

# LICENCE AGREEMENT FOR INCLUSION OF COPYRIGHT DIGITAL IMAGES ON THE DIAMM WEBSITE

This licence agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ (month), 2001 (year) between The University of Oxford (administrative offices: Wellington Square, Oxford, OX1 2JD) and Royal Holloway and Bedford New College, University of London (administrative offices: Egham Hill, Egham, Surrey TW20 0EX) hereinafter known jointly as "The Licensee" and

hereinafter known as "The Owner", whose address is

1. The Licensee shall generate copyright digital images ('Copyright') in documents belonging to The Owner as set out in the Appendix hereto (hereinafter 'The Collection') for the purpose of publishing low-resolution digital images on the DIAMM Website.
2. The Licensee agrees that ownership of the Copyright shall vest exclusively in The Owner subject to the terms of this Agreement.
3. The Owner grants to The Licensee a non-exclusive licence to place copyright images of any or all of The Collection on the DIAMM Website subject to the controls and restrictions set out below.
4. The Owner warrants that it is the sole owner of the Copyright in The Collection or that it is authorised to grant the rights it offers in this Agreement, and that the Collection used as contemplated in this Agreement will not infringe any copyright of any third party. The Owner hereby agrees to indemnify The Licensee against any losses or costs associated therewith howsoever caused, incurred as a result of a breach of this warranty.
5. The Owner permits the representatives of The Licensee to grant a password and username giving access to the website to individual scholars for their private research and study only, but not for any commercial purpose.
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7. The Licensee or any organisation authorised by them to mount images of The Collection on the DIAMM website is permitted to use these images for the purposes of testing or demonstration.
8. The Licensee will provide access to the website to any person nominated by The Owner for as long as it is in existence under their control; and The Licensee will ensure that this access is granted to the nominee of The Owner by any subsequent administrator of the website.
9. The Owner reserves the right to make links from its website to the DIAMM website.
10. On completion of The Archive the contents of the website will be offered for deposit with the Arts and Humanities Data Service ('AHDS') and The Owner hereby agrees to grant a licence to the Copyright to the AHDS on the same terms as under this Agreement.
11. Neither party may assign this Agreement or any part of it without the written consent of the other party except as specified in 10 (above).
12. No modification of the Agreement shall be binding on either party unless it is agreed in writing by both parties.
13. Any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the English courts and shall be governed by English law.

Signed on behalf of Oxford University by

\_\_\_\_\_  
(name in capitals)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

Signed on behalf of Royal Holloway and Bedford New College by

\_\_\_\_\_  
(name in capitals)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

Signed on behalf of The Owner by

\_\_\_\_\_  
(name in capitals)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

Appendix of sources: