



Terms of Use for the Communication, Information and Media Centre (KIM) of the University of Hohenheim

Translated, unofficial reading version of the
„Benutzungsordnung für das Kommunikations-, Informations-
und Medienzentrum (KIM)“ of the University of Hohenheim
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AMTLICHE MITTEILUNGEN

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On the basis of § 19 subsection 1 sentence 2 number 10 of the State University Act (LHG), last amended by article 1 of the law on 13 March, 2018 (GBl. 2018, p. 85), the senate of the University of Hohenheim agreed to the following Regulations on 10 July 2019 for the Communication, Information and Media Centre (KIM) of the University of Hohenheim:

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§ 1 Tasks of the KIM

The Communication, Information and Media Centre (KIM) of the University of Hohenheim is an information centre as defined by § 28 LHG and serves for research, teaching, studies, training and further education at University of Hohenheim. The KIM is responsible for supplying the university with IT services, literature and other media. Furthermore, the KIM fulfills tasks in terms of supplying literature from around the country. The KIM is managed and supervised by the Rectorate.

Upon entering the rooms of the KIM or upon using its services, users undertake to comply with the regulations set out in these terms of use.

§ 2 Definitions

Affiliates	Affiliates are persons who are employed at the university without being a member of it (§ 9 Subsection 4 sentence 1 LHG), as well as persons defined as members in the University Charter.
Authentication information	Authentication information in terms of these regulations is, for example, passwords, personal PINs or private keys.
User card	Machine-readable card which can be used for authentication and is not transferable.
User account	A user account in terms of these regulations is an access authorisation to the services of the KIM requiring authentication information.
Data and Telecommunications Secret	The protection of personal data on the basis of the applicable laws (e.g. Regional Data Protection Act, Telecommunications Act, Code of Criminal Procedure).

Services	Services in terms of these regulations are services of the KIM which are provided for telecommunication, information processing as well as offering and using data and information regardless of whether they are in electronic form or in printed form. Services also include training seminars and information as well as one-off services such as printing, duplication, binding, equipment hire and video conferencing. The regulations on usage are published in the appropriate form.
Data processing programs	Data processing programs in terms of these regulations are data processing programs of the KIM or third parties provided by the Communication, Information and Media Centre for use.
Facilities of the Communication, Information and Media Centre	The facilities of the KIM include data processing systems (computers), communication and information systems (networks and their components), data media and other equipment, systems and rooms of the KIM and third parties, to the extent that they are made available by the Communication, Information and Media Centre.
Information offerings	Information offerings in terms of these regulations are library holdings and electronic information (e.g. electronic journals and databases).
Library holdings	Library holdings in terms of these regulations are all data media, for example, books, journals, films, microfiches, digital storage media.
Members	Members are persons named in § 9 Subsection 1 sentence 1 and 2 LHG .
Users	Users in terms of these regulations are natural persons or legal entities availing of the services of the KIM.
User ID	A User ID is an ID issued by the KIM. It is linked to a user account. Only one User ID is allocated to a user within the period of validity of a User ID.
Call number	The call number in terms of these regulations is the clear labelling of a medium for purposes of classifying it in the holdings.
Status	Status in terms of these regulations describes the category to which the user is assigned.

§ 3 Users and Admission

- (1) Members, affiliates and institutes including the administration of the university are authorised to use the services of the KIM. The scope of functions of a service or several services provided by the KIM may for example be restricted/reduced/changed for particular user groups. The head of the KIM or a person he/she has authorised will determine the scope and manner of functions.
- (2) Other users may be authorised to use the library's services within the framework of agreements in terms of § 6 LHG Subsection 3 or other cooperation agreements.
- (3) Admission is granted exclusively for scientific purposes in research, teaching, study courses, for purposes relating to university administration, student self-administration, training and continuing education as well as to carry out other tasks of the university as described in § 2 LHG. This is without prejudice to the use following approval in special circumstances, notably in cases of secondary employment availing of the facilities, staff or materials of the employer.
- (4) Furthermore, the following may be admitted to use the library's services:
 - a) Persons resident in the Federal Republic of Germany;
 - b) legal entities, public authorities, institutes, institutions, companies and associations with headquarters in the Federal Republic of Germany;
 - c) all libraries participating in the international, German and regional inter-library loan system. Other persons not resident in the Federal Republic of Germany can also be admitted. Admission may be granted conditionally.
- (5) The regulations on the conduct of research using third party resources shall remain unaffected.

