

## **RSC-TIB LICENCE FOR RSC PLATINUM MODEL FOR 2024-2027**

This Agreement is made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between The Royal Society of Chemistry located at Thomas Graham House, Science Park, Milton Road, Cambridge CB4 0WF, UK (“Publisher”) and Technische Informationsbibliothek (TIB) located at Welfengarten 1 B, Hannover, Niedersachsen, D-30167, Germany (“Consortium Leader”).

Consortium Leader is duly authorised by all institutions of higher education and non-commercial research institutions in Germany listed in Schedule B (“Customers”) who wish to have access to and publish in the journals of the Publisher specified in Schedule A.

Open Access Transition: Publisher has set itself a goal of transitioning all the Hybrid Journals wholly owned by Publisher to Gold OA Journals by 2028. To meet this goal Publisher has developed the RSC Platinum Model which will initially run from 2024 to 2027 (“Term”). This model is an evolution of the Publisher’s previous Read & Publish deal under which authors retain their copyright and it enables articles written by Corresponding Authors to be made Gold OA without the payment of an APC as well as the usual reading access and perpetual access rights to the Publisher’s paywalled journals content published during the Term.

In the development of the RSC Platinum Model Publisher is providing the following additional benefits to the Customers.

- (i) The open access allowance in this agreement covers all publication of open access articles in the Gold OA Journals as well as Hybrid Journals.
- (ii) The contributions of the non-publishing institutions to this RSC Platinum consortium include, in particular, the usual read access and perpetual access rights. They enable the Publisher to publish all articles from Customers open access.

Intent: By entering into this Agreement Consortium Leader and the Participating Institutions have agreed with Publisher to participate in the RSC Platinum Model in order to help with the Publisher aim of transitioning from hybrid journals to gold OA journals by 2028. Consortium Leader and Publisher will cooperate with each other to address issues that may occur.

### WHEREAS

- (A) Publisher publishes and holds journal articles in electronic form;
- (B) Customers wish to publish journal articles and license access to journal articles;
- (C) Publisher agrees to grant such licence and
- (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:

“APC” means the article processing charge paid to make an article an OA article.

“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: <ul style="list-style-type: none"><li>(i) charging of Authorised Users by Customer for use of Publisher Content is not deemed to constitute Commercial Use;</li><li>(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;</li><li>(iii) recovery of costs is not deemed to constitute Commercial Use; and</li><li>(iv) the use of Metadata by search engines does not constitute Commercial Use as long as the Metadata is not sold, lent, distributed or otherwise re-licensed via that search engine or the access to that Metadata on that search machine is exclusively being charged for.</li></ul>
"Corresponding Authors"	means authors who are Authorised Users primarily affiliated with a Customer (excluding Walk-In Users) who are also the corresponding author of an article published in a Journal. To make use of the benefits of this agreement, the corresponding author needs to be the submitting corresponding author.
"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;
"Gold OA Journals"	means the Gold Open Access journals specified in Section A of Schedule A;
"Hybrid Journals"	means the publications specified in Section A of Schedule A;
"Internal"	means an access route to Publisher Content where Publisher Content is loaded on Consortium Leader's own network;
"Journals"	means the Gold OA Journals and Hybrid Journals specified in Schedule A;
"OA Articles"	the articles published in Journals for which the Corresponding Author is an Authorised User, and which are published Gold Open Access immediately upon publication without an embargo period, and in the first instance ("Version of Record") under a Creative Commons CC-BY or CC BY-NC licence, with the author(s) retaining their copyright. For the purpose of this agreement, the Creative Commons CC-BY licence shall be the default licence offered to Corresponding Authors. All article types are eligible to be OA Articles except for Comments, Editorials, corrections and retractions.
"Publisher Content"	means the content of Publisher specified in Schedule A (as amended from time to time by the parties);
"Publishing Fee"	means the Fee paid by Customer to allow Corresponding Authors to publish OA Articles without having to pay an APC.
"Read Fee (Base Fee)"	means the Fee paid by Customer to allow Authorised Users to access and use the Publisher Content under the terms of this Agreement.
"RSC Platinum Model"	means the publishing model specified in Schedule C;
"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. Customer may use a contractor for technical services (e.g. hosting).

