THIS AGREEMENT is made on 13 November 2012

BETWEEN

(1) THE KEEPER OF PUBLIC RECORDS for and on behalf of THE
NATIONAL ARCHIVES of Kew, Richmond, Surrey
TW9 4DU ("TNA"); and

(2) FAMILYSEARCH INTERNATIONAL, a not-for-profit corporation doing
business under the name Genealogical Society of Utah, with its principle
place of business at 50 East North Temple Street, Salt Lake City, Utah 84150,
U.S.A ("FamilySearch")

INTRODUCTION

(A) Family Search has previously acquired microfilm of historic records from the
collections of TNA, listed Schedule One ("the Licensed Material") and now
wishes to scan the Material in order to create "the Digitised Material"

(B) Family Search wishes to make the Digitised Material available to Church
Members (as defined below) of The Church of Jesus Christ of Latter-day
Saints free of charge for the purposes of private study, research and
education via its internal Intranet.

(C) TNA has agreed to grant FamilySearch the Rights in accordance with the
terms of this Agreement.

(D) This Agreement (including the Schedules) replaces and supersedes the
agreement regarding the 1841, 1851, 1861, 1871, 1881 and 1891 Censuses
of England, Wales, the Channel Islands and the Isle of Man between the
Controller of Her Majesty’s Stationery Office, the Public Record Office and
the Genealogical Society of Utah dated 9 May 2001

IT IS AGREED:

1. Definitions
1.1 In this Agreement the following words and expressions shall have the
following meanings:
‘The Acknowledgement’ means a statement in the form set in Schedule One Part Two, or as otherwise advised by TNA from time to time;

‘Archive Purposes’ means activities that facilitate maintenance, retention and storage of the Digitised Images

‘The Church’ means The Church of Jesus Christ of Latter-day Saints

‘Church Members’ means the following closed set:

- Major Sponsors of the FamilySearch entity:
  i. Members of the Church
  ii. Students and faculty of all educational institutions founded by the Church
  iii. Employees of any legal entity affiliated with the Church

- Volunteers and Library Patrons of FamilySearch:
  i. Volunteers and staff members and patrons physically on the premises of the FamilySearch Libraries and volunteers and staff members of the FamilySearch Website
  ii. Volunteer Indexers using FamilySearch Indexing who index a minimum number of names, such minimum to be agreed between TNA and FamilySearch
  iii. Volunteers who donate at least 10 hours per month in the following activities sponsored by FamilySearch: camera operators, way-pointing, cataloguing, editing, scanning and publishing

‘Defaults’ means any breach of the obligations of either party (including but not limited to fundamental breach or breach of a fundamental term) or any material default, act, omission, negligence or statement of either party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of this Agreement and in respect of which such party is liable to the other;

‘Digitised Material’ means the digital images of the Licensed Material in machine-readable form created by or for the FamilySearch pursuant to this Agreement;

‘the Effective Date’ means the date of signature of this agreement as written above;
'FamilySearch Libraries' means FamilySearch's network of family history research centers operated by FamilySearch, including the Family History Library, FamilySearch centers, family history centers and other Church affiliated libraries.

'FamilySearch Website' means the website owned and operated by FamilySearch at the following url: https://www.familysearch.org/

'Free Access Service' means the free access provided by FamilySearch to Church Members only as defined above and via FamilySearch Libraries;

'Intellectual Property Rights' means any current and future intellectual property rights, including without limitation copyrights, trademarks, trade names, domain names, rights in logos and get-up, inventions, confidential information, trade secrets and know-how including commercial know-how, design rights, patents, utility models, semi-conductor topographies, all rights of whatsoever nature in computer software and data, rights in databases, privacy rights; and all intangible rights and privileges of a nature similar, analogous or allied to any of the above in every case in any part of the world and whether or not registered, including, in relation to the above all renewals, reversions or extensions; the right to sue for damages for past infringement; and all forms of protection of a similar nature which may subsist anywhere in the world.

'The Intranet' means the secure, password-protected network only accessible to authenticated Church Members as defined above;

'The Material' means the material more particularly detailed in Schedule One Part One;

'Restrictions' means that:

(a) This Licence permits non-commercial use of the Material and the Digitised Material only. FamilySearch shall only enter into agreements with commercial companies to supply Digitised Material for commercial use by prior approval of TNA, whether such agreements involve payment for images of the Digitised Material in cash or in kind.

