

Paper number: _____

CC-BY Licence to Publish Agreement

This licence to publish agreement (hereinafter the Agreement) sets out the rights granted to the Royal Society of Chemistry (RSC) a company incorporated in England by Royal Charter (Registered No. RC000524) and a Registered Charity No. 207890 whose registered office is located at Burlington House, Piccadilly London W1J 0BA, United Kingdom by the Copyright Owner(s) to allow the RSC to publish the Article and Supplementary Material, as defined below. It also sets out the rights and warranties of the Copyright Owner(s). Publication is subject to the terms and conditions set out below.

1.1 By signing this Agreement, the Copyright Owner(s) will be deemed to have read and accepted the terms and conditions of the Agreement, confirm that all the authors are aware of the content of the Article at the time of submission, agree to grant the licence as detailed herein and confirm that they have the right to grant such licence.

Licenced r ights granted to the RSC:

- 2.1 In consideration of the Copyright Owner(s) granting the RSC the rights in clause 2.2 (a) to (b), the RSC shall evaluate the Article for publication and publish the Article if it is appropriate to do so, within the RSC's sole discretion.
- 2.2 If the RSC publishes the Article under clause 2.1, the Copyright Owner(s) grant to RSC and its partners (clause 2.6), from the date of acceptance of the Article for publication and for the full term of any copyright and database rights in the Article (including all renewals, extensions and reversions), the non-exclusive rights to :
 - (a)

- 2.7 If the journal in which the Article is to be published is published by RSC on behalf of any other organisation(s), or by RSC as part owner of, the licence and rights granted at clause 2.1, 2.2 and 2.3 above shall also be deemed granted to the other organisation(s).
- 2.8 If any third party infringes, or on reasonable grounds appears to be infringing, any intellectual property rights in the Article and/or Supplementary Material, and RSC is of the reasonable belief that this infringement will be prejudicial to or interfere with its business, RSC shall have the right to bring an action for infringement pursuant to section 101A of the Copyright, Designs and Patents Act 1988 (as amended, extended or re-enacted from time to time) or its equivalent legislation in any relevant jurisdiction. The RSC is hereby authorised by the Copyright Owner()]TJ [(i)3.1(i)3.1(i)

guidelines on the RSC's website at <u>http://www.rsc.org/journals-books-databases/journal-authors-reviewers/author-responsibilities/</u>). The acknowledgement should also include a hyperlink to the Article on the RSC website.

- 3.7 In all cases of deposition there must be a link from the deposited version to the Version of Record on the RSC website.
- 3.8 The Copyright Owner and/or RSC may deposit the Supplementary Material corresponding to the Article in any repository, there being no embargo.

Copyright Owner Warranties

- 4.1 The Copyright Owner(s) warrants that:
 - (a) where the Article and Supplementary Material is multi-authored, all individuals identified contributed to the Article and Supplementary Material and all individuals who contributed are named in the Article;
 - (b) the Copyright Owner has obtained written permissions from third party copyright owner(s) to grant the licence and rights to RSC as their agent on these terms and that all Copyright Owner(s) agree to the obligations herein. The Copyright Owner(s) will supply a copy of the same to RSC upon request; and
 - (c) if copyright in the Article is owned by any third party, whether an employer or third party to whom the Copyright Owner(s) has assigned rights, the Copyright Owner(s) have obtained written authorisation from such copyright owner to grant this licence to the RSC on their behalf as their agent. The Copyright Owner(s) will supply a copy of the same to RSC upon request.
- 4.2 The Copyright Owner(s) further warrants that:
 - (a) the Article and Supplementary Material is the original work of the Copyright Owner(s) and has not been copied (in whole or in part) from any other work or matter or, if the Article and/or Supplementary Material includes excerpts of copyright work of persons other than the Copyright Owner(s), the Article and Supplementary Material is substantially the original work of the Copyright Owner(s) and all permissions as are necessary for the grant of the licence and rights to RSC herein have been obtained for use of such excerpts and all necessary credits to the sources have been included;
 - (b) the Article and Supplementary Material and the exercise of the licence and rights granted to RSC by the Agreement will in no way whatsoever infringe the intellectual property rights (including without limitation copyright, database rights, patent or trademark or other third party rights) of any person whatsoever or result in breach of any existing duty of confidentiality, or duty to respect privacy, or any other right (including any moral right) of any person or entity whatsoever or breach of any contract or of any law;
 - (c) the Article and the Supplementary Material do not contain anything which is defamatory, libellous or unlawful and that, to current scientific knowledge, all statements contained in the Article and the Supplementary Material purporting to be facts are true and any recipe, formula, instruction or equivalent contained in the Article will not, if followed accurately, cause any injury or damage to the user;
 - (d) there are no conflicts of interest relating to the Article and Supplementary Material, except as disclosed;
 - (e) the Copyright Owner(s) has read and complied with the RSC guidelines: <u>http://www.rsc.org/journals-books-databases/journal-authors-reviewers/author-responsibilities/</u> and confirms that the Article has not been, and will not prior to publication by RSC be, published, with the exception of such deposition or presentation of the research in

the manner listed at clause 3 above and which is in line with the RSC guidelines referred to above.

- 4.3 The Copyright Owner(s) shall be responsible for ensuring that the correct permissions and rights have been granted to them in writing from any other copyright owner as mentioned in clause 4 above, in order to submit the Article to the RSC and grant the RSC the rights detailed in clause 2.
- 4.4 All warranties and obligations set out in clauses 4.1; 4.2(a), 4.2(b), 4.2(c); and 4.3 are subject to clause 2.4 and, accordingly, do not extend to the Copyright Owner's dealings with Public Information contained in the Article or Supplementary Materials.

General

- 5.1 In exercising its rights and performing its obligations under the Agreement, each party shall comply with all applicable laws, rules and regulations of governmental entities having jurisdiction over such performance including but not limited to its obligations under the Data Protection Act 2018 and UK GDPR (as amended or updated from time to time) which arise in connection with the Agreement with regard to the use of personal data and its obligations under the Bribery Act 2010 (as amended).
- 5.2 RSC is entitled to assign its rights under the Agreement to any third party without the prior written consent of any other party to this Agreement.
- 5.3 No change or modification of the Agreement will be valid unless agreed by both parties in writing.
- 5.4 Failure or delay by RSC to exercise any right or remedy under the Agreement shall not be deemed to be a waiver of that right or remedy, or prevent RSC from exercising that or any other right or remedy on any occasion ot tis59 (i)3.1 (d u)-12.2 (n2.1 (e-12.108 -1.140 Tw 0.831 0 Td (3)Tj 0.566 0 Td agr

usually be the author(s) of the article (whether sole or joint), but may also be an employer where that author created the Article and Supplementary Material in the course of their employment, or a third party where that third party has a vested interest in the Article or Supplementary Material such as funding any element of research or providing any services or supplies which contributed to the content of the Article or Supplementary Material;

Commercial Use: includes without limitation:

• copying or downloading of documents, or linking to such postings,