

MATHSCINET DATABASE LICENCE AGREEMENT

THIS AGREEMENT is made between

EBSCO Publishing, whose registered office is at 10 Estes Street, Ipswich, MA 01938 USA ("Publisher")

AND **Russian National Public Library for Science and Technology**, a body incorporated under the law of Russian Federation and whose principle place of business is 3rd Khoroshevskaya str. 17, Moscow, 123298 Russian Federation ("Licensee")

RECITALS

WHEREAS the Publisher holds the rights granted under this Licence;

AND WHEREAS The Licensee is the executor providing access of Authorized Institutions (Russian Institutions) to MathSciNet Database as attached hereto in Schedule 3.

AND WHEREAS the parties are desirous of reaching agreement to make access to the MathSciNet Database available to authorised users of authorised institutions.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meanings:

"Acceptance of Sub-Licence Form" means the form as attached to the Sub-Licence Agreement.

"Authorised Institution" means an Institution that has completed the Acceptance of Sub-Licence Form attached to the Sub-Licence Agreement, for as long as such agreement remains in effect.

"Authorised Users" means a current member of staff of the Licensee; individuals who are authorised by an Authorised Institution to access the Authorised Institution's information services whether from a computer or terminal on the Authorised Institution's Secure Network, or off site via a modem link to a valid IP address on the Authorised Institution's Secure Network and who are affiliated to the Authorised Institution as a current student, faculty member or employee of the Authorised Institution or a contractor of the Authorised Institution; or an individual holding a valid library membership card and pin number issued by the Authorised Institution. Persons who are not a current student, faculty member or an employee of the Authorised Institution, but who are permitted to access the Secure Network from computer terminals or otherwise within the physical premises of the Authorised Institution. ["Walk-In Users"] are also deemed to be Authorised Users, only for the time they are within the physical premises of the Authorised Institution. Walk-In Users may not be given means to access the MathSciNet Database when they are not within the physical premises of the Authorised Institution. For the avoidance of doubt,

Walk-In Users may be given access to the MathSciNet Database by any wireless Secure Network. Walk-In Users are not allowed off-site access to the MathSciNet Database.

"Commercial Use"	means use of the MathSciNet Database for the purpose of monetary reward (whether by or for the Licensee or an Authorised User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the MathSciNet Database. For the avoidance of doubt, neither the recovery of direct cost by the Licensee from Authorised Users, nor use by the Licensee or Authorised Users of the MathSciNet Database in the course of research funded by a commercial organisation is deemed to constitute Commercial Use.
"Educational Purposes"	means for the purpose of education, teaching, non-commercial distance learning, private study and/or research.
"Fee"	means the fee set out in Schedule 1 hereto or in new Schedules to this Agreement which can be agreed by the parties from time to time. The fee shall be in line with any offer negotiated and agreed between the parties.
"Institution"	means an educational or research institution or any other institution located in Russia, for which the Licensee may provide support and/or services by law or under contract from time to time.
"MathSciNet Database "	means the database listed in Schedule 2 or in new Schedules to this Licence that may be agreed by the parties from time to time.
"Metadata"	means the textual information that describes the creation, content, or context of a part of the MathSciNet Database (e.g. date of creation, subject matter, location of digital file, ownership). Metadata refers to the metadata supplied by the Publisher to the Licensee and Institution and/or the metadata created by the Licensee, Institution and/or Authorised Users.
"Modifications"	means alterations, additions to, deletion from, manipulations and/or modifications of parts of the Metadata supplied by the Publisher
"Modify"	means to alter, add to, delete from, manipulate and/or modify parts of the Metadata.
"Library Premises"	means the physical premises of the library or libraries operated by an Authorised Institution.
"Secure Network"	means a network (whether a stand alone network or a virtual network within the Internet) which is only accessible to Authorised Users whose identities are authenticated by the Authorised Institution at the time of log-in and periodically thereafter consistent

with current best practice and whose conduct is subject to regulation by the Authorised Institution. A cache server or other server or network which can be accessed by unauthorised users is not a Secure Network for these purposes.

"Sub-Licence Agreement"

means such sub-licence as may from time to time be granted by the Licensee to Institutions for accessing the MathSciNet Database in the form as set out in Schedule 4.

1.2 Headings contained in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. AGREEMENT

2.1. The Publisher agrees to open access and permit use of MathSciNet Database in accordance with the terms and by means as provided by the Agreement. The Licensee agrees to pay the Fees to the Publisher as provided for by clauses of Schedule 1 hereto.2.2. The Licensee agrees:

2.2.1 to process the payment of the Fee to be paid to Publisher in accordance with the provisions of Schedule 1 and in consideration of the Fee allocated by the Licensee from the budget of State Contract and

2.2.2 to sub-licence the use of the MathSciNet Database to Institutions under the terms of this Agreement in consideration of the Fee to be paid to the Publisher in accordance with the provisions of Schedule 1.

3. GRANT OF LICENCE

3.1 The Publisher hereby grants to Licensee a non-exclusive licence to access and use the MathSciNetDatabase in accordance with the terms of Sub-Licence Agreement as attached hereto in Schedule 4 and the right to the Licensee to grant to any Authorized Institution which has signed the Acceptance of Sub-Licence Form a sub-licence to access and use the MathSciNet Database in accordance with the Sub-Licence Agreement as attached hereto in Schedule 4.

3.2 The Licensee agrees to only grant licences to access and use the MathSciNet Database to Authorised Institutions in accordance with the Sub-Licence Agreement as attached hereto in Schedule 4.