§ 4 Types of user authorisation

- (1) A personal or institutional user authorisation will be issued for services which are repeatedly used on a regular basis. User authorisation may be on a temporary basis, a renewal is possible. For students of the university, user authorisation ends with exmatriculation, for employees at the university upon withdrawal from the employment relationship. The library's services may be further used upon request.
- (2) User authorisation is not transferable. The transfer of authentication information is not permitted. In specific terms, authentication information may not be provided to third parties to enable them to use a service, such as a Cloud or e-mail collection service. Services provided collaboratively by the state of Baden-Wuerttemberg, such as bwHPC, are excluded from this.

§ 5 Admission procedure (personal and institutional user authorisation)

- (1) If the personal or institutional user authorisation is not issued upon establishment of membership without a separate application, it must be requested in written form on a form provided by the KIM. If the technical requirements are met, the application can be submitted electronically.
- (2) Unless otherwise agreed, the user authorisation comprises the services offered by the KIM. Hardware may also be required to use additional services, e.g. in the form of a chip card.
- (3) The application for personal user authorisation must include the following information:
 - a) Surname, first name, gender, date of birth;
 - b) requested status, time limit if applicable;

- c) Students of the university: Address, matriculation number, course of study if applicable;
 - d) Employees of the university: Office address;
 - e) Non-members: address; additional contact data such as telephone number, email address and fax on a voluntary basis;
 - f) if applicable, description of the purpose of use and the project planned;
 - g) if applicable, name of the requested services and/or facilities of the KIM;
 - h) signature.
- (4) The application for institutional user authorisation must include the following information:
- a) Institution, name, address, signature of the authorised representative;
 - b) Surname, first name, address and telephone number of a contact person;
 - c) additional contact data such as telephone number, email address and fax on a voluntary basis.
- (5) Information which goes beyond the data referred to in Subsections 3 and 4 may be collected for the purposes of the service, if this is necessary for making a decision about the application or for its processing.
- (6) If the personal or institutional user authorisation was not issued upon establishment of membership without a separate application, an official identification with a passport photo and possibly proof of address may be demanded along with the application and/or prior to first-time use. In lieu of an official ID, members and affiliates of the university can also present an employee ID card or a confirmation note from the administrative office. The KIM provides relevant forms. The KIM may make admission of minors who are not studying or employed at University of Hohenheim contingent on the legal guardian providing their consent and a directly enforceable guarantee for any liability claims resulting from the use of the facilities.
- (7) A library card is issued for use of the library's services of the KIM. The ID card must be kept carefully and be presented with each borrowing. In general, students at the University of Hohenheim can use their student card as a library card.
- (8) The Communication, Information and Media Centre can make admission to use its services contingent upon the verification of specific knowledge concerning the use of the requested services or facilities of the KIM.
- (9) The user authorisation can be restricted in terms of scope and/or time. The user authorisation may be accompanied by use-related conditions and requirements in order to guarantee correct and smooth operation.

§ 6 Refusal, restriction, modification, lapse or revocation of the user authorisation, sequence and allocation

- (1) The user authorisation becomes void
- a) upon deregistration by the user;
 - b) at the end of a temporary user authorisation;
 - c) as a result of revocation or exclusion.
- (2) If the existing resources for a comprehensive processing of all usage requests do not suffice, the KIM may lay down a chronological order for the order processing or allocate the resources of individual users. The KIM has the right to guarantee the processing sequence of orders using appropriate measures.

- (3) The user authorisation may be refused on a temporary or permanent basis, be revoked or modified at some later stage, in particular if
- a) there is no appropriate application or order or the information provided in the application does not or no longer applies;
 - b) the requirements for the appropriate use of services do not or no longer exist;
 - c) the purpose of use or the planned project is not compatible with the tasks of the KIM or the purposes referred to in § 3;
 - d) the existing services or facilities of the KIM are unsuitable for the requested use or reserved for specific purposes;
 - e) the capacity of the resources, for which an application for use is being made, is not sufficient because of current levels of use
 - f) data protection concerns require this;
 - g) it is anticipated the requested use would have an inappropriate adverse effect on other authorised projects;
 - h) the export conditions or licence agreements prohibit access or use by certain users;
 - i) a payment obligation has not been fulfilled on time.
- (4) Similarly, the user authorisation may be refused on a temporary or permanent basis, be revoked or modified at some later stage, if
- a) a user flagrantly breaches these terms of use, particularly the obligations referred to in § 7 (abusive conduct) or
 - b) a user misuses the resources of the KIM for criminal activities or
 - c) any other illegal conduct of the user results in or threatens to result in disadvantages for the university.

