

Volume 1 Snakes
Best Practice Capture, Handling and Restraint
Licence of copyright

THE AGREEMENT is made on {.....} day of {.....} month
{.....} year.

BETWEEN:

ANIMALS ON FILM THE “LICENSOR”

SIGN HERE {.....}

All of 23 Franklin Road, Wanneroo, Western Australia

Australian Business Number (ABN) 52 812 440 303

AND:

INSTITUTION TO SIGN - “THE LICENSEE”

SIGN NAME HERE {.....}

SIGN ADDRESS HERE {.....}

RECITALS

Animals on Film “The licensor” produce this copyright material (Volume 1 Snakes) and has agreed to licence (Volume 1 Snakes) to the named Licensee who has agreed to accept this licence on the following terms and conditions.

NOW THE PARTIES AGREE as follows:

Licence

The one off licence fee permits the named Licensee use of (Volume 1 Snakes) under the terms and conditions of this Agreement. The licensee is governed to this agreement for the useable lifetime of the program *commencing on*

The *Licensee* will pay a licence fee of (\$.....)}

(1) Acknowledgment

The *Licensee* acknowledges that copyright in (Volume 1 Snakes) remains the Property of *Animals on Film* and must only be used or dealt with by the licensee as provided in this agreement.

The Licensee must ensure that (Volume 1 Snakes) is not used or applied in any manner which is prejudicial to the honour or reputation of Animals on Film.

(2) Obligations of Animals on Film

Animals on Film agrees, to provide the Licensee with a specifically designed product called (Volume 1 Snakes), comprising:

One CD ROM containing an Adobe PDF reference manual and;

One DVD containing Best Practice Capture, Handling and Restraint vision showing Snake handling techniques.

The **CD ROM** to be designed to enable printing and /or viewing of (Volume 1 Snakes) in an Adobe PDF file specifically for reference use within a secure intra-net and / or classroom / library.

The **DVD** to be designed to enable viewing only of (Volume 1 Snakes) specifically for reference use within a secure intra-net and / or classroom / library.

(3) Obligations of the Licensee

During the Term the Licensee must:

Promptly advise Animals on Film of any litigation or arbitration or threat of litigation or arbitration which may involve (Volume 1 Snakes). The *Licensee* must provide to *Animals on Film* copies of any documents or other material relating to such litigation or arbitration.

Maintain reasonable security measures and posting policies to ensure that only authorised users (individuals with current direct affiliation with the *Licensee's* institution) will access (Volume 1 Snakes).

Inform all users of *Animals on Film* copyright in (Volume 1 Snakes) and that it may not be reproduced without prior written consent.

(4) The licensee may

Print the required PDF Information Manual pages for in the classroom use;

(5) The Licensee must not:

(a) Hold itself out, engage in any conduct or make any representation which may suggest to any person that the *Licensee* is for any purposes the agent of *Animals on Film*

(b) Sell, offer to sell or licence (Volume 1 Snakes) to any other party, other than in accordance with this Agreement;

(c) Supply copies or originals of the CD ROM's and/or DVD to any other person/s.

(d) Publish, distribute or combine (Volume 1 Snakes), the licensed material, or modify with any other material, other than as permitted in this Agreement;

(e) Alter, abridge, adapt or modify (Volume 1 Snakes) except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this Agreement.

(6) The Licensee must:

(a) Advise the *Animals on Film* at least three months before the expiration of this Agreement of the *Licensee's* intention to extend the term of this Agreement by another calendar year, or terminate this Agreement upon the expiration of the calendar year.

(b) Failure by the *Licensee* to comply with clause 4 will extend the terms of this Agreement by a further one calendar year, unless *Animals on Film* refuse to extend the term of this Agreement for another calendar year.

(7) Limitation of liability

(1) The Licensee acknowledges that it uses (Volume 1 Snakes) at its own risk and acts on the basis of any advice given by *Animals on Film* at its own risk.

(2) The *Licensee* agrees that any employee or agent of *Animals on Film* providing advice is not liable for any loss, damage or injury to the *Licensee* arising from or caused by the provision of (Volume 1 Snakes), for any other reason whatsoever.

(3) The information featured in (Volume 1 Snakes) is presented in good faith and aims to describe generally accepted practices. The *Licensee* acknowledges that *Animals on Film* is not liable for errors, omissions, or for any consequences which flow from the application of the information contained in (Volume 1 Snakes).

