

Declaration of consent for audiovisual recordings

Disclaimer: This translation is provided as a service. The German declaration of consent is binding.

Between

Johann Wolfgang Goethe-Universität Frankfurt am Main studiumdigitale - Zentrale eLearning-Einrichtung Varrentrappstraße 40-42 60486 Frankfurt am Main

hereafter referred to as, Goethe-University

and

Title	
First name	
Last name	
Organisation	
email	

as referent the following is agreed:

I, the referent, hereby agree that my following lecture/event, **will be recorded as audio and video**. The recordings may be published by the Goethe-University as a video-/datastream and may be distributed, as downloads, to the public via internet portals/websites, to allow the university to display its activities. The recordings may be published under the Creative Commons-BY-NC-ND (Attribution-NonCommercial-NoDerivs). For further information please visit: <u>"About the Licenses"</u> (www)¹.

The Goethe-University is permitted to use recording excerpts for marketing purposes on publicly available portals of the university and its facilities. It will be displayed that the rights of use belong to the referent. The Goethe-University will credit the rights of use in every publication. Further use cases require an additional agreement between the referent, the Goethe-University and the third parties. To this end the Goethe-University may pass the referent's email-address to third parties.

¹ https://creativecommons.org/licenses/?lang=en



Title of your event or lecture	
Semester	
Day of the week	
Time(s) (from-to)	
Or please specify:	

□ I want to choose a different licensing agreement or a different user group (please fill in page 3 and 4)

Disclaimer

The Goethe-University will complete the tasks and obligations with due diligence. Claims of the referent towards the Goethe-University, especially compensation claims, for example the loss or incorrect processing of data – all kinds and no matter which legal ground - are excluded. Insofar as liability is mandatory in cases of intent, gross negligence or the absence of warranted characteristics or for other legal reasons, the scope of the compensation claim is limited to compensation for the direct damage.

Assurance of the referent

The referent affirms to the best of his or her knowledge that only such material will be used for the recording(s) that is free from blocking rights of third parties. If blocking rights of third parties do exist, the lecturer will inform the University immediately and release the University from all claims of third parties.

The following work should be given as the basis for publication:

URL or other reference (author, title ISBN, ...) – especially concerning CC licences and usage beyond the right to quote

Changes of this agreement are allowed at any time and require a written form. If any provision of this agreement should be ineffective, the validity of the remaining provision will not be affected. The parties commit to replace an ineffective provision with a preferably effective one.

Place of jurisdiction shall be Frankfurt am Main.

Location, Date

Signature of the referent



Rights of Use (Only fill in if you have chosen to use a different licensing agreement on page 2)

Other than mentioned on page 1, I hereby define the rights of use and the licensing agreement as follows (any conditions as mentioned on page 1 are highlighted in grey).

The sound and image recordings may be used by the Goethe-University in the following form:

as a video-/datastream (as Flash and HTML5 or Silverlight) and as a downloadable video file (e.g.: for use on mobile systems or distribution and adaption according to the rights of use mentioned below).

□ **Only** as a video/datastream (as Flash and HTML5 or Silverlight, only for streaming and viewing, while the computer is connected to the internet, local storage by the user only to buffer the stream)

The recordings must be electronically accessible for the user groups below and they are permitted to use them in the selected way:

Authorized user groups

The public in freely accessible portals and websites owned by the Goethe-University, to display its activities. Users have the rights of use mentioned below:

User instructions

□ Only play and watch, the referent reserves further rights.

Creative Commons – BY-NC-ND (Attribution-NonCommercial-NoDerivs)

□ Creative Commons – BY-NC-SA (Attribution-NonCommercial-ShareAlike)

□ Creative Commons – BY-NC (Attribution-NonCommercial)

□ Creative Commons – BY-ND (Attribution-NoDerivs)

□ Creative Commons – BY-SA (Attribution-ShareAlike)

□ Creative Commons – BY (Attribution)

or

□ All members and employees of the Goethe-University and its Alumni are allowed to play and view.

or

□ Only participants of the above-mentioned lecture or event are allowed to play and view. Further users must be allowed by the referent. The referent receives an URI of the recorded event or lecture. He may distribute and embed this, e.g. on a restricted website, an LMS or a wiki, at his own risk and on his own responsibility.

□ Access protection is organized by the referent himself at his own risk and responsibility
□ Access protection is organized by the following organizer:



and

Usage of excerpts for marketing purposes by the Goethe-University in publicly accessible **portals** and websites owned by the Goethe-University and its facilities. It will be stated that the rights of use belong to the referent.

□ Online access is limited till _____

Date

After this date the recording(s) will be archived but may still be viewed with the consent of the referent.

□ Publications proceeds only after an individual release and correction or editing by the referent.

Location, Date

Signature of the referent