

## ELECTRONIC ACCESS AND READ & PUBLISH LICENCE AGREEMENT

This Agreement is made the 14 day of February 2019 between The Royal Society of Chemistry a company incorporated in England by Royal Charter (Registered No. RC000524) and a Registered Charity No. 207890 whose registered office is located at Burlington House, Piccadilly London W1J 0BA, United Kingdom ("Publisher") and Konsortium der Schweizer Hochschulbibliotheken, Geschäftsstelle, located at ETH Zürich, ETH-Bibliothek, Rämistrasse 101, CH-8092 Zürich ("Consortium Leader").

Consortium Leader is duly authorised by all institutions of higher education and non-commercial research institutions in Switzerland listed in Schedule B ("Customers") who wish to subscribe to the journals and databases of the Publisher specified in Schedule A.

### WHEREAS

- (A) Publisher publishes and holds journal articles and databases in electronic form;
- (B) Customer wishes to publish articles in the journals via the Gold Open Access route and license access to journal articles and/or databases;
- (C) Publisher agrees to grant such licence;
- (D) Consortium Leader negotiates the terms and conditions of this licence with the publisher on behalf of the Customers.

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; and
  - (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;
- "Corresponding Authors" means authors who are Authorised Users other than Walk-In Users who are also the corresponding author of an article published in a Journal.
- "Databases" means the publications specified in Section B of Schedule A;
- "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 Consortium Leader's own network;
"Headers"	means the article titles, bibliographic information and abstracts of the articles in the Journals;
"Hybrid Journals"	means the publications specified in Section A of Schedule A
"Journal Archive"	means the publications specified in Section C of Schedule A;
"Journals"	means the publications specified in Section A of Schedule A;
"OA Articles"	the articles published in Hybrid Journals for which the Corresponding Author is an Authorised User and are published Gold Open Access via a Creative Commons CC-BY or CC BY-NC licence;
"Customer(s)"	means the site(s) of Customer specified in Schedule B;
"Non-Gold OA Publisher Content"	means the Publisher Content which has <u>not</u> been published Gold Open Access via a Creative Commons CC-BY or CC BY-NC licence;
"Publishing Fee"	means the Fee paid by Customer to publish OA Articles in subscription Hybrid Journals based on the base article processing charge (APC) of [REDACTED], exclusive of all taxes.
"Reading Fee"	means the Fee paid by Customer to Customers to access the Publisher Content under the terms of this Agreement.
"RSC Read & Publish Offer"	the offer document presented by Publisher to Customer as specified in Schedule F.
"Publisher Content"	means the content of Publisher specified in Schedule A (as amended from time to time by the parties);
"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 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 normally be acceptable for reading;
"Walk-in Users"	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 conditions set forth in this Agreement, Publisher hereby grants to Customer a non-exclusive and (subject to Clause 14 below) non-transferable right and licence to use Publisher Content.

2.1 Publisher licenses Consortium Leader and Customers to access and use Publisher Content through Publisher's web site. Consortium Leader and Customers 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 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, except for in the case of the anthologies or reserves specified in Clause 2.4 below where parts of the Publisher Content can be made available to the relevant Authorised Users via the particular Customer's secure Intranet.

2.1.2.2 Access must be by means of Secure Authentication.

2.1.2.3 Customer may not alter Non-Gold OA 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 Non-Gold OA 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/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 at Customers 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 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 Customers as are reasonably necessary to give effect to its rights and obligations under this Agreement. Publisher archives the Journals and Archive Lease via the following archive solutions: Portico, CLOCKSS and LOCKSS.
- 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.
- 2.9 Publisher licenses Customer to download, extract and index information from the Publisher Content and, where required, mount, load and integrate the results on a server used for the Customer's text mining system and evaluate and interpret the text and data mining ("TDM") output for access and use by Authorised Users. Customer ensures that all TDM is carried out under the other conditions of this Clause 2. TDM may be undertaken on either locally loaded Publisher Content or as mutually agreed.

### **3. Payment**

- 3.1 Customer shall, in consideration of the rights set out in this Agreement, pay Publisher their individual Fee (see Schedule C). 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. Invoices should be paid within thirty (30) days of receipt.
- 3.2 The Fees are subject to review on an annual basis, and Publisher shall notify Consortium Leader in writing of any change to the Fees for the subsequent year not less than sixty (60) days prior to the end of the current Term. If it is not possible to agree the Fees within thirty (30) days of notification, the Agreement shall terminate automatically at the end of the then current Term.

### **4. Term of Agreement**

The Term of this Agreement is 1st January 2019 to 31st December 2020. This Agreement may be extended at the expiry date and each anniversary thereof for a further period of one (1) year by Consortium Leader and Publisher agreeing the Publisher Content and Fee for the new Term. If a Read & Publish deal is in place this agreement must be by end 31<sup>st</sup> October of the current year as specified in Clause 5.1 of Schedule E. If the Agreement is to be extended, an Addendum, 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 and, if applicable, 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 except those granted under CC-BY and CC BY-NC licences 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 all reasonable efforts to distribute these Terms and Conditions to Authorised Users to make them 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 use its reasonable endeavours, subject to any reasonable periods of planned downtime or maintenance, to make this Publisher Content available to Customer 24 hours a day, 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. Where the Services are not available to the Customer during the current subscription period due to circumstances within reasonable control of the Publisher for more than seven (7) consecutive days, Customer shall refund to the Customer a proportion of the Fee prorated to the period of such unavailability within in the subscription period to which the Fee relates. In case of a renewal, the refunding Fee will be deducted from the renewal Fee of the following year.
- 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 Expiry or Termination

