ELECTRONIC ACCESS LICENCE AGREEMENT

This Agreement is made the _____ day of _________________ 20____ between The Royal Society of Chemistry located at Thomas Graham House, Science Park, Milton Road, Cambridge CB4 0WF, UK (“Publisher”) and [Customer Name] located at [Customer Address] (“Customer”).

WHEREAS

(A) Publisher holds journal articles in electronic form;
(B) Customer wishes to license access to journal articles; 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 as specified below who have been allowed access to Publisher Content by Customer, such access to be by Secure Authentication:

(i) faculty members (including temporary or exchange faculty members for the duration of their assignment);
(ii) enrolled post-graduate and undergraduate students;
(iii) current staff members;
(iv) contract personnel directly involved in educational and research activities of Customer; and
(v) Walk-In Users, i.e. persons who do not fall into any of the categories above but are permitted by the Customer to access Publisher Content whilst they are on Customer’s physical premises. Such access must at all times be by Secure Authentication on computer terminals within the Customer’s physical premises. Walk-In Users may not be given means to access Publisher Content outside the Customer’s physical premises or by any wireless network unless the network is a secure network provided by the Customer.

“Commercial Use” means use which is for direct monetary reward or commercial advantage, whether by or for Customer or Authorised 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 by Customer for use of Publisher Content is not deemed to constitute Commercial Use;
(ii) use of Publisher Content by Customer or Authorised Users in the course of academic research funded by a commercial organisation is not deemed to constitute Commercial Use; and
(iii) use of Publisher Content by Customer or Authorised Users in the course of contract research carried out for a commercial organisation to which the research results will be provided is deemed to constitute Commercial Use;

“Customer Site(s)” means the site(s) of Customer specified in Schedule B;

“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 C;

“Internal” means an access route to Publisher Content where Publisher Content is loaded on Customer’s own network;
2. Licence

Subject to the terms and conditions set forth in this Agreement, Publisher hereby grants to Customer the non-exclusive and (subject to Clause 14 below) non-transferable right 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 A:

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 make available 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 make available 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 Authorised User so that these users may access and use Publisher Content in accordance with the terms of this Agreement.

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 A 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 (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 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 or electronic copy of an electronic original of an individual item which is part of Publisher Content. 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 to give effect to its rights and obligations under this Agreement.

2.8 If Customer wishes to make any other use of Publisher Content or to carry out any other activity related to Publisher Content that is not explicitly mentioned above in this Clause 2 or set out in Schedule D, 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 Any Yearly Maintenance Fee, if applicable, is subject to review on an annual basis, and Publisher shall notify Customer in writing of any change to any Yearly Maintenance Fee for the subsequent year sixty (60) days prior to the end of the current calendar year.

4. Term of Agreement

This Agreement shall remain in force for an indefinite period unless terminated under Clause 8.

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 D (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. Notwithstanding Clause 13, and subject only to Publisher giving Customer thirty (30) days prior notice, Publisher's Terms and Conditions are subject to change any time at the discretion of Publisher.

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 via Secure Authentication.

6.1.1 Customer's access to or the provision of access to Publisher Content shall be by IP authentication. Customer shall ensure that the IP range allows access only by Authorised Users. Customer shall only offer a proxy, or firewall, IP that will allow Authorised 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 Where Customer does not have the technical facilities to comply with 6.1.1, Publisher may, at its sole discretion, permit Customer to access or to provide access to Publisher Content using assigned username and password. In such cases, Customer shall be responsible for ensuring that the username and password are provided 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 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 twenty-four (24) hours a day, seven (7) days a week. In the event of any unplanned downtime or unavailability of the Publisher Content for any reason, whether through the fault of Publisher or otherwise, Publisher's sole responsibility shall be to use its reasonable endeavours to restore External access to Publisher Content as soon as reasonably practicable and Publisher shall have no liability to Customer for such interruption to access.

6.3 For Publisher Content accessed by Customer via an Internal route Publisher shall have no responsibility whatsoever to Customer for interruption of access.

6.4 Publisher reserves the right to change the format of or the hosting service for Publisher Content.

6.5 Customer's access to Publisher Content is at all times subject to compliance with the terms of this Agreement and in particular, but without limiting the generality of the foregoing, to the timely payment of all applicable Fees.

7. Access to Publisher Content upon Termination

7.1 Where, following termination of this Agreement as set out below, Customer's access to Publisher Content 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 or, if applicable, require Customer to delete Publisher Content held on its network, which Customer shall do as soon as reasonably practical after notification from Publisher and confirm to Publisher in writing when it has done so.

