

TAYLOR AND FRANCIS GROUP SUB-LICENCE AGREEMENT

NATIONAL ELECTRONIC-INFORMATION CONSORTIUM (NEICON), a body incorporated under the laws of Russia and whose principal place of business is at 1/8, Armyanskiy Lane, Moscow, Russia, 101000.

OFFERS to you, the Sub-Licensee, the permission to access and use the Licensed Material 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 NEICON.

Acceptance shall be by delivery of a completed copy of the Acceptance of Sub-Licence Form attached hereto to NEICON. 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is made as to the manner or form described for acceptance, no sub-licence will be granted and this offer is deemed withdrawn.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 an agreement between Taylor and Francis Group and NEICON dated 17 October 2006, NEICON is permitted to sub-license the access and use of the licensed material to the Sub-Licensee in accordance with the terms of this Agreement.

NEICON AND THE SUB-LICENSEE AGREE AS FOLLOWS:

1. DEFINITIONS

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

"PUBLISHER"	Means Taylor and Francis Group
"Authorised Users"	means individuals who are authorised by the Sub-Licensee to access the Sub-Licensee's information services whether from a computer or terminal on the Sub-Licensee's Secure Network, or off site via a modem link to a valid IP address on the Sub-Licensee's Secure Network and who are affiliated to the Sub-Licensee as a current student, faculty member or employee of the Sub-Licensee. Persons who are not a current student, faculty member or an employee of the Sub-Licensee, but who are permitted to access the Secure Network from computer terminals within the Library Premises ["Walk-In Users"] are also deemed to be Authorised Users, only for the time they are within the Library Premises. Walk-In Users may not be given means to access the Licensed Material when they are not within

the Library Premises.

"Commercial Use"	means use of the whole or parts of the Licensed Material with a view to a commercial gain.
"Educational Purposes"	means for the purpose of education, teaching, non-commercial distance learning, private study and/or research.
"Fee"	means the fee as set out in clause 8 and subsequently in Schedule 1.
"Intellectual Property Rights"	means patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.
"Licensed Material"	means the material listed in Schedule 2 or in new Schedules to this Sub-Licence that may be agreed by the parties from time to time.
"Library Premises"	means the physical premises of the library or libraries operated by a Sub-Licensee.
"Sub-Licensee"	means the sub-licensee whose details are set out in the Acceptance of Sub-Licence Form attached hereto and made a part hereof.
"Secure Network"	means a network (whether a stand alone network or a virtual network within the Internet) which is only accessible to Authorised Users whose identities are authenticated by the Sub-Licensee at the time of log-in and periodically thereafter consistent with current best practice and whose conduct is subject to regulation by the Sub-Licensee. A cache server or other server or network which can be accessed by unauthorised users is not a Secure Network for these purposes.

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

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

2. GRANT OF SUB-LICENCE

- 2.1 NEICON hereby grants the Sub-Licensee a non-exclusive and non-transferable sub-license to access and use the Licensed Material and to allow Authorised Users to access and use the Licensed Material on the PUBLISHER'S server.

3. USE OF THE LICENSED MATERIAL

- 3.1 Throughout the term of this Agreement the Sub-Licensee may for Educational Purposes only:
- 3.1.1 make local electronic copies of insubstantial portions of the Licensed Material, provided that such use is subject to all the terms and conditions of this Agreement;
 - 3.1.2 provide Authorised Users with integrated access and an integrated article author, article title and keyword index to the Licensed Materials and all other similar material licensed from other publishers;
 - 3.1.3 provide single printed or electronic copies of single articles at the request of individual Authorised Users;
 - 3.1.4 allow Authorised Users to access the Licensed Material by means of a Secure Network in order to search, view, retrieve and display, and otherwise use portions thereof;
 - 3.1.5 allow Authorised Users to electronically save portions of the Licensed Material;
 - 3.1.6 allow Authorised Users to print out single copies of portions of the Licensed Material;
 - 3.1.7 allow Authorised Users to incorporate parts of the Licensed Material in printed or electronic form in, assignments, portfolios and in dissertations, including reproductions of the dissertation for personal use and library deposit, if such use conforms to the customary and usual practice of the Sub-Licensee. Each item shall carry appropriate acknowledgement;
 - 3.1.8 for the avoidance of doubt, the Sub-Licensee and Authorised Users may not incorporate all or any part of the Licensed Materials in course packs and electronic reserve collections without the prior written permission of the PUBLISHER or the PUBLISHER's representative, which may set out further terms and conditions for such usage.
 - 3.1.9 supply to an authorised user of another library within the Sub-Licensee's country only (whether by post, fax or secure electronic transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing), a single paper copy of an electronic original of an individual document;

- 3.1.10 display, download, print parts of the Licensed Material for the purpose of promotion of the Licensed Material, testing of the product, or for training Authorised Users;
- 3.1.11 use parts of the Licensed Material within power point presentations and for internal training purposes;
- 3.1.12 make such copies of any network training material as may be required for the purpose of using the Licensed Material in accordance with this Agreement.

4. RESTRICTIONS

- 4.1 Save as provided herein, the Sub-Licensee and Authorised Users may not:
 - 4.1.1 use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes;
 - 4.1.2 make printed or electronic copies of multiple extracts of the Licensed Material for any purpose, beyond those authorised by this Agreement;
 - 4.1.3 systematically distribute the whole or any part of the Licensed Material to anyone;
 - 4.1.4 display or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, and any other distribution medium now in existence or hereinafter created, other than by a Secure Network;
 - 4.1.5 remove, obscure or modify copyright notices, text acknowledging or other means of identification or disclaimers as they appear.
- 4.2 This Clause shall survive termination of this Agreement for any reason.

5. RESPONSIBILITIES OF THE SUB-LICENSEE

- 5.1 The Sub-Licensee shall:
 - 5.1.1 issue passwords or other access information only to Authorised Users and use all reasonable efforts to ensure that Authorised Users do not divulge their passwords or other access information to any third party;
 - 5.1.2 use all reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Material by means of the Sub-Licensee's Secure Network;
 - 5.1.3 use all reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Sub-Licence;
 - 5.1.4 use all reasonable efforts to monitor compliance and notify PUBLISHER and NEICON immediately and provide full particulars on becoming aware of any of the following (a) any unauthorised use of any of the Sub-Licensee's password(s); or (b) any breach by an Authorised User of the terms of this Sub-Licence. Upon becoming aware of any breach of the terms of this Sub-Licence the Sub-Licensee

further agrees promptly to fully investigate and initiate disciplinary procedures in accordance with the Sub-Licensee's standard practice and use all reasonable effort to ensure that such activity ceases and to prevent any recurrence;

5.1.5 use all reasonable efforts to comply with the computer security procedures required by PUBLISHER and NEICON and take all reasonable steps to ensure the security of the Licensed Material;

5.1.6 provide lists of valid IP addresses to PUBLISHER and NEICON and update those lists on a regular basis the frequency of which will be agreed by the parties from time to time.

6. RESPONSIBILITIES OF NEICON

6.1 NEICON shall make all reasonable efforts to ensure access and use of the Licensed Material in accordance with the provisions as laid down in this Agreement.

6.2 NEICON shall make all reasonable efforts to cause customer support services to be provided to the Sub-Licensee and to Authorised Users via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the Licensed Material.

7. USAGE DATA

7.1 The Sub-Licensee and NEICON shall both be permitted or are permitted to enable a third party on their behalf to collect and distribute usage data in accordance with Schedule 3. 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.

8. FEE

8.1 The Sub-Licensee shall make payments to NEICON for the Sub-Licence granted herein pursuant to the payments and terms of payments as set out in Schedule 1.

9. TERM AND TERMINATION

9.1 The term of this Agreement will commence upon the date of signature and will remain in full force and effect until 31 October 2007 unless terminated earlier as provided for in this Clause 9.

