

TERMS AND CONDITIONS OF USE OF THE ABC RISK MANAGEMENT SYSTEM FOR CULTURAL HERITAGE

This document presents the terms and conditions of use of the ABC risk management system for cultural heritage. By using the ABC System, the user expresses his/her acknowledgment and agreement with the terms and conditions of this document.

1. OF THE OBJECT

The ABC Risk Management System for Cultural Heritage (or ABC System) results from the memorandum of understanding established between Casa de Oswaldo Cruz/Fiocruz (COC/Fiocruz), International Center for the Study of the Preservation and Restoration of Cultural Property (ICCROM) and Canadian Conservation Institute (CCI) - henceforth referred to as "partnership". The ABC System is a tool that aims to assist institutions interested in implementing the ABC Method of risk management - developed by ICCROM and CCI.

2. OF THE ACCEPTANCE

The present document must be read carefully and reviewed by the interested party before using the system.

The interested party, by joining the use of the ABC System, expressly shows its full and unreserved acceptance of all the rules, conditions, and policies contained in this document and in any other access instruments.

By accepting the terms of this document, the interested party **declares and guarantees** that he/she will use the ABC System in a responsible and appropriate manner, in accordance with legal norms.

At discretion of the partnership between COC/Fiocruz, ICCROM and CCI, the ABC System may, at any time, be modified, updated or discontinued, temporarily or permanently, and may be distributed and managed in the most convenient way for the parties involved, there is no liability or duty on the part of the partnership between COC/Fiocruz, ICCROM and CCI to indemnify for any modifications, updates, suspensions or discontinuity of the ABC System.

The responsibility for the operation, installation and integrity of the data entered in the system belongs to the interested party.

3. OF THE REGISTRATION

To access the ABC System, the interested party must fill out an electronic form. In this form, it will be asked to identify the interested institution, country of origin, city and a contact email. In addition, the interested party must inform the acceptance of these terms and conditions of use.

4. OF THE ACCESS

The access to the ABC System will only be available to the user if he/she fully agrees with the terms and conditions presented in this document.

5. OF THE COLLECTED DATA

The interested party agrees and is aware that:

- a) The provision of the interested party data is necessary for the identification, registration and statistics of those interested in using the system.
- b) The data provided will not be shared or used for any purpose other than that presented in the item above.

6. OF THE USES

The ABC System and its manuals will be available under a CC BY-NC-ND license (<https://creativecommons.org/licenses/by-nc-nd/4.0/>) under the following terms:

- a) Attribution — You must give appropriate credit, provide a link to the license, and indicate if changes were made. You may do so in any reasonable manner, but not in any way that suggests the licensor endorses you or your use.
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Adaptations will only be considered and authorized upon requests for permission made to and granted by the partners

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All use not specified in this Term must be previously and expressly authorized by the partnership between COC/Fiocruz, ICCROM and CCI.

No rights are granted to the interested party, other than those set out in this document.

COC/Fiocruz, ICCROM and CCI are not responsible for changes made by third parties to the ABC System.

7. OF THE WARRANTIES AND RESPONSIBILITIES

The ABC System is available “as is” and its use will occur under risk and responsibility of the interested party.

The partnership between COC/Fiocruz, ICCROM and CCI does not offer any guarantees and/or conditions on any of the components of this system or on the provision or not of support services to the user.

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The partnership between COC/Fiocruz, ICCROM and CCI does not guarantee, state or assure that the use of the system will be uninterrupted or error free, nor does it guarantee that it will be free from loss, interruption, attack, virus, interference, hacking or other security invasion and disclaims any liability in connection with these matters, or for third-party uses not anticipated in this document.

The partnership between COC/Fiocruz, ICCROM and CCI is exempt from any direct or indirect responsibility for the utilization of any contents of the ABC System by the user, given that the access and utilization by the user are optional.

The user, upon acceptance of the terms and conditions presented in this document, **assumes all responsibility for the use of the system.**

8. CREDITS

The ABC System should be cited as follows:

COC/FIOCRUZ; ICCROM; CCI. **ABC risk management system for cultural heritage.** Version 1.3.3. [Rio de Janeiro]: COC/Fiocruz; ICCROM; CCI, 2022.

9. GENERAL PROVISIONS

The user **assumes the legal commitment** to exempt the partnership between COC/Fiocruz, ICCROM and CCI from all responsibilities and demands arising from possible misuse or unauthorized utilization of the contents made available through the ABC System that may be done by the user or third parties.

If any provision of this term is held to be invalid or impracticable, this provision will be rendered unusable without affecting the legitimacy and validity of the remaining provisions.

The use of the ABC System, or any of the contents made available through it, constitutes the absolute agreement on the part of the user with the terms and conditions presented in this document.