



Regulations for the use of
the documenta archiv
documenta und Museum
Fridericianum gGmbH

Section I
General information

§ 1 Scope of application

- (1) These regulations for use apply to the documenta archiv and all its departments maintained by documenta und Museum Fridericianum gGmbH (hereinafter referred to as “documenta archiv”) and to the archival, library, and collection material stored there.
- (2) The provisions made for the use of archival, library, and collection materials shall apply accordingly to the use of finding aids, databases, other aids, and reproductions. Reproduktionen.
- (3) In the use of archival, library, and collection materials which have been handed over to the archive by third parties (estates, photographic collections, etc.), agreements with the owners or the persons handing over the materials and specifications made by them take precedence over the provisions of these regulations for use. In such cases, the documenta archiv will inform the authorized user of any regulations that deviate from these regulations.

Section II
Use

§ 2 Beneficiaries

The archival, library, and collection material is available for use by authorities, courts, and other public bodies as well as natural and legal persons in accordance with the Hessian Archive Act and these regulations for use.

§ 3 Purpose of use

The archival, library, and collection material can be viewed and evaluated as long as a legitimate interest in its use is demonstrated. A legitimate interest is given in particular if the use is for personal, official, scientific, educational, journalistic, or commercial purposes.

§ 4 Request for use

- (1) A written application for use must be submitted to the documenta archiv.
- (2) The application for use shall state the last name, first name, and address of the user, if applicable the name and address of the contracting entity/entities, as well as the exact intended use, the predominant purpose of use, and the type of evaluation. If the user is a minor, they have to inform us.
- (3) A separate application for use must be submitted for each intended use.
- (4) The user is obliged to comply with the usage regulations. The documenta archiv may require the user to submit a written declaration that they will respect existing third-party rights when using the archival, library, and collection material, in particular copyrights and personal



rights, and that in the event of non-compliance they will indemnify the documenta archiv against third-party claims.

- (5) The user must identify themselves upon request.
- (6) In the case of written or oral requests, a written request for use may be waived.

§ 5 Permission of use

- (1) Permission to use the archive is granted by the documenta archiv management. It is only valid for the use of the archive and for the purpose stated in the application.
- (2) Permission of use shall be denied if and to the extent that
 - a. there is reason to believe that the interests of the Federal Republic of Germany or one of its federal states would be endangered,
 - b. there is reason to believe that the use conflicts with protection of legitimate interests of the persons affected or third parties,
 - c. reasons of secrecy require it,
 - d. the state of preservation of the archival, library, and collection material would be endangered.
- (3) Permission to use the system may be refused or subject to conditions, in whole or in part, if
 - a. the purpose of the use can be achieved by other means, in particular by consulting printed works or reproductions, and use of the original is not absolutely necessary for scientific or legal reasons

- b. the archive, libraries, and collections are required for official purposes, within the scope of cataloging work or because of simultaneous other use,
- c. the user does not guarantee compliance with the usage regulations,
- d. the use of the system would result in an unjustifiable administrative burden.

- (4) If the use of blocked documents is requested, the user must provide the consent of the person(s) concerned or demonstrate that the use is intended to benefit the person concerned. The documenta archiv's dutiful discretion shall be applied to assess the existence of an advantage.
- (5) Use may also be restricted to parts of the archival, library, and collection material, to anonymous reproductions or to the provision of information. Conditions that may be considered are, in particular, the obligation to make names anonymous in the event of publication and to observe the interests of affected persons or third parties worthy of protection, as well as the prohibition to pass on copies to third parties.
- (6) Archival material is excluded from use as long as it is subject to a legal protection period (see § 13 of the Hessian Archive Law), or a retention period, and the period has not been shortened.
- (7) The authorization of use may be revoked, in particular, if untruthful statements have been made in the application for use, if statements are no longer correct, or if the regulations for use are not observed. Furthermore, the permission of use may be subject to subsequent conditions.
- (8) Should the user seriously or repeatedly violate these regulations, or should the documenta archiv otherwise be unable to continue its



relationship with the user due to special circumstances, the documenta archiv management may temporarily or permanently exclude the user from using the documenta archiv.

§ 6 Use in the archive

- (1) Use of the material is by way of inspection of finding aids, archival, library, and collection materials and reproductions in the designated rooms of the documenta archiv. It may also be carried out by replying to written enquiries or by handing in reproductions.
- (2) Oral or written information may be limited to references to relevant archival, library, and collection material.
- (3) The archival, library, and collection material, reproductions, finding aids, and other aids shall be treated with the greatest care. These as well as the facilities and buildings may not be damaged or soiled. A change in the state of order, the removal of components, and the attachment or removal of endorsements is prohibited.
- (4) The unauthorized removal of archival, library, and collection material from the rooms intended for use is prohibited. The documenta archiv staff is authorized to carry out checks.
- (5) The documenta archiv may limit the extent of the archival, library, and collection material to be submitted at the same time, and may limit the time they are kept available for use.
- (6) In order to protect the archival, library, and collection materials, smoking, eating, and drinking in the user room is strictly prohibited, as is telephoning, using ballpoint pens, permanent pens, ink pens, or the like. Bags, folders, coats, and the like may not be taken into the user room. With the exception of

guide dogs and guide dogs, it is not permitted to bring animals into the user room.

