

INSTITUTION USER LICENCE FOR RESEARCH4LIFE CORE OFFER

The Research4Life programmes, Hinari, AGORA, OARE, ARDI and GOALI are coordinated by the World Health Organization (WHO), the Food and Agriculture Organization (FAO), the United Nations Environment Programme (UNEP), the World Intellectual Property Organization (WIPO), and the International Labour Organization (ILO) respectively. The programmes are a collaboration between the UN entities, academic, professional and scientific publishers and other content providers and are intended to provide access to research information to non-profit academic, research, governmental or policy making institutions in lower income countries. Access to this information will generally be provided at no cost by the Publishers to institutions in countries, areas and territories categorized as Group A (as defined in Section 1: Definitions). Access to this information will generally be provided at low cost by the Publishers to institutions in countries, areas and territories categorized as Group B (as defined in Section 1: Definitions). Access will be governed by the terms of this Licence.

As each programme's Publishers Statement says, participating publishers will provide access to a wide range of academic, professional and scientific journals, abstract and indexing databases, and other content resources.

In order to benefit from this offer, qualifying institutions in Core Offer countries, areas and territories which sign up for access will maintain their existing journal subscriptions, as of the year of their registration for Research4Life access.

This Licence constitutes a formal and legal agreement between

.....(Institution)

and the Publishers listed on Annex A for access to and use of the online content published by the Publishers and listed and amended from time to time on the programme portals (<http://www.who.int/hinari>, <http://www.fao.org/agora/>, <http://www.unep.org/oare/>, <http://www.wipo.int/ardi/>, <http://www.ilo.org/goali>). The Licence is exclusive to the Institution named at the head of the Licence and may not be extended to any other institution or party without the express written agreement of the Publishers. The UN entities facilitate the licence processing on behalf of the Publishers.

1. DEFINITIONS

| | |
|-------------------------------|---|
| AGORA | <i>Access to Global Online Research in Agriculture is the Programme developed and operated by FAO and its agricultural information content partners.</i> |
| Alternate Format | <i>Means a reproduction of text or a conversion to sound from a digital text file of the licensed Material to render the work visually or audibly perceivable by an Authorised User who is a visually impaired person, i.e. a blind person, a person suffering from severe impairment of his or her sight, a person unable to hold or manipulate books or to focus or move his or her eyes, or a person suffering from a perceptual impediment.</i> |
| ARDI | <i>The Access to Research for Development and Innovation (ARDI) program coordinated by WIPO in collaboration with its partner publishers.</i> |
| Authorised User | <i>An employee, permanent or visiting faculty, or student of the Institution that has signed this Licence Agreement.</i> |
| Contact | <i>The individual within the Institution who will administer access to the Publisher's Material.</i> |
| FAO | <i>The Food and Agriculture Organization of the United Nations.</i> |
| For Profit Corporation | <i>Any corporation or body other than a not for profit academic or research institution or government department.</i> |
| Group A | <i>Countries, areas and territories with either inclusion in the United Nations Least Developed Country (LDCs) List and/or a total Gross National Income (GNI) ≤ US\$ 15 billion where GNI per capita (GNIpc) ≤ US\$ 3000 and/or a total GNI ≤ US\$ 2 billion where GNIpc ≤ US\$ 5000 and/or a total GNI ≤ US\$ 200 billion where either Human Development Index (HDI) ≤ 0.6 and/or GNIpc ≤ US\$ 1500.</i> |
| Group B | <i>Countries, areas and territories with a total GNI ≤ US\$ 1.5 billion and/or a total GNI ≤ US\$ 25 billion where GNIpc ≤ US\$ 10,000 and/or GNIpc ≤ US\$ 6000 where Health Life Expectancy (HALE) is ≤ 55 and/or a total GNI ≤ US\$ 300 billion where either HDI ≤ 0.67 and/or GNIpc ≤ US\$ 6000.</i> |
| GOALI | <i>The Global Online Access to Legal Information (GOALI) programme coordinated by ILO in collaboration with its partner publishers.</i> |
| Hinari | <i>The Hinari Programme developed and operated by WHO and its biomedical information content partners.</i> |
| ILO | <i>The International Labour Organization</i> |
| Institution | <i>The academic or research library or institution or local or national government department proposed by the UN entities to the Publisher to obtain access to the Publisher's academic, professional and scientific content within the framework of the Research4Life programmes. As a guideline, such Institutions will be in countries, areas and territories defined as eligible for Groups A and B using LDC, GNI, GNIpc, HDI and HALE indicators. However, the Publisher reserves the right to grant or deny access to Institutions at its sole discretion.</i> |
| Material | <i>Online versions of journals, books and other information.</i> |

