

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

In this Agreement the following terms shall have the following meanings, .8A2.3 (ni)- (ng)2.096the fo TJ0.002 Tw 7.253 0

"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 of 10157.27107270.7o EtE4 (o)57 Td/ (EC /TT91 (i)3.1 (S)2.3 (33.1 (n (i)3.1 (so2.3 (

- (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

week. In the event of any unplanned downtime or unavailability of the Subscription

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.

10. Entire Agreement

- 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 subject matter of this Agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Agreement.
- 10.2 No failure to delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operated as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

11. Severability

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. Binding Agreement

This Agreement shall be binding upon and inure to the benefit of both parties hereto and their respective successors and permitted assignees.

13. Alteration of Agreement

This Agreement, including the associated information relating to Subscription and Secure Authentication, may be amended only in writing signed by duly authorised representatives of the parties. Either party requiring an amendment shall give the other party thirty (30) days' notice of any change to the Agreement. Continued use of Subscription by Customer after notification of such changes shall be deemed to be acceptance of the changes by Customer.

14. Assignment

- 14.1 Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Publisher, such agreement not to be unreasonably withheld.
- 14.2 If rights in all or any part of Subscription are assigned to another publisher, Publisher shall use its best endeavours to ensure that Customer may continue to have access to the Subscription which is the subject of this Agreement.

15. Notices

Every notice to be given under this Agreement shall be in writing and either sent by pre-paid first class or registered letter, delivered by hand or sent by facsimile or, in the case of the Customer, sent by email (to inl_licences@rsc.org). Notice sent by post shall be deemed to have been given ten (10) working days after 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.

21. Applicable Law

- 21.1 Unless Clause 22.2 is applicable this Agreement shall be governed by and construed in accordance with the laws of England irrespective of the place of its physical execution and the parties hereto hereby submit to the exclusive jurisdiction of the English courts in respect of any contractual and non-contractual disputes arising out of or in connection with this Agreement.
- 21.2 If Customer is a US State entity this Agreement shall be governed by and construed in accordance with the laws of the particular US State irrespective of the place of its physical execution and the parties hereto hereby submit to the exclusive jurisdiction of the courts of the US State in respect of any contractual and non-contractual disputes arising out of or in connection with this Agreement.