



Driving innovation together

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**Publish and Read Agreement**  
**SURF and The Royal Society of Chemistry**  
**2022 - 2024**

## **PUBLISH AND READ AGREEMENT**

### **The undersigned:**

SURF B.V., a private limited company with its registered office at Moreelsepark 48, Utrecht, The Netherlands, duly represented in this by its COO, [REDACTED] referred to hereinafter as "**SURF**";

and

The Royal Society of Chemistry, a company incorporated in England by Royal Charter (Registered No. RC000524) and a Registered Charity No. 207890, with its registered office at Burlington House, Piccadilly London W1J 0BA, United Kingdom, duly represented in this by its Sales & Marketing Director, [REDACTED] referred to hereinafter as "**Publisher**";

hereinafter jointly referred to as the "**Parties**";

### **Whereas:**

- Institutions wish to acquire Rights Of Use in respect of the Licensed Material provided by Publisher;
- Institutions wish to acquire the Rights To Publish articles in Open Access in the Licensed Material provided by Publisher;
- SURF provides Intermediary Services in respect of the acquisition of Rights Of Use as well as the Rights To Publish in Open Access of Licensed Material on the one hand and Institutions wish to acquire Rights Of Use and the Rights To Publish for their End-Users on the other;
- SURF and Publisher have concluded the present Agreement for Intermediary Services Content, whereby Parties have stipulated that Publisher is prepared, on the conditions set out in the Licence Agreement as included in Schedule C to this Agreement, to grant Institutions Rights Of Use in respect of the Licensed Material and SURF is prepared to perform the services specified in this Agreement for Intermediary Services Content;
- SURF is acting on behalf of the Institutions referred to in Schedule A to this Agreement.

**Declare that they have agreed as follows:**

## Definitions

Definition	Description
Agreement	This Agreement for Intermediary Services Content and its associated Schedules.
Contact Person	The employee of the Institution appointed by the Institution who will maintain contact with SURF in respect of the Agreement.
Eligible Authors	Teaching and research staff employed by or otherwise accredited to one of the Institutions as well as students enrolled or accredited to one of the Institutions and who are the Submitting Authors of articles they want to publish as an Open Access articles.
End-User	A person appointed or employed or formerly employed and retired by the Institution or otherwise authorised in the context of the Institution's operations, as well as a student, external student, course participant registered with the Institution, who is authorised by the Institution pursuant to the License Model concluded by the Institution to acquire Rights of Use in respect of the Licensed Material. End-user also includes a third party solely within the premises of the Institutions (Walk-in Users). For avoidance of doubt former employees who are employed at another organisation are not End Users.
Hybrid Journals	Subscription journals specified in Schedule C-c in which some of the articles are open access.
Institutions	The educational and research institutions and institutions equivalent to those that are specified, according to category, in Schedule A.
Intermediary Services	The services to be supplied by SURF, in accordance with the Agreement relating to the conclusion of Licence Agreements, between the Institutions and Publisher.
Licence Agreement	The agreement regarding the Right of Use and/or the Rights to Publish in respect of the Licensed Material that is concluded between Publisher and the Institution via SURF as intermediary. The Licence Agreement is included as Schedule C.
Licence Fee	The charge(s) payable for the Licensed Material as agreed by Parties and which are specified in Schedule B and Schedule C-a.
Licensed Material	The material specified in Schedule B and Schedule C-a of which the Institution can acquire Rights of Use via SURF as intermediary by means of a License Agreement.
Market Area	The geographical area where the Institutions are situated.
Open Access	Online research output that is free of all restrictions on access.
Rights of Use	The rights granted to an Institution by Publisher to use Licensed Material for a specified period and for an explicitly specified target group of End-Users.
Rights to Publish	The rights granted to Eligible Authors of an Institution by Publisher to publish articles in Open Access in the journals of Publisher.
Schedules	Appendices to the Agreement which form part of this Agreement. The Schedules set forth the conditions referred to in this Agreement.
Submitting Author	The author who is responsible for the submission of an article and who functions as a contact person for the Publisher.

### **Article 1 Subject and Term**

- 1.1 Publisher hereby grants SURF the right, in accordance with the provisions of the Agreement, to provide Intermediary Services within the Market Area regarding the Licensed Material.
- 1.2 Publisher makes the Licensed Material available through either Surfconext and/or via IP ranges for Institutions not yet connected to Surfconext. For the latter variant SURF delivers the IP ranges of Institutions to Publisher.
- 1.3 This Agreement is entered into for a period of <three (3)> years, commencing on 1<sup>st</sup> January 2022 and consequently ending on 31<sup>st</sup> December 2024, unless terminated prematurely as provided for in [Article 12](#).

### **Article 2 Performance Publisher**

- 2.1 Publisher shall use reasonable efforts to do everything necessary on its part in the given circumstances to enable SURF to provide the Intermediary Services.
- 2.2 At the request of SURF, Publisher shall provide access to Licensed Material in such a way that the Rights Of Use can be exercised by Institutions.
- 2.3 Publisher shall use all reasonable efforts to ensure that the Publisher platform has adequate capacity and bandwidth to support the usage by Institutions.
- 2.4 Publisher shall provide customer support services to SURF by e-mail or by phone. This includes answering e-mail queries about the use, functionality and content of the Licensed Material within two (2) business days in the UK.
- 2.5 Publisher shall allow Submitting Authors to publish their articles as provided for in the Licence Agreement.
- 2.6 Publisher shall comply fully with the Publisher commitments as provided for under each Licence Agreement.

### **Article 3 Performance SURF**

- 3.1 SURF shall act as an intermediary in respect of the conclusion of Licence Agreements between Institutions and Publisher within the Market Area. The intermediary services include arrangements of SURF with Publishers regarding discounts, prices for Rights of Use, provision of open access, licence administration and remittance of payments or debiting of payments for Institutions. In all its actions vis-à-vis Institutions (including potential Institutions), SURF shall at all times make clear that it is acting as an independent party. SURF shall not do or say anything that may create the impression that SURF's authority to act as intermediary extends any further than specified in this Agreement.
- 3.2 SURF shall use reasonable efforts to have the Licence Agreements concluded by the Institutions for the Licensed Material, types of Licence Agreements, and Licence Fees as specified in Schedule B.
- 3.3 SURF shall not be permitted to actively recruit outside the Market Area. Within the Market Area, the Intermediary Services shall be restricted to the Institutions.
- 3.4 SURF shall not be permitted to extend the number of categories of Institutions listed in Schedule A without the prior written consent of Publisher. Publisher shall not refuse its consent on unreasonable grounds.

- 3.5 SURF shall not make any statements regarding the functioning or other aspects of the Licensed Material that might be misleading or that SURF knows, or should know, cannot be fulfilled. SURF shall indemnify Publisher for any claims for damages asserted by Institutions, its End-Users (including potential Institutions and their End-Users) on the basis of statements or actions on the part of SURF as provided for above.
- 3.6 SURF shall immediately notify Publisher of any deficiencies in the functioning of the Licensed Material and/or of any complaints made by Institutions.
- 3.7 To ensure that Publisher grants Rights Of Use and the Institution honours the Rights Of Use that are granted, SURF shall provide the Institution, digitally, with a Licence Agreement to be signed by the Institution. SURF shall endeavour that the signature of the Institution is set by a representative of the Institution who is authorized to sign.
- 3.8 SURF will endeavour that by concluding the Licence Agreement digitally, the Agreement has the same validity as when concluded with a written signature by the Institution.

#### **Article 4 Contract Management Process**

- 4.1 SURF and Publisher shall evaluate the Publisher's execution of the performance under the Agreement at least twice each year. SURF is authorised to represent the Institutions in this regard and to act on their behalf. The Institutions are entitled to take part in this evaluation.
- 4.2 For contract management at least the following shall be evaluated: the degree to which Publisher executes the performance as laid down in the Agreement and the Licence Agreements, the reports handed over (e.g. on Open Access), the invoicing and payment, possible improvements in the performance (changes, additions etc.), the innovation opportunities and the degree to which service levels are complied with. In the meeting, the general findings of all Parties about the quality of the provision of services shall be discussed, as shall the escalations and potential problems. In this context, possible measures for improvement shall also be discussed.

