

ELECTRONIC ACCESS LICENCE AGREEMENT

This Agreement is made the 18 day of November 2024 between The Royal Society of Chemistry, a company incorporated in England by Royal Charter (Registered No. RC000524) and a Registered Charity No. 207890, whose registered office is located at Burlington House, Piccadilly London W1J 0BA, United Kingdom ("Publisher") and [Customer Name] located at [Address], Austria ("Customer"), in the frame of a consortium negotiated and organised by Kooperation E-Medien Österreich ("KEMÖ").

Acting as the main link between Customer and Publisher, the Head Office of Kooperation E-Medien Österreich assumes the following tasks: Leading negotiations with the Publisher, coordinating the process of drawing up and having license agreements signed by the Customer and Publisher, administering tender procedures, implementing open access agreements and coordinating consortial matters during the term of the agreement.

Contact: Kooperation E-Medien Österreich / Central Head Office / Raimundgasse 1 Top 3, 1020 Vienna Austria / Email: emedien@obvsg.at

In addition, all other members of KEMÖ are entitled to join this contract under the conditions regulated therein. This shall also apply to new members joining the KEMÖ after the conclusion of this contract, whereby these are exclusively Austrian universities or private universities with associated university hospitals, universities of applied sciences, provincial libraries, the Austrian National Library as well as other scientific information, research, research promotion and educational institutions based in Austria as well as the Austrian Library Network and Service GmbH, all based in Austria.

WHEREAS

- (A) Publisher holds journal articles and databases in electronic form;
- (B) Customer wishes to license access to journal articles and/or databases; and
- (C) Publisher agrees to grant such licence.

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:

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| "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: <ul style="list-style-type: none">(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;(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; and(vi) or other persons affiliated with 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">(i) charging of Authorised Users by Customer for use of Publisher Content is not deemed to constitute Commercial Use;(ii) use of Publisher Content by Customer or Authorised Users in the |

	course of academic research funded by a commercial organisation is not deemed to constitute Commercial Use; and
(iii)	use of Publisher Content by Customer or Authorised Users in the course of contract research carried out for a commercial organisation to which the research results will be provided <u>is</u> deemed to constitute Commercial Use;
"Corresponding Authors"	means authors who are Authorised Users other than Walk-In Users who are also the corresponding author of an article published in a Journal.
"Customer Site(s)"	means the site(s) of Customer specified in Schedule B;
"Databases"	means the publications specified in Section B of Schedule A;
"Eligible Authors"	means the eligible authors as defined in Schedule D.
"External"	means an access route to Publisher Content where Publisher Content is posted on a file server maintained by Publisher or by a third-party host on Publisher's behalf;
"Fees"	means the fees set out in Schedule C;
"Internal"	means an access route to Publisher Content where Publisher Content is loaded on Customer's own network;
"Gold OA Journals"	means the Gold Open Access journals specified in Section A of Schedule A, which will at all times include the full portfolio of Gold Open Access journals, including any new launch or acquisition and will be updated accordingly
"Hybrid Journals"	means the publications specified in Section A of Schedule A, which will include at all times the full portfolio of the Publisher's Hybrid Open Access journals, including any new launch or acquisition and will be updated accordingly
"OA Articles"	the articles published in Gold and Hybrid Journals by Eligible Authors, 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..
"Publisher Content"	means the content of Publisher specified in Schedule A (as amended from time to time by the parties);
"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. Provisions of the Publisher's terms and conditions not expressly referred to in this Agreement shall not apply to this Agreement.

- 2.1 Publisher licenses Customer to access, search, browse, view and use Publisher Content (by an External and an Internal route). The Customer and its Authorised Users may print and download a reasonable portion of the Publisher Content. Customer shall access Publisher Content as specified in Schedule A:
- 2.1.1 External. If Publisher Content is accessed by an External route:
 - 2.1.1.1 Neither Customer nor Authorised Users may make available or distribute any part of Publisher Content on any other network.
 - 2.1.1.2 Access must be by means of Secure Authentication.
 - and/or
 - 2.1.2 Internal. If Publisher Content is accessed by an Internal route:
 - 2.1.2.1 Neither Customer nor Authorised Users may make available or distribute any part of Publisher Content on any other network.
 - 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.
 - 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. Authorised Users other than Walk-In Users may access Publisher Content remotely.
- 2.3 Publisher licenses Customer to use Publisher Content for the purposes of research, teaching, education, scientific work or private study only, and not for Commercial Use. Authorised Users may transmit single journal articles from Publisher Content to other Authorised Users and to third-party colleagues for their scholarly or research use. For avoidance of doubt no single journal article shall be resold or used for any commercial purpose as defined in the STM Voluntary Principles for Article Sharing on Scholarly Collaboration Networks
- 2.4 Publisher licenses Customer and its Authorised Users to use, with appropriate credit, figures, tables and brief excerpts from Publisher Content in the Authorised User's own scientific, scholarly and educational works.
- 2.5 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.
- 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):
- (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.
- 2.6 The Publisher makes every reasonable effort to provide Publisher Content in a format accessible for Visually Impaired Persons. If the Publisher can't provide Publisher Content in an accessible format, the Customer may alter or modify Publisher Content as necessary to provide an equivalent level of access to Authorized Users with disabilities.