Measures in accordance with Subsection 1 should be taken only after prior warning has proved unsuccessful. The party concerned must be given an opportunity to issue a statement. If required, he/she must be given the opportunity to back up his/her data.

- (5) The head of the KIM or a person authorised by him/her decides on a temporary restriction of use. It must be lifted as soon as appropriate use has been guaranteed once more.
- (6) A permanent restriction of use or the complete exclusion of a user is considered only in the event of serious or repeat breaches within the meaning of Subsection 4, even if appropriate conduct is no longer anticipated in the future. On request by the KIM, the decision concerning permanent exclusion will be made by the Rector or a person authorised by him/her. Any claims on the part of the KIM arising from the usage relationship will remain unaffected.
- (7) The user is not entitled to claims for compensation on the grounds of a restriction of use or exclusion of use.

§ 7 Rights and obligations of the users

- (1) Users have the right to use the services and facilities of the KIM within the scope of the issued user authorisation and in accordance with these terms of use.
- (2) Users are obligated,
- a) to comply with the requirements of the term of use and adhere to the limits of user authorisation and to comply with the uses as per § 3;

- b) Changes to the personal information provided in the application or order must be notified without delay and without being asked. This includes, in particular, any changes made to names and address including the email address or change in the user group. Any person who does not observe this obligation will be liable for all costs and disadvantages resulting therefrom. If the prerequisites for admission are no longer fulfilled, he/she is obligated to return without delay all borrowed library holdings as well as any and all library cards.
- c) to prohibit everything that interrupts the normal operation of the KIM;
- d) to treat all data processing systems, information and communication systems, library holdings and other facilities of the KIM with care and consideration. In particular, it is prohibited to make notes and underlines in books, journals and other library holdings. Loose-leaf publications may not be taken from their folders. The same applies to the property of third parties which the KIM makes available;
- e) to ensure that no other person obtains their authentication information. Select a password that cannot be easily guessed. Immediately inform the KIM should you suspect that third parties may have obtained your authentication information. Moreover, comply at all times with § 4 Sect. 2;
- f) to report without delay the loss or theft of a user authorisation to the relevant desk of the KIM;
- g) to neither ascertain nor disclose or use the authentication information of other users'
- h) to use the authentication information assigned to them for authentication and, in the case of § 8 Sect. 5a, to use the mobile data carrier issued for this purpose. The loss of the mobile data carrier pursuant to § 8 Sect. 5a must be reported immediately to KIM;
- i) not to access third party data and information without authorisation and not to circulate, personally use or change known third party data and information without permission;
- j) to use the existing resources and utilities in a responsible and economic manner;
- k) when using software and information, to comply with the legal provisions, taking particular account of copyright, and to comply with the licence conditions with which software and information is made available. The KIM will provide information on the applicable licence conditions on request;
- l) to neither copy nor circulate to third parties software and information or other data made available by the KIM, unless this is explicitly allowed, nor to use it for purposes other than those intended;
- m) not to use or duplicate learning, practice and working materials provided through the services of the KIM beyond the scope of one's personal use. The sale, transfer, publication or any other provision of this material, including articles in newsgroups, mailing lists, electronic noticeboards or other electronic marketing channels outside the University of Hohenheim – is not permitted. This does not include the use on an occasional and irregular basis of insubstantial parts and materials in student research papers, presentations and articles, provided that the copyright law provisions are maintained. This consent is linked to the requirement that every use is identified by a correct source note.
- n) to obey the instructions of staff in the rooms of the KIM to comply with any and all house rules;
- o) not to remedy incidents, damage and faults with facilities and library holdings of the KIM oneself, but to report them to the staff of the KIM;

