1. Applicability

1.1 The following regulations regulate conclusion, contents and transaction of contracts covering ITS MMS services rendered in connection with ETH Zurich activities. Included in particular are:

- recording and/or transmission of educational and other events;
- production of films and animations;
- distribution of audio/video content in various formats, as well as their archiving.

1.2 These regulations are valid both for ETH and non-ETH members. Hitherto contract partners will be referred to as “customer” and “ITS MMS”.

1.3 Upon the acceptance of price quote these regulations are considered as accepted by the customer.

1.4 Any amendments or additions must be confirmed in writing by ITS MMS.

Price Quote

2.1 ITS MMS prepares a quote for the customer based on the latter’s request. ITS MMS will prepare a quote, in the case of a preparatory period of four (event recording), respectively, eight weeks (film, conference recording) between offer acceptance and execution date. In the case of a shorter preparatory period, ITS MMS will decide the preparation of a price quote on an individual basis.

2.2 Quote is valid for two months from filing.

3. Contract effectiveness

3.1 The contract between the customer and ITS MMS is effective after acceptance of price quote by signing the latter, or any other written confirmation (e-mail, contract), which refers to the quote and indicates agreement.

4. Implementation

4.1 ITS MMS is committed to competent and meticulous contract performance, details of which are clearly specified in the quote, the contract, or any other written confirmation. Generally, execution of contracted work will be by ITS MMS employees, but can be taken over by contractors authorized by ITS MMS (freelancer, assistants, technicians).

4.2 Contract amendments or additions must be in writing and are only valid after explicit approval by both contract partners.

4.3 In the case of scripted films, ITS MMS will regularly inform the customer on work progress or present interim results. The customer shall ensure that all relevant participants (sponsors, decision makers etc.) are involved in this process. After receipt of customer feedback, ITS MMS will continue with the provision of services; whereby extensive amendments can possibly lead to a corresponding quote adjustment.

4.4 Distribution of services rendered on the ETH multimedia portal is a standard part of ITS MMS services. If this is not wanted, a written request by the customer is necessary. Other distribution formats (DVD, projection system of any kind) require a separate agreement.
5. Payment

5.1 ITS MMS rates are based on effort expended, see the attached tariff list. Type of cost and rates are indicated in price quote.

5.2 Price covers all the services necessary for proper contract fulfilment. Barring any contract amendments (ref. para. 4.3), the invoice amount may not deviate more than 10% from the price quote whereas this difference stems from normal operating variances (exceeding agreed recording time, additional technical requirements, etc.). Overtime and other cost-incurring consequences caused by delays in the actual event will be invoiced to the customer.

5.3 ITS MMS will bill the customer. The latter shall forward his payment within 30 days of receipt of invoice to the account specified therein.

6. Copyrights

6.1 Event recording automatically affects the lecturer’s copy and privacy rights. Publication of a recording requires a specific written agreement with copyright clarification. If the lecturer and customer are identical, ITS MMS will present her/him with a contract to sign. If this is not the case (conference, workshop, guest lecturer), the customer shall ensure that the contract provided by ITS MMS is signed by the lecturer/s. Publication is allowed only upon ITS MMS receipt of the signed contract.

6.2 In connection with the production of scripted films (hereinafter referred to as film), a protected work within the framework of the Copyright Act can be developed. In this case, it is generally assumed that, due to the cooperation between the screenwriter as customer and ITS MMS as producer, this is a case of joint right-holders. Excluded are scenes, photographs or images included in the film as elements previously produced by third parties and part of the final product (ETH Zurich shots, Zurich impressions, etc.). Regardless of whether the partners are joint right-holders or some rights (pre-produced elements) belong to only one partner, any publication, reproduction or distribution of the film must be jointly agreed upon, whereas consent may not be withheld without reason.

In connection with the production of films, copyright and personal right issues have to be dealt with. To produce and publish a film, a written consent is needed by individuals involved to clarify these issues. If the customer is being filmed himself/herself, he/she will sign the consent forms ITS MMS provides. The customer will also take care of other individuals being filmed signing respective agreements. Publication of a film can only occur once all agreements have been transferred to ITS MMS (by post or digitally).

6.3 Regardless of the usage rights of the customer, the original film may be archived and used for promotional purposes (references) by ITS MMS. ITS MMS however is not liable to archive all footage produced. In the interest of an efficient archival, material not necessary for regular republications/modifications of a film can be disposed of at the discretion of ITS MMS.

6.4 If protected music is implemented in the film, clarification of the legal situation with SUISA or with the author is necessary (see http://www.multimedia.ethz.ch/docs). This can be done by ITS MMS (fee) or by the customer. Without a confirmed written clarification of copyright issues the film cannot be released. If the same film is used or published at a later date, in a different context, in another medium, or as was otherwise known at the date of this contract, further clarification of these rights is necessary.

7. Protecting confidentiality

7.1 Contract partners shall treat all facts that are neither public nor generally available as confidential. Confidentiality must be observed already before contract conclusion and shall continue after contract termination

8. Warranty
8.1 ITS MMS is responsible for accurate and meticulous implementation and guarantees that its services comply with contractual conditions and specifications as well as the current state of science and technology.

8.2 In the case that material provided by the customer is comprised of originals (tapes, disks), ITS MMS must receive from the customer a backup version for editing. If this is not possible, for example, due to quality loss, no claim can be made against ITS MMS for technically-related damage to the original.

9. Schedules, delays

9.1 Schedules and deadlines as agreed between contract partners are binding. The contract partner is to be informed in writing as soon as a change concerning agreed dates and deadlines seems probable.

9.2 ITS MMS cannot be held liable for delays in contract fulfilment that have not been caused by ITS MMS (e.g. relocation or cancellation of a film shooting, late submission of documents, network failure, accidents, etc.). In such cases, the contract must be adapted by both partners.

10. Cancellation / Contract Duration

10.1 If it turns out that the contracted services are not feasible due to personnel or technical problems, ITS MMS in compliance with the initial preparatory period (cf. par. 2.1), reserves the right to contract withdrawal up to 14 days before event recordings and up to 4 weeks prior to films and conference recordings. For contracts with a shorter preparatory period withdrawal is possible up to half of that time. ITS MMS must reimburse any services rendered. There will be no further claims due to withdrawal.

10.2 Basically, contract ends with contract fulfilment. Other arrangements are under reserve.

10.3 Contract may be revoked or terminated in writing by either party at any time. Services rendered up to contract cancellation must be compensated. Short-term termination of the contract to record and/or transmit an event will result in additional allowances:

- Up to 24h before the actual event: CHF 300.--
- Up to 3 days before the actual event: CHF 200.--
- Up to 4 days before the actual event: CHF 0.--

10.4 Damage claims due to untimely cancellation of contract remain under reserve. Excluded is reimbursement for lost profits.

11. Applicable law and place of jurisdiction (applies only to ETH-external customer)

11.1 As subsidiary to these provisions, the provisions of the Swiss Code of Obligations apply.

11.2 Place of jurisdiction is Zurich.