JOURNALS SUB-LICENCE AGREEMENT FOR

RSC MATERIALS READ AND PUBLISH

JISC SERVICES LIMITED (OPERATING AS JISC COLLECTIONS) (Company Number 2881024), a company limited by guarantee incorporated in England and Wales whose registered office is at 4 Portwall Lane, Bristol BS1 6NB (“Jisc Collections”).

OFFERS to you, (the “Institution”), permission to access the Licensed Material and use such material only on the terms and conditions as set out in this Sub-Licence.

Acceptance of this Sub-Licence will be by receipt of the Order Confirmation Email (as defined below) by Jisc Collections as part of Licence Subscriptions Manager (as defined below). Acceptance shall be acceptance of all terms and conditions of this Sub-Licence and no variation or counter offer will be accepted by Jisc Collections. In the event that no or partial compliance is made as to the manner or form described for acceptance, no sub-licence will be granted and this offer is deemed withdrawn.

BACKGROUND

A. The Publisher (as defined below) holds journal articles and databases in electronic form (“RSC Materials”) and all intellectual property rights therein are owned by or duly licensed to the Publisher. They are offered under this Sub-Licence as the RSC Gold 2018/2019 Collection along with rights for Eligible Authors to publish Version of Record Eligible Articles, immediately gold open access publication in the Publisher’s Hybrid Journals;

B. The Publisher has agreed with Jisc Collections under the Master Licence to make RSC Materials available to Eligible Bodies and their users in accordance with the Offer and to permit Jisc Collection to sublicense Eligible Bodies to use RSC Materials on the terms of the Sub-Licence (all as defined below);

C. Jisc Collections has developed an online ordering service, the ‘Jisc Collections Online Ordering Service’, by which nominated persons can place, order, and manage subscriptions online on behalf of their institution, which will be used in connection with the Master Licence and Sub-Licence;

D. The Sub-Licence is based on the PA/Jisc model licence for journals;

E. The Sub-Licence includes, for the benefit of the Institution, commitments on the part of the Publisher relating to use of and access to the relevant parts of RSC Materials specified in the Order (as defined below), and the Master Licence provides, subject to
certain conditions in the Master Licence, for the Institution to enforce those commitments given by the Publisher.

IT IS AGREED AS FOLLOWS

1 DEFINITIONS

1.1 In this Sub-Licence, the following terms shall have the following meanings:

“Access Services” means services set out in Clause 5.1.

“Access Support Hours” means 8.00am to 4.00pm in the United Kingdom, on a Working Day.

“Authentication Information” means passwords, user names and any other information necessary to access Licensed Material by means of the Secure Authentication.

“Authorised User” means an individual who is authorised by the Institution to have access to its information services (whether on-site or off-site) via Secure Authentication and who is:

- a current student registered with the Institution (including undergraduates and postgraduates);
- a contractor of the Institution; or
- a member of staff of the Institution (whether permanent or temporary, including retired members of staff and any teacher who teaches students registered with the Institution); or
- without prejudice to Clause 4.2, a Walk-In User

“Calendar Year” means each year running from 1 January to 31 December.
“Commercial Use” means use for the purpose of earning monetary reward or generating profit (whether by or for the Institution or an Authorised User) by means of the sale, resale, loan, transfer, licence, hire or other form of exploitation of the Licensed Material, but, for the avoidance of doubt, excluding:

- use for which the Institution is entitled only to be reimbursed its costs (which may include overhead costs); and
- use of the Licensed Material in the course of research funded by a commercial or for-profit organisation.

“Confirmation Notice” means, in relation to a notice sent through the Jisc Ordering Platform, the email generated by the platform confirming receipt of the notice and sent to each of the Publisher and the Institution.

“Continuing Access Rights” means the access and sub-licence rights set out in Clause 2.1.2 (in respect of Continuing Licensed Material).

“Continuing Licensed Content” means the Licensed Content in respect of which the Institution shall have Continuing Access Rights, as identified as such in Clause 13.

“Continuing Licensed Material” means the Continuing Licensed Content and all Metadata relating to Continuing Licensed Content.

“Continuing Use Period” means the indefinite period immediately following the expiry of the relevant Subscription Period (including following the Term of this Sub-Licence) during which the Institution and Authorised Users are permitted to access and use the Continuing Licensed Material.

“Data Protection Laws” means the Data Protection Act 1998, the General Data Protection Regulation 2018, the Data Protection Act 2018 and any other law applicable to the UK relating to the protection of personal data and the privacy of individuals, including where applicable guidance and codes of practice issued by the Information Commissioner.

“Databases” means the products specified in Section B of Schedule 2;

“Educational Purposes” means education, teaching, tuition, training, instruction, learning, private study and/or research, including distance learning and teaching.
"Eligible Article" means an article by an Eligible Author that has been accepted for publication in a Licensed Title under the terms of this Sub-Licence.

"Eligible Author" means authors who meet the criteria set out in the Open Access Article Workflows and Services in Sub-Licence Schedule 5.

"Eligible Body" means further and higher education institutions and research councils in the UK as listed at https://subscriptionsmanager.jisc.ac.uk/about/jisc-banding from time to time.

"Hybrid Journals" means the Licensed Titles specified in Section A of Schedule 2 in which Eligible Articles can be published.

"Jisc Ordering Platform" means the platform providing Licence Subscriptions Manager.

"Journals" means the products specified in Section A of Schedule 2;

"Licence Subscriptions Manager" means the online subscription ordering service developed by Jisc Collections (the Licence Subscriptions Manager can be found at https://subscriptionsmanager.jisc.ac.uk/) or any such service as may replace Licence Subscriptions Manager.

"Licensed Content" means those articles or other parts of a Licensed Title which form part of the content licensed in accordance with the Order (including all content published during the Subscription Period or other period specified in the Order to which access and use rights are granted under this Sub-Licence, and including all Previously Subscribed Material).

"Licensed Material" means the Licensed Content (e.g. published articles) forming part of the content of the Licensed Titles and all Metadata relating to Licensed Titles and Licensed Content.

"Licensed Title" means the products listed in Sub-Licence Schedule 2.

"Metadata" means textual and other data associated with the Licensed Titles and/or Licensed Content that describes the creation, content, and context of each part of the Licensed Titles or Licensed Content, such as the name of the Publisher, the name of the copyright owner, subject matter, the date of publication, the location of the digital file, and in relation to Licensed Content, additionally the name of the contributing author (or authors) and other authors.
“Mount” means to copy to or install on a computer, computer network or system.

“Open Access Article” means an article or other published content that is accessible or submitted on the basis that it will be accessible as the Version of Record on an open access basis.

“Open Access Article Workflows and Services” means the Publisher's workflow and services for publishing Open Access Articles as described in Sub-Licence Schedule 5.

“Order” means an order placed by the Institution in relation to Licensed Titles by means of completing the Subscription Order and Acceptance Form and submitting the same on the Jisc Ordering Platform.

“Order Confirmation” means the generation of the Order Confirmation Email to each of the Institution, Jisc Collections and Publisher.

“Order Confirmation Email” means, in the case of Orders placed on the Jisc Ordering Platform, the emails to each of the Institution Jisc Collections and the Publisher automatically generated by the Jisc Ordering Platform after the Institution has placed an Order, confirming that the Institution has placed the relevant order, the start and end date of the Subscription Period and that the Institution has agreed to the terms and conditions of this Sub-Licence.

“Permitted Use” means use in accordance with Clause 3 subject to the restrictions in Clause 4.

“Personal Data” means personal data as defined in the Data Protection Laws.

“Previously Subscribed Material” means the journal titles subscribed to by the Institution under any previous or predecessor licence (including any sub-licence) for RSC Materials licence, in particular the Previously Subscribed Material listed in the Quote.

“Prohibited Act” means, directly or indirectly (a) to offer, promise or give any person working for or engaged by any party to the Sub-Licence a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in
connection with this Sub-Licence; (c) committing any offence: (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); (ii) under legislation or common law concerning fraudulent acts; (iii) defrauding, attempting to defraud or conspiring to defraud; (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.

“Publisher” means Royal Society of Chemistry.

“Publisher Commitments” has the meaning given in Clause 2.3.

“Publisher Platform” means the computing platform operated by or on behalf of the Publisher, including a cloud or virtual platform, on which the Licensed Material is hosted and can be accessed, and referred to in Sub-Licence Schedule 4.

“Publishing Fee” means the fee payable by the Institution to publish Open Access Articles. The Publishing Fee will be in line with the Quote.

“Quote” means the fee quotation specified in the Order Confirmation for access to and use of the Licensed Material.

“Reading Fee” means the fee payable by the Institution for access and use of the Licensed Material as set out in the Subscription Order and Acceptance Form. The Reading Fee will be in line with the Offer.

“Secure Authentication” means access by UK Access Management Federation compliant technology, Internet Protocol (“IP”) ranges or by username and password provided by the Institution or by other authentication means reasonably agreed between the Publisher and the Institution.

“Secure Network” means a network or virtual network which or the relevant functionality of which is only accessible to Authorised Users by Secure Authentication.

“Service Levels” means the additional service levels, if any, to which the Access Services are to be provided, as set out in Sub-Licence Schedule 4.

“Service Level Requirements” means the requirements relating to the Service Levels, if any, as set out in Sub-Licence Schedule 4.

“Start Date” means the start date as specified in the Order.
**“Sub-Licence Fee”** means the total of the Publishing and Reading Fee,

**“Subscription Order and Acceptance Form”** means the form used for Orders placed on Licence Subscriptions Manager. A sample copy of the form is attached hereto in Sub-Licence Annex 2 to this Sub-Licence and may be modified as necessary. Once the completed form has been submitted by the Institution, the Jisc Ordering Platform automatically generates the Order Confirmation Emails.

**“Subscription Period”** means the period from the Start Date until the expiry date stated in an Order.

**“Subscription Year”** means the period from the Start Date until the expiry of the first Calendar Year, and each subsequent Calendar Year thereafter during the Subscription Period.

**“Term”** means the term of this Sub-Licence in accordance with Clause 15.

**“Transaction Management Charge”** means the fee payable to Jisc Collections in connection with arranging and managing this sub-licence as set out in Sub-Licence Schedule 1.

**“Version of Record”** means the final typeset and edited version of the article published in a journal.

**“Walk-In Users”** means individuals, who are not otherwise Authorised Users, who are allowed by the Institution to access its information services from computer terminals or by other means (including wirelessly), from within the physical premises of the Institution.

**“Working Day”** means a day other than a Saturday, Sunday or public holiday in England when banks in London are not open for business or a day when Publisher is not open for business in the UK.

1.2 Clause, Schedule and Annex headings shall not affect the interpretation of this Sub-Licence.

1.3 The Schedules and Annexes form part of this Sub-Licence and shall have effect as if set out in full in the body of this Sub-Licence. Any reference to this Sub-Licence includes the Sub-Licence Schedules and Sub-Licence Annexes.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to writing or written includes email and any written submission made on the Jisc Ordering Platform.

1.7 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words term preceding those terms.

1.8 References to web addresses in this Sub-Licence refer to the current web address, and any updated or replacement content/address.

PART 1: LICENCE TERMS FOR ACCESS AND USE OF THE LICENSED MATERIAL

2 SUB-LICENCE GRANT AND JISC COLLECTIONS’ RESPONSIBILITIES

2.1 Jisc Collections hereby grants to the Institution:

2.1.1 a non-exclusive, non-transferable right and licence for the Subscription Period:

(i) to access and make Permitted Use of the Licensed Material; and

(ii) to permit Authorised Users to access and make Permitted Use of the Licensed Material; and

2.1.2 in respect of Continuing Licensed Material (if any), a perpetual, irrevocable, non-exclusive rights and licence:

(i) to access and make Permitted Use of the Continuing Licensed Material; and

(ii) to permit Authorised Users to access and make Permitted Use of the Continuing Licensed Material.

2.2 Except as expressly provided in this Sub-Licence, such access shall be on the Publisher Platform through Secure Authentication.

2.3 Jisc Collections has agreed with the Publisher in the Master Licence that the Publisher will meet the Publisher’s responsibilities and commitments set out in this Sub-Licence (the “Publisher Commitments”), including the requirements set out in Clauses 5 to 7, 13, Error! Reference source not found., 18 and Error! Reference source not found. and, subject to being informed in accordance with Clause 8.4, Jisc Collections will take all such reasonable steps as it considers appropriate to procure that the
Publisher meet the Publisher Commitments and remedy any failure by the Publisher to meet the Publisher Commitments.

3 PERMITTED USES

3.1 The Institution shall be entitled, for Educational Purposes only:

3.1.1 to Mount and use Metadata in bespoke or commercially available library information systems to manage library operations, including combining such Metadata with metadata from other sources and/or relating to other materials, and downloading, printing, communicating, displaying, supplying for use by others, and providing public access to the same;

3.1.2 to communicate, perform, display, download and print parts of, or extracts from, Licensed Content,

3.1.3 to provide Authorised Users with access to the Licensed Content for Educational Purposes via a Secure Network for the purposes set out in Clause 3.2;

3.1.4 to display, download and print the whole of, or parts of, or extracts from, Licensed Content for the purpose of promoting or testing, and training in the use of the Licensed Material;

3.1.5 to convert or adapt Licensed Material into Braille or other formats or forms suitable for providing access to, and use by, Authorised Users with impaired mental and/or physical abilities and to provide access to such converted or adapted form for the purposes of this Clause 3;

3.1.6 to supply to another library in the United Kingdom (whether by post, fax or, provided the electronic file is deleted immediately after printing, secure electronic transmission), a single copy of the whole of, or parts of or extracts from, Licensed Content, and to download such Licensed Content for such purpose;

3.1.7 to provide single printed or electronic copies of individual articles or other parts of Licensed Content to individual Authorised Users, at their request, for Educational Purposes;

3.1.8 to make and distribute copies of training, teaching or course material reproducing parts of Licensed Content, as may be
required by the Institution for the purpose of using the Licensed Material in accordance with Clause 3.2; and

3.1.9 to provide access to and permit use, in accordance with this Sub-Licence of, any archived copies of the Licensed Material made in accordance with Sub-Licence Schedule 4(1(c)) and/or 4(1(d)), if and for so long as the Publisher so fails to provide such access; and if no such archived copies are maintained, to make and supply to a reasonably agreed recognised secure repository a copy of the Licensed Material in electronic form, for the sole purpose of the repository retaining the same for use by the Institution and its Authorised Users (without prejudice to any other purpose for which the repository may be permitted by the Publisher to retain the same).

3.2 The Institution shall be entitled to permit Authorised Users, for Educational Purposes only:

3.2.1 to access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material;

3.2.2 to copy and paste, download, print and save electronic or print copies of parts of or extracts from Licensed Material, for individual use or for use in tutorials or study groups;

3.2.3 to copy and paste, download, print, save, convert or adapt copies or parts of or extracts from Licensed Material for the purposes of criticism, review, caricature, parody or pastiche. Authorised Users must specify the source, listing title and author of the extract, title and author of the work, copyright notice, and each publisher of the Licensed Material used in such ways unless this would not be possible for reasons of practicality or otherwise;

3.2.4 to mark-up or comment (electronically or otherwise) parts of Licensed Material (including by tagging, highlighting paragraphs and sentences, bookmarking, inserting hyperlinks, exporting references, and writing personal commentary, and saving the same);

3.2.5 to convert or adapt Licensed Material into formats or forms suitable for providing access to, and use by, Authorised Users with impaired mental and/or physical abilities and to make copies of
such converted or adapted Licensed Material for use in accordance with this Clause 3.2;

3.2.6 to incorporate parts of or extracts from the Licensed Content in printed or electronic form in assignments, portfolios, theses, dissertations and other submissions (“Academic Works”), and to make reproductions of the Academic Works for personal use, library deposit and/or to provide to sponsors of the Academic Works. Authorised Users must specify the source, listing title and author of the extract, title and author of the work, copyright notice, and each publisher of the Licensed Content used in the Academic Works;

3.2.7 to incorporate parts of or extracts from the Licensed Material in electronic or printed course packs or management systems to be used in the course of instruction and/or virtual learning and/or research environments hosted on a Secure Network. Authorised Users must specify the title and copyright owner of the Licensed Material used in the course packs;

3.2.8 to display publicly, communicate to the public or perform in public parts of the Licensed Material as part of a presentation at a seminar, conference, or workshop, or other similar event. Authorised Users must specify the source, listing title and author of the extract, title and author of the work, copyright notice, and each publisher of the Licensed Material used in such ways;

3.2.9 to save and/or deposit in perpetuity parts of the Licensed Material in electronic repositories on a Secure Network operated by the Institution, access to and use of which is limited to Authorised Users;

3.2.10 to download and make copies of the whole or any parts of the Licensed Material for the purposes of, and to perform and engage in computational analysis (including text and data mining) using the Licensed Material for the purpose of research and other Educational Purposes but not for Commercial Use, and to permit Authorised Users to distribute and display and otherwise use (publicly or otherwise), other than for Commercial Use, the results, provided that such results do not reproduce the whole or a substantial part of any Licensed Content. Copies of Licensed
Content made under this Clause 3.2.10 shall be deleted promptly after the computational analysis has been completed;

3.2.11 to download Licensed Material in whole or in part for the Authorised User’s personal Educational Purposes onto personal computing devices including tablets, e-book readers and laptops, and stand-alone computers, without any limit in number. The Publisher and Jisc Collections makes no warranty as to the suitability of any Licensed Material for use on such devices; and

3.2.12 to provide access to, communicate to, and share material resulting from any use under this Clause 3.2 with other Authorised Users for their use in accordance with this Sub-Licence.

