

Goethe and Schiller Archive

Usage Regulations

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A General information

§ 1 Purpose

1. The Goethe- und Schiller-Archiv (GSA) is a legally independent institution of the Klassik Stiftung Weimar. Its holdings are available for scientific, literary and journalistic studies.
2. Independent of the general domiciliary rights of the GSA, the following usage regulations govern the public-law relationship between the Klassik Stiftung Weimar and the users of the archive and define the possible types and forms of usage.

§ 2 Relationship and scope of usage

1. The GSA can be used by any natural and legal entity in accordance with the purpose described in § 1, provided they comply with the terms of these regulations.
2. A public-law relationship exists between the GSA and the user.
3. The usage of the archive involves the personal inspection of archival works in the reading rooms and the ordering of digital versions and reproductions of the same.

§ 3 User registration

1. Before being allowed to use the holdings of the archive, individuals must personally register by completing the "User Registration" form. The form must be signed in the presence of the GSA staff member. The user's personal information is confirmed at registration with the presentation of a valid personal ID. The purpose and object of usage must be concretely specified.
2. Legal entities are granted permission to use the archive if an authorised member of the institution applies for registration and confirms his/her identity with an official form of identification (personal ID, passport or service card).
3. The management of the archive, or representative authorised to act on its behalf, is responsible for granting usage rights valid for up to one year. Permission to use the holdings of the GSA is exclusively granted for the purpose and object specified in the registration form.

4. The user's personal data is collected in the process of registration insofar as is required for the legitimate performance of the GSA's tasks. Upon registration, the applicant grants his/her consent to have the following data collected and electronically stored by the GSA:

First and last name, date of birth,
address, profession and subject of
study (if applicable), purpose and
object of usage.

The user must promptly inform the GSA should changes occur to the collected data, in particular with regard to the user's name, address and object of usage. Any damages incurred as a result of failing to comply with this obligation are borne by the user.

5. For security reasons, the public areas of the archive are monitored via CCTV in compliance with the provisions of the Thuringian Data Protection Law. In signing the registration form, the applicant grants his/her consent to being submitted to these video security measures.
6. In signing the registration form, the applicant declares that he/she accepts the provisions of these user regulations.

§ 4 Fees

Usage of the archive is free of charge, provided no other terms apply and no other services mentioned in the usage regulations are subject to fees.

§ 5 Opening times

The opening times of the GSA are announced in the appropriate manner, e.g. in a printed notice or on the Internet.

§ 6 User obligations and liability

1. The GSA expects every user to respect the legitimate rights of the other users, refrain from obstructing the operations of usage and treat the holdings and interior furnishings of the archive with care. The user is obliged to comply with the provisions of these usage regulations and follow the instructions of the GSA staff.
2. In the interest of all, users must undertake to be as quiet as possible especially in the reading rooms.
3. Food and beverages may only be consumed in the cafeteria area. Users are not permitted to bring food or beverages into the reading rooms or consume them

there.

4. Animals are not allowed in the GSA.
5. Users may not take coats or similar pieces of clothing, umbrellas, mobile phones, containers or other larger sized items into the monitored areas.
6. Garment lockers are provided for storing personal items. In the reading rooms, a lockable storage unit is provided for storing personal work materials overnight. Users are charged a fee for lost keys and the cost of replacing locks in accordance with the GSA list of fees.
7. Before entering the reading rooms, the user must present all personal work materials unasked to the GSA staff including books, materials and other information carriers.
8. Taking photo and film equipment into the archive, as well as photographing or filming the interior of the building, its furnishings or parts thereof for non-private purposes requires the prior written consent of the Klassik Stiftung Weimar.
9. The removal of any archival documents from the reading rooms is regarded as theft and reported to the police accordingly. Damages to or loss of archived items must be reported immediately to the service desk. The user is held fully liable for all damages or loss of archival documents due to negligence.
10. When leaving the monitored area, the user must present all personal items, such as the content of bags, laptop cases, etc. unasked to the GSA staff.
11. The garment lockers and storage cabinets must be emptied every day before the archive closes. The GSA reserves the right to open and empty all garment lockers and storage cabinets which have not been emptied on time. The removed items are treated as lost property. The Klassik Stiftung Weimar accepts no liability for items removed from the lockers.

§ 7 Monitoring rights

The GSA staff is authorised

- to ask the user to present an official photo ID,
- to ask the user to present the content of folders and bags, as well as any personal items they bring with them, such as books and printed materials,
- to monitor the contents of the garment lockers and storage cabinets.

§ 8 Liability of the GSA

1. The GSA is not liable for damages resulting from delayed, incorrectly or incompletely performed services.
2. The GSA is not liable for items brought to the archive by the users.

3. In accordance with the respective legal provisions, the GSA assumes liability for damages to personal items which have been properly deposited in the garment lockers and storage cabinets. In this case, liability is assumed as long as the user reports the damages to the service desk on the same day. Liability does not extend to lost money or valuables or to lost or damaged property resulting from unauthorised third-party tampering of the garment lockers and storage cabinets.

B Usage of the archive

§ 9 Advance notice and usage

1. Usage of the archive is only possible with advance notice as there is a limited number of workplaces available. The GSA staff reserves the right to temporarily limit the usage of the archive if capacity is exceeded.
2. Archival documents, finding aids and library materials may only be used in the reading rooms. They may neither be removed from these rooms nor passed on to third parties.
3. Archival documents may not be borrowed and taken from the premises. The holdings of the archive cannot be shipped or transferred for usage to other archives.
4. Users must comply with the requests of the GSA staff.
5. The materials are made available to the users either in original form, as microfilm or digitalised scans. Filmed holdings are generally provided as user films, and digitalised holdings are provided as digitalised scans.
6. Users are not permitted to photograph or scan the archival holdings.
7. When using the archive, notes may only be taken with lead pencils.
8. The GSA staff introduces the user to the holdings and provides the necessary instructions on using the finding aids and archival databases.
9. The receipt of the individual archival document(s) specified in the user registration form must be confirmed by the user with his/her signature.
10. Upon receipt of the archival document(s), the user must check the condition of the item and indicate any visible damage to the staff. The user is obliged to handle the archival documents with care and refrain from dirtying, damaging or writing on them. It is forbidden to mark, underline, trace or make any changes whatsoever to the archival documents. Furthermore, users are not permitted to take any action which could adversely affect the condition of the

materials or their subsequent storage.

11. If the user intends to leave his/her workplace for a longer period, or if his/her work is completed, the archival documents must be returned to the service desk no later than 15 minutes before closing so that they can be checked by the staff with respect to their integrity and condition. The results of the assessment are to be recorded in the user registration form.

§ 10 Usage restrictions

Usage can be subject to certain terms and conditions. Users may be denied the opportunity to view or assess archival materials, or the usage thereof can be restricted

if the conservational or organisational condition of the material does not permit direct usage, but the purpose of usage can be otherwise achieved with the aid of printed, filmed or digitalised materials,

in order to protect copyrights, personal and property rights, particularly in the case of permanent loans for which written permission from the owner has not been granted.

§ 11 Ordering

1. An individual call slip must be filled out by the user for every ordered archival document. The user must ensure the accuracy of the respective catalogue number. The service staff can provide assistance if necessary.
2. Each user may order a **maximum of ten archival units per day**. The used archival documents must be personally returned to the service desk. Orders placed before 11 am are usually available no later than the afternoon of the same day, otherwise on the following day. Orders placed after 4 pm can only be handed out the following workday.

§ 12 Information

1. The GSA provides information about its collections insofar as its technical and staffing capacity allows.
2. Requests for written information which require a significant amount of effort are subject to processing fees.
3. The GSA is not responsible for estimating the value of archival documents and books.

§ 13 Reproductions

1. At the request of the user and if staffing capacity allows, the GSA can provide reproductions (photo prints, copies, scans etc.) of works in its holdings at the user's expense. Such reproductions can only be made if the conservatorial condition of the original permits and the rights and protected interests of third parties are not infringed upon.
2. Reproductions of original archival documents are limited to 50 paper/digitalised copies, or 20 scans per request. In some cases, reproductions may be limited further or refused due to conservatorial, legal or technical reasons.
3. Reproductions of copyright-protected archival documents and deposits, or any parts thereof, can only be made if the user can prove that he/she has been granted approval by the respective copyright holder or owner.
4. Fees are charged for reproductions based on the prices listed in the table of fees and charges of the Klassik Stiftung Weimar. Requested reproductions are carried out by the GSA or a commissioned representative. For colour copies of originals, the "Photo Request" form should be used. Fees for colour photo copies are listed on the [Fotothek image ordering page](#). The GSA fees apply for all other reproductions. Completed reproductions which are not picked up will be destroyed after two months.
5. Any usage of reproductions beyond personal use – especially with regard to their publication in part or whole – requires the prior approval of the GSA. The forwarding and transferral of ownership of reproductions to third parties, as well as subsequent copying for the purpose of forwarding or transferral of ownership to third parties is not permitted.

§ 14 Publication

1. For any publication in which archival documents stored in the archive are cited, the GSA must be designated as the source in the following manner: Goethe- und Schiller-Archiv (abbreviated as GSA), Inv. no./Cat. no. (e.g.: GSA 25/W 1034).
2. Authors of any publication which was made possible with the significant use of the GSA or its library assets must deliver a free and unsolicited copy of the publication to the archive.
3. The publication of reproductions of copyrighted archival documents or deposits, or parts thereof, requires the explicit permission of the respective copyright holder or owner. The user is solely responsible for ensuring all copyrights are respected.

4. The publication and other use of photographs and other reproductions for commercial purposes by the user or others on his/her behalf are subject to fees. The [general terms and conditions](#) of the Fotothek of the Klassik Stiftung Weimar and the respective [prices](#) based on the table of fees of the Klassik Stiftung Weimar apply.
5. A special agreement is required for cases to which § 14 (4) applies. Irrespective of granted permission of publication, the GSA reserves the right to publish reproductions itself or grant third-parties publication permission.

C Final provisions

§ 15 Denial of usage

If the user severely and/or repeatedly violates the provisions of these user regulations, disregards the instructions of the GSA staff, or if special circumstances arise which make it unfeasible to allow the user continued access to the archive, the GSA can temporarily or permanently, partially or wholly, deny the user access to the archive with immediate effect in written form, or orally and subsequently documented in writing. All the user's obligations as put forth in these regulations remain valid even after denial of usage.

§ 16 Lodging complaints

Complaints are to be addressed to the director of the GSA in writing.

§ 17 Gender equality statement

The persons and functions mentioned in these regulations refer to all genders irrespective of their orthographical form.

§ 18 Entry into force

These user regulations entered into force with the signature of the President of the Klassik Stiftung Weimar. All previous versions of the user regulations are thereby rendered invalid.