

# 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 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**

"RSC Electronic Content"

- (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



week. In the event of any unplanned downtime or unavailability of the Subscription for any reason, whether through the fault of Publisher or otherwise, Publisher's sole responsibility shall be to use its reasonable endeavours to restore access to Subscription as soon as reasonably practicable and Publisher shall have no liability to Customer for such interruption to access.

6.3 Publisher reserves the right to change the format of or the hosting service for Subscription.

6.4 Customer's access to Subscription is at all times subject to compliance with the terms of this Agreement.

## 7. Access to Subscription upon Expiry or Termination

7.1 Where, following Expiry or termination of this Agreement as set out below, Customer's access to Subscription continues, it shall be subject to Customer abiding by those terms of this Agreement that are relevant to such access. Such terms shall continue to have effect for the duration of Customer's access, and Customer hereby acknowledges and agrees that if Publisher reasonably believes Customer is in breach of such terms, Publisher may at any time terminate Customer's access.

7.1 Journals

7.1.1 Upon Expiry of this Agreement, termination under Clause 8.3 or 8.4, or termination by Customer under Clause 8.1, Publisher shall provide continuing access to Customer to the PDF forms of the articles from the volumes of the Journals that Customer has subscribed to under this Agreement. For the avoidance of doubt Customer would lose access to the HTML forms of the articles and other related functionality. Customer shall continue to have the rights granted in this Agreement with respect to Journals, provided Customer abides by Publisher's Terms and Conditions in force at the time. Access shall be via Publisher's server or by Publisher supplying Customer with the PDFs via a means to be agreed at the time. Any costs relating to this supply shall be negotiated at the time and shall be borne by Customer.



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 part of an item. Publisher shall give written notice to Customer of such withdrawal as soon as reasonably practicable.
- 9.8 Nothing in this Agreement shall make Customer liable for breach of the terms of this Agreement by any Authorised User provided that Customer did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

## **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.