- 7.1 Where, following expiry or 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 Journals, Hybrid Journals & Journal Archive
- 7.2.1 Upon expiry of this Agreement, termination under Clause 8.3 or 8.4, or termination by Customer under Clause 8.1, Publisher shall provide at no cost to the Customer perpetual online archival access to the PDF forms of the articles from the volumes of the Journals that Customer licensed prior to the termination of this Agreement, subject always to the provisions of Clause 7.1 above. For the avoidance of doubt Customer will lose access to the HTML forms of the articles and other related functionality. Access shall be via Publisher's server or by Publisher supplying Customer with the PDFs and the Headers via a means to be agreed at the time. In the event that the Publisher can no longer provide such archival access, the Publisher may make the online form of the Journals available through third-party service providers, who may impose their own charges, for which the Publisher is not accountable nor in any way involved in the negotiation. Publisher archives the Journals and Archive Lease via the following archive solutions: Portico, CLOCKSS and LOCKSS.
- 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 Hybrid Journals, or, if applicable, Customer shall immediately remove the Hybrid 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 or termination 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.

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 and if liable) within sixty (60) days of notice, and if such remedy has not been completed within the said sixty (60) day period, or if no remedy is possible, the non-breaching party may terminate this Agreement forthwith.

8.2 If Publisher becomes aware that a Customer is in material breach of this Agreement and reasonably believes such breach is likely to cause serious financial, operational or reputational loss to Publisher, and if the Customer is responsible for the breach, Publisher may:

- (i) If Customer accesses Publisher Content by External means, temporarily suspend Customer's access to Publisher Content to the Customer that is responsible for the breach and notify Customer in writing as soon as reasonably practical; or
- (ii) If Customer accesses Publisher Content by Internal means, demand that Customer temporarily suspend access to Publisher Content, until further notice from Publisher, and Customer shall comply as soon as reasonably practical.

If the Customer is responsible for the breach, Customer shall have sixty (60) 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 promptly reinstate access to Publisher Content.
- (ii) If Customer accesses Publisher Content by Internal means, Publisher shall promptly notify Customer that access to Publisher Content may be reinstated.

If Customer does not satisfactorily remedy or halt the breaching activity within sixty (60) days, Publisher may terminate this Agreement with immediate effect upon written notice to Customer.

If Customer persistently and materially breaches this Agreement, irrespective of whether such breaches were later remedied, Publisher may limit access to Publisher Content, providing it only to Customer's library staff until Customer can provide evidence that it has made all reasonable efforts to prevent future breaches.

8.3 Either party shall have the right to terminate this Agreement with immediate effect 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 solvent amalgamation or reconstruction.

8.4 Termination of this Agreement for whatever reason shall be without prejudice to the rights of the parties to claim damages for any previous breach.

8.5 Upon termination of this Agreement by Customer under Clause 8.1 or 8.3, Publisher shall 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.

8.6 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.

8.7 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.

8.8 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.

8.9 The Customer may terminate its participation in this Agreement for the subsequent calendar year if sufficient funds are not made available by its institutional budget processes for the

purpose of this Agreement.

## 9. Warranties and Liabilities

- 9.1 Publisher hereby warrants to Consortium Leader and Customers 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 Consortium Leader 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 9.7, in the event that Consortium Leader or a 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 In the event that Publisher makes a claim against Consortium Leader and/or a Customer(s) for whatever reason, Consortium Leader and/or Customer(s)'s liability (if any) shall not exceed the price paid or to be paid by the Customer(s) for the Publisher Content. Under no circumstances shall the Consortium Leader or Customers 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).
- 9.7 Publisher shall indemnify and hold Consortium Leader and Customers 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 Consortium Leader or a 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 Consortium Leader or 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.
- 9.8 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 Consortium Leader of such withdrawal as soon as reasonably practicable, and if Publisher Content is used by an Internal route, Consortium Leader 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.
- 9.9 Nothing in this Agreement shall make Consortium Leader or Customers liable for breach of the terms of this Agreement by any Authorised User provided that the Customer concerned 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, by email (to Publisher to [jnl\\_licences@rsc.org](mailto: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 The parties treat as confidential all facts and information that are neither common knowledge nor publicly accessible and in which there is an interest in maintaining their confidentiality in good faith on account of their nature. In case of doubt, facts and information are to be treated as confidential. Mandatory duties of disclosure according to Swiss law remain reserved (e.g. in accordance with BGO, B6B).
- 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 Usage Statistics. Publisher will provide Consortium Leader and Customers with access to usage statistics compliant with the latest release of the Project COUNTER Code of Practice ([www.projectcounter.org](http://www.projectcounter.org)). These statistics will cover all Publisher Content listed in Schedule A, Sections A, B and C, excluding the Databases *Chemistry World* and *Education in Chemistry*. Please note that the access to the closed Databases *Catalysts & Catalysed Reactions* and *Methods in Organic Synthesis* from Schedule A, Section B are included with the usage statistics for Synthetic Reaction Updates.

19.2 OA Article Workflow and Services: The parties shall use reasonable efforts to develop streamlined author identification and verification workflows as well as efficient invoicing and reporting processes as specified in Schedule E.

## 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. For avoidance of doubt, parties are allowed at any time to take all necessary legal measures to avoid losing their rights."

## 21. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of Switzerland irrespective of the place of its physical execution and the parties hereto hereby submit to the exclusive jurisdiction of the Swiss 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  
Konsortium der Schweizer  
Hochschulbibliotheken, Geschäftsstelle

Signed: .....

Name: Dr. Rafael Ball

Title: Project Manager CSAL

Date: 14.11.2019

For and on behalf of  
The Royal Society of Chemistry

Signed

Name:

Title: .....

Date: 26/02/19

## SCHEDULE A

### Publisher Content

Customers have agreed to take up one of the following options as specified in Schedule C:

- **Option 1: RSC Gold 2016 package plus *Environmental Science: Water Research & Technology* (1)** with an additional option to take 2018 new journal titles (NJ18) and/or 2019 new journal titles (NJ19); or
- **Option 2: Read & Publish (2)** with an additional option to take literature alerting Databases (LA).

The Publisher Content included in each option is specified in Sections A and B below.

The Publisher Content in Section C applies only to Customers purchasing the Journal Archive. Details of these purchases are specified in Schedule C.

#### Section A

Customer has access to the electronic versions of the following Journals via an External route:

Journals	E-ISSN	Hybrid Journals	Access years during Term	Post-cancellation access	Options	Copyright Owner*
<b>Analyst</b>	1364-5528	√	2008-2020	2019-2020	1 & 2	RSC
<b>Analytical Methods<sup>1</sup></b>	1759-9679	√	2009-2020	2019-2020	1 & 2	RSC
<b>Annual Reports on the Progress of Chemistry,</b>	<b>A</b> 1460-4760	-	2008-2013	-	1 only	RSC
	<b>B</b> 1460-4779	-	2008-2013	-	1 only	RSC
	<b>C</b> 1460-4787	-	2008-2013	-	1 only	RSC
<b>Biomaterials Science<sup>1</sup></b>	2047-4849	√	2013-2020	2019-2020	1 & 2	RSC
<b>Catalysis Science &amp; Technology<sup>1</sup></b>	2044-4761	√	2011-2020	2019-2020	1 & 2	RSC
<b>Chemical Communications</b>	1364-548X	√	2008-2020	2019-2020	1 & 2	RSC
<b>Chemical Science<sup>1,2</sup></b>	2041-6539	-	2010-2014	-	1 only	RSC
<b>Chemical Society Reviews</b>	1460-4744	√	2008-2020	2019-2020	1 & 2	RSC
<b>CrystEngComm</b>	1466-8033	√	2008-2020	2019-2020	1 & 2	RSC
<b>Dalton Transactions</b>	1477-9234	√	2008-2020	2019-2020	1 & 2	RSC
<b>Energy &amp; Environmental Science<sup>1</sup></b>	1754-5706	√	2008-2020	2019-2020	1 & 2	RSC
<b>Environmental Science: Nano<sup>1</sup></b>	2051-8161	√	2014-2020	2019-2020	1 & 2	RSC
<b>Environmental Science: Processes &amp; Impacts</b> including Journal of Environmental Monitoring (1464-0333) 2008-2012	2050-7895	√	2013-2020	2019-2020	1 & 2	RSC
<b>Environmental Science: Water Research &amp; Technology<sup>1</sup></b>	2053-1419	√	2015-2020	2019-2020	1 & 2	RSC

Journals	E-ISSN	Hybrid Journals	Access years during Term	Post-cancellation access	Options	Copyright Owner <sup>4</sup>
Faraday Discussions	1364-5498	√	2008-2020	2019-2020	1 & 2	RSC
Food & Function <sup>1</sup>	2042-650X	√	2010-2020	2019-2020	1 & 2	RSC
Green Chemistry	1463-9270	√	2008-2020	2019-2020	1 & 2	RSC
Inorganic Chemistry Frontiers <sup>1</sup>	2052-1553	√	2014-2020	2019-2020	2 & NJ18	PKU
Issues in Environmental Science & Technology	1465-1874	-	2008-2020	2019-2020	1 only	RSC
Journal of Analytical Atomic Spectrometry	1364-5544	√	2008-2020	2019-2020	1 & 2	RSC
Journal of Materials Chemistry A	2050-7496	√	2013-2020	2019-2020	1 & 2	RSC
Journal of Materials Chemistry B	2050-7518	√	2013-2020	2019-2020	1 & 2	RSC
Journal of Materials Chemistry C	2050-7534	√	2013-2020	2019-2020	1 & 2	RSC
Including Journal of Materials Chemistry (1364-5501) 2008-2012						
Lab on a Chip	1473-0189	√	2008-2020	2019-2020	1 & 2	RSC
Materials Chemistry Frontiers <sup>1</sup>	2052-1537		2017-2020	2019	2 & NJ19	IC
Materials Horizons <sup>1</sup>	2051-6355	√	2014-2020	2019-2020	1 & 2	RSC
MedChemComm <sup>1</sup>	2040-2511	√	2010-2020	2019-2020	1 & 2	RSC
Metalomics <sup>1</sup>	1756-591X	√	2009-2020	2019-2020	1 & 2	RSC
Molecular Omics	2515-4184	√	2008-2020	2019-2020	1 & 2	RSC
Including Molecular BioSystems (1742-2051) 2008-2017						
Molecular Systems Design & Engineering <sup>1</sup>	2058-9689	√	2016-2020	2019-2020	2 & NJ18	ICHEM
Nanoscale <sup>1</sup>	2040-3372	√	2009-2020	2019-2020	1 & 2	RSC
Nanoscale Horizons <sup>1</sup>	2055-6764	√	2016-2020	2019-2020	2 & NJ18	RSC
Natural Product Reports	1460-4752	√	2008-2020	2019-2020	1 & 2	RSC
New Journal of Chemistry	1369-9261	√	2008-2020	2019-2020	1 & 2	CNRS
Organic & Biomolecular Chemistry	1477-0539	√	2008-2020	2019-2020	1 & 2	RSC
Organic Chemistry Frontiers <sup>1</sup>	2052-4129	√	2014-2020	2019-2020	2 & NJ18	SIOC
Photochemical & Photobiological Sciences	1474-9092	√	2008-2020	2019-2020	1 & 2	ESP/EPA
Physical Chemistry Chemical Physics	1463-9084	√	2008-2020	2019-2020	1 & 2	Owner Societies
Polymer Chemistry <sup>1</sup>	1759-9962	√	2010-2020	2019-2020	1 & 2	RSC
Reaction Chemistry & Engineering <sup>1</sup>	2058-9883	√	2016-2020	2019-2020	2 & NJ18	RSC
RSC Advances <sup>1,3</sup>	2046-2069	-	2011-2020	-	1 only	RSC
Soft Matter	1744-6848	√	2008-2020	2019-2020	1 & 2	RSC
Sustainable Energy & Fuels <sup>1</sup>	2398-4902	√	2017-2020	2019	2 & NJ19	RSC
Toxicology Research <sup>1</sup>	2045-4538	√	2012-2020	2019-2020	1 & 2	RSC

<sup>1</sup> Access is free for the first two (2) years/volumes.