3.3 The provisions of this Sub-Licence are without limitation to the rights of the Institution or Authorised Users to do any act permitted under the Copyright, Design and Patents Act 1988, including Chapter III (Acts Permitted in relation to Copyright Works) or permitted under any CC-BY or other open access licence applicable to the Licensed Material or otherwise which, apart from the rights granted under this Sub-Licence, would not infringe the intellectual property rights in the Licensed Material and, notwithstanding any provision of this Sub-Licence, the Institution and Authorised Users shall remain entitled to do any such acts.

3.4 Unless expressly set out in this Clause 3, or in relation to specific Licensed Content or specific Permitted Uses in the Offer, there shall be no limit on the number of Authorised Users to which this Sub-Licence (including Clause 3.1 and Clause 3.2) applies.

4 RESTRICTIONS

4.1 Except where this Sub-Licence provides otherwise, the Institution shall not, and shall not grant an Authorised User the right to:

4.1.1 sell, resell, or sub-license the Licensed Material, in whole or in part, unless the Publisher has given permission in writing to do so;

4.1.2 remove, obscure or alter copyright notices, acknowledgements or other means of identification, or disclaimers, other than Metadata;

4.1.3 alter or adapt the Licensed Material (other than Metadata), including any alteration of the words of Licensed Content or their order, except to the extent necessary to make it perceptible on a computer screen;
4.1.4 display or distribute any part of the Licensed Material (other than Metadata) on any electronic network, including the internet, other than on a Secure Network;

4.1.5 make any Commercial Use of the Licensed Material (in whole or in part);

4.1.6 use the Licensed Materials (in whole or in part) other than for Educational Purposes; or

4.1.7 provide access to and/or permit use of the Licensed Content by anyone, or transmit any part of the Licensed Material (other than Metadata) by any means to anyone, other than an Authorised User.

4.2 The Institution shall not provide access to Walk-In Users to the Licensed Content at a location other than the Institution's premises in the UK (but, for the avoidance of doubt, may provide access on such premises by wireless means).

4.3 The restrictions in this Clause 4 are subject to Clause 3.3 (Acts permitted by legislation or other rights in relation to copyright works).

5 RESPONSIBILITIES OF THE PUBLISHER

5.1 The Publisher shall:

5.1.1 during the Subscription Period make the Licensed Material; and

5.1.2 during the Continuing Use Period, subject to Clauses 13.2 and 13.5, make the Continuing Licensed Material available through the Publisher Platform to the Institution and Authorised Users for access, download and Permitted Use.

5.2 During the Subscription Period and, subject to Clause 13, during the Continuing Use Period, the Publisher shall at all times:

5.2.1 allocate and use sufficient resources (including servers and communications and network equipment) to provide the Access Services in accordance with the terms of this Sub-Licence; and

5.2.2 subject to routine maintenance (which the Publisher shall use reasonable endeavours to conduct in such a manner to minimise disruption of the Access Services), provide the Access Services
on a continuous and uninterrupted basis and shall, on any interruption or suspension of the Access Services occurring, restore the Access Services as soon as reasonably practicable.

5.3 At all times during the Subscription Period, the Publisher shall ensure that the Access Services meet the Service Levels, and that they comply with the Service Level Requirements.

5.4 During the Subscription Period, the Publisher, in respect of the Licensed Material made available under Clause 5.1:

5.4.1 shall not, without the agreement of the Institution, such agreement not to be unreasonably withheld, implement any digital rights management technologies or access management technologies which have a material adverse impact on the performance or usability of the Licensed Material in accordance with this Sub-Licence or on the exercise by the Institution of its rights under this Sub-Licence, for example by repeatedly requiring an Authorised User to provide active confirmation in relation to their use of or access to the Licensed Material, which impair the usability of DOIs or other links, or which require the downloading of software onto any platform used for accessing or using the Licensed Material;

5.4.2 shall provide support to Authorised Users by e-mail or by a telephone help desk, and assist Authorised Users with general enquiries in connection with the Licensed Material, including relating to access, use, functionality and content of the Licensed Material, during the Access Support Hours, and shall use reasonable endeavours to answer any such query within two (2) Working Days of such query being made.

5.5 During the Continuing Use Period, the Publisher in respect of the Continuing Licensed Material made available under Clause 5.1.2 shall not implement any digital rights management technologies.

Withdrawal of publications

5.6 The Publisher reserves the right at any time to withdraw from the Licensed Material any Licensed Material (including any Licensed Title or Licensed Content or part of Licensed Content) (“Withdrawn Material”):

5.6.1 which the Publisher no longer entitled to publish; or
5.6.2 which has converted to full open access and is no longer offered under the subscription model; or

5.6.3 which the Publisher has reasonable grounds to believe infringes copyright or is unlawful.

5.7 The Publisher shall promptly give written notice of such withdrawal to the Institution.

5.8 Subject to Clause 5.7, if the Publisher withdraws Licensed Material or Licensed Content then the Publisher shall, at the Institution’s option:

5.8.1 reimburse such part of the Sub-Licence Fee attributable to the Withdrawn Material in respect of the period up to the date of withdrawal as is reasonable in the circumstances having regard to the use made of that material compared with other Licensed Material the subject of this Sub-Licence; and reduce the Sub-Licence Fee attributable to the period following the date of such withdrawal by such amount as is reasonably attributable to the Withdrawn Material in respect of such remaining period; or

5.8.2 provide a substitute for the Withdrawn Material acceptable to the Institution.

5.9 If, in the Institution’s reasonable opinion, the withdrawal of the Withdrawn Material results in all Licensed Material the subject of this Sub-Licence, or any collection of Licensed Materials which are licensed as a collection under this Sub-Licence, or any Licensed Title no longer being useful to the Institution or the Authorised Users, the Institution may, by notice to Jisc Collections, terminate this Sub-Licence to all the Licensed Material, or its application to such collection, or Licensed Title as the case may be, with immediate effect. In such case the Publisher shall, within sixty (60) days after the date of such notice, reimburse to the Institution such part of the Sub-Licence Fee as is reasonably attributable to the Licensed Material for such period following such withdrawal, or in the case of a collection or Licensed Title, reasonably attributable to the collection or Licensed Title for such period following such withdrawal.

6 RESPONSIBILITIES OF THE PUBLISHER: AUTHORISED USERS

6.1 The Publisher shall not require Authorised Users to enter into an end user licence agreement or other terms and conditions of use in connection with their access to or use of the Licensed Material under this Sub-Licence or otherwise impose any restrictions on an Authorised User’s use of the Licensed Material other than provided in this Sub-Licence. No such end user licence agreement or terms or conditions or restrictions sought to be imposed shall be of any effect; provided that, where the licence
the Publisher has, in relation to specific Licensed Content, more restricted rights than Permitted Use, it shall make that clear in the Offer and in the Metadata for the Licensed Title or Licensed Content and notify the Authorised User on access to the Licensed Content.

6.2 The Publisher shall not, and shall not seek to, collect Personal Data in relation to any Authorised User other than as is reasonably and properly required for the administration of this Sub-Licence, and shall fully comply with its obligations under the applicable Data Protection Laws in relation to the collection, use and retention, and any other processing of any such Personal Data.

7 RESPONSIBILITIES OF THE PUBLISHER: INFORMATION AND LIBRARY MANAGEMENT STANDARDS

7.1 During the Subscription Period, the Publisher shall implement the standards and other provisions of Error! Reference source not found.3.

8 RESPONSIBILITIES OF INSTITUTION

8.1 The Institution shall:

8.1.1 provide passwords and other confidential Authentication Information only to Authorised Users and take reasonable steps to prevent Authorised Users from providing such Authentication Information to anyone else;

8.1.2 provide to Jisc Collections lists of valid IP addresses for the purpose of managing access to the Licensed Material and update those lists regularly as agreed by the parties from time to time;

8.1.3 use reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Material;

8.1.4 inform the Authorised Users about the conditions of use of the Licensed Material provided for in this Sub-Licence and to the extent that such terms apply to them, use reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Sub-Licence; and

8.1.5 configure the computer system through which the Licensed Material used by the Institution and Authorised Users, and put in place procedures, in accordance with reasonably appropriate
accepted standards, for the purpose of preventing access to the Licensed Material by any person other than an Authorised User.

