

|

Terms and Conditions of Use for the KHM Museumsverband Libraries

**Kunsthistorisches Museum
Theatermuseum
Weltmuseum Wien**

Table of Contents

| | |
|---|----|
| Purpose..... | 3 |
| 1. Applicability | 3 |
| 2. Terms and Conditions of Use for the Libraries of KHM Museumsverband..... | 3 |
| 2.1 Services | 3 |
| 2.2 Access to Library Sites | 4 |
| 2.3 House Rules and Safety at Library Sites | 4 |
| 2.4 Cloakroom Rules..... | 5 |
| 2.5 Disclaimer | 6 |
| 2.6 Media Use..... | 6 |
| 2.7 Loan Eligibility..... | 7 |
| 2.8 Restrictions to Borrowing and Loans..... | 7 |
| 2.9 Borrowing and Returns..... | 8 |
| 2.10 Film and TV Recordings, Events, Marketing | 8 |
| 2.11 Reproductions for Use in Media..... | 9 |
| 2.12 Violation of the Libraries' Terms and Conditions of Use..... | 9 |
| 2.13 Privacy | 9 |
| 3. Further Applicable Rules and Regulations..... | 10 |
| 4. Document Information..... | 10 |

Purpose

The KHM Museumsverband libraries' Terms and Conditions of Use establish the rules that apply for all readers using the libraries of KHM Museumsverband as well as all media therein.

1. Applicability

The three libraries of KHM Museumsverband (Kunsthistorisches Museum Vienna, Theatermuseum, and Weltmuseum Wien) have been an essential part of the Museumsverband since its establishment. They are specialized libraries for the fields covered by each particular collection (art history, theatre studies, and cultural and social anthropology). All media (books, magazines, picture books, atlases, catalogues, manuscripts, archive materials, prints, electronic resources, etc.) that are included in the library system constitute the library collections. With and by dint of this collection, parts of which are unique, they serve as libraries for the public and for scholarly studies in order to facilitate research, teaching, studying, professional development, and all factual information. Beyond that, they are open to all visitors to the museum who would like to further their understanding after they have visited the collections.

In what follows, the term 'libraries' shall mean all libraries of KHM Museumsverband.

- 1.1. The Terms and Conditions of Use in the present form establish the rules that apply to the use of the entire collection by employees and visitors at KHM Museumsverband.
- 1.2. The primary group served by the libraries are all employees of KHM Museumsverband.
- 1.3. The secondary group served by the libraries are researchers, teachers, students, and visitors to the museums.
- 1.4. The collections of the libraries are the property of the Federal Republic of Austria pursuant to the Austrian Federal Museum Act, Bundesmuseen-Gesetz 2002.

2. Terms and Conditions of Use for the Libraries of KHM Museumsverband

The Terms and Condition of Use determine which persons have access to the library sites, how they gain access authorisation and which rules of conduct apply for use of the libraries. A subsequent section covers the use of media, the conditions for loans, including rules for late returns and the possibility of accessing literature via a document delivery service. The Terms of Condition and Use furthermore determine the consequences of failure to comply with the libraries' terms and conditions.

2.1 Services

The libraries provide in particular the following services:

- 2.1.1 The indexing and provision of available media (both physical and digital media) for researchers and employees from within KHM Museumsverband as well as for members of the public with a scholarly interest.
- 2.1.2 The acquisition of scholarly media that relate to the museums' collection specialisms.

- 2.1.3 Supporting readers at the libraries in the course of their scholarly research.
- 2.1.4 Borrowing media for researchers from within KHM Museumsverband to use outside of the library sites.
- 2.1.5 The provision of reading and work stations, including standardized hardware and software.
- 2.1.6 The care for and formal indexing of historical book collections.
- 2.1.7 Collaboration and coordination with other scholarly libraries in Austria and abroad for purposes of mutual exchange.
- 2.1.8 For organizational reasons, the libraries do not take part in national or international interlibrary loan systems.

