

# MathSciNet Consortium License Agreement

American Mathematical Society, 201 Charles Street, Providence, RI 02940-6248, USA. Fax: 401-331-3842  
Phone: 401-455-4000.

By this Agreement, the American Mathematical Society (AMS) grants a license of access to MathSciNet on the Internet, subject to the terms and conditions set forth in the following paragraphs all of which are hereby agreed to between the AMS and the participating Consortium participants.

## Consortium Contact Information

Consortium Contact's name: \_\_\_\_\_

Organization (Bill to):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_ FAX \_\_\_\_\_

email \_\_\_\_\_

## Consortium Information

Consortium Participants and their IP Addresses: Use attachment if necessary. See use restrictions for Proxy Server IPs under Scope of License.

Institution \_\_\_\_\_ IP Address \_\_\_\_\_

Proxy Server IP \_\_\_\_\_

Institution \_\_\_\_\_ IP Address \_\_\_\_\_

Proxy Server IP \_\_\_\_\_

Institution \_\_\_\_\_ IP Address \_\_\_\_\_

Proxy Server IP \_\_\_\_\_

Institution \_\_\_\_\_ IP Address \_\_\_\_\_

Proxy Server IP \_\_\_\_\_

Institution \_\_\_\_\_ IP Address \_\_\_\_\_

Proxy Server IP \_\_\_\_\_

This agreement is applicable only to those sites and respective IP addresses specifically listed above. Consortium participant sites may be academic or nonacademic. For academic institutions, different campuses are considered different sites even if they are within the same city. Departments or libraries of the same campus are considered part of the same site. For nonacademic institutions, sites are defined as geographically separate units, even if they are within the same city. Each branch, office, or laboratory is a different site.

Please read the Terms and Conditions. By signing below you certify that you have read and agree to abide by all such Terms and Conditions listed and that you are authorized to sign this form on behalf of the Consortium.

Name of Authorized signer (please print or type) \_\_\_\_\_

Signature of Authorized signer \_\_\_\_\_

Title of Authorized signer \_\_\_\_\_

Date \_\_\_\_\_

Address (if different from "Bill to" address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

Telephone \_\_\_\_\_ FAX \_\_\_\_\_

email \_\_\_\_\_

### Terms and Conditions

1. **MathSciNet.** MathSciNet is the online version of the AMS publications *Mathematical Reviews*, from 1940 to present, and *Current Mathematical Publications*. The AMS reserves the right to add or delete MathSciNet content at any time.

2. **Scope of License. Use Restrictions.** The license includes authorization of access by means of specific IP addresses of Consortium participants to allow site-wide online access by authorized users at Consortium participant sites via multiple connections. . If a proxy server is being registered for access, the subscriber agrees to maintain the security of the access by authenticating authorized users before allowing use of the proxy to any remote or on-site user. Authorized users must be employees, faculty, staff, or students officially affiliated with a participant of this Consortium, or authorized on-site patrons of a Consortium participant's library facilities. This license entitles the authorized users to access MathSciNet by multiple connections, to:

- a. make searches of MathSciNet
- b. make one or more copies in hard copy form of the output of any search; such copies may not be sold and may not be distributed to anyone who is not an authorized user; and
- c. download search results to hard disk or diskette, provided that such data is not made available to anyone who is not an authorized user. Authorized users who do download and/or print search results must maintain all copyright and other notices.

Systematic downloading of substantial portions of the database and use of robots is prohibited.

Institutions may use hard copies derived from the electronic edition of the publications for the purpose of inter-library loan with the same limitations that apply to copies for that purpose made from the print edition of the journals. Specifically, copies must be made in compliance with Section 108 of the Copyright Act of the U.S. and be within the CONTU guidelines. Authorized users who do print items must maintain all copyright and other notices on the printed items.

An authorized user or Consortium participant may not make MathSciNet available to anyone other than another authorized user, whether by telephone link or by permitting access through his or her terminal or computer, or by other similar or dissimilar means or arrangements.

Each Consortium participant will make reasonable efforts to maintain security and monitor all use (including unauthorized use) from its respective site and to communicate the terms of the license to their users.

3. **Access.** MathSciNet access is granted site-wide only to those IP addresses specifically listed in this agreement (numeric IP domain addresses). Consortium participants may request access for any number of IP addresses; however, usage must be restricted to a single site.

4. **Term and Fees.** Upon payment of the Consortium Database Fee (DAF) and the MathSciNet fees by the

Consortium, and acceptance of this agreement by the AMS, each site in the Consortium is entitled to all rights of an institution that has paid a Database Fee including the right to purchase other Mathematical Reviews products (e.g. classic MR print). Contact Customer Services for additional information.

