FURTHER EDUCATION ACCESS TO DIGITAL DOWNLOADS

THIS AGREEMENT is made on 13th SEPTEMBER 2016

BETWEEN

"TNA": The Keeper of Public Records for and on behalf of The National Archives of Kew, Richmond, Surrey, TW9 4DU

AND

"The Organisation" _______ Teesside University _________________ is a recognised institution made up of staff and its members/students ("End Users") as defined in Appendix B where necessary.

WHEREAS

(A) TNA publishes an online document delivery service through its website providing access to digital images of original historical records ("Digital Downloads") and all Intellectual Property Rights therein are owned or licensed by TNA

(B) The Organisation owns and operates physical premises, which allow internet access to members and staff through terminals or remote facilities in a Higher or Further Education Institution.

IT IS AGREED AS FOLLOWS:

1. TERM OF THE LICENCE

This Licence shall commence on the 1st August 2016 and shall remain in effect for a twelve month period on receipt of the agreed annual subscription fees as defined herein.

2. RESPONSIBILITIES OF TNA:

TNA agrees to:

2.1 Advise the Organisation on set-up and access configuration to enable free access at the point of use to all End Users to all the document collections in Digital Downloads. (See Appendix A)

2.2 Test the connection and provide routine troubleshooting and assistance to ensure TNA's part of the connection is operating correctly. For the avoidance of doubt, the Organisation is responsible for correct initial configuration, routine operation and maintenance of equipment used to access the service.
2.3 Provide help and advice to users of the service via the online contact form:
http://www.nationalarchives.gov.uk/contact/contactform.asp?id=19 or by phoning the Digital Downloads help desk on 0208 876 3444. For the avoidance of doubt, TNA cannot provide the level of records advice and system support delivered on its own premises.

2.4 Provide monthly usage reports if requested via email the following day of the end of each calendar month covering the numbers of documents downloaded via the connection at the Organisation.

2.5 Provide free access to End Users at the Organisation to all content and services on Digital Downloads for the duration of the Licence. End Users’ ability to download and save or print content will be governed by the rules and subject to any charges levied by the Organisation. Re-use of material downloaded or printed will be governed by the Terms and Conditions of the Digital Downloads service

3. RESPONSIBILITIES OF THE ORGANISATION

The Organisation will:

3.1 It is the duty of the Organisation to implement technical measures e.g. authentication mechanisms, to ensure that access is granted only to the group of users agreed with TNA.

3.2 Support an internal IT support service capable of resolving routine problems.

3.3 Provide an internet connection capable of creating and maintaining a static IP address or range of addresses to allow validation of the connection at TNA.

3.4 Provide PCs or other devices used to access in order that the applications may work correctly. TNA cannot directly advise or support individual End Users of Digital Downloads regarding the Organisation’s hardware or internal networks, such support is to be provided by the Organisation’s IT support staff.

3.5 The Organisation may request, and TNA may agree to provide, free access to visitors on stands operated by the Organisation at external exhibitions or shows. Dependant on likely level of usage at such events, TNA may charge a fee (to be mutually agreed and paid for in advance) for any configuration and access arrangements necessary.
5.3 Upon termination of this Agreement by the Organisation due to a material breach or repeated other breaches by TNA, TNA will reimburse the Organisation a pro rata proportion of the annual access fee as defined in clause 4 for the unexpired Term of this Agreement. TNA shall not be obliged to return any portion of the Annual Access Fee in the event of termination for breach by the organisation.

As witness this Agreement has been signed by the authorised representatives of the parties on the date first written above.

Signed by:

[Signature]

Signed by:

[Signature]
3.6 In the event that, in the belief of the Organisation, these Licence terms conflict with local restrictions, work together with TNA to achieve resolution.

4. PAYMENT OF ANNUAL ACCESS FEE

4.1 The Organisation agrees to pay the Annual Access Fee as defined in 4.3 within 30 days of receipt of an invoice at the commencement of each twelve (12) month Term.

4.2 A reduction of 10% and 15% respectively is applicable when an organisation opts for a twenty four or thirty six month subscription period.

4.3

4.4 Annual Access Fees are subject to VAT unless exempt.

4.5 These fees may be subject to review by TNA on annual basis.

5. TERMINATION

5.1 Either party may terminate this Agreement at any time on the material breach or repeated other breaches by the other of any obligation on its part under this Agreement by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty (30) days after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach;

5.2 Upon termination or the expiry of this Agreement, TNA shall cease to authorise all online access to Digital Downloads by the End Users of the Organisation. All rights under this Agreement will be automatically terminated, except for such rights of action as will have accrued prior to such termination and any obligation which expressly or impliedly continues in force after such termination
Appendix A:

References in these notes to “this site” or “our site” mean The National Archives website http://www.nationalarchives.gov.uk/default.htm

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Adobe Acrobat Reader is required to view or print PDF documents and can be downloaded free of charge.

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Please click (or copy and paste into your address bar) on the link below for further information regarding this topic.

http://www.nationalarchives.gov.uk/legal/cookies.htm

Appendix B: