

CC-BY-NC Licence to Publish Agreement

This licence to publish agreement (hereinafter the **Agreement**) sets out the rights granted to the Royal Society of Chemistry (**RSC**) 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 by the Copyright Owner(s) to allow the RSC to publish the Article and Supplementary Material, as defined below. It also sets out the rights and warranties of the Copyright Owner(s). Publication is subject to the terms and conditions set out below.

- 1.1 By signing this Agreement, the Copyright Owner(s) will be deemed to have read and accepted the terms and conditions of the Agreement, confirm that all the authors are aware of the content of the Article at the time of submission, agree to grant the licence as detailed herein and confirm that they have the right to grant such licence.

Licensed rights granted to the RSC:

- 2.1 In consideration of the Copyright Owner(s) granting the RSC the rights in clause 2.2 (a) to (b), the RSC shall evaluate the Article for publication and publish the Article if it is appropriate to do so, within the RSC's sole discretion.
- 2.2 If the RSC publishes the Article under clause 2.1, the Copyright Owner(s) grant to RSC and its partners (clause 2.6), from the date of acceptance of the Article for publication and for the full term of any copyright and database rights in the Article (including all renewals, extensions and reversions), the non-exclusive rights to :
- (a) edit, adapt, publish, reproduce, distribute, display, and store the Article in all forms, formats, and media whether now known or hereafter developed (including but without limitation in print, digital or electronic form) throughout the world, and
 - (b) translate the Article into other languages, create adaptations, summaries or extracts of the Article or other derivative works based on the Article and exercise all of the rights set forth in (a) above in such translations, adaptations, summaries, extracts, and derivative works.
- (subject to the remaining provisions of this clause 2 and clause 3)
- 2.3 The Copyright Owner(s) also grants to RSC all the same rights at clause 2.2 above, on a non-exclusive basis, for any Supplementary Material submitted with the Article (and published if RSC so decides).
- 2.4 If the RSC publishes the final version of the Article on its website, it shall do so without any barriers to access under the terms of a Creative Commons Attribution (CC-BY-NC) licence which allows for others to distribute, remix, tweak, and build upon the Article, for non-commercial purposes, as long as they credit the Copyright Owner(s) for the original creation.
- 2.5 The Copyright Owner shall promptly notify the RSC in writing if any government or public body or equivalent throughout the world (**Public Body**) is the owner of any rights or is the holder of any information contained in the Article or the Supplementary Material (**Public Information**). Notwithstanding anything to the contrary in the Agreement, the licences granted under clause 2.2 and clause 2.3 (**Licences**) shall only extend to such Public Information if and to the extent permissible by applicable laws or under licence from the Public Body (including, if applicable, on a non-exclusive basis). If reasonably required by the RSC, the Copyright Owner shall use reasonable endeavours to assist the RSC in obtaining the necessary permissions from the relevant Public Body for the RSC to publish the Article as anticipated under the Agreement.

- 2.6 Subject to clause 5, the licence and rights at clause 2.1, 2.2 and 2.3 above are freely transferable by RSC and include the right to sub-license without limitation. RSC may sell or distribute the Article and/or Supplementary Material within a journal, on its own, or with other related material.
- 2.7 If the journal in which the Article is to be published is published by RSC on behalf of any other organisation(s), or by RSC as part owner of, the licence and rights granted at clause 2.1, 2.2 and 2.3 above shall also be deemed granted to the other organisation(s).
- 2.8 If any third party infringes, or on reasonable grounds appears to be infringing, any intellectual property rights in the Article and/or Supplementary Material, and RSC is of the reasonable belief that this infringement will be prejudicial to or interfere with its business, RSC shall have the right to bring an action for infringement pursuant to section 101A of the Copyright, Designs and Patents Act 1988 (as amended, extended or re-enacted from time to time) or its equivalent legislation in any relevant jurisdiction. The RSC is hereby authorised by the Copyright Owner(s) independently to take such steps as RSC considers necessary or appropriate in respect of such infringement, including the institution and conduct of legal proceedings and any subsequent appeals. In doing so, RSC shall not be taken as acting as agent or acting in any way on behalf of the Copyright Owner(s). RSC shall bear all costs arising from taking such steps but shall be entitled to retain for its absolute benefit any damages, profits, costs or other amounts awarded or recovered in such proceedings.
- 2.9 The Copyright Owner(s) hereby consents to the inclusion of electronic links from the Article to third party material wherever it may be located.
- 2.10 The rights to any raw research data included in the Article are not covered by the Agreement.
- 2.11 Submission of the Article does not guarantee publication. If the Article is withdrawn, rejected, or not published, RSC shall notify the Copyright Owner(s) of this and the rights aforementioned in clause 2.2 shall not take effect, or if they have taken effect, shall terminate with immediate effect upon the RSC notifying the Copyright Owner(s) of the same. The RSC may need to retain a copy of the Article and Supplemental Material as a record (including via any contractor) but will do so only for as long as is reasonably required.
- 2.12 The Copyright Owner(s) agrees to be RSC's primary point of contact in respect of this Agreement. The Copyright Owner(s) shall be responsible for ensuring up to date contact details are provided to the RSC.

