

# RSC ELECTRONIC ACCESS LICENCE AGREEMENT – SINGLE SITE

## ACADEMIC AGREEMENT

This Agreement is between The Royal Society of Chemistry ("Publisher") and the academic institution which subscribes to institutional price ("Customer").

### WHEREAS

- (A) Publisher holds journal articles and databases in electronic form;
- (B) Customer wishes to license access to journal articles and/or databases at a single site; 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 the categories of persons associated with Customer as specified below who

"RSC Electronic Content"	means Publisher periodicals, books and databases held in electronic form by Publisher.
"RSC Printed Content"	means Publisher periodicals and books in printed form.
"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 (i) the electronic version of RSC Printed Content subscribed at the appropriate institutional price; and/or (ii) RSC Electronic Content subscribed to by Customer at the appropriate institutional price.
"Term"	means the calendar year to which the subscription relates.
"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;
"Walk-in Users"	means a category of Authorised User as set out in point (v) of the definition of Authorised Users.

## 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 may access and use Subscription in accordance with the terms of this Agreement.
- 2.3 Publisher licenses Customer to use Subscription for the purposes of research, teaching, or private study only, and not for Commercial Use.
- 2.4 Publisher licenses Customer to include printed or electronic copies of items from Subscription:
- (i) in anthologies (course packs) in printed or electronic form for sale (as long as the sale is not for Commercial Use) and/or distribution to Authorised Users for their use in connection with a course of instruction only; and
  - (ii) in reserves (in printed or electronic form) set up by Customer for access by Authorised Users in connection with specific courses offered by Customer.

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- (ii) "(original citation) – Reproduced by permission of the PCCP Owner Societies"; or
- (iii) "(original citation) – Reproduced by permission of The Royal Society of Chemistry (RSC) on behalf of {the copyright owner} and the RSC";

must appear on such material in a position and typeface as to be clearly visible.

2.5 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.

2.6 This clause applies to **Journals** only.

Publisher licences Customer to fulfil interlibrary supply requests from Customer Site to other libraries. Publisher licenses Customer to supply for each interlibrary supply request to a library, for the purposes of research for a non-Commercial Use or private study only, a single paper copy of an electronic original of an individual item which is part of Subscription. Such supply may be by post or fax or by secure transmission, in which latter case the electronic file must be deleted immediately after printing unless the user who is authorised at the said library is a Visually Impaired Person and the electronic file is explicitly provided solely for his/her personal use.

2.7 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.

2.8 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

Access to Subscription will only be granted when payment for Subscription has been received by Publisher, either from Customer or Customer's agent.

### 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 (see Clause 2.4 for the form of words to be used).

4.2 Customer acquires no intellectual property rights in Subscription and all such rights remain with the copyright owner.

4.3 Customer shall abide by Publisher's Terms and Conditions as set out in Clause 5 (also available on Publisher's website(s)). Customer shall make all reasonable efforts to distribute these Terms and Conditions to Authorised Users to make them aware of Publisher's Terms and Conditions. Notwithstanding Clause 13, and subject only to Publisher giving Customer thirty (30) days prior notice, Publisher's Terms and Conditions are subject to change at any time at the discretion of Publisher.

4.4 Each party shall use its best endeavours to safeguard the intellectual property and proprietary rights of the other party.

### 5. Authorised Uses

5.1 Authorised Users of Subscription are permitted to:

5.1.1 search, retrieve, display, and view information from Subscription;

5.1.2 copy (including printing and downloading) information from Subscription and retain it as long as they wish for their own personal non-Commercial Use;

5.1.3 use information from Subscription for the purposes of research or private study only, and not for Commercial Use;

- 5.1.4 store information from Subscription electronically, provided the use is consistent with the other terms and conditions described in this Agreement; and
- 5.1.5 include information from Subscription (for example, a figure, diagram or chart) in a presentation or in a published work provided permission has been sought and obtained







## **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.