



Aarhus University
Nordre Ringgade 1
8000 Aarhus C
(hereinafter referred to as the University)

and

Copydan BilledKunst, Bryggervangen 8, 2100 København 0 (hereinafter referred to as BilledKunst)

have today signed the following

Agreement on the use of images at Aarhus University

Background:

1. This agreement between the University and Billedkunst grants the University permission to use isolated digital images and analogue (printed) isolated images for educational purposes at the University.
2. Billedkunst is, under the Danish Copyright Act § 24 a and § 50, approved by the Danish Ministry of Culture as the common organisation for all image authors (visual artists, cartoonists, illustrators, photographers, etc.) for the purposes of licencing reproductions of published works of work. Works of art here refers to images, drawings, illustrations, photographs, etc. (named in this agreement as images) used for general informational and educational purposes.

1. The scope of the agreement

1.1. Covered image types and production method

The agreement is in effect as an extended collective licence under the Danish Copyright Act § 24 a, and includes the use of published isolated printed and digital pictures (c.f section 1.2 and 1.3) from both Danish and foreign artists.

The use of pictures can, respectively, be divided into:

- a) pictures that do not appear with any text, or pictures that are reproduced without including the text that was originally included with the image (isolated images) and
- b) images that appear together with text.

1.2. Digital images

Concerning 1.1 a), the University will with this agreement be entitled to use isolated digital images for internal educational purposes. With the agreement, the University can, for example, use images downloaded from the internet, make digital copies of the images, transfer the images to other media (including overhead, slides, internal digital networks, cd-rom and other digital media used during teaching) and let the images become part of the material produced by instructors or students, such as assignments, compendiums and project work.

1.3. Printed (analogue) images

Concerning 1.1 a), the University will with this agreement be entitled to use isolated printed (analogue) images for internal educational purposes. The University can therefore, for example, make copies of isolated images for educational purposes from books, articles, postcards, etc. and make slides/overhead presentations of printed isolated images or transfer them to the above-mentioned digital media.

"Internal educational purposes" here in this agreement refers to the regular educational relationship between educators and students which takes place within the University framework as part of a regular study programme. In cases where a student writes assignments for or is in a traineeship (or similar) situation with a third party, for example, a public or private company, this is considered as being for "internal educational purposes" when the situation is an integrated part of the student's coursework at the University and is generally being supervised and guided by the educator.

1.4 Images that appear together with text

Concerning 1.1 b) images that appear together with text, this area of agreement is covered by Copydan Tekst & Node and is therefore unaffected by this agreement.

2. Special conditions and restrictions

2.1. The University's obligations

The University must notify educators and students about the contents of the agreement, for example, by putting it up on the university's intranet, including:

It is assumed that the copy that is being used is a legally published one.

The artist's name must be clearly indicated in connection with the reproduction of the work, c.f the Danish Copyright Act § 3. The images may not be altered more extensively than the allowed use requires, nor reproduced in a manner or in a context that is offensive to the artist.

The University must ensure that the images reproduced under this agreement are only used in connection with the University's educational purposes and that only educators and students affiliated with the University can have access to the images. Internal digital networks in which images are stored must have proper restricted access, for example, by using a password. This means that images on, for example, the University's website are not covered by this agreement.

2.2. Applications outside the scope of this agreement

All Danish and foreign artists are covered by this agreement - however, a few artists have, based on the extended licence agreement provisions, prohibited their works from being reproduced or copied. Using the works of these artists is therefore not included in the scope of this agreement, but require a special agreement with the copyright holder. An updated list of the artists who have restricted their work is available at BilledKunst's website at www.billedkunst.dk/hnf.

2.3. Agreements limiting the use of images

Using images under this agreement must respect any potential restrictions on use through other agreements that the University has entered into or will in the future enter into with the copyright holders. This can, for example, relate to subscription agreements, databases, etc. that might contain special restrictions on the University's usage of their material.

3. Indemnity

Billedkunst is obligated to indemnify the University for any legitimate claim that might be made by Danish or foreign copyright holders of images on the basis of reproductions that the University has made under this agreement, provided the reproduction was made in accordance with the terms hereof.

4. Exceptions

Using images that are covered by the exemption provisions of the Danish Copyright Act Chapter 2 are outside the scope of this agreement. Specifically, concerning images in scientific presentations, we refer to the Danish Copyright Act § 23.1: *"Published works of art and works of a descriptive nature, c.f § 1.2, may be reproduced in critical and scientific presentations in connection to the text when*

it is in accordance with fair practice and to the extent that the purpose requires. Reproductions may not take place for commercial purposes."

5. Price

5.1. Price calculation

The remuneration for the use of isolated images is fixed at DKK 19.79 per student/FTE per year.

5.2. Payment

Payment is made for one academic year at a time. The University will notify Billedkunst on signing the agreement about the number of students/FTEs that the University has reported to the Danish Ministry of Finance for the academic year 2011/12. This number forms the basis for calculating the remuneration for that academic year. In October 2012, the University will notify Billedkunst about the number of students/FTEs that the University has reported to the Danish Ministry of Finance for the academic year 2012/13.

Billedkunst will send an invoice to the University on the basis of the reported number of students/FTEs. The first invoice, upon the signing of the agreement, will be for the academic year 2011/12. The invoice for the academic year 2012/13 will be sent in October 2012 when Billedkunst has received information on the number of students/FTEs for this academic year.

The payment deadline is 30 days from the date the invoice was sent (billing date). In cases of late payment, a penalty interest rate is applied in accordance with the Danish Interest Rate Act.

5.3. Annual adjustment

For the annual adjustment of prices on 1 January, Statistics Denmark's wage index for the private sector of the 3rd quarter of the previous year is used. The first time the price is adjusted will be on 1 October 2012.

6. Investigation

There can, by agreement between the parties, be an investigation that will further specify the scope and composition of the University's use of isolated images. The parties will come to an agreement about the specific terms of the investigation. The investigation is carried out by an impartial person. The expenses are shared equally between the parties. When the investigation is concluded, the terms of the agreement can be renegotiated.

7. Duration of the agreement

The agreement shall enter into force from 1 March 2012 and is valid for the academic years 2011/12 and 2012/13. Therefore, the agreement is in effect from (and including) 1 August 2011 and until 31 July 2013, at which time it will expire without further notice unless the parties prolong the agreement.

Upon the termination of this agreement, all rights and obligations herein cease to be in effect.