3.3 The Sub-Licence Agreement will allow access and use of the MathSciNet Database by Authorised Users throughout the term of such Agreement by means of a Secure Network and for Educational Purposes only.

4. RESPONSIBILITIES OF THE PUBLISHER

The Publisher shall:

4.1. provide access and allow use of the MathSciNet Database in accordance with the provisions as laid down in the Sub-Licence Agreement as attached hereto in Schedule 4;

4.2. make the MathSciNet Database available to the Authorised Institutions either from the Publisher's server or the server of a third party in the format and time schedule specified in Schedule 2;

4.3. provide for customer support services to Authorised Institutions and to their Authorised Users via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the MathSciNet Database;

- 4.4. provide electronic product documentation free of charge. The Publisher allows copies of all documentation to be made and distributed to Authorised Institutions provided it is either duplicated in full, or a proper ownership acknowledgement is included;
- 4.5. make available to the Licensee COUNTER-compliant usage statistics on a daily basis; and
- 4.6. use all reasonable efforts to meet the Open URL Standard (www.niso.org) to ensure that Authorised Users can discover the MathSciNet Database;
- 4.7. use all reasonable efforts to meet the W3C standards (www.W3.org) to ensure that the MathSciNet Database is accessible to all Authorised Users;
- 4.8. Provide the Licensee with full details of the MathSciNet Database in accordance with the most current KBART standard including but not limited to:
 - Title
 - Print Identifier (P-ISSN, P-ISBN)
 - Online Identifier (E-ISSN, E-ISBN)
 - Coverage Begin (MM-DD-YYYY)
 - Coverage End (MM-DD-YYYY)
 - Embargo (months)
 - Access Type (Free - Paid)

5. RESPONSIBILITIES OF THE LICENSEE

5.1 The Licensee shall:

5.1.1 use all reasonable efforts to ensure that the Authorised Institutions comply with the terms of the Sub-Licence Agreement. The Licensee will immediately on becoming aware of any unauthorised use or other breach notify the Publisher and take all reasonable steps to ensure that such activity ceases and to prevent any recurrence;

5.1.2 promote and publicise the availability of the MathSciNet Database to the Institutions;

5.1.3 require from those Institutions that wish to enter into a Sub-Licence Agreement to return to the Licensee or to a subscription agent appointed by the Licensee the Acceptance of Sub-Licence Form, duly completed and signed by the Institution;

5.1.4 promptly pass the details of such Institution to the Publisher and provide a copy of such signed agreement to the Publisher;

5.1.5 require the Authorised Institutions to provide lists of IP addresses to the Publisher and update those lists on a regular basis the frequency of which will be agreed by the parties from time to time.

6. USAGE DATA

6.1 The Publisher will provide usage data that conforms to the COUNTER Code of Practice. The Publisher and the Licensee shall be permitted or are permitted to enable a third party on its behalf to collect and distribute to Authorised Institutions and/or to the Licensee the data on the database usage by the Authorised Users. Such usage data shall be compiled in a manner consistent with the applicable privacy and data protection laws that may from time to time apply to the parties.

7. SECURITY

7.1 Access to the MathSciNet Database by Authorised Institutions and the Licensee is only permitted by means of a Secure Network and will be controlled through the use of IP addresses and/or passwords or by such other means as may be agreed by the parties from time to time.

8. PAYMENT

8.1 The Publisher will invoice the Licensee for the Fee payable and due at the address set out below:

8.2 The terms of payment to the Publisher are set out in Schedule 1 hereto.

9. TERM AND TERMINATION

9.1 The term of this Agreement will be applicable to the relations between the parties arising from January 1st, 2019, will commence at the date of signature and will remain in full force and effect until December 31, 2019 unless terminated earlier as provided for in this Clause 9.

9.2 Any party may terminate this Agreement at any time on the material or persistent breach by the other of any obligation on its part under this Agreement by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty days after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach forthwith by written notice to the other party.

9.3 Upon termination of this Agreement by the Publisher due to a material or persistent breach by the Licensee, the Publisher shall cease to authorise all on-line access to the MathSciNet Database by Authorised Institutions and Authorised Users. All rights under this Agreement and the Sub-Licence Agreement will be automatically terminated, except for such rights of action as will have accrued prior to such termination and any obligation which expressly or impliedly continue in force after such termination.

9.4 Upon termination of this Agreement by the Licensee due to a material or persistent breach by the Publisher, the Publisher will reimburse the Licensee a pro rata proportion of the then remaining Fee for the unexpired period of this Agreement.

9.5 Upon expiry of this Agreement, Metadata, Modifications and copies of parts of the MathSciNet Database made by the Licensee, Authorised Institution or Authorised Users may be retained. Such copies may be used after termination of this Licence subject to the terms of the Sub-Licence of this Agreement, which terms shall survive any termination of this Agreement.

10. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

10.1 Except as provided for in Clause 10.1, the Licensee acknowledges that all copyrights, patent rights, trademarks, database rights, trade secrets and other intellectual property rights relating to the MathSciNet Database, are the property of the Publisher or duly licensed to the Publisher and that this Agreement does not assign or transfer to the Licensee any right, title or interest therein except for the right to use the MathSciNet Database in accordance with the terms and conditions of this Agreement.

