

ENGLISH READING VERSION**Licence agreement for presentation
on the online platform of tanz:digital**

for the following document / material / media object:

Title:

Short description: (e.g. type, size, author / photographer / director / ...)

§ 1 Purpose

Dachverband Tanz Deutschland e. V., Mariannenplatz 2, 10997 Berlin, represented by its managing director Michael Freundt (hereinafter "Dachverband Tanz") is the operator of the online platform of the project tanz:digital (hereinafter "platform"). The platform serves to provide media visibility to the dance scene in Germany. On the platform, artists, ensembles, archives and other dance-related institutions can upload, describe and make visible documents, materials and media objects (hereinafter: documents/materials/media objects) from both current and past projects and works. Uploading works to the platform offers them the opportunity to increase their own visibility and reach. With the users of the platform (artists, people interested in dance and in culture in general), a new audience can be reached and the work can be presented to a broad public.

Moreover, the platform creates a digital archive with the possibility of making documents/materials/media objects available not at all times to everyone, but only at certain times and/or to certain users. Dachverband Tanz as the provider of the platform requires a grant of rights, i.e. a licence, from the respective artists, ensembles, archives and other institutions that present their documents/materials/media objects on the platform in order to be able to act as the operator of the platform. All those who wish to present documents/materials/media objects on the platform are hereinafter referred to as licensors.

For the presentation on the platform, it is necessary that the licensors have the consent of all participants to grant their rights, including in particular the personality rights.

In addition to making the documents/materials/media objects available on the platform in individual cases and archiving the documents/materials/media objects in the digital archive, excerpts of documents/materials/media objects up to a length of 3 minutes can be used online and offline for purposes of advertisement and public relations, in particular on the website of Dachverband Tanz and on the social media channels of the platform (in particular Facebook and Instagram).

Dachverband Tanz will use all available technical, financial, editorial and legal means to publish the documents/materials/media objects on the platform, but does not owe this to the licensors.

For this purpose and for this common goal, individual dancers, choreographers, performers, ensembles, production houses, archives, dance schools and other institutions (hereinafter “licensor”) and Dachverband Tanz (hereinafter jointly referred to as “parties”) conclude the following agreement on the use of the documents/materials/media objects.

§ 2 Grant of rights

2.1 Insofar as the documents/materials/media objects contain rights under copyright law or other rights, including the personality rights of the participants (hereinafter collectively referred to as “rights”), licensor grants Dachverband Tanz the required rights for offline and online use, the granted rights being non-exclusive, without limitation in terms of place, limited in terms of content to the purpose described in § 1 and

without limitation in terms of time

limited in time to the following time period: to

as well as sublicensable. The sublicensing refers only to a grant of rights to the operator of the platform, insofar as Dachverband Tanz forms a new legal entity for the operation of the platform, which, however, will continue to be supervised by Dachverband Tanz. Making creative changes to the documents/materials/media objects is not permitted.

2.2 This grant of rights concerns only the above-described purpose of publication on the platform of tanz:digital, the digital archive as well as the media and public relations work of Dachverband Tanz for tanz:digital. The publication of the documents/materials/media objects requires the grant of rights to Dachverband Tanz as the operator of the platform and of the digital archive as set forth in more detail below. Dachverband Tanz is not permitted to use the documents/materials/media objects outside of this publication.

2.2.1 The right of reproduction, i.e. the right to reproduce the documents/materials/media objects by uploading, downloading, storing, printing, copying, including the right of reproduction through video or audio recordings.

2.2.2 The right to archive and index, i.e. the right to archive (long-term), retrievably store and publicly make available the documents/materials/media objects in any technical form, as well as to catalogue and index the documents/materials/media objects and to provide them with tags and other

research functionality as well as making the collected information available through interfaces.

2.2.3 The right to retrieve on the Internet, i.e. the right to make the documents/materials/media objects available to members of the public by any pathway, manner or means of transmission in such a way that the documents/materials/media objects can be retrieved for communication in places and at times of their choosing (making them available to the public). This also includes all types of use required for making the documents/materials/media objects available to the public, such as storing the artistic work on a server or an internet site (e.g. in social media platforms), the right to make information on the documents/materials/media objects available through interfaces as well as the right to stream (reproduce) the documents/materials/media objects upon demand from users.

2.2.4 The right of broadcasting, i.e. the right to make the documents/materials/media objects available to the public on the platform any number of times through any pathway, manner or means of transmission, including all types of use required for the broadcast (reproduction etc.).

2.3 With respect to any portraits made available, the licensor gives their own consent and that of third parties to the use of the portraits to the extent agreed above, as required according to the German Art Copyright Act (*Kunsturhebergesetz*, KUG).

2.4 This grant of rights also includes the rights of third parties insofar as these were used or arose in the context of the documents/materials/media objects. The parties also agree that licensor undertakes the responsibility to clarify the rights of third parties to the documents/materials/media objects and obtain required rights (rights to use and personality rights), cf. also item 3.2.

§ 3 **GEMA, guarantee, rights of third parties and indemnification regarding the above grant of rights**

3.1 Dachverband Tanz is responsible for obtaining the rights of copyright collectives (e.g. GEMA, VG Bild-Kunst, VG Wort, GVL), insofar as their possession of these rights is without limitation, meaning not subject to a condition precedent, not revocable etc.

3.2 The licensor will inform Dachverband Tanz within 30 days after conclusion of the agreement which rights used in the documents/materials/media objects rest with copyright collectives, publishing houses and agencies. Should this information not be provided, Dachverband Tanz will take the documents/materials/media objects off the platform until it is provided.

- 3.3 Moreover, the licensor guarantees that all rights granted with this agreement are freely transferable, can be granted and do not infringe rights of third parties.
- 3.4 Indemnification: With respect to the above guarantee, the licensor indemnifies Dachverband Tanz against all claims of third parties resulting from the use of the rights granted.

§ 4 Data protection

- 4.1 Dachverband Tanz collects and processes the personal data received from licensor within this contractual relationship, such as name, address, account details as well as audio, video, photo and film recordings.
- 4.2 The data collection and data processing of the personal data of licensor occurs for the purpose of executing the agreement. Insofar, the data collection and data processing is based on Article 6(1)(b) of the GDPR.
- 4.3 Moreover, the purpose of the data processing may arise from legitimate interests of Dachverband Tanz or of third parties, if and insofar as they are not overridden by the interests or fundamental rights and freedoms of licensor. Insofar, the respective data collection and data processing is based on Article 6(1)(f) of the GDPR.
- 4.4 Further information (right of access, right to rectification, withdrawal of consent, erasure etc.) can be found in the data protection declaration of Dachverband Tanz, available under <http://www.dachverband-tanz.de/datenschutz>.

§ 5 Severability clause

- 5.1 This agreement is concluded for the purpose of presentation on the platform of tanz:digital in the sense of § 1. Should individual provisions of this agreement be impracticable or void or become impracticable or void after conclusion of the agreement, the agreement remains in effect. The impracticable or void provision is replaced by the provision whose effects most closely approximate the economic purpose pursued by the parties with the impracticable or void provision. Should the agreement be or become lacunary, it remains in effect otherwise.
- 5.2 Should the present agreement be concluded with a foreign connection, the parties agree that the agreement is subject to the law of the Federal Republic of Germany.
- 5.3 If both parties are merchants, or if the present agreement is concluded with a foreign connection, the parties agree that the place of business of Dachverband Tanz (Berlin) is the exclusive place of jurisdiction for all disputes arising from and in connection with this agreement.

Place, date:

[Dachverband Tanz]

Place, date:

[Licensor]