- p) without the explicit consent of the KIM not to interfere with the hardware installation of the Communication, Information and Media Centre and the configuration of the operating systems, the system files, the system-related user files and the network, in particular not to introduce private systems into the information and communication infrastructure of the university which interfere with or expand operation;
- q) to safeguard their own systems which are brought into the university's information and communications infrastructure with technical and organisational measures (e.g. installing updates, antivirus software with the latest virus signatures, activated personal firewall) so that they do not pose a risk;
- r) to refrain from operating radio systems which would interfere with or expand the radio infrastructure of the KIM. In general, radio systems may be operated only after prior consultation with the Communication, Information and Media Centre;
- s) to provide the head of the KIM or a person authorised by him/her upon request in legitimate individual cases, notably where abuse is suspected, with information on programs and methods used for troubleshooting and monitoring purposes as well as grant them access to programs;
- t) to notify the KIM of the processing of personal data and, without prejudice to the personal data protection obligations and responsibility of the user, to make allowance for any applicable technical and organisational measures proposed by the Communication, Information and Media Centre.
- u) to use the services and facilities of the KIM in a manner that does not breach applicable legal provisions, taking particular account not to store any prohibited content on data processing systems of the KIM or transport such content via the linked networks. While not complete, particular reference is made to the following legal provisions:
 - i. Data espionage (§ 202a StGB - German Criminal Code), phishing (§ 202b StGB) and acts preparatory to data espionage and phishing (§ 202c StGB);
 - ii. Data modification (§ 303a StGB) and computer sabotage (§ 303b StGB);
 - iii. Computer fraud (§ 263a StGB);
 - iv. Dissemination of pornographic images (§ 184 StGB), particularly the dissemination, acquisition and ownership of child pornography (§ 184b StGB);
 - v. Dissemination of propaganda of unconstitutional organisations (§ 86 StGB) and sedition (§ 130 StGB);
 - vi. Defamations of character such as slander or libel (§§ 185 et seq. StGB);
 - vii. Breach of the secrecy of telecommunications (§ 206 StGB);
 - viii. Copyright breaches, e.g. due to duplication in violation of copyright of software or other protected works (§§ 2, 15 et seq., 97 ff. of the UrhG - German Copyright Act);
 - ix. Trademark breaches (§§ 14 et seq. of the MarkenG – German Trademark Act);
- v) to check the condition of the library holdings, equipment including accessories and so on handed over to him/her at the reception desk and to report without delay any and all obvious damage. If this is not reported, the user must prove in the event of a dispute that he/she already received the library holdings in a defective condition. The circulation of borrowed library holdings, equipment including accessories and so on to third parties does not exempt the borrower from liability;

- w) ensure that also in the event of he-she being personally prevented, the borrowed library holdings will be returned on time;
- x) to maintain silence with regard for the other users in all of the rooms of the KIM intended for use, in particular in the reading rooms. Eating and drinking as well as using mobile phones is only permitted in the designated rooms. Smoking is absolutely prohibited. Animals must not be brought into the library;
- y) With exception of computers, coats and other items of clothing, umbrellas, bags and other larger objects must be locked away in the wardrobe lockers before entering the reading rooms. Keys to the lockers will be provided subject to a deposit. The wardrobe lockers are available to users of the KIM only during the library opening hours. They must be emptied when the building closes. The KIM is entitled to open any lockers that have not been emptied and to place the contents of these lockers in special storage.

The key deposit shall be forfeited in the event that keys to the lockers are not returned within the granted period of use. In the event of loss of the key or improper use of the locker, a processing fee will be charged in addition to compensation.

§ 8 Rights and obligations of the KIM

- (1) The KIM administers user files through the issued user authorisations where the user IDs and the information of the admitted user contained in the application in accordance with § 4 as well further data required for conducting the user relationship are listed.
 - (2) Six months at the latest after lapse of the user authorisation or termination of the order relationship, the personal data collected with the application or order is anonymized or erased, unless division-specific storage regulations require longer storage of data or the storage of data is required to secure or implement claims still outstanding from the usage relationship .
 - (3) As far as this is necessary for troubleshooting, for securing operation, for system administration and modification or for reasons of system security as well as to protect user data, the KIM may temporarily restrict the use of its resources or temporarily block individual User IDs. Where possible, the affected users must be informed thereof in advance.
 - (4) Insofar as the well-founded suspicion exists that a user makes improper use of services and facilities of the KIM or misuses them for criminal activities, the KIM may place restrictions on use until the legal situation and circumstances have been duly explained.
 - (5) The KIM is entitled to investigate the systems connected to the infrastructure of the Communication, Information and Media Centre. Furthermore, the KIM is entitled to review its security by carrying out regular manual or automated measures in coordination with the user directly affected. The KIM is entitled to take necessary protective measures (e.g. by changing passwords that can be easily deciphered or temporarily blocking the user account) on its own systems in order to protect the facilities of the KIM and user data from unauthorised access by third parties. In case of necessary changes to user passwords, access authorisations to user files and other user-related protective measures, the user must be notified immediately thereof.
- a) The KIM may issue mobile data carriers, e.g. hardware tokens, for technical verification of access authorization to its services in addition to user ID and password queries. These data carriers must guarantee the provision of the necessary authen-

tication information and its security in accordance with the latest technological developments.

