

ELECTRONIC ACCESS LICENCE AGREEMENT

This Agreement is made the ____ of _____ between The Royal Society of Chemistry located at Thomas Graham House, Science Park, Milton Road, Cambridge CB4 0WF, UK (“Publisher”) of the one part and [Customer Name] located at [Customer Address] (“Customer”) of the other part.

WHEREAS

- (A) Publisher holds journal articles, book chapters, and databases in electronic form;
- (B) Customer wishes to license access to journal articles, book chapters, and/or databases; 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 the categories of persons associated with Customer specified in Schedule A who have been allowed access to Publisher Content by Customer, such access to be by Secure Authentication;
- “Books” means the publications specified in Section D of Schedule B;
- “Commercial Use” means use which is for direct economic or commercial advantage, whether by or for Customer, Authorised User, or Walk-in User, by means of the sale, resale, loan, transfer, hire or other form of exploitation of Publisher Content. For the avoidance of doubt:
- (i) charging of Authorised Users or Walk-in Users by Customer for use of Publisher Content is not deemed to constitute Commercial Use;
 - (ii) use of Publisher Content by Customer, Authorised Users, or Walk-in Users in the course of research funded by a commercial organisation is not deemed to constitute Commercial Use. However, use of Publisher Content by Customer, Authorised Users, or Walk-in Users in the course of research funded by a commercial organisation for the purpose of contract research is deemed to constitute Commercial Use; and
 - (iii) use of Publisher Content by Customer, Authorised Users, or Walk-in Users in the course of research carried out for a commercial organisation is deemed to constitute Commercial Use;
- “Customer Site(s)” means the site(s) of Customer specified in Schedule C;
- “Databases” means the publications specified in Section B of Schedule B;

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“External”	means an access route to Publisher Content where Publisher Content is posted on a file server maintained by Publisher or by a third-party host on Publisher’s behalf;
“Fees”	means the fees set out in Schedule D;
“Internal”	means an access route to Publisher Content where Publisher Content is loaded on Customer’s own network;
“Journal Archive”	means the publications specified in Section E of Schedule B;
“Journals”	means the publications specified in Section A of Schedule B;
“Publisher Content”	means the content of Publisher specified in Schedule B (as amended from time to time by the parties);
“Purchase Fee”	means the one-time only fee specified in Schedule D for purchase of the Journal Archive, payment of which ensures continuing rights of access to the Journal Archive by Customer;
“Secure Authentication”	means access to Publisher Content 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, as specified in Schedule C;
“Specialist Periodical Reports”	means the publications specified in Section C of Schedule B;
“Visually Impaired Person”	means a person who is blind; who has an impairment of visual function which cannot be improved, by the use of corrective lenses, to a level that would normally be acceptable for reading without special level or kind of light; who is unable, through physical disability, to hold or manipulate a book; or who is unable, through physical disability, to focus or move his/her eyes to the extent that would be normally be acceptable for reading;
“Walk-in Users”	means persons who are not Authorised Users but who are permitted users of Customer’s library and information services who have been allowed access to Publisher Content by Customer, such access to be on the premises of Customer’s library and information services by Secure Authentication. For the avoidance of doubt, the payment of a fee in order to be permitted to be a Walk-in User is deemed not to constitute Commercial Use;
“Yearly Lease Fee”	means the yearly fee specified in Schedule D to lease the Journal Archive;
“Yearly Maintenance Fee”	means the yearly fee specified in Schedule D which covers maintenance of the Journal Archive when used by Customer via a file server maintained by Publisher or by a third-party host on Publisher’s behalf. This fee only applies when Customer has opted for the Purchase Fee arrangement.

2. Licence

Subject to the terms and conditions set forth in this Agreement, Publisher hereby grants to

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Customer the non-exclusive and non-transferable right (subject to Clause 14 below) and licence to use Publisher Content.

