

**RSC ELECTRONIC ACCESS LICENCE AGREEMENT**

**ACADEMIC AGREEMENT – FREE ACCESS**

This Agreement is between The Royal Society of Chemistry ("Publisher") and the academic

authentication agreed between Publisher and Customer.

Subscription

means RSC Electronic Content being made available free of charge to Customer.

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 normally be acceptable for reading;

-

means a category of Authorised User as set out in point (v) of the definition of Authorised Users.

## 2. Licence

Subject to the terms and cond.JETBTnd coCC(be)4(124(s)-th)-7(oris)hh3s a categorosher and Customer

libraries. Publisher licenses Customer to supply for each interlibrary supply request to a library, for the purposes of research for a non-Commercial Use or private study only, a single paper copy of an electronic original of an individual item which is part of Subscription. Such supply may be by post or fax or by secure transmission, in which latter case the electronic file must be deleted immediately after printing unless the user who is authorised at the said library is a Visually Impaired 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 Subscription at Customer Site 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 Subscription or to carry out any other activity related to Subscription that is not explicitly mentioned above in this Clause 2 or set out in Clause 5, Customer must obtain prior written permission from Publisher.

### 3. Payment

There is no charge for Customer access to Subscription.

### 4. Copyright and Ownership

- 4.1 Subscription 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 Subscription 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 Subscription (see Clause 2.4 for the form of words to be used).
- 4.2 Customer acquires no intellectual property rights in Subscription and all such rights remain with the copyright owner.

~~5.3~~ Clause 5 (also available on

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

- 4.4 Each party shall use its best endeavours to safeguard the intellectual property and proprietary rights of the other party.

### 5. Authorised Uses

- 5.1 Authorised Users of Subscription are permitted to:
- 5.1.1 search, retrieve, display, and view information from Subscription;
  - 5.1.2 copy (including printing and downloading) information from Subscription and retain it as long as they wish for their own personal non-Commercial Use;
  - 5.1.3 use information from Subscription for the purposes of research or private study only, and not for Commercial Use;
  - 5.1.4 store information from Subscription electronically, provided the use is consistent with the other terms and conditions described in this Agreement; and
  - 5.1.5 include information from Subscription (for example, a figure, diagram or chart) in a presentation or in a published work provided permission has been sought and obtained from Publisher in advance, except as permitted in accordance with fair use/fair dealing principles.









English courts in respect of any contractual and non-contractual disputes arising out of or in connection with this Agreement.