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

2.1.1.2 Access must be by means of Secure Authentication.

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

and/or

2.1.2 Internal. If Publisher Content is accessed by an Internal route:

2.1.2.1 Neither Customer nor Authorised Users may make available or distribute any part of Publisher Content on any other network.

2.1.2.2 Access must be by means of Secure Authentication.

2.1.2.3 Customer may not alter Publisher Content in any way, including without limitation additions, subtractions or adaptations, except for those technical measures that are required for long-term storage or preservation (including, but not limited to, conversion into other data formats).

2.1.2.4 Customer may adapt header files in order to provide effective linking to files of journal articles.

2.2 Publisher licenses Customer to provide access to Publisher Content via means of Secure Authentication to Authorised User so that these users may access and use Publisher Content in accordance with the terms of this Agreement.

2.3 Publisher licenses Customer to use Publisher Content for the purposes of research, teaching, or private study only, and not for Commercial Use.

2.4 Publisher licenses Customer to include printed or electronic copies of items from Publisher Content:

(i) in anthologies (course packs) in printed or electronic form for sale (as long as the sale is not for Commercial Use) and/or distribution to Authorised Users for their use in connection with classroom instruction only; and

(ii) in reserves (in printed or electronic form) set up by Customer for access by Authorised Users in connection with specific courses offered by Customer.

Customer will use its best efforts to ensure that copies of material from Publisher Content in any online or offline (for example, CD-ROMs) electronic form whatsoever which are included in

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

Except for material that is published under a Creative Commons license, acknowledgement in the form (where the copyright owner(s) to be used in the statement are specified in Schedule A by journal title and also at [www.rsc.org/journalscopyright](http://www.rsc.org/journalscopyright)):

- (i) "(original citation) – Reproduced by permission of The Royal Society of Chemistry"; or
- (ii) "(original citation) – Reproduced by permission of the PCCP Owner Societies"; or
- (iii) "(original citation) – Reproduced by permission of The Royal Society of Chemistry (RSC) on behalf of (the copyright owner) and the RSC";

must appear on such material in a position and typeface as to be clearly visible.

- 2.5 Publisher licenses Customer to re-engineer Publisher Content to provide suitable format(s) such that Authorised Users who are Visually Impaired Persons may have access to Publisher Content.
- 2.6 Publisher licences Customer to fulfil interlibrary supply requests from other libraries within Germany. Publisher licenses Customer to supply for each interlibrary supply request to a library, for the purposes of research for non-Commercial Use or private study only, a single paper or electronic copy or an electronic original of an individual item which is part of Publisher Content. Such supply may be by post or fax or by secure transmission, in which latter case the electronic file must be deleted immediately after printing unless the user who is authorised at the said library is a Visually Impaired Person and the electronic file is explicitly provided solely for his/her personal use.
- 2.7 Publisher licenses Customer to make such back-up copies of Publisher Content as are reasonably necessary to give effect to its rights and obligations under this Agreement.
- 2.8 The Publisher Content may be used for text and data mining ("TDM") to enhance services, to encourage scholarship, teaching and learning and to conduct research by the Consortium Leader, Customers, and Authorised Users according to the following principles, as long as the purpose is not to create a product for use by third parties that would substitute the Publisher Content:
- (i) Raw data may be extracted from the Publisher Content.
  - (ii) TDM may be performed on the unchanged Publisher Content or on extracted data (including but not limited to reproducing, storing, adapting, assembling large collections or extracting substantial portions of data and analysing them).
  - (iii) The raw data is research data and may be stored, published and distributed in any medium or form under any licence in order to ensure reproducibility and sustainability, as long as the Publisher Content cannot be reconstructed in its original, human readable form.
- TDM may be undertaken on either locally loaded Publisher Content or as mutually agreed. Attribution must be made to the Publisher and/or copyright owner in an appropriate manner and form.
- 2.9 If Customer wishes to make any other use of Publisher Content or to carry out any other activity related to Publisher Content that is not explicitly mentioned above in this Clause 2, Customer must obtain prior written permission from Publisher.

### 3. Payment

Customers shall pay Publisher their individual licensing Fee (Schedule C). For the avoidance of doubt, the Fees shall be in GBP and exclusive of any sales, use, value added or similar taxes.