2.1 Publisher licenses Customer to access and use Publisher Content through Publisher's web site at Customer Sites. Customer shall access Publisher Content as specified in Schedule B:

2.1.1 External. If Publisher Content is accessed by an External route:

2.1.1.1 Neither Customer nor Authorised Users nor Walk-in Users may mount or distribute any part of Publisher Content on any other network.

2.1.1.2 Access must be by means of Secure Authentication.

and/or

2.1.2 Internal. If Publisher Content is accessed by an Internal route:

2.1.2.1 Neither Customer nor Authorised Users nor Walk-in Users may mount or distribute any part of Publisher Content on any other network.

2.1.2.2 Access must be by means of Secure Authentication.

2.1.2.3 Customer may not alter Publisher Content in any way, including without limitation additions, subtractions or adaptations.

2.1.2.4 Customer may adapt header files in order to provide effective linking to files of journal articles and/or book chapters.

2.2 Publisher licenses Customer to provide access to Publisher Content via means of Secure Authentication to the following types of user so that these users may access and use Publisher Content:

2.2.1 Authorised Users. Remote access by Authorised Users to Publisher Content is allowed.

2.2.2 Walk-in Users. Remote access by Walk-in Users to Publisher Content is not allowed.

2.3 Publisher licenses Customer to use Publisher Content for the purposes of research, teaching, or private study only, and not for Commercial Use.

2.4 Publisher licenses Customer to include printed or electronic copies of items from Publisher Content:

(i) in anthologies (course packs) in printed or electronic form for sale (as long as the sale is not for Commercial Use) and/or distribution to Authorised Users for their use in connection with classroom instruction only; and

(ii) in reserves (in printed or electronic form) set up by Customer for access by Authorised Users in connection with specific courses offered by Customer.

Customer will use its best efforts to ensure that copies of material from Publisher Content in any online or offline (for example, CD-ROMs) electronic form whatsoever which are included in electronic course packs or reserves are deleted or destroyed, as appropriate, by 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 owner(s) to be used in the statement are specified in Schedule B by journal title and also at www.rsc.org/journalscopyright):

- (i) "(original citation) – Reproduced by permission of The Royal Society of Chemistry"; or
- (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)";

must appear on such material in a position and typeface as to be clearly visible.

- 2.5 Publisher licenses Customer to re-engineer Publisher Content at Customer Sites to provide suitable format(s) such that Authorised Users or Walk-in Users who are Visually Impaired Persons may have access to Publisher Content.
- 2.6 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 purpose 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 Person and the electronic file is explicitly provided solely for his/her personal use.
- 2.7 Publisher licenses Customer to make such back-up copies of Publisher Content at Customer Sites as are reasonably necessary.
- 2.8 If Customer wishes to have a licence from Publisher to carry out any other activity not explicitly mentioned above in this Clause 2, Customer must obtain prior written permission from Publisher.

3. Payment

- 3.1 Customer shall, in consideration of the rights set forth in this Agreement, pay Publisher the Fees. For the avoidance of doubt, the Fees shall be exclusive of any sales, use, value added or similar taxes, and Customer shall be liable for any such taxes in addition to the Fees.
- 3.2 The Fees are subject to review on an annual basis, and Publisher shall notify Customer in writing of any change to the Fees for the subsequent year sixty (60) days prior to the end of the current calendar year.

4. Term of Agreement

The Term of this Agreement is 1 January _____ to 31 December _____. This Agreement shall be automatically renewed at the expiry date and each anniversary thereof for a further period of one (1) year unless either party gives notice of termination in writing not less than three (3) months prior to the expiry date or the next anniversary thereof if automatic renewal has occurred. If the Agreement is to be renewed, a renewal form, including updated schedules, shall be signed by both parties.

