

**LICENCE AGREEMENT
FOR THE USE OF THE NATIONAL LIBRARY OF AUSTRALIA
CD ROM PUBLICATION *ENDEAVOUR: CAPTAIN COOK'S JOURNAL 1768-71*
WITHIN LIBRARIES**

This is an agreement between the **NATIONAL LIBRARY OF AUSTRALIA** of Canberra, ACT 2600, herein called the 'Supplier' and

herein after called the 'Library'.

I. The Product

This agreement concerns the CD-ROM product known as

Endeavour: Captain Cook's Journal 1768-71 ('Product')

The Product comprises one CD-ROM disc packaged to include a 16 page booklet only.

II. The Agreement

The Parties agree that in consideration of payment of _____ the Library is licensed to use the Product in accordance with the terms and conditions expressed in Part III of this Agreement.

III. The Terms and Conditions

1) Commencement and Duration

- i) This agreement will commence when signed by all Parties and will continue indefinitely or until terminated by the Supplier.

2) Conditions of Access and Use

- i) The Library may not lend the Product.
- ii) The Library may provide its users with access to the Product only by single terminal access within the Library.
- iii) The Library and its users may make any 'normal' use of the Product, including loading, running, viewing, searching, and listening.
- iv) The library and its users may, where the purpose is research or study and not commercial, use the Product by means of downloading hardcopy (ie print) reasonable portions of the information contained in the Product's Print Option. For the purpose of this clause "reasonable portion" shall have the same meaning as it has in Section 10 (2) of the Copyright Act.
- v) The Library may not use the Product for purposes associated with the creation of another commercial database.
- vi) The Library may not decompile, disassemble, or reverse engineer the Product.
- vii) The Library is not permitted to produce backup or working copies of the Product.

3) Ownership of the Product

- i) Ownership of copyright and related rights in the Product is not affected by this agreement.
- ii) Ownership of the CD-ROM passes to the Library.

4) Customer Support and Product Updates

- i) The Supplier will replace any CD-ROM found to be defective or containing faults within 7 days of return of the same.

5) Responsibilities of the Library

- i) The Library will take all reasonable steps to ensure that the Product is not used otherwise than in accordance with the terms and conditions of this agreement.
- ii) The Library will ensure that a warning about copyright and license provision regulating the use of the Product is brought to the attention of any users of the Product.
- iii) The Library recognises that the rights of the Supplier and other third party contributors to the Product may be affected by the unauthorised use of the Product. It therefore agrees to indemnify the Supplier from the claims of such third parties that arise directly as a result of wilful or reckless infringement by the Library of this agreement.

6) Supplier's Warranties

- i) Save that the Supplier warrants that the Product will be and perform substantially as advertised or promoted, the Supplier makes no warranty as to the accuracy or completeness of the Product or its fitness for particular purpose, nor does the Supplier assume liability for any direct, indirect or consequential loss out of the use of the Product.

7) Termination

- i) If the Library breaches this agreement the Supplier may, upon 7 days notice and without prejudice to any other rights or remedies available to it, elect to terminate this agreement.
- ii) Within 7 days of termination, the Library must destroy all copies of the CD ROM and cease to use or permit the use of the Product.

8) General

- i) This agreement and the licence contained in it may not be assigned.
- ii) All notices must be in writing and forwarded by prepaid post to the last known address of the relevant Party.
- iii) Unless the context otherwise requires, references to the singular include references to the plural, and vice versa.
- iv) The Parties accept no responsibility for breach of this agreement which occur as a result of circumstances beyond their control, including without limitation war, terrorism, riots, civil disturbances, strikes, industrial action, and acts of God.
- v) Any term or condition found to be void or unenforceable shall be modified or severed from this agreement in order that all remaining terms and conditions continue in full force and effect.
- vi) This agreement is to be governed by the laws of the Australian Capital Territory.
- vii) This agreement contains the entire agreement and understanding of the Parties.

Signed for and on behalf of Supplier

_____ Date _____

Signed for and on behalf of Library

_____ Date _____