

RSC Electronic Information Licence Agreement

This Agreement is between the Royal Society of Chemistry ("RSC") and the institution which has registered via the special arrangement for Developing Countries ("Customer").

Whereas:

- a. The RSC holds information on its web server and makes it available for access by Customer.
- b. The Customer wishes to access the information from the RSC web site.

1. Definitions

- "Authorised User" current faculty, staff and students officially affiliated with the Customer at the Customer's Site.
- "Customer" an institution that is based in a country that is part of the RSC Developing Countries Archive access offer. The Customer may also be an Authorised User.
- "RSC Journal Archive" the electronic version of RSC Printed Content listed in Schedule A.
- "Site" the Customer's address plus all Customer's locations within that same city or within a five (5) mile [eight (8) km] radius of the Customer's address. Outlying field stations are also included in the Customer's Site provided (i) they are wholly owned or run by the Customer, (ii) the number of Authorised Users at the field station is less than 10% of the number of Authorised Users at the Customer's Site and (iii) they are in the same country as the Customer.
- "Walk-in User" the walk-in public using workstations located in public areas of library facilities at the Customer's Site.

2. Payment

There is no payment required from Customer to RSC for Customer's access to the RSC Journal Archive. However, access to the RSC Journal Archive will only be granted when Customer has registered with RSC for access.

3. Licence

Subject to the terms and conditions set forth in this Agreement the RSC hereby grants to the Customer a non-exclusive and non-transferable right and licence to use the RSC Journal Archive.

4. Access to and Availability of the RSC Journal Archive

- 4.1 The RSC will provide access to the RSC Journal Archive through the RSC web site. The Customer's access to the RSC Journal Archive will be authorised either via specified Internet Protocol ("IP") ranges agreed with the RSC or by a username and password provided by the RSC.

- 4.1.1 A Customer who chooses to access or to provide access to the RSC Journal Archive by IP check shall ensure that the IP range supplied to the RSC allows access only to Authorised Users and Walk-in Users. The Customer shall only offer a proxy, or firewall, IP that will allow Authorised Users and Walk-in Users access to the RSC Journal Archive. It is the responsibility of the Customer to verify that any IP address provided to the RSC will only allow such access.

Multiple site access falls outside the terms of this Agreement, although the RSC can arrange a multiple site licence on request.

- 4.1.2 A Customer who chooses to access or to provide access to the RSC Journal Archive using an RSC-assigned username and password shall provide the username and password to Authorised Users only. The Customer shall not pass on or put the username and password in a place where they can be accessed by anyone other than Authorised Users (for example, the username and password shall not be given to Walk-in Users or put on a web site).
- 4.2 The RSC shall use all reasonable endeavours to make the RSC Journal Archive available to the Customer on a continuous basis, but if access is suspended or interrupted or a fault or defect occurs which prevents access to the RSC Journal Archive the RSC's liability shall be limited to restoring access as soon as is reasonably practicable. Otherwise the RSC shall have no other liability to the Customer.
- 4.3 The RSC reserves the right to change the format of or the hosting service for the RSC Journal Archive.
5. Authorised Uses
- 5.1 The Customer may make the RSC Journal Archive available via a network or through remote access technology.
- 5.2 The Customer may make the RSC Journal Archive available to Authorised Users and Walk-in Users only. This permitted access extends only to the Customer and to such Authorised Users and Walk-in Users individually and may not be transferred or extended to any others.
- 5.3 The Customer shall make reasonable efforts to make Authorised Users and Walk-in Users aware of this Agreement and the terms and conditions associated with use of the RSC Journal Archive which are available from the RSC web site.
- 5.4 The Customer shall make best endeavours to ensure that storage, display, access and security measures conform to the terms and conditions in this Agreement.
- 5.5 The Customer may include printed or electronic copies of items from the RSC Journal Archive:
- (i) in anthologies (course packs) in printed or electronic form for sale and/or distribution to Authorised Users, for use in connection with classroom instruction only;
 - (ii) in reserves (in printed or electronic form) set up by the Customer for access by Authorised Users in connection with specific courses offered by the Customer.

