Licence	number:	
Licence	number.	

LICENCE AGREEMENT FOR THE DIGITIZATION AND ARCHIVING OF PRIMARY SOURCES

(admin	ence agreement is made on the day of istrative offices: Wellington Square, Oxford, OX1 2JD) and Ro istrative offices: Egham Hill, Egham, Surrey TW20 0EX) hereir		
hereina	after known as "The Owner", whose address is		
1.	The Owner grants to The Licensee a non-exclusive licence, subject to all the terms and conditions of this Agreement, to permit The Licensee or its sub-contractors to convert any or all of the documents listed in the Appendix (hereinafter 'The Collection') into copyright digital images ('Copyright'), to make any necessary back-up copies, and to store all images in the Digital Image Archive of Medieval Music (DIAMM; hereinafter 'The Archive').		
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.		
3.	The Owner warrants that it is the sole owner of the items in The Collection and any copyright pertaining thereto or that it is authorised by The Owner 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 liabilities losses or costs associated therewith howsoever caused, incurred as a result of a breach of this warranty.		
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.		
5.	The Licensee will permit reproduction without charge by The Owner, of restored and enhanced images of The Collection, including suitable acknowledgement of the work of DIAMM, in any form.		
6.	It being recognized that the copyright of the unrestored and unenhanced images is vested absolutely in The Owner, it is noted that for its part The Owner recognizes that the copyright of any work of virtual restoration or enhancement is vested absolutely in Royal Holloway and Bedford New College in the University of London.		
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)	
(signatur	e)	(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)	

Appendix of sources:

(date)

(signature)