

TERMS AND CONDITIONS

1. Usage

- 1.1 The Regents of the University of Michigan (“Michigan”) grants you a non-exclusive, non-sublicensable, and non-transferable license to use Digital Data (as hereinafter defined) made available to you by the University of Michigan Herbarium (“MICH”) and/or the Museum of Zoology (“UMMZ”), referred collectively as the “EEB-Museums”. For purposes of these Terms and Conditions, “Digital Data” is defined as images, videos, audio recordings, mesh files, 3D datasets, and other derivative data originating from voucher specimens and collections accessioned in the EEB-Museums.
- 1.2 Redistribution or sublicensing of Digital Data is prohibited. Deposition of Digital Data in your or other repositories requires prior written permission from the EEB-Museums. Production of derivatives or physical replicas derived from the Digital Data also requires prior written permission from the EEB-Museums.
- 1.3 If you are approved to create derivatives or physical replicas of the Digital Data by the EEB-Museums in writing, you agree to provide the EEB-Museums with copies of any digital derivatives produced from the Digital Data, including but not limited to measurements, renderings, segmented data, 3D meshes, rigged meshes, animations, and annotations, as and if requested. You also agree to provide Michigan with a non-exclusive, irrevocable, worldwide, fully-paid-up license to use these digital derivatives for research and educational purposes.
- 1.4 You must comply with any additional restrictions (e.g., copyright or privacy rights) specified in metadata and/or README.txt files associated with the Digital Data. You may not remove any proprietary notices included with the Digital Data.

2. Attribution

- 2.1 You agree to cite the digital object identifier (“DOI”) or universally unique identifier (“UUID”) associated with the Digital Data in publications and other works that you create.
- 2.2 You agree to cite the author and source of the Digital Data.
- 2.3 If the Digital Data were produced by the EEB-Museums, you agree to and will provide one of the following attributions in an acknowledgements section or similar:

“The data was provided courtesy of the University of Michigan Herbarium.”

or

“The data was provided courtesy of the University of Michigan Museum of Zoology.”
- 2.4 If the Digital Data represent a voucher specimen held by the EEB-Museums, the catalog number of the specimen must be referenced in the Specimen Examined or similar section in the manuscript (e.g., ummz:mammals:12345). Please contact the relevant EEB-Museums collection manager with any questions regarding proper attribution methods.

3. Publication

- 3.1 You shall notify the EEB-Museums in writing of all authored/co-authored publications in which Digital Data are used and provide electronic copies of those publications to the responsible collection manager.

4. Disclaimer of Warranty; Limitation of Liability

- 4.1 Digital Data and associated information are provided on an “as is” basis, and Michigan specifically disclaims all

TERMS AND CONDITIONS

warranties or conditions of any kind, either express or implied, including, without limitation, any warranties or conditions of title, non-infringement, merchantability, or fitness for a particular purpose. Michigan has no obligation to provide you with any maintenance, support, or updated Digital Data.

4.2 MICHIGAN DISCLAIMS ANY AND ALL LIABILITY IN AND FOR THE DIGITAL MEDIA AND YOUR OR OTHERS USE OF THE SAME. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL THE REGENTS OF THE UNIVERSITY OF MICHIGAN, INCLUDING ITS REGENTS, FELLOWS, OFFICERS, EMPLOYEES AND AGENTS, BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (a) DIRECT, (b) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, (c) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, (d) LOSS OF GOODWILL OR REPUTATION, (e) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA OR BREACH OF DATA OR SYSTEM SECURITY, OR (f) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER MICHIGAN, ITS REGENTS, FELLOWS, OFFICERS, EMPLOYEES AND AGENTS, MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

5. Reservation of Rights

5.1 Michigan reserves all rights not expressly granted to you in these Terms and Conditions.

5.2 These Terms and Conditions may change without notice. Changes shall be effective upon posting, and you are encouraged to check regularly for updates. See the MICH website (<https://lsa.umich.edu/herbarium>) or UMMZ website (lsa.umich.edu/ummz) for current terms.

6. Applicable Law

6.1 These Terms and Conditions will be governed by and construed under the laws of the State of Michigan. Any actions in regard to these Terms and Conditions will be heard, decided, and resolved in the Michigan Court of Claims.

7. No Assignment

7.1 You may not assign or transfer any of your rights or delegate any of your obligations hereunder to any third party. Any purported assignment in violation of this Section 7.1 shall be null and void.

8. Compliance with Law

8.1 You may not use the Digital Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

8.2 The rights granted to you in these Terms and Conditions are subject to any restrictions or any rights required to be granted under prior research or sponsorship agreements, or retained by the U.S. government, for example in accordance with Chapter 18 of Title 35 of U.S.C. 200-212 and the regulations thereunder (37 CFR Part 401), when applicable. You agree to comply in all respects, and shall provide Michigan with all reasonably requested information and cooperation for Michigan to comply with applicable provisions of the same and any requirements of any contracts between Michigan (or others) and any agency of the U.S. government that provided funding for the subject matter hereof.

9. Termination

9.1 Michigan may immediately terminate your right to use the Digital Data if you breach any provision of these Terms and Conditions upon written notice to you. Upon any termination, cancellation, or expiration of your right to use the Digital Data, you agree to cease using the Digital Data, delete or destroy all copies of the Digital Data, and certify in writing to UMMZ that the Digital Data has been deleted or destroyed.