- (7) The use of dictation machines, computers, and illuminated reading magnifiers is permitted if it neither endangers archival, library, and collection materials nor disrupts the orderly flow of use. The use of other technical equipment requires special permission. Such permission can only be granted if there are no conflicting conservation or legal concerns.
- (8) The user must behave in such a way that nobody is impaired in their justified claims, others are not hindered or endangered, and the archival operation is not disturbed.

§ 7 Reproductions

- (1) The production, publication, and use of analog or digital reproductions of the archival and collection materials can only be carried out in accordance with the provisions of this § 7 as well as an authorization of use granted in accordance with § 5 of the regulations for use. A separate written request must be made for each publication.
- (2) The selection of the archival materials to be reproduced must always be made by the user(s) themselves in the archive.
- (3) Publication, dissemination, copying, or public disclosure of reproductions is only permitted with the prior consent of the documenta archiv and only for the stated purpose.
- (4) Whenever reproductions are published, the documenta archiv and the archive signature used there must be indicated.
- (5) The documenta archiv alone decides on the appropriate reproduction procedures.



Photographic films and other reproductions, with the exception of image carriers intended for immediate delivery, remain in the documenta archiv.

- (6) Reproductions will be produced by the documenta archiv or by a body commissioned by the documenta archiv. Reproductions from the library material may be produced by the user themselves after consultation with documenta archiv staff.
- (7) The production and delivery of digital reproductions (purchase of digital copies) by the documenta archiv is subject to the General Terms and Conditions for Digital Copies (<https://www.documenta-archiv.de/en/archiv/46/help-with-your-research>).

The purchase of digital copies is only for non-commercial purposes and is not accompanied by the granting of rights of use or the declaration of consent under copyright law or any other intellectual property right. For certain parts of its holdings, the documenta archiv itself possesses the rights of use and consent of the holders of intellectual property rights. Against this background, the documenta archiv can check ("legal research") whether it can obtain rights to a particular digital copy in individual cases ("licensing"). Each license is subject to a special written agreement with documenta and the orderer in accordance with the General Terms and Conditions for Digital Copies. Digitalisaten.

§ 8 Lending of archival, library, and collection materials

- (1) There is no entitlement to borrow archival, library, or collection materials for use outside the documenta archiv. This may be done in justified exceptional cases, especially if the archival, library, and collection material is required for exhibition purposes. Loans may

be made subject to conditions.

- (2) Archival, library, and collection materials may only be loaned if it is ensured and proven that they are effectively protected against loss and damage and adequately insured and that the purpose cannot be achieved by reproductions or replicas.
- (3) Loans also require the conclusion of a loan contract on the basis of the General Conditions for Loans from the documenta archiv (<https://www.documenta-archiv.de/en/archiv/46/help-with-your-research>).

§ 9 Voucher copy

- (1) A copy of any work (publication or manuscript) that has been produced to a considerable extent using archive and collection material from the documenta archiv must be provided to the documenta archiv free of charge and without being asked when the work is published.
- (2) The same applies to the publication of reproductions.
- (3) Provision may be waived in exceptional cases.

§ 10 Liability

- (1) The user is liable for any damage caused by them, in particular in the event of loss or damage to the archival, library, or collection property, in accordance with the statutory provisions.
- (2) The documenta archiv is not liable for damage or loss arising from the use of lockers.



(3) The documenta archiv endeavors to process all user requests to the best of its knowledge and belief. It is not liable for damages resulting from incorrect, incomplete, omitted, or delayed services.

(4) The documenta archiv is liable for damages arising from injury to life, limb, or health, as well as for damages resulting from a deliberate or grossly negligent breach of duty by the documenta archiv, one of its legal representatives, or one of the documenta archiv's vicarious agents. Otherwise, in the case of simple negligence, the documenta archiv is only liable for damages arising from the breach of an essential contractual obligation (i.e. an obligation whose fulfillment is essential to the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, the documenta archiv's liability is limited to compensation for foreseeable, typically occurring damage. Legal limitations (e.g., diligence exercised in own affairs and minor breach of duty) of the documenta archiv's liability remain unaffected.

Section III Costs of use

§ 11 Costs and expenses

(1) Visiting and use of the documenta archiv is free of charge; the authorized user will only be charged for costs and expenses incurred.

§ 12 Amount of expenses

(1) For the production of reproductions, costs are charged in accordance with the fees set by the documenta archiv
<https://www.documenta-archiv.de/en/>

[archiv/46/help-with-your-research.](#)

- (2) In addition to the costs referred to in paragraph 1, the following expenses shall be charged:
- Postal charges, the costs of a shipment (e.g., packaging and insurance), and long-distance telephone charges).
 - Travel expenses in accordance with the travel expense regulations of the State of Hesse and other expenses incurred in the performance of official business outside the documenta archiv
 - amounts due to other authorities or other persons for their activities.

§ 13 Due date, advances

- (1) The costs and expenses are due when the documenta archive becomes active.
- (2) The documenta archiv may demand an appropriate advance on costs and expenses, and may make its activities dependent on the payment of such advances.

§ 14 Entry into force

These regulations for use shall enter into force on May 15, 2020.

Kassel, May 1, 2020

Martin Groh
Acting Director and Science |
documenta archiv

documenta und
Museum Fridericianum gGmbH