- (6) The KIM is entitled in accordance with the regulations below to record and analyse the utilisation of the services and facilities of the KIM by individual users, but only to the extent that this is necessary.
 - a) to guarantee proper operation;
 - b) for resource planning and system administration;
 - c) to protect the personal data of other users;
 - d) for billing purposes;
 - e) for detecting and removing incidents;
 - f) for clarifying and preventing illegal or abusive use.
- (7) The KIM is entitled to take appropriate measures in compliance with the data and telecommunications secret, provided this is necessary for removing current incidents or for clarifying and preventing abuse if factual evidence is at hand to prove this.
- (8) The traffic and use data may be recorded within the framework of the legal provisions.
- (9) The utilisation of the services and facilities of the KIM documented under the requirements of Subsections 7 and 8 may only be processed for the purposes outlined in Subsection 6 and must be erased without delay after lapse of the necessity for further storage.
- (10) In case of factual evidence proving the existence of criminal activities, the KIM is entitled to even apply evidence-securing measures to third parties. The university explicitly reserves the right to institute penal measures as well as the pursuit of claims under civil law.
- (11) In accordance with the legal provisions, the Communication, Information and Media Centre is obligated to respect the data and telecommunications secret. If personal data is disseminated, the Communication, Information and Media Centre is obligated to take account of the requirements under the data protection law.
- (12) It is the declared aim of the KIM to process as little personal data as possible.
- (13) Before the user account and related email address are deleted, for example because the affiliation with University of Hohenheim has ended, the user will be notified of the impending deletion at least once in an email sent to the email address tied to the user account at least four weeks in advance. This will not apply if the date of leaving is entered at a point when the time remaining until the end of affiliation is not sufficient to observe this grace period. In this case, notification will be made once the change is entered into the system.
- (14) The right to use the email address ends together with the affiliation with the university. Generally, a personal email address used previously is not assigned to a new user until two years after the end of affiliation with the university.
- (15) When deleting the rights of use, the KIM is entitled to delete the data which the user stored and which can be accessed with their rights of use. This includes backup files. A separate notification will not be sent.

§ 9 Liability on the part of the users

- (1) The user is liable within the scope of the legal provisions and labour legislation for all damage which the university suffers due to the abusive or illegal use of the facilities, library holdings

and user authorisations of the KIM or that it suffers as a result of the user flagrantly failing to fulfil his/her obligations arising from these terms of use.

- (2) The user is liable for damage which is caused by third-party use within the framework of the access and use options put at his/her disposal, if he is responsible for third-party use, notably in the event of forwarding of his user authorisation, his user ID or his authentication information to third parties. In this case the university may also demand a usage fee for third-party use from the user in accordance with the fee regulations.
- (3) The user must indemnify the university from all claims if third parties raise claims for compensation, omission or in any other way against the university on grounds of abusive or illegal conduct of the user.
- (4) The user is strictly liable for damage and loss to borrowed library holdings or property made available by the KIM. When dealing with damage and loss, the KIM will determine the form of compensation after obligatory assessment of the damage. In the event of loss, the user must pay the full compensation.

§ 10 Liability on the part of the University

- (1) The university cannot guarantee that the services of the KIM will be provided error-free and will not be readily subject to interruption. Any data losses due to technical incidents as well as the interception of confidential data from unauthorised access by third parties cannot be excluded.
- (2) The university will not assume any responsibility for the correctness of the data processing programmes provided. In addition, the university is not liable for the content, notably for the correctness, completeness and up-to-datedness of the information to which it only provides access for use.
- (3) The university is not liable for the loss or the damage to objects or data which are brought into the facilities and rooms of the KIM or are used in connection with these places. The disclaimer also relates to money and valuables.
- (4) For the rest, the university is liable only in cases of deliberate intent or gross negligence of its staff, unless flagrant breach of material cardinal obligations arises. In this case the liability of the university is limited to typical damage foreseeable upon establishment of the usage relationship unless deliberate or gross negligent action is present.
- (5) The KIM is not liable for damage which the user has suffered due to the criminal activities of third persons.
- (6) Possible public liability claims against the university remain unaffected by the above regulations.

§ 11 Checking, lost property, property rights

- (1) The staff of the Communication, Information and Media Centre are entitled,
 - a) to demand official identification from the user;
 - b) to ask to see the contents of folders, bags and similar.
- (2) The Communication, Information and Media Centre treats abandoned objects as well as the content of lockers and compartments not cleared on time as lost property.
- (3) The Rector exercises property rights in the rooms of the KIM. This may be transferred to the head of the KIM if required.