#### **Article 5 Limitation of Liability**

- 5.1 Parties cannot be held liable for any loss or damage sustained by the other Party except in so far as such loss or damage is the direct result of an intentional act or omission or gross negligence on the part of the other Party or the loss or damage consists in the personal injury or death caused by a Party's gross negligence or wilful wrongdoing.

#### **Article 6 Intellectual Property Rights**

- 6.1 SURF shall be entitled to make use of Publisher's trademarks, trade names, and other indications of origin to identify the Licensed Material in the context of its Intermediary Services pursuant to the Agreement. The use by SURF of the Publisher's name, trademarks, trade names in accordance with the Publisher's brand guidelines at [https://www.rsc.org/images/RSC%20brand%20guidelines%202019\\_tcm18-246471.pdf](https://www.rsc.org/images/RSC%20brand%20guidelines%202019_tcm18-246471.pdf).
- 6.2 The intellectual property rights in respect of the Licensed Material shall be vested in Publisher. This Agreement does not assign or transfer any right, title or interest in these intellectual property rights to SURF. Publisher warrants that as far as it is aware all intellectual property rights in the Licensed Material are owned by or validly licensed to Publisher and that the use of the Licensed Material by SURF will not infringe any intellectual property right. Publisher indemnifies SURF against all liabilities, costs, damages and losses in respect of infringement of its

intellectual property rights by third parties as long as SURF informs the Publisher of the possible infringement under the terms of [Article 6.4](#).

- 6.3 Parties shall not register one another's trademarks, trade names, or other indications of origin or any other marks or symbols similar to them.
- 6.4 SURF shall inform Publisher as soon as possible of any infringement of Publisher's trademarks or other intellectual property rights of Publisher due to the use of the Licensed Material, which comes to the attention of SURF. In this connection, SURF shall render all reasonable co-operation to Publisher with regard to rectifying such infringements. Publisher shall bear the costs of SURF for its co-operation.
- 6.5 SURF's right to make use of Publisher's trademarks, trade names, or other indications of origin shall terminate by operation of law when this Agreement is terminated or dissolved, for whatever reason.
- 6.6 SURF shall be entitled to refer to itself in respect of the Licensed Material as an authorised intermediary of Publisher.
- 6.7 SURF shall endeavour that Institutions observe the obligations imposed on them by the provisions of the Licence Agreement. Should it appear that an Institution does not comply with some or all of the obligations specified in this Licence Agreement, SURF shall immediately inform Publisher, after which Publisher may take measures itself. SURF shall render all necessary assistance in this respect.

#### **Article 7 Licensed Material, Licence Models and Licence Fees**

- 7.1 SURF shall provide the Intermediary Services regarding allocation of Rights Of Use. Schedule B gives a detailed specification of the licence models and licence fees that are applicable pursuant to the Agreement.
- 7.2 SURF is entitled to calculate the Institution a percentage mark on top of the Licence Fee(s) mentioned in [Schedule B Description of Licensed Material](#) in order to reimburse the costs for the provision of Intermediary Services for the benefit of the Institution.

#### **Article 8 Open Access Publishing**

- 8.1 SURF shall make arrangements with Publisher regarding provision of Open Access. These arrangements concluded between the Institutions and Publisher are set out in Schedule C - Licence Agreement.
- 8.2 Publisher shall use reasonable endeavours to deliver a full report of all articles (Open Access and otherwise) published by the Institutions over the period 1 January until 30 June and 1 July until 31 December. The report gives an overview of the name of the Submitting Author; Institution; article title; DOI; journal title; eISSN; OA licence applied; date first published online. The report shall be delivered within 4 weeks after the end of the 6 month periods. The report shall be sent to SURF or to an appointed Contact Person of the Institutions.
- 8.3 Publisher shall follow the Open Access workflow specified in Schedule E and where necessary will consult with dedicated library staff. Parties shall agree to and evaluate relevant workflows and tools with regard to Open Access publishing regularly.
- 8.4 If, at the end of the Term a renewal agreement has not been finalized, the Publisher agrees to continue the open access publishing workflow for Eligible Articles for a grace period of three months. If, at the end of the grace period a new agreement has not been reached, SURF will be

invoiced for published open access articles at a rate equal to numbers of articles x prevailing Article Publishing Charge.

#### **Article 9 Reporting and Invoicing**

- 9.1 Publisher will submit the invoice for the Rights Of Use and for the Rights To Publish granted by Publisher to the Institution only to SURF for payment.
- 9.2 Invoices will be submitted no earlier than two months before the start of the period charged. Unless agreed otherwise, invoices will not charge for periods longer than one year.
- 9.3 SURF will effectuate payment to Publisher of the amount of the invoice referred to in sub [clause 1](#) of the present clause within 60 days of receiving the invoice. When paying an invoice, SURF will not be entitled to invoke any discount, deduction, compensation, or postponement whatsoever other than as provided for in this Agreement. SURF will be allowed to pay in instalments.
- 9.4 Publisher will deliver Counter Compliant usage statistics to SURF in its role as consortium administrator, at the request of SURF.
- 9.5 Publisher will support and allow the systematic harvesting of usage statistics through the SUSHI protocol (<https://www.niso.org/standards-committees/sushi>).

#### **Article 10 Delivery of Licensed Material**

- 10.1 Upon the Institution having signed the Licence Agreement or having stated unconditionally that it agrees to the provisions of the said Licence Agreement, Publisher shall provide the Institution with access to the Licensed Material in accordance with the provisions set forth in [Schedule C](#).
- 10.2 SURF shall have complimentary access to the Licensed Material for the purpose of providing information to the Institutions.

#### **Article 11 Guarantee**

- 11.1 Publisher shall use all reasonable endeavours to guarantee that its performance shall continue to comply with the agreed conditions and qualifications as recorded in this Agreement and with the quality requirements and standards that are customary in the particular professional sector.
- 11.2 Publisher shall use all reasonable endeavours to guarantee that its performance on the basis of this Agreement shall be executed in a professional and uninterrupted manner.

#### **Article 12 Premature Termination or Dissolution**

- 12.1 Premature termination of this Agreement by either Party shall be possible – with immediate effect, without judicial intervention, and without any obligation to pay damages – in the following circumstances:
  - The other Party acts contrary to the arrangements set forth in this Agreement, including but not restricted to no longer being able to give access to the Licensed Material through Publisher losing the right to allocate Rights Of Use, under the condition that a notification in writing of the breach, setting a reasonable term, has been arranged for;
  - Submission of an application for a suspension of payments by either Party;
  - Insolvency of either Party.



- 12.2 Obligations which by their nature are intended to continue after the termination or dissolution of this Agreement shall continue after such dissolution.

### **Article 13 Indivisibility of the Agreement**

- 13.1 Should one or more provisions of this Agreement become invalid or inapplicable, the validity of the other individual provisions and the overall validity of this Agreement shall be unaffected.

The following Schedules form an inseparable part of this Agreement:

Agreement

Schedule A: Categories of Institutions;

Schedule B: Description of Licensed Material, Licence Models and Licence Fees;

Schedule C: Model Licence Agreement with Schedules;

Schedule D NWO Requirements;

Schedule E OA Article Workflows and Services.

In the event of any conflict between the provisions of this Agreement itself and those of the Schedules, the provisions shall prevail in the above order of priority.

### **Article 14 General**

- 14.1 Any general terms and conditions of delivery and/or payment and any other general or particular terms and conditions applied by Publisher shall not apply and are hereby expressly rejected.
- 14.2 All notifications made by Parties to one another pursuant to this Agreement shall be made in writing or by e-mail. Oral statements, undertakings, or arrangements shall have no legal effect unless confirmed in writing or by e-mail.
- 14.3 Each Party shall appoint an authorised employee to represent the Party in the context of this Agreement.
- 14.4 Any dispute arising between Parties in respect of this Agreement shall be submitted to the competent court in Utrecht, The Netherlands, for adjudication.
- 14.5 A dispute shall be deemed to exist if one of the Parties notifies the other Party to that effect by registered mail.
- 14.6 The provisions and conditions contained in the Agreement and the Schedules shall specify the entire Agreement between the Parties and shall set aside all previous agreements, whether oral or written, made between the Parties.
- 14.7 Amendments to the Agreement and/or to the Schedules and/or additions thereto shall only become legally effective and binding for the Parties when they have been agreed between the Parties in the form of a schedule to be attached to the Agreement, either in writing or electronically.
- 14.8 This Agreement shall be subject to English law.



