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- (c) The Publisher warrants and undertakes that:
  - (i) it has the right enter into this Agreement; and
  - (ii) the Website will not infringe the Intellectual Property Rights or any other rights of any third party;
  - (iii) the Website will not contain any material which is obscene, blasphemous or defamatory.

**Assignment:** Neither party may assign or sub-license any of its rights or obligations under this Licence without the prior written consent of the other party. This Agreement shall bind each party's successors and permitted assignees.

**Jurisdiction:** This Agreement shall be governed by and construed according to the laws of England & Wales and the parties submit to the jurisdiction of the English Courts.

## SCHEDULE ONE

### Part 1: THE LICENSED MATERIAL

Material selected from the following:

Record Series	Pieces
<b>FO 84:</b> Foreign Office: Slave Trade Department and successors: General Correspondence before 1906, 1816-1892	<b>6, 13, 18, 23, 29, 39, 51, 52, 68, 80, 81, 91, 92, 106, 107, 119, 128, 136, 137, 150, 151, 170, 171, 172, 177, 195-197, 216, 217, 239, 240, 274, 312, 347, 348, 349, 356-359, 394-396</b>
<b>CO 318:</b> Colonial Office and Predecessors: West Indies Original Correspondence, 1624-1951	<b>123</b>

### Part 2: ACKNOWLEDGEMENT

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<http://www.nationalarchives.gov.uk/imagelibrary/>

**Please note:** This license has been modified to ensure the anonymity of the identity and address of the Publisher. The signature page is also omitted. A complete copy is available upon request.

SCHEDULE 2

Addendum

This Addendum made on the 2<sup>nd</sup> November 2015 ("Effective Date") is made between (1) THE KEEPER OF PUBLIC RECORDS for and on behalf of THE NATIONAL ARCHIVES (the "Licensor") and (2) Henry Lovejoy of 58 Bowsfield Road, Toronto, Ontario, M3J 3R4 (the "Publisher")

Background

- (A) The parties entered into an agreement on 19<sup>th</sup> June 2015 ("Main Agreement")
- (B) The parties now wish to vary the terms of the Main Agreement on the terms set out herein.

IT IS AGREED as follows:

**GENERAL**

- 1. Unless the context requires otherwise, words and phrases defined in the Main Agreement shall have the same meaning when used in this Addendum.
- 2. Except as specifically the varied by this Addendum, the terms of the Main Agreement shall continue in full force and effect.

**TERMS**

- 3. The Agreement shall be varied and incorporate the following provisions with effect from the Effective Date as follows:
  - a. This supplementary schedule shall be deemed to be part of the existing agreement from this day of 2<sup>nd</sup> November 2015;
  - b. Schedule 1 Part 1 "The Material" shall include digital images of material selected from the following records and documents: Foreign Office: Slave Trade Department and successors: General Correspondence before 1906, 1816-1892; Pieces 1 – 2276.

Signed for and on behalf of the

**Licensor:** The National Archives of Ruskin Avenue, Kew, Surrey TW9 4DU

Name: Caroline Kimbell CAROLINE KIMBELL

Position: HEAD OF LICENSING

Date: 11 NOV 2015

Signed for and on behalf of the

**Publisher:** Henry Lovejoy of 58 Bowsfield Road, Toronto, Ontario, M3J 3R4

Name: *[Signature]* .....

Position: *Professor Michigan State University* .....

Date: *11/6/2015* .....