

## Keyword for Councils Licence agreement

The terms of this licence agreement are designed both to protect the interest of the State Archives and Records Authority of New South Wales (NSW State Archives and Records) and to permit and encourage the Licensee to make the most effective use of *Keyword for Councils* in a variety of forms. By completing this agreement form and returning it with payment to NSW State Archives and Records, the Licensee enters an agreement with NSW State Archives and Records on the terms and conditions set out below.

### Agreement

1. Subject to this Agreement, NSW State Archives and Records grants to ..... (*insert name of Council*) ("the Licensee") a non-exclusive, non-transferable right to use *Keyword for Councils* within and throughout the Licensee's organisation in ..... (*insert state of Australia*).
2. Under this agreement, *Keyword for Councils* is supplied as word processing files and other electronic formats on CD ROM.
3. All intellectual property rights, including Copyright in *Keyword for Councils* in any form are owned by NSW State Archives and Records and protected by Australian and international intellectual property laws.
4. In consideration of the licence to use *Keyword for Councils* granted under this agreement, you agree to pay the sum of \$..... (*insert price*) including GST, postage and handling.

### Terms of licence:

5. Subject to this Agreement, the Licensee may:
  - a) make one or more electronic copies of the text of *Keyword for Councils* for on line storage, use in the Licensee's computer systems and for use on the Licensee's intranet;
  - b) convert and import data from *Keyword for Councils* into the Licensee's computerised records or thesaurus management system, thereby creating the *Keyword for Councils* Data, for on line storage and use;
  - c) enable networked use of the text of *Keyword for Councils* or of the *Keyword for Councils* Data within the Licensee, where permitted under the terms of the licence agreements for the software used for this purpose;
  - d) use the necessary software to produce printed copies or reports containing all or part of *Keyword for Councils* for reference use within the Licensee; and
  - e) change the text of *Keyword for Councils* or the *Keyword for Councils* Data in the Licensee's computerised records or thesaurus management system (see Special Note below).

### Conditions of licence

6. The Licensee must:
  - a) use all reasonable efforts to protect against the unauthorised use, reproduction, distribution or publication of *Keyword for Councils* and take all reasonable steps to ensure that any person within the Licensee who is given access to *Keyword for*

*Councils* or the *Keyword for Councils Data* is aware of and uses the product only in accordance with the terms of this licence agreement;

- b) ensure that all documents (in whatever form) containing all or any part of *Keyword for Councils* or the *Keyword for Councils Data* bear the copyright notice that appears on *Keyword for Councils* as supplied to the Licensee;
  - c) keep adequate records to enable NSW State Archives and Records to verify the Licensee's compliance with this agreement and permit NSW State Archives and Records to examine the records if requested; and
  - d) as soon as reasonably practical notify NSW State Archives and Records of any actual, threatened or suspected infringement of any of the intellectual property rights in *Keyword for Councils* that comes to the attention of the Licensee.
7. The Licensee must not:
- a) other than as permitted under this agreement make any copy of all or any part of *Keyword for Councils* or the *Keyword for Councils Data*, in any form, or cause or permit any such copy to be made, without the express written agreement of NSW State Archives and Records;
  - b) lend or pass any copy of all or any part of *Keyword for Councils* or the *Keyword for Councils Data*, in any form, out of the Licensee's possession;
  - c) make any copy of all or any part of *Keyword for Councils* or the *Keyword for Councils Data* accessible to parties outside the Licensee via external access such as the Internet or the worldwide web;
  - d) sell, sub-license or otherwise permit the use outside the Licensee of all or any part of *Keyword for Councils* or the *Keyword for Councils Data*, or a product that contains all or any part of *Keyword for Councils* or the *Keyword for Councils Data*, without the prior written agreement of NSW State Archives and Records; or
  - e) delete, alter or remove any copyright notice appearing on *Keyword for Councils* as supplied under this agreement.

## **Term and Termination**

- 8. This agreement is effective until terminated.
- 9. NSW State Archives and Records may terminate this agreement immediately by written notice if the Licensee breaches any terms or conditions of the agreement.
- 10. On termination for breach, the Licensee must (subject to clause 11) cease using *Keyword for Councils* and the *Keyword for Councils Data* and must return all printed copies of *Keyword for Councils* and the *Keyword for Councils Data* to NSW State Archives and Records and destroy all electronic copies of *Keyword for Councils* and *Keyword for Councils Data* in the possession or under the control of the Licensee.
- 11. If the Licensee notifies NSW State Archives and Records in writing within 7 days of termination that it has an ongoing need for a recordkeeping thesaurus product after termination, then NSW State Archives and Records will allow a period of 3 months after termination for the Licensee to convert to another thesaurus product before it must return or destroy all copies of *Keyword for Councils* and the *Keyword for Councils Data* under clause 10, provided that the Licensee does not create any new records using *Keyword for Councils* and the *Keyword for Councils Data* after the date of termination.
- 12. The Licensee may terminate this agreement at any time by ceasing all use of *Keyword for Councils* and the *Keyword for Councils Data* and returning all printed copies of *Keyword for Councils* and the *Keyword for Councils Data* in the

Licensee's possession or under its control, and destroying all electronic copies of *Keyword for Councils* and *Keyword for Councils Data*.

13. The Licensee agrees that any payment made by it under this agreement prior to any termination of this Agreement will be retained by NSW State Archives and Records.
14. The Licensee also agrees that any provision of this agreement that operates to protect NSW State Archives and Records will survive any termination of this agreement.