**SURF**

**Signing**

Thus agreed and signed,

At Utrecht

On February 3, 2022

At Cambridge

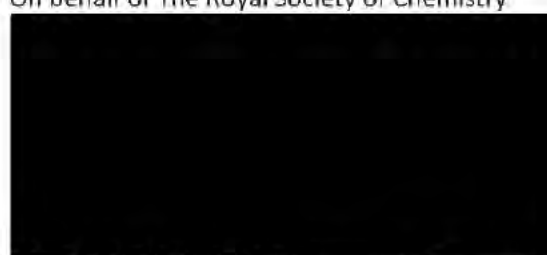
On 15/2/2022 | 8:12 AM PST

On behalf of SURF B.V.



SURF B.V.

On behalf of The Royal Society of Chemistry



Sales & Marketing Director      Chief Operating Off

Schedule A Categories of Institutions

Schedule B Description of Licensed Material

Schedule C Model Licence Agreement

Schedule D QA Article Workflows and Services

## Schedule A Categories of Institutions

### Market Area Kingdom of the Netherlands:

- Universities
- Universities of Applied Sciences ('hogescholen')
- Designated and various educational institutions
- Large technological institutions
- Research institutions
- Institutions affiliated to higher education
- Libraries
- Museums

For an up-to-date list, please go to the SURF website (<https://www.surf.nl/en/the-surf-cooperative/overview-of-the-members-of-surf>).

### Schedule B Description of Licensed Material

Institution	2022 R&P Fee	2023 R&P Fee	2024 R&P Fee
Wageningen University	£ 44,393	£ 45,725	£ 47,097
Delft University of Technology	£ 50,793	£ 52,317	£ 53,887
University of Groningen	£ 53,993	£ 55,613	£ 57,281
University of Twente	£ 49,193	£ 50,669	£ 52,189
Radboud University Nijmegen	£ 44,393	£ 45,725	£ 47,097
University of Amsterdam	£ 44,393	£ 45,725	£ 47,097
VU University Amsterdam	£ 34,793	£ 35,837	£ 36,912
Utrecht University	£ 50,793	£ 52,317	£ 53,887
Eindhoven University of Technology	£ 66,793	£ 68,797	£ 70,861
	£ 439,537	£ 452,725	£ 466,308

Institution	RSC Gold 2022	RSC Gold 2023	RSC Gold 2024
Maastricht University	£ 19,894	£ 20,690	£ 21,518
Leiden University	£ 28,908	£ 30,064	£ 31,267

*NB - Maastricht remains on RSC Gold 2017*

Institution	2022 Add Archive annual lease (list price £8,373)	2022 Add Archive Purchase (list price £46,451)	Product
Maastricht University	£ 3,768	£ 20,903	Journals Archive 1841-2007
University of Twente	£ 4,187	£ 23,226	Journals Archive 1841-2007

### Explanation of Types of Licence Agreement and Licence Fees

In return for paying an annual Licence Fee, the Institution will be granted the Rights of Use and the Right to Publish for the Licensed Material.

### Conditions

1. RSC Gold and RSC Archive comprises access rights and publishing rights to available journals and databases specified in Schedule C-b and C-c;
2. Other SURF members can join the Licence Agreement at a fee to be determined by Publisher;
3. If the licence is acquired in the course of a licence year, the Licence Fee will be paid proportionately (per month).

## Schedule C Model Licence Agreement

### The undersigned:

<Name of Institution>, with its registered office at <institution address>, <institution place of registration>, duly represented in this by <person with authority to represent the Institution>, referred to hereinafter as "**the Institution**";

and

The Royal Society of Chemistry, a company incorporated in England by Royal Charter (Registered No. RC000524) and a Registered Charity No. 207890 with its registered office at Burlington House, Piccadilly London W1J 0BA, United Kingdom duly represented in this by its Sales & Marketing Director, [REDACTED] referred to hereinafter as "**Publisher**";

hereinafter jointly referred to as the "**Parties**".

### Whereas:

Publisher has concluded the Agreement for Intermediary Services Content with SURF B.V. (referred to hereinafter as "SURF"). SURF provides Intermediary Services in respect of the acquisition of Rights Of Use as well as the Rights To Publish Open Access. The negotiated results are laid down in the underlying Licence Agreement (referred to hereinafter as "Licence Agreement").

**Declare that they have agreed as follows:**

## Definitions

Definition	Description
Agreement	This Agreement for Intermediary Services Content and its associated Schedules.
Contact Person	The employee of the Institution appointed by the Institution who will maintain contact with SURF in respect of the Agreement.
Course Packs	A multi-source collection or compilation of information (e.g. book chapters, journal articles, abstracts, multi-media materials) assembled by members of staff of the Institution for use by students for the purpose of training, education and instruction, either in printed, electronic or non-print perceptible (audio or braille) form.
Documentation	The description of the Licensed Material.
Eligible Authors	Teaching and research staff employed by or otherwise accredited to one of the Institutions as well as students enrolled or accredited to one of the Institutions and who are the Submitting Authors of articles they want to publish as an Open Access Articles.
End-User	A person appointed or employed or formerly employed and retired by the Institution or otherwise authorised in the context of the Institution's operations, as well as a student, external student, course participant registered with the Institution, who is authorised by the Institution pursuant to the License Model concluded by the Institution to acquire Rights of Use in respect of the Licensed Material. End-user also includes a third party solely within the premises of the Institutions (Walk-in Users). For avoidance of doubt former employees who are employed at another organisation are not End Users.
Hybrid Journals	Subscription journals specified in Schedule C in which some of the articles are open access.
Institutions	The educational and research institutions and institutions equivalent to those that are specified, according to category, in Schedule A.
Intermediary Services	The services to be supplied by SURF, in accordance with the Agreement relating to the conclusion of Licence Agreements, between the Institutions and Publisher.
Licence Agreement	The agreement regarding the Right of Use and/or the Rights to Publish in respect of the Licensed Material that is concluded between Publisher and the Institution via SURF as intermediary. The Licence Agreement is included as Schedule C.
Licence Fee	The charge(s) payable for the Licensed Material as agreed by Parties and which are specified in Schedule B and Schedule C-a.
Licensed Material	The material specified in Schedule B and Schedule C-a of which the Institution can acquire Rights of Use via SURF as intermediary by means of a License Agreement.
Media	The media on which the Licensed Material is recorded.
Open Access	Online research output that is free of all restrictions on access.
Personal Data	Personal data processed by either party on behalf of the Institutions regarding End-Users and employees/students of Institutions and Publisher, as defined in the General Data Protection Regulation in the Netherlands and the UK

	General Data Protection Regulations (GDPR) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR).
Rights of Use	The rights granted to an Institution by Publisher to use Licensed Material and the Media for a specified period and for an explicitly specified target group of End-Users.
Rights to Publish	The rights granted to Eligible Authors of an Institution by Publisher to publish articles in Open Access in the journals of Publisher.
Schedules	Appendices to the Agreement which form part of this Agreement. The Schedules set forth the conditions referred to in this Agreement.
Submitting Author	The author who is responsible for the submission of an article and who functions as a contact person for the Publisher.



## Article 1 Subject of the Licence Agreement

- 1.1 Publisher hereby grants to the Institution, subject to and in accordance with the terms of the Licence Agreement, the Rights Of Use as well as the Rights To Publish regarding the Licensed Material.
- 1.2 End-Users at the Institution shall acquire the Rights Of Use regarding the Licensed Material in accordance with the provisions of the Licence Agreement if the use made of the Licensed Material takes place in the interest of the educational activities and/or research carried out by the Institution. Use of the Licensed Material shall be permitted solely for non-commercial purposes. Use of the Licensed Material is not subject to any restrictions regarding the number of (simultaneous) End-Users.
- 1.3 In the context of use of the Licensed Material, the Institution shall be entitled to use an introductory screen displaying its own logo or the logo of its library when giving access to the Licensed Material.
- 1.4 Unless specified otherwise by the Institution, the Licence Agreement shall take effect on the date it is signed. The text of the signed Agreement shall be made available to the Institution in such a way that the Licence Agreement can be stored by the Institution on a durable medium.
- 1.5 Without prejudice to the provisions set out in [Article 13](#), the Licence Agreement shall terminate on 31<sup>st</sup> December 2024 or on the date of termination of the Agreement referred to in the preamble to the Licence Agreement.
- 1.6 Publisher hereby grants to the Institution, subject to and in accordance with the terms of the Licence Agreement, a non-exclusive licence for the metadata associated with the Licensed Material for use in local library catalogues, union catalogues, and such other library and information systems including but not limited to search machines of the Institution and third parties. The use of metadata by commercial search machines does not constitute commercial use as long as that metadata is not sold, lent, distributed or otherwise re-licensed via that search machine or the access to that metadata on that search machine is exclusively being charged for.

