

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 consideration of the payment of the subscription fee (as specified below), CUHK hereby grants to Institution and Institution hereby accepts from CUHK, effective from _____, a non-exclusive, non-transferable license to access to the Site for a period of _____ year(s) (“subscription period”) subject to the terms and conditions of this Agreement.

Subscription Fee: (please ✓ as appropriate)

Databases	Yearly Subscription Fee			Year(s)	Amount
	HKD\$	USD\$	RMB¥		
1) New <i>Jiaguwen</i> Database	<input type="checkbox"/> 2,990	<input type="checkbox"/> 375	<input type="checkbox"/> 2,388		
2) <i>Jinwen</i> Database	<input type="checkbox"/> 1,990	<input type="checkbox"/> 250	<input type="checkbox"/> 1,592		
3) <i>Jianbo</i> Database	<input type="checkbox"/> 1,234	<input type="checkbox"/> 155	<input type="checkbox"/> 987		
4) Pre-Han and Han Database	<input type="checkbox"/> 1,990	<input type="checkbox"/> 250	<input type="checkbox"/> 1,592		
5) Six Dynasties Database	<input type="checkbox"/> 1,990	<input type="checkbox"/> 250	<input type="checkbox"/> 1,592		
6) <i>Leishu</i> Database	<input type="checkbox"/> 796	<input type="checkbox"/> 100	<input type="checkbox"/> 637		
7) Lexicon Database	<input type="checkbox"/> 796	<input type="checkbox"/> 100	<input type="checkbox"/> 637		
Sub-Total: _____					
Special Offers					
1) Subscription for 7 Databases	<input type="checkbox"/> 15% off				
2) Subscription for more than 1 year:					
a. 2–4 years	<input type="checkbox"/> 10% off				
b. 5 years or above	<input type="checkbox"/> 20% off				
Subscription fee: _____					
Additional Fee for Wide Range of IP Address					
1) 130,001–260,000	<input type="checkbox"/> 10% of subscription fee				
2) over 260,001	<input type="checkbox"/> 20% of subscription fee				
TOTAL AMOUNT: <input type="checkbox"/> HKD\$ <input type="checkbox"/> USD\$ <input type="checkbox"/> RMB¥ _____					

1.2 CUHK hereby grants Institution the right to access to an Internet domain (range, ranges or IP addresses) of the Institution as specified below:

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

- | | |
|----------|----------|
| 1) _____ | 4) _____ |
| 2) _____ | 5) _____ |
| 3) _____ | 6) _____ |

This license solely allows faculty (permanent or visiting), students, and staff members of Institution and on-site users of Institution’s library and campus computer network (“Authorized Users”) from an authorized IP address to have access to the Site. Authorized Users not at an authorized IP address shall not have access to the Site unless via VPN or Proxy Server. There are no limits on the number of Authorized Users from Institution that may use the Site at any one time. For the avoidance of doubt, any server or supercomputing device associated with or connected to any IP address(es) recognized by CUHK shall not be regarded as one of the Authorized Users. Such device shall not access, copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works, transmit, download, extract or in any way exploit any part of the Site.

1.3 If Institution is using proxy server(s) to access the Site (“Proxy Servers”), Institution warrants and undertakes to ensure the following:

1. The Proxy Servers are eligible for use by the faculty (permanent or visiting), students, and staff members of Institution only. No other person, party or entity, including any other institutions, can connect to or have access to the Proxy Servers.
2. There is no sub-license through Proxy Servers.
3. Login system has to be installed on a Proxy Server.
4. No content of the Site shall be stored on the Proxy Servers other than caching.
5. All content of the Site cached in the Proxy Servers shall be destroyed forthwith upon termination or expiry of this Agreement.

1.4 Institution shall be responsible for undertaking reasonable measures to prevent access by unauthorized persons to its authorized IP addresses, and shall be responsible for terminating any unauthorized access of which it has actual notice or knowledge.

1.5 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.

1.6 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 provided that Institution and Authorized Users keep intact all copyright and endorse the Proprietary Notice stipulated in Clause 3 below. 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 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.

1.7 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.

- 1.8 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. Disclaimer of Warranties

- 2.1 CUHK warrants that 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 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, 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 direct, indirect, consequential, incidental or special loss or damage) arising from or 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 from CUHK to Institution from time to time):

“This material is retrieved from the Site which was developed by the D. C. Lau Research Centre for Chinese Ancient Texts, the Institute of Chinese Studies, a division of The Chinese University of Hong Kong (“CUHK”) in whom all proprietary rights reside.

The Site is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No part of the Site shall be reproduced or adapted without prior written permission approved by CUHK.”

4. Indemnification

Institution agrees to indemnify CUHK and hold CUHK harmless from any claim, demand or action, including reasonable attorneys’ fees, made by any third party due to or arising out of Institution’s use of the Site, violation of this Agreement by Institution, or infringement by Authorized Users, or other user of the Site using Authorized Users’ login name and password, of any intellectual property or other right of any person or entity.

5. Termination

CUHK shall have the right to immediately terminate this Agreement in case Institution is in material breach of any term of this Agreement by serving a notice to Institution. Upon termination, Institution shall cease the right to access to and use the Site.

6. Notice

All notices to CUHK shall be made to the following address by mail, fax or email:

Address: D. C. Lau Research Centre for Chinese Ancient Texts, Institute of Chinese Studies, The Chinese University of Hong Kong, Shatin, Hong Kong.

Attention: Ho Che Wah (Professor)

Fax No.: +852 2603 5149

Email: chant@cuhk.edu.hk

7. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region, People’s Republic of China, excluding its conflict of law provisions. The parties hereto agree to submit to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

8. General

- 8.1 This Agreement constitutes the entire agreement and supersedes all prior communications, understandings, and agreements, until such time as modifications or amendments to the Agreement are mutually agreed to in writing and signed by the authorized representatives of both parties.
- 8.2 If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.
- 8.3 CUHK’s failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by CUHK in writing.
- 8.4 Institution and CUHK agree that any cause of action arising out of or in connection with this Agreement must commence within the subscription period after the cause of action arose; otherwise, such cause of action is permanently barred.
- 8.5 The clause titles in this Agreement are solely used for the convenience of the parties and shall have no legal or contractual significance.

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: _____

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, effective as of _____, during the subscription period.

Signed by:

 Ho Che Wah (Professor) Date
 Director
 for and on behalf of **D. C. LAU RESEARCH CENTRE FOR CHINESE ANCIENT TEXTS,
 INSTITUTE OF CHINESE STUDIES**

Endorsed by:

Benny Chung-Ying Zee (Professor)
Director
Office of Research and Knowledge Transfer Services
for and on behalf of **THE CHINESE UNIVERSITY OF HONG KONG**

Date