### 4. Term of Agreement

The Term of this Agreement is 1<sup>st</sup> January 2024 to 31<sup>st</sup> December 2027. The list of Customers participating in the consortium is updated annually by an Addendum which 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/or Publisher. The names of the author(s) and the copyright notices may not be removed, obscured, or modified in any way. Customer shall take the same precautions to prevent theft or inadvertent illicit use of the intellectual property in Publisher Content that it takes to prevent theft of its own intellectual property. The relevant copyright notice must be displayed on all copies of information made from Publisher Content (see Clause 2.4 for the form of words to be used).
- 5.2 Customer acquires no intellectual property rights in Publisher Content and all such rights remain with the copyright owner.
- 5.3 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. Changes shall not be to the disadvantage of Customer.
- 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.
- 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

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 access to Customer to the PDF forms of the articles from the volumes of the Journals that Customer has subscribed to under 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.

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 Journals, or, if applicable, Customer shall immediately remove the 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.

## 7.4 Digital Preservation

7.4.1 Publisher shall deposit electronic copies of the Publisher Content in Schedule A Section A into three (3) mutually trusted third-party digital archiving services (British Library, CLOCKSS/LOCKSS & Portico) whose mission is to provide sustainable and reliable long-term access to managed digital resources and for the benefit of the greater global community. For avoidance of doubt Publisher deposits all articles published in both Hybrid Journals and Gold OA Journals.

7.4.2 Publisher shall provide Customer with information via Publisher's website about the digital archiving services used to archive the Publisher Content specified in Clause 7.5.1.

## 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) within thirty (30) days of notice, and if such remedy has not been completed within the said thirty (30) day period, or if no remedy is possible, the non-breaching party may terminate this Agreement forthwith.

8.2 If Publisher becomes aware that Customer is in material breach of this Agreement and reasonably believes such breach shall cause immediate and severe economic injury to Publisher, Publisher may:

- (i) If Customer accesses Publisher Content by External means, temporarily suspend Customer's access to Publisher Content for 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.

Customer shall have thirty (30) 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 thirty (30) days, Publisher may terminate this Agreement with immediate effect upon written notice to Customer.

Publisher may terminate this Agreement if Customer has persistently and materially breached this Agreement, irrespective of whether such breaches were later remedied, which shall be deemed to occur if Customer materially breaches this Agreement three (3) or more times during any twelve (12) month period during which the Agreement is in force.

- 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 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 Each Customer reserves the right to opt out of this Agreement for the subsequent licence year(s) on the condition that – in an exercise of reasonable discretion of the Customer – the Customer is financially unable to continue its participation in this Agreement due to a reduction of funds allocated to its library budget. The Customer shall send written notice of the need to opt out to the Consortium Leader by 30th September of the current licence year. This written notice shall explain the reason for the opt out.

Consortium Leader shall send Publisher written notice of the Customers which need to opt out by 15th October of the current licence year.

The Agreement shall be deemed terminated for such Customers from 1st January of the subsequent year, except for those obligations that by the terms hereof or their nature survive, including post termination access to subscribed content for the Customer.

Consequential amendments as are necessitated by such termination will be made to this Agreement. For the avoidance of doubt, the fees for the remaining Customers will not be affected by any such termination.

- 8.9 Customer and/or Consortium Leader may terminate this agreement for calendar year 2026 if the "Equivalent Article Cost" (or "PAR-fee") exceeds the customary range for the industry in Germany. Reasons for this might include, but are not limited to, the (estimated) total number of articles published by affiliated corresponding authors in calendar years 2024 and 2025 falling too far below the number predicted for these calendar years by the Publisher. To terminate the Agreement under this provision, Consortium Leader and/or Customer shall send Publisher written notice of termination by 15th October 2025. For the avoidance of doubt, in case the Consortium Leader terminates this Agreement, the Agreement shall be deemed terminated for all Customers.
- 8.10 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.