§ 12 Lending service for IT systems and components

- (1) The KIM may provide individual objects for general lending or permit lending in individual cases (objects loaned). There is no entitlement to lending.
- (2) The user must state upon request the intended loan period and the intended purpose of use.
- (3) The KIM is entitled to limit the number of objects on loan to a user at any one time or impose conditions on use.
- (4) The KIM may demand a fee for the loan. The fee should contain a payment for consumable items.
- (5) The KIM is exclusively responsible for carrying out repairs. The user is explicitly prohibited from carrying out repairs.
- (6) The user is liable for damaged or partially returned objects loaned even if no fault is attributable to him.
- (7) It is not permitted to circulate library holdings, equipment including accessories and so on to third parties unless the KIM has granted explicit permission for this.

§ 13 General borrowing regulations for library holdings

- (1) In general, subject to the presentation of a library card, the library holdings can be borrowed for use outside of the library building. The following in particular are exempt from this:
 - a) Reference holdings in the Departmental Library;
 - b) Holdings in the bibliographic section and other reference holdings and collections;
 - c) Media in the Central Library labelled "not for lending";
 - d) Colour plate books, maps and dictionaries;
 - e) Unbound and bound journals;
 - f) Loose-leaf publications and collections and unbound supply works;
 - g) Other media, which, for license reasons, must not be distributed, or if their securing and preservation requires restrictions;
 - h) Media ordered via inter-library loan, if the lending library makes this a condition.
- (2) The media listed in subsection 1 a-h may only be used in the designated rooms of the KIM. Exceptions must be approved by the head of the KIM or a person authorised by him/her .
- (3) The KIM is entitled to restrict the number of media borrowed by one user at any one time.

§ 14 Ordering of library holdings

- (1) In general, users must find out the call number of a work by themselves.
- (2) Users must retrieve borrowable media that are available in the open-access area by themselves and must take them to one of the circulation counters.
- (3) For orders relating to holdings not on open access the intended technical facilities must be used.
- (4) The KIM can return incomplete or unclear orders unprocessed. Telephone orders will not be accepted.
- (5) The number of orders per day and person can be restricted by the KIM.

§ 15 Acquisition of literature through the German and international inter-library loan system

- (1) The Communication, Information and Media Centre can, on request by the user, order literature that is not available in accessible libraries in Stuttgart and that is required for academic purposes from external libraries. Processing of the order takes place according to the provisions of the inter-library loan code for the Federal Republic of Germany ("Leihverkehrsordnung") in its most recent version and according to the international inter-library loan code. The number of daily orders can be restricted for individual users.
- (2) Once the desired work has arrived at the KIM, the user will be notified. When the work is picked up, his or her user account will be charged by registration or automatic scanning of the user name and order data. After the end of the loan period (compare § 18 subsection 7), media that are not picked up are sent back; they may also be sent back on the request of the external library. The ordering person must pay all fees accrued in this way.
- (3) Use of the obtained works is conditional on terms imposed by the external library. The obtained works can be borrowed, provided that the external library does not stipulate that use of the works is restricted to the reading rooms. Applications for renewing loan periods (compare § 18 subsection 7) and petitions for special dispensations must be submitted to the KIM of the University of Hohenheim on time to be passed on to the external library.
- (4) Fees and reimbursement of costs for obtaining materials in the German and international inter-library loan system are based on the fee regulations that apply to the KIM (compare § 28). The basis fee for an issued order must also be paid, even if the order cannot be carried out.

§ 16 Issue and return

- (1) A valid library card must be presented for lending purposes.
- (2) The KIM is entitled, but not obligated, to request the submission of official identification with a passport photo in addition to the library card in order to check identity.
- (3) By issuing library holdings, the approved user of the library card is charged as borrower. The KIM documents the issue by entering or automatically scanning the user and book number and also relevant book data at the circulation counter.
- (4) After dispatch of notification, ordered media will be made available for one week. If reserved or otherwise ordered media are not picked up within one week, they will be handled otherwise. Booking data will be erased and order slips destroyed.
- (5) If an ordered work cannot be borrowed (compare § 13 subsection 1), it will be made available for use on request in a reading room, provided this does not contravene § 22.
- (6) Borrowed library holdings must be returned to the point where they were issued.
- (7) The charge on the borrower is lifted upon return of the library holdings. The decisive factor in this is receipt by the responsible office of the KIM according to subsection 6. The KIM documents that the charge has been lifted by deleting the borrowing note in the borrowing system. Upon return, the borrower can demand a return receipt.