5. Copyright and Ownership

- 5.1 Publisher Content is copyright and is subject to all applicable copyright, database protection, and other rights of the copyright owner and Publisher. The names of the author(s) and the copyright notices may not be removed, obscured, or modified in any way. Customer shall take the same precautions to prevent theft or inadvertent illicit use of the intellectual property in Publisher Content that it takes to prevent theft of its own intellectual property. The relevant copyright notice must be displayed on all copies of information made from Publisher Content (see Clause 2.4 for the form of words to be used).
- 5.2 Customer acquires no intellectual property rights in Publisher Content and all such rights remain with the copyright owner.
- 5.3 Customer shall abide by Publisher's Terms and Conditions as set out in Schedule E (also available on Publisher's website(s)). Customer shall make reasonable efforts to distribute these Terms and Conditions to Authorised Users and Walk-in Users to make these users aware of Publisher's Terms and Conditions. These Terms and Conditions are subject to change at the discretion of Publisher with proper Notice to Customer as specified in Clauses 13 and 15.
- 5.4 Each party shall use its best endeavours to safeguard the intellectual property and proprietary rights of the other party.

6. Access to and Availability of Publisher Content

- 6.1 Customer's access to Publisher Content shall be authorised via Secure Authentication.
- 6.1.1 If Customer chooses to access or to provide access to Publisher Content by IP check, it shall ensure that the IP range allows access only to Authorised Users and Walk-in Users. Customer shall only offer a proxy, or firewall, IP that will allow Authorised Users and Walk-in Users access to Publisher Content. It is the responsibility of Customer to verify that any IP address will only allow such access
- 6.1.2 If Customer chooses to access or to provide access to Publisher Content using assigned username and password, it shall provide the username and password to Authorised Users only. 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 website).
- 6.2 Customer shall make best endeavours to ensure that storage, display, access and security measures conform to the terms and conditions in this Agreement.
- 6.3 For Publisher Content accessed by Customer via an External route Publisher shall, subject to any reasonable periods of planned downtime or maintenance, make this Publisher Content available to Customer 24 hours a day, 7 days a week.
- 6.4 Publisher reserves the right to change the format of or the hosting service for Publisher Content.

7. Access to Publisher Content upon Expiry or Termination

- 7.1 Publisher will provide Publisher Content and/or access to Publisher Content once Customer has paid the Fees for the calendar year to which they apply.

7.2 Journals

- 7.2.1 Upon expiry of this Agreement under Clause 4, 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. If Customer has loaded the Journals on its own network, it may continue to retain the Journals that it has subscribed to.
- 7.2.2 Upon termination of the Agreement by Publisher under Clause 8.1 or 8.2, Publisher shall immediately remove Customer access to the Journals, or, if applicable, Customer shall immediately remove the Journals from its network and destroy them and shall confirm to Publisher in writing when it has done so.

7.3 Databases

Upon expiry of this Agreement under Clause 4 or termination under Clause 8 for whatsoever reason, Customer shall lose access to the Databases. If applicable, Customer shall immediately remove the Databases from its network and destroy them and shall confirm to Publisher in writing when it has done so.

7.4 Specialist Periodical Reports

- 7.4.1 Upon expiry of this Agreement under Clause 4, 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 chapters from the volumes of the Specialist Periodical Reports that Customer has purchased. For the avoidance of doubt Customer would lose access to the HTML forms of the chapters and other associated functionality, where available. Customer shall continue to have the rights granted in this Agreement with respect to the Specialist Periodical Reports, 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. If Customer has loaded the Specialist Periodical Reports on its own network, it may continue to retain the Specialist Periodical Reports that it has purchased.
- 7.4.2 Upon termination of this Agreement by Publisher under Clause 8.1 or 8.2, Publisher shall immediately remove Customer access to the Specialist Periodical Reports, or, if applicable, Customer shall immediately remove the Specialist Periodical Reports from its network and destroy them and shall confirm to Publisher in writing when it has done so.

7.5 The Dictionary of Substances and their Effects

- 7.5.1 Upon expiry of this Agreement under Clause 4, 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 Dictionary of Substances and their Effects for as long as Publisher continues to make it available electronically.

