

Agreement on image usage

0. Purpose

The purpose of this image-usage agreement is for Bauhaus Kooperation Berlin Dessau Weimar gGmbH, c/o Stiftung Bauhaus Dessau, Gropiusallee 38, 06846 Dessau-Rosslau (hereinafter: Bauhaus Kooperation) to grant usage rights for photographs downloaded by users in the press area of the <https://www.bauhaus100.de> website, covering all types of usage known at the time of contract conclusion.

The aim is to support the activities performed by members of the Bauhaus Verbund 2019, marketing organisations, and the DZT (German National Tourist Board) in the areas of tourism advertising and PR to promote the Bauhaus centenary by providing photographs taken by photographer Tilmann Franzen.

0.1

The usage rights are granted exclusively to members of the Bauhaus Verbund 2019, marketing organisations and the DZT, and only for press and marketing purposes. This does not incur any costs. The rights must not be passed on to image agencies. They may be transferred to third parties that may require them in order to perform tasks for members of the Bauhaus Verbund 2019 and state marketing organisations for copying (printing etc.) until 31/12/2019.

0.2

The Bauhaus Kooperation agrees for the members of the Bauhaus Verbund 2019, marketing organisations, and DZT to use the image material it provides in accordance with the usage criteria defined below.

1. Subject of the image usage rights

1.1

The Bauhaus Kooperation grants the members of the Bauhaus Verbund 2019, marketing organisations, and the DZT a simple usage right for the provided image material to use the photographic copyright for the purposes defined under point 0 of this agreement.

1.2

Exempt from this is usage for political purposes or purposes conflicting with the mission of the Bauhaus centenary. This includes unconstitutional purposes. These purposes must not, under any circumstances, be associated with the Bauhaus 2019 centenary, or be interpreted as having any connection with it.

1.3

This agreement does not govern commercial use of the image material, e.g. on Internet portals or for merchandising products.

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Headquarters: Dessau-Rosslau c/o
Bauhaus Dessau Foundation
Dessau-Rosslau Tax Office
Tax no. 114/171/51607
HRB 21748
Stendal Commercial Register

This particularly applies to using the photographs for postcards, calendars, illustrated books, posters and similar products, unless these exclusively serve as advertising for tourism events.

1.4

The image material may only be transferred for the purposes of reproduction. If this rule is breached, the user shall be obliged to provide the Bauhaus Kooperation with detailed information on the type and scope of the illegal usage.

1.5

The Bauhaus Kooperation is not obliged to approve commercial usage. The image user must advise their intention to use the images commercially beforehand, and the Bauhaus Kooperation must approve this, which requires a separate written regulation.

1.6

The Bauhaus Kooperation reserves the right to take legal action if the photographs are misused.

2. Type of image usage

2.1

The image user commits to only using the image material for the purposes stated under point 0.1. Exceptions to this rule require approval from the Bauhaus Kooperation.

2.2

Distortion, forgery or other changes to the image material through photomechanical or digital means are generally prohibited. Size changes are one exception.

2.3

Insofar as the photographs are not labelled as freely usable in **Appendix 1**, the image rights must be clarified with the VG Bild-Kunst (Weberstrasse 61, in 53113 Bonn) or with the holders of the copyrights to the works figuring in the photographs.

3. Guarantee

The Bauhaus Kooperation cannot be held liable for ensuring the image usage does not conflict with third-party rights. It does, however, assure that it is not currently aware of any conflicting third-party rights.

4. Liability

The Bauhaus Kooperation shall not be liable for any damage compensation claims resulting from usage of the provided image material.

If a third party raises a claim for injunction and/or damage compensation against the image user as a result of the photo usage, the image user will be obliged to immediately inform the Bauhaus Kooperation of this.

5. Copyright notice

When using the image material, the creator Tillmann Franzen must be credited under the image or in another visible place, such as in the following example:

Bauhaus Archive / Museum of Design Berlin



8627
Bauhaus Archive / Museum of Design
Berlin
(1976–79), architects: Walter Gropius,
Alex
Cvijanovic, Hans Bandel
Photo: © Tillmann Franzen, tillmann-
franzen.com
© VG Bild-Kunst, Bonn 2018

If the objects figuring in the image material are copyrighted, their creators must be similarly credited.

6. Contract term and termination

6.1 The contract shall take effect once signed, and shall end on 31/12/2019. It may be terminated by either party at the end of a quarter with 6 weeks' notice.

6.2 Both parties are also entitled to terminate the contract without notice for just cause. Just cause particularly exists if one of the parties culpably breaches their contractual obligations, and does not remedy the breach despite being warned and set an appropriate period to do so. No prior warning is required if it is futile or not feasible for the party entitled to terminate the contract.

6.3 The termination and deadline note as per the paragraph above must each be made in writing.

7. Period of permitted use

The end of the contract shall mark the end of the image user's rights to use the photo material. If the contract ends before 30/6/2019, a 6-month period of permitted use starting from this date shall apply for orders already demonstrably placed and contractual products already demonstrably made and labelled at the time the notice of contract termination is delivered.

8. Final provisions

8.1 Dessau is agreed as being the place of performance resulting from or in relation to this contract.

8.2

The contract is governed by German law. All changes and amendments to this contract must be made in writing in order to be deemed valid. This also applies to changes to this written-form clause.

8.3

Should one of the provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions. The parties shall replace the invalid provision with a valid one coming as close as possible to their original economic intentions.

....., on

....., on

Christian Bodach
Office manager
(acting as authorised proxy)

Signature

Appendix 1 =List of image credits, photographer: Tillmann Franzen