

Albert-Kahn, musée et jardins

GENERAL TERMS AND CONDITIONS FOR THE TECHNICAL COSTS AND TRANSFER OF RIGHTS OVER THE FILMS AND PHOTOGRAPHS OF THE ALBERT-KAHN MUSEUM

Preamble

Property of the French *Département* of Hauts-de-Seine, the Albert-Kahn museum in Boulogne – Billancourt is entirely dedicated to the work of the banker and philanthropist, Albert Kahn.

Albert Kahn most notably organised and financed photographic and cinematographic expeditions to create the *Archives of the Planet*.

This exceptional collection of films and autochromes bears witness to the ways of life and cultural changes that were taking place at the beginning of the twentieth century.

The bulk of the collection consist of around 100 hours of film (35mm, black and white, silent), 1 hour of colour films (Keller-Dorian method), 72 000 autochromes, (representing the most important collection in the world of early true-colour photographs) and more than 6 000 stereoscopic plates (a photographic procedure for representing relief in both black and white and autochrome).

A computer database, called Fakir (the computerised Albert Kahn collection for research) allows the general public to consult the collections and the archives as they are being converted into digital form. A special application, designed for the use of imaging professionals and researchers is also available for consultation at the museum.

Today, the *Archives of the Planet* and the Albert-Kahn museum represent a unique homogenous combination and are recognized as such. This collection of work and the quality of the technical services at the Albert-Kahn museum are a source of keen interest as much amongst researchers and universities as professionals of imaging and culture throughout the world.

The main mission of the Albert-Kahn museum, assigned by the council of the *Département* of Hauts-de-Seine, is to preserve the collections and archives in order to allow as many people as possible to access them.

As a result and in accordance with the legislation in force in France and international agreements on intellectual property rights, the Albert-Kahn museum offers access to

this iconographic collection to imaging professionals according to the terms described below.

Each sequence of film or photography originating from this collection (with the exception of a few acquisitions or later donations) is an integral part of the collections of the Albert-Kahn museum and cannot be used separately without the explicit agreement of the *Département* of Hauts-de-Seine.

All failure to respect this obligation constitutes an act of infringement and will entail the liability of the infringer as well as that of the distributor.

If the photographs or films are used without its knowledge or in violation of its rights, the *Département* of Hauts-de-Seine, reserves the right to seek and claim redress by every available legal means, both in France and everywhere where international conventions on the protection of intellectual property rights apply, both from the infringer and the distributors, over an unlimited time.

Transfer of rights over the use of the images and films

The present general terms and conditions for transfer, hereafter referred to as “GTC” govern the conditions under which the *Département* of Hauts-de-Seine grants the applicant, hereafter referred to as the “Transferee” the right to reproduce or display the films and the photographs belonging to the collection of the Albert-Kahn museum, hereafter referred to as “Documents”.

Any act involving the visualisation, use or acquisition of the rights of use to any of the Documents of the Albert-Kahn collection, implies the unconditional acceptance and respect of all the stipulations of the present GTC.

Conditions for the transfer of Documents

In accordance with these conditions, the Transferee is only granted a limited right to reproduce, display or draw inspiration from the Documents originating from the Albert-Kahn museum. This license is granted on non-exclusive terms, for a limited use, a limited length of time and in a defined geographical area.

In no case may the Transferee acquire the material property rights to the documents that are transferred to him by the Albert-Kahn museum, whatever the medium used.

The Documents granted under these conditions by the *Département* of Hauts-de-Seine have been done so for the use as described on the quote that was accepted by the Transferee, the specific bilateral agreement or the invoice sent out by the treasury of the *Département* of Hauts-de-Seine. Any other use or reuse of the Documents granted must be the object of a new agreement that may or may not be followed by a separate invoice.

The Transferee undertakes to provide proof of its use of each of the Documents originating from the Albert-Kahn museum. Each use or reuse of the Documents, granted under the present conditions, will incur the payment of rights, the cost and principles of which will have been approved by the competent body of the *Département* of Hauts-de-Seine as set out in the “*grille tarifaire des droits de*

cessions et des frais techniques” (price guide to the transfer of rights and technical costs).

The Transferee undertakes to respect the restrictions of use under which the Documents are granted. All use of the Documents for the purposes of publicity or political propaganda is prohibited without the prior written consent of the Albert-Kahn museum.

All transfer, handover, resale or loan of the Documents to a third party is strictly prohibited, without the explicit authorisation of the *Département* of Hauts-de-Seine.

The transfer of rights to the Documents is granted on non-exclusive terms, for a fixed length of time and in a defined geographical area that is defined in the transfer contract to be concluded between the *Département* of Hauts-de-Seine and the Transferee.

The Transferee undertakes to respect the moral rights of the images or the films and not to distort the original character of the Documents or directly or indirectly impair the reputation of the *Département* of Hauts-de-Seine – Albert-Kahn museum, particularly in terms of the interpretations that can be made of the images used.

The Transferee is fully responsible for the conditions in which he uses the Documents and shall neither misrepresent the Documents nor distort them in their form or their essence. Any intervention, whatever its nature, that could damage the quality of the reproduction of the Documents is prohibited. However upon the Transferees request, the *Département* of Hauts-de-Seine can accept the following conditions:

- In terms of the film Documents: the use of a colouring process that must in all circumstances be mentioned in the opening or closing credits of the film and the transformation into 16:9 format which must in all circumstances respect the proportions of the image and not create any anamorphosis.
- In terms of the photographic Documents: reframing or cropping of a reproduction must always be stated. Wherever possible, the Transferee will include a copy of the original document in the work or publication concerned.

Copy requests and estimation of technical costs (Including research costs)

All requests on the part of the Transferee will be subject to transfer right fees and any technical costs relating to the request. These costs will be calculated using the fee scale in force. Each request from an imaging professional will be subject to a quote and a transfer contract specifying all elements.

All requests for the transfer of rights to a Document must specify its intended use:

- *The nature of the project (book, film, magazine, website, etc.)*
- *The name of the project*
- *The date of intended publication or broadcasting*
- *The number of copies / geographical area for broadcasting / length of time for which the rights will be acquired*

- *Reproduction format (cover, full page, ½ page, ¼ page, etc.)*
- *The name and address of the editor / producer*
- *Invoicing address and intra-community V.A.T number (TVAIC)*

The loan of Documents and the technical and research costs involved are independent of the rights due for the use of these Documents for the purposes of reproduction or display, as stated in the fee scale in force.

All costs for the return transport, customs and insurance relating to the Documents are to be paid by the Transferee.

Provision of photographic Documents

The provision of photographic Documents, under any given form (digital files, prints...) does not include authorisation for the purposes of the use, reproduction, display or inspiration drawn from the Documents.

The provision of Documents will be subject to the invoicing of technical costs, independent to the rights of use of the photographic Documents.

All requests for photographic Documents indicated for work purposes will entail the recopying of low definition digital files stamped with the copyright mark of the Albert-Kahn museum.

All requests for photographic Documents indicated for permanent purposes will entail the production of a high definition three-colour (RGB) or four-colour (CMYK) file. All provision of files for the purposes of printing or circulation will be accompanied by a print that the Transferee will refer to in order not to misrepresent the original Document.

Permanent photographic Documents will only be made available to the Transferee after acceptance of the quote established by the accounting service of the Albert-Kahn museum.

Without the prior consent of the Albert-Kahn museum the Transferee is not authorised to keep on archive, in any medium, the photographic Documents that have been transferred in digital form, either as prints or via a downloading platform (website or ftp), for more than seven days after their initial use.

Provision of film Documents

The provision of film Documents, under any given form (digital, analogical...) does not include authorisation for the purposes of the use, reproduction, display or inspiration drawn from the Documents.

The provision of Documents will be subject to the invoicing of technical costs, independent to the rights to the use of the film Documents.

All requests will involve the recopying of the film Documents with time coding, delivered in the format and in the film medium specified at the time of the order.

All requests for Documents for the purposes of permanent filmmaking will entail the recopying of the Documents with the overlay of the logo of the Albert-Kahn museum

or any other logo that corresponds to the Collections that it has come from. The Transferee will undertake to maintain the copy in such a way that the logos appear clearly when the Documents are broadcast.

Film Documents for permanent filmmaking will be made available to the Transferee for a period of six months, after which time they will be destroyed by the Albert-Kahn museum.

The Transferee will be entitled to a period of three days from the date of delivery of the film Documents to check their technical quality. If the Documents are used by the Transferee during the aforementioned time period or following this time limit, the Documents will be considered to have been accepted by the Transferee.

Film Documents indicated for permanent purposes will only be made available to the Transferee on acceptance of the estimated quote showing the rate per minute that will be used by the accounting service of the Albert-Kahn museum to calculate the cost of the rights to be paid.

