

# AGREEMENT

Between

***PERPUSTAKAAN NEGARA MALAYSIA***

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(hereinafter referred to as the distributor)

and

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(hereinafter referred to as the receiving institution)

**whereas** Unesco has developed and owns the intellectual property of a set of computer programs for the storage and retrieval of information running on mini and micro computers (hereinafter reference to as CDS/ISIS),

**Whereas** the receiving institution desires to use CDS/ISIS for the computerized management of its information,

**Whereas** the receiving institution assumes responsibility for the selection of CDS/ISIS to achieve its intended results, and for the installation, use and results, use and results obtained from CDS/ISIS,

**Whereas** Unesco has granted the distributor the right to transfer CDS/ISIS to third parties on its behalf,

Accordingly the distributor shall supply CDS/ISIS to the receiving institution as well as all relevant CDS/ISIS manuals and documentation. available at the time of transfer and grant the receiving institution the following

## **LICENSE**

The receiving institution may:

- (a) Use CDS/ISIS on one or more machines owned by the receiving institution;
- (b) Make copies of CDS/ISIS and related system files supplied by Unesco provided that such copies are only used for backup purposes or restored only onto machines owned by the receiving institution; each such copy should reproduce and include the copyright notice;
- (c) Modify and/or add system menus and messages files using the procedures described in the CDS/ISIS manual. especially for the purpose of developing additional language versions of CDS/ISIS, provided that such new language versions are made available to Unesco;
- (d) Reproduce the CDS/ISIS manual or portions thereof for the use of the receiving institution personnel, provided that such copies reproduce the copyright notice;
- (e) Translate the CDS/ISIS manuals or portions thereof for the use of the receiving institution personnel, provided that such translations clearly indicate the original source and that the text of the translation has been approved by Unesco.

## **The receiving institute may not :**

- (a) Use, or permit others to use CDS/ISIS for commercial or profit-making purpose.
- (b) Make copies or translations of CDS/ISIS and the related manuals obtained by Unesco except as provided above;
- (c) Make alterations in or disassemble any of the CDS/ISIS programs or portions thereof, and, in particular, erase, replace or modify any copyright notice displayed by the programs during their execution.
- (d) Sublicense, assign or transfer the license, sell, lease or grant any right on CDS/ISIS to other parties;
- (e) Transmit CDS/ISIS or portions thereof over telecommunication channels.

**TERMINATION**

This agreement, which is drawn up in English, in two originals copies, shall enter into force upon signature both parties, each party retaining one signed copy.

It shall be effective until terminate by either party upon written notice to that effect given to the other party.

It shall also terminated if the receiving institution fails to comply with any terms or conditions set forth in this agreement.

The receiving institution agrees upon such termination to destroy CDS/ISIS together with all copies it has made and that it shall no longer receive any new copy of CDS/ISIS which Unesco might develop or produce thenceforth.

**WARRANTY AND LIABILITY**

Unesco provides CDS/ISIS "as is" without warranty of any kind, ether expressed or implied including, but not limited to the suitability of CDS/ISIS for a particular purpose. The entire risk as to the quality and performance of CDS/ISIS is with the receiving institution.

In no event will Unesco or the distributor be liable to the receiving institution for any damages, including lost savings or other incidental or consequential damages arising out of the use or inability to use CDS/ISIS.

Any dispute between the parties to this agreement concerning the interpretation or application thereof, which is not settled by negotiation, shall be settled by arbitration

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 200

by \_\_\_\_\_

\_\_\_\_\_  
(signature)

for \_\_\_\_\_  
(name of receiving institution)

Signed at **PNM, KL** this \_\_\_\_\_ day of \_\_\_\_\_ 200

by \_\_\_\_\_

\_\_\_\_\_  
(signature)

for **PERPUSTAKAAN NEGARA MALAYSIA**  
(name of distributor)