§ 17 Dispatch to external borrowers

- (1) Borrowers who do not live in Hohenheim or the closer vicinity and who do not have a library connected to the inter-library loan system between German libraries in their home town or the closer vicinity may receive the ordered works sent by post in exceptional cases, provided that ongoing operations permit this and the works are suitable for dispatch. Dispatch is

a charged, special service in the meaning of the fee regulations (compare § 28) that apply in each case to the KIM.

- (2) Costs for the return are borne by the outside borrower. He/she must return the borrowed library holdings using the same dispatch conditions with which he/she received them. The borrower carries the risk of loss or damage to the borrowed library holdings both in dispatch and also in the return, even if this is based on coincidence.

§ 18 Loan periods

- (1) The KIM lends library holdings only for a defined period.
- (2) The loan period is generally 30 days. The KIM can specify a different loan period for individual materials, parts of the holdings or the entire holdings and also for certain user groups. Changes in the loan period for the entire holdings will be announced by posting and also on the KIM's homepage.
- (3) Although revocable at any time, the loan period can be renewed, provided the medium is not required elsewhere and the borrower has satisfied his or her obligations towards the KIM.
- (4) The renewal must be carried out before the end of the loan period via the Internet or be applied for to the circulation counter in person, by phone; or in written form. Written requests for renewal will be deemed to have been approved, provided that the borrower does not receive a rejection notice. The KIM accepts no guarantee for renewing periods via the Internet. In the event of technical problems, the borrower is obligated to apply for a renewal to the circulation counter personally, by telephone or in written form.
- (5) In general, the loan period is renewed by 30 days from the date of renewal. If it is to be renewed more than three times, the medium must be presented and a new borrowing procedure must be implemented, The KIM may make different provisions for individual materials and certain user groups.
- (6) The KIM is entitled to demand the return of a medium on loan even before the end of the renewed loan period if it is reserved for another user. Library holdings can also be recalled at any time for operational purposes. In these cases, the users will receive written notification to return the item on loan; this takes place by post or e-mail.
- (7) A loan period of four weeks applies in general to the works obtained within the inter-library loan system (compare § 15). Automatic renewal is not possible. Renewal takes place subject to the consent of the lending library.

§ 19 Overdue fees

- (1) A written overdue notice is sent by post or e-mail if the loan period is exceeded (compare § 18). Overdue fees are based on the fee regulations (compare § 28) that apply to the KIM..
- (2) In the case of special loans periods (e.g. short-term loans), the KIM may impose special overdue fees for the delayed return in accordance with the Fee Regulations. A written reminder is not sent via email or post.
- (3) The overdue fee originates with entry in the user account. The overdue notice is sent to the address last notified by the user. The KIM does not bear the risk of delivery for written or electronic reminders, return requests and other notifications.

- (4) If a borrower does not comply with the return request or does not pay the fees owed, the KIM may suspend the loan of further works to him/her, refuse to renew the loan period and block further services.
- (5) If the borrowed medium has still not been returned ten days after dispatch of the third reminder, the KIM has the right to
 - a) announce a replacement purchase and embark upon it at the expense of the borrower within an appropriate period of time;
 - b) to arrange for the book to be collected by an employee of the KIM, invoicing the borrower the fees and expenses accrued in this way;
 - c) resort to other means of administrative fiat.

§ 20 Reservations

- (1) Borrowed works can be reserved by other users. The ordering party will be notified as soon as the desired item is available.
- (2) The KIM can restrict the number of reservations, and may even suspend their acceptance on a temporary basis.
- (3) Information on whether a work has been borrowed or reserved will not be provided, unless the borrower provides explicit consent to this.

§ 21 Use of the rooms of the KIM

- (1) All persons are entitled to use the rooms within the framework of the purpose named in § 1 and in accordance with the terms of these terms of use.
- (2) Work places must not be reserved. Media from the open-access area cannot be reserved. Anyone leaving the building must tidy his or her work place. Occupied, but deserted places can be cleared and reissued after thirty minutes.
- (3) The books and journals of the KIM that are used in the rooms of the KIM must be returned to their designated spaces after use.
- (4) Group work is only permitted in the designated areas. Transforming single work places into group work areas is not permitted. The KIM can issue special regulations for working in individual places (Carrels).
- (5) Use of notebooks in the reading room is permitted, unless this causes an unacceptable disturbance. The KIM can designate certain places for the use of computers.
- (6) Media from closed stacks and material owned by other libraries, excluded from borrowing outside of the library, are issued for use in the reading room at the circulation counter. Unless specified otherwise, the material must be returned there on the same day before the KIM building closes.

