

PROQUEST LLC
-and-
Russian National Public Library for Science and Technology

**PROQUEST DISSERTATIONS AND THESES DATABASE GLOBAL LICENSE AGREEMENT
2019**

THIS AGREEMENT

BETWEEN: **PROQUEST LLC** with offices at E. Eisenhower Parkway, Ann Arbor, MI 48106-1346 USA ("**Licensor**"),

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

RECITALS

WHEREAS the Licensor holds the rights granted under this License;

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

AND WHEREAS the parties are desirous of reaching agreement to make access to the PROQUEST DATABASE available to authorized users of authorized institutions.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

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

- "Acceptance of Sub-License Form" means the form as attached to the Sub-License Agreement.
- "Authorized Institution" means an Institution that has completed the Acceptance of Sub-License Form attached to the Sub-License Agreement, for as long as such agreement remains in effect.
- "Authorized Users" means a current member of staff of the Licensee; individuals who are authorized by an Authorized Institution to access the Authorized Institution's information services whether from a computer or terminal on the Authorized Institution's Secure Network, or off site via a modem link to a valid IP address on the Authorized Institution's Secure Network and who are affiliated to the Authorized Institution as a current student, faculty member or employee of the Authorized Institution or a contractor of the Authorized Institution; or an individual holding a valid library membership card and pin number issued by the Authorized Institution. Persons who are not a current student, faculty member or an employee of the Authorized Institution, but who are permitted to access the Secure Network from computer terminals or otherwise within the physical premises of the Authorized Institution. ["Walk-In Users"] are also deemed to be Authorized Users, only for the time they are within the physical premises of the Authorized Institution. Walk-In Users may not be given means to access the PROQUEST DATABASE when they are not within the physical premises of the Authorized Institution. For the avoidance of doubt, Walk-In Users may be given access to the PROQUEST

DATABASE by any wireless Secure Network. Walk-In Users are not allowed off-site access to the PROQUEST DATABASE.

- "Commercial Use" means use of the PROQUEST DATABASE for the purpose of monetary reward (whether by or for Licensee or an Authorized User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the PROQUEST DATABASE. For the avoidance of doubt, neither the recovery of direct cost by Licensee from Authorized Users, nor use by Licensee or Authorized Users of the Licensed Work in the course of research funded by a commercial organization is deemed to constitute Commercial Use.
- "Educational Purposes" means for the purpose of education, teaching, non-commercial distance learning, private study 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.
- "PROQUEST DATABASE" means database listed in Schedule 2 or in new Schedules to this License that may be agreed by the parties from time to time.
- "Library Premises" means the physical premises of the library or libraries operated by an Authorized Institution.
- "Secure Network" means a network (whether a stand-alone network or a virtual network within the Internet) which is only accessible to Authorized Users whose identities are authenticated by the Authorized Institution at the time of log-in and periodically thereafter consistent with current best practice and whose conduct is subject to regulation by the Authorized Institution. A cache server or other server or network which can be accessed by unauthorized users is not a Secure Network for these purposes.
- "Sub-License Agreement" means such sub-license as may from time to time be granted by the Licensee to Institutions for accessing the PROQUEST 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.
- 1.4 Part of the text of this Agreement is shown in English and Russian. In the event of any question of interpretation or any conflict of meaning of such parts of the Agreement, the text in English will prevail.

2. AGREEMENT

- 2.1 The Publisher agrees to open access and permit use of PROQUEST 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 here to.
- 2.2 The Licensee agrees:
 - 2.2.1 to process the payment of the Fee to be paid to Licensor 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-license the use of the PROQUEST DATABASE to Institutions under the terms of this Agreement in consideration of the Fee to be paid to the Licensor in accordance with the provisions of Schedule 1.

3. GRANT OF LICENCE

- 3.1 The Licensor hereby grants to the Licensee a non-exclusive license to access and use the PROQUEST DATABASE in accordance with terms of the Sub-License 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-License Form a sub-license to access and use the PROQUEST DATABASE in accordance with the Sub-License Agreement as attached hereto in Schedule 4.
- 3.2 The Licensee agrees to only grant licenses to access and use the PROQUEST DATABASE to Authorized Institutions in accordance with the Sub-License Agreement as attached hereto in Schedule 4.
- 3.3 The Sub-License Agreement will allow access and use of the PROQUEST DATABASE by Authorized Users throughout the term of such Agreement by means of a Secure Network and for Educational Purposes only.

