

## MorphoSource Standard Usage Agreement

### Commercial Use Prohibited – Derivatives Re-archival Encouraged But Not Required – 3D Printing Prohibited

I agree to comply with the following Basic Requirements 1-3 below whenever I download or access from MorphoSource any file(s), image(s), or model(s) (each, individually and all collectively, as applicable, referred to as “Content”) for use in any release, research paper, educational course, presentation, analysis project, website, blog post, social media post, or other public communication in the form of measurements, analyses, discussion, or 2D and 3D figures. I also agree that if I create digital or physical derivatives of the Content, I will comply with standards 1 and 2 immediately below, as well as the additional citation requirements and restrictions listed further below specifically referencing derivatives of the Content.

#### Basic Requirements

1. Any instructions for Content citation and funding acknowledgment found on the relevant MorphoSource page for the files.
2. Any restrictions and requirements of any copyright licenses or usage agreements that may be attached to these files
3. Additional citation requirements and restrictions of use that are listed below.

#### Additional Citation Requirements and Restrictions of Use:

- a. **Acknowledgement of Source.** Any release, research paper, educational course, presentation, analysis project, website, blog post, social media post, or other public communication referencing the Content and/or derivatives of the Content must clearly and explicitly identify MorphoSource, the collection organization (i.e., the specific collection, department, or laboratory), and the collection institution (i.e., the museum or university) as the original source of the Content or derivative. This same acknowledgement must be made for Content and/or derivatives of Content originally sourced for MorphoSource that have been re-archived in third-party repositories (see below for any further restrictions on re-archival of this Content or derivatives, if any exist).
- b. **Citation.** Any release, research paper, educational course, presentation, analysis project, website, blog post, social media post, or other public communication referencing the Content and/or digital or physical derivatives of Content will label, cite, or otherwise be captioned both with the institutional catalog number of the physical object or specimen that the Content or derivative represents (preferably using the “Darwin Core triplet” of [Institution Code]:[Collection Code]:[Catalog Number]; for example, MCZ:Herp:A-12345), and the MorphoSource media identifier(s) of the downloaded file(s). Specifically, the MorphoSource *Digital Object Identifier* (DOI) should be included when available. If a DOI is not available for the file object in question, then a MorphoSource *Archival Resource Key* (ARK) identifier must be included. [See our guide to best practices for citation](#). These requirements for citation also apply to Content and/or derivatives thereof originally sourced on MorphoSource that have been re-archived in third-party.

- c. **Limits on informal or private sharing.** Informal or private sharing includes both any direct person-to-person transfer of files and the act of making files available to a select limited group of individuals whether using a digital system or by sharing physical objects or media. Informal or private sharing of Content is allowed in **either** of the following two circumstances:
- I. The third-party individuals with whom the Content is shared do not intend to use this media for any additional sharing (from the third-party individual to further third-party individuals), and the third-party individuals with whom the media is shared do not intend to use this media for any purpose leading to a release, research paper, educational course, presentation, analysis project, website, blog post, social media post, or other public communication. **OR**
  - II. If **all** of the following conditions apply:
    - i. Content was initially downloaded or accessed with the explicit purpose of being used in a collaborative activity where limited sharing is a necessary component of the use case.
    - ii. The download/access use case *can not* be achieved through multiple individuals separately downloading copies of the Content through MorphoSource.
    - iii. The download/access use case does not constitute public or unrestricted third-party redistribution of the Content and/or derivatives

Two examples of allowed informal or private sharing would be the use of 3D models or prints in an educational classroom setting for instructive purposes, or the collaborative creation of derivative 3D media from Content by a team of subject experts. Other allowed usages do exist and are not limited to these examples.

Generally speaking, if you know of someone who wants to use or could benefit from the use of Content you download or access from MorphoSource, but you did not download the Content for the purpose of a collaborative effort with that individual, then you should not share that Content with that individual. Instead, that individual should download the Content directly from MorphoSource.

In cases where limited informal sharing is permitted, you and each individual with whom you share Content are bound to this agreement. This agreement does not supersede any copyright license, usage agreement, or other restrictions placed on the Content by the Content owner or collection organization. A copyright license or usage agreement may impose more or fewer restrictions on sharing compared to this provision, and users are responsible for following both these requirements and other licenses or agreements.

- d. **Limits on redistribution through other repositories.** You will not share, re-archive, or deposit any Content downloaded or accessed from MorphoSource in a different publicly accessible digital repository without prior written permission from the Content owner or collection organization, as applicable. In such cases, all requirements related to (a) **Acknowledgment of Source** and (b) **Citation** still apply.
- e. **Commercial Usage of Data.** Content and derivatives thereof may not be resold or used for commercial purposes without explicit approval from the Content provider.
- f. **Derivatives.** If a digital derivative is created from Content downloaded or accessed from MorphoSource **and** that derivative is used in a public-facing or otherwise-distributed product (including but not limited

to a release, research paper, educational course, presentation, analysis project, website, blog post, social media post, etc.), that digital derivative must be available on request to the Content owner of the Content and/or MorphoSource within one year of the release of the product in which the derivative is used. We encourage you to archive this derivative on MorphoSource, but this is not specifically required. Any usage of derivatives must adhere to the standards for (a) **Acknowledgment of Source** and (b) **Citation**. Other restrictions, such as forbidding archiving of derivatives in other publicly accessible digital repositories, may apply through other copyright licenses or usage agreements on Content, and users are responsible for following both these requirements and other licenses or agreements.

- g. **3D Printing**. 3D printing of this MorphoSource Content is prohibited without prior written permission from the Content owner or collection organization, as applicable.

I acknowledge that failure to adhere to these provisions could result in revocation of downloading privileges from MorphoSource, and could result in legal ramifications for me or my institution/company. I understand that I may still have to sign additional agreements deployed directly from the owner or collection organization before I am granted access to Content. I also reaffirm my knowledge of and agreement to the MorphoSource [Terms of Use](#).