

The Royal Society of Chemistry (RSC)

Auszug aus dem Lizenzvertrag
Abridged version of License Agreement

(...)

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;

(iii) recovery of costs is not deemed to constitute Commercial Use; and

(iv) the use of Metadata by search engines does not constitute Commercial Use as long as the Metadata is not sold, lent, distributed or otherwise re-licensed via that search engine or the access to that Metadata on that search machine is exclusively being charged for;

(...)

"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;

(...)

"Internal" means an access route to Publisher Content where Publisher Content is loaded on Customer's own network;

(...)

"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 normally be acceptable for reading;

(...)

2. Licence

Subject to the terms and conditions set forth in this Agreement, Publisher hereby grants to Customer a nonexclusive and (...) 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 (...):

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

2.1.1.1 Neither Customer nor Authorised 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 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.

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 in 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/journalcopyright):

(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 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 non-Commercial Use or private study only, a single paper or electronic copy or 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.

(...)

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 (...).

5.2 Customer acquires no intellectual property rights in Publisher Content and all such rights remain with the copyright owner.

(...)

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

(...)

SCHEDULE D

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

Academic Subscribers

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;

(...)

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 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 <http://rsc.li/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"; 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";

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.

(...)

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.

(...)

SCHEDULE E

OA Article Workflows and Services

(...)

1. Eligible authors

1.1 Authors ("Eligible Authors") who want to publish OA Articles must be affiliated with one of the Customer Sites and agree to Publisher's open access publishing conditions.

1.2 Eligible Authors must be the corresponding author and their Customer Site must be stated as their affiliation in the OA Article.

(...)

1.4 Eligible Authors can object to their article being made an OA Article (so-called opt out) and publish subscription based instead. Publisher will inform the Customer in each case accordingly and in a timely manner.

2. Obligations of Publisher and Customer

2.1 Publisher shall publish the following article types from Eligible Authors as OA Articles under a Creative Commons Attribution (CC-BY) licence without delay upon first publication:

- Communications;
- Papers; and
- Review-type articles

Articles made OA up to one month after first publication can still be counted/invoiced under this agreement. If an article is set to OA later, it can no longer be considered.

Publisher will notify authors that any additional service fees (e.g. colour-in-print, reprints, posters) are not included in the Agreement.

(...)

2.3 Publisher shall be responsible for the identification of Eligible Authors. If authors have not stated their eligibility before publication, they are not eligible anymore to publish open access under this Agreement if the article has already been published in an eligible Journal.

(...)

4. Editorial independence

4.1 Both parties recognise that Customer will not be involved in the editorial processes despite its financial obligations towards Publisher.

4.2 Publisher is not obligated to publish an article submitted by an Eligible Author on the basis of this agreement.

4.3 Customer recognises that the selection of content that is to be published on Publisher's platform is entirely at Publisher's discretion. Customer relinquishes all possibly due claims towards Publisher resulting from publisher's rejection to publish content, either entirely or partially, submitted by an Eligible Author.

(...)