



## **Terms and Conditions of use**

**NOTICE TO USER: THIS IS A LEGAL AGREEMENT BETWEEN YOU AND THE BRITISH LIBRARY BOARD, IN WHICH YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.**

**The Library offers you, the Licensee, the permission to access and use the Works in any way and for any such purposes that are conducive to software testing and/or research on the terms and conditions as set out in this Licence. By using the Works you will become a Licensee of Library and agree to be bound by the conditions of this Licence.**

### **1. Definitions:**

"Commercial Use" means use of the Work for the purpose of monetary reward by means of the sale, resale, loan, transfer, hire or other form of commercial exploitation of the Work.

"Derived Work" shall mean works created by the Licensee that are a facsimile copy or derived copy of the Works that have been created using Works supplied by the Library. The Library will own all right, title and interest in and to the Derived Works and the intellectual property rights associated with the Derived Works themselves.

"Library" means the British Library Board, a body corporate established under The British Library Act 1972.

"Licensee" means any individual accessing the Works from the Open Planets Forum platform.

"Works" means the works protected by copyright which is offered under the terms and conditions of this Licence.

### **2. Licence Grant**

2.1 The Library hereby grants to the Licensee a non-exclusive, royalty-free perpetual licence to use the Works in accordance with the terms and conditions of this Licence.

### **3. Permitted Uses**

3.1 Subject to clauses 3.2 and 4, the Licensee may use the Works and any part of them in any way and for any such purposes that are conducive to software testing and/or research, including but not limited to:

3.1.1 copying, saving and printing the Works and Derived Works subject to the terms and conditions of this Licence;

3.1.2 creating Derived Works;

- 3.1.3 distributing, communicating and making available the Work and Derived Works to the public in any form and in any media whether now known or hereafter created.
- 3.2 The Licensee must at all times acknowledge the Library as the source of the Works.
- 3.3 Nothing in this Licence shall be taken to restrict, limit or curtail any act permitted under the Copyright, Designs and Patents Act 1988 ("the Act"). Any conflict between this Licence and the provisions of the Act, the provisions of the Act shall prevail.

#### **4 Restrictions**

- 4.1 The Licensee may not:
  - 4.1.1 use the Works and/or Derived Works for any Commercial Use.
  - 4.1.2 impose any terms on the use to be made of the Works or Derived Works that alter or restrict the terms of this Licence or any rights granted under it or has the effect or intent of restricting the ability to exercise those rights; and
  - 4.1.3 subject the Work to any derogatory treatment as defined in the Copyright, Designs and Patents Act 1988 (s 80).
- 4.2 All rights not expressly granted by the Library herein are hereby reserved.

#### **5. Warranties and Disclaimers**

- 5.1 Except as required by law, the Works and any Derived Works are licensed by the Library on an 'as is' and 'as available' basis and without any warranties of any kind, either express or implied.

#### **6. Limit of Liability**

- 6.1 Subject to any liability which may not be excluded or limited by law, the Library shall not be liable and hereby expressly excludes all liability for loss and damages however and whenever caused to the Licensee and/or your users by use of the Works.
- 6.2 The Licensee agrees to indemnify and hold the Library harmless from any and all claims and expenses arising from your use of the Works and/or Derived Works.

#### **7. Termination**

- 7.1 The rights granted to Licensee under this Licence shall terminate automatically upon a breach by Licensee of the terms of this Licence.

#### **8. GENERAL**

- 8.1 Entire Agreement. This Licence, together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes any prior agreements between the parties relating to the Works, whether in writing or oral, relating to such subject matter and any variation in the terms of this Licence shall be agreed in writing between the parties.

- 8.2 Waiver: Failure or neglect by either party to enforce at any time any of the provisions of this Licence shall not be construed nor shall be deemed to be a waiver of that party's rights hereunder nor in any way affect the validity of the whole or any part of this Licence nor prejudice that party's rights to take subsequent action.
- 8.3 Severability: The invalidity or unenforceability of any provision of this Licence shall not affect the continuation in force of the remainder of this Licence.
- 8.4 No partnership or agency etc: Except as permitted by this Licence, neither party shall in any way represent itself as being the other or an agent, partner, employee or representative of the other and shall not hold itself out as having any authority to incur any obligation of any nature whether express or implied on that other's behalf.
- 8.5 No third party rights: Other than as contemplated under this Licence, this Licence shall not confer any rights on any third parties.
- 8.6 Assignment and subcontracting: The Licensee shall assign not this Licence or subcontract its obligations hereunder without the express prior written consent of the Library. Notwithstanding the above, the British Library may assign to a successor body to which its powers, functions and assets are transferred by statutory authority.
- 8.7 Governing Law: This Licence shall be governed by and construed in accordance with the laws of England.