(b) TNA agrees to use its best endeavours to give clear
guidance to FamilySearch as to any personal data contained within the Material which may be in breach of the Data Protection Act. TNA reserves the right to request redaction of such sensitive personal information. FamilySearch agrees to redact all such information within every document image on The Intranet, until such time as the data subject of the individual record in question is more than 100 years old;

'The Rights': (a) Means the royalty-free, non-exclusive and non-transferable right during the Term and throughout the Territory:

i) to use the Material to create the Digitised Material and to edit and enhance the resulting image quality for the purposes of ensuring legibility only;

ii) To reproduce and publish the Digitised Material only on the Intranet free of charge for the purposes of academic study and transcription and other such personal non-commercial use by Church Members only;

iii) To transcribe, and have transcribed information from the Digitised Material in order to develop and produce the Free Access Service

iv) To publish on the FamilySearch website searchable indexes of information transcribed from the Digitised Material created by Volunteer Church Members as defined above;

v) To create copies of the Digitised Licensed Material for the back-up and archive purposes of FamilySearch;

'The Term' means the term of this Agreement as detailed in Clause 3;

'The Territory' means the worldwide network of family history research centres operated by The Church of Jesus Christ of Latter-day Saints including the Family History Library, FamilySearch Centres, family history centres and other Church affiliated libraries;

'User' means a Church Member as defined above, being an authorised User of the Intranet.
1.2 Headings used in this Agreement are for ease of reference only and shall not affect its interpretation.

1.3 References to:
1.3.1 the parties, clauses, sub-clauses and the recitals are to the parties, clauses, sub-clauses of and recitals to this Agreement.
1.3.2 any act or regulation will be construed as referring also to any amendment or re-enactment (whether before or after the date of this Agreement).

2. **Grant of Rights; Reversion of Rights**

2.1 TNA hereby grants the Rights to FamilySearch for the Term subject to the Restrictions.

2.2 The Digitised Material may only be used for purposes directly relating to the exploitation of the Rights.

2.3 All Intellectual Property Rights in the Digitised Material shall vest in FamilySearch upon creation. FamilySearch hereby assigns to TNA, where appropriate by way of present assignment of future rights, such Intellectual Property Rights in the Digitised Material with effect from the date hereof or, if later, the date on which such rights come into existence and shall procure the assignment of all such Intellectual Property Rights by any maker employed or otherwise contracted to FamilySearch who may acquire such rights by operation of law or otherwise.

2.4 FamilySearch shall, to the extent permitted by law, use its reasonable endeavours to procure the waiver in favour of TNA of any moral rights in the Digitised Licensed Material.

2.5 FamilySearch hereby covenants that it will at the request and expense of TNA execute all such documents and do all such further acts as TNA may require to perfect the rights assigned to TNA in clause 2.4 above.

2.6 FamilySearch shall not acquire any Intellectual Property Rights in the Material or the Digitised Material or any adaptation of it (that is, any adaptation of the images, but adaptation shall not include extractions of the data thereon) except as specifically granted under this Agreement.

2.7 FamilySearch acknowledges that nothing in this Agreement shall entitle FamilySearch to use the name or logo of 'The Public Record Office' or 'The National Archives' except in the Acknowledgement specified in Schedule One.
3. **Duration of Agreement**

3.1 This Agreement shall commence on the Effective Date unless terminated earlier in accordance with this Agreement and shall remain in effect for an initial period of five (5) years from the Effective Date (the 'Term'). The Term shall automatically be extended for a further two (2) years at the end of the Term and for every two years thereafter unless either TNA gives written notice to FamilySearch or FamilySearch gives written notice to TNA before the end of the first year of the Term or each period that either of them will not extend the Agreement and specifies reasonable cause for such refusal to extend.

4. **Obligations of FamilySearch**

4.1 FamilySearch undertakes to include in its standard terms and conditions for use of its Intranet a stipulation prohibiting its Users from any use of the Digitised Material beyond that laid down in the Agreement, and without limitation, FamilySearch will not authorise or permit any User to re-sell the Digitised Material or any part thereof.

4.2 FamilySearch shall upon request of the TNA deposit with the TNA a copy of any part of the Digitised Licensed Material in a format and medium to be agreed between the parties, such request not to be made until a minimum of either (i) 6 (six) months of the completion of scanning of the relevant Licensed Material at the Approved Location or (ii) 6 (six) months from the launch of the Digitised Material within the FamilySearch's Online Service, whichever is the later.

4.3 FamilySearch acknowledges that FamilySearch is a separate data controller in respect of the Licensed Material. Each party shall comply with its respective obligations under the provisions of the Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them and which arise in performance with the Agreement. FamilySearch agrees that it shall only use such personal data in accordance with this Agreement and shall not do anything or omit to do anything that would place it or the TNA in breach of such obligations.

5. **Warranties**

5.1 TNA warrants and undertakes that:

- (i) it has the right to grant the Rights to FamilySearch under this Licence;
(ii) and to the best of the TNA’s knowledge and belief the use of the
Digitised Material on the Intranet by FamilySearch will not violate the
existing copyright of any third parties.

The warranties set out above are in lieu of all warranties terms and
conditions whether implied by or arising under statute or common law
custom trade usage or course of dealing between the parties or otherwise
all of which are hereby excluded to the fullest extent permitted by law.

5.2 FamilySearch warrants and undertakes that:
(i) it has the right enter into this Agreement; and
(ii) the Intranet will not infringe the intellectual property rights or any other
rights of any third party; and
(iii) the Digitised Material or any other content on the Intranet will not
contain any material which is obscene, blasphemous or defamatory.