Copies of items in electronic form which are included in online course packs or reserves will be deleted by the Customer no later than thirty (30) days after the end of the term in which the related course concludes.

Acknowledgement of the form (where the copyright owners to be used in the statement are specified at www.rsc.org/journalscopyright):

- (i) "(original citation) – Reproduced by permission of The Royal Society of Chemistry";
- (ii) "(original citation) – Reproduced by permission of the PCCP Owner Societies"; or

- (iii) "(original citation) – Reproduced by permission of The Royal Society of Chemistry on behalf of (the copyright owner)", the copyright owner specified at www.rsc.org/journalscopyright where appropriate;

the acknowledgement to appear on such material in such a position and typeface as to be clearly visible to the audience.

- 5.6 If the Customer anticipates any use of the RSC Journal Archive that falls outside the terms and conditions given in this Agreement the Customer must inform the RSC in advance of the proposed use and obtain consent.
- 5.7 Authorised Users are permitted to:
- 5.7.1 search, retrieve, display and view information from the RSC Journals Archive
 - 5.7.2 copy (both in printed and electronic form) information from the RSC Journal Archive and retain it as long as they wish for their own personal use;
 - 5.7.3 store information from the RSC Journal Archive electronically, provided the use is consistent with the other terms and conditions described in this Agreement;
 - 5.7.4 distribute or otherwise make available information from the RSC Journal Archive to other Authorised Users;
 - 5.7.5 include information from the RSC Journal Archive in a presentation provided the material carries the acknowledgement as specified in Clause 5.5;
 - 5.7.6 include information from the RSC Journal Archive in published work provided permission has been sought and obtained from the RSC in advance, except as permitted in accordance with fair use/fair dealing principles. There is a permission request form that can be used for this purpose.
- 5.8 Authorised Users must obtain special permission from the RSC to make information from the RSC Journal Archive available in any form whatsoever to non-Authorised Users. This includes, for example:
- (i) making printed or electronic copies of the information from the RSC Journal Archive for provision to non-Authorised Users;
 - (ii) publishing a collection of information from the RSC Journal Archive for provision to non-Authorised Users.
- 5.9 Walk-in Users are permitted to search the RSC Journal Archive and to make a copy of their results in accordance with fair use/fair dealing principles for their scholarly, research, educational and personal use only.
- 5.10 No commercial use of the RSC Journal Archive is allowed by Customer, Authorised Users or Walk-in Users.
- 5.11 Customer, Authorised Users and Walk-in Users shall not use any software including without limitation web crawlers to access RSC Electronic Content which may have a detrimental effect on RSC Electronic Content or access thereto.
- 5.12 Customer, Authorised Users and Walk-in Users shall not remove, obscure or modify in any way copyright notices on the RSC Journal Archive. Customer, Authorised Users and Walk-in Users shall take all reasonable precautions to prevent theft or inadvertent illicit use of the intellectual property in the RSC Journal Archive.

6. Copyright and Ownership

- 6.1 The RSC Journal Archive is copyright and is subject to all applicable copyright, database protection, and other rights of the copyright owner and publisher. Copyright notices in the RSC Journal Archive may not be removed, obscured, or modified in any way. The relevant copyright notice must be displayed on all copies of information made from the RSC Journal Archive.
- 6.2 The Customer acquires no ownership rights in the RSC Journal Archive and all such rights remain with the copyright owner.

7. Confidentiality of Customer Data

The RSC retains server logs which contain detailed Authorised User and Walk-in User access information including without limitation date and time of access, IP address or username/password employed and specific file name and type of information downloaded from the RSC Journal Archive. This access information may be used by the RSC and its agents for customer support purposes. The RSC shall use its best endeavours to keep confidential from third parties the Customer's access information and usage statistics. In the case that the RSC assigns its rights in this Agreement to a third party the Customer may at its discretion require this assignee either to keep such usage statistics confidential or to destroy them. The RSC will comply with the requirements of the data protection legislation currently in force.