## Article 2 Intellectual Property Rights

- 2.1 The intellectual property rights in respect of the Licensed Material and Documentation shall be vested in Publisher.
- 2.2 The Licensed Material shall remain the property of Publisher or the relevant third party if Publisher is not the owner and the Media to the Licensed Material shall only be provided to the Institution with the intellectual property rights accruing to Publisher in respect of the Licensed Material and said Media and Documentation being retained.
- 2.3 In making the above mentioned Licensed Material available to End-Users, the Institution shall use its best efforts to ensure that said End-Users do not infringe the intellectual property rights in respect of said items.
- 2.4 Publisher warrants that as far as it is aware the use of the Licensed Material by Institutions shall not infringe any intellectual property rights. Publisher indemnifies Institution against all liabilities, costs, damages and losses in respect of infringement by the Licensed Material of any intellectual property rights of third parties. This indemnity is subject to (a) the Institution promptly notifying the Publisher of any claim or action, (b) the Publisher having sole control of such claim or action, and (c) the Institution 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 Institution has amended Licensed Material in any way to the extent that such amendment is the cause of the infringement.

### **Article 3 Licensed Material, Licence Models and Licence Fees**

- 3.1 On signing this Licence Agreement, the Institution shall indicate which of the Licensed Material, Licence Models and Licence Fees specified in Schedule C-a it will use. For this purpose, the Institution shall use the digital services provided by SURF.
- 3.2 In case a Licence Fee is based on number of students or staff, these numbers shall be based on the most recently available official external figures provided by the Institutions to SURF (in the form of annual accounts approved by the auditors or auditor's statement).

### **Article 4 Support**

- 4.1 Publisher shall provide customer support services to the Contact Person of the Institution by e-mail or over the phone. This includes answering e-mail queries about the use, functionality and content of the Licensed Material within two (2) business days in the UK.
- 4.2 Publisher shall provide the Institution with support to enable End-Users to make optimum use of the Licensed Material.
- 4.3 The support provided by Publisher shall consist of:
  - a helpdesk accessible during office hours (Email: [technicalsupport@rsc.org](mailto:technicalsupport@rsc.org));

### **Article 5 Rights of Use**

- 5.1 Publisher grants the Institution and its End-Users the following Rights Of Use:
  - 5.1.1 searching, loading, calling up on screen, consulting the Licensed Material and/or causing the Licensed Material to function;
  - 5.1.2 copying of parts of the Licensed Material to the End-User's hard disk and printing parts of the Licensed Material;
  - 5.1.3 transferring parts of the Licensed Material to a text file and integrating this wholly or partly into electronic databases belonging to the End-User, or merging it with such electronic databases;
  - 5.1.4 inclusion, without being required to make any further fair payment, of parts of the Licensed Material in electronic or paper publications created as information to assist in educational activities;
  - 5.1.5 the inclusion of links to the Licensed Material;
  - 5.1.6 the use of parts of the Licensed Material in printed and/or electronic form in the context of interlibrary loans;
  - 5.1.7 inclusion and making available of those parts of the Licensed Material that were produced by employees working for the Institution in the institutional repository and on the personal web pages of the employee concerned;
  - 5.1.8 downloading and printing out parts of the Licensed Materials free of charge in Course Packs by members of staff in connection with courses for academic credit and distribute these to the students of the Institution;



- 5.1.9 incorporating links to the Licensed Materials as well as parts of the Licensed Materials in Course Packs in connection with courses for academic credit free of charge by members of staff to be distributed or made available to the students of the Institution via Virtual Learning Environments or within an e-mail communication;
  - 5.1.10 offering Course Packs in audio or braille to students who are in the reasonable opinion of the Institution visually impaired;
  - 5.1.11 the parts of the Licensed Materials used in Course Packs shall carry appropriate acknowledgement of the source, title, author and Publisher;
  - 5.1.12 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, and to permit Authorised Users to distribute and display the results and otherwise use them (publicly or otherwise). Copies of Licensed Material made under this clause shall be deleted promptly after the computational analysis has been completed.
- 5.2 Publisher acknowledges and agrees that it shall not require End-Users to enter into any end user Licence Agreement or other terms and conditions of use in connection with their access to or use of the Licensed Material or otherwise impose any restrictions on an End-User's use of the Licensed Material other than provided in the Licence Agreement.
- 5.3 Publisher shall not, and shall not seek to, collect Personal Data in relation to any End-User other than as is reasonably and properly required for the administration of the Licence Agreement 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.
- 5.4 The provisions of this Licence Agreement are without limitation to the rights of the Institution or Authorised Users to perform any act permitted under the Dutch Copyright Law (Auteurswet), 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 Licence Agreement, would not infringe the intellectual property rights in the Licensed Material and, notwithstanding any provision of this Licence Agreement, the Institution and Authorised Users shall remain entitled to perform any such acts.

#### **Article 6 Responsibilities of the Institution**

- 6.1 Where possible and where authorised to do so, the Institution shall make reasonable efforts to ensure that End-Users observe the obligations in accordance with the provisions of [Article 1, clause 1](#). Should it appear that an End-User does not comply with some or all of the obligations, the Institution, upon first being requested to do so by Publisher, shall take the measures that can reasonably be expected of it so as to cause the non-compliance to cease.

#### **Article 7 Responsibilities of the Publisher**

- 7.1 Publisher shall be responsible and accountable for the quality of access and availability of the Licensed Material. Publisher uses all reasonable efforts to guarantee that the Licensed Material shall be available for consultation 24 hours a day, seven (7) days a week.
- 7.2 Publisher shall be responsible and accountable for the publishing in Open Access of all articles submitted by Eligible Authors and accepted for publication by Publisher, in the journals as specified in Schedule C-c.

- 7.3 Publisher may temporarily suspend access to the Licensed Material without announcing this in advance if repair work is necessary as a result of an emergency that has occurred. Publisher shall immediately inform the Institution as well as SURF of this event, giving the reasons. If the said repair work takes longer than three (3) business days in the UK, the Institution shall be entitled to monetary reimbursement of a proportionate amount of the total License Fee.
- 7.4 Maintenance of the service usually takes place during UK business hours in order to ensure the continuity of the service once the changes have been implemented.. Should it be expected, in exceptional cases, that that period will be exceeded, consultation shall take place with the Institution and SURF at least five (5) business days beforehand regarding the reason(s) and the expected duration of the period during which there will be no access.
- 7.5 Publisher reserves the right at any time to withdraw from the Licensed Material any item or part of an item for which it no longer retains the right to publish or any item or part of an item for which the Publisher has reasonable grounds to believe it infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Publisher shall give written notice to the Institution of such withdrawal. If the withdrawn material represents more than five per cent (5%) of the Licensed Material the Publisher shall make a pro rata refund of part of the Licence Fee to the Institution, taking into account the amount of material withdrawn and the remaining term of the Licence Agreement.
- 7.6 Publisher undertakes to provide the Institutions with statistics on usage, free of charge, according to the standards of Project Counter (<http://www.projectcounter.org>).
- 7.7 Publisher shall support and allow the systematic harvesting of usage statistics through the SUSHI protocol (<https://www.niso.org/standards-committees/sushi>).
- 7.8 Publisher agrees to use all reasonable efforts to comply with the Code of Practice of Project Transfer relating to the transfer of titles between publishers (<https://www.niso.org/standards-committees/transfer>).
- 7.9 Publisher shall provide link-resolver vendors and other library systems suppliers quarterly with full details of the Licensed Material in accordance with the KBART standard (<http://www.uksg.org/kbart/s5/guidelines>).
- 7.10 Publisher will archive the Licensed Material in at least one of the following established e-journal archiving initiatives CLOCKSS, LOCKSS and Portico.
- 7.11 Publisher agrees to use reasonable endeavours to comply with the Open URL Standard (<http://www.niso.org/publications/ansiniso-z3988-2004-r2010-openurl-framework-context-sensitive-services>). For avoidance of doubt, Publisher is unable to accept incoming Open URLs.
- 7.12 Publisher agrees to use reasonable endeavours to comply with the W3C Standard (<http://www.w3.org/WAI/Resources/?#in>).
- 7.13 Publisher agrees to use reasonable endeavours to make the content available for reading on mobile devices, according to the standards of W3C (<https://www.w3.org/2011/02/mobile-web-app-state.html>).
- 7.14 Unless separately agreed, Publisher shall not be permitted to include third-party advertising in the Licensed Material or in the context of providing the Licensed Material. Publisher shall be permitted to display a “banner” on parts of the Licensed Material specifying the publications from which specific portions are taken. Publisher shall be permitted to create a link to the websites of the providers of the said publications on condition that those websites do not contain frame killers.

