

Contract

DTA registration number

between Ms. / Mr. _____

address (incl. telephone and e-mail) _____

on the one hand and the **Deutsches Tagebucharchiv e.V. Emmendingen** (hereinafter referred to as "DTA") on the other hand or its successors.

Description of the documents submitted to the DTA

No	author	title - description of the document	DTA-number

If you yourself are not the author of the document(s), please provide information regarding your relation to the author and regarding the origin of the document(s).

Who or what prompted you to deliver the document(s) to the DTA?

Terms and Conditions of Contract

- 1) The DTA collects autobiographical and biographical documents and written material. The documents submitted and the written material will be archived and made available to the public in an appropriate way.
- 2) Ms. / Mr. _____ submits the above-mentioned documents and the written material to the DTA for archiving and for use for the intended purpose of the DTA. The submitter knows the intended use as defined by the DTA. He/she declares to have the unlimited right to use the documents and the written material submitted to the DTA and that moreover no conflicting claims exist. He/she does not know of any conditions or rights that could prevent the DTA from using the material.
- 3) The submission is effected as a legal donation or a permanent loan (copies of the loan remain in possession of the DTA). (Please tick the appropriate box).

4) The DTA is authorized to make use of the submitted documents and written material internally or externally free of charge, unless otherwise agreed upon in article 5 in writing. The DTA is furthermore authorized to use the documents submitted and the written material in a factually reasonable and adequate way, above all for expositions, readings/lectures, presentations, its own and third party presentations of any kind, adaptations, translations, performances, broadcasts, duplication, communication to either the public or the private sector for audio and audio-visual, above all on the Internet and in electronic systems such as databases or in collections of any kind. Additionally, the DTA is entitled to allow third parties access to information via WebOPAC or other online services. The DTA is also authorized to grant third parties the above-mentioned rights of use.

5) Please use the space below for additional agreements with the DTA:

The name of the author may be used in quotations, publications and readings/lectures without anonymization.
(>>Please tick if applicable).

6) The DTA commits itself to archive the documents submitted and all other written material with the usual archival care and keep them available for authorized users of the DTA according to the archives' rules and regulations in their currently valid version. The archiving and the utilisation include the observance of the agreements listed in article 5. The DTA does not have any liability if external users of the contractual materials violate the rights of the submitter or a third party.

7) The DTA is a registered non-profit organisation of public interest. Revenue deriving from the utilisation of its documents and written material will be donated to the DTA.

8) If desired the contracting partners or their duly authorized agents may have direct access to the documents submitted and the written material. They are entitled to make copies at their own expense.

9) Who is to be contacted, if the submitter cannot be reached?

10) This contract is subject to German law. General place of jurisdiction is Emmendingen.

Emmendingen/date: _____ place/date: _____

signature _____
(DTA/Board Chair)

signature _____
(Submitter)