

Aarhus University  
Nordre Ringgade 1  
DK-8000 Aarhus C  
(the 'University')

and

Copydan BilledKunst  
Bryggervangen 8  
DK-2100 Copenhagen Ø  
('BilledKunst')

have on this day entered into the following

## **Agreement on the Use of Pictures at Aarhus University**

Background:

1. This Agreement between the University and BilledKunst grants the University permission to use isolated digital pictures and isolated analogue (printed) pictures for teaching purposes at the University.
2. Pursuant to sections 24 a and 50 of the Danish Consolidated Act on Copyright (*Ophavsretsloven*), the Ministry of Culture has appointed BilledKunst as a joint organisation for all organisations of artists or makers of pictures (visual artists, designers, cartoonists, illustrators, photographers etc.) to administer the licensing of the reproduction of published works of art, i.e. works of fine art, drawings, cartoons, illustrations, photographs etc. ('Pictures' for the purpose of this Agreement), in, among other things, representations made available to the general public, including material used for teaching purposes.

## **1. Scope of Agreement**

### **1.1 Works covered and reproduction method**

The Agreement has extended collective licence effect pursuant to section 24 a of the Danish Consolidated Act on Copyright and covers the use of published isolated printed and digital pictures (see clauses 1.2 and 1.3) produced by both Danish and foreign artists.

Use of pictures can be divided into:

- a) pictures which do not appear with accompanying text, or pictures which are reproduced without including the text that originally accompanied the picture (so-called isolated pictures) and
- b) pictures which appear with accompanying text.

## **1.2. Digital pictures**

As concerns clause 1.1 a), this Agreement grants the University the right to use isolated digital pictures in connection with its internal teaching activities. Under the Agreement, the University may, for example, use pictures downloaded from the Internet, make digital copies of pictures, transfer the pictures to other media, such as overheads, slides, internal digital networks, CD-ROM and other digital media, for use in teaching activities and let the pictures form part of material produced by teaching staff and students, e.g. study assignments, compendia and project work.

## **1.3. Printed (analogue) pictures**

As concerns clause 1.1 a), this Agreement grants the University the right to use isolated printed (analogue) pictures in connection with its internal teaching activities. The University may, for example, make copies of isolated pictures from books, articles, postcards etc. for use in teaching activities and use printed isolated pictures in slides/overhead presentations or transfer the pictures to the digital media mentioned above.

In this Agreement, 'internal teaching activities' refer to the usual teaching relation between teaching staff and students which takes place within the framework of the University as part of a normal course of study. Where a student is writing assignments, doing an internship or the like with an external party, e.g. a public or private enterprise, this is deemed to constitute 'internal teaching activities' if such activities make up an integrated part of the student's degree programme at the University and are subject to general supervision and student guidance by a member of the teaching staff.

## **1.4 Pictures appearing with accompanying text**

As concerns clause 1.1 b) 'pictures which appear with accompanying text', this area is covered by Copydan Writing and is thus not affected by this Agreement.

## **2. Special conditions and limitations**

### **2.1 University's obligations**

The University must inform teaching staff and students about the contents of the Agreement, e.g. by uploading the Agreement to the University's intranet, and also:

It is assumed that the version relied upon in connection with any use of works is a lawfully published version.

The artist must be clearly identified by name in connection with the reproduction of the work, see section 3 of the Danish Consolidated Act on Copyright. The picture must not be altered more extensively than is required for the permitted use of the picture and must not be reproduced in a manner or in a context which is prejudicial to the artist.

The University must ensure that pictures reproduced in accordance with this Agreement are used only in connection with the University's teaching activities, and that only teaching staff and students associated with the University can access the pictures. Internal digital networks where pictures are stored must be properly access-protected, e.g. by passwords. This means that the use of pictures on, for example, the University's website is not covered by this Agreement.

## **2.2. Use falling outside the scope of this Agreement**

All Danish and foreign artists are covered by this Agreement; however, pursuant to the extended collective licence provision, some artists have prohibited all reproduction/copying of their works. Any use of these artists' works is therefore not covered by this Agreement, but requires that a special agreement is made with the artist or maker. An updated list of the artists concerned is available on BilledKunst's website under [www.billedkunst.dk/hnf](http://www.billedkunst.dk/hnf) (in Danish).

## **2.3. Limitations on use**

The use of pictures under this Agreement must respect any limitations on use which the University has agreed or may agree with rightholders in the future. For example, subscription agreements, databases etc. may be subject to special limitations in respect of the University's use of the material.

## **3. Indemnification**

BilledKunst undertakes to keep the University indemnified for any justified claim made by Danish or foreign holders of rights to pictures based on reproduction carried out by the University in accordance with this Agreement, provided that such reproduction has taken place in accordance with the terms and conditions set out herein.

## **4. Exemptions**

The use of pictures which are covered by the exemptions set out in Chapter 2 of the Danish Consolidated Act on Copyright falls outside the scope of this Agreement. With regard specifically to pictures in scientific presentations, reference is made to section 23(1) of the Danish Consolidated Act on Copyright : *"Works of art and works of a descriptive nature, cf. section 1(2), which have been made public may be used in critical or scientific presentations in connection with the text in accordance with proper usage and to the extent required for the purpose. Reproduction is not allowed for commercial purposes."*

## **5. Price**

### **5.1. Calculation of price**

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

### **5.2. Payment**

Payment must be made for one academic year at a time. At the time of signing this Agreement, the University must report to BilledKunst the number of students/student FTEs which the University has reported to the Danish Ministry of Finance for the 2011/12 academic year. The calculation of the fee for the academic year in question is based on this figure. In October 2012, the University must report to BilledKunst the number of students/student FTEs which the University has reported to the Danish Ministry of Finance for the 2012/13 academic year.

BilledKunst subsequently submits an invoice to the University based on the reported number of students/student FTEs. The first invoice will be submitted upon the signing of the Agreement for the 2011/12 academic year. Invoicing for the 2012/13 academic year will take place in October 2012 when BilledKunst has received information on the number of students/student FTEs for this academic year.

The deadline for payment is 30 days from the date of the invoice (invoicing date). In the event of overdue payment, interest will be charged in accordance with the Danish Interest Rate Act (*Renteloven*).

### **5.3. Annual adjustment**

The annual adjustment of the price on 1 January is based on Statistics Denmark's index of earnings in the private sector for the third quarter of the previous year. The first price adjustment will be made on 1 October 2012.

## **6. Checks**

Subject to agreement between the parties, checks can be carried out to further determine the scope and composition of the University's use of isolated pictures. The specific conditions applying to such checks are agreed by the parties. The checks are performed by an impartial person, and the expenses are divided equally between the parties. Once the checks have been completed, the terms of the Agreement can be renegotiated.

## **7. Term of Agreement**

The Agreement enters into force on 1 March 2012 and is valid for the academic years 2011/12 and 2012/13. The Agreement thus applies with effect from 1 August 2011 and until 31 July 2013, after which time the Agreement expires without further notice, unless the parties agree to extend it.

All rights and obligations under this Agreement lapse upon the expiry of the Agreement.

## **Signatures**

Aarhus,

16/05/2012

For Aarhus University  
Jørgen Jørgensen

09/05/2012

For Copydan BilledKunst  
Torben Gammelgaard