



UNITED NATIONS SOFTWARE LICENCE AGREEMENT

1. DEFINITIONS

- 1.1. **Agent.** A third party appointed from time to time by the Licensee to act on the Licensee's behalf, who may undertake any or all of the obligations of the Licensee under this Licence, as agreed between the Licensee and the Agent.
- 1.2. **Authorized Users.** Current members of the staff of the Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at the Licensee's institution, who are permitted to access the Secure Network from within the institution's Premises or from such other places where Authorized Users work or study (including but not limited to Authorized Users' offices and homes, halls of residence and student dormitories) and who have been issued by the Licensee a password or other authentication, together with other persons who are permitted to use the Licensee's library or information service and access the Secure Network but only from computer terminals within the Library Premises.
- 1.3. **Commercial Use.** Use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, neither recovery of direct costs by the Licensee from Authorized Users, nor use by the Licensee or by an Authorized User of the Licensed Materials in the course of research funded by a commercial organization, is deemed to be Commercial Use.
- 1.4. **Course Packs.** A collection or compilations of materials (for example, book chapters, journal articles) assembled by members of staff of the Licensee for use by students in a class for the purposes of instruction.
- 1.5. **Documentation.** The material and information provided with the Product.
- 1.6. **Licensed Materials.** The electronic material contained in *World Urbanization Prospects: The 2009 Revision CD-ROM*.
- 1.7. **Licensee.** Purchaser of the licence to *World Urbanization Prospects: The 2009 Revision CD-ROM*.
- 1.8. **Licensor.** Means the United Nations.
- 1.9. **Product.** *World Urbanization Prospects: The 2009 Revision CD-ROM*.
- 1.10. **Secure Network.** A network (whether a stand-alone network or a virtual network within the Internet) that is accessible only to Authorized Users approved by the Licensee whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee.
- 1.11. **Server.** The server, either the Licensee's server or a third-party server designated by the Licensee, on which the Licensed Materials are mounted and may be accessed.

2. LICENCE

- 2.1. Licensor hereby transfers and assigns, and Licensee hereby accepts, all of Licensor's right, title and interest in and to that non-exclusive, non-revocable, royalty-free, fully paid-up licence to use the Product in accordance with the Documentation furnished herewith.
- 2.2. Licensee shall reproduce and include any copyright notice of the Licensor and any other Documentation furnished herewith in connection with any copies of the Product that may be made by or on behalf of Licensee pursuant to this Licence Agreement, in the exact form it appears on the Product and on the media.

3. USAGE RIGHTS

- 3.1. The Licensee, subject to Clause 6 below, may:
 - 3.1.1. Load the Licensed Materials on the Licensee's server on the Secure Network;
 - 3.1.2. Make such back-up copies of the Licensed Materials as are reasonably necessary;
 - 3.1.3. Make such local electronic copies by means of caching of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorized Users;
 - 3.1.4. Allow Authorized Users to have access to the Licensed Materials from the Server via the Secure Network;
 - 3.1.5. Provide, or permit the Agent to provide, Authorized Users with integrated access and an integrated author, article title, abstract and keyword index to the Licensed Material and all other similar material licensed from other publishers;
 - 3.1.6. Display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.
- 3.2. Authorized Users may, subject to Clause 6 below:
 - 3.2.1. Search, view, retrieve and display the Licensed Materials;
 - 3.2.2. Electronically save parts of the Licensed Materials for personal use;
 - 3.2.3. Print off single copies of parts of the Licensed Materials;
 - 3.2.4. Distribute single copies of parts of the Licensed Materials in print or electronic form to other Authorized Users.

Nothing in this Licence shall in any way exclude, modify or affect any of the Licensee's statutory rights under the copyright laws of the United States of America.

4. SUPPLY OF COPIES TO OTHER INSTITUTIONS

Notwithstanding the provisions of Clauses 3.1 and 3.3, it is understood and agreed that neither the Licensee nor Authorized Users may provide, by electronic means, to a user at another institution a copy of any part of the Licensed Materials for research or private study or otherwise.

5. COURSE PACKS AND ELECTRONIC RESERVE

- 5.1. The Licensee may, subject to Clause 6 below, incorporate parts of the Licensed Materials in printed Course Packs for the use of Authorized Users in the course of instruction at the Licensee's institution, but not for Commercial Use. Each such item shall carry appropriate acknowledgement of the source, listing title and author of the extract, title and author of the work, and the publisher. Copies of such items shall be deleted by the Licensee when they are no longer used for such purpose. Course packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users who, in the reasonable opinion of the Licensee, are visually impaired..

6. PROHIBITED USES

- 6.1. Neither the Licensee nor Authorized Users may:
 - 6.1.1. Remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;
 - 6.1.2. Systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose [other than back-up copies permitted under Clause 3.1.2];
 - 6.1.3. Mount or distribute any part of the Licensed Materials on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network.
- 6.2. The Publisher's explicit written permission must be obtained in order to:
 - 6.2.1. Use all or any part of the Licensed Materials for any Commercial Use;
 - 6.2.2. Systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorized Users;
 - 6.2.3. Publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works that combine them with any other material, other than as permitted in this Licence;
 - 6.2.4. Alter, abridge, adapt or modify the Licensed Materials, except to the extent necessary to make them perceptible on a computer screen, or as otherwise permitted in this Licence, to Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

7. WARRANTY

- 7.1. Licensor warrants and represents that it has the right to transfer and assign the Licence referred to in Clause 2 hereof to Licensee. In the event the product is or shall become the subject of an infringement claim, Licensor shall, at its expense and at its option, either: (i) procure for the Licensee the right to continue to use the Product as contemplated hereunder or (ii) replace or modify the Product or part thereof so as to make it non-infringing or (iii) refund the purchase price paid by Licensee.

- 7.2. **THE WARRANTY SET FORTH IN PARAGRAPH 7.1 ABOVE IS THE ONLY WARRANTY APPLICABLE TO THIS TRANSACTION. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE SPECIFICALLY DISCLAIMED.**
- 7.3. **LICENSEE AGREES THAT THE PRODUCT AND ACCOMPANYING DOCUMENTATION ARE PROVIDED "AS IS", AND THAT LICENSOR IS NOT RESPONSIBLE FOR ANY INACCURACIES, ERRORS OR OMISSIONS CONTAINED IN OR RELATING TO THE PRODUCT OR THE ACCOMPANYING DOCUMENTATION.**
- 7.4. **IT IS UNDERSTOOD AND AGREED THAT LICENSOR'S LIABILITY, WHETHER PURSUANT TO THIS AGREEMENT OR ANY APPLICABLE LAW, SHALL NOT, UNDER ANY CIRCUMSTANCE EXCEED THE REFUND OF THE PURCHASE PRICE PAID BY LICENSEE TO LICENSOR IN CONNECTION WITH THE PRODUCT AND THE ACCOMPANYING DOCUMENTATION. MOREOVER, UNDER NO CIRCUMSTANCE SHALL LICENSOR BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE PRODUCT AND THE ACCOMPANYING DOCUMENTATION SHALL BE DEEMED THE CONSIDERATION FOR THE LIMITATION OF LICENSOR'S LIABILITY HEREUNDER. NO PROCEEDING, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THIS TRANSACTION MAY BE BROUGHT BY LICENSEE MORE THAN ONE (1) YEAR AFTER THE DATE OF THIS AGREEMENT.**

8. TERMS OF LICENCE

- 8.1. Licensee agrees that this Licence does not grant Licensee any title to or ownership in the product or any component thereof (except for the Documentation), including any confidential proprietary information or other intellectual property relating thereto.
- 8.2. Licensee agrees that neither the Product nor any part thereof received by Licensee from Licensor under this Licence (except for the Documentation) shall be duplicated or reproduced.
- 8.3. Licensee agrees not to remove, destroy or render illegible any proprietary markings or confidential legends placed upon or contained within the Product.
- 8.4. Licensee shall comply with all laws, ordinances, rules and regulations relating to or in connection with this agreement and/or the use of the Product.
- 8.5. Any controversy or claim arising out of or relating to this agreement or any breach, termination or invalidity thereof shall, unless it is settled amicably by direct negotiations, be referred to arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then obtaining. Such arbitration shall be conducted under the auspices of the American Arbitration Authority (AAA), which shall also serve as the Appointing Authority under the Rules. The place of arbitration shall be New York City, New York. The parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such controversy or claim.

- 8.6. It is expressly understood and agreed that all of the obligations of Licensee hereunder shall survive the expiration or sooner termination of this agreement.
- 8.7. This agreement contains the entire understanding of the parties hereto, and neither it nor the rights and obligations hereunder may be changed, modified or waived, except by a formal written instrument duly signed by all of the parties hereto.

9. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this agreement or any other document that is either annexed or referred to in this agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Licensor, including any subsidiary organs of the United Nations, all of which are hereby expressly maintained and reserved. All such other documents shall be deemed to contain the following provision: "Nothing in or relating to this document shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs, all of which are hereby expressly maintained and reserved."