## **9. Warranties and Liabilities**

- 9.1 Publisher hereby warrants to Consortium Leader and Customer 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 Customer 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 9.6, in the event that Consortium Leader or 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 Publisher shall indemnify and hold Consortium Leader and Customer 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 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 Consortium Leader or 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.
- 9.7 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 Customer of such withdrawal as soon as reasonably practicable, and if Publisher Content is used by an Internal route, Customer 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.
- 9.8 Nothing in this Agreement shall make Consortium Leader or Customer liable for breach of the terms of this Agreement by any Authorised User provided that Customer 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, in the case of the Customer, sent by email (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**

- 16.1 Neither party shall be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of its respective obligations in relation to this agreement, if the delay or failure was due to any cause beyond its reasonable control including, but not limited to, acts of God, explosions, epidemic or pandemic, nuclear contamination, floods, fire or accident, war or threat of war, sabotage, civil disturbance, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes or industrial actions or trade disputes (whether involving employees of either party or of a third party), power, telecommunications or Internet failures or damages to or destruction of any network facilities ("Force Majeure").
- 16.2 If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

### **17. Confidentiality and Data Protection**

- 17.1 Consortium leader, Customers, and Publisher shall keep the terms of Schedule D strictly confidential and shall not disclose same except to the extent any disclosure is required by law, or court or administrative or regulatory body of competent jurisdiction. All parties agree that this Agreement (with the omission of Schedule B and Schedule D) might be made public in the ESAC Transformative Agreement Registry and on other platforms if deemed necessary by Consortium Leader or Customer.
- 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. Any handling of personal data in relation to the Agreement or the license or services covered herein (with the exception of information that is deemed part of public record), shall take place solely for purposes directly related to the fulfilment of this Agreement. Publisher and Customer shall each comply with the requirements of any data protection legislation currently in force and applicable to them, including, but not limited to, the EU General Data Protection Regulation (GDPR) and the European Privacy and Electronic Communications Directive.

### **18. Headings**

The headings in this Agreement are for convenience only and shall not affect its interpretation.

## 19. Miscellaneous

- 19.1 Rights of Third Parties. The parties hereby confirm that no provision of this Agreement shall or shall purport to confer on any third party any right to enforce any term of the Agreement for the purposes of the Contracts.
- 19.2 Usage Statistics. Publisher will provide Consortium Leader and Customer 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 and B, excluding the Databases *Chemistry World* and *Education in Chemistry*.
- 19.3 OA Article Workflow and Services: The terms and conditions relating to the Open Access publishing services and the article submission and publication workflows are specified in Schedule E. The parties agree to collaborate to enhance the development of streamlined author identification and verification workflows as well as efficient invoicing and reporting processes during the term of the Agreement. Publisher shall use its best efforts to ensure that any workflow revisions shall take into account current industry standards (for example the standards of the ESAC Initiative).

## 20. Dispute Resolution

Publisher and Customer will attempt to settle claims or controversies arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

## 21. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of Germany irrespective of the place of its physical execution, and the parties hereto hereby submit to the exclusive jurisdiction of the German 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  
Technische Informationsbibliothek (TIB)

For and on behalf of  
The Royal Society of Chemistry

Signed: .....

Signed: .....

Name: [REDACTED]

Name: [REDACTED]

Title: Director

Title: Chief Operating Officer

Date: .....

Date: .....

