

Pandemic Influenza Severity Assessment Application



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By using the Application, you (the "**Licensee**") enter into an agreement with the World Health Organization ("**WHO**") and you accept all terms, conditions, and requirements of the Agreement.

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- (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;
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- (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.

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Pandemic Influenza Severity Assessment (PISA) Application: Software for visualizing PISA estimates from countries. Version 1.0. Geneva, World Health Organization, 2018.

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9. Your Indemnification of WHO

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10.1. This Agreement shall remain in effect so long as you hold any copy of the Application 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.

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

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11.3. 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.

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

11.5. 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

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