<sup>2</sup> From January 2015 *Chemical Science* is a Gold Open Access journal.

<sup>3</sup> From January 2017 *RSC Advances* is a Gold Open Access journal.

## Section B

The electronic versions of the following Databases via an External route:

Databases	E-ISSN	Years	Options	Copyright Owner*
Analytical Abstracts	1471-7107	2019 database	1 & LA	RSC
Chemical Hazards in Industry	1476-3907	2019 database	1 & LA	RSC
Laboratory Hazards Bulletin	1476-3915	2019 database	1 & LA	RSC
Natural Product Updates	1478-1557	2019 database	1 & LA	RSC
Synthetic Reaction Updates including access to: Catalysts & Catalysed Reactions (1474-9181) 2002-2014 Methods in Organic Synthesis (1478-1565) 1998-2014	2055-6152	2019 database	1 & LA	RSC

## Section C

The electronic version of the following:

Journal Archive	E-ISSN	Years	Access
Journal Archive – Purchase Fee Arrangement	Not applicable	1841-2007	External

### Journal Archive Content

Journal	Date	Copyright Owner*
Analyst (Analyst, Cambridge, UK)	1876-2007	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.)	1979-2007	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.)	1967-2007	RSC
Annual Reports on the Progress of Chemistry, Section C (Annu. Rep. Prog. Chem., Sect. C: Phys. Chem.)	1979-2007	RSC
Chemical Communications (Cambridge) [Chem. Commun. (Cambridge)]	1996-2007	RSC

Journal	Date	Copyright Owner
Chemical Communications (London) [Chem. Commun. (London)]	1965-1968	RSC
Chemical Society Reviews (Chem. Soc. Rev.)	1972-2007	RSC
Contemporary Organic Synthesis (Contemp. Org. Synth.)	1994-1997	RSC
CrystEngComm (CrystEngComm)	1999-2007	RSC
Dalton Transactions (Dalton Trans.)	2003-2007	RSC
Discussions of the Faraday Society (Discuss. Faraday Soc.)	1947-1971	RSC
Faraday Discussions (Faraday Discuss.)	1991-2007	RSC
Faraday Discussions of the Chemical Society (Faraday Discuss. Chem. Soc.)	1972-1991	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
Geochemical Transactions (Geochem. Trans.)	2000-2003	ACS GD
Green Chemistry (Green Chem.)	1999-2007	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.)	1944-1948	RSC
Journal of Analytical Atomic Spectrometry (J. Anal. At. Spectrom.)	1986-2007	RSC
Journal of Environmental Monitoring (J. Environ. Monit.)	1999-2007	RSC
Journal of Materials Chemistry (J. Mater. Chem.)	1991-2007	RSC
Journal of the Chemical Society (J. Chem. Soc.)	1862-1877	RSC
Journal of the Chemical Society (resumed) (J. Chem. Soc.)	1926-1965	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)	1966-1971	RSC
Journal of the Chemical Society C: Organic (J. Chem. Soc. C)	1966-1971	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
Jubilee of the Chemical Society (Jubilee Chem. Soc.)	1896	RSC
Lab on a Chip (Lab on a Chip)	2001-2007	RSC

