

## **Agreement**

between

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- hereinafter referred to as "Lecturer" -

and

University of Hamburg,  
Regionales Rechenzentrum, Medienkompetenzzentrum,  
represented by its  
Deputy Director  
Dr. Heribert Felbecker,  
Schlüterstraße 70, D-20146 Hamburg

- hereinafter referred to as "MCC" -

### **Preamble**

MCC provides audio-visual recording and dissemination of lectures and other events. Any recording of an event will affect both the lecturer's copyright and Right of Publicity. The lecturer is protected by the Copyright Act if her/his lecture is considered a work of literature, science, or art. Based on the understanding that the lecture to be recorded falls in this category, the lecturer will principally be entitled to the rights of paternity (e.g. recognition of authorship, right to be named as the author) as well as to the right of exploitation of the recording. With respect to the lecturer's Right of Publicity, this applies to the right to her/his own image and right to her/his own words.

### **§ 1 Subject of the Agreement**

This Agreement regulates the rights and duties of the parties to the Agreement in the context of the recording of the lecture or event

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on \_\_\_\_\_ during the term \_\_\_\_\_.

## **§ 2 Rights of MCC**

The lecturer concedes to MCC the right to make an audiovisual recording of her/his person and lecture, including all presented transparencies or presentations, and producing storage media, and disseminating said recording in diverse distribution formats (streaming, download, audio version, etc.) on the Internet, including <http://www.lecture2go.uni-hamburg.de/> and iTunes U, thus making it available to the public. As a result of its publication on the Internet pages of the University of Hamburg, third parties will be able to search the recording and it may, as occasion arises, be indexed by external databases and search engines.

## **§ 3 Duties of the Lecturer**

The lecturer will advise her/his audience that the event is to be recorded. She/he is responsible for the event's content, i.e. she/he shall make sure that the lecture does not impinge on the rights of third parties. This includes that she/he is in possession of the right to use contributions of third parties (texts, images, charts, etc.) and correctly quotes these by giving references.

## **§ 4 Amendments**

Any changes and amendments to, or annulment of, this Agreement must be in writing to be legally binding. This applies also to any deviation from this written form requirement. No secondary oral agreements or informal understandings exist.

## **§ 5 Severability Clause**

If a provision of this Agreement is or becomes, wholly or in parts, invalid or unenforceable, or should this Agreement be found to contain gaps or omissions, that shall not affect the validity or enforceability of any other provision of this Agreement. Invalid or unenforceable provisions or omissions shall be replaced by a fair and reasonable provision which most closely approximates, as much as legally possible, the intent of the contracting parties in view of the spirit and purpose of the Agreement should they have considered the issue in question. Should the invalidity of a provision be the result of a therein stated measure of performance or date (deadline or time limit), the most approximating legally admissible date or measure shall apply.

## **§ 6 Applicable Law**

This Agreement shall be governed by German Law.

Hamburg, \_\_\_\_\_

Hamburg, \_\_\_\_\_

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\_\_\_\_\_ MCC