Customer shall continue to have the rights granted in this Agreement with respect to The Dictionary of Substances and their Effects, provided Customer abides by Publisher's Terms and Conditions in force at the time. Access shall be via Publisher's server. If Publisher decides to discontinue the electronic version of The Dictionary of Substances and their Effects, Publisher shall give Customer three (3) months' notice in writing of its intention to do so.

7.5.2 Upon termination of the Agreement by Publisher under Clause 8.1 or 8.2, Publisher shall immediately remove Customer access to The Dictionary of Substances and their Effects, or, if applicable, Customer shall immediately remove The Dictionary of Substances and their Effects from its network and destroy it and shall confirm to Publisher in writing when it has done so.

7.6 Journal Archive – Purchase Fee Arrangement

7.6.1 Upon expiry of this Agreement under Clause 4, termination under Clause 8.3, or termination by Customer under Clause 8.1, Publisher shall provide continuing External access to the Journal Archive to Customer as long as Customer shall continue to pay the Yearly Maintenance Fee. Customer shall continue to have the rights granted in this Agreement with respect to the Journal Archive, provided Customer abides by Publisher's Terms and Conditions in force at the time. If, under these circumstances, Customer does not pay the Yearly Maintenance Fee and the Agreement is terminated under Clause 8.4, Customer may choose to implement the Journal Archive via an Internal route. If Customer does not pay the Yearly Maintenance Fee and the Customer chooses not to implement the Journal Archive via an Internal route, Publisher shall immediately remove Customer access to the Journal Archive.

7.6.2 Upon expiry of this Agreement under Clause 4, termination under Clause 8.3, or termination by Customer under Clause 8.1, Customer may retain and continue to use the Journal Archive accessed by an Internal route if it has so implemented it. Customer shall continue to have the rights granted in this Agreement with respect to the Journal Archive, provided Customer abides by Publisher's Terms and Conditions in force at the time.

7.6.3 Upon termination of this Agreement by Publisher under Clause 8.1 or 8.2, Publisher shall immediately remove Customer access to the Journal Archive, or if applicable, Customer shall immediately remove the Journal Archive from its network and destroy it and shall confirm to Publisher in writing when it has done so.

7.7 Journal Archive – Lease Fee Arrangement

Upon expiry of this Agreement under Clause 4 or termination for whatsoever reason under Clause 8, Publisher shall immediately remove Customer access to the Journal Archive.

8. Termination

8.1 If either party shall fail to observe or perform any one or more of its obligations hereunder, either party may request the other by notice in writing, specifying the default, to remedy the default (if remediable) within thirty (30) days of notice, and if such remedy has not been completed within the said thirty (30) day period, or if no remedy is possible, the non-breaching party may terminate this Agreement forthwith.

8.2 If Publisher becomes aware of a material breach of the rights granted to Customer

under this Agreement that Publisher reasonably believes shall cause immediate and severe economic injury, Publisher shall notify Customer immediately in writing.

- (i) If Customer accesses Publisher Content by External means, Publisher shall have the right to temporarily suspend Customer's access to Publisher Content to the Customer Site that is responsible for the breach.
- (ii) If Customer accesses Publisher Content by Internal means, Publisher shall have the right to demand that Customer temporarily suspend access of the responsible Customer Site to Publisher Content, with immediate effect from notification.

Customer shall have the right to remedy the breach within thirty (30) days of receipt of written notice from Publisher. Once the breach has been remedied or the breaching activity halted:

- (i) If Customer accesses Publisher Content by External means, Publisher shall immediately reinstate access to Publisher Content.
- (ii) If Customer accesses Publisher Content by Internal means, Publisher shall immediately notify Customer that access to Publisher Content may be reinstated.

If Customer does not satisfactorily remedy the breaching activity within thirty (30) days, Publisher may terminate this Agreement upon written notice to Customer.

Publisher may terminate this Agreement if Customer has persistently and materially breached this Agreement, which shall be deemed to occur if Customer materially breaches this Agreement three (3) or more times during any twelve (12) month period during which the Agreement is in force.