9.2 Either 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 Notwithstanding anything to the contrary herein, this Agreement will automatically terminate if the Agreement between PUBLISHER and NEICON terminates for any reason. NEICON shall make reasonable endeavours not to cause the Agreement between PUBLISHER and NEICON to terminate.

- 9.4 Further notwithstanding anything to the contrary herein, upon a material or persistent breach by the Sub-Licensee, on-line access to the Licensed Material shall be terminated. All other rights 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.
- 9.5 Upon termination of this Agreement by the Sub-Licensee due to a material or persistent breach by NEICON, NEICON will reimburse the Sub-Licensee a pro rata proportion of the then remaining Fee for the unexpired period of the Agreement.
- 9.6 Upon expiry of this Agreement, NEICON will use all reasonable efforts to procure that PUBLISHER provides the Sub-Licensee and its Authorised Users with access to the full text of the Licensed Material which was published for the first time and paid for during the term of this Agreement, either by continuing online access free of charge to the same material on the Publisher's server. The Sub-Licensee and Authorised Users shall be entitled to exercise the non-exclusive rights granted herein in relation to such Licensed Material in accordance with the terms and conditions set forth herein. The rights granted in this clause will terminate immediately in respect of any Licensed Material which the Publisher ceases to have the right to publish.

10. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Sub-Licensee acknowledges that all copyrights, patent rights, trademarks, database rights, trade secrets and other intellectual property rights relating to the Licensed Material are the sole and exclusive property of PUBLISHER or are duly licensed to PUBLISHER and that this Sub-Licence does not assign or transfer to the Sub-Licensee any right, title or interest therein except for the right to use the Licensed Material in accordance with the terms and conditions of this Agreement.

11. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

- 11.1 The Sub-Licensee represents and warrants that it has sufficient authority and rights to enter into and perform its obligations under this Agreement.
- 11.2 NEICON represents and warrants that it is entitled to grant the Sub-Licence in this Agreement and that the use of the Licensed Material by the Sub-Licensee and Authorised Users in accordance with the terms of this Agreement shall not infringe the copyright or other proprietary or intellectual property rights of any natural or legal person. The foregoing shall not apply to improper usage of the Licensed Material by the Sub-Licensee or Authorised Users. NEICON on its own behalf and on behalf of the Publisher, makes no representation or warranty, and expressly disclaims any liability with respect to the content of the Licensed Material including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.
- 11.3 The Sub-Licensee agrees to notify PUBLISHER and NEICON 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 works contained in the Licensed Material. It is expressly agreed that upon such notification, or if PUBLISHER becomes aware of such

a claim from other sources, PUBLISHER may or may instruct NEICON to remove such work(s) from the Licensed Material. At the request of PUBLISHER, the Sub-Licensee will make all reasonable efforts to remove such work(s) from any copies of the Licensed Material maintained by the Sub-Licensee.

- 11.4 Nothing in this Agreement shall make the Sub-Licensee liable for breach of the terms of this Agreement by any Authorised User provided that the Sub-Licensee did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
- 11.5 Subject to the above and to the extent permitted by law, neither NEICON nor Publisher shall be liable to the Sub-Licensee for any loss or damage including any loss of profits, goodwill, contract or any indirect or consequential loss including loss or damage suffered by the Sub-Licensee as a result of an action brought by a third party.
- 11.6 PUBLISHER reserves the right to change the content, presentation, user facilities or availability of parts of the Licensed Material and to make changes in any software used to deliver the Licensed Material at their sole discretion. A notification will be given to the Sub-Licensee of substantial changes to the Licensed Material.
- 11.7 Other than the express warranties stated in this Clause 11, the Licensed Material is provided on an "as is" basis, and NEICON and Publisher disclaim any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Material or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. NEICON and Publisher further expressly disclaim any warranty or representation to Authorised Users, or to any third party. Neither NEICON nor Publisher accepts any liability for loss suffered or incurred by the Authorised Institution or Authorised Users as a result of their reliance on the Licensed Material.
- 11.8 The Sub-Licensee represents to NEICON that its computer system through which the Licensed Material will be used is configured, and procedures are in place, to prohibit access to the Licensed Material by any person other than an Authorised User; that it shall inform Authorised Users about the conditions of use of the Licensed Material; and that during the term of this Agreement, the Sub-Licensee will continue to make all reasonable efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.

