

Licence Conditions for Commonwealth Agency use of Keyword AAA

1. By an authorised representative of the Agency signing these Licence Conditions in duplicate as indicated in clause 13, and sending one signed copy to the address indicated in clause 14, the Agency agrees to comply with these Licence Conditions.
2. The Commonwealth has entered into an agreement with the State Records Authority of New South Wales (referred to hereafter as “State Records”) for a whole of government licence for the use of *Keyword AAA*. The National Archives of Australia has subsequently issued a version of *Keyword AAA* which has been modified for use by the Commonwealth and Commonwealth Agencies (*Keyword AAA Commonwealth Modified Version*)
- 3 Use of *Keyword AAA Commonwealth Modified Version* by the Agency is conditional upon the Agency complying with the terms set out in these Licence Conditions.

4. Definitions

- 4.1 “Agency” means the agency identified in clause 13.
- 4.2 “Business Classification Scheme” means an articulation of the functions and activities of the organisation derived from the analysis of business activity. The business classification scheme contains terms and scope notes that represent and describe functions, activities, transactions or other elements, and shows their relationships.
- 4.3 “Commonwealth” means the Commonwealth of Australia, represented by the National Archives of Australia that is the agency responsible for the administration of the whole of government licence for *Keyword AAA*.
- 4.4 “Documentation” means the documentation provided by the Commonwealth to the Agency providing explanation on the use of *Keyword AAA Commonwealth Modified Version*.
- 4.5 “*Keyword AAA*” means the 1998 edition of the product provided under the Agreement between the Commonwealth and State Records. It is a function-based thesaurus of general administrative terms that is used in the classification and indexing of records. The structure, terms and relationships within the thesaurus follow the classification principles as set down in the *Australian Records Management Standard AS 4390*.
- 4.6 “*Keyword AAA Commonwealth Modified Version*” means the version of *Keyword AAA*, as defined in section 4.3, as modified by the National Archives of Australia and issued in 2001.

5. Permitted uses

- 5.1 The Agency is granted a perpetual, non exclusive, non-transferable licence to use *Keyword AAA Commonwealth Modified Version* for the following purposes:
- (a) to incorporate *Keyword AAA Commonwealth Modified Version* through import or conversion data into agency resource (or records) management systems. *Keyword AAA Commonwealth Modified Version* terms will integrate with agency function-based or subject specific thesauri.
 - (b) to publish *Keyword AAA Commonwealth Modified Version* terms on an agency's website as part of Government Online Information Service Obligations or any other Government requirement.
 - (c) to customise or modify the content of *Keyword AAA Commonwealth Modified Version* to suit the requirements of the Agency;
 - (d) to make one or more electronic copies of the text of *Keyword AAA Commonwealth Modified Version* for on line storage, backup and use in the Agency's computer systems;
 - (e) to enable networked use (including dial in or other remote access or use) of the text of *Keyword AAA Commonwealth Modified Version* or of the *Keyword AAA Commonwealth Modified Version* data within the Agency; and
 - (f) to use the necessary software to produce printed copies or reports containing all or part of *Keyword AAA Commonwealth Modified Version*, and make photocopies of any printed version of *Keyword AAA Commonwealth Modified Version* supplied under these Licence Conditions, for reference use within the Agency.
- 5.2 The Agency is not required to make any payments in relation to its use of *Keyword AAA Commonwealth Modified Version* under these Licence Conditions.

6. Intellectual Property

- 6.1 Subject to Clause 6.2 and 6.3, intellectual property rights in *Keyword AAA* vest in State Records.
- 6.2 Intellectual property rights for the modifications to *Keyword AAA (Keyword AAA Commonwealth Modified Version)* vests in the National Archives of Australia, on behalf of the Commonwealth.
- 6.3 The Agency owns or shall own any intellectual property rights in any customisations of *Keyword AAA Commonwealth Modified Version* or of any modifications of the Documentation permitted under these Licence Conditions.