11. REPRESENTATION, WARRANTIES AND INDEMNIFICATION

11.1 The Publisher warrants to the Licensee that it is entitled to grant the licence in this Agreement and that the use of the MathSciNet Database as contemplated in this Agreement and the Sub-Licence Agreement will not infringe any copyright or other proprietary or intellectual property rights of any natural or legal person. The Publisher agrees that the Licensee shall have no liability and the Publisher will indemnify, defend and hold the Licensee harmless against any and all direct damages, liabilities, claims, causes of action, attorneys' fees and costs incurred by the Licensee or Authorised Institutions in defending against any third party claim of intellectual property rights infringements or threats of claims thereof with respect of the Licensee's and Authorised Institution's use of the MathSciNet Database, provided that: (1) the use of the MathSciNet Database has been in full compliance with the terms and conditions of this Agreement and the Sub-Licence Agreement; (2) the Licensee and/or Authorised Institution(s) provide the Publisher with prompt notice of any such claim or threat of claim; (3) the Licensee co-operates fully with the Publisher in the defence or settlement of such

claim; and (4) the Publisher has sole and complete control over the defence or settlement of such claim.

- 11.2 The Publisher reserves the right to change the content, presentation, user facilities or availability of parts of the MathSciNet Database and to make changes in any software used to make the MathSciNet Database available at their sole discretion. The Publisher will notify the Authorised Institutions of any substantial change to the MathSciNet Database.
- 11.3 While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the MathSciNet Database, the Publisher makes no representation and gives no warranty express or implied with regard to the information contained in or any part of the MathSciNet Database including (without limitation) the fitness of such information or part for any purposes whatsoever and the Publisher accepts no liability for loss suffered or incurred by the Authorised Institutions or Authorised Users as a result of their reliance on the MathSciNet Database.
- 11.4 In no circumstances will the Publisher be liable to the Licensee for any loss resulting from a cause over which the Publisher does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.
- 11.5 The Licensee agree to notify the Publisher immediately and provide full particulars in the event that it becomes aware of any actual or threatened claims by any third party in connection with any works contained in the MathSciNet Database. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the MathSciNet Database. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Agreement.
- 11.6 Nothing in this Agreement shall make the Licensee liable for breach of the terms of this Agreement by any Authorised Institution or Authorised User provided that the Licensee did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
- 11.7 The Licensee shall cause for Authorised Institutions to undertake to the Publisher that the Institution's computer system through which the MathSciNet Database will be used is configured, and procedures are in place, to prohibit access to the MathSciNet Database by any person other than an Authorised User, that it shall inform the Authorised Users about the conditions of use of the MathSciNet Database, and that during the term of this Agreement, Authorised Institutions will continue to make best efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.

12. FORCE MAJEURE

- 12.1 Either party's failure to perform any term or condition of this Agreement as result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities) ["Force Majeure"] shall not be deemed to be, or to give rise to, a breach of this Agreement.
- 12.2 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.

13. ASSIGNMENT

- 13.1 Save as permitted for under this Agreement, neither this Agreement nor any of the rights under it may be assigned by either party without obtaining the prior written consent of the other party. All the terms of this Agreement will be binding upon any permitted successor to any party.

14. GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1 This Agreement shall be governed by and construed in accordance with law of the Commonwealth of Massachusetts and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the Massachusetts courts.
- 14.2 Where the parties agree that a dispute arising out or in connection with this Agreement would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.
- 14.3 Any person to whom a reference is made under Clause 14.2 shall act as an expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.
- 14.4 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.
- 14.5 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

15. NOTICES

- 15.1 All notices required to be given under this Agreement shall be given in writing in English and sent by electronic mail, fax or first class registered or recorded delivery to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Agreement, and all such notices shall be deemed to have been received (a) 24 hours after successful transmission in the case of electronic mail or fax; (b) fourteen (14) days after the date of posting in the case of first class registered or recorded delivery:

if to the Licensee: Russian National Public Library for Science and Technology,
3rd Khoroshevskaya str. 17, Moscow, 123298 Russia
Tatiana Lyasnikova, Department of National subscription,
Tel. +7-495- 6989330
Email: tv1@gpntb.ru

if to the Publisher: Paul Donovan,
10, Estes Street, Ipswich, MA 01938 USA
phone 1-978-356-6500, fax 1-978-356-5640
pdonovan@epnet.com

16. GENERAL

- 16.1 This Agreement and its Schedules constitute the entire agreement between the parties relating to the MathSciNet Database and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.
- 16.2 The Schedules shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Schedules.

- 16.3 No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement
- 16.4 The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.
- 16.5 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

IN WITNESS the hands of the above parties on the date written below:

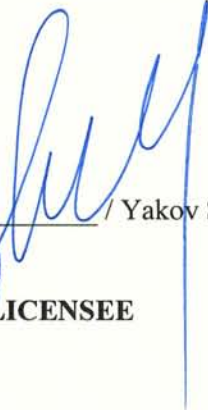
SIGNED by:



/ Vojislav Milovanovic/
Director of Sales, Central, Eastern and Southeast Europe
(Stamp)

for and on behalf of **EBSCO Publishing**

SIGNED by:



/ Yakov Shrayberg/
Director General
for and on behalf of **LICENSEE**



21.08. 2019

SCHEDULE 1: FEE

1. Cost of the License for access and use MathSciNet Database the period from January 1, 2019 till December 31, 2019
2. Access is to be set as follows:
 - Licensee provides Publisher with a list of Authorized Institutions in Schedule 3 hereto with the info on IP numbers;
 - Publisher provides access to the MathSciNet Database for the Authorized Institutions;
 - Licensee pays to the Publisher the Fee of the access to the MathSciNet Database during the term of the Agreement;
 - Licensee pays to the Publisher the Fee of the access to the MathSciNet Database during the term of the Agreement;
3. Once during the term of the Agreement a few Authorized Institutions can be changed for the new ones in the List of Authorized Institutions set force in Schedule 3 free of charge.
4. Access to new Authorized Institutions is to be set as follows:
 - Licensee provides Publisher with a list of excluded and new Authorized Institutions with the contact info, and the IP numbers of new Authorized Institutions
 - Publisher cuts access to the MathSciNet Database for the excluded Authorized Institutions and opens access to the MathSciNet Database for the new Authorized Institutions
5. Licensee shall pay the bank costs in Russia and the costs abroad shall be paid by the Publisher.
6. The parties establish the following terms of payment: The fee is due and payable within 60 days of receipt of an invoice for the fee from Publisher.
7. Bank details of Publisher:

Wells Fargo Bank, NA
420 Montgomery Street, San Francisco CA 94104
ABA Wire Routing # 121000248
ABA ACH Routing # 111015159
Swift # WFBIUS6S
EBSCO Publishing Inc. Account # 2000028313382
8. Bank details of Licensee:

UFK for Moscow (Federal Treasury Department for the city of Moscow)
(Russian National Public Library for Science and Technology),
Acc. 21736X58620,
Branch 1 of Moscow Main Territorial Department of:

SCHEDULE 2: MathSciNet DATABASE

The list of current journals and book series being covered is available at <http://www.ams.org/snhtml/annser.csv>

or <http://www.ams.org/msnhtml/serials.pdf>

MathSciNet® is an electronic publication offering access to a carefully maintained and easily searchable database of reviews, abstracts and bibliographic information for much of the mathematical sciences literature. Over 100,000 new items are added each year, most of them classified according to the Mathematics Subject Classification. Authors are uniquely identified (by their MR Author ID), enabling a search for publications by individual author rather than by name string. Continuing in the tradition of the paper publication, Mathematical Reviews (MR), which was first published in 1940, expert reviewers are selected by a staff of professional mathematicians to write reviews of the current published literature; over 80,000 reviews are added to the database each year. Extending the MR tradition, MathSciNet® contains almost 3 million items and over 1.7 million direct links to original articles. Bibliographic data from retrodigitized articles dates back to the early 1800s. Reference lists are collected and matched internally from approximately 550 journals, and citation data for journals, authors, articles and reviews is provided. This web of citations allows users to track the history and influence of research publications in the mathematical sciences.

SCHEDULE 3: AUTHORIZED INSTITUTIONS

1. For the period from January 1, 2019 till June 30, 2019 the access is to be granted to the following 43 institutions:

##	Site in English
1.	Library for Natural Sciences of RAS
2.	Russian Academy of Sciences Library
3.	Voronezh State University
4.	Russian National Public Library for Science and Technology
5.	State Public Scientific Technological Library of the Siberian Branch, Russian Academy of Sciences
6.	Institute of Astronomy of the Russian Academy of Sciences
7.	Marchuk Institute of Numerical Mathematics
8.	Lavrentyev Institute of Hydrodynamics SB RAS
9.	Space Research Institute
10.	Sobolev Institute of Mathematics SB RAS
11.	Ailamazyan Program Systems Institute of Russian Academy of Sciences
12.	Institute for Theoretical and Experimental Physics named by A.I. Alikhanov of National Research Centre "Kurchatov Institute"
13.	L.D. Landau Institute for Theoretical Physics RAS
14.	Kazan Federal University
15.	Steklov Mathematical Institute of Russian Academy of Sciences
16.	Moscow Aviation Institute (National Research University)
17.	Lomonosov Moscow State University
18.	Moscow institute of physics and technology (state university)
19.	Tomsk State University
20.	National Research University Higher School of Economics
21.	National Research University of Electronic Technology
22.	National Research Nuclear University "MEPhi"(Moscow Engineering Physics Institute)
23.	Novosibirsk State University
24.	Joint Institute for Nuclear Research
25.	Penza State Technological University
26.	Penza State University
27.	Peoples' Friendship University of Russia (PFUR)
28.	St Petersburg State University
29.	Saint-Petersburg National Research University of Information Technologies, Mechanics and Optics
30.	Peter the Great St.Petersburg Polytechnic University
31.	Reshetnev Siberian State University of Science and Technology
32.	Ural Federal University
33.	Federal Research Center "Computer Science and Control" of Russian Academy of Sciences
34.	Keldysh Institute of Applied Mathematics Russian Academy of Sciences

35.	Federal Research Center Institute of Applied Physics of the Russian Academy of Science
36.	Finance University under the Government of the Russian Federation
37.	Central Scientific Library of the Far Eastern Branch of the Russian Academy of Sciences
38.	Central Aerohydrodynamic Institute
39.	Chelyabinsk State University
40.	Chechen State University
41.	Ulianov Chunash State University
42.	South Ural State University (national research university)
43.	Yaroslavl state university

2. For the period **from July 1, 2019 till December 31, 2019** the access is to be granted to 53 Authorized Institutions.

