

## INSTITUTION USER LICENCE FOR HINARI BAND 2

The HINARI Programme is coordinated by the World Health Organization (WHO) as the lead agency. It is a collaboration between the WHO, publishers and other health care content owners intended to provide biomedical and health care research and guideline information to non profit academic and research institutions, governmental and policy making departments in low income countries. Access to this information will generally be provided at low cost or in some cases free by the Publisher, to institutions in many countries with a Gross National Product (GNP) per capita of between US \$1000 and \$3000 according to the World Bank Report, December 2005 (HINARI Band 2), and will be governed by the terms of this Licence.

As the HINARI Publishers Statement says, participating publishers will provide "access to a wide range of key biomedical journals at prices which reflect the state of national economies in the developing world" (London, 9 July 2001).

In order to benefit from this offer, qualifying institutions in Band 2 countries which sign up for HINARI access will maintain their existing journal subscriptions, as of the year of their registration with HINARI.

This Licence constitutes a formal and legal agreement between

.....(Institution)

and the Publishers listed on Annexe A for access to and use of the on-line biomedical information published by the Publishers and listed on Annexe A and as amended from time to time on the HINARI Portal <http://www.who.int/hinari> 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. WHO assists eligible institutions to obtain a licence from the Publishers.

## 1. DEFINITIONS

<b>Authorised User</b>	<i>An institution's or government department's employee, permanent or visiting faculty, or student.</i>
<b>Walk-in User</b>	<i>Anyone other than an Authorized User who comes to the Institution's premises and is permitted by the Institution to access services there.</i>
<b>Contact</b>	<i>The person within the Institution who will administer access to the publisher's Material.</i>
<b>For Profit Corporation</b>	<i>Any corporation or body other than a not for profit academic or research institution or government department.</i>
<b>Institution</b>	<i>The academic or research library or institution or local or national government department proposed by WHO to the Publisher to obtain access in the HINARI scheme to the Publisher's on line biomedical information. As a guideline, such Institutions will usually be in countries designated by the World Bank as Lower Income. However, the Publisher reserves the grant or deny access to Institutions at its sole discretion.</i>
<b>HINARI</b>	<i>The HINARI Programme, developed and operated by WHO and its biomedical information content partners.</i>
<b>Material</b>	<i>On-line versions of journals, books and other information.</i>
<b>Publisher</b>	<i>The publisher or other rights holder who owns the copyright of the on line journals books and other information made available through HINARI or who is authorized by the copyright owner to distribute the Material.</i>
<b>WHO</b>	<i>The World Health Organization</i>

## 2. TERMS & CONDITIONS

### 2.1 AUTHORISED USERS

The Material owned by the Publisher and made available through WHO's Website or other authorised access points as part of HINARI 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 full and unlimited access to the on-line 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.*

<b>Printing</b>	<i>Authorised Users and Walk-in Users may print single copies of articles and book chapters from the Material for their private use or study <b>not to exceed 15% of the issue or book</b>. It is not permitted to print complete issues of books or journals.</i>
<b>Course Packs</b>	<i>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 HINARI Band 2 may also be placed in electronic reserves set up by the Institution for students to access in specified educational courses. Such electronic reserves must be deleted at the end of the semester in which the course concludes.</i>
<b>Document supply</b>	<i>The Institution may supply printed or digital copies of individual journal articles, book chapters and other Material belonging to the Publisher available through HINARI Band 2 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.</i>
<b>Document fees</b>	<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>

### **2.3 COPYRIGHT**

The copyright of all of the Material made available through WHO's Website or authorised access points as part of HINARI Band 2 by the Publisher 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 would result in the immediate termination of this contract between the Publisher and the Institution.

### **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 his hosting agent. Nor may the Institution attempt to tamper with or in any way amend the Publishers 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 to 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 HINARI 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 HINARI Band 2, 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 HINARI Band 2 Agreement, the Institution will have access to the online version of the biomedical journal and book titles made available by the Publishers on the WHO HINARI World Wide Web Portal (<http://www.who.int/hinari>). The range of Back Issues available on line 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 to 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 on HINARI Band 2, 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 will accept full responsibility for the good operation of this agreement within its premises and user community. It will appoint a nominated Contact who will be responsible for the safe operation 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 World Health Organisation 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 should use its best efforts to inform Authorised Users of the rights and restrictions contained in this agreement.

## **2.14 USAGE DATA**

On line 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 2009. The agreement may be continued thereafter upon written notification from each Publisher for a period to be agreed between the Publisher, WHO and the Institution. The Publishers may withdraw access to 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.

## **ANNEXE A**

### **HINARI LICENCED PUBLISHERS DECEMBER 2006**

#### **Publisher**

Akademiai Kiado  
American Academy of Pediatrics  
American Association for the Advancement of Science  
American Association for Cancer Research  
American College of Chest Physicians  
American College of Physicians  
American Dental Association  
American Dental Education Association  
American Diabetes Association  
American Medical Association  
American Physiological Society  
American Psychiatric Association Publishing  
American Psychological Association  
American Society for Biochemistry & Molecular Biology  
American Society for Investigative Pathology  
American Society of Clinical Nutrition  
American Society of Clinical Oncology  
American Society of Hematology  
American Society of Neuroradiology  
American Society of Plant Biologists  
American Society of Tropical Medicine  
Annual Reviews <sup>1</sup>  
Association of Learned and Professional Society Pubs.  
Australian Physiotherapy Association  
Berkeley Electronic Press  
BioMedCentral  
BioOne  
Blackwell Publishing  
British Medical Journal Publishing Group  
Botanical Society of America  
CABI Publishing  
Cambridge University Press  
Canadian Psychological Association  
Cochrane Collaboration  
Cold Spring Harbor Laboratory Press  
Company of Biologists  
CSIRO Publishing  
Duodecim EBM Publishing - Finnish Medical Society  
EBSCO Publishing  
Elsevier Science  
European Respiratory Society  
Faculty of General Dental Practitioners  
Guilford Publications  
Health Affairs  
Histochemical Society  
International Medical Press  
IOS Press

**Publisher**

John Libbey Eurotext  
Johns Hopkins University Press  
Journal of Bone and Joint Surgery - American Volume  
Journal of Bone and Joint Surgery - British Volume  
Landes BioScience  
Lippincott Williams & Wilkins  
Maney Publishing  
Massachusetts Medical Society  
MIT Press  
Morion  
National Academy of Sciences  
National Research Council, Canada  
Nature Publishing Group  
Oxford University Press  
Pharmaceutical Press  
Portland Press  
Revista Cubana de Anestesiologia y Reanimacion  
Rockefeller University Press  
Royal College of Surgeons of England  
Royal Society of Medicine  
Sage  
Schattauer Publishers  
SLACK Incorporated  
Society for Endocrinology  
Society for General Microbiology  
Society for Neuroscience  
Society for Personality Research  
Society for the Study of Reproduction  
Springer Science and Business Media  
Taylor and Francis  
Geo. Thieme Verlag  
Thomson Scientific  
University of California Press  
University of Chicago Press  
University of Toronto Press  
Update Software  
Vathek Publishing  
John Wiley  
World Health Organization  
United Kingdom Serials Group

<sup>1</sup> Band 1 only

Not all of every publisher's content is licensed for all of the HINARI Band 1 and Band 2 countries. Additional publishers may be added to this list from time to time.