2.2 Access to Library Sites

- 2.2.1 The following persons are entitled to use the libraries:
 - 1. all members of KHM Museumsverband equally;
 - 2. all other natural persons above the age of 14 with a valid Photo ID.
 - 2.2.2 Usage requirements:
 - 1. An official photo ID or a staff ID must be presented in order to gain access to the library sites.
 - 2. Persons from outside of KHM Museumsverband are required to register their visit to the library of Weltmuseum Wien or to the library of Kunsthistorisches Museum Vienna at least one day in advance by e-mail or phone, stating their reason for wishing to use the library.
 - 3. It is not required to register a visit to the library of Theatermuseum in advance.
- Availability depends on the number of visitors; access may therefore be restricted for external users for limited periods of time in all libraries.
- 2.2.3 Access will not be granted to applicants who offer no guarantee that they will adhere to the Terms and Conditions of Use.
 - 2.2.4 Access to the libraries is possible within the libraries' respective opening hours. The current opening hours of the libraries are posted on the KHM Museumsverband homepage.
 - 2.2.5 Members of the public are not permitted to enter the non-public areas of the libraries without express permission to do so, nor may they provide access to other non-entitled persons.
 - 2.2.6 The libraries may remain closed entirely or in part for limited periods of time in order to implement required organizational, construction, or other operational measures.
 - 2.2.7 Events may require the closure of parts of the libraries for limited periods of time.

2.3 House Rules and Safety at Library Sites

- 2.3.1 Whosoever enters the library sites or makes use of their services agrees, in doing so, to adhere to the Terms and Conditions of Use as amended as well as the rules and regulations cited in section 3. The Terms and Conditions of Use are available on the library homepages and on site at the libraries.
- 2.3.2 You must comply with instructions by library staff and all other persons who are acting under the instruction of the library director. Readers must present their photo ID to these persons upon request at any time.

- 2.3.3 Do not disturb others in the library sites. Always leave escapes routes unobstructed. It is not permitted to leave objects unattended. The library spaces must be used in such a way that the collections, the building itself, the furnishing, and other fixtures and fittings are treated with utmost care.
- 2.3.4 Smoking, eating, and carrying uncovered drinks is not permitted in the spaces made available for use by the libraries. Drinks containers must be furnished with a resealable cap or cover and must be sealed at all times of transport and storage. Drinks are not permitted in the Theatermuseum reading room.
- 2.3.5 It is not permitted to use mobile phones or other means of communication for making phone calls (e.g., Zoom, WhatsApp, etc.).
- 2.3.6 It is permitted to use mobile phones in order to take photographs of single pages from media to support one's work in lieu of paper copies. This provision replaces the fee-paying photocopying service.
- 2.3.7 It is forbidden to take outer wear and objects that may facilitate theft (e.g., backpacks, laptop bags, large handbags, and similar items), into the reading and studying areas of the libraries.
- 2.3.8 It is not permitted to carry objects that may effect danger to persons or objects or that may obstruct the operation of the library. It is also not permitted to take animals (except guide dogs and assistance dogs) into the library.
- 2.3.9 The computers and other information technology installations in the libraries (e.g., scanners, network, etc) are only available for educational and research work purposes. If required, library staff may limit the duration of use. It is not permitted to manipulate the hardware, to make changes to system or network configurations or to attempt to do so. Only the pre-installed software may be used. It is not permitted to install software.
- 2.3.10 In order to safeguard the library collections, all library media must be presented to the the staff in charge upon leaving the library when requested to do so. Library staff is furthermore entitled to instruct readers at the library to open bags or other containers that may serve to store media and make them available for examination.
- 2.3.11 The library must be left unbidden at the end of the opening hours. If an alarm is sounded, the building must be vacated immediately.
- 2.3.12 Library staff must be notified immediately of any incidents and emergencies (accidents, urgent medical distress, severe damage to infrastructure, or similar).

2.4 Cloakroom Rules

- 2.4.1 The lockers in the cloakrooms may only be used for the duration of the stay in the libraries. Money and valuables may not be kept in the cloakroom lockers. It is generally not permitted to store objects overnight in the cloakroom lockers. Cloakroom locker keys must be returned on the same day. Exceptions to these rules for individual libraries are published on the website of that institution or by public notice. Individual exceptions must be granted by the library director in charge.
- 2.4.2 Fees may be charged for the untimely return of keys. Furthermore, if a key is lost, the costs incurred for acquisition and replacement of the lock must be reimbursed.
- 2.4.3 The libraries assume no liability for objects that are stored in the cloakrooms and in the cloakroom lockers.

2.5 Disclaimer

2.5.1 The general [KHM Museumsverband Disclaimer](#) applies to all contents of the library websites.

2.5.2 In particular, the libraries do not accept liability for:

1. the loss of or damage to objects taken into the libraries;
2. damage that has been incurred by incorrect, incomplete or delayed service;
3. damage to data carriers that has been incurred via viruses or technical defects on appliances.

2.5.3 Readers make use of the reading rooms and open stack areas at their own risk.

2.6 Media Use

2.6.1 The fixtures and fittings as well as the media of the libraries must be treated with utmost care. Any damage to or loss of fixtures, fittings, and media must be reimbursed in line with the applicable statutory stipulations.