| | |
|---------------------|---|
| OARE | <i>The OARE Programme, developed and operated by UNEP and its environmental information content partners.</i> |
| Publisher | <i>The publisher or other rights holder who owns the copyright of the online journals books and other information made available through one or more Research4Life Programmes or who is authorized by the copyright owner to distribute the Material.</i> |
| UNEP | <i>The United Nations Environment Programme</i> |
| Walk-in User | <i>Anyone other than an Authorised User who comes to the Institution's premises and is permitted by the Institution to access services there, according to the same terms and conditions as provided in this Licence Agreement.</i> |
| WHO | <i>The World Health Organization</i> |
| WIPO | <i>The World Intellectual Property Organization</i> |

2. TERMS & CONDITIONS

2.1 AUTHORISED USERS

The Material owned by the Publisher and made available through the UN entities' websites or other authorised access points as part of one or more of the Research4Life programmes may only be used by Authorised Users or Walk-in Users. Owners, employees or affiliates of for profit corporations are not considered Authorised Users.

2.2 ACCESS

Authorised Users and Walk-in Users will have unrestricted access to the online version of the Publisher's Material, subject to any limitations listed below concerning downloading, printing, course packs, document supply, document fees and remote access.

Downloading *Authorised Users may download and save to a local digital memory limited numbers of articles or chapters from any one journal issue or book, **not to exceed 15% of the issue or book**. It is not permitted to download complete journal issues or books nor to make publicly available the downloaded material, unless otherwise stated in this licence.*

Printing *Authorised Users and Walk-in Users may print single copies of articles and book chapters from the Material for their private and own use or study **not to exceed 15% of the issue or book**. It is not permitted to print complete issues of books or journals. Walk-in Users of Institutions other than patent offices may only make copies for non-commercial personal and private study.*

Course Packs *Academic and teaching staff may make copies in print or digital form of the Publisher's Material for course packs, and recover where appropriate the cost of producing such course packs from the students. The Publisher's Material, accessed through the Research4Life programmes may also be placed in electronic reserves set up by the Institution for students to access in specified educational courses. Such electronic reserves shall be hosted on a secure network which is only accessible to Authorised Users and must be deleted at the end of the semester in which the course concludes.*

| | |
|-------------------------|---|
| Document supply | <i>The Institution may supply printed or digital copies of individual journal articles, book chapters and other Material belonging to the Publisher available through the Research4Life programmes only to the Institution's employees, faculty members or another Authorised User as identified above. Such documents may not be supplied to any other individuals or organisations outside the Institution and may not be made available to the public.</i> |
| Document fees | <i>The Institution may not supply documents for fee except solely in the case of cost recovery fees for course pack or other teaching material compilations.</i> |
| Alternate Access | Format <i>Visually impaired Authorised Users may access Publisher's Materials on the premises, aided by automated software tools, such as screen-readers, "read-aloud" tools, or DAISY conversion tools, provided they may be safely installed on the Institution's secure electronic network and do not result in permanent copies or sound files in the hands of the Authorised Users in excess of Downloading and Printing limits.</i> |

2.3 COPYRIGHT

The copyright of all of the Material made available through the UN entities' websites or part thereof or authorised access points by the Publisher within the framework of Research4Life remains at all times with the Publisher or with those from whom the Publisher holds a licence.

2.4 INTEGRITY OF CONTENT

Under no circumstances may the Institution or its users modify, adapt, transform or create any derivative work from the Publisher's Material. Any attempt to do so will result in the immediate termination of this contract between the Publisher and the Institution, without prejudice of the rights of the right holder.

2.5 INTEGRITY OF PUBLISHER'S SOFTWARE

Under no circumstances may the Institution or its users modify, adapt, transform or create any derivative work or version from the Publisher's access software or that of the Publisher's hosting agent. Nor may the Institution attempt to tamper with or in any way amend the Publisher's access software. Any attempt to do so would result in the immediate termination of this contract between the Publisher and the Institution. The copyright of the Publisher's access software remains with the Publisher or with the Publisher's contracted service provider where this is indicated.

2.6 UPLOADING

The Institution or its members, Authorized Users and Walk-in Users may not upload or post (to a publicly available website or elsewhere) or in any way add to the Publisher's Material without the express permission of the Publisher. This includes any notices, advertisements, comments or other information.

2.7 REMOTE ACCESS

Access to the Publisher's Material may only be provided from computers or other digital installations owned by or under the direct control of the Institution or from personal computers owned personally by the employees, faculty or students of the Institution. Remote access from other installations is expressly prohibited and any violation of this condition will result in the termination of this agreement. In particular, Authorized Users may not access the Research4Life programmes whilst travelling outside their own countries. No remote access will be given to Walk-in Users.

2.8 SUBLICENSING

Under no circumstances may the Publisher's Material, made available through Research4Life, be made accessible or sublicensed in any way to any other carrier, host or publisher which is not a wholly owned member of the Institution. Only those libraries or

faculties which are members of the licensed Institution may have access to the Publisher's Material.

2.9 AVAILABLE CONTENT

Under this Agreement, the Institution will have access to the online version of the academic, professional and scientific journal, book and other information resource titles made available by the Publishers on the individual Research4Life programme World Wide Web Portals (<http://extranet.who.int/hinari>, <http://agora-journals.fao.org>, <http://oare.research4life.org>, <http://ardi.wipo.int>). The range of back issues available online may vary from Publisher to Publisher. The Publisher may add to or delete from the range at any time.

2.10 ACCURACY OF CONTENT

The Publisher does not warrant or guarantee the accuracy, completeness or fitness for a particular purpose of any of the content.

2.11 CONTINUITY OF ACCESS

While the Publisher intends for the Material to be accessible for 24 hours, 7 days per week, it cannot guarantee such continuous access, and will not be liable for any damages resulting from interrupted access.

2.12 PUBLISHER'S DISCLAIMER OF LIABILITY

The Institution will be solely responsible for the telecommunications infrastructure, hardware costs and any additional required licences necessary to access the Publisher's Material through the Research4Life programmes, including any software or fees payable to third party Internet Service Providers. The Publisher may change or substitute the software to access the Material without notice and without liability. The Publisher will endeavour to provide a minimum of 30 days' notice in the event of such software changes.

2.13 RESPONSIBILITIES OF THE INSTITUTION

The Institution accepts full responsibility for the implementation of this agreement and for the monitoring and enforcement of the agreement on its premises and among users associated with the Institution. It will appoint a nominated Contact who will be responsible for the implementation of the agreement. This Contact will notify the Publisher of any difficulties in operating the Licence. In particular, the Contact will report to the Publisher and to the relevant UN entity partner any abuse of the agreement by any authorised or unauthorised user and will cooperate with the Publisher in identifying and stopping any such abuse. The Institution will use its best efforts to inform Authorised Users of the rights and restrictions laid out in this licence.

2.14 USAGE DATA

Online access provides both the Publisher and the Institution with significant amounts of usage data. The Publisher operates policies on the use of this data which conform to industry best practice in relation to confidentiality and privacy. This Data will be used to improve the service provided by the Publisher, and may be shared upon request with the Institution at the Publisher's discretion.

2.15 TERMINATION

This agreement will continue until 31 December 2025. The agreement may be continued thereafter upon written notification from each Publisher for a period to be agreed between the Publisher and the UN entities. The Publishers may withdraw access in the event that the Institution is not taking appropriate responsibility for the operations and access as noted in this agreement, or at any other time.

2.16 USE OF EMBLEMS AND LOGOS

Neither the Publisher nor the Institution will use the name, emblem or trademarks of the other party, its subsidiary bodies, affiliates, or authorized agents, or any abbreviation thereof, in any publication or document related to this agreement without the prior expressly written approval of the relevant party.

2.17 UN ENTITIES' PRIVILEGES AND IMMUNITIES

Nothing in or relating to this agreement shall imply the obligation of the UN entities to submit to any national legislation or jurisdiction, or be deemed a waiver of any of the privileges and immunities of WHO, FAO, UNEP, WIPO and ILO in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.

Nothing in or relating to this agreement shall be deemed a waiver of any of the privileges and immunities of WIPO in conformity with the provisions of the Agreement between the Swiss Federal Council and WIPO to determine the organization's juridical status in Switzerland of December 9, 1970, and of the Implementation Arrangement of the same date related thereto.