- 8.3 Either party shall have the right to terminate this Agreement summarily upon notice to the other upon the other committing an act of bankruptcy or having a receiver or liquidator appointed over its assets except for the purposes of amalgamation or reconstruction.
- 8.4 Either party may terminate this Agreement if the parties are unable to agree upon any change in Fees for the subsequent calendar year as notified by Publisher to Customer.
- 8.5 Termination of this Agreement for whatsoever reason shall be without prejudice to the right of the parties to claim damages for any previous breach. Waiver of any previous breach by either party shall not prevent subsequent enforcement of this Agreement by either party.
- 8.6 Upon expiry of this Agreement under Clause 4, termination under Clause 8.3, or termination by Customer under Clause 8.1, Customer shall continue to have the rights granted in this Agreement with respect to Publisher Content, provided Customer abides by Publisher's Terms and Conditions in force at the time. This clause is not applicable to the Databases, to the Journal Archive leased under the Lease Fee arrangement, or to the Journal Archive purchased under the Purchase Fee arrangement if Customer does not pay the Yearly Maintenance Fee and chooses not to access the Journal Archive via an Internal route.
- 8.7 Upon termination of this Agreement by Customer under Clause 8.1 or termination by Customer under Clause 8.3, Publisher shall forthwith repay to Customer the proportion of the Fees paid that represents the unexpired part of any subscription or lease fees paid by Customer for Publisher Content under this Agreement. For the

avoidance of doubt, no repayment is due for purchased items, that is, chapters from Specialist Periodical Reports and the Journal Archive under the Purchase Fee arrangement, or for free items, that is, The Dictionary of Substances and their Effects.

- 8.8 Upon termination of this Agreement by Publisher under Clause 8.1 or 8.2, Publisher shall immediately remove Customer access to Publisher Content, or, if applicable, Customer shall immediately remove Publisher Content from its network and destroy it and shall confirm to Publisher in writing when it has done so.
- 8.9 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 Publisher Content under this Agreement.
- 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. The provisions which shall survive the termination of this Agreement are Clauses 5, 7, 9, and 17.

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 Publisher Content 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 the information contained in Publisher Content is accurate and error-free, but Publisher accepts no liability for omissions or errors therein or their consequences. Publisher 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 Publisher Content provided that nothing in this Agreement shall prevent Publisher being liable for death or personal injury caused by its negligence or that of its employees, servants or agents.
- 9.4 If External access is suspended or interrupted or a fault or defect occurs, due to the fault of Publisher, which prevents External access to Publisher Content, Publisher's liability shall be limited to restoring External access to Publisher Content as soon as reasonably practicable and Publisher shall have no other liability to Customer for such cessation of access. For Publisher Content accessed by Customer via an Internal route Publisher shall have no such liability to Customer.
- 9.5 Publisher uses reasonable endeavours to ensure that Publisher Content is fault-free and uncorrupted but Publisher accepts no liability for faults or corruption of Publisher Content or their consequences, including but not limited to any defects caused by the transmission and processing of Publisher Content by Customer. Publisher 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 Publisher Content or transmission and processing of Publisher Content by Customer provided that nothing in this Agreement shall prevent Publisher 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.
- 9.6 Publisher shall indemnify and hold Customer harmless from and against any direct loss, damage, cost, liability or expense (including reasonable legal and professional fees) arising out of any legal action taken against Customer claiming actual or alleged infringements of Publisher Content intellectual property rights. This indemnity shall

survive the termination of this Agreement for any reason. This indemnity shall not apply if Customer has amended Publisher Content in any way not permitted by this Agreement provided such amendment is the cause of the infringement.

9.7 If Publisher discovers any item or part of an item in Publisher Content 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 Publisher Content. If this is not possible, Publisher reserves the right at any time to withdraw from Publisher Content any such item or part of an item. In this case Publisher shall give written notice to Customer of such withdrawal as soon as reasonably practicable, and if Publisher Content is used by an Internal route, Customer shall delete all such material from its implementation of Publisher Content and destroy it and shall confirm to Publisher in writing when it has done so.