Return of Documents provided and destruction of digital files

The Documents made available to the Transferee in the form of prints, CDs, videocassettes or DVDs are handed-over as a loan for a maximum period of three months. Following this time limit, if the Documents have not been returned, custody rights must be paid to the *Département* of Hauts-de-Seine at a rate of 5.00€ (exclusive of value added tax) per day overdue and per Document.

These Documents must be returned to the Albert-Kahn museum in the state in which they were originally handed over. The Albert-Kahn museum will charge a loss or damage fee of 20,00€ for any Document that has been lost or damaged.

The Documents are fully and entirely owned by the *Département* of Hauts-de-Seine. The media must be returned to the Albert-Kahn museum in perfect condition and within the agreed time limit. After the use of material which has been subject to authorisation and invoicing, the Transferee undertakes to destroy any digital files that have been transferred and will therefore not reuse the files or their data.

Mandatory notes and photographic credits

All copies or representations, in any form or medium, must include photographic credits and the mandatory note as specified in the guidelines of the contract.

- For photographic Documents:
© Albert-Kahn Museum – *Département* of Hauts-de-Seine (France),
opérateur, (Inv. N°)

This credit must be displayed so that it is legible alongside the photograph and / or in the illustration table intended for this purpose.

- For films, aside from the overlay of the logo mentioned above:
© Albert-Kahn Museum – *Département* of Hauts-de-Seine (France), X X
opérateur of *Archives de la Planète*

This credit or an equivalent simplified legible note must appear in the credits at the end of the film.

The absence of credits, failure to indicate the source, errors in the credits or, in the case of photographic Documents, grouped credits without direct references to the copies of the pictures, automatically constitutes a violation of the rights of the *Département* of Hauts-de-Seine, in that it facilitates subsequent use of the Documents in infringement with its rights. The latter reserves the right to seek and claim redress from the Transferee for the injury incurred.

Delivery of the proof of the use of the Documents

The Transferee must send a copy of the publication or media that have been published / broadcast to the service for the Transfer of rights at the Albert-Kahn museum, within one month of it being published / broadcast.

The Transferee takes full responsibility for ensuring that the actual broadcasting / distribution conforms to the broadcasting / distribution declared in the quote or transfer contract.

The *Département* of Hauts-de-Seine retains the right to ask for any proof required after the broadcasting / distribution from the Transferee, who will undertake to deliver this proof.

To this end, the Albert-Kahn museum can ask for any proof of the broadcasting of the media or the number of copies published as well as the right to verify, subject to eight days notice, the above elements at the Transferee's head office.

If any discrimination is observed exceeding 5% of the authorised broadcasting / distribution, resulting de facto in a situation by which the Transferee has made a false declaration, the *Département* of Hauts-de-Seine reserves the right to claim and seek redress before the competent courts from the Transferee and / or the responsible broadcasters / distributors for the damage caused.

The *Département* of Hauts-de-Seine retains the right to verify the above elements for an unlimited period of time.

Payment methods

The billing address must be stated if different from the address of the paying agent.

Payment is to be carried out on receipt of a payment order from the accountant treasurer of the *Département*, accompanied by a statement of the amount due (PRK) established by the accountancy service at the Albert-Kahn museum.

Foreign payments must be made by bank transfer or postal order to the *Paierie départementale des Hauts-de-Seine* (treasury for the *département* of Hauts-de-Seine) on the following account:

IBAN FR63 3000 1009 3600 00A0 5000 130 - BDFEFRPPXXX.

French payments can be made my cheque, payable to the Albert-Kahn Museum and sent to the following address: Musée Albert-Kahn - 14 rue du Port 92100 Boulogne.

Current Rates

Each time that the Documents, whether films or images, are used under the present general terms and conditions a payment of rights will be made, the cost and principles of which will have been approved by the competent body of the *Département* of Hauts-de-Seine as set out in the “*grille tarifaire des droits de cessions et des frais techniques*” (price guide to the transfer rights and technical costs).

This price guide has been established according to the French legal principles governing intellectual property rights and in conformity with international conventions. It is consistent with the majority of price guides currently used in museums, documentation centres, agencies and other similar organisations.

Applicable law and assignment of jurisdiction

Any litigation relating to the interpretation or the practice of the present GTC must be construed according to French law and brought before the relevant court.

For further information, please contact:



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