Copyright owner(s)' Rights

- 3.1 Ownership of the copyright remains with the Copyright Owner(s). The Copyright Owner(s) waives such of its rights as it may be necessary to waive in order for RSC to exercise any of the rights granted at clause 2 above, with the exception of the rights listed at clause 3.2 below which are reserved by the Copyright Owner(s) on its own behalf or for the benefit of (and exercisable by) them, and so are granted under clause 2 on a non-exclusive basis.
- 3.2 The Copyright Owner retains for itself and others acting on its behalf, a paid-up non-exclusive, irrevocable worldwide license in the Article and Supplementary Material to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly.
- 3.3 The RSC shall publish the Accepted Manuscript and the final version of the Paper (the final version replaces the Accepted Manuscript), on its website without any barriers to access under the terms of a Creative Commons Attribution (CC-BY NC) licence.
- 3.4 This licence lets others distribute, remix, tweak, and build upon the Work, non-commercially, as long as they credit the Owner for the original creation.
- (i) The Author(s) and others must attribute the first publication of the Work by the RSC (the forms of acknowledgement can be found in the author guidelines on the RSC's website).

- 3.5 The Copyright Owner must submit a written request to RSC for any use other than those specified at clause 3.2 above, including, but not limited to, reproduction in commercial publications, or as permitted by the licence under which the Article is published at clause 2.4.
- 3.6 All cases of republication/reproduction must be accompanied by an acknowledgement of first publication of the Article by RSC (the forms of acknowledgement can be found in the author guidelines on the RSC's website at <https://www.rsc.org/publishing/journals/processes-and-policies/licences-copyright-and-permissions>). The acknowledgement should also include a hyperlink to the Article on the RSC website.
- 3.7 In all cases of deposition there must be a link from the deposited version to the Version of Record on the RSC website.
- 3.8 The Copyright Owner and/or RSC may deposit the Supplementary Material corresponding to the Article in any repository, there being no embargo.

Copyright Owner Warranties

- 4.1 The Copyright Owner(s) warrants that:
- (a) where the Article and Supplementary Material is multi-authored, all individuals identified contributed to the Article and Supplementary Material and all individuals who contributed are named in the Article;
 - (b) the Copyright Owner has obtained written permissions from third party copyright owner(s) to grant the licence and rights to RSC as their agent on these terms and that all Copyright Owner(s) agree to the obligations herein. The Copyright Owner(s) will supply a copy of the same to RSC upon request; and
 - (c) if copyright in the Article is owned by any third party, whether an employer or third party to whom the Copyright Owner(s) has assigned rights, the Copyright Owner(s) have obtained written authorisation from such copyright owner to grant this licence to the RSC on their behalf as their agent. The Copyright Owner(s) will supply a copy of the same to RSC upon request.
- 4.2 The Copyright Owner(s) further warrants that:
- (a) the Article and Supplementary Material is the original work of the Copyright Owner(s) and has not been copied (in whole or in part) from any other work or matter or, if the Article and/or Supplementary Material includes excerpts of copyright work of persons other than the Copyright Owner(s), the Article and Supplementary Material is substantially the original work of the Copyright Owner(s) and all permissions as are necessary for the grant of the licence and rights to RSC herein have been obtained for use of such excerpts and all necessary credits to the sources have been included;
 - (b) the Article and Supplementary Material and the exercise of the licence and rights granted to RSC by the Agreement will in no way whatsoever infringe the intellectual property rights (including without limitation copyright, database rights, patent or trademark or other third party rights) of any person whatsoever or result in breach of any existing duty of confidentiality, or duty to respect privacy, or any other right (including any moral right) of any person or entity whatsoever or breach of any contract or of any law;
 - (c) the Article and the Supplementary Material do not contain anything which is defamatory, libellous or unlawful and that, to current scientific knowledge, all statements contained in the Article and the Supplementary Material purporting to be facts are true and any recipe, formula, instruction or equivalent contained in the Article will not, if followed accurately, cause any injury or damage to the user;