Publisher licenses Customer to re-engineer Publisher Content at Customer Sites to provide suitable format(s) such that Authorised Users who are Visually Impaired Persons may have access to Publisher Content.

2.7 Publisher licences Customer to fulfil interlibrary supply requests from Customer Site to other libraries (called Inter-Library Loan or Document Delivery). Publisher licenses Customer to supply for each interlibrary supply request to a library, for the purposes of teaching, education, scientific work, 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 or scanned and supplied in electronic way, 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.

2.8 Publisher licenses Customer to make such back-up copies of Publisher Content at Customer Sites as are reasonably necessary to give effect to its rights and obligations under this Agreement.

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.

2.10 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."

2.11 Authorised Users can use Publisher Content (Schedule A) or parts thereof with an artificial intelligence tool only for non-commercial scientific research, teaching and learning undertaken in compliance with binding law and this Agreement. Except where usage of artificial intelligence is allowed according to this clause, Authorised Users are not allowed to use the Publisher Content to (a) use or enable generative AI Technologies to ingest, train, distribute, make the Publisher Content or any substantially similar output publicly available, or (b) upload, copy, or host the Publisher Content or any part thereof to or for use in generative AI Technologies directly or indirectly (e.g., through the use of third-party plugins, extensions or decentralised custom chatbots associated with those AI Technologies) unless such AI Technologies are used locally in a self-hosted secure environment controlled by Customer and the Publisher Content, any part thereof, and any output of the AI technologies, if substantially similar to the Publisher Content or parts thereof, are not shared with any third party. Nothing in this Agreement shall limit or restrict § 42 h Austrian Copyright Act.

3. Payment

3.1 Customer shall, in consideration of the rights set out in this Agreement, pay Publisher the Fees within sixty (60) days of receipt of invoice for the Fees. For the avoidance of doubt, the Fees shall be exclusive of any sales, use, value added or similar taxes, and Customer shall be liable for any such taxes in addition to the Fees. The Customer can choose from invoicing by the Publisher, an agent or the Head Office of KEMÖ.

4. Term of Agreement

4.1 The Term of this Agreement is 1st January 2025 to 31st December 2027 unless previously terminated in accordance with Clause 8. or Customer may opt-out of the Agreement at the end

of each year by giving notice to the Publisher by 15th of October of the then current licence year, if

- (i) Customer is faced with non-availability of funds for the subsequent year during the Term
- (ii) the faculty/department of Customer, which has the research emphasis for the Publisher Content is/or is being closed.

Upon termination of this Agreement by Customer under this Clause, Customer shall not be obliged to pay the respective Fees.

- 4.2 This Agreement may be extended by mutual agreement between Publisher and Customer at the expiry date for a further period of one (1) year, or a maximum of two (2) years agreeing the Publisher Content and Fee for the new Term. The respective commercial terms are described in Schedule C. If the Agreement is to be extended, an Addendum, including updated schedules, shall be signed by both parties.

5. Copyright and Ownership

- 5.1 Publisher Content is copyright and is subject to all applicable copyright, database protection, and other rights of the copyright owner and Publisher. The names of the author(s) and the copyright notices may not be removed, obscured, or modified in any way. Customer shall take the same precautions to prevent theft or inadvertent illicit use of the intellectual property in Publisher Content that it takes to prevent theft of its own intellectual property. The relevant copyright notice 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 the terms of Clause 2. Customer shall make all reasonable efforts to inform Authorised Users about the terms of Clause 2.
- 5.4 Each party shall use its best endeavours to safeguard the intellectual property and proprietary rights of the other party.
- 5.5. For the avoidance of doubt: for OA Articles the respective CC-licence including applicable author copyrights applies without restriction, and Publisher does not have proprietary rights of use and exploitation or other intellectual property rights to that content, except that the Publisher continues to have the propriety rights of use and exploitation for Commercial Use for articles published under a CC BY-NC licence.

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 to provide a quality of service consistent with industry standards. Continuous service shall be provided with an average of 98% up-time per month, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimise inconvenience for the Customer and its Authorised Users. 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. In case of any planned downtime Publisher shall inform Customer ten (10) working days in advance.