# SCHEDULE A

## Publisher Content

### 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	Copyright Owner*
<b>Analyst</b>	1364-5528	√	2008-2027	2024-2027	RSC
<b>Analytical Methods<sup>1</sup></b>	1759-9679	√	2009-2027	2024-2027	RSC
<b>Biomaterials Science<sup>1</sup></b>	2047-4849	√	2013-2027	2024-2027	RSC
<b>Catalysis Science &amp; Technology<sup>1</sup></b>	2044-4761	√	2011-2027	2024-2027	RSC
<b>Chemical Communications</b>	1364-548X	√	2008-2027	2024-2027	RSC
<b>Chemical Society Reviews</b>	1460-4744	√	2008-2027	2024-2027	RSC
<b>CrystEngComm</b>	1466-8033	√	2008-2027	2024-2027	RSC
<b>Dalton Transactions</b>	1477-9234	√	2008-2027	2024-2027	RSC
<b>Energy &amp; Environmental Science<sup>1</sup></b>	1754-5706	√	2008-2027	2024-2027	RSC
<b>Environmental Science: Nano<sup>1</sup></b>	2051-8161	√	2014-2027	2024-2027	RSC
<b>Environmental Science: Processes &amp; Impacts</b> including Journal of Environmental Monitoring (1464-0333) 2008-2012	2050-7895	√	2013-2027	2024-2027	RSC
<b>Environmental Science: Water Research &amp; Technology<sup>1</sup></b>	2053-1419	√	2015-2027	2024-2027	RSC
<b>Faraday Discussions</b>	1364-5498	√	2008-2027	2024-2027	RSC
<b>Food &amp; Function<sup>1</sup></b>	2042-650X	√	2010-2027	2024-2027	RSC
<b>Green Chemistry</b>	1463-9270	√	2008-2027	2024-2027	RSC
<b>Inorganic Chemistry Frontiers<sup>1</sup></b>	2052-1553	√	2014-2027	2024-2027	PKU
<b>Journal of Analytical Atomic Spectrometry</b>	1364-5544	√	2008-2027	2024-2027	RSC
<b>Journal of Materials Chemistry A</b>	2050-7496	√	2013-2027	2024-2027	RSC
<b>Journal of Materials Chemistry B</b>	2050-7518	√	2013-2027	2024-2027	RSC
<b>Journal of Materials Chemistry C</b>	2050-7534	√	2013-2027	2024-2027	RSC
<b>Including Journal of Materials Chemistry (1364-5501) 2008-2012</b>				-	
<b>Lab on a Chip</b>	1473-0189	√	2008-2027	2024-2027	RSC
<b>Materials Chemistry Frontiers<sup>1</sup></b>	2052-1537	√	2017-2027	2024-2027	IC
<b>Materials Horizons<sup>1</sup></b>	2051-6355	√	2014-2027	2024-2027	RSC
<b>Molecular Omics</b> including Molecular BioSystems (1742-2051) 2008-2017	2515-4184	√	2018-2027	2024-2027	RSC
<b>Molecular Systems Design &amp; Engineering<sup>1</sup></b>	2058-9689	√	2016-2027	2024-2027	ICHEM
<b>Nanoscale<sup>1</sup></b>	2040-3372	√	2009-2027	2024-2027	RSC
<b>Nanoscale Horizons<sup>1</sup></b>	2055-6764	√	2016-2027	2024-2027	RSC
<b>Natural Product Reports</b>	1460-4752	√	2008-2027	2024-2027	RSC
<b>New Journal of Chemistry</b>	1369-9261	√	2008-2027	2024-2027	CNRS
<b>Organic &amp; Biomolecular Chemistry</b>	1477-0539	√	2008-2027	2024-2027	RSC
<b>Organic Chemistry Frontiers<sup>1</sup></b>	2052-4129	√	2014-2027	2024-2027	SIOC
<b>Physical Chemistry Chemical Physics</b>	1463-9084	√	2008-2027	2024-2027	Owner Societies
<b>Polymer Chemistry<sup>1</sup></b>	1759-9962	√	2010-2027	2024-2027	RSC
<b>Reaction Chemistry &amp; Engineering<sup>1</sup></b>	2058-9883	√	2016-2027	2024-2027	RSC
<b>RSC Medicinal Chemistry</b> including MedChemComm <sup>1</sup> (2040-2511) 2010-2019	2632-8682	√	2020-2027	2024-2027	RSC
<b>Soft Matter</b>	1744-6848	√	2008-2027	2024-2027	RSC
<b>Sustainable Energy &amp; Fuels<sup>1</sup></b>	2398-4902	√	2017-2027	2024-2027	RSC

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

Customer has also got access to the following Gold OA Journals (**not** part of the licensing fee):

Journals	E-ISSN	Access	APC Charged	Copyright Owner
Chemical Science	2041-6539	2015-2023	No	RSC
Digital Discovery	2635-098X	2021-2023	From mid-2024	RSC
EES Catalysis	2753-801X	2022-2023	From mid-2025	RSC
Energy Advances	2753-1457	2022-2023	From mid-2024	RSC
Environmental Science: Advances	2754-7000	2021-2023	From mid-2024	RSC
Environmental Science: Atmospheres	2634-3606	2021-2023	Yes	RSC
Industrial Chemistry & Materials	2755-2608	2755-2500	Currently waived	IPE
Materials Advances	2633-5409	2020-2023	Yes	RSC
Nanoscale Advances	2156-0230	2018-2023	Yes	RSC
RSC Advances	2046-2069	2017-2023	Yes	RSC
RSC Applied Interfaces	2755-3701	2023-2023	From mid-2025	RSC
RSC Applied Polymers	2755-371X	2023-2023	From mid-2025	RSC
RSC Chemical Biology	2633-0679	2020-2023	Yes	RSC
RSC Mechanochemistry	2976-8683	2024-	From mid-2026	RSC
RSC Pharmaceuticals	2976-8713	2023-2023	From mid-2026	RSC
RSC Sustainability	2753-8125	2022-2023	From mid-2025	RSC
Sensors & Diagnostics	2635-0998	2021-2023	From mid-2024	RSC
Sustainable Food Technology	2753-8095	2022-2023	From mid-2025	RSC