8. Term

The Term of this Agreement is 1 January 2006 to 31 December 2008.

9. Warranties and Liabilities

- 9.1 The RSC uses reasonable endeavours to ensure that the RSC Journal Archive is accurate, and error free but the RSC accepts no liability for omissions or errors therein or their consequences. The RSC shall not be liable for any consequential direct or indirect loss or damage of any nature whatsoever alleged to be caused by errors or omissions in the RSC Journal Archive provided that nothing in this Agreement shall prevent the RSC being liable for death or personal injury caused by its negligence or that of employees servants or agents or otherwise insofar as any liability cannot be lawfully limited or excluded.
- 9.2 The RSC uses reasonable endeavours to ensure that the RSC Journal Archive is fault-free and uncorrupted but the RSC accepts no liability for faults or corruption of the RSC Journal Archive or their consequences, including but not limited to any defects caused by the transmission and processing of the RSC Journal Archive by the Customer. The RSC shall not be liable for any consequential direct or indirect loss or damage of any nature whatsoever alleged to be caused by faults, corruption of the RSC Journal Archive or transmission and processing of the RSC Journal Archive by the Customer provided that nothing in this Agreement shall prevent the RSC being liable for death or personal injury caused by its negligence or that of employees servants or agents or otherwise insofar as any liability cannot be lawfully limited or excluded.

10. Termination

- 10.1 In the event of a breach of any of its obligations under this Agreement, the Customer shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from the RSC. Within the period of such notice the Customer shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the

Customer fails to remedy such a breach within thirty (30) days, the RSC may terminate this Agreement upon written notice to the Customer.

10.2 If the RSC becomes aware of a material breach of the rights granted to the Customer under this Agreement that the RSC reasonably believes will cause immediate and severe economic injury, the RSC will notify the Customer immediately in writing and shall have the right to temporarily suspend the Customer's access to the RSC Journal Archive. The Customer shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from the RSC. Once the breach has been remedied or the breaching activity halted, the RSC will immediately reinstate access to the RSC Journal Archive. If the Customer does not satisfactorily remedy the breaching activity within thirty (30) days, the RSC may terminate this Agreement upon written notice to the Customer.

10.3 The RSC reserves the right to terminate this Agreement for any reason following sixty (60) days written notice to the Customer.

10.4 Upon termination, cancellation, or expiration of this Agreement Customer, Authorised Users and Walk-in Users may retain printed and electronic copies of information from the RSC Journal Archive. Clauses 5.5, 5.7.5, 5.7.6, 5.9, 5.10, 5.11, 5.12 and 6 shall continue in full force and effect.

11. Entire Contract

This Agreement constitutes the entire contract between the parties.

12. Alteration of Agreement

The terms and conditions contained in this Agreement are subject to change at the discretion of the RSC following thirty (30) days written notice to the Customer. Continued use of the RSC Journal Archive by the Customer after notification of such changes shall be deemed to be acceptance of the changes by the Customer.

13. Assignment

This Agreement may not be transferred or assigned to a third party by the Customer.

14. Severability

Any provision in this Agreement prohibited unlawful or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting any other provision of this Agreement.

15. Force Majeure

Neither party shall be responsible for any failure or delay in the performance of their obligations under this Agreement because of circumstances beyond their reasonable control.

16. Governing Law

The terms set out in this document shall be governed by and construed in accordance with the laws of England.

