

Keyword AAA Licence agreement

The terms of this licence agreement are designed both to protect the interest of the State Records Authority of New South Wales ('State Records') and to permit and encourage the licensee to make the most effective use of *Keyword AAA* in a variety of forms.

Grant of licence

State Records grants to (*insert name of organisation*) a non-exclusive, non-transferable right to use *Keyword AAA* within and throughout the licensee's organisation in (*insert state of Australia*).

Under this agreement, *Keyword AAA* is supplied in printed form and as text or word processing files on CD ROM.

All intellectual property rights, including Copyright in *Keyword AAA* in any form are owned by State Records and protected by Australian and international intellectual property laws.

In consideration of the licence to use *Keyword AAA* granted under this agreement, you agree to pay the sum of \$..... (*insert price including GST, postage and handling*).

You may:

- make one or more electronic copies of the text of *Keyword AAA* for on line storage, use in your organisation's computer systems and for use in your organisation's intranet;
- convert and import data from *Keyword AAA* into your computerised records or thesaurus management system, thereby creating the *Keyword AAA* data, for on line storage and use;
- enable networked use of the text of *Keyword AAA* or of the *Keyword AAA* data within your organisation, where permitted under the terms of the licence agreements for the software used for this purpose;
- use the necessary software to produce printed copies or reports containing all or part of *Keyword AAA*, and make photocopies of the printed version supplied under this agreement, for reference use within your organisation; and
- change the text of *Keyword AAA* or the *Keyword AAA* data in your computerised records or thesaurus management system (see Special Note below).

You must:

- use all reasonable efforts to protect against the unauthorised use, reproduction, distribution or publication of *Keyword AAA* and take all reasonable steps to ensure that any person within your organisation who is given access to *Keyword AAA* or the *Keyword AAA* data is aware of and uses the product only in accordance with the terms of this licence agreement;
- ensure that all documents (in whatever form) containing all or any part of *Keyword AAA* or the *Keyword AAA* data bear the copyright notice that appears on *Keyword AAA* as supplied to your organisation;

- keep adequate records to enable State Records to verify your organisation's compliance with this agreement and permit State Records to examine the records if requested; and
- as soon as reasonably practical notify State Records of any actual, threatened or suspected infringement of any of the intellectual property rights in *Keyword AAA* that comes to the attention of your organisation.

You must not:

- other than as permitted under this agreement make any copy of all or any part of *Keyword AAA* or the *Keyword AAA* data, in any form, or cause or permit any such copy to be made, without the express written agreement of State Records;
- lend or pass any copy of all or any part of *Keyword AAA* or the *Keyword AAA* data, in any form, out of your organisation's possession;
- make any copy of all or any part of *Keyword AAA* or the *Keyword AAA* data accessible to parties outside your organisation via external access such as the Internet or the worldwide web;
- sell, sub-license or otherwise permit the use outside your organisation of all or any part of *Keyword AAA* or the *Keyword AAA* data, or a product that contains all or any part of *Keyword AAA* or the *Keyword AAA* data, without the prior written agreement of State Records; or
- delete, alter or remove any copyright notice appearing on *Keyword AAA* as supplied under this agreement.

Term and Termination

This agreement is effective until terminated.

State Records may terminate this agreement immediately if you breach the agreement.

On termination for breach, you must cease using *Keyword AAA* and the *Keyword AAA* data and you must return all printed copies of *Keyword AAA* and the *Keyword AAA* data and destroy all electronic copies of *Keyword AAA* and *Keyword AAA* data in your possession or under your control.

If your organisation has an ongoing need for a recordkeeping thesaurus product after termination, then State Records will allow a period of 3 months after termination for your organisation to convert to another thesaurus product before you must return or destroy all copies of *Keyword AAA* and the *Keyword AAA* data, provided that you do not create any new records using *Keyword AAA* and the *Keyword AAA* data after the date of termination.

You may terminate this agreement at any time by ceasing all use of *Keyword AAA* and the *Keyword AAA* data and returning all printed copies of *Keyword AAA* and the *Keyword AAA* data in your possession or under your control and destroying all electronic copies of *Keyword AAA* and *Keyword AAA* data.

You agree that any payment made by you under this agreement prior to any termination of this Agreement will be retained by State Records.

You also agree that any provision of this agreement that operates to protect State Records will survive any termination of this agreement.

Special note: making changes to *Keyword AAA*

This licence agreement permits you to make changes to *Keyword AAA* and *Keyword AAA* data held in the forms permitted under this agreement, to reflect your organisation's functions and activities and any changes to those functions and activities which may take place in the future.

