WORLD HEALTH ORGANIZATION (WHO)

Terms and conditions to access the Be He@lthy Be Mobile message libraries

By submitting this request to reproduce WHO message libraries (the “Licensed Materials”), you agree to the terms and conditions of this legal agreement (the “Agreement”) between you and WHO, which grants you a license to use the Licensed Materials. Please read this Agreement in its entirety before using the Licensed Materials.

If you enter into this Agreement on behalf of an organization, by using the Licensed Materials you confirm (represent and warrant) that you are authorized by your organization to enter into this Agreement on the organization’s behalf. In such a case, the terms “you” and “your” in this Agreement refer to, and this Agreement applies to, the organization.

WHO grants this license to you based on the representations and warranties you made in the license request you submitted through WHO’s online platform. If any of those representations and/or warranties are or become false or inaccurate, this license agreement shall automatically terminate with immediate effect, without prejudice to any other remedies which WHO may have.

If you have questions regarding this Agreement, please contact bhbm@who.int.

1. **License.** Subject to the terms and Conditions of this Agreement, WHO grants you a worldwide, royalty free, non-transferable, non-sublicensable, and non-exclusive licence to incorporate/reproduce the Licensed Materials, in the manner and using the media indicated in the Permissions Request Form you submitted to WHO. Any product which incorporates the Licensed Materials is hereinafter referred to as the “Product”. You further have the right, either directly or through your distributors, to license the Product Worldwide to users of the Product. The Licensed Materials shall not be licensed, sublicensed, or otherwise distributed on a stand-alone basis. This licence is limited to the current and future releases of your Product. If your request includes translation into different languages, then non-exclusive permission is hereby granted to translate and adapt the Licensed Materials into the languages indicated in accordance with articles 3 and 6 of this Agreement.

2. **Retained Rights.** Copyright in the Licensed Materials remains vested in WHO, and WHO retains all rights not specifically granted under this Agreement.

3. **Translation of the Licensed Materials.** In case of translation, it should be faithful to the original version. WHO is unable to verify the accuracy, approve the content, and takes no responsibility for the translation. The PDF of the translation should be provided to WHO with permission 1) to make the PDF available on WHO web site and institutional repository and 2) to use, amend, adapt, reproduce, publish, and distribute the PDF or its part(s) for any purpose whatsoever.
4. **Mandatory Acknowledgement** WHO shall be acknowledged with a full bibliographical reference to the Work, in any printed materials or electronic documentation accompanying the Product with the following disclaimer in the appropriate acknowledgement section of the Product “Some content included in parts of this product may have been adapted from the World Health Organization’s (WHO) Be He@lthy Be Mobile initiative ([https://www.who.int/initiatives/behealthy](https://www.who.int/initiatives/behealthy)). The WHO does not in any way reflect claims, promises, or guarantees about the accuracy, completeness, or adequacy of the contents of this Product, and does not constitute endorsement, recommendation, or favouring by the WHO.” If you translated parts of the Product, you should, in addition, include the following disclaimer: “This translation was not created or approved by the WHO. The WHO is not responsible for the content or accuracy of this translation.”

5. **Product Delivery and updates**: The Licensed Materials and validated updates are available on the WHO web site. WHO does not undertake to supply the above-mentioned updates to the Licensee, however Licensee may use the published updates in the Product. Future editions of the Licensed Materials will require a new License from WHO.

6. **Altering or Modifying the Licensed Materials**. The Licensed Materials may require local cultural or contextual adaptations. These can therefore be amended, abridged, deleted or in any other way changed. You may not add company or product branding to the Licensed Materials.

7. **Appropriate and Prohibited Uses**. You must use the Licensed Materials in a factual and appropriate context. You may not use the Licensed Materials in association with any product marketing, promotional, or commercial activities, including, without limitation, in advertisements, product brochures, company-sponsored web sites, annual reports, or other non-educational publications or distributions. The publication should not be distributed on the Internet or in printed or electronic format. Any additional use requires written permission from WHO.

8. **Reporting**. You agree to provide WHO and ITU with a brief report on the specific tools used, number of people reached, evidence of impact and any other relevant information, at least twice by the end of every calendar year.

9. **No WHO Endorsement**. You shall not state or imply that WHO endorses or is affiliated with your Product or the Licensed Use, or that WHO endorses any entity, organization, company, or product. You shall not apply for any trademark or service mark registrations for a product name containing the words of the Licenses Materials.

10. **No use of the WHO logo**. In no case shall you use the WHO name or emblem, or any abbreviation thereof.

11. **No Warranties by WHO**. All reasonable precautions have been taken by WHO to verify the information contained in the Licensed Materials. However, WHO provides the Licensed Materials to you without warranty of any kind, either expressed or implied, and you are entirely responsible for your use of the Licensed Materials. In no event shall WHO be liable for damages arising from your use of the Licensed Materials.

12. **Your Indemnification of WHO**. You agree to indemnify WHO, and hold WHO harmless against, any claim for damages, losses, and/or any costs, including attorneys' fees, arising in any manner
whatsoever from your use of the Licensed Materials or for your breach of any of the terms of this Agreement.

13. **Termination.** The licence and the rights granted under this Agreement shall terminate automatically upon any breach by you of the terms of this Agreement. Further, WHO may terminate this licence at any time with immediate effect for any reason by written notice to you. In the event of a termination of this Agreement, you shall be afforded a reasonable period of time not to exceed 90 days to cease any further distribution of the Licensed Materials (as incorporated into your Product) to your additional Customers. Your Customers to which Products with the Licensed Material incorporated had been delivered shall be entitled to continue their use of the Licensed Materials and will not be required or expected to remove date recorded from the use of the Licensed Material.

14. **Entire Agreement, Amendment.** This Agreement is the entire agreement between you and WHO with respect to its subject matter. WHO is not bound by any additional terms that may appear in any communication from you. This Agreement may only be amended by mutual written agreement of you and WHO.

15. **Headings.** Paragraph headings in this Agreement are for reference only.

16. **Dispute resolution.** 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, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

17. **Privileges and immunities.** Nothing in or relating to this Agreement shall be deemed a waiver of any of the privileges and immunities enjoyed by WHO under national or international law and/or as submitting WHO to any national court jurisdiction.