Schedule A

RSC Journal Archive Content

Journal	Date	Copyright Owner*
Analyst (Analyst, Cambridge, UK)	1876-2004	RSC
Analytical Communications (Anal. Commun.)	1996-1999	RSC
Analytical Proceedings (Anal. Proc.)	1980-1993	RSC
Analytical Proceedings including Analytical Communications (Anal. Proc. incl. Anal. Commun.)	1994-1995	RSC
Annual Reports on Analytical Atomic Spectroscopy (Annu. Rep. Anal. At. Spectrosc.)	1971-1984	RSC
Annual Reports on the Progress of Chemistry (Annu. Rep. Prog. Chem.)	1904-1966	RSC
Annual Reports on the Progress of Chemistry, Section A (Annu. Rep. Prog. Chem., Sect. A: Gen., Phys. Inorg. Chem.)	1967-1972	RSC
Annual Reports on the Progress of Chemistry, Section A (Annu. Rep. Prog. Chem., Sect. A: Inorg. Chem.)	1979-2004	RSC
Annual Reports on the Progress of Chemistry, Section A (Annu. Rep. Prog. Chem., Sect. A: Phys. Inorg. Chem.)	1973-1978	RSC
Annual Reports on the Progress of Chemistry, Section B (Annu. Rep. Prog. Chem., Sect. B: Org. Chem.)	1967-2004	RSC
Annual Reports on the Progress of Chemistry, Section C (Annu. Rep. Prog. Chem., Sect. C: Phys. Chem.)	1979-2004	RSC
Chemical Communications (Cambridge) [Chem. Commun. (Cambridge)]	1996-2004	RSC
Chemical Communications (London) [Chem. Commun. (London)]	1965-1968	RSC
Chemical Society Reviews (Chem. Soc. Rev.)	1972-2004	RSC
Contemporary Organic Synthesis (Contemp. Org. Synth.)	1994-1997	RSC
CrystEngComm (CrystEngComm)	1999-2004	RSC
Dalton Transactions (Dalton Trans.)	2003-2004	RSC
Discussions of the Faraday Society (Discuss. Faraday Soc.)	1947-1971	RSC
Faraday Discussions (Faraday Discuss.)	1991-2004	RSC
Faraday Discussions of the Chemical Society (Faraday Discuss. Chem. Soc.)	1972-1990	RSC
Faraday Special Discussions of the Chemical Society (Faraday Spec. Discuss. Chem. Soc.)	1972	RSC
Faraday Symposia of the Chemical Society (Faraday Symp. Chem. Soc.)	1972-1984	RSC
Geochemical Transactions (Geochem. Trans.)	2000-2003	ACS GD
Green Chemistry (Green Chem.)	1999-2004	RSC
Journal and Proceedings of the Institute of Chemistry of Great Britain and Ireland (J. Proc. Inst. Chem. GB Irel.)	1920-1943	RSC
Journal and Proceedings of the Royal Institute of Chemistry (J. Proc. R. Inst. Chem.)	1949	RSC
Journal and Proceedings of the Royal Institute of Chemistry of Great Britain and Ireland (J. Proc. R. Inst. Chem. GB Irel.)	1944-1949	RSC
Journal of Analytical Atomic Spectrometry (J. Anal. At. Spectrom.)	1986-2004	RSC
Journal of Environmental Monitoring (J. Environ. Monit.)	1999-2004	RSC
Journal of Materials Chemistry (J. Mater. Chem.)	1991-2004	RSC
Journal of the Chemical Society (J. Chem. Soc.)	1915-1965	RSC
Journal of the Chemical Society A: Inorganic, Physical, Theoretical (J. Chem. Soc. A)	1966-1971	RSC
Journal of the Chemical Society B: Physical Chemistry (J. Chem. Soc. B)	1966-1972	RSC
Journal of the Chemical Society C: Organic (J. Chem. Soc. C)	1966-1972	RSC
Journal of the Chemical Society D: Chemical Communications (J. Chem. Soc. D)	1969-1971	RSC
Journal of the Chemical Society, Abstracts (J. Chem. Soc., Abstr.)	1878-1925	RSC