4. RESPONSIBILITIES OF THE LICENSOR

The Licensor shall:

- 4.1 provide access and allow use of the PROQUEST DATABASE in accordance with the provisions as laid down in the Sub-License Agreement as attached hereto in Schedule 4;
- 4.2 make the PROQUEST DATABASE available to the Authorized Institutions either from the Licensor'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 Authorized Institutions and to their Authorized Users via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the PROQUEST DATABASE;
- 4.4 provide electronic product documentation free of charge. The Licensor allows copies of all documentation to be made and distributed to Authorized Institutions provided it is either duplicated in full, or a proper ownership acknowledgement is included;
- 4.5 provide the Licensee with access to fully COUNTER-compliant usage statistics (www.projectcounter.org);
- 4.6 implement the Standardized Usage Statistics Harvesting Initiative (SUSHI) protocol (www.niso.org/workrooms/sushi);
- 4.7 use all reasonable efforts to meet the W3C standards (www.w3.org/WAI/Resources/#in and www.jisc-collections.ac.uk/Guide-for-Publishers/industry_standards/Accessibility-standards) to ensure that the PROQUEST DATABASE is accessible to all Authorized Users;
- 4.8 use all reasonable efforts to meet the Open URL Standard (www.niso.org/kst/reports/standards?step=2&gid=&project_key=d5320409c5160be4697dc046613f71b9a773cd9e) to ensure that Authorized Users can discover the PROQUEST DATABASE;

5. RESPONSIBILITIES OF THE LICENSEE

The Licensee shall:

- 5.1 use all reasonable efforts to ensure that the Authorized Institutions comply with the terms of the Sub-License Agreement. The Licensee will immediately on becoming aware of any unauthorized use or other breach notify the Licensor and take all reasonable steps to ensure that such activity ceases and to prevent any recurrence;
- 5.2 promote and publicize the availability of the PROQUEST DATABASE to the Institutions;
- 5.3 require from those Institutions that wish to enter into a Sub-License Agreement to return to the Licensee or to a subscription agent appointed by the Licensee the Acceptance of Sub-License Form, duly completed and signed by the Institution;
- 5.4 promptly pass the details of such Institution to the Licensor and provide a copy of such signed agreement to the Licensor;
- 5.5 require the Authorized Institutions to provide lists of IP addresses to the Licensor and update those lists on a regular basis the frequency of which will be agreed by the parties from time to time.
- 5.6 in the event of expiration or termination, Licensee may retain indefinitely materials delivered to it prior to termination of this agreement provided that Licensee continue to observe its obligations with respect to security and restrictions on use.

6. USAGE DATA

- 6.1 The Licensor will provide access to usage data that conforms to the COUNTER Code of Practice. The Licensor and the Licensee shall be permitted or are permitted to enable a third party on its behalf to collect and distribute to Authorized Institutions and/or to the Licensee the data on the database usage by the Authorized 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 PROQUEST DATABASE by Authorized 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 terms of payment to the Licensor are set out in Schedule 1 hereto.
- 8.2 The Licensor will invoice the Licensee for the Fee payable and due at the address set out below:

Russian National Public Library for Science and Technology,
3rd Khoroshevskaya str. 17, Moscow, 123298 Russia
Attn. Yakov Shrayberg, Director General

9. TERM AND TERMINATION

- 9.1 The term of this Agreement will commence to the date of signature and will remain in full force and effect until December 31 2019, and shall apply to the legal relations arising from January 1 2019, unless terminated earlier as provided for in this Cause 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 Licensor due to a material or persistent breach by the Licensee, the Licensor shall cease to authorize all on-line access to the PROQUEST DATABASES by Authorized Institutions and Authorized Users. All rights under this Agreement and the Sub-License 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 Licensor, the Licensor will reimburse the Licensee a pro rata proportion of the then remaining Fee for the unexpired period of this Agreement.
- 9.5 Acceptance of the unlimited access to the PROQUEST DATABASE shall be the date of the License granted to Licensee by Licensor under this Agreement.

10. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 10.1 Except as provided for in Clauses 10.1 and 10.2, the Licensee acknowledges that all copyrights, patent rights, trademarks, database rights, trade secrets and other intellectual property rights relating to the PROQUEST DATABASE, are the property of the Licensor or duly licensed to the Licensor 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 PROQUEST DATABASE in accordance with the terms and conditions of this Agreement.

