

DIAMM RESTRICTED WEBSITE ACCESS AGREEMENT

DIAMM is a joint project based at the University of Oxford and funded by the Arts and Humanities Research Board and the Andrew W Mellon Foundation.

Creating a user account on the DIAMM website indicates that you have read and understand the following statements:

All material ("Data Collections") supplied via the Digital Image Archive of Medieval Music (DIAMM) website is protected by copyright and other intellectual property rights. **Duplication, reproduction or sale of all or part of any of the Data Collections in any form is expressly forbidden**, with the exception of temporary web-browser cache copies. I shall obtain specific permission for any other use, including downloading and changing any image in any way and/or the use of copies of any image from the archive in any form whatsoever on a third-party website. I shall not offer to sell, licence, or otherwise distribute electronic or print copies of Data Collections to any third party including other authorized users.

The username and password granted to me are for my sole personal use, and I shall treat my username and password as confidential and shall not disclose them other person for **any reason whatsoever**. Passwords are granted for limited periods at the discretion of the DIAMM Directors, and application for renewal must be made to the Directors.

In addition, with reference to any data materials supplied to me by DIAMM, their Service Provider, or by a recognised agency of DIAMM, I hereby undertake

1. To abide by the restrictions detailed above.
2. Not to disclose my username and password to any other person and to take appropriate measures to ensure their security and to communicate any compromise of their security immediately to the Project Manager.
3. To use any part of the Data Collection and website only for the purposes of non-commercial research or teaching, as specified in the statement above.
4. To respect and protect the rights of owners of copyrights in the images made available through the DIAMM website.
5. To abide by any conditions, displayed on screen or otherwise notified to me, that may apply to the access to, or use of, specific datasets within the Data Collections.
6. To preserve at all times the confidentiality of information pertaining to identifiable individuals that is recorded in the Data Collections. In addition, where so requested, to preserve the confidentiality of information about, or supplied by, organisations recorded in the Data Collections. In particular I undertake not to use or attempt to use the Data Collections to deliberately compromise or otherwise infringe the confidentiality of individuals or organisations.
7. That the personal data submitted below is accurate to the best of my knowledge, and that any changes in that personal data, and in particular in my educational or employment status, are made known to the Directors of DIAMM at the earliest possible opportunity.
8. To indemnify DIAMM and its service providers against any liabilities, losses or costs associated therewith howsoever incurred by DIAMM or its service provider as a result of my negligence or a breach of this agreement or misuse, whether by me or through me by a third party, of any images, text or data obtained through the DIAMM website.
9. I agree that any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the English courts and shall be subject to English law.

I understand that breach of the above provisions of this Agreement will lead to immediate termination of my access to all DIAMM services, either permanently or temporarily, at the discretion of the DIAMM Directors, and may result in legal action being taken against me.

I further agree:

1. To acknowledge, in any publication, whether printed, electronic or broadcast, based wholly or in part on the Data Collections, DIAMM, the original depositors and the funders of the Data Collections (if different), as described in the documentation accompanying the Data Collections.
2. To declare, in any publication, whether printed, electronic or broadcast, based wholly or in part on the Data Collections, that those who carried out the original collection of the data bear no responsibility for the further analysis or interpretation of it.
3. To supply the Directors of DIAMM with one copy of any published work based wholly or substantially on the Data Collections or alternatively with references and supporting information if this is requested.
4. That DIAMM and its agencies may hold the personal data submitted below for validation, and statistical purposes, and may pass the information on to other parties such as depositors of material contained in DIAMM, and copyright and other intellectual property right owners whose material is contained in DIAMM. I may request copies of data referring to me held by DIAMM, and the names of the parties to whom it has been disclosed, on payment of an administrative fee.
5. To notify DIAMM of any errors discovered in the Data Collections.
6. To accept that DIAMM, the DIAMM Service Provider, and the depositor of any part of the Data Collections supplied bear no legal responsibility for their accuracy or comprehensiveness, and do not warrant that any material in the Data Collections does not infringe the intellectual property rights of any third party, and that DIAMM, the DIAMM Service Provider, and the depositor of any part of the Data Collections supplied accept no liability to the extent permitted by law for indirect, consequential, or incidental, damages or losses arising from use of the Data Collections, or from the unavailability of, or break in access to, the service, for whatever reason.
7. That where there is no breach of this agreement, it may be terminated, or its terms altered, by DIAMM either after 30 days notice; or at the end of the period for which access has been granted.