

## **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

Odessa Academy of Continuing Education of the Odessa Regional Council.....(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 websites (<http://www.who.int/hinari>, <http://www.fao.org/agora/>, <https://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

<b>AGORA</b>	<i>Access to Global Online Research in Agriculture is the Programme developed and operated by FAO and its agricultural information content partners.</i>
<b>Alternate Format</b>	<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>
<b>ARDI</b>	<i>The Access to Research for Development and Innovation (ARDI) program coordinated by WIPO in collaboration with its partner publishers.</i>
<b>Authorised User</b>	<i>An employee, permanent or visiting faculty, or student of the Institution that has signed this Licence Agreement.</i>
<b>Contact</b>	<i>The individual within the Institution who will administer access to the Publisher's Material.</i>
<b>FAO</b>	<i>The Food and Agriculture Organization of the United Nations.</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>Group A</b>	<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) ≤ than \$500 million and/or total GNI ≤ US\$ 15 billion where GNI per capita (GNIpc) ≤ US\$ 3000 and/or a total GNI ≤ US\$ 5 billion where GNIpc ≤ US\$ 10 000 and/or a total GNI ≤ US\$ 200 billion where either Human Development Index (HDI) ≤ 0.6 and/or GNIpc ≤ US\$ 1500.</i>
<b>Group B</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\$ 6300 where Health Life Expectancy (HALE) is ≤ 55 and/or a total GNI ≤ US\$ 300 billion where either HDI ≤ 0.67 and/or GNIpc ≤ US\$ 6300.</i>
<b>GOALI</b>	<i>The Global Online Access to Legal Information (GOALI) programme coordinated by ILO in collaboration with its partner publishers.</i>
<b>Hinari</b>	<i>The Hinari Programme developed and operated by WHO and its biomedical information content partners.</i>
<b>ILO</b>	<i>The International Labour Organization</i>
<b>Institution</b>	<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>

<b>Material</b>	<i>Online versions of journals, books and other information.</i>
<b>OARE</b>	<i>The OARE Programme, developed and operated by UNEP and its environmental information content partners.</i>
<b>Publisher</b>	<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>
<b>UNEP</b>	<i>The United Nations Environment Programme</i>
<b>Walk-in User</b>	<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>
<b>WHO</b>	<i>The World Health Organization</i>
<b>WIPO</b>	<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.*

<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 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>
<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>
<b>Alternate Access</b>	<b>Format</b> <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 permitted only to:-

- i) *An Authorised User who is on a short-term professional trip outside of their institutional environment, including outside of the country, when such a trip is of one month's duration or less*
- ii) *An authorised user of an institution with a distance education programme who is participating in that distance education programme from anywhere in the world, provided that the institutional access is provided via an IP based login, NOT via an issued user name and password*

Any other remote access from other installations is expressly prohibited and any violation of this condition will result in the termination of this agreement. 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 Research4Life programme World Wide Web portals (<https://portal.research4life.org>, <https://agora.research4life.org>, <https://ardi.research4life.org>). 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, ILO.

**INSTITUTION**

Odessa Academy of Continuing Education of the Odessa Regional Council

**Research4Life USERNAME(s)**

Lyubov Zadorozhnaya

**ADDRESS**

Odessa, Nakhimov lane, 8

.....  
.....

**DIRECTOR**

(Name) (Email)  
Lyubov Zadorozhnaya .....ushebniki@gmail.com

(Signature) (Date)  
17.02.2023

.....

**LIBRARIAN**

(Name) (Email)  
Tatiana Poltavskaya .....poltavskaj5@gmail.com

(Signature) (Date)  
17.02.2023

.....

## ANNEX A

### RESEARCH4LIFE LICENCED PUBLISHERS JULY 2021

Addleton Academic Publishers  
Allen Press  
AlphaMed Press  
American Academy of Family Physicians  
American Academy of Pediatrics  
American Association for Cancer Research  
American Association for the Advancement of Science  
American Chemical Society  
American College of Physicians  
American Diabetes Association  
American Heart Association  
American Institute of Physics  
American Mathematical Society  
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 Investigative Pathology  
American Society for Microbiology  
American Society for Pharmacology and Experimental Therapeutics  
American Society of Clinical Oncology  
American Society of Hematology  
American Society of Nephrology  
American Society of Neuroradiology  
American Society of Tropical Medicine and Hygiene  
American Speech-Language-Hearing Association  
American Thoracic Society  
Annual Reviews  
Association for Computing Machinery  
Australian Society of Anaesthetists  
BioOne  
BioScientifica  
BMJ Publishing Group  
Botanical Society of America  
Brill  
Bristol University Press  
British Editorial Society of Bone & Joint Surgery  
British Institute of Radiology  
British Veterinary Association  
CABI Publishing  
Cambridge University Press  
Canadian Periodical for Community Studies Inc  
Canadian Psychological Association  
Canadian Science Publishing  
China Law Info  
Clarivate  
Cold Spring Harbor Laboratory Press  
Company of Biologists  
CSIRO PUBLISHING  
Dansk Psykologisk Forlag  
De Gruyter  
Dimensions (Digital Science)  
Duodecim Medical Publications Ltd  
EBSCO Publishing  
ECS – The Electrochemical Society  
EDP Sciences  
Edward Elgar Publishing  
Elsevier  
Elsevier (Clinical Key)  
Emerald  
E-Periodica  
European Association of Science Editors  
European Respiratory Society  
Faculty Opinions  
Frasford Pty Ltd  
Future Science Group  
Guilford Publications, Inc.  
Health Affairs  
Hogrefe Publishing Group  
IFIS Publishing  
Institute of Physics Publishing  
Integrated Science Publishing  
Intellect  
International Association for Energy Economics  
International Association for Food Protection  
International Medical Press  
International Union Against Tuberculosis and Lung Disease  
IOS Press  
John Libbey Eurotext  
John Wiley & Sons  
Johns Hopkins University Press  
JoMI  
Joule Inc.  
Journal of Neurosurgery Publishing Group  
JoVE  
Karger  
Lancet, The  
Lifescience Global  
Liverpool University Press  
Longwoods Publishing  
LymphoSign Journal LLP  
MA Healthcare  
Mali Science and Technology Journal (JSTM)  
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  
NEJM Group  
New Zealand National Poisons Centre  
NOROSH: Nordic Association of  
Occupational Safety and Health  
OceanSide Publishing Inc  
OrthoEvidence  
Oxford University Press  
Pharmaceutical Press  
Portland Press  
Princeton University Press  
Project Euclid  
ProQuest  
ProQuest - Wellcome Trust Library  
Collection (books)  
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 of Chemistry

Royal Society, The  
SAGE Publishing  
Scientific Journal Publishers Ltd  
Serials Solutions (ProQuest)  
SLACK Incorporated  
Société de Pathologie Exotique  
Society and College of Radiographers  
Society for Neuroscience  
Society for the Study of Reproduction  
Society of Critical Care Medicine (SCCM)  
SPIE  
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.