- 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 Publisher shall inform Customer immediately, when
- (i) an item from Publisher Content is no longer available;
 - (ii) a new Journal is added to Publisher Content;
 - (iii) URLs relating to Journal or Database home pages are changed;
 - (iv) a Journal or Database from Publisher Content is moved to another supplier;
 - (v) a Journal or Database from Publisher Content is discontinued; and/or
 - (vi) a Journal or Database from Publisher Content is merged or split.
- 6.6 Publisher shall provide Customer with user support and helpdesk services through online FAQs (Frequently Asked Questions), telephone, and email. By means of this, the Customer and Authorised Users can report problems and errors and ask questions relating to the use of and access to Publisher Content. Publisher will respond within two (2) working days to requests of the Customer. All such enquiries sent by email should be sent to technicalsupport@rsc.org.
- 6.7 Publisher shall provide details of Journals in Publisher Content to Exlibris and Serials Solutions for integration into their respective products, Primo, Summon and ALMA.
- 6.8 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, but not randomly, 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 Hybrid Journals
- 7.2.1 Upon expiry of this Agreement under Clause 4, 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 Hybrid 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 or by Publisher supplying Customer with the PDFs via a means to be agreed at the time. Any costs relating to this supply shall be negotiated at the time and shall be borne by Customer. If Customer has loaded the Hybrid Journals on its own network, it may continue to retain the Hybrid Journals that it has subscribed to.
 - 7.2.2 Upon termination of the Agreement by Publisher under Clause 8.1 or 8.2, Publisher shall immediately remove Customer access to the Hybrid Journals, or, if applicable, Customer shall immediately remove the Hybrid Journals from its network and destroy them and shall confirm to Publisher in writing when it has done so.
- 7.3 Databases

Upon expiry of this Agreement under Clause 4 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 Long-Term-Preservation

Publisher shall undertake reasonable efforts to provide or to make arrangements for a third party to provide an archive of the Journals in Publisher Content for the purpose of long-term preservation of the Journals in Publisher Content. Upon expiry of this Agreement under Clause 4, termination under Clause 8.3 or 8.4, or termination by Customer under Clause 8.1 Publisher will permit Authorised Users to access such archive. Publisher shall inform the Customer in detail about the endeavours undertaken by the Publisher to provide digital long-term preservation of the Journals in Publisher Content. Publisher shall also inform Customer about the providers that provide archives of Journals in Publisher Content available permanently.

7.5 Post-Cancellation Rights

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 the avoidance of doubt :Publisher deposits all articles published in both Hybrid Journals and Gold OA Journals. Subject to the Customer entering into its own relationship with Portico, the Customer shall be able to obtain the articles via that service on termination and/or a suitable alternative should Portico no longer be available for any reason.

7.5.1 Post-Cancellation Rights All Publisher Content Cancelled:
Upon termination of all of the Customer's annual subscriptions on the Publisher's platform, the Customer may continue to access Publisher Content in Schedule A for the publication years paid for online via the Publisher's server in accordance with the usage provisions of this Agreement.

In the event that the Publisher can no longer provide such perpetual access to Publisher Content, the Publisher may:

- (i) make the online form of the Publisher Content available through digital preservation services, who may impose their own charges.
- (ii) provide an archival copy of the Publisher Content in an electronic medium at a cost-based fee. The price and the data type are subject to negotiation.

7.5.2 Post-Cancellation Rights Part of Publisher Content Cancelled:
If a particular Title of Publisher listed in Schedule A is withdrawn by the Publisher or not renewed by the Customer, but the Customer maintains other current subscriptions, the Customer may continue to access online, at no additional charge, such title for the publication years paid. If the Publisher is obliged to withdraw content from its server due to obligations towards third parties, then the Publisher will use its reasonable endeavours to negotiate with the new publisher the right for the Customer to continue access to such titles for the years paid for.

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 is likely to cause serious financial, operational or reputational loss to Publisher, Publisher may:

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

Either party may terminate this Agreement if the other party has persistently and materially breached this Agreement, irrespective of whether such breaches were later remedied, which shall be deemed to occur if the other party 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.

Early Termination Due to Insufficient Budgetary Allotment from Government:

The Customer may terminate this Agreement if sufficient funds are not provided, allocated or allotted in future government-approved budgets of the Customer (or reasonably available or expected to become available from other sources) at the time the Customer is required to make payment, and therefore prevents the Customer, in the exercise of its reasonable administrative discretion, to continue this Agreement.

