AccessMod, version 5

TERMS OF USE AND SOFTWARE LICENSE AGREEMENT

AccessMod 5.0 ("AccessMod") is a product developed by the World Health Organization ("WHO"), in collaboration with University of Geneva and the AeHIN GIS Lab. AccessMod is available for download without charge from the WHO website.

Please read these Terms of Use and Software License Agreement (the "Agreement") carefully before installing AccessMod.

By installing and/or using AccessMod, you enter into an agreement with WHO, and you accept all terms, conditions, and requirements of the Agreement.

1. Third-party Software

1.1. Third-party software needed to use AccessMod. In order to run AccessMod, you will need to download and install the "VirtualBox" software and a modern web browser ("Chrome" is advised, but AccessMod also works on "Firefox", "Safari" and "Internet Explorer"). The “VirtualBox” software can be freely downloaded from https://www.virtualbox.org. Additionally, in order to open the results from AccessMod analyses, you will need a software to unzip ".zip" archives.

1.2. WHO disclaimers for third-party software. WHO makes no warranties whatsoever, and specifically disclaims any and all warranties, express or implied, that any third-party software is free of defects, virus free, able to operate on an uninterrupted basis, merchantable, fit for a particular purpose, accurate, non-infringing, or appropriate for your technical system.

1.3. Third-party software user license(s) and use. To the extent you are required to enter into a user license in order to use any third-party software, WHO is not a party to any such license, and WHO therefore disclaims all liability, responsibility, and/or involvement with any such license. WHO shall not be held liable or responsible for either any breach of any of the terms and conditions of any third-party software user licenses by you, or any damages arising from your use of any third-party software.

1.4. No WHO endorsement of third-party software. The use of any third-party software does not imply that these products are endorsed or recommended by WHO in preference to others of a similar nature.
2. License and Terms of Use for the Software

2.1. Copyright and license. The Software is copyright (©) World Health Organization, 2017, and is distributed under the terms of the GNU General Public license version 3 (the “GPL”), whose copied verbatim is found in the file “COPYING.txt”. In applying this license, WHO does not waive any of the privileges and immunities enjoyed by WHO under national or international law or submit to any national court jurisdiction.

As stated in the source code for AccessMod, AccessMod incorporates or makes reference to other open source software, issued under multiple license types (including the “GPL version 2”, the “LGPL version 2”, the “LGPL version 2.1”, the “LGPL version 3”, and the “MIT license”), and WHO issues AccessMod under GPL “version 3” in part to comply with the terms of those software. WHO disclaims any responsibility or liability with respect to the use or completeness of such license.

2.2. Modified Versions to AccessMod. In the event that you convey or otherwise disseminate a modified version of AccessMod:

(i) Your modified work must carry prominent notices stating that you modified AccessMod (as provided for under the terms of the GNU General Public License discussed in paragraph 2.1 above);

(ii) You must include the following disclaimer/explanatory text:

This software is a modified version of the World Health Organization’s "AccessMod ver. 5" software. This software is not the product of, is not provided by, and is not endorsed or affiliated with, the World Health Organization. The original AccessMod ver. 5 software is © the World Health Organization.

(iii) Your modified work and your dissemination of it must comply with the terms of paragraph 5.1 below, including, without limitation, that you must not use the WHO name or logo or imply any relation to WHO other than including the disclaimer text of paragraph 2.2(ii) above.

3. Copyright and Terms of Use for the Data

3.1. Copyright of Data. The sample dataset in AccessMod ("The Data") is derived from a small region in Malawi. The dataset originates from the Ministry of Health and the Survey Department of Malawi which have both kindly accepted to put their data at disposal to constitute the sample dataset distributed with AccessMod 5.0. For the avoidance of any doubt, WHO hereby asserts its copyright in the Data on behalf of itself and the Ministry of Health and the Survey Department of Malawi, and reserves all rights in the Data.

3.2. Data not part of Software or Published under the GPL. Unlike the Software, WHO is not publishing the Data under the GPL. The Data is an independent and separate work from AccessMod, and is not distributed as “part of a whole” with AccessMod, as those terms and concepts are used in the GPL.
4. Retained Rights and Limitations on Use

4.1. Retained Rights. Except as otherwise indicated herein, WHO owns and shall retain all right, title and interest in and to AccessMod, including all intellectual property rights embodied therein, including (i) all of the service marks, trademarks, trade names or any other designations associated with AccessMod; and (ii) all copyrights, patent rights, trade secret rights, and other proprietary rights relating to AccessMod. Nothing contained in this License shall be deemed to convey to you any title or ownership in AccessMod or the related documentation.

4.2. Technical limitations of Use. You shall not remove any WHO identification or notices of any proprietary, patent or copyright restrictions from AccessMod, or any support material such as the related documentation.