Journal	Date	Copyright Owner*
<b>Memoirs and Proceedings of the Chemical Society</b> (Mem. Proc. Chem. Soc.)	1843-1848	RSC
<b>Memoirs of the Chemical Society of London</b> (Mem. Chem. Soc. London)	1841	RSC
<b>Molecular Biosystems</b>	2005-2007	RSC
<b>Natural Product Reports</b> (Nat. Prod. Rep.)	1984-2007	RSC
<b>New Journal of Chemistry</b> (New J. Chem.)	1998-2007	CNRS
<b>Organic &amp; Biomolecular Chemistry</b> (Org. Biomol. Chem.)	2003-2007	RSC
<b>Pesticide Outlook</b> (Pest. Outlook)	2000-2003	RSC
<b>Photochemical &amp; Photobiological Sciences</b> (Photochem. Photobiol. Chem.)	2002-2007	ESP/EPA
<b>PhysChemComm</b> (PhysChemComm)	1998-2003	RSC
<b>Physical Chemistry Chemical Physics</b> (Phys. Chem. Chem. Phys.)	1999-2007	Owner Societies
<b>Proceedings of the Analytical Division of the Chemical Society</b> (Proc. Anal. Div. Chem. Soc.)	1975-1979	RSC
<b>Proceedings of the Chemical Society</b> (Proc. Chem. Soc.)	1957-1964	RSC
<b>Proceedings of the Chemical Society, London</b> (Proc. Chem. Soc., London)	1885-1914	RSC
<b>Proceedings of the Chemical Society of London</b> (Proc. Chem. Soc. London)	1842	RSC
<b>Proceedings of the Institute of Chemistry of Great Britain and Ireland</b> (Proc. Inst. Chem. GB Irel.)	1877-1919	RSC
<b>Proceedings of the Society for Analytical Chemistry</b> (Proc. Soc. Anal. Chem.)	1964-1974	RSC
<b>Quarterly Journal of the Chemical Society</b> (Q. J. Chem. Soc.)	1849-1862	RSC
<b>Quarterly Review of the Chemical Society</b> (Q. Rev. Chem. Soc.)	1947-1971	RSC
<b>Royal Institute of Chemistry Reviews</b> (RIC Rev.)	1968-1971	RSC
<b>Selected Annual Reviews of the Analytical Sciences</b> (Sel. Annu. Rev. Anal. Sci.)	1971-1974	RSC
<b>Soft Matter</b>	2005-2007	RSC
<b>Special Discussions of the Faraday Society</b> (Spec. Discuss. Faraday Soc.)	1970	RSC
<b>Symposia of the Faraday Society</b> (Symp. Faraday Soc.)	1967-1971	RSC
<b>Transactions of the Faraday Society</b> (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  
IC Chinese Chemical Society, Institute of Chemistry of Chinese Academy of Sciences and Royal Society of Chemistry  
IChemE Institution of Chemical Engineers and Royal Society of Chemistry  
Owner Societies Canadian Society for Chemistry, Deutsche Bunsen-Gesellschaft für Physikalische Chemie, Institute of Chemistry of Ireland, Israel Chemical Society, Kemisk Forening, Koninklijke Nederlandse Chemische Vereniging, Korean Chemical Society, New Zealand Institute of Chemistry, Norsk Kjemisk Selskap, Polskie Towarzystwo Chemiczne, Real Sociedad Española de Química, Royal Australian Chemical Institute, Royal Society of Chemistry, Società Chimica Italiana, Suomen Kemian Seura - Kemisk Sällskapet i Finland, Svenska Kemistsamfundet, Swiss Chemical Society, and Türkiye Kimya Derneği,  
PKU Chinese Chemical Society, Peking University and Royal Society of Chemistry  
SIOC Chinese Chemical Society, Shanghai Institute of Organic Chemistry and Royal Society of Chemistry

## SCHEDULE B

### Participating Institution(s) ("Customer(s)") and Secure Authentication Protocol

Each Participating Institution ("Customer") shall access the Publisher Content by IP address(es) and the Participating Institutions are as follows:

Participating Institution	Contact	Address	IP-Addresses
Lib4Ri		EAWAG Lib4RI: E-Resources REF-10012071 Überlandstrasse 133, CH-8600 Dübendorf	
Universität Basel		Öffentliche Bibliothek der Universität Basel, Schönbeinstrasse 18-20 CH-4056 Basel	
Universität Bern		Universitätsbibliothek Bern, Münsterstrasse 61, CH-3000 Bern 8	
Université de Fribourg		Bibliothèque cantonale et universitaire de Fribourg, rue Joseph-Piller 2, CH- 1700 Fribourg	
Université de Genève		Bibliothèque de l'Université de Genève, Direction de l'information scientifique (DIS), 24 Rue Général Dufour, 1211 Genève 4	
Universität Zürich		Hauptbibliothek Universität Zürich-Irchel, Winterthurerstrasse 190, CH-8057 Zürich	
ETH Zürich		ETH-Bibliothek Zürich, Rämistrasse 101, CH- 8092 Zürich	

Plus the following Fachhochschulen:

Fachhochschule	FH	Name der Schule	IP Adresse
Berner Fachhochschule	BFH	BFH Biel, Burgdorf, Bern	
	BFH	BFH Magglingen	
	BFH	BFH Riggisberg	
Fachhochschule Nordwestschweiz	FHNW	FHNW (alle Standorte)	
Fachhochschule Ostschweiz	FHOS	FHO NTB	
	FHOS	FHO Rapperswil	
	FHOS	FHO Chur	
	FHOS	FHO St.Gallen	
	FHOS	FHO Chur	
	FHOS	FHO Direktion St. Gallen	
Zürcher Fachhochschule	FHZH	FH-PHZH	
	FHZH	FH-ZH ZHAW	
	FHZH	FH-ZH HGKZ	
	FHZH	FH-ZH HGKZ	
	FHZH	FH-ZH HWZ	
Hochschule Luzern	HSLU	FH-ZS	
HES-SO	HES-SO	Conservatoire de Lausanne	
	HES-SO	HETSR Lausanne	
	HES-SO	HES-SO Valais Sion, Sierre	
	HES-SO	HES-SO Valais Sion, Sierre	
	HES-SO	HES-SO Valais Sion, Sierre	
	HES-SO	HES-SO Valais Sion, Sierre	
	HES-SO	Conservatoire de Fribourg	
	HES-SO	Haute Ecole Arc	
		HES-SO Genève	
	HES-SO	HES-SO Fribourg	
	HES-SO	HES-SO Martigny	
	HES-SO	HES-SO Vaud	
	HES-SO	HES-SO Vaud	
	HES-SO	Ecole Hôtelière Lausanne	
HES-SO	HES-SO Lausanne		



Fachhochschule	FH	Name der Schule	IP Adresse
	HES-SO	HES-SO Genève	
	HES-SO	HES-SO Valais Leukerbad	
SUPSI	FFH	SUPSI	
	FFH	SUPSI	
	SUPSI	SUPSI	
	SUPSI	SUPSI	

Consortium Leader is responsible for informing Publisher of new Participating Institutions, the IP addresses and/or other Secure Authentication details of those Participating Institutions and any changes to the Secure Authentication details of existing Participating Institutions for addition to the Agreement.

## SCHEDULE C

### Payment

#### Publisher Content – Options 1 & 2

Participating Institutions (Customers) shall pay a Fee based on the option they are taking up. **The total Fee payable for 2019 = £347,486.00\***.

