

# **RSC ELECTRONIC ACCESS LICENCE AGREEMENT**

## **COMPANY AGREEMENT – FREE ACCESS**

This Agreement is between The Royal Society of Chemistry ("Publisher") and the commercial organisation which has been granted free access to RSC information ("Customer").

### **WHEREAS**

- (A) Publisher holds journal articles, book chapters, and databases in electronic form;
- (B) Customer wishes to license access to journal articles, book chapters and/or databases; and
- (C) Publisher agrees to grant such licence.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

### **1. Definitions**

In this Agreement the following terms shall have the following meanings:

- "Authorised Users" means current employees of the Customer and consultants engaged by the Customer at Customer Sites who, in either case, have been allowed access to Publisher Content by Customer, such access to be by Secure Authentication;
- "Customer" means a commercial organisation at Customer Address.
- "Customer Site" means the site(s) of the Customer.
- "RSC Electronic Content" means Publisher periodicals, books and databases held in electronic form by Publisher.
- "Secure Authentication" means access to Subscription by Internet Protocol ("IP") ranges or by a username and password provided by Publisher to Customer or by another means of authentication agreed between Publisher and Customer.
- "Subscription" means the RSC Electronic Content being made available free of charge to Customer..
- "Visually Impaired Person" means a person who is blind; who has an impairment of visual function which cannot be improved, by the use of corrective lenses, to a level that would normally be acceptable for reading without special level or kind of light; who is unable, through physical disability, to hold or manipulate a book; or who is unable, through physical disability, to focus or move his/her eyes to the extent that would normally be acceptable for reading;

### **2. Licence**

Subject to the terms and conditions set forth in this Agreement, Publisher hereby grants to Customer the non-exclusive and (subject to Clause 14 below) non-transferable right and licence to use Subscription.

- 2.1 Publisher licenses Customer to access and use Subscription through Publisher's website at Customer Site.
  - 2.1.1 Neither Customer nor Authorised Users may make available or distribute any part of Subscription on any other network.
  - 2.1.2 Access must be by means of Secure Authentication.
- 2.2 Publisher licenses Customer to provide access to Subscription via means of Secure Authentication to Authorised Users so that these users

- 2.3 Publisher licenses Customer to re-engineer Subscription at Customer Site to provide suitable format(s) such that Authorised Users who are Visually Impaired Persons may have access to Subscription.
- 2.4 Publisher licenses Customer to use Subscription for regulatory purposes at Customer Sites, including but not limited to including extracts from Subscription in regulatory submissions to regulatory authorities and electronic storage thereof in perpetuity for later retrieval and submission, provided that such regulatory purposes do not amount to commercial redistribution for direct profit.
- 2.5 Publisher licenses Customer to make such back-up copies of Subscription at Customer Site as are reasonably necessary to give effect to its rights and obligations under this Agreement.
- 2.6 If Customer wishes to make any other use of Subscription or to carry out any other activity related to Subscription that is not explicitly mentioned above in this Clause 2 or set out in Clause 5, Customer must obtain prior written permission from Publisher.

### **3. Payment**

There is no charge for Customer access to Subscription.

### **4. Copyright and Ownership**

- 4.1 Subscription is copyright and is subject to all applicable copyright, database protection, and other rights of the copyright owner and Publisher. The names of the author(s) and the copyright notices may not be removed, obscured, or modified in any way. Customer shall take the same precautions to prevent theft or inadvertent illicit use of the intellectual property in Subscription that it takes to prevent theft of its own intellectual property. The relevant copyright notice must be displayed on all copies of information made from Subscription.

presentation or in a published work provided permission has been sought and obtained



infringement of their intellectual property rights. This indemnity is subject to (a) the Customer promptly notifying the Publisher of any claim or action, (b) the Publisher having sole control of such claim or action, and (c) the Customer not making any admission of liability or agreeing to settle or compromise the claim or action. This indemnity shall survive the termination of this Agreement for any reason. This indemnity shall not apply if Customer has amended Subscription in any way to the extent that such amendment is the cause of the infringement.

- 9.7 If Publisher becomes aware of any item or part of an item in Subscription for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable, it shall use reasonable efforts to make the item or part of an item acceptable to remain in Subscription. If this is not reasonably practicable, Publisher reserves the right at any time to withdraw from Subscription any such item or

the date of posting. Notices delivered by hand, facsimile or email shall be deemed to have been given on the day they are delivered, unless delivery occurs outside the normal working hours of the recipient, in which case delivery shall be treated as having occurred on the next working day.

## 16. Force Majeure

Neither party shall be responsible for any failure or delay in the performance of its obligations under this Agreement because of circumstances beyond its reasonable control.

## 17. Confidentiality

- 17.1 Both parties shall keep the terms of this Agreement strictly confidential, with the exception of Clause 5, and shall not disclose same except to the extent any disclosure is required by law, or court or administrative or regulatory body of competent jurisdiction.
- 17.2 Publisher retains server logs which contain detailed Customer and Authorised User access information including without limitation date and time of access, details of the Secure Authentication employed and specific file name and type downloaded from Subscription. This access information may be used by Publisher and its agents only for Publisher's internal purposes including management information reporting, monitoring and enforcement of Customer's access, and Customer support purposes. Publisher shall use its best endeavours to keep confidential from third parties this access information and these usage statistics. Publisher and Customer shall each comply with the requirements of any data protection legislation currently in force and applicable to them.

## 18. Headings

The headings in this Agreement are for convenience only and shall not affect its interpretation.

## 19. Miscellaneous

- 19.1 Rights of Third Parties. The parties hereby confirm that no provision of this Agreement shall or shall purport to confer on any third party any right to enforce any term of the Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.
- 19.2 Usage Statistics. For Customers accessing Subscription by Internet Protocol ("IP") ranges, Athens or Shibboleth, Publisher will provide Customer with access to usage statistics compliant with the latest release of the Project COUNTER Code of Practice ([www.projectcounter.org](http://www.projectcounter.org)). These statistics will cover all Journals.

## 20. Dispute Resolution

Any difference arising