Conditions of Use of the Library of the German Institute for Human Rights
(revised 26 Feb. 2013)

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I. General conditions

§ 1 Role of the Library

(1) The Library is an integral part of the German Institute for Human Rights. It sees itself as a reference library serving the purposes of research and other scholarly work, continuing education, the provision of factual information and documentation.

(2) The Library is intended for use both by members of the public and by the staff of the German Institute for Human Rights.

§ 2 Use privileges and the legal nature of the user-library relationship

(1) The Library is open to the public. It can be used by natural and legal entities in equal measure.

(2) Use of the Library by members of the staff of the German Institute for Human Rights is governed by internal rules. Certain services are reserved for Institute staff.

(3) The user’s acceptance of these Conditions of Use is a prerequisite for use of the Library. By making use of the Library, the user confirms this acceptance, whereupon a utilization relationship governed by German private law is created between the user and the German Institute for Human Rights. This also applies in the case of the staff of the German Institute for Human Rights.

(4) Minors should present a statement of consent signed by a parent, legal guardian or legal representative, accompanied by an undertaking to accept liability in case of damage and to pay fees incurred. The statement of consent encompasses consent to the use of the Internet access.

(5) Library use is generally free of charge except insofar as fees are charged for certain actions and services according to the fees system contained in these Conditions of Use.

§ 3 Opening hours

Opening hours are posted in the Institute and announced on the website by the Library.

See German Bundestag: Einrichtung eines Deutschen Instituts für Menschenrechte [Establishment of a German Institute for Human Rights], Bundestag printed paper. 14/4801 of 28 Nov. 2000
§ 4 General obligations of the user

(1) Library materials and all fixtures, fittings and equipment must be treated with care and protected against loss, alteration, soiling or damage.

(2) Upon the issue of an item to a user, the user has an obligation to inspect the item for apparent defects and inform the Library staff of any damage detected and/or the absence of any enclosure or accessory. Repair of damage by the user him- or herself is prohibited.

(3) Users must inform the Library without delay in the event of loss or damage of an item which has been issued to them.

(4) If obliged to make compensation for damage to and/or loss of items, the user will be charged for the following:

   (a) Costs of replacement if repair is not possible
   (b) If it is not possible to replace the item with an original, costs for a replacement reproduction, including all binding work; if that too is impossible, the market price for the item
   (c) Repair costs

(5) Users are permitted to duplicate items protected by copyright only for their own personal use. Users are responsible for compliance with the provisions of copyright and personal right law and also with ancillary copyright provisions.

(6) Users have an obligation to follow instructions issued by Library staff concerning compliance with the Conditions of Use.

(7) Library staff can require users to produce official proof of identity and/or reveal the contents of briefcases, bags or similar containers.

§ 5 Rules of the house, right to undisturbed possession

The right to undisturbed possession (right to keep trespassers out) is exercised by the Library’s director and extends throughout the entire premises of the Institute. The director can transfer that right to other Library employees.

§ 6 Liability and limitations on liability

(1) Users are liable in accordance with statutory regulations for any damage they cause.

(2) The German Institute for Human Rights is not liable for damages which may result from the improper, incomplete or delayed provision of services or non-provision of services. Moreover, the Institute is not liable for damage to a user’s data, files, software or hardware which may result from use of Library hardware or software. The same applies accordingly for damage to the equipment of a user which results from the use of audio-visual media in the Library. The limitations on liability apply only to damage not caused intentionally or by gross negligence.

(3) No liability is accepted for money or other valuables or other items which the user brings into the Library.

§ 7 Exclusion from use

(1) Users can be temporarily or permanently excluded from use on the following grounds: failure to pay fees due, illegal removal of items or parts of items from the Library, improper handling of computing equipment, alteration of data without permission, retrieval of illegal content from the Internet or other serious violation of the Conditions of Use. Notice of exclusion is effected in writing, with grounds indicated.
(2) If exclusion is preceded by a warning or request, said warning or request will make reference to the possibility of exclusion.

(3) Exclusion can be lifted once the user has complied with his or her obligations if there is no reason to doubt the assumption that he or she will continue to do so in the future.

II. Use of the Library

§ 8 Conduct in the Library

(1) Users must conduct themselves in such a manner that their fellow users are not disturbed or disadvantaged in their use of the Library. The use of mobile telephones is prohibited. Outerwear, umbrellas, bags and similar containers should be stowed before entering the Library usage areas. Bringing animals into the Library is not permitted, with the exception of guide dogs for the blind.

(2) Smoking and eating is prohibited in the Library and in the Institute’s corridors and entrance area.

(3) The removal of material from loose-leaf collections or binders is permissible only for short periods of time, for duplication purposes only and subject to the agreement of the Library staff.

(4) Upon entering and leaving the Library, users have an obligation to produce, without being requested to do so, any books, journals, videos, data or audio media or similar items they have brought with them.

(5) The lockers are for use solely for the purpose of stowing bags, clothing, books or other non-perishable items which do not generate noise.

(6) Users have an obligation to empty any lockers they use by the time the Library closes each day. Rules specifically governing the use of lockers in other respects are posted.

(7) The Library is entitled to remove the contents of lockers which are not emptied on time. Removed items will be treated as lost property. If items belonging to other libraries or public collections are found, the library can also return them to their owners.

(8) Use of electronic information media and equipment is subject to special conditions, see § 11.

§ 9 Use of the non-circulating collection

(1) The Library is a reference library.

(2) After use, non-circulating items must be returned by their user in the area specifically designated for this purpose.

§ 10 Borrowing by Institute staff

Only staff of the German Institute for Human Rights are permitted to borrow library materials for use outside of the library and then only for use on Institute premises. The Institute’s internal rules apply in this respect.

§ 11 Use of computing equipment and wireless LAN

(1) Use of the Internet and the W-LAN is permitted only when it relates to the topics in the fields of the Library’s specialization. Access to Internet sites which are pornographic, glorify violence, are hostile to the Constitution or otherwise illegal is prohibited. Any and all misuse of network resources or violations of network security are prohibited.
(2) Users of the Library have an obligation to refrain from any action which would interfere with the proper operation of the Library’s computing equipment. Changes to the system or network configuration of the servers or PCs are not permitted. Failures of/defects in the equipment or software should be reported to the supervising staff immediately and the user should not undertake repairs him- or herself. The Library reserves the right to claim damages and take legal action in the event of damage or interference with the proper operation of equipment or software.

(3) Downloading standard software or operating systems is not permitted. Users can only avail themselves of the access reserved for them.

(4) Gaining access to the data of other users, such as passwords, PINs or e-mail content is prohibited. The same applies to the disclosure of such information to third parties. The Library does not provide protection of data against unauthorized disclosure.

(5) The transmission or reading of e-mail is permissible only via third-party providers.

(6) Upon request and for inspection purposes, users must furnish information about software and techniques used and provide access to the software to the director of the Library in justified individual cases – particularly where there are reasonable grounds for suspecting misuse or to fix problems.

III. Additional services of the Library

§ 12 User services

(1) Upon request and if staffing permits, the Library will make photocopies, print-outs or other reproductions of Library items or of third-party items provided by the Library, with due regard to provisions of copyright and personal right law. Fees will be charged for this service according to the fees system. Any fees incurred must be paid even in the event that the work requested is not picked up despite a request to do so.

§ 13 Copiers and other equipment

Users must take particular care when using the self-service copiers or other equipment provided; the use of such equipment is subject to a fee.

IV. Concluding provisions

§ 14 These Conditions of Use enter into force on 01 Mar. 2013.

Berlin, 1 Mar. 2013

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(Director)

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