8.2 The Institution shall use reasonable efforts to monitor compliance with the terms of this Sub-Licence by itself and Authorised Users and shall promptly notify the Publisher and Jisc Collections, providing full particulars (to the extent that it is not prohibited by law or contractual obligation from doing so), on becoming aware of any of the following:

8.2.1 any unauthorised access to or use of the Licensed Material or unauthorised use of Authentication Information; or

8.2.2 any act by an Authorised User which gives rise to a breach of this Sub-Licence.

8.3 As soon as the Institution is aware of any breach of the terms of this Sub-Licence by itself, the Institution shall:

8.3.1 take reasonable steps to investigate such breach for the purpose of ensuring that the relevant activity ceases and preventing any recurrence; and

8.3.2 if the Institution considers this appropriate, take steps against the individual concerned in accordance with the Institution’s disciplinary procedure, but the Institution shall not have any other liability for any breach relating to the security of the Secure Network or use by Authorised Users of any Licensed Material.

8.4 As soon as the Institution is aware of any failure by the Publisher to meet the Publisher Commitments [which the Institution considers that Jisc Collections should raise with the Publisher], it will promptly give notice of such failure to Jisc Collections, setting out details of the failure and its impact on the Institution and Authorised Users, and provide such further information and details as Jisc Collections may request in connection with such failure.

PART 2: PERMISSION TO PUBLISH OPEN ACCESS ARTICLES IN THE JOURNALS

9 OPEN ACCESS PUBLISHING

9.1 In consideration for the Publisher agreeing to publish Eligible Articles as Open Access Articles in the Journals listed in Schedule 2 on the basis of the terms of this Sub-Licence, the Institution agrees to pay the Publishing Fee.
10 **RESPONSIBILITIES OF THE PUBLISHER**

10.1 The Publisher agrees to publish the Open Access Articles as specified in the Open Access Article Workflows and Services.

11 **RESPONSIBILITIES OF THE INSTITUTION**

11.1 The Institution agrees to inform Eligible Authors that this Sub-Licence is in place and that their articles can be made Open Access Articles on acceptance in the Publisher’s Journals.

11.2 The Institution shall ensure that Eligible Authors shall identify themselves as being eligible in the course of the Publisher’s publishing workflow and shall verify the eligibility of an Eligible Author as specified in Clause 2.3 of the Open Access Article Workflows and Services.

12 **EDITORIAL INDEPENDENCE**

12.1 All parties acknowledge that while the Institution has financial obligations toward the Publisher, that the Institution is in no way involved with the editorial process.

12.2 Nothing herein contained shall oblige the Publisher to publish any article submitted to the Publisher by an Eligible Author. The Institution acknowledges that the selection of material to be published on the Publisher Platform is entirely at the discretion of the Publisher. The Institution waives any claim it may have against the Publisher in the event that the Publisher refuses or declines to publish any material (or part thereof) submitted by an Eligible Author.

**PART 3 : GENERAL TERMS**

13 **CONTINUING LICENSED MATERIAL**

13.1 The Institution shall have Continuing Access Rights in respect of:

13.1.1 all PDF forms of the Licensed Content published in any Journal during the Subscription Period;

13.1.2 all other Licensed Content published in any Journal to which archival or continuing access rights apply as identified in the Order; and

13.1.3 all Previously Subscribed Material.
For avoidance of doubt Institution shall not have Continuing Access Rights in respect to the Databases and these shall not be included in the Continuing Licensed Material.

13.2 No later than the end of the Subscription Period or other termination or expiry of this Sub-Licence, the Publisher shall make the Continuing Licensed Material (including Continuing Licensed Content) available for access and Permitted Use by the Institution and its Authorised Users without charge, at the Institution's option:

13.2.1 by means of the Publisher Platform; or

13.2.2 on a third-party archive platform in accordance with paragraph 1(c) of Sub-Licence Schedule 4, reasonably agreed with the Institution, full details (including sufficient authority and information to access the same) of which the Publisher shall have provided to the Institution and Jisc Collections; or

13.2.3 otherwise within two (2) months after the date of such notice at any time, by providing to the Institution the electronic copies in reasonably agreed industry standard format of the Continuing Licensed Material.

The Institution may give notice to the Publisher from time to time which option it elects at that time, and, subject to Clause 13.5, the Publisher will within 2 (two) Working Days promptly give effect to that election.

13.3 Continuing Licensed Content made available under Clauses 13.2.2 or 13.2.3 may omit additional online features not provided with the print versions of such content.

13.4 On receipt by the Institution of copies of the Continuing Licensed Material under Clause 13.2.3, the Institution shall be entitled, for the Continuing Use Period, to:

Mount the Continuing Licensed Material on a Secure Network operated by or on behalf of the Institution for the purposes set out in Clause 2.1.2; and

make such copies of, and/or re-format, the Continuing Licensed Material to ensure that access and Permitted Use of the Continuing Licensed Material can continue uninterrupted throughout the Continuing Use Period.

13.5 If the Publisher gives written notice that it will no longer provide access on the Publisher Platform in accordance with Clause 13.2, or on an alternative archive platform in accordance with 13.2.2, the Publisher shall continue to make the Continuing Licensed Material available by means of the Publisher Platform until the earlier of (a) the expiry of 30 Working Days after the date of any notice or (b) written notice by the Institution
that it no longer requires the Publisher to make the Continuing Licensed Material available by means of the Publisher Platform.

13.6 At the start of the Continuing Use Period the Publisher shall provide the Institution with a list confirming all Continuing Licensed Content and all Continuing Licensed Material.

14 FEES AND PAYMENT

14.1 The Institution shall pay to Jisc Collections the Sub-Licence Fee and the Transaction Management Charge in the amounts set out in, or calculated in accordance with, Sub-Licence Schedule 1.

14.2 Upon receipt of the Order Confirmation and on each other date (if any) set out in the Order Confirmation, Jisc Collections shall issue an invoice to the Institution for the relevant Sub-Licence Fee(s) or applicable part of the Sub-Licence Fee(s) and the Transaction Management Charge.

14.3 The Institution shall pay the Sub-Licence Fee and Transaction Management Charge within 45 days on receipt by the Institution of Jisc Collections’ invoice.

14.4 All sums specified under this Sub-Licence, unless otherwise stated, are exclusive of VAT and any other similar or equivalent taxes or duties, where applicable, and any applicable VAT will be payable in addition.

15 TERM AND TERMINATION

15.1 Subject to Clauses 15.2 to 15.55, this Sub-Licence shall commence upon the Start Date of the Order, and shall continue, unless terminated earlier in accordance with this Clause 15, until the expiry of the Subscription Period. For the avoidance of doubt, this Sub-Licence will continue, notwithstanding any termination of the Master Licence, to the effect that, in such case, any references in this Sub-Licence to Jisc Collections shall be deemed (unless the context otherwise requires) to be references to the Publisher.

15.2 The Institution shall have the right to terminate this Sub-Licence during the Subscription Period, by giving not less than 60 (sixty) days’ written notice to Jisc Collections, such notice to expire on at the end of the relevant Subscription Year.

15.3 Without affecting any other right or remedy available to it, either party may terminate this Sub-Licence with immediate effect by giving written notice to the other party if:

15.3.1 the other party becomes insolvent, admits insolvency or a general inability to pay its debts as they become due, has appointed a receiver or administrative receiver over it or over any part of its undertaking or assets, passes a resolution for winding up other
than a bona fide plan of solvent amalgamation or reconstruction, files a petition for protection under any applicable bankruptcy code, or has filed against it or becomes subject to an insolvency petition in bankruptcy or an order to that effect; or

15.3.2 the other party commits a material or persistent breach of any term of this Sub-Licence which breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of sixty (60) days after being notified in writing to do so.

15.3.3 the Publisher gives notice to Jisc Collections under Clause Error! Reference source not found. of the Master Licence Agreement in relation to conduct by the Institution with Authorised Users, or otherwise in respect of provisions corresponding to Clauses 14 and 15.3.2 above.

15.4 Without affecting any other right or remedy available to it, the Institution may terminate this Sub-Licence with immediate effect by giving written notice to Jisc Collections if the Publisher:

15.4.1 has failed to comply with the provisions of Clause 5, 6 and 13 and fails to remedy the non-compliance within a period of sixty (60) days after being notified by Jisc Collections in writing to do so; or

15.4.2 is no longer entitled to make the Licensed Material available for access and Permitted Use by the Institution and Authorised Users.