- 7.15 Publisher shall use all reasonable efforts to 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](https://groups.niso.org/apps/group_public/download.php/14820/rp-19-2014_ODI.pdf)).
- 7.16 Publisher shall use all reasonable endeavours encourage and support authors to implement the FAIR Guiding Principles for scientific data management and stewardship (<https://www.force11.org/fairprinciples>).
- 7.17 Publisher shall use reasonable endeavours to conform to all the Plan S technical guidance and requirements (<https://www.coalition-s.org/principles-and-implementation/>). Publisher's current policy position on this is outlined here: <https://www.rsc.org/globalassets/22-new-perspectives/research-culture/rsc-plan-s-position-statement.pdf>.

### Article 8 Open Access Publishing

- 8.1 Publisher will publish in Open Access any article submitted by an Eligible Author and accepted by Publisher for publication, for journals specified in [Schedule C-c](#), at no direct costs to the author or the Institution. Eligibility is based on the moment of submitting, also if eligibility is checked (again) during the acceptance process.
- 8.2 Eligible Authors will be identified by Publisher.
- 8.3 Eligible Authors can be identified through at least one of the following parameters:
- a customized drop down list of the institutions;
  - IP ranges specified by the Institution;
  - Institutional e-mail domain;
  - persistent identifier, such as ORCID or other recognized institutional identifier as provided by the Eligible Author and published in the Article Metadata; and/or
  - affiliation as stated in the article to be published.

If the identification was not successful, Publisher will contact relevant library staff at the Institution.

- 8.4 Publisher will clearly indicate the availability of this Agreement to Eligible Authors both within its submitting process and on its website. This will make clear that Eligible Authors do not need to pay Article Processing Charges ("APC") for Open Access Articles.
- 8.5 Any article by an Eligible Author that has been published under a standard licence will be published in Open Access retroactively as from the start date of this Licence Agreement, for the journals specified in [Schedule C-c](#).
- 8.6 Eligible Authors retain copyright to their publications and only grants to the Publisher non-exclusive rights to publish the article. All publications must be published under a Creative Commons Attribution license (CC-BY), that is compliant with the funder. Third-party content included in a publication, for example images or graphics, should be clearly labelled and are not affected by these requirements.
- 8.7 Hybrid Journals that are being changed to Full Open Access journals in the course of this Agreement will continue to be available for Open Access publishing for the duration of this Agreement.
- 8.8 If after acceptance of an article the eligibility of that article changes, the article will continue to be regarded as eligible.
- 8.9 Publisher will ensure the delivery of each Open Access Article published under this Agreement to the Institutional repository (by SWORD or by another method as may be specified and agreed), at least once per month.

8.10 Publisher shall deliver a monthly report per Institution of all articles that have been published (Open Access or otherwise) in Hybrid Journals. This list shall be provided both in machine readable form in a structured format as comma separated value file format (csv) and in human readable format and shall include the following details:

1. Name of the Submitting Author;
2. Institution name;
3. Article title;
4. Article DOI;
5. Article type;
6. Journal title;
7. eISSN;
8. OA licence type;
9. Date first published online;

The report shall be delivered within four (4) weeks after the end of each month.

8.11 Publisher shall deliver a full report of all articles (Open Access and otherwise) published by the Institutions over the period 1 January until 30 June and 1 July until 31 December. This list shall be provided both in machine readable form in a structured format as comma separated value file format (csv) and in human readable format and shall include the following details:

1. Name of the Submitting Author;
2. Institution name;
3. Article title;
4. Article DOI;
5. Article type;
6. Journal title;
7. eISSN;
8. OA licence type;
9. Date first published online;

The report shall be delivered within four (4) weeks after the end of the six (6) month periods.

The report shall be sent to the appointed Contact Person of each Institution with a copy to SURF.

8.12 For journals running in the standard production workflow, Publisher shall incorporate tags in meta-data to indicate if an article has been published in Open Access [http://www.niso.org/news/pr/view?item\\_key=641bc3f6540b533afee9e7db9edebb6dd5b0ed81](http://www.niso.org/news/pr/view?item_key=641bc3f6540b533afee9e7db9edebb6dd5b0ed81)

8.13 Publisher shall not charge Eligible Authors, or the Institution service fees (e.g. page charges, colour-in-print).

8.14 Article types that are included in the service:

- |                       |                      |
|-----------------------|----------------------|
| • Analysis            | • Forum              |
| • Application         | • Frontier           |
| • Chemistry Frontiers | • Highlight          |
| • Communication       | • Letter             |
| • Concise Article     | • Method             |
| • Critical Review     | • Mini-review        |
| • Edge Article        | • New Product Update |
| • Emerging Area       | • Opinion            |
| • Feature Article     | • Paper              |
| • Focus               | • Perspective        |

- Research Article
- Review Article
- Synopsis
- Technical Innovation
- Technical Note
- Tutorial Account
- Tutorial Review
- Viewpoint

## Article 9 Long Term Preservation and Continuous Access

### 9.1 Long term preservation:

Publisher guarantees to archive the Licensed Material including Open Access articles in at least one of the established e-journal archiving initiatives such as Portico, LOCKSS or CLOCKSS.

### 9.2 Continuous access in case of 'trigger events':

Publisher guarantees continuous access to and use of the Licensed Material which was published and paid for during the term of the current and possible preceding Agreements through one of the established e-journal archiving initiatives if one or more of the following events ('trigger events') occur:

- a catastrophic and sustained failure of the Publisher's delivery platform or
- Publisher stops operations, or
- Publisher ceases to publish a title, or
- Publisher no longer offers back issues.

### 9.3 Continuous access in case of termination of the Licence Agreement:

In the case of termination of the Licence Agreement, except when such termination is due to a breach of the Licence Agreement by Institution, Publisher will provide the Institution and its End-Users with continuous access to and use of the Hybrid Journals which were published and paid for during the term of this and possible preceding Licence Agreements, without charge, either by one or more of the following options:

1. continued online access to archival copies of the same Hybrid Journals on the Publishers' server;
2. granting access to one of the aforementioned accepted e-journal archiving solutions;
3. supplying archival copies of the same Licensed Material to an archiving facility shared by more Institutions;
4. supplying archival copies of the same Hybrid Journals to an Institution to be uploaded to the protected network of the Institution.

## Article 10 Privacy

- 10.1 Both parties are is required to process the Personal Data in accordance with the provisions of the General Data Protection Regulation (GDPR) in the Netherlands and the UK General Data Protection Regulations (GDPR), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR) (as may be amended by the Regulation on Privacy and Electronic Communications), the Data Protection Act 2018 (DPA) and any subsequent legislation or guidance regarding data privacy, security, processing and electronic communications, as enacted by the UK Government when processing personal data under this Agreement.
- 10.2 Publisher shall only process the Personal Data at the behest of and in accordance with the instructions of the Institution. Publisher is not allowed to use the Personal Data for its own purposes.
- 10.3 Unless statutory provisions provide otherwise, Publisher is not entitled, at any time, to utilize some or all of the Personal Data that is made available to the Publisher other than for performance of this Licence Agreement, or to cause it to be so utilized.

