

ARCHIVES USE BYLAW

A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to authorize the Corporate Administrator to enter into agreements, on behalf of the City, for licensing the use of materials in the City's Archives.

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Under its statutory powers, including sections 8(1), 154 and 194 of the *Community Charter*, the Council of the City of Victoria enacts the following provisions:

Title

- 1 This Bylaw may be cited as the "ARCHIVES USE BYLAW".

Authority to enter agreements for use of archives

- 2 The City's Corporate Administrator may enter into and execute agreements, on behalf of the City, for licensing the use of materials in the City's Archives.

Form of agreements

- 3 The agreements referred to in section 2 must be substantially in the form set out in Schedule A.

Licensing Fees

- 4 The licensing fees applied to agreements referred to in section 2 are set out in Schedule B.

READ A FIRST TIME the	27TH	day of	MAY	2004.
READ A SECOND TIME the	27TH	day of	MAY	2004.
READ A THIRD TIME the	27TH	day of	MAY	2004.
ADOPTED by the Municipal Council on the	10TH	day of	JUNE	2004.

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“ROBERT G. WOODLAND”
CORPORATE ADMINISTRATOR

“ALAN LOWE”
MAYOR

Schedule A

City of Victoria Archives Use Bylaw Licence Agreement

The general terms and conditions of your license for the use of CITY OF VICTORIA ARCHIVES material are set forth below. The Applicant will be referred to as “the Licensee” and “you”. The City of Victoria Archives will be referred to as “CVA”. The Corporation of the City of Victoria will be referred to as “City of Victoria”. This License Agreement together with the Application for Permission, Client Guidelines and any additional Letter Agreement, will be referred to collectively as the “Agreement”. Please read this Agreement carefully. Specifics of each Applicant’s permitted use are outlined on the Client Guidelines sheet or in a Letter Agreement, if necessary, which documents are attached to and form part of this Agreement.

You agree to be bound by the terms and conditions of this Agreement with respect to each item of CVA material you have listed on the “Application for Permission Form” for which permission has been granted and for which a license fee is payable. The specific items that you have received permission to use are referred to in this Agreement as the “Licensed Material”.

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EXEMPTION: _____
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- 1.5 **CREDIT CITATION:** The Licensee must ensure that a clearly visible citation bearing, at a minimum, the CITY OF VICTORIA ARCHIVES and the item call number(s) will be displayed on their product, publication or program. Television and or video/film producers: you will be assigned a project number to include in your tail credits, which will encompass the licensed images/documents. **You must contact CVA for the credit tag before locking picture credits.**
- 1.6 CVA reserves the right to:
 - (i) **Impose a penalty** not to exceed 100% of the license fee if the credit citation is omitted or incomplete; AND OR

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- (ii) **Withdraw permission** for the use of the Licensed Material.

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- 3.3 **The Licensee acknowledges and agrees to the following:**
 - (i) That you have read and understand this License Agreement concerning the terms and conditions under which CVA has agreed to license the use of the Licensed Material;
 - (ii) That you understand that the City of Victoria shall not be responsible in any way for any damage, loss, injury, claim or economic loss or other

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(iii) That you are waiving potential legal claims against the City of Victoria and without such a waiver, a license to use the Licensed Material would not be granted by the City of Victoria.

3.4 The Licensee, therefore, waives any rights, claims, demands, actions, causes of action, damage, loss, liabilities, or expenses whatsoever, whether for personal injury, property damage or any other loss or damage whatsoever, in any way arising out of or connected with the License or the use of the Licensed Material, except as provided under section 3.3(ii).

3.5 This Agreement is legally binding upon and enforceable against the Licensee in accordance with its terms.

3.6 All information, statements, documents and reports furnished or submitted by the Licensee to CVA in connection with this Agreement are true and correct. The Licensee has no knowledge of any untrue or inaccurate representation or assurance, whether verbal or written, given by the Licensee to CVA in connection with this Agreement.

4. **Assignment / Copies / Notice of Copyright**

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5. **General**

- 5.1 This license constitutes the general agreement between the Licensee and CVA concerning the use of the Licensed Material. Specifics of each Licensee's use will be outlined on the Client Guidelines page and or in a separate Letter of Agreement, copies of which are attached to and form part of this Agreement. This Agreement is governed by the laws of the Province of British Columbia and Canada.
- 5.2 All rights to CVA material are owned by the City of Victoria and are subject to and protected by Canadian copyright laws, international treaty provisions and other applicable laws. The City of Victoria retains all rights not expressly granted by this Agreement. The City of Victoria is the owner and or custodian of all material listed on the "Application for Permission Form", unless otherwise stated by CVA.
- 5.3 Except for this Agreement, the City of Victoria will not accept nor sign any other form, including publisher consent forms. This Agreement may not be amended without the approval of the CVA and the City of Victoria.
- 5.4 By signing, you agree to be bound by the terms and conditions of this Agreement with respect your use and reproduction of the Licensed Material.

Project Title (please print):

Licensee: _____

Licensor: THE CITY OF VICTORIA

Company: _____

For CVA: _____

Signature: _____

Date: _____

PLEASE RETURN BY FAX TO CITY OF VICTORIA ARCHIVES

Fax: (250) 361-0394

Telephone: (250) 361-0375

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