(4) The licensee acknowledges that *Animals on Film* makes no warranty, express or implied with respect to the information featured in (Volume 1 Snakes).

(5) The *licensee* acknowledges that *Animals on Film* makes no warranty express or implied on the appropriateness, suitability, or the compatibility of the material supplied, or of the form in which it is supplied or the ability of the *licensee* to access, disseminate and use (Volume 1 Snakes) in terms of this Licence whether electronically or otherwise.

(8) Termination

Either party may terminate this Agreement upon the happening of any of the following events:

If an insolvency event occurs:

- (1) The *licensee* ceases to (or is unable to pay its creditors, or any class of them)) in the ordinary course of business, or announces its intention to do so;
- (2) A receiver, receiver and manager, administrator, liquidator or similar officer is appointed to the *licensee* or any of its assets;
- (3) The *licensee* enters into, or resolves to enter into, a scheme or arrangement, compromise or composition with any class of creditors;
- (4) Resolution is passed or an application to a court is taken for the winding up, dissolution, official management or administration of the licensee;

(9) Consequences of termination

In the event of termination for any reason all rights of *Animals on Film* granted under this Agreement terminates immediately and the *Licensee* must immediately cease to use, print, publish, make, produce, communicate, disseminate or use in any manner whatsoever (Volume 1 Snakes) and must deliver to *Animals on Film* all copies of (Volume 1 Snakes) or any parts of it in the possession, custody or control of the *Licensee*.

(10) Australia Only

GST (Goods & Services Tax) is included for Australian agreements

(11) General

- (1) The *Licensee* must not assign all or any of its rights given under this Agreement without the prior written consent of *Animals on Film*
- (2) This Agreement is to be read and construed according to the laws of Australia and similar judicial systems.
- (3) This Agreement may not be varied except in writing signed by *Animals on Film* and the *licensee*.
- (4) All stamp duties and governmental charges arising out of or incidental to this Agreement are the responsibility of and must be paid by the *Licensee*.
- (5) Each party must do all acts and execute all documents necessary to give effect to this Agreement.

(12) Notices

All notices given under this Agreement must be in writing and will be given by posting it by pre-paid *Registered Post* to the other at the address noted here.

(13) Entire Agreement

This Agreement constitutes the entire agreement between *Animals on Film* and the *Licensee*. This Agreement supersedes all prior agreements or understandings for the use of (Volume 1 Snakes). Any variations to this Agreement must be in writing and signed by a properly authorised officer of each party.

(14) Dispute Resolution

(a) If any difference arises between *Animals on Film* and the *Licensee* and such difference remains unresolved seven days after either party gives to the other written advice, the dispute should be referred for resolution by an expert, then:

(b) Then an expert will be appointed by the President of the Association of Legal Practitioners, either solicitors or the Bar Association (at the absolute discretion of the party requesting the appointment) for the state or geographic area in which the dispute arises

(c) Each party may make written submissions to the expert within seven days of their receiving notice that the expert has agreed to accept the appointment.

(d) The expert will act as an expert; the expert's decision will be final and binding on the parties.

(15) Definitions

In this Agreement, the following terms have the following meaning:

(a) Authorised users

Current members of staff of the *Licensee* and individuals who are currently studying at the *Licensee's* institution, who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorised Users work or study and who have been issued by the *Licensee* with a password or other authentication.

(b) Library Premises

The physical premises of the library operated by the named *Licensee*

Executed as an Agreement, please add details

The Licensor is Animals on Film

Address: 23 Franklin Road Wanneroo Western Australia 6065

Facsimile: [+ 61 08 9306 2177] and **Telephone:** [+61 08 9405 3788]

The Licensee:

Add name of licensee:

.....

Physical Address if different to postal address:

Add address of licensee:

.....

Facsimile and Telephone:

Add licensee telephone and facsimile numbers:

.....

Postal Address:

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Executed as an Agreement

Please add details

SCHEDULE 1

Best Practice Capture Handling & Restraint of (Volume 1 Snakes)

Executed by Animals on Film to sign here

.....
Director

.....
Director/Company Secretary

.....
Name (please print)

.....
Name (please print)

**Executed by [Name of Licensee]
To sign here**

.....
Director

.....
Director/Company Secretary

.....
Name (please print)

.....
Name (please print)

or

.....
Sole Director and Sole Company Secretary

.....
Name (please print)

.....