- 10.4 Publisher shall not allow third parties of access to the Personal Data without the prior consent of the Institution.
- 10.5 Publisher shall process the Personal Data only within the European Economic Area or in a country with an appropriate level of protection as indicated by the GDPR.
- 10.6 Publisher shall cooperate fully with the Institution to (i) enable data subjects as defined in the GDPR to inspect their Personal Data; (ii) to enable such parties to have their Personal Data deleted or corrected; and/or (iii) to demonstrate to such parties that their Personal Data has been deleted or corrected if it is incorrect or, if the Institution disputes the position adopted by the party concerned, to record that the party concerned considers his/her Personal Data to be incorrect.

#### **Article 11 Security**

- 11.1 Publisher shall take appropriate technical and organisational security measures in order to protect the Personal Data from any data breach as defined in the GDPR, inter alia from being lost and from any type of unlawful processing. Taking account of the state of technology and the cost of implementing them, these measures shall provide an appropriate level of security in view of the risks associated with such processing and the nature of the data being protected.
- 11.2 Publisher shall immediately notify the Institution regarding any security-related incidents and their potential impact on the processing of Personal Data.
- 11.3 Publisher shall only engage subcontractors with which it has concluded a written Agreement comprising secrecy and security obligations in accordance with the obligations of the Licence Agreement.
- 11.4 If an authority requests Publisher to provide Personal Data, Publisher shall notify the Institution to that effect and shall enable the Institution to assert its rights. Publisher shall limit access of the authority to the extent possible.

#### **Article 12 Liability**

- 12.1 Publisher shall indemnify the Institution (for itself and for the benefit of any End-Users) against all liabilities, costs, expenses, damages and losses suffered or incurred by the Institution or End-Users arising out of or in connection with any claim by or action brought by any third party that the access and Rights Of Use regarding the Licenced Material by the Institution or by any End-User in accordance with this Licence Agreement infringes the intellectual property rights of that third party.
- 12.2 Nothing in this Licence Agreement shall make the Institution liable for any breach of the Licence Agreement by any authorised End-User, provided that the Institution did not cause or knowingly assist or condone the continuation of the breach after becoming aware of an actual breach having occurred.
- 12.3 Neither the Institution nor the Publisher shall be liable to the other for:
  - any special, indirect, incidental, punitive or consequential damages; or
  - loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or
  - any increased costs or expenses.
- 12.4 No party excludes or limits its liability under this Agreement for:
  - death or personal injury to the extent it results from its gross negligence and/or willful intent or that of its employees or agents in the course of their engagement; or



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

12.5 Each Party's total liability to the other Party under or in connection with this Licence Agreement is limited to the maximum amount of the paid annual Licence Fee, for the most recent licence year.

### **Article 13 Termination or Dissolution**

- 13.1 The Institution may terminate the Agreement if sufficient funds are not provided or allotted in future government-approved budgets of the Institution (or reasonably available or expected to become available from other sources at the time the Institution's payment obligation attaches) to permit the Institution, in the exercise of its reasonable administrative discretion, to continue the Licence Agreement.
- 13.2 The Institution may terminate the Licence Agreement for convenience per the end of the licence year, taking into account a notice period of at least three (3) months before the end of the licence year.
- 13.3 Premature termination of the Licence Agreement by either Party shall be possible – with immediate effect, without judicial intervention, and without any obligation to pay damages – in the following circumstances:
- the other Party acts contrary to an obligation set forth in the Licence Agreement under the condition that a notification in writing of the breach has been arranged for, setting a reasonable term for compliance with the relevant obligation;
  - submission of an application for a suspension of payments by either Party;
  - insolvency of either Party.
- 13.4 Obligations which by their nature are intended to continue after the termination or dissolution of the Licence Agreement will continue after such dissolution.

### **Article 14 Supplementary Provisions**

- 14.1 The Licence Agreement shall be governed by Dutch law.
- 14.2 Any dispute regarding the creation, interpretation, or implementation of the Licence Agreement, will be submitted to the competent court in Utrecht, The Netherlands, for adjudication.
- 14.3 A dispute shall be deemed to exist if one of the Parties notifies the other Party to that effect by registered mail.
- 14.4 The provisions and conditions contained in the Licence Agreement and the Schedules shall specify the entire Licence Agreement between the Parties and shall set aside all previous agreements, whether oral or written, made between the Parties.
- 14.5 Amendments to the Licence Agreement and/or to the Schedules and/or additions thereto shall only become legally effective and binding for the Parties when they have been agreed between the Parties in the form of a schedule to be attached to the Licence Agreement, either in writing or electronically.

**SURF**

### Signatures and Schedules

Thus agreed and signed.

At \_\_\_\_\_

At \_\_\_\_\_

On \_\_\_\_\_

On \_\_\_\_\_

On behalf of <Institution>

On behalf of The Royal Society of Chemistry

<name of authorised signatory Institution>  
<function>

\_\_\_\_\_  
Sales & Marketing Director

**< THIS IS A MODEL LICENSE AGREEMENT AND IT IS NOT NECESSARY TO SIGN THIS HERE >**

### Schedules

- C-a: Description of Licensed Material, Licence Models and Licence Fees;
- C-b: Detailed list of Licensed Material with access rights;
- C-c: Detailed list of Licensed Material with publishing rights.



**C-a: Description of Licensed Material, Licence Models and Licence Fees**

Institution	2022 R&P Fee	2023 R&P Fee	2024 R&P Fee
Wageningen University	£ 44,393	£ 45,725	£ 47,097
Delft University of Technology	£ 50,793	£ 52,317	£ 53,887
University of Groningen	£ 53,993	£ 55,613	£ 57,281
University of Twente	£ 49,193	£ 50,669	£ 52,189
Radboud University Nijmegen	£ 44,393	£ 45,725	£ 47,097
University of Amsterdam	£ 44,393	£ 45,725	£ 47,097
VU University Amsterdam	£ 34,793	£ 35,837	£ 36,912
Utrecht University	£ 50,793	£ 52,317	£ 53,887
Eindhoven University of Technology	£ 66,793	£ 68,797	£ 70,861
	£ 439,537	£ 452,725	£ 466,308

Institution	RSC Gold 2022	RSC Gold 2023	RSC Gold 2024
Maastricht University	£ 19,894	£ 20,690	£ 21,518
Leiden University	£ 28,908	£ 30,064	£ 31,267

*NB - Maastricht remains on RSC Gold 2017*

Institution	2022 Add Archive annual lease (list price £8,373)	2022 Add Archive Purchase (list price £46,451)	Product
Maastricht University	£ 3,768	£ 20,903	Journals Archive 1841-2007
University of Twente	£ 4,187	£ 23,226	Journals Archive 1841-2007

**Explanation of Types of Licence Agreement and Licence Fees**

In return for paying an annual Licence Fee, the Institution will be granted the Rights of Use and the Right to Publish for the Licensed Material.

**Conditions**

1. RSC Gold and RSC Archive comprises access rights and publishing rights to available journals and databases specified in Schedule C-b and C-c;
2. Other SURF members can join the Licence Agreement at a fee to be determined by Publisher;
3. If the licence is acquired in the course of a licence year, the Licence Fee will be paid proportionately (per month).

