



IM PAN ONLINE JOURNALS INSTITUTIONAL USER LICENSE

Subscription period: 2008

1. By signing this license (the "License") the subscribing institution identified in the form below (the "Subscriber") agrees to the terms and conditions set forth in the License. In turn, the Institute of Mathematics of the Polish Academy of Sciences (IM PAN), [REDACTED], grants the Subscriber and Authorized Users (as defined in Clause 3 below) the right to access online versions of the journals (the "Online Content") indicated below, subject to and on the terms and conditions of this License.

Subscriber: University of California, San Diego

Address: [REDACTED]

Contact Person responsible for administration of online journals:

Name: [REDACTED]

Address: Electronic Resources Unit
(if different) Acquisitions Dept. Geisel Library

Telephone: [REDACTED]

Fax: [REDACTED]

e-mail: [REDACTED]

Please enter a fully qualified domain name registered with the Internet Corporation for Assigned Names and Numbers (ICANN):

[REDACTED]

www.ucsd.edu

2. Terms and conditions

In terms of this License, the "Subscriber" may be a single institution: department, institute or (a single) campus, which paid for the online access to any of IMPAN journals (listed in Clause 9) published in the *subscription period* or wishes to exchange the access. The access will be granted to the volumes corresponding to the entered subscription period (the "Online Content").

The case when the "Subscriber" consists of several institutions (defined as above) requires an independent license.

3. Authorized Users

Under this License the Subscriber is granted a non-exclusive, revocable, non-transferable license to access the Online Content via the Subscriber's Internet Protocol addresses (IP addresses). Authorized Users must 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 license 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.

4. Prohibition on Certain Use

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.

5. Duration of License

This License will become effective on receipt by IMPAN of the License signed by an authorized person, and, subject to the terms and conditions of this License, will remain in effect while the Subscriber maintains the subscription. This License will terminate:

Following thirty (30) days' prior written notice by IMPAN to the Subscriber that any of the terms and conditions of this License 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 License 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 License.

6. Failure of Performance

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: journals@impan.gov.pl.

7. Limitation of Liability

IMPAN shall not be liable for any damages arising from or in connection with the License granted hereby.

8. Subscribers IP addresses

After sending the License, the contact person pointed out in Clause 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 in Clause 9 requires signing a new License.

I have read and agree to and abide by all the terms and conditions stated above. I certify that the IP addresses listed in Clause 8 belong to and are controlled by my institution. I am authorized to sign this License on behalf of the Subscriber identified in Clause 1 above.

Date: 13042009

for IM PAN

SCIENTIFIC DIRECTOR
INSTITUTE OF MATHEMATICS
POLISH ACADEMY OF SCIENCES

for subscriber

Name: _____
Position: Head of Acquisitions, UCSD Libraries