

# **RSC ELECTRONIC ACCESS LICENCE AGREEMENT – SINGLE SITE**

## **COMPANY AGREEMENT**

This Agreement is between The Royal Society of Chemistry ("Publisher") and the commercial organisation which subscribes to RSC information at the appropriate 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 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 Address"       | means a single customer address from which subscriptions to or purchases of RSC Printed Content or RSC Electronic Content at the appropriate institutional price are made.  |
| "Customer Site"          | means Customer Address plus all Customer's locations within that same city within a five (5) mile [eight (8) km] radius of Customer Address.  |
| "Expiry"                 | means the end of the Term of this Agreement.  |
| "RSC Electronic Content" | means Publisher periodicals and databases held in electronic form by Publisher.   |
| "RSC Printed Content"    | means Publisher periodicals in printed form.  |
| "Secure Authentication"  | means access to Subscription by Internet Protocol ("IP") ranges   |

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 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, Custt1 (o gi)--1.1 ( )-3.2 (se(i)3.1 3 (l)3.1 ( )-12.2 (b)-12.3 (pi)3.1 (p)-12.3 o(i)3.1 (g (i)-8 (ti)3.1 (p)-12.3 1.1 ( )-e

## 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) from Subscription and retain it as long as required for use by the Customer. Authorised Users may copy (including printing and downloading) information from Subscription and retain it as long as required for their own personal non-commercial use;
  - 5.1.3 store information from Subscription electronically, provided the use is consistent with the other terms and conditions described in this Agreement; and
  - 5.1.4 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 from Publisher in advance, except as permitted in accordance with fair use/fair dealing principles. Details of the RSC's procedures for processing permission requests can be



repay to Customer the proportion of the fees paid that represents the unexpired part of any subscription or lease fees paid by Customer for Subscription under this Agreement.

- 8.8 Upon termination of this Agreement by Publisher under Clause 8.1 or 8.2, Publisher shall not repay to Customer any Fees paid by Customer for Subscription under this Agreement.
- 8.9 Publisher reserves the right to terminate this Agreement for any reason following sixty (60) days' written notice to Customer. In this case Publisher will give Customer a refund only on the RSC Electronic Content that it subscribes to at the appropriate institutional price on a pro rata basis. Under these circumstances refunds are not applicable to subscriptions to RSC Printed Content.
- 8.10 Termination of this Agreement (howsoever arising) shall not affect the rights of either party accrued prior to termination and any provision of this Agreement which needs to survive termination of this Agreement in order to give full effect to its meaning shall do so.

## 9. Warranties and Liabilities

- 9.1 Publisher hereby warrants to Customer that it has full power to enter into and perform this Agreement and that so far as it is aware Subscription does not violate or infringe any existing copyright, licence or third-party rights.
- 9.2 Customer hereby warrants to Publisher that it has full power to enter into and perform this Agreement.
- 9.3 Publisher shall use reasonable endeavours to ensure that Subscription is accurate, error-free and uncorrupted, but Publisher accepts no liability whatsoever for any loss, claim or damage or any nature, whether direct, indirect, consequential or special (including without limitation, legal fees) suffered or incurred by Customer and alleged to be caused by:
- (i) omissions or errors in the Subscription or their consequences; or
  - (ii) faults in or corruption of Subscription or their consequences, including but not limited to any defects caused by or during the transmission of Subscription across the Internet or by the processing of Subscription by Customer.
- 9.4 Nothing in this Agreement shall limit or exclude the liability of either party to the other for death or personal inmaof her exc (ans)-8.1 (m)-1Tw 1.446 0 Td[((on )-12.dt)-1.1 (i)-8 (he )-neg ( )-12.2.1 (4)]TJ0 Tc 0 T

10.1 This Agreement, together with the associated information relating to Subscription and Secure Authentication, embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the

delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

## **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. Publisher will provide Customer with access to usage statistics compliant with