You should keep a systematic and accurate record of any changes you make to the thesaurus, to enable you to incorporate those changes quickly and easily in any revised edition released by State Records and purchased by your organisation.

Changes made to *Keyword AAA* or *Keyword AAA* data in any form under this licence agreement in no way affect State Records' ownership of all intellectual property rights, including copyright, in *Keyword AAA* and the *Keyword AAA* data.

Keyword AAA and Consultants

If your organisation employs a consultant to implement *Keyword AAA* or to compile a functional thesaurus to be merged with *Keyword AAA*, you must take all reasonable measures to ensure State Records' ownership of copyright in *Keyword AAA* and the *Keyword AAA* data is not infringed.

You must enter into an agreement with the consultant to ensure that the consultant acknowledges State Records' ownership of the intellectual property rights, including copyright, in *Keyword AAA* and the *Keyword AAA* data and agrees that all copies of *Keyword AAA* and *Keyword AAA* data must be returned to your organisation at the conclusion of the consultancy.

Keyword AAA and administrative change

Administrative change can affect the licensing of *Keyword AAA*. Should your organisation undergo administrative change, **you must advise** State Records so that we can make arrangements for your organisation.

You must not assign or otherwise transfer any right or obligation under this agreement to another organisation without the prior written agreement of State Records. State Records has absolute discretion in deciding whether or not to agree to an assignment or transfer of this licence agreement.

Warranty

State Records warrants that it owns the intellectual property rights in *Keyword AAA* and has the right and authority to enter into this Agreement.

Limitation of Liability

Subject to the following clause, State Records agrees to indemnify and keep indemnified the organisation against all actions, proceedings, claims, demands, costs, losses, damages and expenses, which may be brought upon or made upon the organisation arising from, or incurred by reason of or in connection with a claim that *Keyword AAA* infringes the intellectual property rights of any third person.

To the extent permitted by law, all implied warranties, representations, terms and conditions relating to the provision of *Keyword AAA* under this agreement, not expressly

set out in this agreement are excluded from this agreement. To the fullest extent permitted by law, State Records' aggregate liability arising from or relating to the organisation's use of *Keyword AAA* is limited to an amount equal to the fee paid by the organisation to State Records under this agreement.

The organisation agrees to indemnify and keep indemnified State 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 organisation or its officers and employees. The organisation 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

- This agreement is governed 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.
- 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 organisation.
- This agreement does not create any employment, partnership, joint venture or agency relationship between State Records and the organisation.
- This agreement constitutes the entire agreement and understanding between State Records and the organisation 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.

Order form

Please complete order form and mail or fax to:

Administrative Assistant, Government Recordkeeping
State Records, PO Box 516 Kingswood NSW 2747

Facsimile: (02) 8247 8626 Email: govrec@records.nsw.gov.au

The licence includes 2 printed copies and 1 electronic copy. Licensing costs include GST and postage and handling. **Organisations from outside Australia wishing to purchase *Keyword AAA* should contact State Records.**

Organisation Details

Licensee organisation:

Postal Address:

ABN (if applicable):

Postcode:

Contact Name:

Telephone:

Email:

Method of Payment Cheque (payable to State Records Authority of NSW) Purchase Order and Invoice

Credit Card:

 MasterCard Visa

Licence fee \$:

Card number:

Cardholder name:

Expiry date:

Signature:

Electronic formats available			
<input type="checkbox"/> Word	<input type="checkbox"/> TermTree	<input type="checkbox"/> ASCII	<input type="checkbox"/> TRIM Captura
<input type="checkbox"/> aka	<input type="checkbox"/> CSV Comma Delimited	<input type="checkbox"/> Tab Delimited	<input type="checkbox"/> TRIM Context
<input type="checkbox"/> rtf	<input type="checkbox"/> Objective	<input type="checkbox"/> RecFind	<input type="checkbox"/> One-2-One

Statement of Agreement

Use of the *Keyword AAA* thesaurus is dependent upon you 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.

If you have any queries with any part of this agreement, please contact Catherine Robinson on (02) 8247 8627 or email govrec@records.nsw.gov.au.

This statement of agreement must be signed by a person who has the authority to bind the organisation, witnessed and returned to State Records when ordering *Keyword AAA*.

I, the undersigned, have read and understood the full terms of the licence agreement with the State Records Authority of New South Wales for the *Keyword AAA* Thesaurus. I agree, for and on behalf of the (*insert name of licensee organisation*) to abide by these conditions, and acknowledge that failure to do so may result in withdrawal of *Keyword AAA*.

Name _____

Signature _____

Date _____

In the presence of:

Witness Signature _____

Witness Name _____

Date _____