



October 19, 2009

License Agreement

World Bank e-Library

© by **The International Bank for Reconstruction and Development/The World Bank**

This License Agreement is made between the International Bank for Reconstruction and Development/The World Bank, with headquarters at 1818 H Street, N.W., Washington, D.C. 20433, U.S.A. (hereinafter called the “Bank”), and Office of the Public Sector Development Commission (OPDC) with offices at 59 Phitsanulok Road, Dusit, Bangkok 10300 hereinafter called the “Licensee”).

It is agreed as follows:

1. Copyright; Grant of Rights

- 1.1. In consideration of the payment of the license fee specified in Annex A (hereinafter called the “Fee”), the Bank hereby grants the Licensee a non-exclusive, non-transferable right to provide access to the World Bank e-Library (hereinafter called the e-Library) and the titles and content contained therein (hereinafter referred to as the ‘Works’) to a maximum of **15** authorized users (hereinafter called the “Authorized Users”), subject to an appropriate user agreement, for non-commercial educational and scholarly use.
- 1.2. The Licensee agrees and acknowledges that the Works are the valuable intellectual property of the Bank and that all proprietary rights (including but not limited to copyrights) are and shall remain the property of the Bank. The Bank retains all rights not specifically granted to the Licensee under this Agreement.
- 1.3. The rights granted to the Licensee do not include the right to prepare, sell or otherwise distribute the Works or portions thereof in print, or the right to prepare, sell or otherwise distribute electronic editions of the Works. This restriction of rights applies to any means, method, or process whatsoever, now known or hereafter developed. Permission to distribute content from the Works, which the Licensee or the Authorized Users eventually incorporate or translate into other works, shall be obtained by each instance of such use from the Bank.

2. Access to the E-Library by Authorized Users

The Licensee shall implement reasonable and appropriate methods to protect the e-Library and the Works against abuse by third parties, including Authorized Users, and shall to this effect:

- a) inform the Authorized Users that access to the e-Library is provided for private or other personal use only;

b) submit the use of the e-Library by Authorized Users to the following conditions:

- ◆ to refrain from any distribution whatsoever (commercial, gratuitous, or otherwise) of the Works;
- ◆ to refrain from any act of alteration of the Works.

3. Duration of the License

This License pertains to e-Library only and becomes effective on the day the Licensee pays the Fee. It shall be valid until December 2010. This License may be renewed under terms which shall be discussed by the parties on or about October 31, 2010.

4. Archiving

Should the Licensee desire to use store selected Works using standard archival methods (hereinafter called "the Archived Works"), the authorized usage for the Archived Works shall be subject to the same terms and conditions as the Works and the e-Library.

5. Termination of the License

The Bank may terminate this License or suspend Licensee's access to the e-Library for cause with immediate effect if the Licensee fails to adhere to any of the terms of this Agreement.

6. Changes to E-Library

The Bank reserves the right, at its sole discretion, to suspend, change, modify, add or remove content from the e-Library at any time.

7. Limited Warranty, Disclaimer of Liability and Indemnity

While every effort has been made to ensure the high quality and accuracy of the Works, the Works and the e-Library are provided "as is", without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties or merchantability and fitness for a particular purpose. The Bank does not warrant that the functions contained in e-Library shall meet the Licensee's or its Authorized Users' requirements or that the operation of e-Library shall be uninterrupted or error-free. In no event shall the Bank be liable to the Licensee for any damages arising out of the use or the inability to use the Works or the e-Library.

8. Arbitration

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, which cannot be amicably settled between the parties, shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration rules as at present in force. The language to be used in the arbitral proceedings shall be English.

9. Acceptance

The Licensee shall notify the Bank of its acceptance of the terms of this Agreement by October 31, 2009. Such acceptance shall be in the form of duly signed original copies of this Agreement and payment of the Fee sent to the Bank within this time limit.