4.3. Limitations on use of Data. In no event shall you use the Data:

   (i) In any manner which infringes the rights of any person or entity, including the rights of WHO or any attributed owner(s) of the Data;

   (ii) In, or in association with, any product marketing, promotional, or commercial activities, including, without limitation, in, or in association with, advertisements, product brochures, company-sponsored web sites, annual reports, or other non-educational publications or distributions;

   (iii) In, or in connection with, the promotion of a commercial enterprise and/or its product(s) or service(s), and/or in any way that suggests that WHO endorses any specific company or products;

   (iv) In any political activities;

   (v) In any way which is contrary to the policies and principles of WHO and/or which might otherwise jeopardize the name or reputation of WHO, its special programmes, and/or its research projects or the attributed owner(s) of the Data;

   (vi) In any manner which is, or could be considered to be, illegal; or

   (vii) In any manner which is in violation of this Agreement.

5. Acknowledgment and Use of WHO Name and Emblem

5.1. You shall not state or imply that results from AccessMod are WHO’s products, opinion, or statements. Further, you shall not (i) in connection with your use of AccessMod, state or imply that WHO endorses or is affiliated with you or your use of AccessMod, or the Data, or that WHO endorses any entity, organization, company, or product, or (ii) use the name or emblem of WHO in any way. All requests to use the WHO name and/or emblem require advance written approval of WHO.

5.2 Any mention of AccessMod, use of outputs from AccessMod and/or use of the Data, in publications (including reports, briefings, and journal articles) must include the following citation of the source:

And the following statement: "The use of the AccessMod does not imply endorsement by WHO of any organisation or any published research."

6. **Disclaimers by WHO**

6.1. **No WHO warranties.** WHO makes no warranty with respect to AccessMod, and disclaims all statutory or implied warranties, expressed or implied, as to the accuracy, completeness or usefulness of any information, apparatus, product, or process related to AccessMod, including, without limitation, to any warranty of design or fitness for a particular purpose, even if WHO has been informed of such purpose. WHO does not represent that the use of AccessMod would not infringe third parties' proprietary rights. **WHO provides AccessMod “as is”,** and does not represent that AccessMod is operational, free of defects, virus free, able to operate on an uninterrupted basis, or appropriate for your technical system.

6.2. **Changes to AccessMod.** WHO reserves the right to make updates and changes to AccessMod without notice, and accepts no liability for any errors or omissions in this regard.

6.3. **Use of AccessMod.** The user of AccessMod is responsible for the interpretation and use of the analysis and outputs that are being generated through its use.

6.4. **Country or area designations.** The designations employed and the presentation of the material in the sample dataset do not imply the expression of any opinion whatsoever on the part of WHO concerning the legal status of any country, territory, city or area, or of its authorities, or concerning the delimitation of its frontiers or boundaries.

6.5. **Mentions of companies or products.** Any mention of specific companies or of certain manufacturers’ products does not imply that they are endorsed or recommended by the World Health Organization in preference to others of a similar nature that are not mentioned. Errors and omissions excepted, the names of proprietary products are distinguished by initial capital letters.

7. **Limitation of WHO’s Liability**

7.1. WHO shall not be liable for any loss or damage arising directly or indirectly in connection with, or resulting from, your use of AccessMod.

7.2. WHO further expressly excludes liability for any indirect, special, incidental or consequential damages which may arise in respect of AccessMod and its use, and the results thereof, including, without limitation, any use of the Data.

8. **Your Indemnification of WHO**

8.1. You shall indemnify, hold harmless, and defend at your own expense WHO, its officers, agents, and employees from and against any claims, demands, causes of action, and liability of any nature or kind resulting from or relating to your use of AccessMod.
9. Term and Termination of this Agreement

9.1. This Agreement shall remain in effect so long as you hold any copy of AccessMod on any of your computer systems or storage media. This Agreement, including the rights granted under it, shall terminate automatically upon any breach by you of any of its terms. Further, WHO may terminate this Agreement, including the rights granted under it, at any time, with immediate effect, for any reason, by written notice to you. This Agreement is the entire agreement between you and WHO with respect to its subject matter. This Agreement may only be amended by mutual written agreement of you and WHO.

9.2. Upon termination of this License for any reason whatsoever, you shall immediately cease all use of AccessMod and destroy and/or remove all copies of AccessMod on your computer systems and storage media.


10.1. You may not assign this Agreement without the prior written agreement of WHO (such agreement not to be unreasonably withheld).

10.2. This Agreement may not be supplemented, modified, amended, released or discharged, unless approved in writing by WHO. WHO reserves the right to make changes and updates to this Agreement without prior notification. Such changes and updates shall be applied as of the date of their issuance. Any waiver by WHO of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

10.3. If any provision of this Agreement is invalid or unenforceable, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

10.4. Paragraph headings in this Agreement are for reference only.

10.5. Any matter relating to the interpretation or application of this Agreement which is not covered by its terms shall be resolved by reference to Swiss law. Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, in accordance with the UNCITRAL Arbitration Rules. The parties shall accept the arbitral award as final.

10.6. Nothing contained herein or in any license or terms of use related to the subject matter herein (including, without limitation, the GNU General Public License discussed in paragraph 2.1 above) shall be construed as a waiver of any of the privileges and immunities enjoyed by the World Health Organization under national or international law, and/or as submitting the World Health Organization to any national court jurisdiction.

***