

**Announcement of the Saxon Memorial Foundation regarding the terms of use for  
archival holdings of the Saxon Memorial Foundation**

**of 14 August 2006**

**Terms of Use for Archival Holdings**

**§ 1**

**Basic provisions**

The Foundation shall make available its collected material (written documents, electronic data media and databases, analogue and digital image sources, dossiers and newspaper clippings) upon application for use by third parties in accordance with the provisions of these terms of use. No legal claim to do so exists. Restrictions or exceptions shall apply when the provisions of statutory privacy or copyright regulations, the requirements of the archives of origin or the loaning person or institution so stipulate. Use shall be regulated in a public-law contract (use agreement).

**§ 2**

**Application for use**

(1) An application for use (Appendix 1) shall be personally submitted in writing, stating in detail the subject and purpose of the examination. Where personal documents are to be used, a declaration of approval from the persons concerned - in the event of their death, the approval of the next of kin - or evidence of an overriding interest shall be submitted with the application.

(2) The responsible staff member of the respective work site of the Saxon Memorial Foundation shall decide on the application for use. The use agreement can be made subject to requirements according to § 1 clause 3; these requirements can also be communicated orally. When approves the use of the material, the Foundation shall inform the user of any contractual use restrictions agreed upon with the author or, respectively, the holder of a right of use.

(3) Upon signing the application for use, the applicants agree to respect third parties' privacy rights, copyrights and interests meriting protection when utilising information from the collected material. Users who violate this provision shall bear full legal liability for any consequences. The Saxon Memorial Foundation shall explicitly be indemnified against any liability in this regard in so far as there has been no intentional or grossly negligent breach of duty on the part of an organ or vicarious agent of the Foundation.

(4) The provisions of the use agreement (Appendix 2) listed in the appendix shall apply to the use of written materials, photographs, films or audio recordings.

**§ 3**

**Type of use**

Pursuant to § 1, collected material shall be presented for use in the original or as a copy, handed over as a copy, or information about its contents shall be provided.

**§ 4**

**Due diligence on the part of the user**

Users shall be obligated to leave the archival and collected material in the rooms assigned for their use, to maintain its intrinsic order and to refrain from damaging it, changing it or endangering its preserved condition.

**§ 5**

**Exclusion from use**

Should a user grossly violate the terms of use or additional requirements, he or she shall be excluded from any further use of the archives at all work sites of the Saxon Memorial Foundation.

**§ 6**

**Compensation for costs incurred**

(1) Use of the collected material of the Saxon Memorial Foundation shall invariably be free of charge. No fees shall be charged for providing information in response to individual queries.

(2) The user shall bear the costs incurred in creating reproductions for further use in publications, films or on web sites.

**§ 7**

**Entry into force**

The terms of use shall enter into force upon publication in the Official Gazette.

Dresden, 14 August 2006

**Chair of the Foundation Board**

**Barbara Ludwig**

Appendix 1

Saxon Memorial Foundation/work site .....

**Application for use of archival holdings**

Applicant's given name and surname: .....

Institution: .....

Profession: ..... Citizenship: .....

Identity card or passport number: .....

Applicant's address: .....

Name and address of the client if the material is not for the applicant's own use: .....

Research topic: .....

Holdings to be used: .....

Purpose of use:  
 official  scholarly  
 private  commercial

Site of planned publication (e.g. journal or series): .....

Time frame of use: .....

I agree that my data may be released to other users:  yes  no

I have noted the terms of use for archival holdings of the Saxon Memorial Foundation and agree to observe their provisions. I shall observe third parties' copyrights, privacy rights and other legitimate interests. I shall assume responsibility for culpable violation of these rights..

.....  
Town, date

.....  
Signature

---

**For internal use only**

Application for use approved:

.....  
Town, date

.....  
Signature

Information about contractual use restrictions agreed upon with the author or, respectively, the holder of a right of use:

.....  
.....  
.....

I have noted the use restrictions:

.....  
Town, date

.....  
Signature

Appendix 2

Saxon Memorial Foundation/work site.....

**Agreement**

on the use of

written materials

photographs

films

audio recordings

from the archival holdings of.....

The ..... hereby permits

Given name and surname: .....

Institution: .....

Address: .....

subject to revocation at any time, the use of:  
.....  
.....

The right of use is limited to a period of:  
.....  
.....  
.....  
.....

§ 1  
Intended purpose

.....  
.....  
.....  
.....  
.....  
.....

§ 2  
Procedure during use

The collected material may be used only for the stated purpose. Passing it on to third parties without the written approval of ..... is not permitted. Any use of the material beyond the stated purpose shall require a separate agreement with the .....

The objects may not be changed in any way.

Mr/Ms..... shall receive for the desired use reproductions of the requested documents, photographs, films or recordings. The ..... shall order the manufacture of reproductions.

§ 3  
Costs

Mr/Ms ..... shall bear the costs incurred in creating reproductions.

§ 4  
Other provisions

Mr/Ms ..... shall be obligated (please mark applicable provision),

in case of publication to submit a specimen copy, a video recording, the URL or a copy of the web site,

in case of publication as owner of the original to name the Saxon Memorial Foundation/work site..... in the publication, in the moderation, in the credits or in the imprint.

In any case..... shall possess the right of reproduction.

Mr/Ms ..... shall be obligated to observe the provisions of copyright law.

I agree to the above conditions in their entirety.

.....  
Town, date

.....  
Signature