Journal	Date	Copyright Owner*
Journal of the Chemical Society, Chemical Communications (J. Chem. Soc., Chem. Commun.)	1972-1995	RSC
Journal of the Chemical Society, Dalton Transactions: Inorganic Chemistry (J. Chem. Soc., Dalton Trans.)	1972-2002	RSC
Journal of the Chemical Society, Faraday Transactions (J. Chem. Soc., Faraday Trans.)	1990-1998	RSC
Journal of the Chemical Society, Faraday Transactions 1: Physical Chemistry in Condensed Phases (J. Chem. Soc., Faraday Trans.1)	1972-1989	RSC
Journal of the Chemical Society, Faraday Transactions 2: Molecular and Chemical Physics (J. Chem. Soc., Faraday Trans. 2)	1972-1989	RSC
Journal of the Chemical Society, Perkin Transactions 1: Organic and Bio-organic Chemistry (J. Chem. Soc., Perkin Trans. 1)	1972-2002	RSC
Journal of the Chemical Society, Perkin Transactions 2: Physical Organic Chemistry (J. Chem. Soc., Perkin Trans. 2)	1972-2002	RSC
Journal of the Chemical Society, Transactions (J. Chem. Soc., Trans.)	1878-1925	RSC
Journal of the Royal Institute of Chemistry (J. R. Inst. Chem.)	1950-1964	RSC
Lab on a Chip (Lab on a Chip)	2001-2004	RSC
Memoirs and Proceedings of the Chemical Society (Mem. Proc. Chem. Soc.)	1841-1848	RSC
Natural Product Reports (Nat. Prod. Rep.)	1984-2004	RSC
New Journal of Chemistry (New J. Chem.)	1998-2004	CNRS
Organic & Biomolecular Chemistry (Org. Biomol. Chem.)	2003-2004	RSC
Pesticide Outlook (Pest. Outlook)	2000-2003	RSC
Photochemical & Photobiological Sciences (Photochem. Photobiol. Chem.)	2002-2004	ESP/EPA
PhysChemComm (PhysChemComm)	1998-2003	RSC
Physical Chemistry Chemical Physics (Phys. Chem. Chem. Phys.)	1999-2004	Owner Societies
Proceedings of the Analytical Division of the Chemical Society (Proc. Anal. Div. Chem. Soc.)	1975-1979	RSC
Proceedings of the Chemical Society (Proc. Chem. Soc., London)	1957-1964	RSC
Proceedings of the Chemical Society (Proc. Chem. Soc., London)	1890-1914	RSC
Proceedings of the Chemical Society (Proc. Chem. Soc., London)	1862-1877	RSC
Proceedings of the Institute of Chemistry of Great Britain and Ireland (Proc. Inst. Chem. GB Irel.)	1900-1919	RSC
Proceedings of the Society for Analytical Chemistry (Proc. Soc. Anal. Chem.)	1964-1974	RSC
Quarterly Journal of the Chemical Society (Q. J. Chem. Soc.)	1849-1861	RSC
Quarterly Review of the Chemical Society (Q. Rev. Chem. Soc.)	1947-1971	RSC
Royal Institute of Chemistry Reviews (RIC Rev.)	1968-1971	RSC
Selected Annual Reviews of the Analytical Sciences (Sel. Annu. Rev. Anal. Sci.)	1971-1974	RSC
Special Discussions of the Faraday Society (Spec. Discuss. Faraday Soc.)	1970	RSC
Symposia of the Faraday Society (Symp. Faraday Soc.)	1967-1971	RSC
Transactions of the Faraday Society (Trans. Faraday Soc.)	1905-1971	RSC

- * RSC The Royal Society of Chemistry
ACS GD American Chemical Society, Division of Geochemistry
CNRS Centre National de la Recherche Scientifique
ESP/EPA European Society for Photobiology, European Photochemistry Association
Owner Societies Deutsche Bunsen-Gesellschaft für Physikalische Chemie, Institute of Chemistry of Ireland, Israel Chemical Society, Kemisk Forening, Koninklijke Nederlandse Chemische Vereniging, Norsk Kjemisk Selskap, Polskie Towarzystwo Chemiczne, Real Sociedad Española de Química, The Royal Society of Chemistry, Società Chimica Italiana, Suomen Kemian Seura - Kemisk Sällskapet i Finland, Svenska Kemistsamfundet and the Swiss Chemical Society