## Schedule C-b Detailed list of Licensed Material with access rights

Journal	ISSN Online	First Year	Last Year <sup>1</sup>	DOI
Analyst	1364-5528	2008	202X	<a href="https://doi.org/10.1039/1364-5528/1876">https://doi.org/10.1039/1364-5528/1876</a>
Analytical Methods	1759-9679	2009	202X	<a href="https://doi.org/10.1039/1759-9679/2009">https://doi.org/10.1039/1759-9679/2009</a>
Biomaterials Science	2047-4849	2013	202X	<a href="https://doi.org/10.1039/2047-4849/2013">https://doi.org/10.1039/2047-4849/2013</a>
Catalysis Science & Technology	2044-4761	2011	202X	<a href="https://doi.org/10.1039/2044-4761/2011">https://doi.org/10.1039/2044-4761/2011</a>
Chemical Communications	1364-548X	2008	202X	<a href="https://doi.org/10.1039/1364-548X/1996">https://doi.org/10.1039/1364-548X/1996</a>
Chemical Society Reviews	1460-4744	2008	202X	<a href="https://doi.org/10.1039/1460-4744/1972">https://doi.org/10.1039/1460-4744/1972</a>
CrystEngComm	1466-8033	2008	202X	<a href="https://doi.org/10.1039/1466-8033/1999">https://doi.org/10.1039/1466-8033/1999</a>
Dalton Transactions	1477-9234	2008	202X	<a href="https://doi.org/10.1039/1477-9234/2003">https://doi.org/10.1039/1477-9234/2003</a>
Energy & Environmental Science	1754-5706	2008	202X	<a href="https://doi.org/10.1039/1754-5706/2008">https://doi.org/10.1039/1754-5706/2008</a>
Environmental Science: Nano	2051-8161	2014	202X	<a href="https://doi.org/10.1039/2051-8161/2014">https://doi.org/10.1039/2051-8161/2014</a>
Environmental Science: Processes & Impacts	2050-7895	2013	202X	<a href="https://doi.org/10.1039/2050-7895/2013">https://doi.org/10.1039/2050-7895/2013</a>
Environmental Science: Water Research & Technology	2053-1419	2015	202X	<a href="https://doi.org/10.1039/2053-1419/2015">https://doi.org/10.1039/2053-1419/2015</a>
Faraday Discussions	1364-5498	2008	202X	<a href="https://doi.org/10.1039/1364-5498/1991">https://doi.org/10.1039/1364-5498/1991</a>
Food & Function	2042-650X	2010	202X	<a href="https://doi.org/10.1039/2042-650X/2010">https://doi.org/10.1039/2042-650X/2010</a>
Green Chemistry	1463-9270	2008	202X	<a href="https://doi.org/10.1039/1463-9270/1999">https://doi.org/10.1039/1463-9270/1999</a>
Inorganic Chemistry Frontiers	2052-1553	2014	202X	<a href="https://doi.org/10.1039/2052-1553/2014">https://doi.org/10.1039/2052-1553/2014</a>
Journal of Analytical Atomic Spectrometry	1364-5544	2008	202X	<a href="https://doi.org/10.1039/1364-5544/1986">https://doi.org/10.1039/1364-5544/1986</a>
Journal of Environmental Monitoring	1464-0333	2008	2012	<a href="https://doi.org/10.1039/1464-0333/1999">https://doi.org/10.1039/1464-0333/1999</a>
Journal of Materials Chemistry	1364-5501	2008	2012	<a href="https://doi.org/10.1039/1364-5501/1991">https://doi.org/10.1039/1364-5501/1991</a>
Journal of Materials Chemistry A	2050-7496	2013	202X	<a href="https://doi.org/10.1039/2050-7496/2013">https://doi.org/10.1039/2050-7496/2013</a>
Journal of Materials Chemistry B	2050-7518	2013	202X	<a href="https://doi.org/10.1039/2050-7518/2013">https://doi.org/10.1039/2050-7518/2013</a>
Journal of Materials Chemistry C	2050-7534	2013	202X	<a href="https://doi.org/10.1039/2050-7534/2013">https://doi.org/10.1039/2050-7534/2013</a>
Lab on a Chip	1473-0189	2008	202X	<a href="https://doi.org/10.1039/1473-0189/2001">https://doi.org/10.1039/1473-0189/2001</a>
Materials Chemistry Frontiers <sup>2</sup>	2052-1537	2017	202X	<a href="https://doi.org/10.1039/2052-1537/2017">https://doi.org/10.1039/2052-1537/2017</a>



Journal	ISSN Online	First Year	Last Year <sup>1</sup>	DOI
Materials Horizons	2051-6355	2014	202X	<a href="https://doi.org/10.1039/2051-6355/2014">https://doi.org/10.1039/2051-6355/2014</a>
MedChemComm	2040-2511	2010	2019	<a href="https://doi.org/10.1039/2040-2511/2010">https://doi.org/10.1039/2040-2511/2010</a>
Molecular BioSystems	1742-2051	2008	2017	<a href="https://doi.org/10.1039/1742-2051/2005">https://doi.org/10.1039/1742-2051/2005</a>
Molecular Omics	2515-4184	2018	202X	<a href="https://doi.org/10.1039/2515-4184/2018">https://doi.org/10.1039/2515-4184/2018</a>
Molecular Systems Design & Engineering <sup>2</sup>	2058-9689	2016	202X	<a href="https://doi.org/10.1039/2058-9689/2016">https://doi.org/10.1039/2058-9689/2016</a>
Nanoscale	2040-3372	2009	202X	<a href="https://doi.org/10.1039/2040-3372/2009">https://doi.org/10.1039/2040-3372/2009</a>
Nanoscale Horizons <sup>2</sup>	2055-6764	2016	202X	<a href="https://doi.org/10.1039/2055-6764/2016">https://doi.org/10.1039/2055-6764/2016</a>
Natural Product Reports	1460-4752	2008	202X	<a href="https://doi.org/10.1039/1460-4752/1984">https://doi.org/10.1039/1460-4752/1984</a>
New Journal of Chemistry	1369-9261	2008	202X	<a href="https://doi.org/10.1039/1369-9261/1998">https://doi.org/10.1039/1369-9261/1998</a>
Organic & Biomolecular Chemistry	1477-0539	2008	202X	<a href="https://doi.org/10.1039/1477-0539/2003">https://doi.org/10.1039/1477-0539/2003</a>
Organic Chemistry Frontiers	2052-4129	2014	202X	<a href="https://doi.org/10.1039/2052-4129/2014">https://doi.org/10.1039/2052-4129/2014</a>
Physical Chemistry Chemical Physics	1463-9084	2008	202X	<a href="https://doi.org/10.1039/1463-9084/1999">https://doi.org/10.1039/1463-9084/1999</a>
Polymer Chemistry	1759-9962	2010	202X	<a href="https://doi.org/10.1039/1759-9962/2010">https://doi.org/10.1039/1759-9962/2010</a>
Reaction Chemistry & Engineering <sup>2</sup>	2058-9883	2016	202X	<a href="https://doi.org/10.1039/2058-9883/2016">https://doi.org/10.1039/2058-9883/2016</a>
RSC Medicinal Chemistry	2632-8682	2021	202X	<a href="https://doi.org/10.1039/2632-8682/2020">https://doi.org/10.1039/2632-8682/2020</a>
Soft Matter	1744-6848	2008	202X	<a href="https://doi.org/10.1039/1744-6848/2005">https://doi.org/10.1039/1744-6848/2005</a>
Sustainable Energy & Fuels <sup>2</sup>	2398-4902	2017	202X	<a href="https://doi.org/10.1039/2398-4902/2017">https://doi.org/10.1039/2398-4902/2017</a>

<sup>1</sup> Post-cancellation access is only given to the years to which the Institution has subscribed.

<sup>2</sup> These titles are not included in RSC Gold 2017 Titles excluding Archive and are therefore not available to Maastricht University.



The following databases are also available for access to Maastricht University and Leiden University. Please note that the databases are no longer updated and Institutions do not get perpetual access to this Licensed Material.

