

Contract no.: 20\_\_\_/\_\_\_

## CONTRACT

1. The "Naturhistorisches Museum" (NHM) grants reproduction rights
2. to Mr./Ms./company:  
address (= invoice address):
  
3. for:
4. language version (s):
5. number of copies:
6. photo(s) / image (s):
  
7. Image material of NHM may not be reproduced, copied, duplicated, archived, stored, changed, or used in any other manner whatsoever without the prior express permission of NHM.
8. Use of the image(s) is permitted solely for the purpose stated under 3. and subject to the fees of NHM. Any further use shall be subject to a separate agreement.
9. The requested material shall be delivered after receipt of payment.
10. Two specimen copies shall be sent to NHM free of charge.
11. In the image legend / credits, NHM shall be named as follows: **Naturhistorisches Museum, Wien**. If the user fails to meet this obligation, the fees shall be increased by 50 %.
12. If any material becomes damaged or is lost, the user shall compensate NHM for the cost of replacement.
13. The reproduction fee for the aforesaid image(s) shall amount to: €\_\_\_\_\_ (excl. VAT.)
14. Plus additional personnel costs of € \_\_\_\_\_ (excl. VAT)
15. Payment of the provision charge shall not relieve the ordering party of his obligation to obtain publication rights for protected artwork (copyright law in the currently valid version) directly from the originator or his/her successor in title and, where applicable, to compensate her/him for such. The ordering party shall be liable for any improper use.

16. The ordering party shall also be liable for maintaining this agreement in the event that he passes the reproductions on to other users. The ordering party shall indemnify and hold NHM harmless against any claims arising from use of the ordered reproductions which may be made against NHM for breach of copyright (including protection of letters and images), or breach of any other rights or claims.
17. The ordering party has been advised and acknowledges the fact that images from bound archived matter and images in the vicinity of the gutter when the item is opened out are often difficult to reproduce.

Vienna, (date) \_\_\_\_\_

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Naturhistorisches Museum Wien

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Contract partner

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