

## IM PAN ONLINE JOURNALS SUBSCRIPTION AGREEMENT

By signing this agreement (the "Agreement") the subscribing institution identified in the form below (the "Subscriber") agrees to the terms and conditions set forth in the Agreement. In turn, the Institute of Mathematics of the Polish Academy of Sciences (IM PAN), Sniadeckich 8, 00-956 Warszawa, Poland, grants the Subscriber and Authorized Users (as defined in the IM PAN Terms and Conditions below) the right to access online versions of the journals (the "Online Content") indicated below, subject to and on the IM PAN Terms and Conditions.

Subscriber: University of Califor (Bill to)	mia, San Diego
Address: 9500 Gilman Dr.	×
Contact Person responsible for Name: [Text Deleted] Phone: [Text Deleted] Please enter a fully qualified doma Names and Numbers (ICANN): Subscriber's IP addressess:	please supply your VAT identification number or administration of online journals  e-mail: [Text Deleted]  in name registered with the Internet Corporation for Assigned www.ucsd.edu  123.123.123, 123.123.123.233, 123.123.123.*, 123.123.123.234.* 123.123.*.*
Additional ranges may be sent as attachm Journals covered by this Agr Please mark the titles you have p	eement
Acta Arithmetica: Applicationes Mathematicae: Colloquium Mathematicum: Fundamenta Mathematicae: Bulletin of the Polish Academy	☐ Annales Polonici Mathematici: ☐ Banach Center Publications: ☐ Dissertationes Mathematicae: ☑ Studia Mathematica:
IP addresses listed above belong	te by all the IM PAN Terms and Conditions. I certify that the to and are controlled by my institution.  The sement on behalf of the Subsyriber identified above.  [Text Deleted]
Position: Associate University Librar Date: February 5, 2014	rian. Collection Services ement to: Institute of Mathematics of the Polish Academy of

## **IM PAN Terms and Conditions**

- 1. In terms of this Agreement, the "Subscriber" may be a single institution: department, institute or (a single) campus, which paid for the online access to any of IMPAN journals published in the subscription period or wishes to exchange the access. The access will be granted only to the volumes corresponding to the subscription period (the "Online Content"). The case when the "Subscriber" consists of several institutions (defined as above) requires an independent agreement.
- 2. Under this Agreement the Subscriber is granted a non-exclusive, revocable, non-transferable agreement to access the Online Content via the Subscriber's Internet Protocol addresses (IP addresses). Authorized Users can be: employees, the subscriber's staff and students officially affiliated with the Subscriber. This includes occasional users who access the Online Content through stations physically located on the site and under the control and administration of the Subscriber.

The Agreement entitles the Authorized Users to:

- access the Online Content and make one hard copy of the output of any search; such copies
  may be shared with non-authorized persons to the same extent as the print edition, provided
  that such sharing is for the purpose of scholarly communication or educational use and there
  are no commercial benefits,
- download search results to data carriers.
- 3. Altering, recompiling, systematic copying, reselling, redistributing, publishing or republishing of the Online Content or any portion thereof, including copyright, proprietary and/or other legal notices contained therein, in any form or medium, is prohibited. Systematic downloading of the Online Content (for example downloading entire journal issues), printing of the Online Content for fee-for-service purposes and/or the systematic making of printed or electronic copies of the Online Content for transmission to non-subscribers or non-subscribing institutions (such as inter-library loans) is prohibited. Downloading portions of the Online Content for the purpose of creating pre-loaded, systematic and persistent local copies (not including transient, dynamic caches of individually requested material) for redistribution is prohibited.
- 4. This Agreement will become effective on receipt by IMPAN of the Agreement signed by an authorized person, and, subject to the terms and conditions of this Agreement, will remain in effect while the Subscriber maintains the subscription. This Agreement will terminate:

Following thirty (30) days' prior written notice by IMPAN to the Subscriber that any of the terms and conditions of this Agreement have been breached by the Subscriber, for any reason knowingly or unknowingly provided that the breach is not remedied by the Subscriber within the thirty (30) days' notification period.

Following thirty (30) days' prior written notice by IMPAN to the Subscriber stating any change in the terms and conditions of this Agreement and the receipt by IMPAN of notice of the Subscriber in writing, e-mail or fax that the Subscriber does not accept the change (in the absence of such objection by the Subscriber, IMPAN's new terms and conditions shall apply). After termination of the subscription the Subscriber will preserve access to the Online Content that was accessible under this Agreement.

- 5. IMPAN shall not be liable for any delay, downtime, transmission error, software or equipment incompatibilities, force majeure or other failure of performance.
- The customer can obtain technical assistance by sending an e-mail message to: [Text Deleted]
- 6. IMPAN shall not be liable for any damages arising from or in connection with the Agreement granted hereby.
- 7. After sending the Agreement, the Contact Person pointed out on Page 1 can e-mail information about changes in IP addresses and subscription distribution data. Obtaining access to a journal not originally indicated by the Subscriber on Page 1 requires signing a new Agreement.