7. Prohibited uses

7.1 Other than as is permitted under these Licence Conditions, the Agency may not:

- (a) make any copy, other than a copy permitted under these Licence Conditions, of *Keyword AAA Commonwealth Modified Version* or any part of it or all of the *Keyword AAA Commonwealth Modified Version* data, in any form, or cause or permit any such copy to be made, without the express written authority of the National Archives of Australia; or
- (b) pass any copy of *Keyword AAA Commonwealth Modified Version* or part of it in any form, out of the Agency's possession, without the express written authority of the National Archives of Australia.

8. Services performed by Third Parties

8.1 The Agency may engage the services of a third party to customise and to manage *Keyword AAA Commonwealth Modified Version*, or to perform records management services on behalf of the Agency, using the Agency's system or on the third party's own system.

8.2 The third party must agree to act as if bound to these Licence Conditions.

8.3 The agreement between the third party and the Agency must state that at no time does ownership in *Keyword AAA Commonwealth Modified Version* vest in the third party.

8.4 Upon the expiration or termination of the agreement between the Agency and the third party, the third party shall return all disks, hard copies and wipe any copies from the third party's system.

8.5 A third party performing services for the Agency may use *Keyword AAA Commonwealth Modified Version* if required for proper performance of those services to the Agency.

9. Documentation

9.1 The Agency will be provided with a copy of Documentation by the Commonwealth in electronic form.

9.2 Subject to clause 9.3, the Agency may use the Documentation:

- (a) for the Agency's internal purposes to assist with understanding the operation and use of *Keyword AAA Commonwealth Modified Version*, including the involvement of third parties to provide services to the Agency in relation to the use of *Keyword AAA Commonwealth Modified Version*; and
- (b) to further develop and customise the Documentation to suit the Agency's particular needs.

- 9.3 The Agency may not make any changes to the content of the Business Classification Scheme.

10. Defects

- 10.1 If the Agency encounters some difficulty in using *Keyword AAA Commonwealth Modified Version*, the Agency shall, in writing, inform the Commonwealth of the problem. If the difficulty in use is due to a defect in *Keyword AAA Commonwealth Modified Version*, the Commonwealth shall, at its discretion, either:

- (a) arrange for the repair of *Keyword AAA Commonwealth Modified Version*;
or
- (b) provide a replacement copy of *Keyword AAA Commonwealth Modified Version*.

- 10.2 Clause 10.1 does not apply when the difficulty in using *Keyword AAA Commonwealth Modified Version* is because of customisation or modification of *Keyword AAA Commonwealth Modified Version* by the Agency.

11. Clarification on additional uses and changes to Licence Conditions

- 11.1 If the Agency is uncertain as to whether a particular use of *Keyword AAA Commonwealth Modified Version* or the Documentation is permitted under these Licence Conditions, the Agency will contact the Commonwealth before making that use of *Keyword AAA Commonwealth Modified Version*. The Agency shall not make that use until it has received written notice from the Commonwealth stating whether or not that use is permitted.
- 11.2 The Agency may, in writing, be advised of changes to these Licence Conditions by the Commonwealth. The Agency agrees to comply with any changes received in accordance with this clause.

12. Termination

- 12.1 If the Agency breaches these Licence Conditions and such breach is not remedied within 30 days of the Agency being notified in writing of such breach by the Commonwealth, the Agency's right to use *Keyword AAA Commonwealth Modified Version* may be terminated.

13. Identification of Agency and evidence of agreement to be bound

Signed by a representative of _____
[insert name of Agency]

who by signing these Licence Conditions on _____ [insert date]
warrants that he/she is authorised to sign these Licence Conditions on behalf of the
named Agency

[Signature]

[Name in print]

In the presence of

[Signature of Witness]

[Name of Witness]

Any notices for the Agency should be sent to the following address:

Attention:

telephone:
facsimile:
email

[Insert Agency's address for notices]

14. Commonwealth's address for notices

Signed Licence Conditions or any queries or notices in relation to *Keyword AAA Commonwealth Modified Version* should be directed to:

Assistant Director-General
Government Recordkeeping
National Archives of Australia
PO Box 7425
Canberra Mail Centre ACT 2610
telephone: (02) 6212 3600
facsimile: (02) 6212 3699
email: recordkeeping@naa.gov.au