15.5 Without affecting any other right or remedy available to it, Jisc Collections may terminate this Sub-Licence with immediate effect by giving written notice to the Institution if the Institution:

15.5.1 fails to pay any undisputed amount due under this Sub-Licence on the due date for payment and remains in default for not less than sixty (60) days after being notified in writing to make such payment;

15.5.2 wilfully and repeatedly infringes, or wilfully permits Authorised Users repeatedly to infringe, the copyright in the Licensed Material; or

15.5.3 has committed a breach of Clause 4 (Restrictions) or Clause 8.1 (Responsibility of Institution) and fails remedy that breach within a period of sixty (60) days after being notified in writing to do so.
15.6 For the avoidance of doubt, the Institution shall not be deemed to be in breach of this Sub-Licence on the grounds that an act of an Authorised User, if carried out by the Institution, would have been a breach of this Sub-Licence, without prejudice to any express obligations applicable to the Institution under this Sub-Licence.

16 CONSEQUENCES OF TERMINATION

16.1 On expiry or termination of this Sub-Licence for any reason and subject to any express provisions set out elsewhere in this Sub-Licence (including Clauses 2.1.2 (Sub-Licence Grant/Continuing Licensed Material) and 13 (Continuing Licensed Material)):

16.1.1 all rights and licences granted pursuant to this Sub-Licence shall cease and the Institution shall cease to access and use, and permit access to and use of, the Licensed Material; and

16.1.2 the Publisher may cease to make available Licensed Material for access and use by the Institution and Authorised Users

16.1.3 provided that the Institution may retain and use, and permit the use of, Metadata, and that copies of parts of the Licensed Material made by the Institution or Authorised Users in accordance with this Sub-Licence may be retained, subject to the terms of Clauses 3 and 4 to the extent that these are applicable.

16.2 On any termination by the Institution under Clause 15.3 or Clause 15.4 by reason of the Publisher failing to meet the Publisher Commitments, the Publisher shall reimburse the Institution such part of the Sub-Licence Fee which has been paid to the Publisher and is in respect of any remaining part of the Subscription Period.

16.3 Any provision of this Sub-Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Sub-Licence (including Clauses 2.1.2, 2.2, 4, 5.1.2, 5.2, 5.5 to 5.9, 6, 8, 13, and 16 to 26) shall continue in force.

16.4 Termination or expiry of this Sub-Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Sub-Licence which existed at or before the date of termination or expiry.
17  **ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

17.1 Subject to Clause 17.2, the Institution acknowledges that all copyright in the Licensed Material are the exclusive property of the Publisher or its licensors and that this Sub-Licence does not assign or transfer to the Institution any right, title or interest in such copyright except for the right to access and use the Licensed Material in accordance with the terms and conditions of this Sub-Licence.

17.2 The Publisher and Jisc Collections hereby acknowledge that any copyright and database rights arising from any computational analysis (including any text mining/data mining) of the Licensed Material referred to in Clause 3.2.9 shall, as between the Institution and Authorised User on the one hand, and the Publisher and Jisc Collections (and any licensor of the Publisher or other rights holder in the Licensed Materials), on the other, be the property of the relevant Authorised Users or the Institution, as the case may be.

17.3 For the avoidance of doubt, the Publisher and Jisc Collections hereby acknowledges that any database rights created by the Institution as a result of exercising any rights in relation to Metadata under Clause 3 or Mounting the Licensed Material as referred to in Clause 13.4 shall be the property of the Institution.

18  **REPRESENTATION, WARRANTIES AND INDEMNITIES**

18.1 The Publisher warrants to the Institution that as far as it is aware:

18.1.1 all intellectual property rights in the Licensed Material are owned by or validly licensed to the Publisher and that the Permitted Use of the Licensed Material will not infringe any intellectual property of any person; and

18.1.2 the content of the Licensed Material is not unlawful.

18.2 The Publisher shall indemnify the Institution (for itself and for the benefit of any Authorised Users) against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and reasonable legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Institution or Authorised Users arising out of or in connection with any claim by or action brought by any third party that the access and Permitted Use by the Institution or by any Authorised User in accordance with this Sub-Licence infringes the intellectual property rights of that third party.
18.3 In relation to any claim made or action brought to which Clause 18.2 applies, the Institution shall:

18.3.1 promptly give the Publisher and Jisc Collections written notice;

18.3.2 give the Publisher immediate and complete control of the defence and settlement of such claim provided that the Publisher gives the Institution reasonable security in respect of any liability the Institution may have in respect of such claim or action and any indemnity to which the Institution may be entitled under Clause 18.2; and

18.3.3 give the Publisher (and, so far as relevant, Jisc Collections) all reasonable assistance with the defence and settlement of such claim.

18.4 The indemnity in Clause 18.2 will not apply to the extent that the relevant claim arises as a result of any change, alteration or amendment in any way to any Licensed Material by the Institution or any Authorised User.

18.5 While the Publisher and Jisc Collections have no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Material neither the Publisher nor Jisc Collections make any representation or give any warranty, express or implied, with regard to the information contained in or in any part of the Licensed Material including the fitness of such information or part for any purposes whatsoever and, subject to Clauses 18.2, the Publisher and Jisc Collections accept no liability for loss suffered or incurred by the Institution or Authorised Users as a result of their reliance on the Licensed Material.

18.6 In relation to any claim or action referred to in Clause 18.2, or any other claim by a third party of which the Institution becomes aware, that the access to or use of any Licensed Material infringes any copyright, the Publisher may at its option and expense, and on written notice to the Institution (and without prejudice to the Institution’s rights under Clause 5.6 (Withdrawning Material) or Clause 18.2 (Infringement Indemnity), remove such Licensed Material from the Licensed Material or obtain for the Institution the right to continue accessing and using such Licensed Material in accordance with this Sub-Licence.

18.7 Nothing in this Sub-Licence shall make the Institution liable for any act by any Authorised User which gives rise to a breach of the terms of this Sub-Licence, provided that the Institution did not cause or knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
18.8 Except as provided for in Clause 18.1 or 18.2, neither the Institution nor any Authorised User nor the Publisher nor Jisc Collections will be liable to the other in contract or negligence or otherwise for:

18.8.1 any special, indirect, incidental, punitive or consequential damages; or

18.8.2 loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or

18.8.3 for any increased costs or expenses.

18.9 No party excludes or limits its liability under this Sub-Licence for:

18.9.1 death or personal injury to the extent it results from its negligence, or that of its employees or agents in the course of their engagement; or

18.9.2 its own fraud or that of its employees or agents in the course of their engagement.

19 **FORCE MAJEURE**

19.1 Without prejudice to Clause 18.2, neither party shall have any liability under or be deemed to be in breach of this Sub-Licence for any failure to perform any term or condition of this Sub-Licence which result from circumstances beyond the reasonable control of such party, including war, strikes, flood, governmental restrictions, power, telecommunications or Internet failures or damage to or destruction of any network facilities not arising from an act or omission of such party or its employees or contractors ("Force Majeure Event").

19.2 Each party shall promptly notify the other party in writing of any Force Majeure Event which is causing delay or failure in performance of such party’s obligations under this Sub-Licence, or will or is likely to do so, including the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Sub-Licence, and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

19.3 Provided it has complied with Clause 19.2, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Sub-Licence by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of this Sub-Licence or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
19.4 If a Force Majeure Event prevents, hinders or delays the Affected Party’s performance of its obligations for a continuous period of more than 60 (sixty) days, the party not affected by the Force Majeure Event may terminate this Sub-Licence by giving 14 days’ written notice to the Affected Party.

20 **ASSIGNMENT**

20.1 Subject to Clauses 20.2 and 20.3, this Sub-Licence is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Sub-Licence, without the prior written consent of the other party, such consent shall not be unreasonably withheld or delayed.

20.2 If the Institution merges with any other Eligible Body or transfers the whole or part of its activities as an Eligible Body to another Eligible Body, the Institution or successor Institution (as the case may be), and the Authorised Users who were Authorised Users through the Institution, shall be entitled to receive the benefit of this Sub-Licence, subject to remaining bound by the obligations under this Sub-Licence:

20.2.1 in respect of the Licensed Material, for the remainder of the current Subscription Period; and

20.2.2 in respect of the Continuing Licensed Material, in perpetuity.

20.3 If the Publisher is subject to any merger or acquisition, or if the Publisher or any licensor or other owner of any rights in any Licensed Material relevant to the licences or rights granted under this Sub-Licence transfers or grants any rights inconsistent with the Institution’s rights under this Sub-Licence, this Sub-Licence shall continue in effect, and the Publisher shall procure that any such transfer or grant of rights is subject to the Institution’s rights under this Sub-Licence or that the Institution is compensated in such amount as may be fair and reasonable in the circumstances in respect of the loss of any such rights which cannot be preserved for the Institution.