9.8 Nothing in this Agreement shall make Customer liable for breach of the terms of this Agreement by any Authorised User or Walk-in 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, including Schedules A, B, C, D, and E, 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 schedules, 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 and/or schedules.

14. Assignment

Neither Customer nor Publisher may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other, such agreement not to be unreasonably withheld. If rights in all or any part of Publisher Content are assigned to another publisher,

Publisher shall use its best endeavours to ensure that the terms and conditions of this Agreement are maintained.

15. Notices

Any notice or request under this Agreement shall be sufficiently given or made by posting the same in a registered letter addressed to a party at the address set forth above or at any other address as one party may specify by notice to the other. Every such notice or request shall be deemed to have been given or made on the day on which the same would in the ordinary course of post be received by the addressee. Alternatively, notice by email may be given, if to Publisher to ejournals@rsc.org.

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 Schedule E (as required in Clause 5.3), and shall not disclose same (except to the extent of any disclosure required by law).
- 17.2 Publisher retains server logs which contain detailed Customer, Authorised User and Walk-in 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 Publisher Content. This access information may be used by Publisher and its agents for customer support purposes only. Publisher shall use its best endeavours to keep confidential from third parties this access information and these usage statistics. In the case that Publisher assigns its rights in this Agreement to a third party, Publisher shall notify Customer as soon as reasonably practicable. Customer may at its discretion require Publisher either to keep such usage statistics confidential or to destroy them. Publisher shall comply with the requirements of the data protection legislation currently in force.

18. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of England irrespective of the place of its physical execution. In case of any difference arising between the parties hereto relating to this Agreement, or any matter arising therefrom or incidental thereto, the same shall be submitted to a mediation procedure in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

19. Headings

The headings in this Agreement are for convenience only and shall not affect its interpretation.

20. Miscellaneous

- 20.1 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.
- 20.2 Usage Statistics. Publisher will provide Customer with COUNTER-compliant usage statistics relating to Publisher Content. Such usage information shall be compiled in a manner consistent with any applicable privacy and data protection laws, and the anonymity of individual users and the confidentiality of their searches shall be fully

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protected.

In WITNESS WHEREOF the parties have duly executed this Agreement on the date and year as written

For and on behalf of
[CUSTOMER]

For and on behalf of
The Royal Society of Chemistry

Signed:

Signed:

Name:.....

Name: Phil Abrahams

Title:.....

Title: Director Customer Services

Date:.....

Date:

SCHEDULE A

Authorised Users

1. Current faculty members (including temporary or exchange faculty for the duration of their assignment);
2. Enrolled post-graduate and undergraduate students;
3. Current staff members; and
4. Contract personnel directly involved in educational and research activities of Customer

SCHEDULE B

Publisher Content

Section A

The electronic versions of the following journals:

Journals	E-ISSN	Years	Access	Copyright Owner*
The Analyst	1364-5528	2000-2006	External	RSC
Annual Reports on the Progress of Chemistry,	A 1460-4760	2000-2006	External	RSC
	B 1460 4779	2000-2006	External	RSC
	C 1460-4787	2000-2006	External	RSC
Chemical Communications	1364-548X	2000-2006	External	RSC
Chemical Society Reviews	1460-4744	2000-2006	External	RSC
Chemistry World	1473-7604 (print ISSN)	2004-2006	External	RSC
CrystEngComm	1466-8033	2000-2006	External	RSC
Dalton Transactions	1364-5447	2003-2006	External	RSC
Faraday Discussions	1364-5498	2000-2006	External	RSC
Green Chemistry	1463-9270	2000-2006	External	RSC
Issues in Environmental Science & Technology	1350-7583 (print ISSN)	1994-2006	External	RSC
J. Chem. Soc., Dalton Transactions	1364-5447	2000-2002	External	RSC
J. Chem. Soc., Perkin Transactions 1	1364-5463	2000-2002	External	RSC
J. Chem. Soc., Perkin Transactions 2	1364-5471	2000-2002	External	RSC
Journal of Analytical Atomic Spectrometry	1364-5544	2000-2006	External	RSC
Journal of Environmental Monitoring	1464-0333	2000-2006	External	RSC
Journal of Materials Chemistry	1364-5501	2000-2006	External	RSC
Lab on a Chip	1473-0189	2001-2006	External	RSC
Molecular BioSystems	1742-2051	2005-2006	External	RSC
Natural Product Reports	1460-4752	2000-2006	External	RSC
New Journal of Chemistry	1369-9261	2000-2006	External	CNRS
Organic & Biomolecular Chemistry	1477-0539	2003-2006	External	RSC