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

7.2.1 Upon termination under Clause 8.3, or termination by Customer under Clause 8.1, Customer may retain and continue to use the Publisher Content 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 Publisher Content, provided Customer abides by Publisher's Terms and Conditions in force at the time.

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

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 this Agreement and reasonably believes such breach is likely to cause serious financial, operational or reputational loss to the Publisher, Publisher may:

(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 thirty (30) days from receipt of written notice from Publisher in which to remedy the breach. Once the breach has been remedied to Publisher's satisfaction 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 or halt the breaching activity within thirty (30) days, Publisher may terminate this Agreement with immediate effect upon written notice to Customer.

Publisher may terminate this Agreement if Customer has persistently and materially breached this Agreement, irrespective of whether such breaches were later remedied, 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.

8.6 Upon 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 if Customer does not pay the Yearly Maintenance Fee and chooses not to access the Publisher Content via an Internal route.

8.7 Upon termination of this Agreement by Publisher under Clause 8.1 or 8.2, Publisher shall not
8.8 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.

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 Publisher Content is accurate, error-free and uncorrupted, but Publisher accepts no liability whatsoever for any loss, claim or damage of any nature, whether direct, indirect, consequential or special (including without limitation, legal fees) suffered or incurred by Customer and alleged to be caused by:

(i) omissions or errors in the Publisher Content or their consequences; or
(ii) faults in or corruption of Publisher Content or their consequences, including but not limited to any defects caused by or during the transmission of Publisher Content across the Internet or by the processing of Publisher Content by Customer.

9.4 Nothing in this Agreement shall limit or exclude the liability of either party to the other for death or personal injury caused by its negligence or that of its employees, servants or agents.

9.5 Subject to Clauses 9.4 and 9.6, in the event that Customer makes a claim against Publisher for whatever reason, Publisher’s liability (if any) shall not exceed the price paid or to be paid by the Customer for the Publisher Content. Under no circumstances shall Publisher be liable for any consequential, indirect or special losses howsoever arising or for any loss of profits, revenue, interest, goodwill, business and/or savings (whether direct or indirect).

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 by a third party claiming Publisher Content is in actual or alleged infringement of their intellectual property rights. This indemnity is subject to:

(a) the Customer promptly notifying the Publisher of any claim or action,
(b) the Publisher having sole control of such claim or action, and
(c) the Customer not making any admission of liability or agreeing to settle or compromise the claim or action. 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 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 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 reasonably practicable, Publisher reserves the right at any time to withdraw from Publisher Content any such item or part of an item. 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 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 the attached Schedules, 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

Subject to Clause 5.3, this Agreement, including the schedules, may be amended only in writing signed by duly authorised representatives of the parties.

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 Publisher Content are assigned to another publisher, Publisher shall use its best endeavours to ensure that Customer may continue to have access to the Publisher Content 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 jnl_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.

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 D (as required in Clause 5.3), 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 Publisher Content. 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.

19 Miscellaneous

19.1 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.

19.2 **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 protected.

20. **Dispute Resolution**

Any difference arising between the parties shall initially be submitted to a mediation procedure in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Should the mediation be unsuccessful, neither party is precluded from instigating legal proceedings under Clause 21.

21. **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 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.

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

For and on behalf of

[Customer Name]

Signed: .................................................................
Name: .................................................................
Title: .................................................................
Date: .................................................................

For and on behalf of

The Royal Society of Chemistry

Signed: .................................................................
Name: .................................................................
Title: .................................................................
Date: .................................................................
SCHEDULE A
Publisher Content

Part 1 – Society Publications & Society Minutes

Part 1 consists of the electronic version of the following:

- Chemistry in Britain (1965-2003)
- Education in Chemistry (1964-2006)
- Lectures, Monographs & Reports (1949-1967)
- Monographs for Teachers (1965-1982)
- Lists of Fellows (1843-1953)
- Royal Institute of Chemistry Council Minutes (1876-1966)
- Chemical Society & Royal Society of Chemistry Council Minutes (1841-1966)
- Royal Institute of Chemistry Committee Minutes (1877-1966)
- Royal Institute of Chemistry Annual Reports (1960-1980)
- Chemical Society & Royal Society of Chemistry Annual Reports (1963-2012)

Part 2 – Historical Papers

Part 2 consists of the electronic version of the following:

- Nathan Collection
- Roscoe Collection
- Robinson/Camps Collection
- Sir Frederick Abel Papers
- Davy Bookcase
SCHEDULE B

Customer Site(s) and Secure Authentication Protocol

**Customer Site(s)**

“Customer Site” means Customer’s physical address plus all Customer’s locations within that same city or within a five (5) mile [eight (8) km] radius of Customer’s address.

