



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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WHEREAS the Licensee desires to use the rights and the Publisher desires to grant to the Licensee the licence to use the rights for the Fee, subject to the terms and conditions of this Licence.

IT IS AGREED AS FOLLOWS:

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 - 6.3.3 Use reasonable endeavours to ensure that the Server has adequate capacity and bandwidth to support the usage of the Licensee at a level commensurate with the

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- 7.1 The Licensee shall:

- 7.1.1 Use reasonable endeavours to ensure that all Authorised Users are appropriately notified of the importance of respecting the intellectual property rights in the Licensed Materials and of the sanctions which the Licensee imposes for failing to do so, as specified in Schedule 3;
- 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;
- 7.1.6 Use all reasonable endeavours to ensure that only Authorised Users are permitted access to the Licensed Materials.
- 7.2 **SUBJECT TO LAW, THE LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD THE PUBLISHER HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, COSTS, LIABILITY AND EXPENSES, INCLUDING REASONABLE LEGAL AND PROFESSIONAL FEES, ARISING OUT OF ANY CLAIM OR LEGAL ACTION TAKEN AGAINST THE PUBLISHER RELATED TO OR IN ANY WAY CONNECTED WITH ANY USE OF THE LICENSED MATERIALS BY THE LICENSEE OR AUTHORISED USERS OR ANY FAILURE BY THE LICENSEE TO PERFORM ITS OBLIGATIONS IN RELATION TO THIS LICENCE, PROVIDED THAT NOTHING IN THIS LICENCE SHALL MAKE THE LICENSEE LIABLE FOR BREACH OF THE TERMS OF THE LICENCE BY ANY AUTHORISED USER PROVIDED THAT THE LICENSEE DID NOT CAUSE, KNOWINGLY ASSIST OR CONDONE THE CONTINUATION OF SUCH BREACH TO CONTINUE AFTER BECOMING AWARE OF AN ACTUAL BREACH HAVING OCCURRED.**
- 7.3 The Licensee shall, in consideration for the rights granted under this Licence, pay the Fee within thirty (30) days of receipt of invoice and, if applicable, within thirty (30) days of receipt of invoice relating to each subsequent Subscription Period.

8. UNDERTAKINGS BY BOTH PARTIES

- 8.1 Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

9. TERM AND TERMINATION

- 9.1 This Licence shall be terminated:
- 9.1.1 If the Licensee defaults in making payment of the Fee as provided in this Licence and fails to remedy such default within thirty (30) days of notification in writing by the Publisher;
- 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.

10. GENERAL

- 10.1 This Licence constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this Licence, whether oral or written.
- 10.2 Alterations to this Licence and to the Schedules to this Licence are only valid if they are recorded in writing and signed by both parties.
- 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.
- 10.4 If rights in all or any part of the Licensed Materials are assigned to another publisher,

the Publisher shall use its best endeavours to ensure that the terms and conditions of this Licence are maintained.

- 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: _____

Signed for the Licensee:

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:

Name (in block capitals): _____ Date: _____

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Signed for the Licensee:

Name (in block capitals): _____ Date: _____

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