

## Module for Contracts for Architects and Chartered Engineering Consultants

### 13. Copyright / property rights

Alternative provisions related to crediting photographs:

- 13.3. The Client is obliged to allow the Contractor access to the site, at any time with sufficient prior notice and consideration of the interests of the Client, also after the end of the contract, to gather information about the structural condition or to make photographic or other records. When using these photographic or other records, the Contractor is entitled to cite his name. Citing the name of the Client as a credit requires his prior approval.
- 13.4. The Client is obliged to cite the name of the Contractor in the format “© [year], Architect/Planner: the Contractor” in any publications or announcement related to the site (also those to which § 54 Section 1 (5) Copyright Act applies), in particular photographic or other records. This also applies to photographs taken by third parties, which the Client has arranged or to which the Client has contributed – even if only by granting access to this party; in these cases the Client shall oblige these third parties to cite the name of the Contractor. The credit has to be cited in immediate proximity and/or chronological immediacy to the image of the site, taking into account the communication medium. The Contractor has the right to withhold the right of the Client to issue publications with the name of the Contractor if the contractual relationship has been prematurely terminated or if the project has subsequently been changed without the approval of the Contractor.
- 13.5 All of the rights and obligations stated in and related to point 13 pass to any full legal successor of the contractual parties. The Client is obliged to transfer the rights and obligations related to point 13 to any individual legal successors, or to impose the obligation upon transfer of powers to a third party (e.g. tenants), so that any successors are also bound to these rights and obligations.