

AKADEMIE DER KÜNSTE

Körperschaft des öffentlichen Rechts

Pariser Platz 4
10117 Berlin

Luisenstraße 60
10117 Berlin

Robert-Koch-Platz 10
10115 Berlin

Chausseestraße 125
10115 Berlin

Archives Department

Contact

Phone No.

PHOTO/SCAN ORDER FORM

Invoice No. AF

Billing Address:

Delivery Address:

Name:

Institution:

Address:

Email:

VAT No.:

I request digital copies of the following items:

POS.	CALL NUMBER	DESCRIPTION	NO. OF PAGES
1			
2			
3			

Purpose of use/Publication:

Service level:

Basic (JPG)

High-End (TIFF)

Date of approval/Signature:

Date/Customer's signature

Date of invoice/Producer's signature:

Basic fee: €

Production fee: €

Digital delivery: €

Publication fee: €

+ 7% VAT: €

Total: €

Payable within 30 days · Please indicate Invoice No. and the keyword "Archiv" on the bank transfer ·

Deutsche Bank · IBAN DE 97 100 708 480 5127063 13 · SWIFT (BIC): DEUT DE DB110 ·

The client is responsible for all charges connected with the money transfer · Tax no. 29/668/00267 · VAT-Identity No.: DE220436340 · When using PayPal, please use the following email address for recipient: buchhaltung@adk.de

GENERAL TERMS OF CONTRACT FOR THE HANDLING OF VISUAL MATERIALS

General

The Akademie der Künste provides visual material under the following terms. These can only be refused if the visual material is returned immediately upon receipt, with the confirmation that it has not been and will not be used. Delivery and the allocation of User-rights are subject to sale and non-exclusive. Originals cannot be borrowed.

Delivery of Visual Material

Visual material is uniquely for hire. It remains property of the Akademie der Künste and must be returned within the agreed duration of loan; digital material must be deleted at the end of the duration. The deletion must be confirmed to the Akademie. The loan duration is limited to 12 weeks, but may be extended. Photos, for which the Akademie der Künste does not have the User-rights necessary for a loan, can only be handed out on submission of permission in writing provided by the User and delivered by the copyright owner.

Visual material is provided uniquely for the purpose stated. Each use must have a specific prior authorisation delivered by the Akademie der Künste. The User engages him/herself to provide complete information concerning the use (number of copies/edition, format of illustration etc.), at the latest prior to technical exploitation.

Unless explicitly authorised by the Akademie der Künste, visual material provided may not be cut or otherwise altered; it may not be reproduced, copied, duplicated, digitalised, archived, electronically saved, or used in any other way. This also applies when the User has obtained the visual material through a third party (publishing house etc.), thereby entering the contract between the third party and the Akademie. In the case that copies have been produced against this regulation, these must be destroyed or deleted or delivered to the Akademie without expense. For the rest, this material underlies the same General Terms of Contract and any passing on to third party is strictly forbidden.

Prices and Fees

For each photograph, an order-fee will be charged depending on the type and extent of use. In the case that no print or electronic version of the required image exist, the production costs will be charged to the User. Should digitalisation of the original not be possible for conservation reasons, the User will be charged with the expense of the production of a photograph. Should the duration of loan exceed the limit, the Akademie der Künste charges an overdue fee. Delivery is invoiced to the User. In general, the procedure takes two weeks; urgent requests are subject to surcharge. The costs for production, delivery, and any surcharge are due, even if the User returns the material unused.

User-rights

In the case of publication, photos for which the Akademie der Künste owns the rights will cost a User-fee in addition to, and of the same value of the order-fee. The right for single use in time, content, and space will be transferred. The actual scope of the transfer of rights will be specified in detail in each individual case. Every further use of the material is subject to a supplementary fee and necessitates prior permission of the Akademie der Künste.

Acknowledgements

The User agrees to credit any publication of visual material from the Akademie der Künste with the following: Akademie der Künste, Berlin, name of collection, system no., name of photographer. Should the credit be incomplete or left out, the User-fee increases by 100%. A specimen copy of each publication must be sent automatically and free of charge to the Akademie der Künste.

Rights

Each use is subject to the conditions of German copyright laws. Prior to the publication of visual material, the User commits him/herself to obtain the rights from the copyright holders. If ineffective or incomplete permission lead to third party claims, the User releases the Akademie der Künste from any liability as a term of contract.

Liability

The User is liable for the appropriate use as stated in contract and unharmed return of the visual material. Should this obligation not be held, damage occurred to the Akademie der Künste will be claimed from the User. Payment of damage-compensation by the User does not entitle him/her to property claim or any other rights concerning the visual material.

Conditions of Payment, Place of Jurisdiction

The current pricelist of the Akademie der Künste is effective. Payment is to be made within 30 days from receipt of invoice. The User is responsible for all eventual charges connected with the transfer. Place of jurisdiction is Berlin. Overseas delivery is also subject to the laws of the Federal Republic of Germany.

Berlin, October 2005

(Former terms of contract are no longer effective)