

## The Royal Society of Chemistry (RSC)

Auszug aus dem Lizenzvertrag  
Abridged version of License Agreement

(...)

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.

(...)

**"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. Customer may use a contractor for technical services (e.g. hosting).

**2.1** Publisher licenses Consortium Leader and Customers to access and use Publisher Content (by an External and an Internal route). Consortium Leader and Customers 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 mount or distribute any part of Publisher Content on any other network.

**2.1.1.2** Access must be by means of Secure Authentication.

**2.1.1.3** Authorised Users other than Walk-in Users may access Publisher Content via remote access.

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, except for those technical measures that are required for long-term storage or preservation (including, but not limited to, conversion into other data formats).

**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 no longer made available to Authorised Users by Customer no later than thirty (30) days after the end of the term in which the related course concludes.

Except for material that is published under a Creative Commons license, 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/journalscopyright](http://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 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 other libraries within Germany. 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 as are reasonably necessary to give effect to its rights and obligations under this Agreement.

**2.8** encourage scholarship, teaching and learning and to conduct research by the Consortium Leader, Customers, and Authorised Users according to the following principles, as long as the purpose is not to create a product for use by third parties that would substitute the Publisher Content:

- (i) Raw data may be extracted from the Publisher Content.
- (ii) TDM may be performed on the unchanged Publisher Content or on extracted data (including but not limited to reproducing, storing, adapting, assembling large collections or extracting substantial portions of data and analysing them).
- (iii) The raw data is research data and may be stored, published and distributed in any medium or form under any licence in order to ensure reproducibility and sustainability, as long as the Publisher Content cannot be reconstructed in its original, human readable form.

TDM may be undertaken on either locally loaded Publisher Content or as mutually agreed. Attribution must be made to the Publisher and/or copyright owner in an appropriate manner and form.

**2.9** 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, Customer must obtain prior written permission from Publisher.

(...)

## **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/or 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.

(...)

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

(...)