11. REPRESENTATION, WARRANTIES AND INDEMNIFICATION

- 11.1 The Licensor warrants to the Licensee that it is entitled to grant the license in this Agreement and that the use of the PROQUEST DATABASE as contemplated in this Agreement and the Sub-License Agreement will not infringe any copyright or other proprietary or intellectual property rights of any natural or legal person. The Licensor agrees that the Licensee shall have no liability and the Licensor 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 Authorized 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 Authorized Institution's use of the PROQUEST DATABASE, provided that: (1) the use of the PROQUEST DATABASE has been in full compliance with the terms and conditions of this Agreement and the Sub-License Agreement; (2) the Licensee and Authorized Institution(s) provide the Licensor with prompt notice of any such claim or threat of claim; (3) the Licensee co-operates fully with the Licensor in the defense or settlement of such claim; and (4) the Licensor has sole and complete control over the defense or settlement of such claim.
- 11.2 The Licensor reserves the right to change the content, presentation, user facilities or availability of parts of the PROQUEST DATABASE and to make changes in any software used to make the PROQUEST DATABASE available at their sole discretion. The Licensor will notify the Authorized Institutions of any substantial change to the PROQUEST DATABASE.
- 11.3 While the Licensor has no reason to believe that there are any inaccuracies or defects in the information contained in the PROQUEST DATABASE, the Licensor makes no representation and gives no warranty express or implied with regard to the information contained in or any part of the PROQUEST DATABASE including (without limitation) the fitness of such information or part for any purposes whatsoever and the Licensor accepts no liability for loss suffered or incurred by the Authorized Institutions or Authorized Users as a result of their reliance on the PROQUEST DATABASE.
- 11.4 In no circumstances will the Licensor be liable to the Licensee for any loss resulting from a cause over which the Licensor does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, or operator errors.
- 11.5 The Licensee agrees to notify the Licensor 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 PROQUEST DATABASE. It is expressly agreed that upon such notification, or if the Licensor becomes aware of such a claim from other sources, the Licensor may remove such work(s) from the PROQUEST 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 Authorized Institution or Authorized 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 Authorized Institutions to undertake to the Licensor that the Institution's computer system through which PROQUEST DATABASE will be used is configured, and procedures are in place, to prohibit access to the PROQUEST DATABASE by any person other than an Authorized User, that it shall inform the Authorized Users about the conditions of use of the PROQUEST DATABASE, and that during the term of this Agreement, Authorized Institutions will continue to make best efforts to bar non-permitted access and to convey appropriate use information to its Authorized 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. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, United States of America 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 Michigan courts.
- 13.2 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.
- 13.3 Any person to whom a reference is made under Clause 13.2 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.
- 13.4 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.
- 13.5 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.

14. NOTICES

- 14.1 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 Licensor: ProQuest LLC
E. Eisenhower Parkway


Ann Arbor, MI 48106-1346 USA
Attn: General Counsel

15. GENERAL

- 15.1 This Agreement and its Schedules constitute the entire agreement between the parties relating to the PROQUEST 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.
- 15.2 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.
- 15.3 No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement.
- 15.4 The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.
- 15.5 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 first above written: -

SIGNED by:


_____/ Hugh Tomlinson/
Senior Manager, International Bids & Contracts/Pricing,
PROQUEST LLC

SIGNED by:


_____/ Yakov Shrayberg/
Director General
for and on behalf of Licensee



09.10.2019

SCHEDULE 1: FEE

1. Cost of a non-exclusive License to access and use PROQUEST DA T ABASE for the period **from January 1, 2019 till December 31, 2019**
2. Access is to be set as follows:
 - Licensee provides Licensor with a list of Authorized Institutions in Schedule 3 hereto with the info on IP numbers;
 - Licensor provides access to the PROQUEST DATABASE for the Authorized Institutions;
 - Licensee pays to the Licensor the Fee of the access to the PROQUEST 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 Licensor with a list of excluded and new Authorized Institutions with the contact info, and the IP numbers of new Authorized Institutions;
 - Licensor cuts access to the PROQUEST DATABASE for the excluded Authorized Institutions and opens access to the PROQUEST DT DATABASE for the new Authorized Institutions;
5. Licensee can collect Fee from Authorized Institutions, Ministries and other funds.
6. Licensee shall pay the bank costs in Russia and the costs abroad shall be paid by the Licensor.
7. The parties establish the following terms of payment: The fee is due and payable within 30 days of receipt of an invoice for the fee from Licensor.
8. Bank details of Licensor:

U.S. Dollars – Wire instructions to our depository account
Bank of America
12099 Rockville Pike
Rockville, MD 20852
ABA Routing No: 026009593
SWIFT Code: BOFAUS3N
For the account of: ProQuest LLC
Account #: 446011658131

9. 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,
The Main Brach of the Bank of Russia for the Central Federal District
Beneficiary account: 40501810845252000079

SCHEDULE 2: PROQUEST DATABASE

The databases, which are in online access: **ProQuest Dissertations and Theses Global**

<http://www.proquest.com/products-services/pqdtglobal.html>

SCHEDULE 3: AUTHORIZED INSTITUTIONS

1. For the period from January 1, 2019 till December 31, 2019 the access is to be granted to following institutions:

№№	Name of institution	Access period
1	Arctic and Antarctic Research Institute	01.01.2019-30.06.2019
2	Immanuel Kant Baltic Federal University	01.01.2019-31.12.2019
3	Bashkir State University	01.07.2019-31.12.2019
4	Russian Academy of Sciences Library	01.01.2019-31.12.2019
5	Bratsk state university	01.01.2019-30.06.2019
6	Voronezh state University	01.07.2019-31.12.2019
7	Margarita Rudomino All-Russia State Library for Foreign Literature	01.01.2019-31.12.2019
8	State historical public library of Russia	01.07.2019-31.12.2019
9	Russian National Public Library for Science and Technology	01.01.2019-31.12.2019
10	State Public Scientific Technological Library of the Siberian Branch, Russian Academy of Sciences	01.01.2019-31.12.2019
11	Dagestan State University	01.01.2019-31.12.2019
12	Far Eastern Federal University	01.01.2019-31.12.2019
13	Institute of Monitoring of Climatic and Ecological Systems, Siberian Branch of the Russian Academy of Sciences	01.01.2019-31.12.2019
14	Vavilov Institute of General Genetics	01.01.2019-30.06.2019
15	Institute of High Current Electronics, Siberian Branch, Russian Academy of Sciences	01.01.2019-30.06.2019
16	Institute of Theoretical and Experimental Biophysics, RAS	01.01.2019-31.12.2019
17	Irkutsk National Research Technical University	01.01.2019-31.12.2019
18	Kazan Federal University	01.01.2019-31.12.2019
19	Kazan National Research Technical University named after A.N. Tupolev - KAI	01.01.2019-31.12.2019
20	Moscow Aviation Institute (National Research University)	01.07.2019-31.12.2019
21	Moscow State Institute of International Relations (University) of the Ministry of Foreign Affairs Russian Federation	01.01.2019-31.12.2019
22	Moscow State University of Psychology & Education	01.07.2019-31.12.2019
23	Bauman Moscow State Technical University	01.07.2019-31.12.2019
24	Moscow State University of Technology "STANKIN"	01.01.2019-30.06.2019
25	Lomonosov Moscow State University	01.01.2019-31.12.2019
26	Moscow State University of Education	01.07.2019-31.12.2019
27	Moscow State University of Civil Engineering	01.01.2019-31.12.2019
28	National University of Science and Technology "MISiS"	01.01.2019-31.12.2019