Nothing in this agreement shall modify, extend or enhance the foregoing privileges and immunities to the extent that they are enjoyed by WHO, FAO, UNEP, WIPO.

INSTITUTION

.....

Research4Life USERNAME(s)

.....

ADDRESS

.....

.....

.....

DIRECTOR

(Name) (Email)

(Signature) (Date)

.....

LIBRARIAN

(Name) (Email)

(Signature) (Date)

.....

ANNEXE A

RESEARCH4Life LICENCED PUBLISHERS JULY 2017

Addleton Academic Publishers
Akadémiai Kiadó
Allen Press
AlphaMed Press
American Academy of Family Physicians
American Academy of Pediatrics
American Association for Cancer Research
American Association for Clinical Chemistry
American Association for the Advancement of Science
American College of Physicians
American Dental Education Association
American Diabetes Association
American Heart Association
American Institute of Physics
American Medical Association
American Meteorological Society
American Physiological Society
American Phytopathological Society
American Psychiatric Publishing, Inc.
American Psychological Association
American Society for Biochemistry and Molecular Biology
American Society for Nutrition
American Society for Pharmacology and Experimental Therapeutics
American Society of Animal Science (ASAS)
American Society of Clinical Oncology
American Society of Hematology
American Society of Nephrology
American Society of Neuroradiology
American Society of Plant Biologists
American Society of Tropical Medicine and Hygiene
American Speech-Language-Hearing Association
American Thoracic Society
Annual Reviews
Australasian Medical Publishing Company
Australian Society of Anaesthetists
BioOne
BioScientifica
BMJ Publishing Group
Botanical Society of America
Brill
British Editorial Society of Bone & Joint Surgery
British Institute of Radiology
British Veterinary Association
CABI Publishing
Cambridge University Press
Canadian Psychological Association
Canadian Science Publishing
Clarivate
Cold Spring Harbor Laboratory Press
Company of Biologists
CSIRO PUBLISHING
Dansk Psykologisk Forlag
De Gruyter
EBSCO Publishing
ECS – The Electrochemical Society
EDP Sciences
Elsevier
European Association of Science Editors
European Respiratory Society
Faculty of 1000 Limited
Faculty of General Dental Practice (UK)
Frasford Pty Ltd
Future Science Group
Guilford Publications, Inc.
Health Affairs
Hogrefe Publishing Group
IFIS Publishing
Institute of Physics
Integrated Science Publishing
International Agency for Research on Cancer (IARC)/WHO
International Medical Press
IOS Press
IWA Publishing
John Libbey Eurotext
John Wiley & Sons
Johns Hopkins University Press
JoMI
Joule Inc.
Journal of Bone and Joint Surgery [American volume]
Journal of Neurosurgery Publishing Group
Journal of Wound Care ©MA Healthcare Ltd.
JoVE
Karger
Lancet, The
Lexis-Nexis (UK)
Lifescience Global
Liverpool University Press
Longwoods Publishing
LymphoSign Journal LLP
Mary Ann Liebert, Inc.
Météo et Climat
Microbiology Society
MIT Press
Morgan & Claypool Publishers
Multimed Inc.
National Academy of Sciences
National Institute of Mental Health
National University of Singapore, Centre for Biomedical Ethics
Nature Publishing Group

NEJM Group
New Zealand National Poisons Centre
NOROSH: Nordic Association of
Occupational Safety and Health
OceanSide Publishing Inc
Optimal Clinical Ltd
OrthoEvidence
Oxford University Press
Palgrave Macmillan
Pharmaceutical Press
Portland Press
Princeton University Press
ProQuest
RCNi
RMIT Publishing
Rockefeller University Press
Royal College of General Practitioners
Royal College of Physicians of London
Royal College of Surgeons of England
Royal Society, The
SAGE Publishing

Schattauer Publishers
Scientific Journal Publishers Ltd
SLACK Incorporated
Society and College of Radiographers
Society for Neuroscience
Society for the Study of Reproduction
Society of Critical Care Medicine (SCCM)
Springer Nature
Springer Publishing Company
Taylor & Francis
Thieme
UFAW
University of California Press
University of Chicago Press
University of Toronto Press
University of Toronto, Foundation for
Iranian Studies
Update Software
Wolters Kluwer - Lippincott Williams &
Wilkins

Not all of every publisher's content is licensed for all of the Research4Life Group A and Group B countries. Additional publishers may be added to this list from time to time.