



Academic Institution Licence for Perpetual Access to
the Global Health Archive Database

THIS LICENCE IS AGREED the _____ day of _____ 200_

BETWEEN

CAB International with offices at Nosworthy Way, Wallingford , Oxon OX10 8DE, United Kingdom, and herewith referred to as "the Publisher"

AND (please complete the following):

Organisational Name:

Address:

.....

.....

Post/Zip Code:

Country:

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IT IS AGREED AS FOLLOWS:

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- 7.1.2 Use reasonable endeavours to notify Authorised Users of the terms and conditions of this Licence and take steps to protect the Licensed Materials from unauthorised use or other breach of this Licence;
- 7.1.3 Use reasonable endeavours to monitor compliance and immediately upon becoming aware of any unAuthorised use or other breach, inform the Publisher and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;
- 7.1.4 Where appropriate, issue passwords or other access information only to Authorised Users and use reasonable endeavours to ensure that Authorised Users do not divulge their passwords or other access information to any third party;
- 7.1.5 Provide the Publisher, within 30 days of the date of this Agreement, with information sufficient to enable the Publisher to provide access to the Licensed Materials in accordance with its obligation under clause 6.3.2. Should the Licensee make any significant change to such information, it will notify the Publisher not less than ten (10) days before the change takes effect;
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- 8.1 Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

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- 9.1 This Licence shall be terminated:
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 - 9.1.2 If either party commits a material or persistent breach of any term of this Licence and fails to remedy the breach, if capable, within thirty (30) days of notification in writing by the other party;
 - 9.1.3 If either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration;
- 9.2 On termination all rights and obligations of the parties automatically terminate except for obligations in respect of Licensed Materials to which access continues to be permitted;
- 9.3 On termination of this Licence for cause, as specified in clauses 9.1, the Licensee shall immediately cease to distribute or make available the Licensed Materials to Authorised Users.

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- 10.3 This Licence may not be assigned by either party to any other person or organization, nor may either party sub-contract any of its obligations, except as provided in this Licence in respect of the Agent and the management and operations they serve, without the prior written consent of the other party, which consent shall not unreasonably be withheld.
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- 10.5 Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Licence or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within 14 days of posting.
- 10.6 Neither party's delay or failure to perform any provision of this Licence, as result of circumstances beyond its control including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities shall be deemed to be, or to give rise to, a breach of this Licence.
- 10.7 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.
- 10.8 Either party's waiver, or failure to require performance by the other, of any provision of this Licence will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

Signed for the Publisher:

Name (in block capitals): _____ Date: _____
Position / Title: _____

Signed for the Licensee:

Name (in block capitals): _____ Date: _____
Position / Title: _____

SCHEDULE 1

FEE PAYABLE BY LICENSEE

The Fee payable by the Licensee for perpetual access to the Global Health Archive Database shall be as follows:

Data Fee:

Annual Maintenance/Technology Fee (where applicable):

Signed for the Publisher:

Name (in block capitals): _____ Date: _____

Position / Title: _____

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Name (in block capitals): _____ Date: _____

Position / Title: _____

SCHEDULE 2

ACCESS METHOD TO GLOBAL HEALTH ARCHIVE DATABASE

A schedule dated to the Licence dated between CAB International and

ACCESS METHOD

- Online access, with authentication via User ID/password
- Online access, with authentication via IP address
- Online access, via Proxy server or Firewall
- Access via locally loaded data
- Online access via a third party vendor (please specify.....)
- Athens authentication

AUTHENTICATION DETAILS

List of addresses of the Licensee's Library Premises, Domain Name(s) and IP addresses and/or ranges (please annotate proxy server or Firewall IP addresses and provide name of system used):

[Class B Network, e.g. 125.64.*.*

Class C network, e.g. i.e.: 125.64.133.*

Single station, e.g. 125.64.133.20; or ranges, e.g. 125.64.133.20-125.64.133.40]

Library name & address domain name(s)

Network/technical contact:

Telephone:

Fax:

E-mail address:

Delivery details for supply of physical data:

(If applicable) Athens Institutional Identifier:

Signed for the Publisher:

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SCHEDULE 3

LICENSEE'S COPYRIGHT ENFORCEMENT POLICY

A schedule dated to the Licence dated between CAB International and

List any documents evidencing the policy, with attached copies

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