



ELSEVIER SUBSCRIPTION LICENSE

This license ("License") is entered into at the date of signature by and between **Russian State Public Library for Science and Technology**, 3rd Khoroshevskaya str. 17, Moscow, 123298 Russian Federation (the "Consortium"), for and on behalf of itself and the Institutions identified in Schedule 2 ("Authorized Institutions"), all, collectively, the "Subscriber"), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands ("Elsevier").

SECTION 1. SUBSCRIPTION.

1.1 Databases.

Elsevier who is the only owner of the Databases hereby grants to the Consortium and its Authorized Users (as defined herein) the non-exclusive right to access and use the Data bases identified in Schedule 1 ("Data bases") and the non-exclusive non-transferable right to sublicense the Databases to the Authorized Institutions identified in Schedule 2 and their Authorized Users (as defined herein) subject to the terms and conditions of this License for educational purposes only.

1.2 Authorized Users/Sites.

Authorized Users are the employees of the Subscriber and individuals who are independent contractors or are employed by independent contractors of the Subscriber affiliated with the Subscriber's locations listed on Schedule 2 (the "Sites") and individuals using computer terminals within the library facilities at the Sites permitted by the Subscriber to access the Databases for purposes of personal research, education or other non-corporate use ("Walk-in Users").

1.3 Authorized Uses.

Each Authorized User may:

- access, search, browse and view the Data bases;
- print, download and store a reasonable portion of individual items from the Databases for the exclusive use of such Authorized User; and
- incorporate links to the Data bases on the Subscriber's intranet and internet websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier.

The Subscriber may:

- (i) extract and index Affiliation Data (as defined below) from the Scopus® online service respecting published journal articles, abstracts, conference proceedings, technical reports, presentations/lectures, and other research and intellectual output as published for the Subscriber by its affiliated authors, to load in, make publicly accessible from at no charge, and store in perpetuity in, the Subscriber's secure database system that Subscriber uses to collect, preserve and disseminate information about the intellectual output of the Subscriber's institute(s) ("Institutional Repository"), provided that the display of any Affiliation Data will at all times include (if available) the associated Digital Object Identifier ("DOI"), and (ii) incorporate links in Affiliation Data to the relevant landing page in Scopus from which such Affiliation Data was extracted. "Affiliation Data" will be limited to the following bibliographic metadata: author name, author profile number, author country of residence,

author affiliation, document title, document publication year, source title, volume, issue, pages, source and document type, publisher, ISSN, DOI, subject category (ASJC). CAS registration numbers, author contact information, author profiles, non-English language tags, chemical names and controlled vocabulary are excluded.

1.4 Authorized Institutions

Authorized Institutions are Russian institutions listed in Schedule 2 that have received the right to access and use the Elsevier Databases based on the results of the tender arranged by the Ministry of Education and Science of the Russian Federation.

1.5 Restrictions on Use of Databases

Except as expressly stated in this License or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work based on the Databases, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Databases;
- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Databases;
- substantially or systematically reproduce, retain, redistribute or disseminate online the Data bases; or
- post individual items from the Data bases on social networking sites.

Authorized Users who are individuals who are independent contractors or are employed by independent contractors may use the Data bases only for the purposes of the contracted research work for the Subscriber.

1.6 Intellectual Property Ownership.

The Subscriber acknowledges that all right, title and interest in and to the Databases remain with Elsevier and its suppliers, except as expressly set forth in this License, and that the unauthorized redistribution or dissemination online of the Databases could materially and irreparably harm Elsevier and its suppliers.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 Access to Data bases.

Elsevier will make the Data bases accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein.

2.2 Quality of Service.

Elsevier will use reasonable efforts to provide the Databases with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

2.3 Withdrawal of Content.

Elsevier reserves the right to withdraw from the Databases content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing.

2.4 *Usage Data Reports.*

Elsevier will make usage data reports on the Authorized Users usage activity available as described at https://www.elsevier.com/sd_usage_reports.

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 *Authentication.*

Access to the Data bases will be authenticated by the use of Internet Protocol ("IP") address(es) as identified on Schedule 2. Distribution of usernames, passwords, credentials or otherwise providing remote access to the Data bases by Authorized Users who are Walk-in Users is not permitted.