- 8.4 Termination of this Agreement for whatever reason shall be without prejudice to the rights of the parties to claim damages for any previous breach.
- 8.5 Upon termination of this Agreement by Customer under Clause 8.1 or 8.3, Publisher shall repay to Customer the proportion of the Fees paid that represents the unexpired part of any subscription or lease fees paid by Customer for Publisher Content under this Agreement.
- 8.6 Upon termination of this Agreement by Publisher under Clause 8.1 or 8.2, Publisher shall immediately remove Customer access to Publisher Content, or, if applicable, Customer shall immediately remove Publisher Content from its network and destroy it and shall confirm to Publisher in writing when it has done so.
- 8.7 Upon termination of this Agreement by Publisher under Clause 8.1 or 8.2, Publisher shall not repay to Customer any Fees paid by Customer for Publisher Content under this Agreement.
- 8.8 Termination of this Agreement (howsoever arising) shall not affect the rights of either party accrued prior to termination and any provision of this Agreement which needs to survive termination of this Agreement in order to give full effect to its meaning shall do so.
- 8.9 Upon expiration or termination of this Agreement, the parties agree to work together in good faith for an orderly transition of Customer to a successor Agreement with the Publisher with the goal of uninterrupted access for Authorised Users and publishing for Corresponding Authors.

9. Warranties and Liabilities

- 9.1 Publisher hereby warrants to 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 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 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) Customer promptly notifying the Publisher of any claim or action, (b) the Publisher having sole control of such claim or action, and (c) 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.
- If the withdrawal represents more than 10% of the total value of Publisher Content then the Publisher shall refund to the Customer the amount of fees that is proportional to the amount of the Publisher Content withdrawn and the remaining unexpired portion of the period for which the Fees were paid.
- 9.8 Nothing in this Agreement shall make 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.
- 9.9 Nevertheless Publisher and Customer shall be liable for any breach of contract and irrespective of the legal ground (e.g. default in concluding this Agreement, delay material and legal defects, tort) only
- (i) in case of damages caused intentionally or by gross negligence;
 - (ii) in case of injury to life, physical condition and health;
 - (iii) under product liability law;
 - (iv) in case of violation of warranty entered in this Agreement; or
 - (v) in cases of damages caused by violation of data protection law.

Otherwise any liability of either party shall be excluded.

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.
- 10.3 Any modification to this Agreement shall be sent by personal delivery, expedited, certified mail, by fax, return receipt requested, email with delivery confirmation to either party (Publisher and

Customer) at its address set forth herein and shall be deemed effective upon receipt. Either party may from time to time change its notice address by written notice to the other party.

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

This Agreement, including all current and future annexes, exhibits and schedules, contains the final and entire agreement of the parties on the subject matter herein. This Agreement, including the schedules, may be amended only in writing signed by duly authorised representatives of the parties.

14. Assignment

14.1 Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, 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). 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

17.1 Both parties shall keep the terms of this Agreement 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. For avoidance of doubt: voluntary publication of the Agreement on a platform such as ESAC by Customer is permitted as long as any price information has been redacted.

17.2 Publisher retains server logs which contain detailed Customer and Authorised User access information including without limitation date and time of access, details of the Secure

Authentication employed and specific file name and type downloaded from Publisher Content. This access information may be used by Publisher and its agents only for Publisher's internal purposes including management information reporting, monitoring and enforcement of Customer's access, and Customer support purposes. Publisher shall use its best endeavours to keep confidential from third parties this access information and these usage statistics. Publisher and Customer shall each comply with the requirements of any data protection legislation currently in force and applicable to them. Publisher agrees to comply with the General Data Protection Regulation (GDPR) in its current and future versions. Publisher ensures the same level of data protection subject to GDPR if personal data is transferred and processed outside the European Union. Publisher will notify Customer and Authorised Users as soon as is practicable if Publisher's systems are breached and the confidentiality of personally identifiable information is compromised. Publisher is obligated not to generate, track, record, store, share, transfer and/or sell usage or personal data of users (Science Tracking), unless absolutely necessary for the performance of this Agreement. Publisher shall ensure that, to the extent that any personal data originating from the European Economic Area ("EEA") is transferred by Publisher to a processor or in a country or territory outside the EEA that has not received a binding adequacy decision by the European Commission, such transfer shall be subject to appropriate safeguards in accordance with mandatory applicable data protection legislation (including Article 46 of the GDPR).

- 17.3 Excluded from this confidentiality clause are all members of KEMÖ, regardless of whether they are a current contractual party of this agreement. Notwithstanding the above provisions, all information of this agreement are not confidential for all members of KEMÖ, regardless of whether they are a current contractual party of this agreement.

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 (Rights of Third Parties) Act 1999.

- 19.2 Usage Statistics. The Publisher confirms to the Customer that usage statistics covering the online usage of the Publisher Content covered by this Agreement will be made available to each Customer individually. The Publisher further confirms that it shall use all reasonable endeavours to ensure that such usage statistics will adhere to the specifications of the COUNTER Code of Practice (including data elements collected and their definitions, data processing guidelines, usage report content, frequency and delivery method provided) and that the Standardized Usage Statistics Harvesting Initiative (SUSHI) Protocol will be supported.