29	Tomsk State University	01.01.2019-31.12.2019
30	National Research Tomsk Polytechnic University	01.07.2019-31.12.2019
31	National Research University Higher School of Economics	01.01.2019-31.12.2019
32	National Research University of Electronic Technology	01.01.2019-31.12.2019
33	National Research University "Moscow Power Engineering Institute"	01.07.2019-31.12.2019
34	National Research Centre "Kurchatov Institute"	01.07.2019-31.12.2019
35	National Research Nuclear University MEPhI (Moscow Engineering Physics Institute)	01.07.2019-31.12.2019
36	Research Center for Obstetrics, Gynecology and Perinatology	01.01.2019-31.12.2019
37	Omsk State Technical University	01.01.2019-31.12.2019
38	Orenburg State University	01.01.2019-31.12.2019
39	I.M. Sechenov First Moscow State Medical University	01.07.2019-31.12.2019
40	Perm State University	01.01.2019-31.12.2019
41	Perm National Research Politechnic University	01.01.2019-31.12.2019
42	Perm Federal Research Centre Ural Branch of the Russian Academy of Sciences	01.01.2019-31.12.2019
43	Russian Presidential Academy of National Economy and Public Administration	01.01.2019-31.12.2019
44	Russian State Library	01.01.2019-31.12.2019
45	National Library of Russia	01.01.2019-31.12.2019
46	Russian State University for the Humanities	01.01.2019-31.12.2019
47	Herzen State Pedagogical University of Russia	01.01.2019-31.12.2019
48	Gubkin Russian State University of Oil and Gas (National Research University)	01.01.2019-30.06.2019
49	Peoples' Friendship University of Russia (PFUR)	01.01.2019-31.12.2019
50	D.Mendeleev University of Chemical Technology of Russia	01.01.2019-31.12.2019
51	Samara National Research University	01.07.2019-31.12.2019
52	Saint Petersburg Electrotechnical University LETI	01.07.2019-31.12.2019
53	Saint Petersburg National Research Academic University of the Russian Academy of Sciences	01.07.2019-31.12.2019
54	Saint-Petersburg National Research University of Information Technologies, Mechanics and Optics	01.01.2019-31.12.2019
55	Peter the Great St.Petersburg Polytechnic University	01.01.2019-31.12.2019
56	Saratov State University	01.01.2019-31.12.2019
57	Northern Arctic Federal University	01.01.2019-31.12.2019
58	North-Caucasus Federal University	01.01.2019-31.12.2019
59	Siberian Federal University	01.07.2019-31.12.2019
60	Special Astrophysical Observatory of the Russian Academy of Sciences	01.07.2019-31.12.2019

61	Tomsk National Research Medical Center of the Russian Academy of Sciences	01.01.2019-30.06.2019
62	Tyumen State University	01.07.2019-31.12.2019
63	Ulyanovsk State University	01.01.2019-31.12.2019
64	Ural Federal University	01.01.2019-31.12.2019
65	Ufa State Aviation Technical University	01.01.2019-31.12.2019
66	Federal Research Center "Krasnoyarsk Science Center" of the Siberian Branch of the Russian Academy of Sciences	01.01.2019-30.06.2019
67	Federal Research Center The Southern Scientific Centre of the Russian Academy of Sciences	01.01.2019-30.06.2019
68	Federal Scientific Research Centre "Crystallography and Photonics" of Russian Academy of Sciences	01.01.2019-30.06.2019
69	Federal Research and Clinical Center of Physical-Chemical Medicine	01.07.2019-31.12.2019
70	Karelian Research Center of the Russian Academy of Sciences	01.01.2019-31.12.2019
71	Central Scientific Library of the Far Eastern Branch of the Russian Academy of Sciences	01.01.2019-31.12.2019
72	Federal Research Center Institute of Cytology and Genetics, Siberian Branch of the Russian Academy of Sciences	01.01.2019-31.12.2019
73	Central Agricultural Library	01.07.2019-31.12.2019
74	Research institute of robotics and technical cybernetics (RTC)	01.07.2019-31.12.2019
75	Lobachevsky State University of Nizhni Novgorod	01.07.2019-31.12.2019
76	Southern Federal University	01.07.2019-31.12.2019
77	Yaroslavl state university	01.07.2019-31.12.2019

SCHEDULE 4: SUB-LICENSING AGREEMENT

LICENSOR ONLINE SUB-LICENSE AGREEMENT

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

OFFERS to you, the Institution, the permission to access and use the PROQUEST DISSERTATIONS AND THESES DATABASE ("PROQUEST DATABASE") on the terms and conditions as set out in this Agreement. Upon completing and returning the enclosed Acceptance of Sub-License 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-License Form attached hereto to THE LIBRARY.

Acceptance shall be acceptance of all terms of this Sub-License. In the event that no or partial compliance is made as to the manner or form described for acceptance, no sub-license will be granted and this offer is deemed withdrawn.

RECITALS

WHEREAS PROQUEST DISSERTATIONS AND THESES and all Intellectual Property Rights therein are owned by or licensed to Licensor ("Licensor");

AND WHEREAS THE LIBRARY is permitted to sub-license the access and use of the PROQUEST 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-License, the following expressions shall have the following meanings:

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

"Authorized Users" means an individual who is authorized 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);
- a member of staff of the Institution (whether permanent or temporary including retired members of staff and any teacher who teaches Authorized 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 PROQUEST DATABASE by any wireless Secure Network. Walk-In Users are not allowed off-site access to the PROQUEST DATABASE.