### **Special note: making changes to *Keyword for Councils***

15. This licence agreement permits the Licensee to make changes to *Keyword for Councils* and *Keyword for Councils Data* held in the forms permitted under this agreement.
16. The Licensee should keep a systematic and accurate record of any changes it makes to the thesaurus, to enable the Licensee to incorporate those changes quickly and easily in any revised edition released by NSW State Archives and Records and purchased by the Licensee.
17. Changes made to *Keyword for Councils* or *Keyword for Councils Data* in any form under this licence agreement in no way affect NSW State Archives and Records ownership of all intellectual property rights, including copyright, in *Keyword for Councils* and the *Keyword for Councils Data*.

### **Keyword for Councils and Consultants**

18. If the Licensee employs a consultant to implement *Keyword for Councils* or to compile a functional thesaurus to be merged with *Keyword for Councils*, the Licensee must take all reasonable measures to ensure NSW State Archives and Records copyright in *Keyword for Councils* and the *Keyword for Councils Data* is not infringed.
19. The Licensee must enter into an agreement with the consultant to ensure that the consultant acknowledges NSW State Archives and Records ownership of the intellectual property rights, including copyright, in *Keyword for Councils* and the *Keyword for Councils Data* and agrees to return all copies of *Keyword for Councils* and *Keyword for Councils Data* to the Licensee at the conclusion of the consultancy.

### **Keyword for Councils and administrative change**

20. Administrative change can affect the licensing of *Keyword for Councils*. Should the Licensee undergo administrative change, **the Licensee must advise** NSW State Archives and Records so that we can make arrangements for the Licensee.
21. The Organisation must not assign or otherwise transfer any right or obligation under this agreement to another organisation without the prior written agreement of NSW State Archives and Records. NSW State Archives and Records has absolute discretion in deciding whether or not to agree to an assignment or transfer of this licence agreement.

### **Limitation of Liability**

22. To the extent permitted by law, all implied warranties, representations, terms and conditions relating to the provision of *Keyword for Councils* under this agreement, not expressly set out in this agreement, are excluded from this agreement. To the fullest extent permitted by law, NSW State Archives and Records' aggregate liability arising from or relating to the Licensee's use of *Keyword for Councils* is

limited to an amount equal to the fee paid by the Licensee to NSW State Archives and Records under this agreement.

23. The Licensee agrees to indemnify and keep indemnified NSW State Archives and Records and its officers and employees ("those indemnified") from and against any liability, loss, costs and expenses (including reasonable legal costs and expenses), incurred or suffered by any of those indemnified where such liability or loss is incurred by reason of or in connection with any unlawful, wrongful, wilful or negligent act or omission, or any breach of this agreement, by the Licensee or its officers and employees. The Licensee agrees to release and discharge those indemnified from any action, proceedings, claim, or demand which, but for this provision, might be brought against or made upon those indemnified.

## General

24. This agreement is governed by, and must be construed in accordance with, the laws in force in the State of New South Wales and the parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in the State of New South Wales and the Commonwealth courts located in New South Wales, and the courts of appeal from those courts.
25. Other than as provided in this agreement, all taxes, duties and charges imposed or levied in connection with this agreement will be borne by the Licensee.
26. This agreement does not create any employment, partnership, joint venture or agency relationship between NSW State Archives and Records and the Licensee.
27. This agreement constitutes the entire agreement and understanding between NSW State Archives and Records and the Licensee as to the subject matter of this agreement. Any prior arrangements, agreements, representations or undertakings as to the subject matter of this agreement are superseded.

## Licence form

*Keyword for Councils* licences are \$387.00 (including GST). Additional copies of *Keyword for Councils* are \$31.00 (including GST) per format.

The licence includes 2 electronic copies of *Keyword for Councils*. Licensing costs include postage and handling.

**Councils from outside of Australia wishing to purchase *Keyword for Councils* should contact NSW State Archives and Records** on email [govrec@records.nsw.gov.au](mailto:govrec@records.nsw.gov.au) or telephone (02) 8257 2900 to obtain information about licensing costs and details regarding purchase.

**To purchase a licence, please complete the form below and the *Keyword for Councils* Order Form** at [www.records.nsw.gov.au/recordkeeping/resources/keyword-products/keyword-for-councils](http://www.records.nsw.gov.au/recordkeeping/resources/keyword-products/keyword-for-councils).

Completed forms should be forwarded to:

Administrative Assistant, Government Recordkeeping  
NSW State Archives and Records  
PO Box 516, Kingswood NSW 2747  
Email: [govrec@records.nsw.gov.au](mailto:govrec@records.nsw.gov.au)

Licensee Details	
Licensee organisation:	
Postal Address:	
ABN:	Postcode:
Contact Name:	
Position:	
Telephone:	Email:
Statement of Agreement	
<p>Use of the <i>Keyword for Councils</i> thesaurus is dependent upon the Licensee agreeing to, and abiding by, the terms and conditions as stated in this licence agreement. It is essential that the contents of this agreement are read and fully understood.</p> <p>If you have any queries with any part of this agreement, please contact Catherine Robinson on (02) 8257 2991 or email <a href="mailto:govrec@records.nsw.gov.au">govrec@records.nsw.gov.au</a>.</p> <p>This statement of agreement must be signed by a person who has the authority to bind the Licensee, witnessed and returned to NSW State Archives and Records when ordering <i>Keyword for Councils</i>.</p> <p>I, the undersigned, have read and understood the full terms of the licence agreement with the State Archives and Records Authority of New South Wales for the <i>Keyword for Councils</i> Thesaurus. I agree, for and on behalf of . .....  <i>(insert name of licensee organisation)</i> to abide by these conditions, and acknowledge that failure to do so may result in withdrawal of <i>(insert name of licensee organisation)</i>'s licence to use <i>Keyword for Councils</i>.</p> <p>Name _____</p> <p>Signature _____</p> <p>Date _____</p> <p><b>In the presence of:</b></p> <p>Witness Signature _____</p> <p>Witness Name _____</p> <p>Date _____</p>	