Such usage information shall be compiled in a consistent manner. In doing so the Publisher shall comply with all applicable privacy and data protection laws. The anonymity of individual users and the confidentiality of their search requests shall be fully protected.

These statistics will cover all Publisher Content listed in Schedule A, Sections A and C.

- 19.3 OA Article Workflow and Services: The parties shall use reasonable efforts to develop streamlined author identification and verification workflows as well as efficient invoicing and reporting processes as specified in Schedule D.
- 19.4 Training Session: Publisher shall grant Customer one (1) day's training per semester free of charge, if required. The training sessions may be carried out online or in person, as agreed between the two (2) parties. The Publisher shall provide the technical equipment to enable proper training conditions.
- 19.5 Protection from Unauthorised Access and Use: The Customer shall use reasonable efforts and adequate technical and legal methods to control access to and use of the Publisher Content and to prevent any unauthorised use.
- 19.6 Web-Scale Discovery Services: The Publisher shall permit the integration of Publisher Content in Web-Scale Discovery Services. The Customer shall provide access to the Publisher Content via Web-Scale Discovery Services to authorised users only.

In order to enable the Customer and its Authorised Users to search references and full texts of the Publisher Content in Web-Scale Discovery Services, the Publisher shall make available the metadata (bibliographic citation, abstract, key words) for Publisher Content to Web-Scale

Discovery Services providers. Full texts, which are part of the Publisher Content, shall be indexed in Web-Scale Discovery Services, whereas access to these full texts shall be available only via a link to the Publisher's platform. The Customer shall be permitted to offer the metadata and references of the Publisher Content in its Web-Scale Discovery Service parallel to the Platform of the Publisher. The Customer shall provide access to the metadata, references and full texts of the Publisher Content in its Web-Scale Discovery Service to Authorised Users only.

In case of termination of this Agreement, the Publisher and the Customer agree on the following in terms of the availability of the Publisher Content in the Web-Scale Discovery Service of the Customer: If, at termination of this Agreement, the metadata (of the full texts), for which archiving rights are granted under this Agreement, are still available in the Web-Scale Discovery Service of the Customer, these metadata shall be available to the Customer and its authorised users in the Web-Scale Discovery Service. If, at termination of this License, the metadata (of the full texts), for which archiving rights are granted under this Agreement, are no longer available in the Web-Scale Discovery Service of the Customer, the Publisher shall provide the Customer with access to the Publisher Content via the methods specified in Clause 7.5.

20. Dispute Resolution

Any difference arising between the parties shall initially be submitted to a mediation procedure in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Should the mediation be unsuccessful, neither party is precluded from instigating legal proceedings under Clause 21.

21. Applicable Law

This Agreement shall be governed by and construed in accordance with irrespective of the place of its physical execution and the parties hereto hereby submit to the exclusive jurisdiction of the Austrian 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
[Customer Name]

Signed:

Name:

Title:

Date:

For and on behalf of
The Royal Society of Chemistry

Signed:

Name: Nicola Haden

Title: Head of Sales Operations

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 ¹	Copyright Owner*
Analyst	1364-5528	√	2008-2027		RSC
Analytical Methods²	1759-9679	√	2009-2027		RSC
Annual Reports on the Progress of Chemistry,	A 1460-4760	-	2008-2013		RSC
	B 1460 4779	-	2008-2013		RSC
	C 1460-4787	-	2008-2013		RSC
Biomaterials Science²	2047-4849	√	2013-2027		RSC
Catalysis Science & Technology²	2044-4761	√	2011-2027		RSC
Chemical Communications	1364-548X	√	2008-2027		RSC
Chemical Science^{2,3}	2041-6539	-	2010-2014		RSC
Chemical Society Reviews	1460-4744	√	2008-2027		RSC
CrystEngComm	1466-8033	√	2008-2027		RSC
Dalton Transactions	1477-9234	√	2008-2027		RSC
Energy & Environmental Science²	1754-5706	√	2008-2027		RSC
Environmental Science: Nano²	2051-8161	√	2014-2027		RSC
Environmental Science: Processes & Impacts including Journal of Environmental Monitoring	2050-7895	√	2013-2027		RSC
	1464-0333		2008-2012		
Environmental Science: Water Research & Technology²	2053-1419	√	2015-2027		RSC
Faraday Discussions	1364-5498	√	2008-2027		RSC
Food & Function²	2042-650X	√	2010-2027		RSC
Green Chemistry	1463-9270	√	2008-2027		RSC
Inorganic Chemistry Frontiers²	2052-1553	√	2014-2027		PKU
Integrative Biology⁴	1757-9708	-	2009-2010, 2017-2018		RSC
Issues in Environmental Science & Technology	1465-1874	-	2008-2020		RSC
Journal of Analytical Atomic Spectrometry	1364-5544	√	2008-2027		RSC
Journal of Materials Chemistry A	2050-7496	√	2013-2027		RSC
Journal of Materials Chemistry B	2050-7518	√	2013-2027		RSC
Journal of Materials Chemistry C including Journal of Materials Chemistry	2050-7534	√	2013-2027		RSC
	1364-5501		2008-2012		
Lab on a Chip	1473-0189	√	2008-2027		RSC
Materials Chemistry Frontiers²	2052-1537	√	2017-2027		IC
Materials Horizons²	2051-6355	√	2014-2027		RSC
Metallomics⁵	1756-591X	-	2009-2010, 2017-2020		RSC
Molecular Omics including Molecular BioSystems	2515-4184	√	2018-2027		RSC
	1742-2051		2008-2017		
Molecular Systems Design & Engineering²	2058-9689	√	2016-2027		ICHEM
Nanoscale²	2040-3372	√	2009-2027		RSC
Nanoscale Horizons²	2055-6764	√	2016-2027		RSC
Natural Product Reports	1460-4752	√	2008-2027		RSC
New Journal of Chemistry	1369-9261	√	2008-2027		CNRS
Organic & Biomolecular Chemistry	1477-0539	√	2008-2027		RSC
Organic Chemistry Frontiers²	2052-4129	√	2014-2027		SIOC
Photochemical & Photobiological Sciences⁶	1474-9092	-	2017-2020		ESP/EPA
Physical Chemistry Chemical Physics	1463-9084	√	2008-2027		Owner Societies
Polymer Chemistry²	1759-9962	√	2010-2027		RSC
Reaction Chemistry & Engineering²	2058-9883	√	2016-2027		RSC

¹ Pre-2025 post-cancellation access is covered in previous agreements between the two (2) parties.

² At the date of signature of this Agreement access is free to everyone for the first two (2) years/volumes.

³ From January 2015 *Chemical Science* is a Gold Open Access journal.

⁴ *Integrative Biology* has been sold to another publisher at the end of 2018.

⁵ *Metallomics* has been sold to another publisher at the end of 2020.

⁶ *Photochemical & Photobiological Sciences* is moving publisher at the end of 2020 to Springer Nature.

Journals	E-ISSN	Hybrid Journals	Access years during Term	Post-cancellation access ¹	Copyright Owner*
RSC Advances ^{2, 7}	2046-2069	-	2011-2016		RSC
RSC Medicinal Chemistry including MedChemComm ²	2632-8682 2040-2511	√	2020-2027 2010-2019		RSC
Soft Matter	1744-6848	√	2008-2027		RSC
Sustainable Energy & Fuels ²	2398-4902	√	2017-2027		RSC
Toxicology Research ⁸	2045-4538	-	2012-2013, 2017-2019		RSC

Customer also has access to the following Gold OA Journals:

Journals	E-ISSN	Access	APC Charged	Copyright Owner
Chemical Science	2041-6539	2015-2027	Currently waived	RSC
Digital Discovery	2635-098X	2022-2027	Yes	RSC
EES Batteries	3033-4071	2025-2027	From mid-2027	RSC
EES Catalysis	2753-801X	2023-2027	From mid-2025	RSC
EES Solar	3033-4063	2025-2027	From mid-2027	RSC
Energy Advances	2753-1457	2022-2027	Yes	RSC
Environmental Science: Advances	2754-7000	2022-2027	Yes	RSC
Environmental Science: Atmospheres	2634-3606	2021-2027	Yes	RSC
Industrial Chemistry & Materials	2755-2608	2023-2027	Currently waived	IPE
Materials Advances	2633-5409	2020-2027	Yes	RSC
Nanoscale Advances	2156-0230	2018-2027	Yes	RSC
RSC Advances	2046-2069	2017-2027	Yes	RSC
RSC Applied Interfaces	2755-3701	2024-2027	From mid-2025	RSC
RSC Applied Polymers	2755-371X	2023-2027	From mid-2025	RSC
RSC Chemical Biology	2633-0679	2020-2027	Yes	RSC
RSC Mechanochemistry	2976-8683	2024-2027	From mid-2026	RSC
RSC Pharmaceuticals	2976-8713	2024-2027	From mid-2026	RSC
RSC Sustainability	2753-8125	2023-2027	From mid-2025	RSC
Sensors & Diagnostics	2635-0998	2022-2027	Yes	RSC
Sustainable Food Technology	2753-8095	2023-2027	From mid-2025	RSC

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

Section B

Not applicable.

* RSC	The Royal Society of Chemistry
ACS GD	American Chemical Society, Division of Geochemistry
CNRS	Centre National de la Recherche Scientifique
ESP/EPA	European Society for Photobiology, European Photochemistry Association
IC	Chinese Chemical Society, Institute of Chemistry of Chinese Academy of Sciences and Royal Society of Chemistry
ICHEME	Institution of Chemical Engineers and Royal Society of Chemistry
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 Derneği,
PKU	Chinese Chemical Society, Peking University and Royal Society of Chemistry
SIOC	Chinese Chemical Society, Shanghai Institute of Organic Chemistry and Royal Society of Chemistry

⁷ From January 2017 RSC Advances is a Gold Open Access journal.

⁸ Toxicology Research has been sold to another publisher at the end of 2019.

SCHEDULE B

Customer Site(s) and Secure Authentication Protocol

Customer Site(s)

"Customer Site"

means Customer's physical address plus all Customer's locations within that same city or within a five (5) mile [eight (8) km] radius of Customer's address or other Customer's locations which are reported to the Publisher.

Domain Name(s)

Secure Authentication Protocol

External:

Secure Authentication by IP addresses

Secure Authentication by Shibboleth

Shibboleth Attribute:

SCHEDULE C

Payment

Customer shall pay the following RSC Platinum Model Fees for 2025-2027:

	2025 Fee (£) ⁹	2026 Fee (£) ⁹	2027 Fee (£) ⁹	2028 Fee (£) ^{9,10}	2029 Fee (£) ^{9,10}
Total Fee payable (Publishing Fee plus RSC Platinum Fee)					
Number of OA Articles	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited

RSC Platinum Model Fees

The RSC Platinum Model is the new pilot model developed by Publisher to enable all institutions in Austria to join an open access publishing agreement, and their authors to publish open access across all Publisher Content.

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

- **RSC Platinum Fee / Base Fee:**
 - Each institution, which is a member of this consortium, contributes [REDACTED] as a Base Fee to this consortium ("RSC Platinum Fee").
 - The RSC Platinum Fee 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. This fee will also be charged after the Publisher's transition to open access.
- **Publishing Component:**
 - In addition to the RSC Platinum Fee, publishing institutions pay a Publishing Component ("Publishing Fee").
 - The Publishing Fee allows for the Eligible Authors to publish all of their articles as OA articles for free in all Hybrid Journals and Gold OA Journals in 2025, 2026 and 2027. 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.
 - No additional fees occur for publishing in Gold OA Journals, even Gold OA Journals that currently do not charge APCs are covered by the Publishing Fee. 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.

The Publishing Fee is not article specific. Publisher considers the total projected output of the participating institutions and calculates the resulting share in % of each institution.

⁹ All Fees are in GBP (£), exclusive of all taxes.

¹⁰ The Fees for 2028 and 2029 are payable if Customer and Publisher agree to extend the agreement after the initial Term.

SCHEDULE D

OA Article Workflows and Services

1. General

- 1.1 These OA Article workflow and services ("Services") are conceived as a pilot in order to develop an article-based open access business model and to further the transition to open access.
- 1.2 Transparency: Customer is allowed to provide information, concerning APC costs, to OpenAPC, or similar initiatives.
- 1.3 Funding Note: Eligible Authors shall be able to label OA Articles as funded by the Customer or a respective associated institution, or a funding agency in the paper itself (e.g. the footnote of the OA Article shall state the following "Open access funding provided by [name of paying institution/funder]"), whereas the Publisher should take the reasonable efforts to make this technically possible.
- 1.4 The funding note has to appear in the article itself (e.g. PDF and Rich HTML and any future format). Additionally, it should also be placed on either the CrossMark information or the article landing page.
- 1.5 Open Access rules:
Green Road: The Publisher shall permit Customer and Authorised Users to store and make available the Author Accepted Manuscripts of their publications in journals, monographs, books series and other forms of publications distributed by the Publisher in institutional, national or subject-based repositories subject to a 12-month embargo for journal articles and a 36 month embargo for book chapters.

2. Eligible Authors

- 2.1 Authors ("Eligible Authors") who fulfill the eligibility criteria of the Customer and agree to Publisher's open access publishing conditions. The affiliation to the Customer shall be the decisive parameter to determine eligibility.
- The primary corresponding author of a given article and who is affiliated to the Customer, as evidenced by the email domain used for submitting the article. The corresponding author and the affiliation shall be stated in the OA Article as long as it is provided by the corresponding author.
- In future, Publisher may use the following parameters to identify Eligible Authors:
- persistent identifier, such as Ringgold, ORCID or other recognised institutional identifier as provided by the Eligible Author and published in the article metadata; and/or
 - affiliation as stated in the author submission workflow; and/or
 - IP ranges specified by the Customer; and/or
 - E-mail domain(s) defined by the Customer; and/or
 - Funding agency where applicable.
- 2.2 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.
- 2.3 The publishing workflow will use the acceptance date to determine the eligibility of an article under this Agreement. In order to benefit from the commercial arrangements mentioned in this Agreement, articles submitted by the Eligible Authors must be accepted by the relevant journal during the Term.