##	Site in English
1.	Belgorod National Research University
2.	Library for Natural Sciences of RAS
3.	Russian Academy of Sciences Library
4.	Voronezh State University
5.	Russian National Public Library for Science and Technology
6.	State Public Scientific Technological Library of the Siberian Branch, Russian Academy of Sciences
7.	Far Eastern Federal University
8.	Institute of Astronomy of the Russian Academy of Sciences
9.	Marchuk Institute of Numerical Mathematics
10.	Lavrentyev Institute of Hydrodynamics SB RAS
11.	Space Research Institute
12.	N.N. Krasovskii Institute of Mathematics and Mechanics of the Ural Branch of the Russian Academy of Sciences
13.	Institute for Theoretical and Experimental Physics named by A.I. Alikhanov of National Research Centre "Kurchatov Institute"
14.	Kazan Federal University
15.	Komsomolsk-na-Amure State Technical University
16.	Steklov Mathematical Institute of Russian Academy of Sciences
17.	Moscow Aviation Institute (National Research University)
18.	Bauman Moscow State Technical University
19.	Lomonosov Moscow State University
20.	Moscow institute of physics and technology (state university)
21.	Lobachevsky State University of Nizhni Novgorod
22.	National University of Science and Technology MISIS
23.	Tomsk State University
24.	National Research Tomsk Polytechnic University
25.	National Research University Higher School of Economics
26.	National Research University of Electronic Technology
27.	National Research Nuclear University "MEPhi"(Moscow Engineering Physics Institute)
28.	Novosibirsk State University

29.	Joint Institute for Nuclear Research
30.	Penza State University
31.	Perm state university
32.	Perm National Research Polytechnic University
33.	Russian State Library (RSL)
34.	Gubkin Russian State University of Oil and Gas (National Research University)
35.	Peoples' Friendship University of Russia (PFUR)
36.	Samara National Research University
37.	St Petersburg State University
38.	Saint-Petersburg National Research University of Information Technologies, Mechanics and Optics
39.	Peter the Great St.Petersburg Polytechnic University
40.	Saratov State University
41.	North Eastern Federal University
42.	Siberian Federal University
43.	Tyumen State University
44.	Ural Federal University
45.	Federal Research Center "Computer Science and Control" of Russian Academy of Sciences
46.	Keldysh Institute of Applied Mathematics Russian Academy of Sciences
47.	Federal Research Center Institute of Applied Physics of the Russian Academy of Science
48.	Finance University under the Government of the Russian Federation
49.	Central Library of the Urals Branch of the Russian Academy of Sciences
50.	Central Aerohydrodynamic Institute
51.	Chelyabinsk State University
52.	South Ural State University (national research university)
53.	Yaroslavl state university

3. The total number of Authorized Institutions is not exceeding at any time the total number of Authorized Institutions that are listed in Schedule 3, i.e. 43 for the period from January 1st till June 30th and 53 for the period July 1st till December 31st.

SCHEDULE 4: SUB-LICENCE AGREEMENT

PUBLISHER ONLINE SUB-LICENCE AGREEMENT

Russian National Public Library for Science and Technology, a body incorporated under the law of Russian Federation and whose principle place of business is 3rd Khoroshevskaya str. 17, Moscow, 123298, Russian Federation (THE LIBRARY or Licensee)

OFFERS to you, the Institution, the permission to access and use the MathSciNet Database on the terms and conditions as set out in this Agreement. Upon completing and returning the enclosed Acceptance of Sub-Licence Form, your institution will become a non-exclusive Sub-Licensee of THE LIBRARY.

Acceptance shall be by delivery of a completed copy of the Acceptance of Sub-Licence Form attached hereto to THE LIBRARY. Acceptance shall be acceptance of all terms of this Sub-Licence. In the event that no or partial compliance is made as to the manner or form described for acceptance, no sub-licence will be granted and this offer is deemed withdrawn.

RECITALS

WHEREAS Publisher Online and all Intellectual Property Rights therein are owned by or licensed to Publisher ("PUBLISHER");

AND WHEREAS by the MathSciNet License Agreement between Publisher and THE LIBRARY, THE LIBRARY is permitted to sub-license the access and use of the MathSciNet Database to the Sub-Licensee in accordance with the terms of this Agreement.

THE LIBRARY AND THE INSTITUTION AGREE AS FOLLOWS:

1. DEFINITIONS

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

"Acceptance of Sub-Licence Form" means the form as attached to this Sub-Licence.

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

- a current student of the Institution (including undergraduates and postgraduates) or an alumni of the Institution;
- a member of staff of the Institution (whether permanent or temporary including retired members of staff and any teacher who teaches Authorised Users registered in the country where the Institution is located);
- a contractor of the Institution; or
- a Walk-In User.

Walk-In Users are persons who are allowed by the Institution to access its information services from computer terminals or otherwise within the physical premises of the Institution. For the avoidance of

doubt, Walk-In Users may be given access to the MathSciNet Database by any wireless Secure Network. Walk-In Users are not allowed off-site access to the MathSciNet Database.

"Commercial Use"	means use of the MathSciNet Database for the purpose of monetary reward (whether by or for the Institution or an Authorised User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the MathSciNet Database. For the avoidance of doubt, neither the recovery of direct cost by the Institution from Authorised Users, nor use by the Institution or Authorised Users of the MathSciNet Database in the course of research funded by a commercial organisation is deemed to constitute Commercial Use.
"Educational Purposes"	means use for the purpose of education, teaching, distance learning, private study and/or research.
"Institution"	An institution or organization that signs the Acceptance of Sub-Licence Form
"the MathSciNet Database "	means the database which is further described in Schedule 2 and any associated Metadata supplied by the Publisher.
"Metadata"	means the textual information that describes the creation, content, or context of a part of the MathSciNet Database (e.g. date of creation, subject matter, location of digital file, ownership). Metadata refers to the metadata supplied by the Publisher to the Licensee and Institution and/or the metadata created by the Institution and/or Authorised Users.
"Modifications"	means alterations, additions to, deletion from, manipulations and/or modifications of parts of the Metadata supplied by the Publisher
"Modify"	means to alter, add to, delete from, manipulate and/or modify parts of the Metadata.
"Secure Authentication"	means access to the MathSciNet Database by Internet Protocol ("IP") ranges, by a username and password provided by the Institution or by another means of authentication agreed between the Publisher and the Licensee.
"Secure Network"	means a network which is only accessible to Authorised Users by Secure Authentication.