2.6.2 It is not permitted to reserve reading places or computer work stations by placing objects upon them during times of personal absence. The libraries reserve the right to take appropriate measures to avoid such reservations.

2.6.3 Manipulations of media (making markings or notes, deliberate damage to the medium by physical or electromagnetic interventions, etc.) are forbidden. Only pencils may be used while using historical, valuable, and/or unique items. Readers are liable for any damage incurred. It is not permitted to undertake any repairs by oneself.

2.6.4 Readers must leave the library installations behind in such a manner that it does not obstruct their continued normal use by others. If a computer is found with an active application or log-in, such application or log-in must be closed immediately and readers must log in with their own access data.

2.6.5 Items available in the open stack areas may be taken off the shelves by the readers themselves, and are to be returned to library staff after use.

2.6.6 Items available from the closed stacks are withdrawn by library staff upon order.

2.6.7 Media ordered for use in the reading rooms will remain on hold for one week and returned to the stacks thereafter.

2.6.8 Media are not made available, or only made available with limitations, if such an action is necessary for statutory or conservation reasons or in the interest of security. Any use of such media may only take place within the rooms that are provided for that purpose.

2.6.9 The availability of media depends on the given library site.

2.6.10 Admission for use of the library for purposes of teaching and research may be withdrawn or limited for good reasons.

2.6.11 The libraries offer no guarantee that IT installations are of working order.

1. Use of digital resources:

Digital resources are only available for education, research, and teaching purposes. The use of resources for third parties, commercial use, systematic downloading, and the re-publication of contents is not permitted.

2. Readers are obliged to comply with applicable statutory stipulations when using the digital resources and programmes that are made available. In particular, these stipulations include copyright laws, licencing agreements, data protection and privacy law, and usage restrictions. If KHM Museumsverband is made liable for injury of the rights of third parties caused by readers, the reader must make up for all detrimental effects incurred thereby and hold KHM Museumsverband harmless.
3. Passwords obtained in connection with research in the digital resources of the libraries must be kept confidential and must not be passed on to other persons.
4. The use of and access to digital resources (e.g., databanks, e-journals, e-books, and other online services) is subject to the licensing agreements made with the relevant providers and publishing companies.

2.6.12 Document delivery:

Items that are not available at the libraries may be ordered via a document delivery service for researchers from within KHM Museumsverband by library staff upon request.

2.7 Loan Eligibility

- 2.7.1 The library collections are reference collections and may only be used on site in the libraries by external users after presentation of a photo ID and registration in the reader database. Exceptions to the guidelines for loaning of media are made at the given library directors' discretion. Certain media may be borrowed by external users after consultation at the Weltmuseum Wien site (see section 2.7.6).
- 2.7.2 The members of KHM Museumsverband are entitled to borrow media for taking to their offices.
- 2.7.3 In principle, media or materials may be collected by third parties. The account holder is liable for media or materials that are collected by third parties. It is possible to grant a permanent collection authorisation. Such an authorisation may be withdrawn by the account holder at any time.
- 2.7.4 Borrowing slips must be completed (in digital form or by hand) without exception for all loans, and a placeholder must be placed on the shelf at the location of the borrowed medium.
- 2.7.5 The loan period for members of KHM Museumsverband ends on the date of their leaving KHM Museumsverband. Borrowed media must be returned to the library in possession of the medium at least one month prior to the end of the employment.
- 2.7.6 For readers from outside of KHM Museumsverband who have been granted borrowing permission by the library directors, the loan period ends after thirty days. A single extension is permitted as long as it is carried out before the end of the loan period and the medium in question has not been pre-booked.

2.8 Restrictions to Borrowing and Loans

- 2.8.1 The following items are generally excluded from borrowing:
 1. Media that are defined as reference items or are required for permanent presence in the libraries (such as, e.g., reserve collections, reference works, etc.);
 2. Media that were published before 1900;
 3. Media that are particularly deserving of protection or that are particularly valuable.

- 2.8.2 In particular exceptional cases, the libraries are entitled to the following:
1. to set a reduced loan period;
 2. to demand return of a borrowed medium before the loan period has ended.

