

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 Medline Complete 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is made as to the manner or form described for acceptance, no sub-licence will be granted and this offer is deemed withdrawn.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 Medline Complete License Agreement between Publisher and THE LIBRARY, THE LIBRARY is permitted to sub-license the access and use of the Medline Complete 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 Medline Complete Database by any wireless Secure Network. Walk-In Users are not allowed off-site access to the Medline Complete Database.

"Commercial Use"	means use of the Medline Complete 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 Medline Complete 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 Medline Complete 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 Medline Complete 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 Medline Complete 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 Medline Complete 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 Medline Complete Database and to allow Authorised Users to access and use the Medline Complete 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 Medline Complete 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 Medline Complete 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 Medline Complete 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 Medline Complete 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 Medline Complete Database in accordance with the provisions as laid down in this Sub-licence;

5.1.2 make the Medline Complete 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 Medline Complete 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 Medline Complete Database;
- 5.1.7 use all reasonable efforts to meet the W3C standards (www.W3.org) to ensure that the Medline Complete Database is accessible to all Authorised Users;
- 5.2 The Publisher reserves the right at any time to withdraw from the Medline Complete 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 Medline Complete Database will be used is configured, and procedures are in place, to prohibit access to the Medline Complete 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, 2018 unless terminated earlier as provided for in this Clause 7.
- 7.2 This Licence shall apply to the legal relations arising on November 1, 2017, or later.
- 7.3 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.
- 7.4 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 Medline

Complete 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.

- 7.5 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 Medline Complete 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 Medline Complete 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 Medline Complete 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 Medline Complete Database, provided that: (1) the use of the Medline Complete 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 Medline Complete Database and to make changes in any software used to make the Medline Complete Database available at their sole discretion. The Publisher will notify THE LIBRARY of any substantial change to the Medline Complete Database.
- 9.3 While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the Medline Complete 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 Medline Complete 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 Medline Complete 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 Medline Complete 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 Medline Complete 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 Medline Complete Database will be used is configured, and procedures are in place, to prohibit access to the Medline Complete Database by any person other than an Authorised User; that it shall inform Authorized Users about the conditions of use of the Medline Complete 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 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

Russian National Public Library for Science
and Technology, 3rd Khoroshevskaya str.
17, Moscow, 123298 Russia
Tatiana Lyasnikova, Department of National
subscription,
Tel. +79253589369
Email: tvl@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 Medline Complete 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