Journal	ISSN Online
Analytical Abstracts	1471-7107
Chemical Hazards in Industry	1476-3907
Laboratory Hazards Bulletin	1476-3915
Natural Product Updates	1478-1557
Synthetic Reaction Updates including access to: Catalysts & Catalysed Reactions (1474-9181) 2002-2014 Methods in Organic Synthesis (1478-1565) 1998-2014	2055-6152



### Schedule C-c Detailed list of Licensed Material with publishing rights

Hybrid Journals	ISSN Online	First Year	Last Year	DOI
Analyst	1364-5528	2022	202X	<a href="https://doi.org/10.1039/1364-5528/1876">https://doi.org/10.1039/1364-5528/1876</a>
Analytical Methods	1759-9679	2022	202X	<a href="https://doi.org/10.1039/1759-9679/2009">https://doi.org/10.1039/1759-9679/2009</a>
Biomaterials Science	2047-4849	2022	202X	<a href="https://doi.org/10.1039/2047-4849/2013">https://doi.org/10.1039/2047-4849/2013</a>
Catalysis Science & Technology	2044-4761	2022	202X	<a href="https://doi.org/10.1039/2044-4761/2011">https://doi.org/10.1039/2044-4761/2011</a>
Chemical Communications	1364-548X	2022	202X	<a href="https://doi.org/10.1039/1364-548X/1996">https://doi.org/10.1039/1364-548X/1996</a>
Chemical Society Reviews	1460-4744	2022	202X	<a href="https://doi.org/10.1039/1460-4744/1972">https://doi.org/10.1039/1460-4744/1972</a>
CrystEngComm	1466-8033	2022	202X	<a href="https://doi.org/10.1039/1466-8033/1999">https://doi.org/10.1039/1466-8033/1999</a>
Dalton Transactions	1477-9234	2022	202X	<a href="https://doi.org/10.1039/1477-9234/2003">https://doi.org/10.1039/1477-9234/2003</a>
Energy & Environmental Science	1754-5706	2022	202X	<a href="https://doi.org/10.1039/1754-5706/2008">https://doi.org/10.1039/1754-5706/2008</a>
Environmental Science: Nano	2051-8161	2022	202X	<a href="https://doi.org/10.1039/2051-8161/2014">https://doi.org/10.1039/2051-8161/2014</a>
Environmental Science: Processes & Impacts	2050-7895	2022	202X	<a href="https://doi.org/10.1039/2050-7895/2013">https://doi.org/10.1039/2050-7895/2013</a>
Environmental Science: Water Research & Technology	2053-1419	2022	202X	<a href="https://doi.org/10.1039/2053-1419/2015">https://doi.org/10.1039/2053-1419/2015</a>
Faraday Discussions	1364-5498	2022	202X	<a href="https://doi.org/10.1039/1364-5498/1991">https://doi.org/10.1039/1364-5498/1991</a>
Food & Function	2042-650X	2022	202X	<a href="https://doi.org/10.1039/2042-650X/2010">https://doi.org/10.1039/2042-650X/2010</a>
Green Chemistry	1463-9270	2022	202X	<a href="https://doi.org/10.1039/1463-9270/1999">https://doi.org/10.1039/1463-9270/1999</a>
Inorganic Chemistry Frontiers	2052-1553	2022	202X	<a href="https://doi.org/10.1039/2052-1553/2014">https://doi.org/10.1039/2052-1553/2014</a>
Journal of Analytical Atomic Spectrometry	1364-5544	2022	202X	<a href="https://doi.org/10.1039/1364-5544/1986">https://doi.org/10.1039/1364-5544/1986</a>
Journal of Materials Chemistry A	2050-7496	2022	202X	<a href="https://doi.org/10.1039/2050-7496/2013">https://doi.org/10.1039/2050-7496/2013</a>
Journal of Materials Chemistry B	2050-7518	2022	202X	<a href="https://doi.org/10.1039/2050-7518/2013">https://doi.org/10.1039/2050-7518/2013</a>
Journal of Materials Chemistry C	2050-7534	2022	202X	<a href="https://doi.org/10.1039/2050-7534/2013">https://doi.org/10.1039/2050-7534/2013</a>
Lab on a Chip	1473-0189	2022	202X	<a href="https://doi.org/10.1039/1473-0189/2001">https://doi.org/10.1039/1473-0189/2001</a>
Materials Chemistry Frontiers	2052-1537	2022	202X	<a href="https://doi.org/10.1039/2052-1537/2017">https://doi.org/10.1039/2052-1537/2017</a>
Materials Horizons	2051-6355	2022	202X	<a href="https://doi.org/10.1039/2051-6355/2014">https://doi.org/10.1039/2051-6355/2014</a>
Molecular Omics	2515-4184	2022	202X	<a href="https://doi.org/10.1039/2515-4184/2018">https://doi.org/10.1039/2515-4184/2018</a>
Molecular Systems Design & Engineering	2058-9689	2022	202X	<a href="https://doi.org/10.1039/2058-9689/2016">https://doi.org/10.1039/2058-9689/2016</a>

Hybrid Journals	ISSN Online	First Year	Last Year	DOI
Nanoscale	2040-3372	2022	202X	<a href="https://doi.org/10.1039/2040-3372/2009">https://doi.org/10.1039/2040-3372/2009</a>
Nanoscale Horizons	2055-6764	2022	202X	<a href="https://doi.org/10.1039/2055-6764/2016">https://doi.org/10.1039/2055-6764/2016</a>
Natural Product Reports	1460-4752	2022	202X	<a href="https://doi.org/10.1039/1460-4752/1984">https://doi.org/10.1039/1460-4752/1984</a>
New Journal of Chemistry	1369-9261	2022	202X	<a href="https://doi.org/10.1039/1369-9261/1998">https://doi.org/10.1039/1369-9261/1998</a>
Organic & Biomolecular Chemistry	1477-0539	2022	202X	<a href="https://doi.org/10.1039/1477-0539/2003">https://doi.org/10.1039/1477-0539/2003</a>
Organic Chemistry Frontiers	2052-4129	2022	202X	<a href="https://doi.org/10.1039/2052-4129/2014">https://doi.org/10.1039/2052-4129/2014</a>
Physical Chemistry Chemical Physics	1463-9084	2022	202X	<a href="https://doi.org/10.1039/1463-9084/1999">https://doi.org/10.1039/1463-9084/1999</a>
Polymer Chemistry	1759-9962	2022	202X	<a href="https://doi.org/10.1039/1759-9962/2010">https://doi.org/10.1039/1759-9962/2010</a>
Reaction Chemistry & Engineering	2058-9883	2022	202X	<a href="https://doi.org/10.1039/2058-9883/2016">https://doi.org/10.1039/2058-9883/2016</a>
RSC Medicinal Chemistry	2632-8682	2022	202X	<a href="https://doi.org/10.1039/2632-8682/2020">https://doi.org/10.1039/2632-8682/2020</a>
Soft Matter	1744-6848	2022	202X	<a href="https://doi.org/10.1039/1744-6848/2005">https://doi.org/10.1039/1744-6848/2005</a>
Sustainable Energy & Fuels	2398-4902	2022	202X	<a href="https://doi.org/10.1039/2398-4902/2017">https://doi.org/10.1039/2398-4902/2017</a>

## Schedule D OA Article Workflows and Services

These OA Article workflow and services are the article-based open access business model used by the Publisher.

### Article 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 Submitting 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

In future, Publisher may use the following parameters to identify Eligible Authors:

- persistent identifier, such as Ringgold, ORCID or other recognised institutional identifier as provided by the Eligible Author and published in the article metadata; and/or
- affiliation as stated in the author submission workflow; and/or
- IP ranges specified by the Institution

### Article 2 Obligations of Publisher and Institution

- 2.1 Publisher shall publish articles from Eligible Authors as OA Articles under a Creative Commons Attribution licence without delay upon first publication. Publisher will make every effort to support the Eligible Author to comply with the agreement and open access funder requirement 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) business days to approve or reject the eligibility of the article, they will inform Publisher about the delay in the process.

### Article 3 Reporting

- 3.1 Publisher will not directly charge Eligible Authors.
- 3.2 Publisher will only count OA Articles from Eligible Authors that have been accepted for publication (article acceptance). Publisher will document how many eligible articles have been accepted for publication and will communicate this to the consortium 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
- CC-BY License type
- Funder information
- Journal ISSN

- 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 Both parties shall comply, and shall ensure that its employees, personnel, agents, subcontractors and/or third parties acting on its behalf comply, in all respects with the provisions of the General Data Protection Regulations 2016/649 (GDPR), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR) (as may be amended by the proposed Regulation on Privacy and Electronic Communications), the Data Protection Act 2018 (DPA) and any subsequent legislation or guidance regarding data privacy, security, processing and electronic communications, as enacted by the UK Government when processing personal data under this Agreement.

Neither party shall engage or use a third party for the processing, storage or collection of personal data under this Agreement without the prior written consent of the other party. Neither party shall make an international transfer of personal data (being a transfer of personal data outside the European Economic Area (EEA)) without the prior written consent of the other party.

#### **Article 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.

#### **Article 5 Termination of Services**

- 5.1 Institution must give Publisher notice by 30<sup>th</sup> September of the current calendar that it wishes to discontinue receiving the services provided in this Schedule E.