

Terms and conditions for the use of images

1. Scope

Collection and Archive, University of Applied Arts Vienna (Kunstsammlung und Archiv, Universität für angewandte Kunst Wien), hereinafter referred to as "Collection and Archive", provides all services in connection with the provision of image material relating to the archive and collection holdings in its custody exclusively in accordance with the following Terms and Conditions, hereinafter referred to as "AGB" (Allgemeine Geschäftsbedingungen für die Nutzung von Bildmaterial). Any deviating terms and conditions from these require the explicit written agreement of Collection and Archive.

2. Rights

The right of Collection and Archive to grant permission to use arises from its ownership rights or exploitation rights.

The images subject to these terms and conditions may depict works as defined in §1ff. UrhG (Copyright Act). These works may be subject to copyright. Its multiplication (printing, reproduction, projection, copy, electronic storage, etc.), editing or any other kind of dissemination and publication is subject to permission from the copyright owner in each individual case.

3. Conditions of use

- 3.1.** The user requesting image material must state the type and scope of use, the medium and the circulation in full and in detail on the "Image request form" and send this signed form to Collection and Archive. The image material will only be made available after the "Image request form" has been received and checked. Collection and Archive reserves the right to reject requests.
- 3.2.** The image material shall be loaned to the user on a one-off basis and exclusively for the purpose stated in the request form. It must be deleted without request after the agreed use. Transfer to third parties is not permitted. The user shall receive neither ownership rights nor copyrights, rights of use or ancillary copyrights to the image material.
- 3.3.** Image material from collection and archive may not be reproduced, copied, digitized, duplicated, archived, stored, modified or used in any other way without permission. This also applies if the image material is obtained via third parties (e.g. publishers, authors, etc.) or from other sources (e.g. exhibition cooperation).
- 3.4.** For the provision of a digital image file, Collection and Archive charges a fee to cover the costs of provision. The invoice sent by Collection and Archive must be paid in full and in accordance with the terms of payment stated. The fees to be paid can be found in the separate document "Fees for Reproductions". This list can be viewed both on the premises and at *kunstsammlungundarchiv.at*. If an intended use does not take place, there is no entitlement to a refund of the fee paid.
- 3.5.** Any further use, in particular reprints, new editions, joint book and licensed editions, repeated broadcasts, reviews and accompanying advertising, require a new request.

3.6. If the copyrights, exploitation rights, rights of use, ancillary copyrights are not held by Collection and Archive, the rights holders must be identified and contacted independently by the applicant.

4. Copyright credit information / complimentary copy

In the case of published image material, the correct credits must be placed in a suitable, clearly visible and clearly identifiable position.

Collection and Archive, University of Applied Arts Vienna, [Inv. No./Sign...]

– Resp. –

Oskar Kokoschka Centre, University of Applied Arts Vienna, [Inv. No./Sign...]

(Further information or deviating creditlines will be provided with the transmission of the requested image files).

Irrespective of this, an extended rights notice or provenance notice must be attached, if necessary, in accordance with the agreement between the user and the owner of the copyright or rights of use. In addition, in the case of photographs within the meaning of Section 73 (1) UrhG, the producer (e.g. photographer) must be named in accordance with Section 74 (3) UrhG.

Immediately upon publication, one complimentary copy of the product shall be transmitted to Collection and Archive free of charge and without request as proof of use in accordance with the agreement.

5. Sanctions

In the event of an infringement of the obligation to include copyright credit information in accordance with section 4., the user engages to pay an administrative fine in the amount of 30 % of the contractual fee.

In the event of an infringement of the agreed use in accordance with section 3.5., the user engages, in addition to the fee payable in accordance with section 3.4., to pay a fine in the amount of 30 % of the contractual fee.

6. Severability

Should any individual provision in the above terms and conditions be invalid, this shall not affect the validity of the other provisions.

7. Final clause

The user expressly engages to indemnify and keep harmless the Republic of Austria and the University of Applied Arts Vienna from any and all claims arising from disputes in connection with copyright infringements committed by the user, and to reimburse any costs incurred as a result of such infringement.

This agreement is subject to Austrian law. Jurisdiction for any and all disputes arising from this agreement or in connection with this agreement shall lie with the competent court at the domicile of the University of Applied Arts Vienna.