3.2 *Protection from Unauthorized Access and Use.*

The Subscriber will use reasonable efforts to:

- ☐ limit access to and use of the Databases to Authorized Users and notify all Authorized Users of the usage restrictions set forth in this License and that they must comply with such restrictions;
- ☐ issue any passwords or credentials used to access the Data bases only to Authorized Users, not divulge any passwords or credentials to any third party, and notify all Authorized Users not to divulge any passwords or credentials to any third party;

☐ provide true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Subscriber (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively inform Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber; and promptly upon becoming aware of any unauthorized use of the Databases, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Databases, Elsevier may suspend the access and/or require that the Consortium and relevant Institution(s) suspend the access from where the unauthorized use occurred upon notice to the Consortium and relevant Institution(s). The Subscriber will not be liable for unauthorized use of the Databases by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof. The Subscriber will be responsible for the adherence to the terms and conditions of this License by a third party provider the Subscriber engages, in particular, if such third party provider supplies and manages IP addresses.

3.3 *Compliance with Sanction Laws.*

Elsevier reserves the right to deny access to the Databases to any person or entity who is prohibited from receiving such access based on any applicable sanctions or embargoes laws.

SECTION 4. FEES AND PAYMENT TERMS.

The Consortium will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") in accordance with the schedule set forth in Schedule 1. Late payments will be subject to interest charges of 1% per month on the unpaid balance. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Consortium will be liable for any such taxes in addition to the Fees. Elsevier will send a copy of Elsevier's invoice to the Consortium identified as the Billing Contact on Schedule 2 and the Consortium will cause to pay Elsevier in accordance with the payment terms set forth above. If the Consortium fails to pay the full amount of Elsevier's invoice on a timely basis, Elsevier may suspend the Subscriber's access to the Databases until the unpaid amounts of such invoice, and any interest charges, are paid.

SECTION 5. TERM.

5.1 Term.

The term of this License will commence at the date of signature of the parties and continue until 31 December 2017 ("Initial Term").

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 Warranties.

Elsevier warrants that use of the Databases in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 Indemnities.

Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Data bases in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this License.

6.3 Disclaimer.

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE DATABASES ARE PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE DATABASES AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 Limitation of Liability.

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this License, or will the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

SECTION 7. GENERAL.

7.1 Force Majeure.

Neither party's delay or failure to perform any provision of this License as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) will be deemed a breach of this License.

7.2 Severability.

The invalidity or unenforceability of any provision of this License will not affect any other provisions of this License.

7.3 Entire License.

This License contains the entire understanding and license of the parties and replaces and supersedes any

and all prior and contemporaneous licenses, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

7.4 Modification.

No modification, amendment or waiver of any provision of this License will be valid unless in writing and signed by the parties.

7.5 Assignment.

The Subscriber will not assign, transfer or license any of its rights or obligations under this License unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

7.6 Privacy.

Elsevier will not, without the prior written consent of the Subscriber, transfer any personal information received by Elsevier from the Subscriber under this License to any non-affiliated third party, except

- (i) to applicable service providers to the extent necessary to perform their functions for Elsevier in support of this License; (ii) where reasonably necessary to address security, safety, fraud or other legal issues; and (iii) if the Data bases are acquired by another company, or use it for any purpose other than as described in this License.

7.7 Notices.

All notices given pursuant to this License will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands.
If to the Consortium: Russian State Public Library for Science and Technology, 3rd Khoroshevskaya str. 17, Moscow, 123298, Russian Federation.

7.8 Confidentiality.

The Subscriber and its employees, officers, directors and agents will maintain as confidential and not disclose to any non-affiliated third party without Elsevier's prior written consent the financial terms and commercial conditions of this License. Elsevier may only disclose such information (i) to applicable service providers to the extent necessary to perform their functions in support of this License and (ii) where reasonably necessary to address security, safety, fraud or other legal issues.

7.9 Execution.

This License and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

7.10 Contracting Authority.

Each Institution has authorized the Consortium to enter into this License on its behalf and to enforce this License against it pursuant to an authorizing License substantially in the form set forth on Schedule 2.