20.4 In any assignment to which the other party has given consent under Clause 20.1, the assigning party shall procure and ensure that the assignee shall assume all rights and obligations of the assigning party under this Sub-Licence and agrees to be bound to all the terms of this Sub-Licence.

21 **GOVERNING LAW AND JURISDICTION**

21.1 This Sub-Licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
21.2 The parties irrevocably agree that any dispute arising out of or in connection with this Sub-Licence will be subject to and within the jurisdiction of the courts of England and Wales.

22 **DISPUTE RESOLUTION**

22.1 The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the Sales & Marketing Director of the Publisher and the current Vice Chancellor of the Institution. Where the parties agree that a dispute arising out or in connection with this Licence would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.

22.2 Any person to whom a reference is made under Clause 22.2 shall act as expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.

22.3 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.

22.4 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

23 **NOTICES**

23.1 Any notice given to a party under or in connection with this Sub-Licence shall be in writing and shall be delivered by hand or email, or by pre-paid first-class post or other next Working Day delivery service at its address set out below:

23.1.1 if to Jisc Collections: Caren Milloy
Director of Licensing
Jisc Collections
15 Fetter Lane
London EC4A 1EW

Email: to both caren.milloy@jisc.ac.uk and ben.taplin@jisc.ac.uk,
and labelled (in the Subject line) as a Contract Notice.

23.1.2 if to the Institution: as stated in the Subscription Order and Acceptance Form
23.2 Any notice or communication shall be deemed to have been received:

23.2.1 if delivered by hand, on signature of a delivery receipt; or

23.2.2 if sent by pre-paid first-class post or other next Working Day delivery service, at 11.00 am on the second Working Day after posting or at the time recorded by the delivery service; or

23.2.3 if sent by email, on delivery of the email (as evidenced by a delivery receipt) if delivered during working hours on a Working Day, and otherwise on the first Working Day following delivery; or

23.2.4 if sent via the Jisc Ordering Platform (if any), on delivery of the Confirmation Notice.

23.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24 PREVENTION OF FRAUD AND CORRUPTION

24.1 Each party represents and warrants that neither it, nor to the best of its knowledge any of its employees, agents or contractors have at any time prior to the Start Date:

24.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

24.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

24.2 Neither party during the term of this Sub-Licence shall offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing any act in relation to the obtaining or execution of this Sub-Licence or for showing or refraining from showing favour or disfavour to any person in relation to this Sub-Licence.

24.3 Each party shall take all reasonable steps in accordance with good industry practice to prevent fraud by its employees, and the party (including its shareholders, members and directors), in connection with this Sub-Licence and shall notify the other party in writing immediately if it has reason to suspect that any fraud is occurring or is likely to occur.
24.4 If a party or its staff engages in conduct prohibited by Clause 24.1.1 or commits fraud in relation to this Sub-Licence, the other shall be entitled to:

24.4.1 terminate this Sub-Licence and recover from the first party the amount of any loss suffered resulting from the termination, including the cost reasonably incurred by making other arrangements for the provision of access to the Licensed Material and any additional expenditure incurred by the other party throughout the remainder of this Sub-Licence; and

24.4.2 recover in full from the first party any other loss sustained in consequence of any breach of this clause.

25 THIRD PARTY RIGHTS

25.1 Except as expressly provided elsewhere in this Sub-Licence, a person who is not a party to this Sub-Licence is not intended to have any rights to, and shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Sub-Licence.

25.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Sub-Licence are not subject to the consent of any other person, and a person who is not a party to this Sub-Licence shall not be entitled to require its consent to any amendment.

26 GENERAL

26.1 This Sub-Licence its Schedules and Annexes constitute the entire agreement between the parties and supersede all prior communications, promises, assurances, warranties, representations and understandings and agreements (whether written or oral) relating to its subject matter, but without prejudice to any continuing rights and obligations arising under any prior formal licence agreements between the Institution and the Publisher or Jisc Collections.

26.2 This Sub-Licence may not be amended or modified except by agreement of both parties in writing.

26.3 Nothing in this Sub-Licence shall be construed to create any relationship of partnership, agency or employment between any of the parties.

26.4 If any provision or part-provision of this Sub-Licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision
or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Sub-Licence.

26.5 The rights of the parties arising under this Sub-Licence shall not be waived except in writing. Any waiver of any of a party’s rights under this Sub-Licence or of any breach of this Sub-Licence by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Sub-Licence shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
SUB-LICENCE SCHEDULE 1

FEES AND TRANSACTION MANAGEMENT CHARGE

The Sub-Licence Fee is calculated as specified in the Offer.

For Institutions who participated in the Read and Publish deal in 2019, the Publishing Fee allows the Institution to publish all their Eligible Articles as Open Access Articles. For all other Institutions, the Publishing Fee allows the Institution to publish the number of Eligible Articles as Open Access Articles specified in the Quote. These Institutions can publish the remaining Eligible Articles as Open Access Articles for a PAR fee of £2,046.00 per article (exclusive of all taxes).

Transaction Management Charge:

A Transaction Management Charge of £200 will be charged by Jisc Collections.

All pricing is shown exclusive of VAT, which will be charged as appropriate.
SUB-LICENCE SCHEDULE 2

LICENSED TITLES

A: Journals

The electronic versions of the following Journals:

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<td>Lab on a Chip</td>
<td>1473-0189</td>
<td>√</td>
<td>2008-2022</td>
<td></td>
<td>RSC</td>
</tr>
<tr>
<td>Materials Chemistry Frontiers(^1)</td>
<td>2052-1537</td>
<td>√</td>
<td>2017-2022</td>
<td>2022</td>
<td>IC</td>
</tr>
<tr>
<td>Materials Horizons(^1)</td>
<td>2051-6355</td>
<td>√</td>
<td>2014-2022</td>
<td>2022</td>
<td>RSC</td>
</tr>
<tr>
<td>Molecular Omics</td>
<td>2515-4184</td>
<td>√</td>
<td>2018-2022</td>
<td>2022</td>
<td>RSC</td>
</tr>
<tr>
<td>including Molecular BioSystems (1742-2051)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2008-2017</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Molecular Systems Design &amp; Engineering(^1)</td>
<td>2058-9689</td>
<td>√</td>
<td>2016-2022</td>
<td>2022</td>
<td>IChemE</td>
</tr>
<tr>
<td>Nanoscale(^1)</td>
<td>2040-3372</td>
<td>√</td>
<td>2009-2022</td>
<td>2022</td>
<td>RSC</td>
</tr>
<tr>
<td>Nanoscale Horizons(^1)</td>
<td>2055-6764</td>
<td>√</td>
<td>2016-2022</td>
<td>2022</td>
<td>RSC</td>
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<tr>
<td>Natural Product Reports</td>
<td>1460-4752</td>
<td>√</td>
<td>2008-2022</td>
<td>2022</td>
<td>RSC</td>
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<tr>
<td>New Journal of Chemistry</td>
<td>1369-9261</td>
<td>√</td>
<td>2008-2022</td>
<td>2022</td>
<td>CNRS</td>
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<tr>
<td>Organic Chemistry Frontiers(^1)</td>
<td>2052-4129</td>
<td>√</td>
<td>2014-2022</td>
<td>2022</td>
<td>SIOC</td>
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<tr>
<td>Physical Chemistry Chemical Physics</td>
<td>1463-9084</td>
<td>√</td>
<td>2008-2022</td>
<td>2022</td>
<td>Owner Societies</td>
</tr>
<tr>
<td>Polymer Chemistry(^1)</td>
<td>1759-9962</td>
<td>√</td>
<td>2010-2022</td>
<td>2022</td>
<td>RSC</td>
</tr>
<tr>
<td>Reaction Chemistry &amp; Engineering(^1)</td>
<td>2058-9883</td>
<td>√</td>
<td>2016-2022</td>
<td>2022</td>
<td>RSC</td>
</tr>
<tr>
<td>RSC Advances(^1, (^3))</td>
<td>2046-2069</td>
<td>-</td>
<td>2011-2016</td>
<td>-</td>
<td>RSC</td>
</tr>
<tr>
<td>RSC Medicinal Chemistry</td>
<td>2632-8682</td>
<td>√</td>
<td>2020-2022</td>
<td>2022</td>
<td>RSC</td>
</tr>
<tr>
<td>including MedChemComm(^1) (2040-2511) 2010-2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sustainable Energy &amp; Fuels(^1)</td>
<td>2398-4902</td>
<td>√</td>
<td>2017-2022</td>
<td>2022</td>
<td>RSC</td>
</tr>
</tbody>
</table>

\(^1\) Access is free for the first two (2) years/volumes.

\(^2\) From January 2015 Chemical Science is a Gold Open Access journal.