12. FORCE MAJEURE

- 12.1 Either party's failure to perform any term or condition of this Agreement as 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 Agreement.
- 12.2 If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be

excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

13. ASSIGNMENT

- 13.1 Neither this Agreement nor any of the rights under it may be assigned or sub-licensed by either party without obtaining the prior written consent of the other party. All the terms of this Agreement will be binding upon any permitted successor to any party.

14. GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1 This Agreement shall be governed by and construed in accordance with English law 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 English courts.
- 14.2 Where the parties agree that a dispute arising out of 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. In default of agreement upon whom to appoint as a suitable expert, such expert shall upon the request of either party be appointed by the President of the Law Society of England and Wales.
- 14.3 Any person to whom a reference is made under Clause 14.2 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.
- 14.4 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.
- 14.5 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

15. NOTICES

- 15.1 All notices required to be given under this Agreement shall be given in writing in English and sent by electronic mail, fax or first class registered or recorded delivery to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Agreement, and 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 NEICON:

National Electronic Information Consortium
13/17 B.Kozlovskiy Lane, Moscow, Russia, 107078
Fax: 7-095-928-1804
Email: kouz@neicon.ru

If to Publisher:

Head of Journals Sales
Taylor & Francis, 4 Park Square,

Milton Park, Abingdon, OX14 4RN, UK
Telephone No.: +44 207 017 6350
Facsimile: +44 207 017 6699
E-mail: Ashleigh.Bell@tandf.co.uk

If to the Sub-Licensee
Form]

[As stated in the Acceptance of Sub-Licence

16. GENERAL

- 16.1 This Agreement and its Schedules constitute the entire agreement between the parties relating to the Licensed Material and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.
- 16.2 The Schedules shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Schedules.
- 16.3 No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement.
- 16.4 The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.
- 16.5 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

SCHEDULE 1 - FEE

Payment of the Fee to PUBLISHER for the Sub-Licence granted herein shall be made exclusively by NEICON pursuant to the payments and terms of payments as set out in License Agreement between Publisher and NEICON (License Agreement between Taylor and Francis Group and NEICON dated 17 October 2006).

SCHEDULE 2: LICENSED MATERIAL

SCHEDULE 3: USAGE DATA

The publisher will make available a username-password accessible link for access to all COUNTER compliant usage data which includes:

For provision to NEICON:

Data on the usage by each Authorised Institution of each journal title, showing for each title:

- the participating publisher;
- the participating Authorised Institution; and
- the number of hits on tables of contents, abstracts and full texts.

For provision to the Sub-Licensee:

- the participating publisher; and
- the number of hits on table of contents, abstracts and full texts for each title per month

For provision to the Publisher (only in case of local mounting):

- the number of hits on tables of contents, abstracts and full texts for each volume of each title.

ONLINE SUB-LICENCE AGREEMENT

ACCEPTANCE OF SUB-LICENCE FORM

The Sub-Licensee hereby accepts and agrees to the terms and conditions of this Sub-Licence and its Schedules, including the Fee as specified in Schedule 1.

Name of Sub-Licensee (name of institution):

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Full postal address of Sub-Licensee:

[illegible]**Telephone:**

.....

.....

Fax:

.....

.....

E-mail:

.....

.....

Signature:

.....

Signed by:

.....
.....
Position:

.....
.....
Date:

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

Primary contact for Sub-Licensee:

Dept:

Phone No: Fax No:

E-mail Address:

Deputy contact for Sub-Licensee:

Dept:

Phone No: Fax No:

E-mail Address:

.....
.....
Invoice address for Sub-Licensee:

.....
.....
.....
.....Postcode.....
.....

Purchase order

no:

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

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

National Electronic Information Consortium
13/17 B.Kozlovskiy Lane, Moscow, Russia, 107078

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