"Commercial Use" means use of the PROQUEST DATABASE for the purpose of monetary reward (whether by or for the Institution or an Authorized

User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the PROQUEST DATABASE. For the avoidance of doubt, neither the recovery of direct cost by the Institution from Authorized Users, nor use by the Institution or Authorized Users of the PROQUEST DATABASE in the course of research funded by a commercial organization is deemed to constitute Commercial Use.

"Educational Purposes"	means use for the purpose of education, teaching, distance learning, private study and/or research.
"Fee"	means the fee for the Sub-License for access and use of the PROQUEST DATABASE.
"Institution"	An institution or organization that signs the Acceptance of Sub-License Form.
"PROQUEST DATABASE"	means the product(s)/material/ebooks which is further described in Schedule 1.
"Secure Authentication"	means access to the PROQUEST DATABASE by Internet Protocol ("IP") ranges, by a username and password provided by the Institution or by another means of authentication agreed between the Licensor and the Licensee.
"Secure Network"	means a network which is only accessible to Authorized Users by Secure Authentication.

2. LICENSE GRANT

- 2.1 THE LIBRARY hereby grants to the Institution a non-exclusive non-transferable license to access and use the PROQUEST DATABASE and to allow Authorized Users to access and use the PROQUEST DATABASE on the terms and conditions as set out in this Sub-License via Secure Authentication and for Educational Purposes only.

3. PERMITTED USES

- 3.1 This Sub-License permits the Institution for Educational Purposes only to:
- 3.1.1 provide Authorized Users with integrated access and an integrated article author, article title and keyword index to the PROQUEST DATABASE;
 - 3.1.2 provide single printed or electronic copies of single articles at the request of individual Authorized Users; for the avoidance of doubt, this sub-clause shall include the distribution of a copy for teaching purposes to each individual student Authorized User in a class at the Authorized Institution;
 - 3.1.3 supply to an authorized user of a non-commercial library located in the same country as the Institution (whether by post, fax or secure electronic transmission provided the electronic file is deleted immediately after printing) a single paper copy of an electronic original of an individual document;
 - 3.1.4 provide single printed or electronic copies of single articles at the request of individual Authorized Users;
 - 3.1.5 display, download and print reasonable parts of the PROQUEST DATABASE for the purpose of promoting or testing the PROQUEST DATABASE or for training Authorized Users;
 - 3.1.6 make and distribute copies of training material as may be required for the purpose of using the PROQUEST DATABASE in accordance with this Licence;
 - 3.1.7 Section removed.
 - 3.1.8 allow Authorized Users for non-Commercial Purposes only to:

- 3.1.8.1 access the PROQUEST DATABASE by Secure Authentication in order to search, retrieve, display and view the PROQUEST DATABASE;
- 3.1.8.2 Section removed.
- 3.1.8.3 electronically save reasonable parts of the PROQUEST DATABASE;
- 3.1.8.4 print out single copies of parts of the PROQUEST DATABASE;
- 3.1.8.5 translate excerpts of single copies of parts of the PROQUEST DATABASE;
- 3.1.8.6 incorporate parts of the PROQUEST DATABASE in printed and electronic course packs to be used in the course of instruction and/or in virtual learning environments hosted on a Secure Network. Authorized Users must specify the title and copyright owner of the PROQUEST DATABASE used in the course packs. To the best of their ability Authorized Users should use the durable links provided in the PROQUEST DATABASE to incorporate individual articles in electronic course packs. Course packs in other formats, such as Braille, may also be offered to Authorized Users;
- 3.1.8.7 incorporate parts of the PROQUEST DATABASE in printed or electronic form in assignments and portfolios, theses and in dissertations (“the Academic Works”), and to make reproductions of the Academic Works for personal use and library deposit. Reproductions of the Academic Works can be provided to sponsors of those Academic Works. Authorized Users must specify the title and copyright owner of the PROQUEST DATABASE used in the Academic Works;
- 3.1.8.8 publicly display parts of the PROQUEST DATABASE as part of a presentation at a seminar, conference, or workshop, or other similar event;
- 3.1.8.9 save and/or deposit in perpetuity parts of the PROQUEST DATABASE and Modifications in electronic repositories operated by the Licensee and Institution and/or by an Authorized User on a Secure Network. Access to and use of such repositories shall be limited to Authorized Users;