2. SUB-LICENCE GRANT

- 2.1 THE LIBRARY hereby grants to the Institution a non-exclusive non-transferable Sub-licence to access and use the MathSciNet Database and to allow Authorised Users to access and use the MathSciNet Database on the terms and conditions as set out in this Sub-Licence via Secure Authentication and for Educational Purposes only.

3. PERMITTED USES

3.1 The Licensee is authorized to provide on-site access through the Sites to the Databases and Services to any Authorized User. The Licensee may not post passwords to the Databases or Services on any publicly indexed websites. The Licensee and Sites are authorized to provide remote access to the Databases only to their patrons as long as security procedures are undertaken that will prevent remote access by institutions, employees at non-subscribing institutions or individuals, that are not parties to this Agreement who are not expressly and specifically granted access by EBSCO. For the avoidance of doubt, if Licensee provides remote access to individuals on a broader scale than was contemplated at the inception of this Agreement then EBSCO may hold the Licensee in breach and suspend access to the Database(s). **Remote access to the Databases is permitted to patrons of subscribing institutions accessing from remote locations for personal, non-commercial use. However, remote access to the Databases or Services from non-subscribing institutions is not allowed if the purpose of the use is for commercial gain through cost reduction or avoidance for a non-subscribing institution.**

3.2 Licensee and Authorized Users agree to abide by the Copyright Act of 1976 as well as by any contractual restrictions, copyright restrictions, or other restrictions provided by publishers and specified in the Databases. Pursuant to these terms and conditions, the Licensee and Authorized Users may download or print limited copies of citations, abstracts, full text or portions thereof, provided the information is used solely in accordance with copyright law. Licensee and Authorized Users may not publish the information. Licensee and Authorized Users shall not use the Database as a component of or the basis of any other publication prepared for sale and will neither duplicate nor alter the Databases or any of the content therein in any manner, nor use same for sale or distribution. Licensee and Authorized Users may create printouts of materials retrieved through the Databases via online printing, offline printing, facsimile or electronic mail. All reproduction and distribution of such printouts, and all downloading and electronic storage of materials retrieved through the Databases shall be for internal or personal use. Downloading all or parts of the Databases in a systematic or regular manner so as to create a collection of materials comprising all or part of the Databases is strictly prohibited whether or not such collection is in electronic or print form. Notwithstanding the above restrictions, this paragraph shall not restrict the use of the materials under the doctrine of "fair use" as defined under the laws of the United States. Publishers may impose their own conditions of use applicable only to their content. Such conditions of use shall be displayed on the computer screen displays associated with such content. The Licensee shall take all reasonable precautions to limit the usage of the Databases to those specifically authorized by this Agreement.

3.3 Authorized Sites may be added or deleted from this Agreement as mutually agreed upon by EBSCO and Licensee.

3.4 Licensee agrees to comply with the Copyright Act of 1976, and agrees to indemnify EBSCO against any actions by Licensee that are not consistent with the Copyright Act of 1976.

3.5 The computer software utilized via EBSCO's Databases is protected by copyright law and international treaties. Unauthorized reproduction or distribution of this software, or any portion of it, is not allowed. User shall not reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the software, or create derivative works from the software.

3.6 The Databases are not intended to replace Licensee's existing subscriptions to content available in the Databases.

3.7 Licensee agrees not to include any advertising in the Databases .

4. RESTRICTIONS

4.1 Except where this Sub-Licence states otherwise, the Institution and Authorised Users may not:

4.1.1 use all or any part of the MathSciNet Database, Metadata and/or Modifications for any Commercial Use or for any purpose other than Educational Purposes unless the Publisher has given the Institution or an Authorised User permission in writing to do so;

4.1.2 remove, obscure or alter copyright notices, acknowledgments or other means of

identification or disclaimers other than Metadata;

- 4.1.3 alter, or adapt the MathSciNet Database (save for Metadata), except to the extent necessary to make it perceptible on a computer screen, or as otherwise permitted in this Licence. For the avoidance of doubt, no alteration of the words or their order is allowed;
- 4.1.4 display or distribute any part of the MathSciNet Database (save for Metadata and Modifications) on any electronic network, including the internet other than by a Secure Network;
- 4.1.5 make printed or electronic copies of multiple extracts of the MathSciNet Database for any purpose, beyond those authorised by this Licence; and

4.2 This Clause shall survive termination of this Sub-Licence for any reason.

5. RESPONSIBILITIES OF THE PUBLISHER

5.1 The Publisher shall:

- 5.1.1 provide access and allow use of the MathSciNet Database in accordance with the provisions as laid down in this Sub-licence;
- 5.1.2 make the MathSciNet Database available to the Institution and its Authorised Users either from the Publisher's server or the server of a third party;
- 5.1.3 provide for customer support services to the Institution and to Authorised Users via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the MathSciNet Database;
- 5.1.4 provide electronic product documentation free of charge. The Publisher allows copies of all documentation to be made provided it is either duplicated in full, or a proper ownership acknowledgement is included;
- 5.1.5 provide the Institution with fully COUNTER-compliant usage statistics;
- 5.1.6 use all reasonable efforts to meet the Open URL Standard (www.niso.org) to ensure that Authorised Users can discover the MathSciNet Database;
- 5.1.7 use all reasonable efforts to meet the W3C standards (www.W3.org) to ensure that the MathSciNet Database is accessible to all Authorised Users;