**Secure Authentication Protocol**

**External:**

*Secure Authentication by IP addresses*

*List IP addresses*
SCHEDULE C

Payment

The Fee for the outright purchase of the [Part 1] Historical Collection = £X,XXX.XX*.

The Yearly Maintenance Fee is payable at a rate of 5% of the purchase Fee.

* All Fees are in GBP (£)/USD ($), exclusive of all taxes.
SCHEDULE D

Terms and Conditions
Use of Information from The Royal Society of Chemistry (“RSC”)

Academic Subscribers (full-rate subscriptions)

Definitions

Authorised Users: means the Customer’s current faculty members (including temporary or exchange faculty for the duration of their assignment); enrolled post-graduate and undergraduate students; current staff members; contract personnel directly involved in educational and research activities of the Customer; and Walk-in Users, i.e. persons who do not fall into any of the categories above but are permitted by the Customer to access Publisher Content whilst they are on Customer’s physical premises. Such access must at all times be by Secure Authentication on computer terminals within the Customer’s physical premises. Walk-In Users may not be given means to access Publisher Content outside the Customer’s physical premises or by any wireless network unless the network is a secure network provided by the Customer.

Commercial Use: means use which is for direct monetary reward or commercial advantage, whether by or for the organisation or Authorised User, by means of the sale, resale, loan, transfer, hire or other form of exploitation of RSC Information. For the avoidance of doubt:
(i) charging of Authorised Users by the organisation for use of RSC Information is not deemed to constitute Commercial Use;
(ii) use of RSC Information by the organisation or Authorised Users in the course of academic research funded by a commercial organisation is not deemed to constitute Commercial Use; and
(iii) use of RSC Information by the organisation or Authorised Users in the course of contract research carried out for a commercial organisation to which the research results will be provided is deemed to constitute Commercial Use;

Customer means the university or other organisation which has a contractual relationship with the RSC to access certain RSC Information.

RSC Information means information provided by the RSC that an Organisation and their Authorised Users have a contractual entitlement to access.

Secure Authentication: means access to RSC Information by Internet Protocol (“IP”) ranges or by a username and password provided by the RSC to Customer or by another means of authentication agreed between the RSC and the organisation;

Prohibited Uses

Authorised Users shall not use any automated program including without limitation webcrawlers to access RSC Information. Such activities may have a detrimental effect on RSC Information or access thereto, and they are strictly forbidden.

Permitted Uses

Authorised Users may access RSC information via Secure Authentication only.

Authorised Users are permitted to:

1. search, retrieve, display, and view RSC Information;
2. copy (including printing and downloading) RSC Information and retain it as long as required for their own personal non-Commercial Use;
3. use RSC Information for the purposes of research or private study only, and not for Commercial Use;
4. store RSC Information electronically, provided the use is consistent with the other terms and conditions described here; and
5. include RSC information (for example, a figure, diagram or chart) in a presentation or in a in a published work provided always that permission has been sought and obtained from the RSC in advance, except as permitted in accordance with fair use/fair dealing principles. Details of the RSC’s procedures for processing permission requests can be found on the RSC’s website at www.rsc.org/permissions. The material must carry the relevant credit, as specified below in a position and typeface as to be clearly visible. (Please refer to www.rsc.org/journalscopyright for the list of copyright owners of RSC journals):
   (i) “(original citation) – Reproduced by permission of The Royal Society of Chemistry”;
   (ii) “(original citation) – Reproduced by permission of the PCCP Owner Societies”; or
In addition to the above, Authorised Users other than Walk-in Users are permitted to:

1. distribute or otherwise make available RSC information to other Authorised Users;
2. include copies (including printed or downloaded) of RSC information:
   (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 the course of instruction only; and
   (ii) in reserves (in printed or electronic form) for access by Authorised Users in connection with specific courses offered by the organisation.

Copies of RSC information in any online or offline (for example, CD-ROMs) electronic form whatsoever which are included in electronic course packs or reserves must be deleted or destroyed, as appropriate, by the Authorised User no later than thirty (30) days after the end of the term in which the related course concludes.

If Authorised Users wish to gain permission from the RSC to carry out any other activity not explicitly mentioned above, they must obtain prior permission from the RSC. Go to www.rsc.org/permissions for details.

**Copyright**

The RSC and any other applicable copyright owner(s) retains all applicable intellectual property rights, including but not limited to, copyright, and database rights, and these Terms and Conditions do not have the effect of transferring any such rights to any Authorised User. Copyright notices must not be removed, obscured, or modified in any way. Authorised Users must take all reasonable precautions to prevent theft or inadvertent illicit use of the intellectual property in RSC Information. The relevant copyright notice must be displayed on all copies made from RSC Information.