#### Option 1

Participating Institution	Tier	New Journals (Yes / No)	2019			2020				
			2019 Fee	New Journals 2018	New Journals 2019	Total Fee (£)*	2020 Fee	New Journals 2018	New Journals 2019	Total Fee (£)*
Lib4Ri										
Uni Fribourg										
Fachhochschulen										
<b>Total Fee Payable</b>						<b>£79,944.00</b>				*

Option 2

Participating Institution	Tier	Database Package (Yes / No)	Number of accepted articles <sup>1</sup>	2019				2020			
				Publishing Fee <sup>1</sup>	Reading Fee	Database Package	Total Fee (£)*	Publishing Fee <sup>1</sup>	Reading Fee	Database Package	Total Fee (£)*
ETH			107								
U Basel			18								
U Zuerich <sup>2</sup>			10								
U Genève			16								
U Bern			14								
<b>Total Fee Payable</b>							<b>£267,542.00</b>				<b>£267,055.00</b>

\* All Fees are in GBP (£), exclusive of all taxes.

<sup>1</sup> The Publishing Fee allows for the Corresponding Authors to publish their articles as OA articles for free in all Hybrid Journals in 2019.

Publisher shall accept no liability if Corresponding Authors do not take up the offer of making their articles OA Articles.

<sup>2</sup> U Zuerich is also subscribing to *Natural Product Updates* in 2019.

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Corresponding Authors of Participating Institutions (Customers) taking up Option 2 shall be identified the domains given in the table below:

Participating Institutions	R&P contact email	Email domains
ETH	<a href="mailto:e-publishing@library.ethz.ch">e-publishing@library.ethz.ch</a>	ethz.ch
U Basel	<a href="mailto:openaccess@unibas.ch">openaccess@unibas.ch</a>	unibas.ch
U Zuerich	<a href="mailto:oai@hbz.uzh.ch">oai@hbz.uzh.ch</a>	uzh.ch
U Genève	<a href="mailto:openaccess@unige.ch">openaccess@unige.ch</a>	unige.ch etu.unige.ch
U Bern	<a href="mailto:openaccess@ub.unibe.ch">openaccess@ub.unibe.ch</a>	unibe.ch phbern.ch

Publisher represents that the Read & Publish model, with its foundation in “hybrid” open access – where some articles are paywalled and others published open access – is a temporary and transitional business model whose aim is to provide a mechanism to shift over time to full open access. The Publisher commits to informing Customer of progress towards this longer-term aim on an annual basis, and to adjusting Read & Publish terms based on its progress towards full open access.

#### **Publisher Content – Journal Archive purchase**

  
The yearly maintenance fee is waived as long as U Zuerich continues to subscribe to Publisher's journals.

\* All Fees are in GBP (£), exclusive of all taxes.

## 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.
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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 web crawlers 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:

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2. copy (including printing and downloading) RSC Information and retain it as long as required for their own personal non-Commercial Use;
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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](http://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.

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## SCHEDULE E

### OA Article Workflows and Services

These OA Article workflow and services ("Services") are conceived as a pilot in order to develop an article-based open access business model.

#### 1. Eligible Authors

- 1.1 Authors ("Eligible Authors") who want to publish OA Articles must be affiliated with one of the Customers and agree to Publisher's open access publishing conditions.
- 1.2 Eligible Authors must be the primary corresponding author as designated upon article submission, and their Customer must be stated as their affiliation in the author submission workflow.
- 1.3 Eligible Authors can be identified by the Publisher through e-mail domain defined for each institution.,  
  
In future, Publisher may use the following parameters to identify Eligible Authors:
  - persistent identifier, such as Ringgold, ORCID or other recognised institutional identifier as provided by the Eligible Author and published in the article metadata; and/or
  - affiliation as stated in the author submission workflow; and/or
  - IP ranges specified by the Customer.
- 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 Institution in each case accordingly and in a timely manner.

#### 2. Obligations of Publisher and Customer

- 2.1 Publisher shall publish articles from Eligible Authors as OA Articles under a Creative Commons Attribution licence without delay upon first publication. Publisher will make every effort to support the Eligible Author to comply with the agreement and to sign the necessary licence.
- 2.2 Publisher shall be responsible for the identification of Eligible Authors. If authors have not provided data to identify their eligibility at submission, they are not guaranteed to be identified as eligible to publish open access under this Agreement.
- 2.3 If Publisher needs to verify eligibility of an Author, Customer will verify the eligibility of an article as quickly as possible to ensure the timely production and publication of the article. If Customer requires more than three (3) business days to approve or reject the eligibility of the article, they will inform Publisher about the delay in the process.

#### 3. Reporting

- 3.1 Publisher will not directly charge Eligible Authors.
- 3.2 Publisher will only count OA Articles from Eligible Authors that have been accepted for publication (article acceptance). Publisher will document how many eligible articles have been accepted for publication and will communicate this to Customer on a monthly basis. The report shall include the following details:
  - Name and email address of the Author who is affiliated to Customer (must be the corresponding author)
  - Author's affiliation
  - Date of acceptance
  - Journal Title
  - Article title
  - Article type
  - DOI and/ or link to the published article
- 3.3 Publisher shall also provide an annual report of the total number of articles published in conformity

with this Agreement.

3.4 Publisher will deliver article metadata including license information to CrossRef.

**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 possible due claims towards Publisher resulting from Publisher's rejection to publish content, either entirely or partially, submitted by an Eligible Author.

**5. Termination of Services**

5.1 Customer must give Publisher notice by 31<sup>st</sup> October of the current calendar that it wishes to discontinue receiving these Services.




