

Site License Agreement for the CHANT Web Site Reserved Area

THIS AGREEMENT is made on the _____ day of _____ 20____ between THE CHINESE UNIVERSITY OF HONG KONG at Shatin, New Territories, Hong Kong SAR ("CUHK") and _____ ("Institution"). The Institution hereby applies to access or to establish a connection to the CHANT Web Site Reserved Area ("Site"), which is developed by the D. C. Lau Research Centre for Chinese Ancient Texts ("Centre"), the Institute of Chinese Studies of CUHK.

1. License Terms

1.1 In return for the payment of a license fee (specified as below), CUHK hereby grants to Institution and Institution hereby accepts from CUHK, effective from _____, a non-exclusive, non-transferable license to access the Site for a period of one year.

A. Subscription to all five databases

	Individual Subscription Fee	Qty	Institutional Subscription Fee	Qty
Hong Kong and Overseas	HKD 2,800 / USD 350		HKD 6,800 / USD 840	
Mainland	RMB 1400		RMB 3400	

B. Subscription to each individual database

(I) Jiaguwen or Jianbo (Excavated Texts)

	Individual Subscription Fee	Qty	Institutional Subscription Fee	Qty
Hong Kong and Overseas	HKD 420 / USD 52		HKD 995 / USD 125	
Mainland	RMB 210		RMB 500	

(II) A Computerized Database of Bronze Inscriptions (Excavated Texts)

	Individual Subscription Fee	Qty	Institutional Subscription Fee	Qty
Hong Kong and Overseas	HKD 830 / USD 105		HKD 1,990 / USD 250	
Mainland	RMB 415		RMB 1,000	

(III) Pre-Han and Han or Weijin (Traditional Texts)

	Individual Subscription Fee	Qty	Institutional Subscription Fee	Qty
Hong Kong and Overseas	HKD 830 / USD 105		HKD 1,990 / USD 250	
Mainland	RMB 415		RMB 1000	

Total Subscription Fee: _____

1.2 This license grants access to Internet domain (range, ranges or IP addresses) of the Institution as specified below. This will allow an authorized user from an authorized IP address to have access to the Site. Users not at an authorized IP address will not have access to the Site unless via secure authentication. There are no limits on the number of users from the Institution that may use the Site

at any one time. Furthermore, this license grants access solely to faculty (permanent or visiting), students and staff of the Institution and on-site users of the Institution's library and campus computer network ("Authorized Users"). Institution is responsible for undertaking reasonable measures to prevent access by unauthorized persons to its authorized IP addresses, and is responsible for terminating any unauthorized access of which it has actual notice or knowledge.

IP addresses*: (* The first three octet should be fixed to subscribe for a range of IP address.)

- 1.3 Institution agrees not to sub-license, rent, lease, loan, assign or transfer any licenses granted by CUHK. Any attempt at such sub-license, rent, lease, loan, assignment or transfer is void.
- 1.4 Institution agrees not to copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works, transmit, or in any way exploit any part of the Site, except that Institution and Authorized Users may download material from the Site for personal and/or internal use as follows: Institution and Authorized Users keep intact all copyright and other proprietary notices. Without limiting the generality of the foregoing, Institution and Authorized Users may not distribute any part of the Site over any network, including a local area network, nor sell or offer it for sale. Derivative works are not allowed unless prior written approval from the CUHK has been obtained. Institution agrees to acknowledge the source of the downloaded material in any publication resulted from the use of the material by endorsing the Proprietary Notice stipulated in Clause 3 below.
- 1.5 The CUHK reserves the right to restrict the access of the Site and/or the use of the material in the Site and to suspend or revoke Institution's right to access the Site and/or the use of the material in the Site based on CUHK's belief that Institution's use of the Site and/or the material in the Site violates this agreement or applicable law. In such case no refund would be made.
- 1.6 Institution agrees to abide by all the provisions of this agreement. Institution further agrees to make reasonable efforts to ensure that access complies fully with all the provisions of this agreement.

2. Warranty

- 2.1 The CUHK warrants that the Site is functional and the Centre has made all reasonable efforts commensurate with the standard of research centres to make the content of the Site extensive. The Site will be regularly updated by the Centre.
- 2.2 The CUHK does not warrant that the service will be uninterrupted or error free.
- 2.3 Other than Clause 2.1 above, any statement, condition or warranty, express or implied, statutory or otherwise, as to the quality, merchantability, or suitability or fitness for any particular purpose of the Site is hereby excluded and CUHK shall not be liable to Institution or any other persons for loss or damage (whether directly, consequentially, or incidentally) arising directly or indirectly in connection with the use of or the inability to use the Site.

3. Proprietary Notice

The Proprietary Notice means the following notices and legends (which may be amended by notice by CUHK to Institution from time to time).

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4. Confirmation by Institution

I/We acknowledge that I/We have read and understood this Agreement. I/We agree to be bound by its terms and conditions set out therein. I/We further agree that this Agreement is the only agreement, written or oral that applies to my/our use of the CHANT Web Site Reserved Area.

Signed by: _____ Date: _____

Name & Title of Signatory: _____

Tel No.: _____ Fax No.: _____ E-mail: _____

5. Confirmation by CUHK

We confirm your registration of the CHANT Web Site Reserved Area and agree to grant and provide the requested license on the terms and conditions set out in this Agreement with effect from _____ for a period of one year.

Signed by:

_____ Date _____

Ho Che Wah (Professor)

Director

for and on behalf of **D. C. LAU RESEARCH CENTRE FOR CHINESE ANCIENT TEXTS,**

INSTITUTE OF CHINESE STUDIES

Endorsed by:

_____ Date _____

Sharon Tam (Ms)

Director

Knowledge Transfer Office

for and on behalf of **THE CHINESE UNIVERSITY OF HONG KONG**