4. RESTRICTIONS

- 4.1 Except where this Sub-Licence states otherwise, the Institution and Authorized Users may not:
 - 4.1.1 use all or any part of the PROQUEST DATABASE for any Commercial Use or for any purpose other than Educational Purposes unless the Licensor has given the Institution or an Authorized User permission in writing to do so;
 - 4.1.2 remove, obscure or alter copyright notices, acknowledgements or other means of identification or disclaimers;
 - 4.1.3 alter, or adapt the PROQUEST DATABASE, except to the extent necessary to make it perceptible on a computer screen, or as otherwise permitted in this License. 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 PROQUEST DATABASE 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 PROQUEST DATABASE for any purpose, beyond those authorized by this Licence; and
 - 4.1.6 systematically distribute the whole or any part of the PROQUEST DATABASE to anyone other than Authorized Users.
- 4.2 This Clause shall survive termination of this Sub-Licence for any reason.

5. RESPONSIBILITIES OF THE LICENSOR

- 5.1 The Licensor shall:
 - 5.1.1 provide access and allow use of the PROQUEST DATABASE in accordance with the provisions as laid down in this License;

- 5.1.2 make the PROQUEST DATABASE available to the Institution and its Authorized Users either from the Licensor's server or the server of a third party;
- 5.1.3 provide for customer support services to the Institution and to Authorized Users via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the PROQUEST DATABASE;
- 5.1.4 provide electronic product documentation free of charge. The Licensor 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 and its Authorized Users with access to fully COUNTER-compliant usage statistics (www.projectcounter.org);
- 5.1.6 implement the Standardized Usage Statistics Harvesting Initiative (SUSHI) protocol (www.niso.org/workrooms/sushi);
- 5.1.7 use all reasonable efforts to meet the W3C standards (www.w3.org/WAI/Resources/#in and www.jisc-collections.ac.uk/Guide-for-Publishers/industry_standards/Accessibility-standards) to ensure that the PROQUEST DATABASE is accessible to all Authorized Users;
- 5.1.8 use all reasonable efforts to meet the Open URL Standard (www.niso.org/kst/reports/standards?step=2&gid=&project_key=d5320409c5160be4697dc046613f71b9a773cd9e) to ensure that Authorized Users can discover the PROQUEST DATABASE;
- 5.1.9 permit the Institution to make cancellations and substitutions of the PROQUEST DATABASE annually [only applicable for multi-years agreements].

- 5.2 The Licensor reserves the right at any time to withdraw from the PROQUEST DATABASE any item or part of an item:
- i) for which the Licensor no longer retains the right to publish; or
 - ii) for which the Licensor 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-License;
- 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 unauthorized 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 Licensor and THE LIBRARY that the Institution's computer system through which PROQUEST DATABASE will be used is configured, and procedures are in place, to prohibit access to the PROQUEST DATABASE by any person other than an Authorized User, and that during the term of this Sub-License, the Institution will continue to make best efforts to bar non-permitted access and to convey appropriate use information to its Authorized Users.

7. TERM AND TERMINATION

- 7.1 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 7.

- 7.2 Any party may terminate this Sub-License at any time on the material or persistent breach by the other of any obligation on its part under this Sub-License 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-License THE LIBRARY due to a material or persistent breach by the Institution, THE LIBRARY shall cease to authorize all on-line access to the PROQUEST DATABASE. All rights under this Sub-License 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.

8. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 8.1 Except as provided for in Clauses 8.1 and 8.2, the Institution acknowledges that all copyrights, patent rights, trade marks, database rights, trade secrets and other intellectual property rights relating to the PROQUEST DATABASE are the sole and exclusive property of Licensor or are duly licensed to the Licensor and that this Sub-License does not assign or transfer to the Institution any right, title or interest therein except for the right to use the PROQUEST DATABASE in accordance with the terms and conditions of this Sub-License.

9. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

- 9.1 The Licensor warrants to THE LIBRARY that it is entitled to grant the license in this Sub-License and that the use of the PROQUEST DATABASE as contemplated in this Sub-License will not infringe any copyright or other proprietary or intellectual property rights of any natural or legal person. The Licensor agrees that THE LIBRARY and the Institution shall have no liability and the Licensor 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 Authorized Users use of the PROQUEST DATABASE, provided that: (1) the use of the PROQUEST DATABASE has been in full compliance with the terms and conditions of this License; (2) the Licensee provides the Licensor with prompt notice of any such claim or threat of claim; (3) the Licensee co-operates fully with the Licensor in the defense or settlement of such claim; and (4) the Licensor has sole and complete control over the defense or settlement of such claim.
- 9.2 The Licensor reserves the right to change the content, presentation, user facilities or availability of parts of the PROQUEST DATABASE and to make changes in any software used to make the PROQUEST DATABASE available at their sole discretion. The Licensor will notify THE LIBRARY of any substantial change to the PROQUEST DATABASE.
- 9.3 While the Licensor has no reason to believe that there are any inaccuracies or defects in the information contained in the PROQUEST DATABASE, the Licensor makes no representation and gives no warranty express or implied with regard to the information contained in or any part of the PROQUEST DATABASE including (without limitation) the fitness of such information or part for any purposes whatsoever and the Licensor accepts no liability for loss suffered or incurred by THE LIBRARY, the Institution or Authorized Users as a result of their reliance on the PROQUEST DATABASE.
- 9.4 In no circumstances will the Licensor be liable to the Licensee for any loss resulting from a cause over which the Licensor does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, or operator errors.
- 9.5 The Institution agrees to 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 PROQUEST DATABASE. It is expressly agreed that upon such notification, or if the Licensor becomes aware of such a claim from other sources, the Licensor may remove such work(s) from the PROQUEST DATABASE. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this License.

9.6 Nothing in this Sub-License shall THE LIBRARY liable for breach of the terms of this Sub-License by any Authorized User provided that THE LIBRARY and the Institution did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

9.7 The Institution represents to THE LIBRARY and the Licensor that its computer system through which the PROQUEST DATABASE will be used is configured, and procedures are in place, to prohibit access to the PROQUEST DATABASE by any person other than an Authorized User; that it shall inform Institutions about the conditions of use of the PROQUEST DATABASE; and that during the term of this Sub-License, the Institution will continue to make all reasonable efforts to bar non-permitted access and to convey appropriate use information to its Authorized Users.

10. FORCE MAJEURE

10.1 Either party's failure to perform any term or condition of this Sub-License 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 License.

10.2 If either party to this Sub-License is prevented or delayed in the performance of any of its obligations under this Sub-License 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. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 All differences and disputes that may arise out of this Agreement or in connection therewith are to be settled by direct discussions between the parties. Any dispute or claims arising after such discussions, relating to this Agreement (including its validity and interpretation) shall be governed by, and construed and enforced in accordance with, the law of the State of Michigan, United States of America, without reference to its choice of law doctrine.

11.2 Where the parties agree that a dispute arising out 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.

11.3 Any person to whom a reference is made under Clause 11.2 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.

11.4 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.

12. NOTICES

12.1 All notices required to be given under this Sub-Licence 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 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 PROQUESTLLC:

ProQuest LLC
789 E. Eisenhower Parkway
Ann Arbor, MI 48106-1346 USA
Attn: General Counsel

if to THE LIBRARY :

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 Sub-Licensee

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

13. GENERAL

- 13.1 This License, its Schedules and Annexes constitute the entire agreement between the parties relating to the PROQUEST 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.
- 13.2 The Schedules and Annexes shall have the same force and effect as if expressly set in the body of this Sub-License and any reference to this Sub-License shall include the Schedules.
- 13.3 No provision in this Sub-License is intended to be enforceable by a person who is not a party to this License.
- 13.4 The invalidity or unenforceability of any provision of this Sub-License shall not affect the continuation in force of the remainder of this License.
- 13.5 The rights of the parties arising under this Sub-License shall not be waived except in writing. Any waiver of any of a party's rights under this Sub-License or of any breach of this Sub-License 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-License 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.
- 13.6 The parties hereto agree that the specific contents of this Agreement, including, but not limited to, prices, quantities and specific license provisions, are confidential and may not be disclosed to third parties without the prior written consent of the other party.

SCHEDULE 1 - FEE

The Fee is covered by Library

SCHEDULE 2 – PROQUEST DATABASE

The databases, which are in online access: **ProQuest Dissertations & Theses Global**

<http://www.proquest.com/products-services/pqdtglobal.html>

ACCEPTANCE OF SUB-LICENCE FORM

The Sub-Licensee hereby accepts and agrees to the terms and conditions of this Sub-License 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 LICENSOR 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.