## SCHEDULE F

### RSC Read & Publish Offer



Swiss RSC Consortium \_Renewal Offer RSC Gold Collection in 2019\_2020  
and optional RSC Read & Publish Offer 2019\_2020

2<sup>nd</sup> revision after meeting at Frankfurt Bookfair 2018

  
Senior Sales Executive  
Royal Society of Chemistry  
Thomas Graham House  
Science Park, Cambridge, CB4 0WF

Cambridge, 14.02.2019

The Royal Society of Chemistry is pleased to offer the following options to the members of the Swiss RSC consortium for 2019 and 2020 :

**Option 1: RSC Gold package ( 2016 package ) 2019 and 2020**

- 
- 
- 



**RSC Gold 2016 package**

RSC Gold Products	2016 Volume	Frequency	Online ISSN
Analyst	144	24	1364-5528
Analytical Methods	11	48	1759-9679
Biomaterials Science	7	12	2047-4849
Catalysis Science & Technology	9	24	2044-4761
Chemical Communications	55	100	1364-548X
Chemical Society Reviews	48	24	1460-4744
CrystEngComm	21	48	1466-8033
Dalton Transactions	48	48	1477-9234
Energy & Environmental Science	12	12	1754-5706
Environmental Science: Nano	6	12	2051-8161
Environmental Science, Process & Impacts	21	12	2050-7895
Environmental Science: Water Research & Technology	5	12	2053-1419
Faraday Discussions	TBC	TBC	1364-5498
Food & Function	10	12	2042-650X
Green Chemistry	21	24	1463-9270
Journal of Analytical Atomic Spectrometry	34	12	1364-5544
Journal of Materials Chemistry A	7	48	2050-7496
Journal of Materials Chemistry B	7	48	2050-7518
Journal of Materials Chemistry C	7	48	2050-7534
Lab on a Chip	19	24	1473-0189
Materials Horizons	6	12	2051-6355
MedChemComm	10	12	2040-2511
Metallomics	11	12	1756-591X
Molecular Omics	15	6	2515-4184
Nanoscale	11	48	2040-3372
Natural Product Reports	36	12	1460-4752
New Journal of Chemistry	43	24 or 48 ????	1369-9261
Organic & Biomolecular Chemistry	17	48	1477-0539
Photochemical & Photobiological Sciences	18	12	1474-9092
Physical Chemistry Chemical Physics	21	48	1463-9084
Polymer Chemistry	10	48	1759-9962
Soft Matter	15	48	1744-6848

Toxicology Research	8	12	2045-4538
	2018 Volume	Frequency	Online ISSN
Magazines			
Education in Chemistry	56	6	1749-5326
	2018 Volume	Frequency	Online ISSN
Databases			
Analytical Abstracts	81	Weekly	1471-7107
Chemical Hazards in Industry	36	monthly	1476-3907
Laboratory Hazards Bulletin	39	monthly	1476-3915
Natural Product Updates	33	Monthly	1478-1557
Synthetic Reaction Updates	5	continuous	2055-6152
	2018 Volume	Frequency	Online ISSN
Book			
Issues in Environmental Science & Technology	48 & 49	2	1465-1874

#### New Title Packages 2018 and 2019

<b>New Titles Package 2018</b>
Inorganic Chemistry Frontiers
Organic Chemistry Frontiers
Nanoscale Horizons
Reaction Chemistry & Engineering
Molecular Systems Design & Engineering
<b>New Titles Package 2019</b>
Materials Chemistry Frontiers
Sustainable Energy & Fuels

Pricing for existing members and New Journal Packages as in the attached excel file.

Prices are valid until 31.01.2019 and excluding VAT.

#### The RSC Read & Publish Offer 2019-2020 ( optional )

RSC Read&Publish Offer 2019\_2020 allows all participating members of this consortium to access all current RSC Journals, and covers the Open Access publications by their corresponding authors in subscription Journals.

The RSC Read&Publish Offer 2019\_2020 is based on the publishing output of the participating institutions and their corresponding authors in hybrid journals (count of accepted manuscripts from corresponding authors) and a reading fee.

The publishing output is recognized as follows for the calculation of the Publishing Fee:

Year	Publishing output recognized
2019	
2020	

Calculation base is [redacted] from corresponding authors per site in 2017 for 2019 and 2018 for 2020.

The Reading Fee is priced as follows:

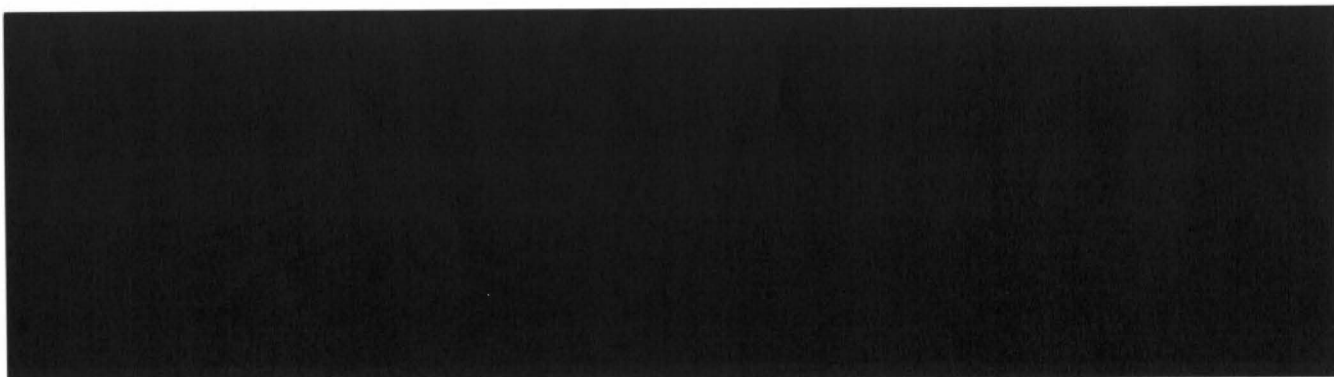
Year	Reading Fee
2019	
2020	will be announced in February 2019

This Reading Fee allows the participating institutions to access all RSC Journal articles where available from 2008-present (according to Journal launch year) and warrants perpetual access rights to the Journals content for the time of the license (2019 and 2020).

