LICENCE AGREEMENT FOR THE DIGITIZATION AND ARCHIVING OF PRIMARY SOURCES

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

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2. The Licensee agrees that ownership of the Copyright in the digital images of The Collection shall vest exclusively in The Owner of The Collection subject to the terms of this Agreement.

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4. The Owner permits The Licensee or any organisation authorised by them to digitise The Collection to use, download, transmit, or print from the digitised version of The Collection for any private, research, testing, demonstration or educational purpose but not for any commercial purpose, and to 'restore' images digitally in order to improve legibility.

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7. On completion of The Archive the images in The Collection will be offered for deposit with the Arts and Humanities Data Service ('AHDS') and The Owner hereby agrees to grant a licence to the AHDS on the same terms as under this Agreement.

8. Neither party may assign this Agreement or any part of it without the written consent of the other party except as specified in 8 (above).

9. No modification of this Agreement shall be binding on either party unless it is agreed in writing by both parties.

10. 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: