Termination deed

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| **Details** |
| **Organisation / Company** (You, Your)  |  |
| **ABN:** |  |
| **Address:**  |  |
| **Principal:**(the Principal) | State Records Authority NSW (‘State Records NSW’) |
| **ABN:**  | 96 588 554 718 |
| **Address:** | PO Box 516, Kingswood NSW 2747 |

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| **Background** |
| **A** | The Principal entered into an agreement with You to licence the [Keyword AAA/Keyword for Councils] product dated [insert date the Agreement was signed by your organisation or forwarded to the Principal] (**the Agreement**). |
| **B** | The parties have agreed to terminate the Agreement on the terms and conditions contained in this Deed. |

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| 1. **Defined terms**
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| **1.1** | Capitalised terms have the meanings set out in the Details and the Background. |

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| 1. **Agreement to terminate**
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| **2.1** | With effect from the date this Deed is executed by both parties, You and the Principal agree to terminate the Agreement. |

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| 1. **No requirement to destroy or return the product**
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| **3.1** | Despite any provision in the Agreement to the contrary, the Principal does not require You to destroy or return any copies of the [Keyword AAA or Keyword for Councils]. |

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| 1. **General**
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| **4.1** | The failure of a party at any time to insist on performance of any provision of this deed is not a waiver of its right at any later time to insist on performance of that or any other provision of this deed. |
| **4.2** | This deed is governed by the laws applicable in New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that state. |
| **4.3** | This deed may only be amended or modified by a deed signed by an authorised representative of each party. |
| **4.4** | The clauses, paragraphs, and subparagraphs contained in this deed are intended to be read and construed independently of each other. If any part of this deed is held to be invalid, this invalidity will not affect the operation of any other part of this deed. |

**Executed as a deed**

*(The signature block below has been left blank for Your organisation to complete. You should seek specific advice on the appropriate manner of execution for Your organisation.)*

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| **Signed for and on behalf of the organisation/company by:** | **Signed for and on behalf of the Principal by:** |
| Signature: | Signature: |
| Name (printed): | Name (printed): |
| Position: | Position: |
| Date: | Date: |
| Witnesssignature: | Witnesssignature: |
| Witness Name(printed): | Witness Name(printed): |
| Witness Position: | Witness Position: |