Journals	E-ISSN	Years	Access	Copyright Owner*
Photochemical & Photobiological Sciences	1474-9092	2002-2006	External	ESP/EPA
PhysChemComm	1460-2733	1998-2003	External	RSC
Physical Chemistry Chemical Physics	1463-9084	2000-2006	External	Owner Societies
Soft Matter	1744-6848	2005-2006	External	RSC

Section B

The electronic versions of the following databases:

Databases	E-ISSN	Years	Access	Copyright Owner*
Analytical Abstracts	1471-7107	2006 database	External	RSC
Catalysts & Catalysed Reactions	1474-9181	2006 database	External	RSC
Chemical Hazards in Industry	0265-5721 (print ISSN)	2006 database	External	RSC
Laboratory Hazards Bulletin	0261-2917 (print ISSN)	2006 database	External	RSC
Methods in Organic Synthesis	1478-1565	2006 database	External	RSC
Natural Product Updates	1478-1557	2006 database	External	RSC

Section C

The electronic versions of the following books:

Specialist Periodical Reports	E-ISSN	Years	Access	Copyright Owner*
Amino Acids, Peptides and Proteins	1465-1912	1998-2002, 2004, 2006	External	RSC
Carbohydrate Chemistry, Monosaccharides, Disaccharides and Specific Oligosaccharides	1465-1963	1998-2003	External	RSC
Catalysis	1465-1920	1999, 2000, 2002, 2004, 2005, 2006	External	RSC
Chemical Modelling: Applications and Theory	1472-0973	2000, 2002, 2004, 2006	External	RSC
Electron Paramagnetic Resonance	1465-1995	1999, 2000, 2002, 2004, 2006	External	RSC
Nuclear Magnetic Resonance	1465-1882	1998-2006	External	RSC
Organometallic Chemistry	1465-1890	1998-2002, 2004, 2005, 2006	External	RSC
Organophosphorus Chemistry	1465-1904	1999-2003, 2005, 2006	External	RSC
Photochemistry	1465-1947	1998-2002, 2004, 2005	External	RSC
Spectroscopic Properties of Inorganic and Organometallic Compounds	1465-1939	1998-2002, 2004, 2005, 2006	External	RSC

Section D

The electronic versions of the following book:

Books	E-ISSN	Years	Access	Copyright Owner*
The Dictionary of Substances and their Effects	Not applicable	Not applicable	External	RSC

Section E

The electronic version of the following:

Journal Archive	E-ISSN	Years	Access
Journal Archive – Purchase/Lease Fee Arrangement	Not applicable	1841-2004	External/Internal

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

Journal	Date	Copyright Owner*
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 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

Journal	Date	Copyright Owner*
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, the Swiss Chemical Society, Türkiye Kimya Derneği

SCHEDULE C

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For multisite:

List of Sites

Secure Authentication Protocol

External:

Secure Authentication by IP addresses

List IP addresses

and/or (choose External and/or Internal)

Internal:

Secure Authentication by:

Internal Network
Customer-issued Username and Password
Intranet

SCHEDULE D

Payment

TO BE AGREED.

SCHEDULE E

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