Databases, Magazine, eBook Series, Journal Archive 1841-2007 are not covered with this fee but an option to license these separately is offered.



Please see price structure for existing members and all products in the attached excel file.



**Special Arrangement:**

In the event that all current RSC Gold consortium members decide to switch to the RSC's Read&Publish model:

**Products covered by the Reading Fee**

Journal	2018 Volume	Frequency	Online ISSN
Analyst	144	24	1364-5528
Analytical Methods	11	48	1759-9679
Biomaterials Science	7	12	2047-4849
Catalysis Science & Technology	9	24	2044-4761
Chemical Communications	55	100	1364-548X
Chemical Society Reviews	48	24	1460-4744
CrystEngComm	21	48	1466-8033
Dalton Transactions	48	48	1477-9234
Energy & Environmental Science	12	12	1754-5706
Environmental Science: Nano	6	12	2051-8161
Environmental Science, Process & Impacts	21	12	2050-7895
Environmental Science: Water Research & Technology	5	12	2053-1419
Faraday Discussions	TBC	TBC	1364-5498
Food & Function	10	12	2042-650X
Green Chemistry	21	24	1463-9270
Journal of Analytical Atomic Spectrometry	34	12	1364-5544
Journal of Materials Chemistry A	7	48	2050-7496
Journal of Materials Chemistry B	7	48	2050-7518
Journal of Materials Chemistry C	7	48	2050-7534
Lab on a Chip	19	24	1473-0189
Materials Horizons	6	12	2051-6355
MedChemComm	10	12	2040-2511
Metallomics	11	12	1756-591X
Molecular Omics	15	6	2515-4184
Molecular Systems Design & Engineering	4	6	2058-9689
Nanoscale	11	48	2040-3372
Nanoscale Horizons	4	6	2055-6764
Natural Product Reports	36	12	1460-4752
New Journal of Chemistry	43	24 or 48 ????	1369-9261

Organic & Biomolecular Chemistry	17	48	1477-0539
Photochemical & Photobiological Sciences	18	12	1474-9092
Physical Chemistry Chemical Physics	21	48	1463-9084
Polymer Chemistry	10	48	1759-9962
Reaction Chemistry & Engineering	4	6	2058-9883
Soft Matter	15	48	1744-6848
Sustainable Energy & Fuels	3	12	2398-4902
Toxicology Research	8	12	2045-4538
	2019 Volume	Frequency	Online ISSN
Frontiers Journals			
Inorganic Chemistry Frontiers	6	12	2052-1553
Materials Chemistry Frontiers	3	12	2052-1537
Organic Chemistry Frontiers	6	24	2052-4129

All journals content produced in 2019 and 2020 will be automatically included for free access during the time of the agreement.

A contract for Read&Publish is based on a two-year agreement due to the pilot character of the contract.

Members continuing to license the RSC Gold Collection in 2019 have the option to switch to the Read & Publish model in 2020 and vice versa.

#### **Validity of Read&Publish**

Offer is valid until 15.11.2018 and excluding VAT. An order has to be placed by the 15.11.2018.

#### **Other OA Options**

Publishing in gold Open Access Journals :

**Chemical Science:** APC will be waived in 2019, 2020 to be confirmed  
**Nanoscale Advances** APC will be waived in 2019, 2020 to be confirmed

#### **Deposition of accepted articles in non-commercial repositories (Green Open Access)**

A published article of an author, if not published directly the above described GOLD way, can still be deposited in the accepted author form of it in a **non-commercial** repository with an embargo period of 12 months.

This includes pre-submission (eg ArXiv) and post-acceptance repositories; such as that of an institution or a funding body, plus an organisation's intranet. Green Open Access is also known as Self-Archiving. It complies with the requirements of most of the major funding agencies, such as NIH, RCUK and Wellcome Trust.

## **OA Workflows and Services for Read & Publish customers**

These OA Article workflow and services ("Services") are conceived as a pilot in order to develop an article-based open access business model.

### **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 primary corresponding author as designated upon article submission, and their Customer Site must be stated as their affiliation in the author submission workflow.
- 1.3 Eligible Authors will be identified by the Publisher through e-mail domain defined for each institution,
- 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 Institution in each case accordingly and in a timely manner.

### **2. Obligations of Publisher and Customer**

- 2.1 Publisher shall publish articles from Eligible Authors as OA Articles under a Creative Commons Attribution licence without delay upon first publication.
- 2.2 Publisher shall be responsible for the identification of Eligible Authors. If authors have not provided data to identify their eligibility at submission, they are not guaranteed to be identified as eligible to publish open access
- 2.3 If Publisher needs to verify eligibility of an Author, Customer will verify the eligibility of an article as quickly as possible to ensure the timely production and publication of the article.

### **3. Reporting**

- 3.1 Publisher will not directly charge Eligible Authors.
- 3.2 Publisher will only count OA Articles from Eligible Authors that have been accepted for publication (article acceptance). Publisher will document how many eligible articles have been accepted for publication and will communicate this to Customer on a monthly basis. The report shall include the following details:
  - Name and email address of the Author who is affiliated to Customer (must be the corresponding author)
  - Author's affiliation
  - Date of acceptance
  - Journal Title
  - Article title
  - Article type
  - DOI and/ or link to the published article
  - Date of submission
  - Date of publication
- 3.3 Publisher shall also provide an annual report of the total number of articles published

**All information within this offer is confidential and should not be delivered to third party except groups and persons involved in the decision making process.**

Sincerely,