\(^3\) From January 2017 RSC Advances is a Gold Open Access journal.
B: Databases

The electronic versions of the following Databases and Magazines. For avoidance of doubt no perpetual access to the publications in Section B:

<table>
<thead>
<tr>
<th>Databases</th>
<th>E-ISSN</th>
<th>Years</th>
<th>Access</th>
<th>Copyright Owner*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Analytical Abstracts</td>
<td>1471-7107</td>
<td>Closed database</td>
<td>External</td>
<td>RSC</td>
</tr>
<tr>
<td>Chemical Hazards in Industry</td>
<td>1476-3907</td>
<td>Closed database</td>
<td>External</td>
<td>RSC</td>
</tr>
<tr>
<td>Chemistry World</td>
<td>1749-5318</td>
<td>2022 database</td>
<td>External</td>
<td>RSC</td>
</tr>
<tr>
<td>Education in Chemistry</td>
<td>1749-5326</td>
<td>2022 database</td>
<td>External</td>
<td>RSC</td>
</tr>
<tr>
<td>Laboratory Hazards Bulletin</td>
<td>1476-3915</td>
<td>Closed database</td>
<td>External</td>
<td>RSC</td>
</tr>
<tr>
<td>Natural Product Updates</td>
<td>1478-1557</td>
<td>Closed database</td>
<td>External</td>
<td>RSC</td>
</tr>
<tr>
<td>Synthetic Reaction Updates</td>
<td>2055-6152</td>
<td>Closed database</td>
<td>External</td>
<td>RSC</td>
</tr>
<tr>
<td>Catalysts &amp; Catalysed Reactions</td>
<td>(1474-9181)</td>
<td>2002-2014</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* RSC The Royal Society of Chemistry
ACS GD American Chemical Society, Division of Geochemistry
CNRS Centre National de la Recherche Scientifique
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

The Publisher shall supply to Jisc Collections an updated list of the Material with any changes effective as of 1st January of the following Calendar Year, which shall be verified by Jisc Collections. The verified list will then be added to the Knowledge Base Plus (KB+) service https://www.kbplus.ac.uk/kbplus/publicExport or another service run by Jisc Collections which seeks to achieve the same objective.
INDUSTRY STANDARDS AND RELATED OBLIGATIONS

1. The Publisher agrees to use reasonable efforts to implement the following industry standards to enhance access and use of the Licensed Material and shall:

   (a) provide the Institution with access to usage statistics compliant with the most recent release of the COUNTER Code of Practice (www.projectcounter.org), organised by month, every three months to the Journals and Databases, excluding Chemistry World and Education in Chemistry. Please note that the accesses to the closed Databases Catalysts & Catalysed Reactions and Methods in Organic Synthesis are included with the usage statistics for Synthetic Reaction Updates;

   (b) implement the Standardized Usage Statistics Harvesting Initiative (SUSHI) protocol (www.niso.org/workrooms/sushi);

   (c) archive the Licensed Material to ensure that it is preserved for future scholarship in at least one of the following archiving solutions: Portico, Clockss or Lockss (Journals only, there is no archiving of Databases), and inform the Institution in which of the archiving solutions the Licensed Material may be found;

   (d) subject to paragraph 1(c), provide the means for the Institution to continue to access the Licensed Material via an archiving service for use only in the event that the Publisher ceases trading or any of the provisions of Clauses 15.3 or 15.4 apply to the Publisher, and inform the Institution where the Licensed Material has been archived, and provide the Institution with sufficient authority and information to enable the Institution to access such Licensed Material for the purposes of Clause 3.1.9 (Access where Publisher fails to provide it);

   (e) use all reasonable efforts to meet the W3C standards (www.w3.org/WAI/Resources/#in) to ensure that the Licensed Material is accessible to all Authorised Users;

   (f) use all reasonable efforts to meet the Open URL Standard (https://www.niso.org/publications/z3988-2004-r2010) to ensure that Authorised Users can search for and find the Licensed Titles and Licensed Content. For avoidance of doubt Publisher is unable to accept incoming Open URLs;

   (g) use all reasonable efforts to keep to the Code of Practice of Project Transfer (www.projecttransfer.org) to ensure that journal content remains easily accessible by
the Institution and its Authorised Users when there is a transfer of material between parties, and to ensure that the transfer process occurs with minimum disruption;

(h) provide link-resolver vendors and other library systems suppliers yearly with full details of the Licensed Material in accordance with KBART standards (http://www.uksg.org/kbart/s5/guidelines); and also with related data of (i) the first and final year, volume, and issue and (ii) the algorithm or syntax for constructing an article-level link from an article’s metadata within the Licensed Material;

(i) provide relevant information to third party discovery tools (such as Scopus, Summon), in accordance with NISO recommendations (https://groups.niso.org/apps/group_public/download.php/14820/rp-19-2014_ODI.pdf);

* urls and web addresses are for guidance and may change
SUB-LICENCE SCHEDULE 4
SERVICE LEVELS and SERVICE LEVEL REQUIREMENTS (if applicable)

1 Definitions:

“Scheduled Maintenance” means the non-availability of the Licensed Material and/or the Publisher Platform which is scheduled by the Publisher at least a week in advance and notified to the Institution at least a week in advance, for the purpose of carrying out maintenance actions that are aimed at the prevention of unscheduled breakdown or downtime.

2 The pubs.rsc.org (“Publisher Platform”) and Licensed Material will be available 24 hours a day, 365 days a year with the exception of Scheduled Maintenance and subject to Paragraphs 4 and 5 below.

3 For the Publisher Platform to be considered available the following functionality should be available on the platform:

<table>
<thead>
<tr>
<th>Service Component</th>
<th>Functionality Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTML availability</td>
<td>Ability to access the HTML version of an article prior to expiry/cancellation</td>
</tr>
<tr>
<td>PDF Download</td>
<td>Ability to download the PDF version of an article</td>
</tr>
</tbody>
</table>

4 Service components as outlined above will each be available for at least 97.00% of scheduled uptime.

5 The Publisher reserves the right to restrict access to the Licensed Material and its networks in order to maintain the stability and security of both. Any restrictions under this Paragraph 5 shall be limited to an individual Authorised User or a restricted sub-set of Authorised Users. Upon being aware of any activity affecting the stability or security of the Licensed Material and its networks the Publisher shall inform the Institution of the restriction as soon as is reasonably possible.
SUB-LICENCE SCHEDULE 5

OPEN ACCESS 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 Institution 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 Institution Site must be stated as their affiliation in the author submission workflow.

1.3 Eligible Authors can be identified by the Publisher through at least one of the following parameters:
- e-mail domain defined for each institution, and/or
- affiliation as stated in the author submission workflow.

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
- IP ranges specified by the 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. The details shall be included in the monthly reports specified in Clause 3.

2. Obligations of Publisher and Institution

2.1 The Version of Record of all Eligible Articles that comply with the terms of this Sub-Licence shall be:

(i) made immediately Open Access, as the Version of Record in a Licensed Title on the Publisher website with no embargo period; and
(ii) published under the terms of the CC-BY or CC BY-NC licence.

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, Institution will verify the eligibility of an article as quickly as possible to ensure the timely production and publication of the article. If Institution requires more than three (3) Working 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 Institution on a monthly basis. The report shall include the following details:
- Name of the Author who is affiliated to Institution (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.

3.5 For avoidance of doubt the number of OA Articles in these reports shall be as the data recorded in the Publisher’s internal systems.

4. Editorial independence

4.1 Both parties recognise that Institution 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 Institution recognises that the selection of content that is to be published on Publisher’s platform is entirely at Publisher’s discretion. Institution relinquishes all possible due claims towards Publisher resulting from Publisher’s rejection to publish content, either entirely or partially, submitted by an Eligible Author.
Detailed Pricing Document
2022 Jisc Collections Journals Open Access Agreement

<table>
<thead>
<tr>
<th>Publisher:</th>
<th>Royal Society of Chemistry, Thomas Graham House, Science Park, Cambridge, CB4 0WF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product Name:</td>
<td>Royal Society of Chemistry Read &amp; Publish agreement</td>
</tr>
<tr>
<td>Agreement Name:</td>
<td>Royal Society of Chemistry Jisc Read &amp; Publish Agreement 2022-2024</td>
</tr>
<tr>
<td>Product Description:</td>
<td>Access to the full collection of RSC 37 hybrid journals, 5 journal backfiles, 2 magazines and 5 databases (“RSC Gold 2022”) with open access publication in RSC hybrid journals. Access is also given to 10 Gold Open Access journals.</td>
</tr>
<tr>
<td>Version and date:</td>
<td>V4 March 2022</td>
</tr>
</tbody>
</table>

PART A: The Offer

1. General Information

<table>
<thead>
<tr>
<th>Agreement term</th>
<th>3 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start and End date</td>
<td>01 January 2022 to 31 December 2024</td>
</tr>
<tr>
<td>Eligible Institutions/group</td>
<td>Higher Education, Research Councils, Further Education, Affiliates</td>
</tr>
<tr>
<td>Route to OA compliance</td>
<td>Transitional Agreement</td>
</tr>
<tr>
<td>Model type</td>
<td>Groups A &amp; B – Unlimited Read and Publish Groups C &amp; D – Capped Publish and Read</td>
</tr>
<tr>
<td>Basis for fees</td>
<td>The offer has moved away from the RSC’s output based model (R&amp;P) in its pure form. The offer is based on single fee and removes all charges to authors. The negotiations have sought to find a balance between price constraint and open access coverage of publications in RSC’s hybrid journals with the aim of allowing all authors to participate in the agreement.</td>
</tr>
</tbody>
</table>
The R&P agreement is unlimited and both models allow corresponding authors from participating institutions to publish open access in RSC's hybrid journals.

