

INSTRUCTIONS

1. Please ensure that all fields on this form are fully completed.
2. To pay for the software please present this form to the Bookshop counter first for payment validation and then collection of software.

Staff Information		
Staff Name:
	(First Name)	(Other Names)
		(Surname)
Staff ID:	Home Campus:	BU ML JO
Centre/Dept OR Faculty/School:	

Available Software	
1 x Home Use Software – Microsoft Windows Vista Business	\$25.00
1 x Home Use Software – Microsoft Office Enterprise 2007 (PC) Software Media and License	\$25.00
1 x Home Use Software – Microsoft Office 2008 for Mac 10 Professional Edition Software Media and License	\$25.00
1 x Other Products – Please specify below	
Your request may be ordered on demand, subject to availability (Check with your Bookshop Supervisor)	
.....	
.....	
Cost inclusive of GST	

Conditions of Use & Signoff	
<p>I, the above-named person agree to comply with both the General Terms & Conditions and the application specific terms and conditions for all software obtained under this agreement. I understand that should I fail to comply with these conditions, I may be held personally liable for all and any actions resulting from my failure to adhere to these conditions.</p>	
Signature:	<div style="display: flex; justify-content: space-between; align-items: center;"> X / / </div> <hr style="border: 0.5px dotted black;"/> <div style="display: flex; justify-content: space-between; align-items: center;"> (Signature) (Date) </div>

General Terms & Conditions

1. General Terms
 - a. "ECU", "University", and "The University" refers to Edith Cowan University and its relevant Divisions associated with the provision of software under this agreement.
 - b. "Customer", means any staff member on the payroll of the University, or a currently enrolled student in good standing.
 - c. "Schedule" refers to the list of items obtained by the Customer and details of their personal equipment as listed within the Licensing Schedule of the customer's application form.
 - d. "Software" refers to any computer application provided to users for the purposes of use and installation on the computer listed in the schedule.
 - e. "At Home" refers to the primary residence of the customer designated on the agreement.
 - f. "Computer" means a personal computer which is owned by the Customer
 - g. "Agreement" within the General Terms and Conditions refers to the Software Licensing Agreement which all software is obtained under. References to agreement under those conditions applying specifically to specific software providers or applications refer to those agreements between the University and the provider of the software.
 - h. "Equipment" refers to the customer's home computer which the software is intended for use on.
2. Grant of License
The University has approved the use of the various "work at home" clauses in each Software Agreement where this is offered by the relevant software vendor. This license is granted on the condition that all relevant terms and conditions relating to use of the software are adhered to, including those specified within this document and any conditions which are specific to the grant of license from each relevant software vendor. The use of the "home use" software is for ECU business only and not for other uses including the development of non ECU software applications for commercial purposes and/or any personal gain.
3. General Disclaimer
The software made available for staff "home use" under the relevant Software Licensing agreement is provided to customers "AS IS", with the intention of performing the desired functions. The University cannot be held liable for any adverse effects to your computer that may be caused through the installation or use of the software obtained nor does the University provide a warranty or guarantee as to its effectiveness. Persons installing and using this software do so at their own risk and are advised to ensure that the software provided is both capable of being run on, and is compatible with existing software and hardware on the equipment which it is intended for use with.
4. Application of "Edith Cowan University, Computing Facilities – Conditions of Use"
To the extent appropriate use of all software obtained through this agreement is covered by the "Edith Cowan University, Computing Facilities – Conditions of Use". All persons obtaining software under this agreement are expected to understand the above-mentioned document and be aware of the various rules & regulations.
5. Expiry of License
 - a. For the terms of all software licensed under this agreement listed in the schedule, it is deemed that your license to use the software has expired at the point when any of the following events occur;
 - i. the date where you officially cease to be employed by The University
 - ii. the date when you officially cease to be a current enrolled student of the University;
 - iii. the date where your enrolment is no longer considered in good standing; or
 - iv. the date when the relevant license agreement between the University and the software provider either expires or is terminated for whatever reason.
 - b. At the time when your license is deemed to have expired, the customer is required to;
 - i. Cease all current and future use of the software; AND
 - ii. Uninstall and remove the software from your Equipment.
6. Prohibited Actions & Uses
 - a. Backup Copies
No customer obtaining software under this agreement is permitted in any way, shape, or form to make a backup or duplicate copy of the supplied software for any purpose. The creation of copies of the supplied installation media is expressly prohibited and may violate relevant licensing agreements.
 - b. Use on more than one computer/Multiple Installations
Use of any software obtained under this agreement on more than one piece of equipment is strictly prohibited.
 - c. Use/Install of software after ceasing to be a student/staff member of ECU
Persons obtaining software under this agreement are no longer authorised to use or install software obtained under this agreement whenever any of the events listed in 5(a) occur, whichever comes first.
 - d. Personal purposes.
No software obtained for this agreement may be used for anything deemed personal purposes. Personal purposes are defined as any output created using software licensed under this agreement which is not directly related to your employment by the University.

Conditions specifically applying to software provided under the Microsoft Home Use Licensing Agreement

1. Conditions of Sale
Once the customer has broken the seal on the packaging of any software purchased under this agreement, the customer will be unable to receive a refund as the software is deemed as unfit for resale.