



**Agreement on the Use
of Digitised Material from the
Lautarchiv of the Humboldt-Universität zu Berlin**

between

Humboldt-Universität zu Berlin, Unter den Linden 6, 10099 Berlin,
represented by
the Head of Collection at the **Lautarchiv**
at **Hermann von Helmholtz-Zentrum für Kulturtechnik**

– hereinafter referred to as the *Transferor* –

and

Institution/private individual:
Address:
e-mail:
represented by:

– hereinafter referred to as the *User* –

§ 1 Subject Matter of the Agreement

- (1) The transferor preserves and manages digital copies of audio recordings, written documents and written works as well as photographs and photographic works at the Lautarchiv.
- (2) The transferor shall ensure that the rights of third parties are not infringed upon through the transfer of digital copies.
- (3) The transferor shall provide the user with digital copies of

- audio recordings
- written documents/written works
- photographs/photographic works

§ 2 Digital Copies Provided

Audio recordings:

Written documents/written works:

Photographs/photographic works

§ 3 Legal Concession

The transferor shall grant the user the right, free of charge, to use the digital copies listed in detail under Section § 2 exclusively for the following purpose:

- Scientific research/scientific inquiry
- Private research
- Presentation in scientific teaching
Title of lecture:
Location of lecture:
Date of lecture:
- Exhibition
Title of exhibition:
Organiser:
Place of exhibition:
Duration of exhibition:
Duration of loan:
- Reproduction in a radio broadcast.
Title of broadcast:
Broadcasting station:
Broadcast date:

- Supplement on a digital storage medium for a publication
Title of publication:
Place of publication/name of publisher:
- e-publication
Title of publication:
Name of publisher:
- Illustration in a publication
Title of publication:
Place of publication/name of publisher:
- Reproduction in a cinematographic work
Title of film:
Name of production company:
- Quotation in an independent musical work
Title of musical work:
- Other:
Duration:

§ 4 Purpose of Use, Scope of Use

The user shall agree to use the digitised material only for the contractually arranged purpose and scope. If there is any uncertainty with regard to the purpose and scope of use, then the user shall be responsible for contacting the Lautarchiv. The user shall be prohibited from passing on or forwarding the digital copies or any copies thereof to third parties beyond the agreed purpose of use. In the event of e-publication the user shall guarantee to the publishing company that the digital copies are published in a copy-protected manner. The same shall apply to publication of digital copies as a supplement on a storage medium for a written publication.

§ 5 Term of the Agreement

The term of the Agreement shall be bound to the stated purpose and scope of use. Outside the specified purpose or scope of use, the digital copies provided or any copies shall be immediately deleted.

§ 6 Obligation to Cite and Contextualise

- (1) The respective shelf mark of the digitised collection item shall be indicated in the event of publication. *Lautarchiv, Humboldt-Universität zu Berlin* shall be named as the source.
- (2) The recordings shall always be contextualised by explaining the recording situation, giving the names of the speakers or authors, summarising the spoken content and, if possible, providing translations/transcriptions of the recordings.

§ 7 Specimen Copies

The transferor shall receive one complimentary copy of each publication that appears.

§ Right of Termination

Humboldt-Universität zu Berlin shall reserve the right to terminate this Agreement without notice in the event of violation of the obligations arranged in this Agreement or in the event of other use of the material taken over that has not been expressly agreed. This does not require written form and may be declared by e-mail. The digital copies provided or any other copies must be deleted immediately upon receipt of such termination by the user.

§ 9 Modifications, Place of Jurisdiction

- (1) Any modifications or amendments to the Agreement shall be made in writing.
- (2) Should any provision of this Agreement be or become invalid as a result of changes in the law, then that provision which comes closest to the economic intention shall apply. The validity of the remainder of the Agreement shall in no case be affected thereby.
- (3) The law of the Federal Republic of Germany shall apply.
- (4) The place of jurisdiction is Berlin.

§ 10 Privacy Statement

The user agrees to data processing in accordance with the information provided, including the privacy policy (see Annex).

Head of Collection, Lautarchiv
Humboldt-Universität zu Berlin

User

Place, date Signature

Place, date Signature

Annex: Privacy Policy Statement

1. Responsible within the meaning of the GDPR:

Humboldt-Universität zu Berlin
Unter den Linden 6
10099 Berlin

Executing body:

Lautarchiv
Tel.: +49 (30) 2093-65820
e-mail: lautarchiv@hu-berlin.de

2. Address of the data protection officer:

Official data protection officer of Humboldt-Universität zu Berlin
Unter den Linden 6
10099 Berlin
Tel.: +49 (30) 2093-20020
e-mail: datenschutz@uv.hu-berlin.de

3. Data Processing

Humboldt-Universität zu Berlin processes personal data in accordance with data protection regulations, in particular the European General Data Protection Regulation [GDPR], the Berlin Data Protection Act [BlnDSG] and the German Federal Data Protection Act [BDSG].

3 a) Categories of Data

The following user data are processed within the scope of the contract for the transfer of use and enjoyment (contract initiation, conclusion of contract, contractual performance): Name, address data, e-mail

3 b) Legal Basis

The legal basis for data processing is provided by Article 6 Paragraph 1 lit. b of the General Data Protection Regulation [GDPR].

3 c) Processing Purposes

The data is stored within the scope of the contract for the transfer of use and enjoyment from initiation of the contract to contract execution for the purposes of processing, including contact with the user concerned. Personal data shall not be disclosed to unauthorised third parties.

3 d) Storage Period

The data will be stored for a maximum period of thirty years.

4. Rights of the Data Subject

In accordance with the European Data Protection Regulation [GDPR] you have the following rights:

If your personal data is processed, then you have the right to obtain information about the data stored about you (Article 15 GDPR). If inaccurate personal data is processed, then you have the right to rectification (Article 16 GDPR). If the statutory requirements are met, then you may request deletion or restriction of processing and object to processing (Articles 17, 18 and 21 GDPR). If you have consented to data processing or if there is a contract for data processing and the data processing is carried out with the aid of automated procedures, then you may have a right to data portability (Article 20 GDPR). You may revoke your consent to data processing at any time in the future. This has the consequence that the data processing based on this consent may no longer be continued in the future. In order to exercise your rights please contact: Collection Management Lautarchiv, e-mail: lautarchiv@hu-berlin.de.

If you make use of your aforementioned rights, then the public authority will check whether the relevant statutory requirements have been met to this end. You have the right to contact the official Data Protection Officer of Humboldt-Universität zu Berlin and raise your concern (Article 38 Paragraph 4 GDPR). Contact details of the Data Protection Officer at Humboldt-Universität zu Berlin:

Humboldt-Universität zu Berlin
Official Data Protection Officer
Unter den Linden 6
10099 Berlin
Tel.: +49 (30) 2093-20020
e-mail: datenschutz@uv.hu-berlin.de

In addition, there is the right to lodge a complaint with a Member State supervisory authority (Article 77 GDPR). The competent supervisory authority for Humboldt-Universität zu Berlin is the Berlin Commissioner for Data Protection and Freedom of Information, Friedrichstraße 219, 10969 Berlin.

5. In all other respects the general data protection declaration for the websites of Humboldt-Universität zu Berlin shall apply: <https://www.hu-berlin.de/de/hu/impressum/datenschutzerklaerung>