3. Obligations of Publisher and Customer

- 3.1 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. Publisher will make every effort to inform the Eligible Author about the terms and conditions of the agreement and to sign the necessary licence.

- 3.2 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.
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 twelve (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.
- 3.3 If Publisher needs assistance to verify eligibility of an Author, Customer will verify the eligibility of an article as quickly as possible to ensure the timely production and publication of the article. If Customer requires more than five (5) business days to approve or reject the eligibility of the article, they will inform Publisher about the delay in the process.
- 3.4 The Publisher should structure the open access workflows in such a way that an article under consideration is initially offered as an open access article in order to minimise retrospective open access measures.
- 3.5 The Publisher shall inform Eligible Authors through its licensing system about the availability of this Agreement which secures the coverage of open access publishing fees.
- 3.6 The Publisher shall list all Customers on its website and provide information of the institutional Open Access agreements.
- 3.7 For the purpose of this agreement, open access publishing should be the default route for Eligible Authors under an agreement. Authors should ideally not be required to take further action in order to publish open access (i.e. opt-out, opt-in, signing of open access licenses etc.) unless it is explicitly required by the Customer. The Creative Commons CC-BY licence shall be the default licence offered to Corresponding Authors.
- 3.8 Publisher will not directly charge Eligible Authors.
- 3.9 Authors who are also Authorised Users are granted permission free of charge to store their OA Articles in the format published by the Publisher (e.g. PDF) without time embargo in an institutional or discipline-specific repository of their choice and to make them available in Open Access. The same permission is granted to institutions to which the respective authors are affiliated.

4. Reporting

- 4.1 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:
- Eligible Author Name
 - Eligible Author Email Address
 - Eligible Author ORCID iD
 - Derived Institution of the Eligible Author
 - 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 Type/Journal 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

- 4.2 Publisher shall also provide an annual report of the total number of open and closed articles published in conformity with this Agreement. Publisher shall also provide on a yearly basis a list of articles by authors who have opted out of publishing their articles as OA Articles. Publisher will send this annual report to the Head Office of KEMÖ.
- 4.3 Publisher will deliver article metadata including license information to CrossRef.
- 4.4 For avoidance of doubt the number of OA Articles in these reports shall be as the data recorded in the Publisher's internal systems.

5. Editorial independence

- 5.1 Both parties recognise that Customer will not be involved in the editorial processes despite its financial obligations towards Publisher.
- 5.2 Publisher is not obligated to publish an article submitted by an Eligible Author on the basis of this agreement.
- 5.3 Customer recognises that the selection of content that is to be published on Publisher's platform is entirely at Publisher's discretion. Customer relinquishes all possible due claims towards Publisher resulting from Publisher's rejection to publish content, either entirely or partially, submitted by an Eligible Author.
- 5.4 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.

6. Eligible Articles

- 6.1 Article Types eligible for open access publishing under this Agreement:

20th Anniversary Article	Conference Report
AMC Technical Brief	Contents Pages
Analysis	Correction
Analytical Methods Committee	Cover
Application	Critical Review
Atomic Spectrometry Update	Discussion
Book Review	Edge Article
Chemistry Frontiers	Editorial
Comment (Hybrid Journal only)	Emerging Area
Commentary	Essay
Communication	Expression of Concern
Concise Article	Feature Article

Focus
 Forum
 Front and Back
 Frontier
 Highlight
 Hot off the Press
 In the Pipeline
 Letter
 Method
 Minireview
 Obituary
 Opinion

Paper
 Perspective
 Profile
 Research Article
 Retraction
 Review
 Technical Innovation
 Technical Note
 Tutorial Account
 Tutorial Review
 Viewpoint

7. Journal Flip

- 7.1 For clarification: in the event of a Hybrid Journal, as defined in Schedule A of the Agreement, is converted to a fully open access journal during the course of the Agreement, publishing in these journals should remain covered by the agreement without additional costs. Reading access to such journal will still be possible according to Schedule A, Section A, Access years during Term.

8. Open Access Workflow Changes

- 8.1 Publisher agrees to communicate essential changes to the open access workflow to Customer upfront two (2) quarters.
- 8.2 KEMÖ and its members will continue its horizon scanning activities. New requirements may be agreed between the parties.