§ 22 Use of special or endangered library holdings

- (1) A decision will be made on the use of manuscripts, autographs, rarities, maps, plans and particularly endangered works on the basis of sound judgement and after proof of the scientific purpose has been furnished. This is only permitted at the work stations designated by the KIM for inspecting materials.
- (2) Texts and images from manuscripts, autographs, rarities, maps and image collections in the KIM may only be published with the consent of the KIM. The users are responsible for adher-

ing to the terms of copyright law. Even after approval for publication has been granted, the KIM will reserve the right to publish the texts and images itself or to permit third parties to make publication.

- (3) The user is required to send automatically and free of charge to the KIM a copy of the all publications concerning the manuscripts, autographs, rarities, maps and plans. If a free copy cannot be justifiably expected, the user is obligated to inform the KIM of the precise bibliographic data. It is not permitted to make copies of endangered library holdings.

§ 23 Reference and information service

- (1) Within the framework of its tasks, the KIM provides oral, written and electronic information, provided the work and staffing situation permits. The tasks of the KIM do not include compiling bibliographies.
- (2) Valuation of books and manuscripts is not among the tasks of the KIM.
- (3) Research in the electronic systems maintained by the KIM is carried out by the users themselves.
- (4) On request, the KIM will carry out research in external databases that are subject to a fee whenever possible and subject to reimbursement of costs.
- (5) A guarantee for the accuracy and completeness of the information provided cannot be granted.
- (6) Within the framework of its tasks, the KIM offers guided tours and seminars, whenever the work and staffing situation permits.

§ 24 Production of copies

- (1) The users of the KIM are entitled to make copies from their own material. Copies of library holdings are permitted, provided there are no circumstances that would preclude this. The user is liable for any damage to library materials.
- (2) Users must themselves adhere to the copyrights and the obligations arising from copyright. In the event that the user violates another person's copyright and if claims are raised against the KIM of the University of Hohenheim, the user is obligated to provide a waiver.
- (3) The fees for making copies are based on the fee regulations (compare § 28) applied in the KIM.

§ 25 Exceptional cases

- (1) The following cases are not use in terms of these library regulations:
 - a) Exhibition of library works and their borrowing;
 - b) Use of library holdings to make copies;
 - c) Production and duplication of photographic images and other copies by natural persons or legal entities for commercial purposes.
- (2) In these and other cases that are not subject to the library regulations, a special agreement with the head of the KIM is required in each case.

§ 26 Filming and photographing

Photo, film and television recordings require special approval. It is granted by the rector of the university.

§ 27 Advertising, attaching posters

Advertising and information material may only be put up or laid out in the designated spaces with the permission of the head of the KIM or a person authorised by him/her.

§ 28 Further provisions, fees

- (1) In order to guarantee proper operation, the head of the KIM may adopt further rules for the use of the services and/or facilities of the KIM (use agreements/conditions).
 - a) The user may access and view the use agreements/conditions described through suitable publication and made binding upon use.
 - b) Amendments to the use agreements/conditions described are announced in the same manner as in Subsection 1a and become operative upon publication. Furthermore, users are notified of amendments via email to their user account. It is recommended that users check their inbox for new messages on a regular basis.
 - c) If the amendments published in accordance with Subsection 1b are not accepted by the user, he/she must notify this in writing. As a general continuation to various use agreements/conditions is not possible, in this case the user authorisation to this service and/or facility by the user becomes void .
- (2) The head of the KIM may set the opening times for rooms of the KIM.
- (3) The collection of fees and expenses by the KIM is based on the applicable fees laws and fee regulations.

§ 29 Delegation

Tasks which are transferred to the head of the KIM on the basis of these terms of use may be transferred to the departmental managers of the KIM so that he/she may independently complete these tasks as part of their scope of duties.

§ 30 Commencement

These terms of use come into force on the day following publication thereof in the Official Notifications of the University of Hohenheim. Concurrently, the terms of use for the Communication, Information and Media Centre (KIM) of the University of Hohenheim (published 12 August 2016 in the Official Notifications of the University of Hohenheim No. 1119) are rescinded.

Hohenheim, 30 September 2019

signed

Professor Dr. Stephan Dabbert

- President -