

INSITUTION USER LICENCE FOR HINARI PHASE 1

The Health InterNetwork Access to Research Initiative (HINARI) is part of the United Nation's Health InterNetwork (HIN) project, and 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 most cases free by the Publisher, to institutions in many countries with a Gross National Product (GNP) per capita of US \$1000 or less according to the World Bank Report, December 1999 (HINARI Phase 1), and will be governed by the terms of this Licence.

In view of the absence of differentiated pricing models, the HINARI publishing partners have agreed to experiment with radically new pricing policies for the next two years. Access will continue to remain free in 2003, 2004 and 2005 for the HINARI Phase 1 qualifying institutions. It is expected that the experiences of the next two years would give sufficient feedback and data to help develop pricing policies for future years. 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). At the end of this experimental period, the cost of access to HINARI will continue to be set according to that principle.

In order to benefit from this offer during this period, qualifying institutions in Phase 1 countries which sign up for HINARI access will maintain their existing (2002) journal subscriptions.

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 as amended from time to time on the Health InterNetwork/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

Authorised User	<i>An institution's or government department's employee, permanent or visiting faculty, or student.</i>
Walk-in User	<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>
Contact	<i>The person within the Institution who will administer access to the publisher's Material.</i>
For Profit Corporation	<i>Any corporation or body other than a not for profit academic or research institution or government department.</i>
Institution	<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>
HIN	<i>Health InterNetwork: a public-private partnership to bridge the "digital divide" in public health led by the World Health Organization and noted in the United Nations' Millennium Action Plan (March 2000)</i>
HINARI	<i>The Health InterNetwork: Access to Research Initiative, developed and operated by WHO and its biomedical information content partners.</i>
Material	<i>On-line versions of journals, books and other information.</i>
Publisher	<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>
WHO	<i>The World Health Organization</i>

2. TERMS & CONDITIONS

2.1 AUTHORISED USERS

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Printing	<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 not to exceed 15% of the issue or book. It is not permitted to print complete issues of books or journals.</i>
Course Packs	<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 Phase 1 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>
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 HINARI Phase 1 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>
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>

2.3 COPYRIGHT

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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 from 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 Phase 1, 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 Phase 1 Agreement, the Institution will have access to the online version of all the biomedical journal and book titles made available by the Publishers on the Health InterNetwork/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 Phase 1, 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 2006. 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.

2.17 ACCESS CONTROL

The Institution shall indicate on Annexe B hereto, its preferred method of user access and authentication (by user ID name and password, or by IP domain).

INSTITUTION

.....

HINARI USERNAME

.....

ADDRESS

.....

.....

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DIRECTOR

(Name) (Email)

(Signature) (Date)

.....

LIBRARIAN

(Name) (Email)

(Signature) (Date)

.....

ANNEXE A

Publishers participating in HINARI Phase 1

American Association for the Advancement of Science
American Cleft Palate Craniofacial Association
American College of Physicians
American Medical Association
American Society of Hematology
Arnold
Australian Medical Association
British Medical Journal Publishing Group
BioMedCentral
BioOne
Blackwell Publishing
Botanical Society of America
CABI Publishing
Canadian Medical Association
Cochrane Collaboration
Company of Biologists
Duodecim EBM Guidelines (Finnish Medical Society)
Elsevier Science
Institut Federatif de Recherche Necker Enfants Malades
Kluwer Academic Publishers
Lippincott Williams & Wilkins
Massachusetts Medical Society
Morion (Ukraine)
National Academy of Sciences
Oxford University Press
Portland Press
Royal Society of Medicine
Royal Pharmaceutical Society of Great Britain
Sage
Springer Verlag
Taylor and Francis
Thieme Verlag
University of Chicago Press (Phase 1 only)
John Wiley

ANNEXE B

ACCESS CONTROL

The Institution shall indicate below its preferred method of user access and authentication (by user ID name and password, or by IP domain).

Name of Institution

Preferred method of access

EITHER

User ID

Password

OR

IP Domain