5.2 The Publisher reserves the right at any time to withdraw from the MathSciNet Database any item or part of an item:

- i) for which the Publisher no longer retains the right to publish; or
- ii) for which the Publisher has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

6. RESPONSIBILITIES OF THE INSTITUTION

6.1 The Institution shall:

- 6.1.1 use all reasonable efforts to ensure that Institutions are made aware of the terms of this Sub-Licence;
- 6.1.2 use all reasonable efforts to ensure that the Institutions comply with the terms of this Agreement. The Institution will immediately on becoming aware of any unauthorised

use or other breach notify THE LIBRARY and take all reasonable steps to ensure that such activity ceases and to prevent any recurrence;

- 6.1.3 provide THE LIBRARY with lists of valid IP addresses and update those lists on a regular basis the frequency of which will be agreed by the parties from time to time; and
- 6.1.4 undertake to the Publisher and THE LIBRARY that the Institution's computer system through which the MathSciNet Database will be used is configured, and procedures are in place, to prohibit access to the MathSciNet Database by any person other than an Authorised User, and that during the term of this Sub-Licence, the Institution will continue to make best efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.

7. TERM AND TERMINATION

- 7.1 The term of this Sub-Licence will commence upon the date of signature and will remain in full force and effect until December 31, 2019 unless terminated earlier as provided for in this Clause 7.
- 7.2 Any party may terminate this Sub-Licence at any time on the material or persistent breach by the other of any obligation on its part under this Sub-Licence by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty days after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach forthwith by written notice to the other party.
- 7.3 Upon termination of this Sub-Licence by THE LIBRARY due to a material or persistent breach by the Institution, THE LIBRARY shall cease to authorise all on-line access to the MathSciNet Database. All rights under this Sub-Licence will be automatically terminated, except for such rights of action as will have accrued prior to such termination and any obligation which expressly or impliedly continue in force after such termination.
- 7.4 Upon termination of this Licence, Metadata, Modifications and copies of parts of the Database made by the Institution or Authorised Users may be retained. Such copies may be used after termination of this Sub-Licence subject to the terms of Clauses 3 and 4 of this Sub-Licence, which terms shall survive any termination of this Licence.

8. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 8.1 Except as provided for in Clause 8.1, the Institution acknowledges that all copyrights, patent rights, trade marks, database rights, trade secrets and other intellectual property rights relating to the MathSciNet Database are the sole and exclusive property of Publisher or are duly licensed to the Publisher and that this Sub-Licence does not assign or transfer to the Institution any right, title or interest therein except for the right to use the MathSciNet Database in accordance with the terms and conditions of this Sub-Licence.

9. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

- 9.1 The Publisher warrants to THE LIBRARY that it is entitled to grant the licence in this Sub-Licence and that the use of the MathSciNet Database as contemplated in this Sub-Licence will not infringe any copyright or other proprietary or intellectual property rights of any natural or legal person. The Publisher agrees that THE LIBRARY and the Institution shall have no liability and the Publisher will indemnify, defend and hold THE LIBRARY and the Institution harmless against any and all direct damages, liabilities, claims, causes of action, legal fees and costs incurred by the Institution in defending against any third party claim of intellectual property rights infringements or threats of claims thereof with respect of the Institution's and Authorised Users use of the MathSciNet Database, provided that: (1) the use of the MathSciNet Database has been in full compliance with the terms and conditions of this

Licence; (2) the Licensee provides the Publisher with prompt notice of any such claim or threat of claim; (3) the Licensee co-operates fully with the Publisher in the defence or settlement of such claim; and (4) the Publisher has sole and complete control over the defence or settlement of such claim.

Licensee agrees to comply with the Copyright Act of 1976, and agrees to indemnify EBSCO against any actions by Licensee that are not consistent with the Copyright Act of 1976.

- 9.2 The Publisher reserves the right to change the content, presentation, user facilities or availability of parts of the MathSciNet Database and to make changes in any software used to make the MathSciNet Database available at their sole discretion. The Publisher will notify THE LIBRARY of any substantial change to the MathSciNet Database.
- 9.3 While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the MathSciNet Database, the Publisher makes no representation and gives no warranty express or implied with regard to the information contained in or any part of the MathSciNet Database including (without limitation) the fitness of such information or part for any purposes whatsoever and the Publisher accepts no liability for loss suffered or incurred by THE LIBRARY, the Institution or Authorised Users as a result of their reliance on the MathSciNet Database.
- 9.4 In no circumstances will the Publisher be liable to the Licensee for any loss resulting from a cause over which the Publisher does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.
- 9.5 The Institution agrees to notify THE LIBRARY immediately and provide full particulars in the event that it becomes aware of any actual or threatened claims by any third party in connection with any works contained in the MathSciNet Database. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the MathSciNet Database. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Licence.
- 9.6 The Institution represents to THE LIBRARY and the Publisher that its computer system through which the MathSciNet Database will be used is configured, and procedures are in place, to prohibit access to the MathSciNet Database by any person other than an Authorised User; that it shall inform Authorized Users about the conditions of use of the MathSciNet Database; and that during the term of this Sub-Licence, the Institution will continue to make all reasonable efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.