- (d) there are no conflicts of interest relating to the Article and Supplementary Material, except as disclosed;
 - (e) the Copyright Owner(s) has read and complied with the RSC guidelines: <https://www.rsc.org/publishing/journals/processes-and-policies/author-responsibilities/> and confirms that the Article has not been, and will not prior to publication by RSC be, published, with the exception of such deposition or presentation of the research in the manner listed at clause 3 above and which is in line with the RSC guidelines referred to above.
- 4.3 The Copyright Owner(s) shall be responsible for ensuring that the correct permissions and rights have been granted to them in writing from any other copyright owner as mentioned in clause 4 above, in order to submit the Article to the RSC and grant the RSC the rights detailed in clause 2.
- 4.4 All warranties and obligations set out in clauses 4.1; 4.2(a), 4.2(b), 4.2(c); and 4.3 are subject to clause 2.4 and, accordingly, do not extend to the Copyright Owner's dealings with Public Information contained in the Article or Supplementary Materials.

General

- 5.1 In exercising its rights and performing its obligations under the Agreement, each party shall comply with all applicable laws, rules and regulations of governmental entities having jurisdiction over such performance including but not limited to its obligations under the Data Protection Act 2018 and UK GDPR (as amended or updated from time to time) which arise in connection with the Agreement with regard to the use of personal data and its obligations under the Bribery Act 2010 (as amended).
- 5.2 RSC is entitled to assign its rights under the Agreement to any third party without the prior written consent of any other party to this Agreement.
- 5.3 No change or modification of the Agreement will be valid unless agreed by both parties in writing.
- 5.4 Failure or delay by RSC to exercise any right or remedy under the Agreement shall not be deemed to be a waiver of that right or remedy, or prevent RSC from exercising that or any other right or remedy on any occasion.
- 5.5 The Agreement shall be governed by English law and the parties submit for all purposes connected with the Agreement to the exclusive jurisdiction of the English courts.

SIGNED by the Owner or by someone duly authorised to sign for the Owner.

Signed:.....

Name:

Date:.....

Definitions

Article: all the material that comprises the article submitted to RSC pursuant to this Agreement, including but not limited to the abstract, tables, reference lists, figures, images, multimedia files that are directly embedded within the text, and the text itself. The Article does not include the Supplementary Material.

Copyright owner: as identified at the start of the Agreement, the individual, group or entity (or entities) that are the original legal owners of the copyright in

the Article and Supplementary Material (as applicable). This will usually be the author(s) of the article (whether sole or joint), but may also be an employer where that author created the Article and Supplementary Material in the course of their employment, or a third party where that third party has a vested interest in the Article or Supplementary Material such as funding any element of research or providing any services or supplies which contributed to the content of the Article or Supplementary Material;

Commercial Use:

includes without limitation:

- copying or downloading of documents, or linking to such postings, for further redistribution, sale or licensing, for a fee;
- copying, downloading or posting by a site or service that incorporates advertising with such content;
- inclusion or incorporation of document content in other works or services (other than for legally permitted quotations with an appropriate citation) that is then available for sale or licensing for a fee;
- use of documents or document content (other than for legally permitted quotations with appropriate citation) by organisations for any promotional or advertising purposes whether direct or indirect, whether for a fee or otherwise.
- use for the purposes of monetary reward by means of sale, resale, license, loan, hire transfer or other form of commercial exploitation.

Supplementary Material:

material that has been judged by peer review as being relevant to the understanding of the Article but too lengthy or of too limited interest for inclusion in the Article itself. Supplementary Material will be made available electronically only and may include data tables or sets, appendices, movie or audio clips, or other multimedia files.

Version of Record:

the final published version of the Article that is produced by the RSC after peer review, electronic production and other publisher value-added contributions such as copy-editing, formatting, technical enhancements and (if relevant) pagination.