This Agreement will last through the end of the calendar year in which the subscription first becomes effective. This Agreement will remain in effect thereafter for successive calendar years so long as all applicable fees are paid. The Consortium or the AMS may terminate this Agreement, effective on the next renewal date, by at least 30 days written notice to the other party.

The annual Consortium Database fee and annual MathSciNet subscription fee may be raised by written notice to the Consortium Contact, given at least three months prior to the next succeeding renewal date. The Consortium, on or before the renewal date, must pay the fees for each year that this Agreement is renewed or the renewal will be invalid. The AMS is not responsible for the collection of any fees owed by Consortium participants to the Consortium or any refunds owed by the Consortium to the Consortium participants.

Consortium requests are evaluated and priced individually. A new Consortium agreement is required to add Consortium participants. New Consortium participants may not be granted MathSciNet access without explicit approval from the AMS.

A Consortium participant may withdraw at any time from the Consortium provided written notice of such withdrawal is given to the AMS. Withdrawal during the subscription year (January through December) will not entitle the Consortium or the participant to any fee rebate from the AMS.

**5. Support.** MathSciNet includes online documentation. In addition, the AMS will provide Consortium participants (and individuals at those sites) with e-mail and/or telephone support service during AMS's normal business hours (Monday-Friday, 9:00am to 4:00 pm, ET). The email address for support questions is [msn-support@ams.org](mailto:msn-support@ams.org); the telephone number for support is 800-321-4267, extension 4048 or 401-455-4048.

**6. Copyright.** MathSciNet and its contents are subject to copyright, database protection, and other rights of the publisher (AMS), under the laws of the United States and the country of use.

Consortium participants acknowledge that they have no claim to ownership by reason of its use of or access to MathSciNet. Downloading of data is permitted solely for Consortium participant's internal use to the same extent as the printed version of the publication. Recompiling, publication or republication of the data, or any portion thereof, in any form or medium whatsoever, may be done only with specific written permission from the AMS. Requests should be sent to [reprint-permission@ams.org](mailto:reprint-permission@ams.org).

**7. Suspension or termination of access.** The AMS reserves the right to suspend and/or terminate access to MathSciNet for any Consortium participant without prior notice if a Consortium participant violates any term of this Agreement. Any use of the MathSciNet database beyond the scope of the License or any fraudulent, abusive, or otherwise illegal activities may be grounds for termination of access. The foregoing includes but is not limited to activity that may burden AMS's server(s), such as computer programs that automatically download content, commonly known as robots, spiders, crawlers, wanderers or accelerators.

**8. Disclaimer of warranties.**

- a. The AMS has made and will make good faith efforts to ensure that MathSciNet is complete and accurate. However, the AMS does not warrant completeness or accuracy, and does not warrant that the Consortium participant's use of MathSciNet will be uninterrupted or error-free, or that the results obtained will be useful or will satisfy the user's requirements.
- b. The AMS warrants that it is entitled to grant the licenses outlined in this Agreement, but makes no other warranties or representations of any kind, expressed or implied.

including but not limited to warranties of merchantability or fitness for a particular purpose.

- c. Consortium participants will be permitted to access MathSciNet at any time. The AMS will not be liable for any delay, down time, or other failure of performance, but will use reasonable efforts to correct any performance problem brought to its attention.
- d. The AMS will not be responsible for incidental, consequential, or any other damages arising out of or in connection with the service or materials provided hereunder.
- e. Each Consortium participant assumes the sole responsibility for all use of MathSciNet by their respective sites and agrees to indemnify and hold the AMS harmless from any liability or claim of any person arising from such use.

## **9. General.**

- a. This Agreement together with Exhibit A, Acknowledgment of Consortium License Agreement Terms and Conditions, constitutes the entire agreement of the parties and supersedes any prior communication between the parties with respect to the subject matter hereof. Only a written instrument signed by both parties (AMS and the Consortium Contact) may amend it. Without limitation of the foregoing, any purchase order or other instrument that the Consortium may issue for MathSciNet is for the Consortium participant's internal purposes only and will in no way modify, add to or subtract from the terms and conditions provided herein.
- b. Neither the Consortium nor any of its participants may assign or transfer any rights under this Agreement.
- c. The benefits of this Agreement, including but not limited to MathSciNet access, will be available only to Consortium participants that have executed an Acknowledgement of Consortium Subscription Agreement Terms and Conditions in the form attached hereto as Exhibit A.
- d. This Agreement will be governed by the laws of the State of Rhode Island applicable to agreements entered into and fully performed in the State of Rhode Island. Any action arising out of or relating to this Agreement or MathSciNet may be brought in courts situated in Rhode Island, and the parties consent to the jurisdiction of such courts.