

AustLit Licence Agreement

- Single Academic Institution (Schools)

This Licence is Agreed, the **[insert date]**

between

The University of Queensland on behalf of AustLit: Discover Australian Stories Database and Online Resource (aka AustLit), St Lucia Campus, Queensland, 4072 (“the Publisher”)

and

[School (primary and/or secondary) name and address].

1. DEFINITIONS

“the Act” – the Copyright Act 1968 (Commonwealth)

“Annual Subscription Fee” – the fee set out in Schedule 1 to this Agreement and as amended and notified by the Publisher to the Licensee from time to time.

“Authorised Users” - the Licensee and any person permitted by the Licensee to use its facilities, whether located at a campus of the University of Queensland or otherwise.

“Licensed Product” – AustLit, including biographical, bibliographic data, and full-text content.

“Licensee” – **[Subscribing School]**

“Publisher” – AustLit, The University of Queensland

“Secure Network” – A network that is only accessible to staff of the Licensee or its Authorised Users, whether within the Licensee’s premises or at other access points within the School premises or via remote access through School proxy servers, and whose identity is confirmed via IP recognition.

“the Service” – the service constituted by the licensed provision of access to the Authorised Product by the Publisher to the Licensee

“University” – The University of Queensland.

2. TERMS OF AGREEMENT

The Service

The Publisher, in return for the payment of the nominated Annual Subscription Fee and the continued compliance of the Licensee with the terms of this Agreement, grants to the Licensee a non-exclusive and non-transferable right to access the Licensed Products via a Secure Network and to provide its Authorised Users with access to such Licensed Products for the purposes of research, teaching and private study.

Authorised Users' Compliance with Agreement

The Licensee will make reasonable efforts to ensure that Authorised Users make use of the Service in compliance with the terms of this Agreement and will bring relevant usage terms to their notice. The Licensee will take immediate steps to prevent the continuation of activities which constitute a misuse of the Service.

Coursepacks

The Licensee or School may incorporate parts of the Licensed Product into printed or electronic Coursepacks for sale or distribution to students of the School.

Sale of Coursepacks incorporating Licenced Product to students of the School will not be taken to be a "commercial use" of the Licensed Product.

Nothing in this Agreement shall be taken to derogate from a School's rights under Part VB of the Act.

Electronic Reserve

The Licensee may include parts of the licensed Product in an electronic reserve that is accessible only by Authorised Users.

Library Document Delivery

The Licensee shall not reproduce or communicate any part of the Licensed Product to any other library, institution or individual pursuant to any provision of the Act.

No Commercial Use of Licensed Products

The Licensee shall not engage in any activity whereby the Licensed Product is reproduced, supplied, viewed, hired or otherwise dealt with for profit.

Copy and Communication Prohibited

Except as specifically permitted by this Agreement, all reproduction, communication and storage of the Licensed Product is prohibited. This includes reproduction and storage of any part of the Licensed Product in any database, computer or other electronic storage device.

Operation of the Copyright Act

The Australian Copyright Act 1968 shall apply to this Agreement to the extent that its operation is not otherwise excluded or modified.

Publisher's Warranty

The Publisher warrants to the Licensee that it is the lawful copyright owner of the Licensed Product or is otherwise authorised to incorporate relevant third-party material into the Licensed Product.

Limitation of Liability

The Publisher will not be liable for any loss or damage, howsoever caused, that may be suffered by the Licensee as a consequence of using the Licensed Product.

Interruption of Service

The Publisher will use its best endeavours to ensure uninterrupted access by the Licensee to the licensed Product, but any such interruption will not constitute a breach of its obligations under this Agreement and will not entitle the Licensee to a refund of any part of the Annual Subscription Fee.

Term and Termination

The initial term of this Agreement is 12 months from signing and then such further annual periods as evidenced by the payment by the Licensee to the Publisher of the Annual Subscription Fee.

The Agreement may terminate at the sole discretion of the Publisher if the Licensee commits a wilful, material and persistent breach of the Agreement.

Resolution of Disputes

Any disagreement or dispute between the parties arising out of this Agreement shall in the first instance be referred to a mediator appointed by the parties for that purpose.

The mediator shall assist the parties to reach agreement, but cannot impose a decision upon them.

Costs of the mediation will be shared equally between the parties.

Entire Agreement

This Agreement constitutes the entire agreement between the parties.

Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation or enforceability of the remainder of this Agreement.

Governing Law

The governing law of this Agreement shall be the laws of Queensland.



Subscription Order and Acceptance Form
The University of Queensland
AustLit
www.austlit.edu.au

1. **Subscriber Details:** [INSERT Name, address and ACN of Institution]

2. **Term of Licence:** [INSERT Number of months]

Start of subscription period: [INSERT Date]

End of subscription period (anniversary date): [INSERT Date]

3. **Licence Terms:** The licence terms are housed in the “Austlit Licence Agreement for Academic Institutions” available at <https://www.austlit.edu.au/AustLitLicences> or by request:

Kerry Kilner, Director, AustLit

k.kilner@uq.edu.au

p. +61 7 3346 8263 f. +61 7 3365 2799

4. **Licence Fee:** \$... (exclusive of GST) per Subscriber

Discounts applicable: [INSERT Discount and brief description if needed]

Total Licence Fee: [INSERT Amount]

By signing and returning this “Subscription Order and Acceptance Form” you are accepting the terms of the “Austlit Licence Agreement for Academic Institutions (Schools)” located at <https://www.austlit.edu.au/AustLitLicences>.

Signed _____

Print Name _____

Date _____