Although we anticipate all UK output will be covered under the PAR model we will monitor output carefully to ensure that the agreement will cover UKRI and Wellcome funded research in any event.

1. Access to databases, magazines, or to the RSC Journal Archive 1841 – 2007 is not covered with this fee.

2. 

3. **Price caps**

4. 

5. **General information**

6. Price increases are capped to 3.4% for 2022 and 3% in years 2 and 3 for RAP institutions. For PAR institutions increases are either 3% per year for Group C institutions or 2% for Group D.

7. 

8. The result is an average IPA of £1,525 in year 1, £1,552 in year 2 and £1,585 in year 3, one of the lowest IPAs to arise from a TA in the UK.

9. 

10. Pricing is detailed in each institution’s pricing quotation as displayed in Licence subscription manager.

11. 

12. **Read & Publish (Groups A & B)**

13. There is a variable uplift between 2% - 8% for 2022, while the increase for 2023 and 2024 is 3%. The average IPA for this element is £1,299 across all three years of the agreement.

14. 

15. For the 2022 Read and Publish offer the publishing fee is based on a three-year average (2018-2020) output of the participating institutions and their corresponding authors in hybrid journals (number of accepted manuscripts from corresponding authors), and a Reading fee as described above.

16. 

17. **Publish and Read (Groups C & D)**

18. The (PAR) model provides an OA article allocation through the conversion of subscription spend.

19. 

20. The PAR offer uses a divisor of £2,100 (the PAR fee) to arrive at the OA article allocation based on an institution’s 2021
subscription spend. The PAR Fee is set to £2,100 for the duration of the licence.

21. While this option is not unlimited it will cover 100% publishing output based on the average article numbers from 2018 – 2020 published across the consortium and includes an additional buffer to allow for growth in article outputs.

23. **New Customers**

25. New customers are priced on a case by case basis as required.

<table>
<thead>
<tr>
<th><strong>Annual increases</strong></th>
<th>26. R&amp;P:</th>
</tr>
</thead>
<tbody>
<tr>
<td>27. 2022- Average 3.6%</td>
<td></td>
</tr>
<tr>
<td>28. 2023- 3%</td>
<td></td>
</tr>
<tr>
<td>29. 2024- 3%</td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td></td>
</tr>
<tr>
<td>31. PAR Group C- 3% p.a.</td>
<td></td>
</tr>
<tr>
<td>32. PAR Group D- 2% p.a.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Licence type</strong></th>
<th>33. Contract and Licence</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Annual opt-out</strong></th>
<th>34. The Institution shall have the right to terminate this Sub-Licence during the Subscription Period, by giving not less than 60 (sixty) days’ written notice to Jisc Collections, such notice to expire on at the end of the relevant Subscription Year.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Invoicing route</strong></th>
<th>35. Jisc / Agent / Publisher</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Currency</strong></th>
<th>36. GBP</th>
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<table>
<thead>
<tr>
<th><strong>TMC Fee</strong></th>
<th>37. Yes (If Jisc Selected for invoicing)</th>
</tr>
</thead>
<tbody>
<tr>
<td>38. Journal TMC Applied</td>
<td></td>
</tr>
<tr>
<td>39. <a href="https://subscriptionsmanager.jisc.ac.uk/about/tmcs">https://subscriptionsmanager.jisc.ac.uk/about/tmcs</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>VAT status</strong></th>
<th>Provided HMRC tax advice does not change during the agreement terms, the invoice supplied by Jisc would split the payments into a read and a publish fee. Zero VAT will be charged on the Read Fee for 2022, 2023 and 2024. The Publish Fee would attract VAT at the standard 20% rate.</th>
</tr>
</thead>
</table>

To confirm:

**Read and Publish:**

- Publishing fee: 20% VAT
- Reading Fee: 0% VAT

**Publish and Read:**

- Publishing fee: 20% VAT
<table>
<thead>
<tr>
<th><strong>Reading Fee:</strong> 0% VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Invoice:</strong> Within the invoice, the Read and Publish fees will be listed on separate lines, with VAT applied to the Publish Fee accordingly.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Read element</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Collections covered</strong></td>
</tr>
<tr>
<td><strong>Post cancellation rights</strong></td>
</tr>
<tr>
<td><strong>Dark Archive</strong></td>
</tr>
<tr>
<td><strong>Downgrades</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Publish element</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Eligible authors</strong></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
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<tr>
<td></td>
</tr>
</tbody>
</table>

| **Type of publication/s covered** | Hybrid |
| Article type/s covered | All peer reviewed article types are covered in this agreement which fall into three main categories: full papers, communications, and reviews. The article types are different for each journal. The ones which are not covered are Editorials and Corrections. Further information on article types is available via: [https://www.rsc.org/journals-books-databases/author-and-reviewer-hub/authors-information/prepare-and-format/article-types/](https://www.rsc.org/journals-books-databases/author-and-reviewer-hub/authors-information/prepare-and-format/article-types/) |
| Article allocation model | R&P (option 1) is unlimited in nature. PAR is consortium capped at:  
- 2022- 343 Articles (105% of the 2018-20 average)  
- 2023- 355 Articles (109% of the 2018-20 average)  
- 2024- 463 Articles (111% of the 2018-20 average) |
| Additional discounts | 15% APC discount for all articles accepted in RSC Gold OA Journals. Bulk purchase available. |
| Transitional fee covers all fees (for example no addition fee for colour and additional pages) | Yes (all inclusive, no additional charges) |
| Licence | CC BY default  
Authors retain copyright in all cases |
| Green Open Access Policy | [https://www.rsc.org/journals-books-databases/open-access/green-open-access/](https://www.rsc.org/journals-books-databases/open-access/green-open-access/) |
| Rights Retention Statement position | The RSC will not reject submitted manuscripts or divert manuscripts to alternative journals because they include a Rights Retention statement.  
Although the RSC strongly encourage eligible authors to follow the gold OA route, where this is not possible, RSC have confirmed that they do not reject or re-route on the basis of an author employing RRS statements. |
<table>
<thead>
<tr>
<th>Participation in Publications Router</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Retrospective OA</strong></td>
<td>Articles with an accepted date being January 2022 or later published behind the paywall will be made retrospectively OA. Where APCs have been paid, refunds can be requested.</td>
</tr>
<tr>
<td><strong>PubMed Central (PMC) and Europe PMC</strong></td>
<td>The RSC deposit the Version of Record in PMC and E PMC (with embargo if non-OA) for articles funded by those on the E PMC list <a href="http://europepmc.org/Funders/">http://europepmc.org/Funders/</a>. The RSC system automatically identifies the articles based on the funding information provided by authors at submission.</td>
</tr>
</tbody>
</table>

**Additional details:**

### 2. Material on offer

**Material consists of:**

All Licensed Material on offer from the Publisher, see Appendix 1 for the Full Title List

Back files / back issues included in the Offer:

Any further information:
Confirm order - subscriptions to be invoiced by Jisc Collections

Please choose a payment type for each product listed below. Depending on the products in your basket you may have the option to pay in advance for future years. If you have selected to pay by credit or debit card, we can only process these payments against staking (GBP) invoice(s) that are automatically generated from this order.

Agreement type: consortia agreements

Products with a currency of GBP

| Consortia Agreement (with defined start and end date) | £ |
| Product cost option selected: | |
| PO Number: | Purchase Order Number |
| Product: | Consortia Agreement (with defined start and end date) |
| Payment type: | Selected payment type |
| Invoice Address: | Customer's invoice Address |

SECTION TOTAL: £

Including VAT and IKT where applicable

SUBTOTAL: £

Designated Site Representatives

Select up to three designated site representatives that you would like to associate with this order:

☐ Site Representative

Consortia agreements and licence acceptance

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