2.9 Borrowing and Returns

- 2.9.1 Media are loaned from and logged back into the library system by library staff.
- 2.9.2 Media that have been made available for borrowing by persons from within KHM Museumsverband may be collected from and returned to the library in possession of the medium. Returns to other libraries are fundamentally not permitted.
- 2.9.3 Media contained in the collections of the institutions may be picked up directly at their location and also returned there directly. The library in charge must be notified of the loan and return (either by placing a direct booking in the library system, or by e-mail, by phone, or in person on site).
- 2.9.4 Media that have been borrowed within an institution must be returned to the library in charge in accordance with the Terms and Conditions and may only be borrowed by other colleagues after that return has taken place.
- 2.9.5 Persons from outside of KHM Museumsverband may order up to ten titles or portfolios (from the manuscript collection) per day.
- 2.9.6 Any person who does not comply with the demand to return a medium is not permitted to borrow further media or to extend any loans until the return has been completed.
- 2.9.7 Repeated failure to make a return after the third reminder has been issued may result in a limited withdrawal of the permission to take out loans, in the case of repeat offences also with a permanent withdrawal of that permission.
- 2.9.8 If a library has a notification service in place, this constitutes a voluntary service. An absence of return notifications does not release readers from the obligation to make returns on time.
- 2.9.9 If any issues arise with the loaning system while loans are being placed by KHM Museumsverband employees outside of library service times, so that it is not possible to place a loan in accordance with the Terms and Conditions, the library must be informed immediately of any media that have been taken out. Such notification can be made by telephone, by e-mail, or by leaving a written note at the front office desk.

2.10 Film and TV Recordings, Events, Marketing

- 2.10.1 Recordings for film or TV, photography as well as events in the library sites are subject to prior written approval. Marketing measures, such as, e.g., the distribution of flyers or affixing posters, are subject to prior permission by the KHM Museumsverband press department.
- 2.10.2 The above-mentioned permissions and approvals may be subject to fees. Costs and efforts that arise to KHM Museumsverband in the context of any activities listed in section 2.10.1 will be charged onwards. Furthermore, the general KHM Museumsverband Terms and Conditions for Events apply.

2.11 Reproductions for Use in Media

- 2.11.1 Use and application of reproductions from media that are contained in the library collections in order to represent these in media pursuant to section 1 para 1 of the Austrian Media Act, Mediengesetz, are permitted subject to copyright stipulations. You must include 'KHM Museumsverband', the name of the library, and the shelfmark in the source information. Any fees charged for the above-named use of reproductions will be calculated by the type of use and shall be determined by the KHM Museumsverband Reproductions Department.
- 2.11.2 Digitizations made by the libraries may be subject to licencing stipulations.
- 2.11.3 Images of the library rooms for use in media pursuant to section 1 para 1 of the Austrian Media Act, Mediengesetz, require permission by KHM Museumsverband. Every publication of images of KHM Museumsverbandes must be furnished with the note 'KHM-Museumsverband'.

2.12 Violation of the Libraries' Terms and Conditions of Use

- 2.12.1 If a person violates the Terms and Conditions of Use for the KHM Museumsverband libraries or if it appears untenable to admit them to use the library, even after a single serious violation of the Terms and Conditions, the director of the library has the right to limit the right of admission or withdraw that right either for a limited period of time or permanently, notwithstanding any prosecution in civil or criminal law.
- 2.12.2 Appeals made against restriction, refusal, or withdrawal of the right to use the libraries are subject to the decision of the director general responsible for the libraries after having heard the library director.

2.13 Privacy

KHM Museumsverband processes the personal data supplied by readers to fulfil contractual obligations or pre-contractual measures (GDPR s 6(1)(b)) that are taken in the context of registration upon reader request.

Data is processed for the following purposes:

- Registration of the reader account
- Documentation of the use of the libraries
- Borrowing at the Weltmuseum Wien site upon prior agreement
- Safeguarding the library holdings
- Contacting readers as needed

Readers' personal data are stored for the duration of active use plus one year. If fees are incurred, the relevant data are stored for the duration of the contract plus seven years thereafter (GDPR s 6(1)(b) in connection with the Austrian Federal Fiscal Law [BAO] s 132 resp. Austrian Commercial Code [UGB] s 212).

Find more information on data processing by KHM Museumsverband in our Privacy Policy:

<https://www.khm.at/en/privacy-policy>

In order to administrate reader accounts, KHM Museumsverband uses the service provider OCLC with headquarters in Germany, with whom a corresponding job processing agreement was entered. Find the OCLC privacy policy here: <https://policies.oclc.org/en/privacy/gdpr-analysis.html>.

3. Further Applicable Rules and Regulations

1. [KHM Museumsverband House Rules \(General Terms and Conditions\)](#)

2. [KHM Museumsverband Privacy Policy](#)

4. Document Information

The Terms and Conditions of the Libraries will be evaluated at regular intervals and amended as needed.

Version: 1.3

Taking effect on: 7 Nov 2024

Valid until: revocation

Amended on: 12 March 2025