7.11 Prevailing Translation.

In the event of any conflict, inconsistency, ambiguity or difference between the terms and conditions in the English language version of this License and its Russian translation, the English language text will take precedence

ELSEVIER SUBSCRIPTION LICENSE
Schedule 1

Databases/Access/Fees

RUSSIAN STATE PUBLIC LIBRARY FOR SCIENCE AND TECHNOLOGY

No. 1-12402158777

Databases – publisher

Access

2017

Scopus® – Elsevier B.V.

scopus.com

EUR

TOTAL FEES

Payment Schedule

The Consortium will pay to Elsevier the installments in accordance with the following schedule:

First payment: 75% to be paid by July 31, 2017

Second payment: 25% to be paid by December 15, 2017.

The Scopus Data base includes the following services:

- Analysis of the search results breakdown by the source name, author name, year, name of organization, type of sources and documents, as well as keywords;
- Integration with the full-text sources not less than 5000 global scientific publishers (the ability to navigate through the links to the full text of articles);
- An indication of the articles of open access journals in the search results;
- Indexing and appearance of most of the abstracts before the printed magazine version (at least 5 000 logs);
- Analysis tools scientific citation (Citation Tracker)
- Author profiles and profiles organizations with data on scientific papers and citation
- Automatic determination of h-index for authors;
- Comparative evaluation of journals in the number of publications, number of citations made to the publication, the number of publications with zero Quote and review publications, as well as metrics Source Normalized Impact for paper (SNIP), SCImago Journal Rank (SJR) and Impact per Publication (IPP).

ELSEVIER SUBSCRIPTION LICENSE

Schedule 2

Sites/Authentication/Contacts

Authorized Institutions

Name Institution	URL	IP Range	Contact/Administrator
tbc	tbc	tbc	tbc

Total number of Authorized Institutions for Scopus cannot exceed: 240

Access is to be granted within 10 days from the date of signature of this License by the parties.

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

The Subscriber will promptly notify Elsevier of any material changes in the number of relevant Authorized Users, which changes may result in Elsevier terminating the License at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the Term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

Primary Contact

Name: Evgeniya Galchenko

Title: Department of national subscription

Name/Address (if different from Section 7.7):

E-mail: galchenko@gpntb.ru

Phone: +7-495-6989330

Billing Contact

Name: Evgeniya Galchenko

Title: Department of national subscription

Name/Address (if different from Section 7.7):

E-mail: galchenko@gpntb.ru

Phone: +7-495-6989330

The Subscriber will promptly notify Elsevier of any changes to any of the contact information above.

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

SIGNED by:

Date:

Name: Gino Ussi

(Signature)

Elsevier B.V.

Radarweg 29

Position: Executive Vice-President Research Solutions Sales

for and on behalf of **ELSEVIER B.V.** 1043 NX Amsterdam

The Netherlands

SIGNED by:

Date:

Name: Yakov Shrayberg

(Signature)



Position: Director General

for and on behalf of **CONSORTIUM**

08.08.2014

RUSSIAN STATE PUBLIC LIBRARY FOR SCIENCE AND TECHNOLOGY

No. 1-12402158777

ELSEVIER SUBSCRIPTION LICENSE

Bank details of the Parties

Russian State Public Library for Science and Technology:

Address: 3rd Khoroshevskaya str. 17, Moscow, 123298 Russian Federation

Bank details:

UFK for Moscow (Federal Treasury Department for the city of Moscow)
(Russian National Public Library for Science and Technology),
Acc. 20736X58620,

State Institution of the Bank of Russia for the Central Federal District
BIC 044525000

Beneficiary account: 40501810600002000079

Elsevier B.V.:

Address: Radarweg 29, 1043 NX Amsterdam, The Netherlands.

Bank details:

Bank Name: ING Bank N.V.

Bank Account no: 0007151798

Bank Account Holder: Elsevier B.V.

Currency Associated with Account: EUR

Bank Address: Bijlmerplein 888, 1102 MG Amsterdam

IBAN: NL88 INGB 0007 1517 98

SWIFT / BIC: INGBNL2A