Future updates can be found at <https://rsc.li/apcsandfunding>.

## Section B

The electronic versions of the following Databases via an External route for the Customers who have paid a Fee for the Database as specified in Schedule C:

Databases	E-ISSN	Years	Copyright Owner*
Education in Chemistry	1749-5326	2024-2027 database	RSC

* 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
IPE	Institute of Process Engineering of Chinese Academy of Sciences 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 Dernegi,
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**

### **Customers and Secure Authentication Protocol**

[Redacted]

## SCHEDULE C

### Fees and Payment

#### **Payment**

The Fees payable for the RSC Platinum Model for the confirmed Customers locked Excel file named as follows:

RSC-TIB\_Licence\_RSC\_Platinum\_Model\_2024-2027\_Payment\_Access.xls.

The total Fees payable by each Customer are given in Schedule D.

Each Customer shall be invoiced directly or via their subscription agent. The invoices shall be in GBP (£) and the Fees are exclusive of all taxes. The invoice shall list the Read Fee (Base Fee) and the Publishing Component separately.

#### **RSC Platinum Model Fees**

RSC Platinum Model Fee is made up of two (2) components:

- RSC Platinum Fee / Read Fee (Base Fee): Each Customer contributes a Read Fee (Base Fee) to this consortium. The Read Fees (Base Fees) covers reading access and perpetual access rights to the RSC's paywalled journals content published during the licence term and contributes to provision and maintenance of the interface, customer service, publishing services and all other services the RSC provides as a publisher and content provider.
- Publishing Component: In addition to the Read Fee (Base Fee), publishing institutions pay a Publishing Fee. The Publishing Fees allow for the Corresponding Authors to publish an unlimited number of articles as OA Articles free of charge for such Corresponding Author in all Hybrid Journals, RSC Advances and other Gold OA Journals in 2024, 2025, 2026 and 2027. The Publishing Component is not article specific. Publisher considers the total forecasted output of each publishing institution and calculates the resulting share in % of each institution. Publisher shall accept no liability if Corresponding Authors do not take up the offer of making their articles OA Articles but will use all reasonable efforts to promote the Agreement's benefits to Corresponding Authors.

The Fees payable over the four (4) years of the Agreement are fixed per participant. The fees payable by potential new entrants are calculated according to the same scheme and equal increases or decreases per year are applied. The starting price is the last licence price paid for subscriptions to Publisher

Journals and Databases, but at least the value of the Read Fee (Base Fee).

### **Domain Names**

Corresponding Authors of Customers shall be identified by the Publisher via the email domains provided by Customers and specified in the locked Excel file named as follows:

RSC-TIB\_Licence\_RSC\_Platinum\_Model\_2024-2027\_Payment\_Access.xls.

Consortium Leader is responsible for informing Publisher of new Customers, the domain names used by the Customers and any changes to domain names of existing Customers for addition to the Agreement.

## **SCHEDULE D**

### **Fees Payable by Each Customer**

[Redacted]



# SCHEDULE E

## OA Article Workflows and Services

These OA Article workflow and services (“Services”) are the article-based open access business model used by Publisher.

The following conditions for Open Access Publishing refer to the journals for which an APC is charged that are part of the Publisher Content (Schedule A, Section A). Any changes to the list of journals, which might affect publication benefits under this Agreement, shall be communicated to Consortium Leader as soon as possible. This shall include the event of a journal flipping from a subscription model to a pure open access model during the contract term or vice versa. In the case of significant changes, the parties may discuss an appropriate adjustment to the Fees of the following year(s) to reflect any such changes.