10. FORCE MAJEURE

- 10.1 Either party's failure to perform any term or condition of this Sub-Licence as a result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities) ["Force Majeure"] shall not be deemed to be, or to give rise to, a breach of this Licence.
- 10.2 If either party to this Sub-Licence is prevented or delayed in the performance of any of its obligations under this Sub-Licence 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.

11. ASSIGNMENT

- 11.1 Except as permitted for under this Licence, neither this Sub-Licence nor any of the rights under it may be assigned by either party without obtaining the prior written consent of the other party, such consent shall not unreasonably be withheld or delayed. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Sub-Licence and agrees to be bound to all the terms of this Licence.

12. GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1 This Sub-Licence shall be governed by and construed in accordance with law of the Commonwealth of Massachusetts and the parties irrevocably agree that any dispute arising out of or in connection with this Sub-Licence will be subject to and within the jurisdiction of the Massachusetts courts.
- 12.2 The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the Managing Director of the Publisher, General Director THE LIBRARY and current Director of the Institution. Where the parties agree that a dispute arising out of or in connection with this Sub-Licence would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.
- 12.3 Any person to whom a reference is made under Clause 12.2 shall act as expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.
- 12.4 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.

13. NOTICES

- 13.1 All notices required to be given under this Sub-Licence shall be given in writing in Russian and English and sent by electronic mail, fax or first class registered or recorded delivery to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Licence, and notices shall be deemed to have been received (a) 24 hours after successful transmission in the case of electronic mail or fax; (b) fourteen (14) days after the date of posting in the case of first class registered or recorded delivery:

if to THE LIBRARY:

Paul Donovan,
10, Estes Street, Ipswich, MA 01938 USA
phone 1-978-356-6500, fax 1-978-356-5640
pdonovan@epnet.com

if to Publisher

Elena Marinosyan, Department of National
subscription,
3rd Khoroshevskaya str. 17, Moscow,
123298, Russia
Tel. +7-495- 6989330
Email: marinosyan@gpntb.ru

If to the Sub-Licensee

[As stated in the Acceptance of Sub-Licence
Form]

14. GENERAL

- 14.1 This Sub-licence, its Schedules and Annexes constitute the entire agreement between the parties relating to the MathSciNet Database and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may

not be amended or modified except by agreement of both parties in writing.

- 14.2 The Schedules and Annexes shall have the same force and effect as if expressly set in the body of this Sub-Licence and any reference to this Sub-Licence shall include the Schedules.
- 14.3 No provision in this Sub-Licence is intended to be enforceable by a person who is not a party to this Licence.
- 14.4 The invalidity or unenforceability of any provision of this Sub-Licence shall not affect the continuation in force of the remainder of this Licence.
- 14.5 The rights of the parties arising under this Sub-Licence shall not be waived except in writing. Any waiver of any of a party's rights under this Sub-Licence or of any breach of this Sub-Licence by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Sub-Licence shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

SCHEDULE 1 - FEE

The Fee is covered by THE LIBRARY

SCHEDULE 2- MathSciNet DATABASE

The list of current journals and book series being covered is available at <http://www.ams.org/snhtml/annser.csv>

or <http://www.ams.org/msnhtml/serials.pdf>

MathSciNet® is an electronic publication offering access to a carefully maintained and easily searchable database of reviews, abstracts and bibliographic information for much of the mathematical sciences literature. Over 100,000 new items are added each year, most of them classified according to the Mathematics Subject Classification. Authors are uniquely identified (by their MR Author ID), enabling a search for publications by individual author rather than by name string. Continuing in the tradition of the paper publication, Mathematical Reviews (MR), which was first published in 1940, expert reviewers are selected by a staff of professional mathematicians to write reviews of the current published literature; over 80,000 reviews are added to the database each year. Extending the MR tradition, MathSciNet® contains almost 3 million items and over 1.7 million direct links to original articles. Bibliographic data from retrodigitized articles dates back to the early 1800s. Reference lists are collected and matched internally from approximately 550 journals, and citation data for journals, authors, articles and reviews is provided. This web of citations allows users to track the history and influence of research publications in the mathematical sciences.

SUB-LICENCE AGREEMENT

ACCEPTANCE OF SUB-LICENCE FORM

The Sub-Licensee hereby accepts and agrees to the terms and conditions of this Sub-Licence and its Schedules.

Name of Sub-Licensee (name of institution):

.....

Full postal address of Sub-Licensee:

.....

IP addresses:

No.	Library Premise(s)	Contact person	Address	IP addresses/passwords
1.				
2.				
3.				
4.				
5.				

Telephone:

Fax:.....

E-mail:.....

Signature:.....

Signed by:

Position:.....

Date:.....

Contact persons for PUBLISHER support and communications regarding the administration of the Agreement

Primary contact for Sub-Licensee:

Dept:.....

Phone No:..... Fax No:

E-mail Address:.....

Deputy contact for Sub-Licensee:

Dept:.....

Phone No:..... Fax No:

E-mail Address:.....

Note: any changes to these contact details must be notified to THE LIBRARY in writing.

Please sign two copies of this form and fax or post one original copy to:

Russian National Public Library for Science and Technology, Department of National subscription,
3rd Khoroshevskaya str. 17, Moscow, 123298, Russia

and retain **one** original copy for institutional records.