

**License Agreement for
The Internet World Wide Web Access to the IAEA International Nuclear Information System
Database**

This License Agreement is made between the International Atomic Energy Agency (hereinafter referred to as the "Licensor") whose address is Wagramerstraße 5, P.O. Box 100, A-1400 Vienna, Austria, and _____ (hereinafter referred to as "the Licensee") whose address is _____.

WHEREAS the Licensee wishes to obtain a subscription to access via the Internet World Wide Web the IAEA International Nuclear Information System Database (hereinafter referred to as the INIS Database);

NOW, THEREFORE, the Licensor and the Licensee hereby agree as follows:

1. Terms of License

1.1 Upon acceptance by the Licensor of the Licensee's Application for a Subscription to the INIS Database, the Licensor hereby grants and the Licensee hereby accepts, upon the terms and subject to the conditions contained herein, a non-exclusive, geographically limited license to access, search, retrieve, display, print and download information contained within the INIS Database via the Internet.

1.2 This license confers a right to access the INIS Database only from the within the borders of the Licensee's country of residence, as indicated in the Licensee's Application for a Subscription to the INIS Database. Permission to access the IAEA Database from other locations must be sought in writing from the Licensor.

1.3 The Licensee shall promptly inform the Licensor in the event the Licensee's country of residence changes. Upon receipt of such notice, the Licensor may either grant access to the INIS Database from the new country of residence or terminate this License Agreement on the same terms and conditions as are provided for in clause 11 "Termination", except that termination shall take effect from the date of the Licensor's receipt of notice of change of the Licensee's country of residence.

2. Subscription Fee

2.1 In consideration for Internet access to the INIS Database the Licensee shall pay the Licensor an annual license fee as set forth in the schedule posted at the INIS Database Web site within 60 days of receipt of invoice.

2.2 This License Agreement may be terminated by the Licensor with immediate effect in the event of non-payment within the time-frame prescribed in clause 2.1.

3. Access to and Use of the INIS Database

3.1 Upon execution and return of this License Agreement, the Licensor shall issue the Licensee with a username and password for Internet access to the INIS Database.

3.2 Access to the INIS Database shall be provided twenty-four (24) hours a day, seven (7) days a week, except during maintenance, when access will not be available. The Licensor shall endeavor to provide advance notice of scheduled maintenance periods.

3.3 While the Licensor shall endeavor to provide access to the INIS Database as set forth in clause 3.2, the Licensor shall not be liable for any interruption in service that may occur.

3.4 Access to the INIS Database requires the use of a Web browser which supports the "JavaScript 1.1" standard, such as "Microsoft Internet Explorer 4.0+", Netscape Navigator 3.0+", or Netscape Communicator 4.0+".

3.5 Data transmission and computer link to the INIS Database via the Internet shall be the exclusive responsibility of the Licensee.

4. License Undertakings

The Licensee expressly undertakes not to:

- (a) provide or otherwise make available access to the INIS Database for commercial purposes in any form to any person without the prior written consent of the Licensor;
- (b) download data from the INIS Database for the purpose of creating or contributing to a database that will be searched as a substitute for, or alternative to, the INIS Database;
- (c) assert any proprietary rights to any portion of the INIS Database, or any information contained within the INIS Database;
- (d) divulge the password to unauthorized users and to promptly inform the Licensor in the event a password is compromised; and
- (e) access the INIS Database from any location outside the Licensee's country of residence from which the Licensor has granted access.

5. Reporting of Subscriber Information to INIS Liaison Officer

The Licensee expressly agrees that information concerning the Licensee, as well as the nature and subject of searches conducted by the Licensee, may be provided by the Licensor to the respective INIS Liaison Officer who is exclusively authorized to disseminate the INIS Database in the Licensee's country of residence.

6. Liability

6.1 The Licensor shall not be liable to the Licensee for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this license, the INIS Database, including the information contained within the INIS Database, disruption in access to the INIS Database, its use or otherwise.

6.2 Notwithstanding the generality of clause 6.1, the Licensor expressly excludes liability for consequential loss or damage which may arise in respect of the INIS Database, its use or for loss of profit, business, revenue, goodwill or anticipated savings.

7. Intellectual Property Rights

The Licensee acknowledges that any and all of the trademarks, trade names, copyrights, patents and other intellectual property rights used or embodied in or in connection with the INIS Database shall be and remain the sole property of the Licensor. The Licensee shall not during or at any time after the expiration or termination of this license in any way question or dispute such rights.

8. Privileges and Immunities

Nothing in this License Agreement shall be construed as a waiver of the privileges and immunities accorded to the Licensor by its Member States.

9. Settlement of Disputes

Any dispute arising out of or relating to interpretation or implementation of this License Agreement, which cannot otherwise be settled by the Parties, shall be referred by either Party to arbitration for settlement in accordance with the UNCITRAL Arbitration Rules as in force at the date the dispute is referred to arbitration. The number of arbitrators shall be one. The place of arbitration shall be Vienna, Austria. The decision of the arbitrator shall be final and binding on the Parties.

10. Force Majeure and Other Changes in Conditions

10.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Licensor shall give notice and full particulars in writing to the Licensee of such occurrence or change if the Licensor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this License Agreement. the Licensor shall also notify the Licensee of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the License Agreement. On receipt of the notice required under this Article, the Licensee shall take such actions as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Licensor of a reasonable extension of time in which to perform its obligations under the License Agreement.

10.2 If the Licensor is rendered permanently unable, wholly, or in part, by reason of force majeure

to perform its obligations and meet its responsibilities under this License Agreement, the Licensee shall have the right to suspend or terminate this License Agreement on the same terms and conditions as are provided for in Clause 11, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

10.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature of force.

11. Termination

11.1 Without prejudice to clause 1.3, clause 2.2 or clause 10.2, either Party may terminate this License Agreement by thirty (30) days written notice of the other.

11.2 In the event of termination pursuant to clause 1.3, clause 10.2 or clause 11.1,

- (a) the Licensee shall be liable for the payment of the license fee pro rated to the date of termination; and
- (b) the Licensor shall refund to the Licensee the unused portion, if any, of the annual license fee. Refunds of less than US\$ 100 (or its equivalent at the prevailing rate of exchange) shall not be made.

11.3 The Licensee's username and password for access to the INIS Database will be canceled on the date of termination.

12. Assignment

The Licensee shall not assign, transfer, pledge, or make any other disposition of this License Agreement or any part thereof or any of its rights, claims, liabilities or obligations under this License Agreement without the prior written consent of the IAEA.

13. Amendments

No changes in or modifications of this License Agreement shall be made except by mutual agreement in writing between the Licensor and the Licensee.

14. Commencement and Duration

This License Agreement shall enter into force on the date of the last signature by the Parties or their authorized representatives. It shall remain in force unless terminated in accordance with clause 1.3, clause 2.2, clause 10.2 or clause 11.

LICENSOR

LICENSEE

FOR THE INTERNATIONAL ATOMIC

ENERGY AGENCY:

(Signature)

(Title)

(Place and Date)

(Signature)

(Title)

(Place and Date)