6. Termination

6.1 This Licence may be terminated forthwith by TNA if Family-Search commits
any material or persistent breach of any term of this Agreement. On
termination of this Agreement for any reason all rights and obligations of the
parties shall cease and terminate and FamilySearch shall either deliver up
all copies of the Digitised Material to TNA free of charge or erase all such
copies from the Intranet and provide a certificate of erasure identifying the
Digitised Material in a form satisfactory to TNA;

7. General

7.1 Nothing in this Agreement shall create or be deemed to create a partnership
or the relationship of principal and agent between the parties.

7.2 Neither party may assign or sub-license any of its rights or obligations under
this Agreement without the prior written consent of the other; this
Agreement shall bind each party’s successors and permitted assignees.

7.3 Neither the waiver by either party of a breach or default of any of the
provisions of this Agreement by the other party nor the failure of either party
to enforce any provision or otherwise avail itself of any right on any one
occasion shall affect its right to enforce another provision or otherwise avail
itself of any right against the other on a different occasion.

7.4 If any term condition or other provision of this Agreement is held to be
invalid void or unenforceable or to render this Agreement or any part of it
void or unenforceable then that provision shall be severable from the remaining terms conditions and provisions of this Agreement which will continue in force and be construed as if such provision had never been contained in this Agreement.

7.5 Any notice served by a party to this Agreement may be sent by ordinary first-class pre-paid post by recorded delivery or by facsimile transmission to the address of the other set out above and if so sent shall be deemed to have been served in respect of pre-paid post ten working days after the date of posting and in respect of facsimile transmission (provided a confirmatory hard copy is sent by first class post on the date of transmission) at the time of such transmission.

7.6 This Agreement (including the Schedules) supersedes all previous agreements and understandings made between TNA and FamilySearch in relation to the Material and embodies the entire agreement of the parties. In particular no statement representation or warranty made by either party (whether before or after the signing of this Agreement and whether such statement representation or warranty induced either party to enter this Agreement) shall be effective or enforceable or give rise to any legal remedy unless it is repeated in this Agreement. Provided that nothing in this Clause 7.6 shall serve to exclude the liability of either TNA or FamilySearch in respect of any fraudulent pre-contractual statement or misrepresentation.

7.7 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

7.8 This Agreement shall be governed by and construed according to the laws of England and Wales and the parties submit to the jurisdiction of the English Courts;

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

For & on behalf of The National Archives: ........................................
Name: .........................................................................................
Position: .........................................................................................
Date: 13th November 2012
SCHEDULE 1

Part 1: THE MATERIAL

Material selected from the following record series held at The National Archives:
HO 107 : 1841 & 1851 Census of England and Wales
RG 9 : 1861 Census of England and Wales
RG 10 : 1871 Census of England and Wales
RG 11 : 1881 Census of England and Wales
RG 12 : 1891 Census of England and Wales
IR 26 : Registers of Legacy Duty, Succession Duty and Estate Duty, 1796-1903:
   Pieces 179-286, 333-344 & 438-534
IR 27 : Indexes to Registers of Legacy Duty, Succession Duty and Estate Duty, 1796-1903:
   Pieces 17-66, 84-85 & 94-323
BT 158 : Registers of Births, Deaths and Marriages of Passengers at Sea, 1854-1890
BT 159 : Registers of Deaths at Sea of British Nationals, 1875-1888
BT 160 : Registers of Births at Sea of British Nationals, 1875-1891
BT 112 : Register of Seamen, Series II, 1835-1844
BT 113 : Register of Seamen's Tickets, 1845-1854
BT 114 : Alphabetical Index to Register of Seamen's Tickets, 1845-1854
BT 115 : Registry of Shipping and Seamen: Alphabetical Register of Masters, 1845-1854
BT 116 : Register of Seamen, Series III, 1853-1857
BT 119 : Alphabetical Index of Seamen registered in BT 112, 1835-1844
BT 120 : Register of Seamen, Series I, 1835-1836
RG 4 : Registers of Births, Marriages and Deaths Surrendered to the Non-parochial
   registers commissions of 1837 and 1857
RG 6 : Society of Friends Registers, Notes and Certificates of Births, Marriages and
   Burials, 1578-1841
TS 20 : Treasury Solicitor: Jacobite Rebellion (1745) Prosecution Papers, 1715-1753
WO 363 : Soldiers' Service Records First World War "Burnt Records"
WO 364 : Soldiers' Documents from Pension Claims, First World War

Part 2: ACKNOWLEDGEMENT

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Library, Kew, Richmond, Surrey TW9 4DU, Tel: 020 8392 5225 Fax: 020 8392
5266.

NOTE: The portion of the acknowledgement which is underlined above, should be
configured by FamilySearch as a hyperlink to the following page of TNA’s website:

http://www.nationalarchives.gov.uk/contact/default.htm#images