

## Terms and conditions for the use of images

### 1. Scope

The University of Applied Arts Vienna, Collection and Archive (*Universität für angewandte Kunst Wien, Kunstsammlung und Archiv*) shall provide any services and grant permissions of use in connection with images in its custody exclusively in accordance with the below terms and conditions (*Allgemeinen Geschäftsbedingungen - AGB*).

Any deviating conditions requested by the user shall require explicit permission in writing from the University of Applied Arts Vienna, Collection and Archive.

### 2. Rights

The right of the University of Applied Arts Vienna, Collection and Archive to grant permission to use an image arises from its ownership or exploitation rights.

The images subject to these terms and conditions may depict works as defined in Section 1ff. UrhG (Copyright Act). These works may be subject to copyright. Notwithstanding permission granted by the University of Applied Arts Vienna, Collection and Archive to use a work, its multiplication (printing, reproduction, projection, copy, electronic storage, etc.), processing or any other kind of dissemination and publication is subject to permission from the copyright owner.

### 3. Permission to use images

- 3.1. The user applying for permission to use an image shall provide detailed information about the kind and scope of the use, the targeted medium and the circulation on the application form. Permissions shall be granted exclusively on the basis of a user contract concluded between the University of Applied Arts Vienna, Collection and Archive and the user, in which the image(s) and the type of permitted use shall be described in detail.
- 3.2. Image material is only given to the user temporarily. It remains property of the University of Applied Arts Vienna, Collection and Archive and has to be returned at the expense and risk of the user without request and within the agreed time period. Digital image material has to be deleted after the agreed usage. Being granted permission to utilise a work does not confer to the user any ownership rights, copyrights, ancillary copyright nor exploitation right in the image.
- 3.3. Image material of the University of Applied Arts Vienna, Collection and Archive may not be reproduced, copied, digitised, duplicated, archived, stored nor used in any other way without permission. This applies to image material that has been obtained by third parties (e.g.: publishers, authors, etc.) or other sources (e.g.: exhibition cooperations).
- 3.4. Permission shall be granted exclusively against payment. The fees payable are provided in the separate document “list of current fees” (*Liste der aktuellen Kostenbeiträge*). This list is available for inspection on the premises of the University of Applied Arts Vienna, Collection and Archive and on its homepage. Permission shall be considered granted upon receipt of the fee payable. Failure to use the material does not constitute a claim for reimbursement of the paid fee.
- 3.5. Any utilisation is exclusively admissible within the context of the permission granted. This permission is not transferable to third parties. It is non-recurring and valid only for the agreed purpose.

- 3.6. Any use beyond the purpose specified by the user contract, particularly reprints, reissues, book-club and licensing editions, repeat broadcasts, reviews and attendant advertisement shall require a new user contract.
- 3.7. If the exploitation and/or ancillary copyrights are not owned by the University of Applied Arts Vienna, Collection and Archive the desired image will only be transferred to the user upon receiving proof that the copyright owner has granted permission to use the work.

#### **4. Copyright credit information / voucher copy**

It is a precondition for granting a user contract that the following copyright credit information shall be included in an appropriate, clearly visible and clearly related spot: University of Applied Arts Vienna, Collection and Archive (*Universität für angewandte Kunst Wien, Kunstsammlung und Archiv*)

Independent of the above copyright credit information shall be included in accordance with the agreement between the user and the owner of the copyright.

For photographs, the producer (e.g. photographer) shall be specified in accordance with §73 (1) and §74 (3) UrhG (copyright law).

Immediately upon publication, one copy of the product/result of the use of image shall be given to the University of Applied Arts Vienna, Collection and Archive free of charge as proof of utilisation according to established purpose.

#### **5. Sanctions**

In the event of an infringement of the obligation to include copyright credit information in accordance with item 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 item 3.6., the user engages, in addition to the fee payable in accordance with item 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, Collection and Archive.