

Terms of Use for the Bertelsmann Corporate Archive

1. Preamble

The Bertelsmann Corporate Archive is a private archive that is accessible to the public especially for the purpose of conducting scientific research into the history of Bertelsmann and its business units. It developed based on research work conducted by the Independent Historical Commission (IHC) was commissioned to investigate Bertelsmann's history during the Third Reich, and is constantly being expanded.

2. Application to use the Archive

Anyone who asserts a legitimate interest and agrees to comply with the Terms of Use can approach Bertelsmann and request to access the Archive. Applications must be submitted in writing to the Archive management, specifying the subject of the research work and the anticipated duration of use. The Archive management will then make a decision on the application. By submitting an application for use, users agree to the Terms of Use. An application form is attached to these Terms of Use.

3. Usage permit

3.1 The Archive management decides on each application to use the Archive, and informs the user, in writing, of its decision.

3.2 Permission to use the Archive is personal and non-transferable, and applies only for the subject of work and the confirmed period of use as specified in the application form. Any change to the subject of the user's work requires a new application. If assistants or representatives/proxies are to be involved, they need to be registered separately, specifying their name, address and occupation.

3.3 Violation of these regulations may result in an immediate ban on further use of the Corporate Archive.

CORPORATE HISTORY

4. Usage

- 4.1 Archive material may only be used in the Corporate Archive rooms. The Archive staff is on hand to advise users.
- 4.2 All documents are to be treated with utmost care by users. In particular, they may not be bent, used as a desk pad or written on in any way. All instructions of the Archive staff must be complied with.
- 4.3 The users' own technical equipment (computers, cameras, Dictaphones, etc.) may **only** be used subject to prior approval of the Archive management.
- 4.4 Reproductions (facsimiles) and publication of archive material are subject to approval by the Archive management.
- 4.5 The use of copies from other archives compiled during the IHC's research is subject to approval by the source archive; in cases where such use is permitted, sources shall be cited according to the signature rules of the source archive.

5. Cost of reproductions and literature searches

- 5.1 Use of the Corporate Archive is free of charge. Users only pay the cost of photocopies or reproductions, and a compensation fee for complex searches. The current price list can be viewed or requested in the Archive.
- 5.2 The user can order reproductions of archive material, which are charged at cost.

6. Rights of use and exploitation

- 6.1 The reproductions provided may only be used for the purposes specified in the application for use, and may not be shared with third parties unless prior written approval has been obtained from the Archive management.
- 6.2 The user agrees to observe any copyright and personal rights as well as legitimate third-party interests arising from the archive material viewed. The user alone shall be liable for infringement of such rights.
- 6.3 If their work is subsequently published, users are kindly requested to provide the Archive with a specimen copy.

7. Exclusion from use and restrictions on use

7.1 Archive material may be excluded from use if its use would interfere with the personal rights or legitimate interests of third parties, or the legitimate interests of the company.

7.2 Archive material is excluded from use if its use would violate legal provisions, instructions issued by the issuer, or agreements made with the owner or previous owner of the material.

7.3 The Corporate Archive adheres to the protection periods stipulated by the regulations in the Federal Archive Act.

8. Liability

8.1 Users shall be liable for all damage to the Archive's material, furniture and fittings, and third-party rights in connection with their use of the Archive.

8.2 Bertelsmann shall only be liable for damage caused to users in connection with their use of the Corporate Archive in cases of intent or gross negligence. This does not apply to damage resulting from fatalities, physical injuries or damage to health; or to damages typical for the contract due to the violation of key duties that make the proper execution of the use of the Archive possible in the first place, and that the user can trust Bertelsmann to fulfill.

8.3 If Bertelsmann is held liable for the violation of substantial duties without gross negligence or intent, Bertelsmann's liability shall be limited to the typical scope of damage that is reasonably foreseeable when permission to use the Archive was granted.

The Archive Management
Gütersloh, June 11

CORPORATE HISTORY

Bertelsmann

Corporate Archive
Carl-Bertelsmann-Str. 270
D-33311 Gütersloh
Germany

Application to use the Archive

Last name	First name	Title
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Address, telephone number, e-mail address

Institution (if applicable)	Address of the institution
Street address	ZIP/Postal code, City
Phone	Mobile
E-mail	

Intended use of the research work:

- Scientific publication Degree/PhD thesis
 Other.....

The research is being conducted: On my own account On behalf of
.....

Topic of the research:

I hereby declare that I have read and understood the Terms of Use and agree to comply with them.

Signed in on/...../.....
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Signatur