### 1. Eligible Authors

- 1.1 Authors (“Eligible Authors”) who want to publish OA Articles must be primarily 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 and on the published OA Article. For the avoidance of doubt, the submitting corresponding author is the only corresponding author eligible to make use of the benefits of this Agreement. The date of acceptance is used to determine eligibility of an article under this Agreement. In case an author requests a change in name or affiliation of the Corresponding Author after eligibility has been determined, the Publisher, Customer and original/submitting Corresponding Author need to approve of the change in writing.
- 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 ROR ID, Ringgold, ORCID or other recognised institutional identifier as provided by the Eligible Author and published in the article metadata; and/or
  - institutional affiliation as stated in the author submission workflow or on the submitted manuscript; 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 in the Advanced Article version and/or Version of Record, with the author(s) retaining their copyright. All OA Articles shall be published under a CC-BY licence (default option) unless the Eligible Author is actively requesting a CC BY-NC licence. Nothing in this Agreement shall be taken to restrict, limit or curtail any provisions of the Creative Commons License used for OA Articles.

- 2.2 Publisher will make every effort to inform the Eligible Author about the terms and conditions of the agreement and to sign the necessary licence. In addition, Licensor will list the current Customers on its Web Site as beneficiaries of the OA publishing provisions of this Agreement.
- 2.3 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 automatically identified as eligible to publish open access under this Agreement. In the event that an Eligible Author has not been identified or not been identified correctly as eligible on acceptance, the Publisher will:
- (i) If the article was published under the subscription model, facilitate retroactive conversion of such article to an OA article on written request from a Corresponding Author or a Customer (subject to the Corresponding Authors' consent). Such written request needs to be made within 12 months of publication of the article in question.
  - (ii) If the article was published as an OA Article and an Article Processing Charge (APC) was paid, offer a refund for the amount paid.
- 2.4 If Publisher needs to verify eligibility of an author, Publisher will contact Customer's designated OA contact person provided by the Consortium Leader to verify the author's institutional affiliation. 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.
- 2.5 Publisher will deliver article metadata including article's DOI and open license information to CrossRef (and other relevant third parties on request) upon publication and use reasonable efforts to submit the OA Article (full text PDF) and its metadata (xml metadata) to relevant institutional or third-party repositories and databases (such as PubMed Central, DeepGreen (pending contract negotiations), Europe PubMed Central, Google Scholar (all journals, crawled by Google), CAS, Web of Science, Scopus, etc.) upon publication; alternatively the Publisher might enable an automatic retrieval via an appropriate interface.

### 3. Reporting

- 3.1 Publisher will not directly charge Eligible Authors or Customers (other than the Fees for the Publishing Component) any fee connected to publishing services relating to the publication of an article, including article processing charges (APCs), overlength charges, colour charges, regardless of the number or types of articles published.
- 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:
- Author Name
  - Author ORCID iD
  - Derived Institution
  - Derived Ringgold\_ID
  - Resource ID
  - DOI
  - Original Manuscript\_ID
  - Original Submission Date

- Final Decision
- Latest Decision Date
- Article Title
- Article Type
- Author Type
- Journal Name
- Journal Type (Hybrid or Gold OA)
- Journal eISSN
- Advanced Article Publication Date
- eIssue Article Publication Date
- OA Status
- OA Payment Type
- OA Voucher Type
- OA Licence Type
- OA Related Ringgold\_ID
- OA Related Institution Name
- Funder Name
- Related Funder\_ID
- Commercial Document Number
- Commercial Document Status
- Amount (GBP)
- Date Commercial Document Created

- 3.3 Publisher shall also provide a half-yearly report of the total number of articles published in conformity with this Agreement to the Consortium Leader. The report shall include the time span of the preceding 6 months and shall be delivered no later than 31 July or 31 January, respectively.
- 3.4 Publisher shall also provide on a half-yearly basis a list of articles by authors who have opted out of publishing their articles as OA Articles according to 1.4 to the relevant Customer(s) and the Consortium leader.
- 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 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.
- 4.4 Publisher ensures that OA Articles undergo the same standards of high-quality, rapid peer-review and production as other articles, whilst meeting the requirements of research funders requiring OA publication.