

**Newcastle Family History Society Inc.**  
**Copyright Licencing Agreement**  
**Explanatory Notes**

Whenever a publication is put together for the Newcastle Family History Society (NFHS) we rarely think about whether the Society will be able to reprint copies in the future or perhaps turn them into something like a USB to keep pace with new technology – we just assume that if we want to purchase a copy it will be easy to obtain, however, that is not always the case.

These days there are many legalities to consider. In an effort to safeguard our ability to republish publications which have been prepared especially for the NFHS we have sought help from the University Legal Centre, a free legal service available through the University of Newcastle, to prepare a document which will ensure we have the correct permission to do this in the future.

The document which has been prepared for the NFHS, while written in the necessary official legal terminology, simply states that:

This licence is for those providing research, stories or other material to the NFHS.

The NFHS assumes that the material is your own original work.

You always retain copyright of your own work & the right to use it as you wish.

You give permission for it to be published by the NFHS or a third party printer for the NFHS.

Should the NFHS join with another similar group in the future the permission goes with it.

If the NFHS closes, the permission passes to the Society which receives the NFHS's resources (another incorporated/Not for Profit group nearby, similar to the NFHS).

This agreement can be signed by you & sent back via email or delivered in person or via the post & will then be signed by two authorised members of the NFHS before it is filed securely for the future.

The permission you are giving is for the copyright period (which extends for 70 years after the death of the copyright owner).

The 'Researcher' is you (the person who is submitting a story, some research, or other material to the NFHS).

The 'Material' means your story, your research, or other material (such as photos).

The 'Society' is NFHS.

**We are asking you to give permission for the story/photos/publication you provided to the NFHS to be reprinted with your name on it at some stage in the future. We hope that you will join us as we attempt to secure the future of the Newcastle Family History Society Inc.**

Sincerely yours,  
Mel Woodford (President)



## Provision of Stories and Materials for Publication – Copyright Licence

This licence is for a Researcher who has benefited from information or advice from the Newcastle Family History Society Inc (“Society”) and is willing to provide the Society with research, stories or materials (“Material”). For the purposes of this licence, the Material includes all research and materials provided to the Society by the Researcher in circumstances where it is open for the Society to infer the research and materials are original work of the Researcher.

In consideration of the information or advice provided, the Researcher hereby grants a non-exclusive, perpetual, irrevocable licence to the Society to allow it to use and publish the Material.

The Society is given the right to sublicense or assign the benefit of this licence as reasonably needed to facilitate publication through third party publishers. The Society may also assign the benefit to another organization with similar objectives should the Society resolve to merge with another entity or wind itself up. The Researcher warrants that there are no existing or threatened claims or litigation regarding the Material and that the Material does not infringe the copyright of any other person. The Researcher retains ownership of the copyright in the Material and the right to licence copyright in the Material to others in addition to the Society.

This agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both parties. Delivery of an executed counterpart of a signature page to this agreement in electronic format shall be effective as delivery of a manually executed counterpart of this agreement.

DATED: .....

EXECUTED by Researcher:       )  
  )  
  )       Signature  
  )  
  )       .....  
  )       Print full name of Researcher

EXECUTED by  
Newcastle Family History  
Society Inc  
ABN: 43 533 036 199:

.....	.....
1 <sup>st</sup> Signature	2 <sup>nd</sup> Signature
.....	.....
Print Name	Print Name
Public Officer/Authorised Signatory	Authorised Signatory