

CHEMCATS SUPPLIER AGREEMENT

A Database from CAS, a division of the American Chemical Society (ACS)

1. Manufacturer or Supplier ("Participant") warrants it owns all rights, title and interests in or to all chemical substance catalog information (the "Information") submitted by Participant for CAS use in the CHEMCATS[®] database, SciFinder[®], SciFinder[®] and other CAS products and services (collectively "the Products"), and CAS' use of the Information will not infringe the property rights of a third party. Participant agrees to indemnify and hold CAS harmless from any third party claims arising out of their use or publication of the Information in the Products. Participant retains all copyright and title to the Information.
2. Participant grants CAS a worldwide, perpetual, non-exclusive, royalty-free license, to make the Information available in the Products and through other information distribution channels over which CAS hold control and responsibility.
3. An annual twelve (12) month participation fee applies for Participant's Information being listed in CHEMCATS. The participation fee also entitles Participant to receive from CAS, a CHEMCATS Supplier Concierge Service Report. The CHEMCATS Supplier Concierge Service Report includes: the identification of records which matched CAS REGISTRYSM substances, as well as additional data assessments that provide recommendations on the quality of matching of records, identification of potential new substances, improved visibility options of Participant's information, and options to expand the Participant's website with such features as product, price and availability links. Contact CAS for pricing. CAS will notify Participant of renewal pricing sixty (60) days in advance of the renewal term. This Agreement will automatically renew at Participant's current purchase configuration unless Participant notifies CAS in writing thirty (30) days in advance of Participant's renewal date. In the event of non-payment or misuse of any other CAS product or service, CAS reserves the right to delist Participant's Information. All fees are non-refundable. Invoices will be in U.S. Dollars. Invoices for Participants in Japan will be in Japanese Yen. Participants must pay all invoice amounts in accordance with payment terms set forth on the invoice. If applicable, Participant is fully responsible for payment of sales tax, VAT, tariffs and custom charges.
4. Any CAS Registry Numbers[®] provided to Participant shall be used for internal business purposes, and used in digital and print catalogs. The CAS Registry Number verification services can be utilized by Participant up to four (4) times per twelve (12) month term for Participant catalogs containing 1,000,000 or less substances. The CAS Registry Number service is a one-time purchase for Participant chemical substance catalogs over 1,000,000 substances. Participant catalogs over 1,000,000 substances will be reviewed by CAS on an exception basis as determined by CAS and may require an additional fee.
5. All consulting time must be used during the twelve (12) month term. Any consulting time not used during the twelve (12) month term shall be forfeited.
6. A featured listing is a priority placement on the answer set when a substance is searched. Featured listings are reserved in order of application submitted by Participants. CAS does not guarantee that a featured listing for a substance may be available at the time of a Participant's application. A limited number of featured listings are available for each substance. Featured listings must be selected prior to beginning of a term and must be submitted at one time. Featured listings are effective for a twelve (12) month term and may not be reassigned by Participants during the term. Featured listings and logo inclusion do not automatically renew for another term.
7. If Participant provides CAS with Participant's logo, Participant grants CAS the right to use Participant's logo in promotional materials for its Products.

8. In submitting the Information, Participant should follow the [CHEMCATS Supplier Data Submission](#) instructions. If within ninety (90) days of executing a CHEMCATS Order Form, Participant fails to provide CAS with any of the Participant's Information, CAS may treat the Order Form as null and void.
9. Publication of the Information in the Products shall be determined at CAS' sole discretion. CAS does not guarantee publication of the Information in its products and reserves the right to publish the Information in full or in part. CAS reserves the right to immediately remove Participant's Information from the Products at any time, for any reason, including but not limited to Participant's failure to comply with the terms of this Agreement. In such event, CAS shall refund to Participant any prepaid participation fees. If Participant requests the Information be removed from the CHEMCATS database of commercially available substances, Participant will notify CAS. Upon notification, CAS will remove the Information from CHEMCATS within a reasonable mutually agreed upon time frame.
10. CAS will include Participant's Information if any one or more of the following identifiers appear in the Participant's catalog record: (a) a valid CAS Registry Number[®], (b) a chemical name that matches a name in the CAS REGISTRY database, (c) a molfile structure that matches a structure in the CAS REGISTRY database. Participants may request CAS to provide a listing of all original Catalog Order Numbers, if available, which were included in CHEMCATS.
11. Participant will notify CAS, on a regular basis, and at least twice per year, that the Information remains current and accurate. When changes to the Information occur, Participant will provide such changes to CAS in a timely manner following Participant's official release date of the Information. Submissions regarding the accuracy of, or any changes to, the Information shall be submitted to chemcats@cas.org.
12. Participant agrees to regularly update its contact information with CAS.
13. This Agreement shall be governed by the laws of and interpreted by the courts of the District of Columbia of the United States of America. Participant shall comply with all applicable U.S. export control and sanctions laws and regulations. Participant agrees to absolve CAS of any liability for breach of contract in the event that Participant or any of its parent or subsidiary companies were to become subject to U.S. sanctions/export restrictions and such sanctions/restrictions prevented performance by CAS.

Last updated October 2, 2019