

INTERNAL

General Terms and Conditions ITS Infrastructure for using "Multimedia" services

1. Scope

- 1.1 Multimedia Production (MMP) and Multimedia Technologies (MMT) are part of the Infrastructure division of the IT Services department (ITS INFRA) and provide services in the "Multimedia" section area to ETH members and external parties.¹
- 1.2 These conditions govern the conclusion, content and execution of services provided by MMP and MMT. This includes in particular:
 - the technical support of events
 - the recording and/or live streaming of lectures or events
 - the production of video and audio formats
 - their distribution and archiving, as well as
 - the implementation of video conferences or the support of web conferencing
- 1.3 These conditions apply to both ETH members and non-ETH members. The party ordering a service or – if external – the contracting party shall hereinafter be referred to as the "customer" and the service provider as "ITS INFRA".
- 1.4 With the acceptance of the offer for services subject to a charge and/or use of a free service, these conditions shall be deemed to have been accepted by the customer.
- 1.5 Further conditions according to the service description or service level agreement of the respective service shall apply in addition to these conditions.

2. Offer

- 2.1 ITS INFRA shall provide the customer with an offer for chargeable services on request; the offer will be valid for two months from the date of the offer.
- 2.2 The employees and material specified in the offer are not bindingly guaranteed. The employees and material planning begins with the acceptance of the offer. By accepting the offer, the customer authorises ITS INFRA to freely plan the employees and material as

¹ <https://ethz.ch/staffnet/en/it-services/catalogue/multimedia.html>.



needed. ITS INFRA will inform the customer of the results of the planning.

3. Conclusion of the contract

- 3.1 The contract between the customer and ITS INFRA is concluded by acceptance of the offer. Offers and their acceptance are communicated by email.
- 3.2 Amendments or supplements to the contract shall be made by email and are only valid if expressly agreed to by the contracting party.

4. Withdrawal / Contract term

- 4.1 The contract ends in principle with the provision of the service in accordance with the contract. We reserve the right to make other arrangements.
- 4.2 The contract may be revoked or terminated by either party at any time by email. The services provided by ITS INFRA up to the early termination of the contract must be paid for in any case.
Furthermore, the following standard rate costs are to be paid for external personnel or materials already used: Withdrawal
 - more than 8 weeks before the project start date/event: no cost
 - more than 4 weeks before the project start date/event: 20% of the costs
 - more than 1 week before the project start date/event: 50% of the costs
 - more than 1 week before the project start date/event: 80% of the costs
 - on the project start date/day of event: 100% of the costs
- 4.3 Claims for damages due to untimely termination of the contract remain reserved. Compensation for loss of profit is excluded.

5. Dates, Delays

- 5.1 The dates and deadlines agreed between the contracting parties for performing the contractual services are binding. As soon as a deviation beyond the usual operating standard becomes apparent, the contractual partner will be informed in writing and the offer updated if necessary (cf. 7.1 and 7.2).
- 5.2 Delays in fulfilment of the contract, which were not caused by ITS INFRA (e.g. cancellation of a shooting date, network failures, etc.), cannot be blamed on ITS INFRA.

6. Guarantee, Execution

- 6.1 ITS INFRA is responsible for faithful and careful execution in accordance with the offer and/or other agreements (email is sufficient).
- 6.2 Performance of the contract is carried out by employees of ITS INFRA or by third parties acting on behalf of ITS INFRA (assistants, external companies, freelancers, etc.).

7. Compensation

- 7.1 The price according to the last offer covers all services required for the performance of the contract. The invoice amount may deviate from this by a maximum of 5% without justification (usual operating variations).
- 7.2 If the production period agreed upon in the last offer (duration of an event, delayed communication, etc.) is exceeded due to reasons for which the customer is responsible, the additional costs caused by this will also be invoiced to the customer and justified.
- 7.3 ITS INFRA will invoice the customer. The customer will make payment within 30 days of

receipt of the invoice to the account specified therein (external customer) or via SAP/ETHIS (internal).

8. Property rights

- 8.1 In connection with the production of videos (films, recordings, live streaming, etc.), copyrights and personal rights of the filmed persons are, in particular, affected. For the production and publication of a video, written permission must be granted, on the one hand by the authors (copyrights) and, on the other, by the persons recorded (personal rights) for the purpose of legal clarification. ITS INFRA will provide the relevant authorisation forms and, with the support of the customer, arrange for the signing thereof by the relevant persons. Publication of produced videos can only take place after ITS INFRA has received all the necessary forms, duly signed.
- 8.2 With regard to the production of films in the sense of script-supported productions (hereinafter referred to as film) a work within the meaning of the Copyright Act may be created. In this case, co-authorship must generally be assumed (cf. Art. 7 Copyright Act; SR 231.1) due to the collaboration between the customer and ITS INFRA. Excluded from this are sequences, photos or graphics contained in the film that become part of the final product as pre-produced elements of third parties (footage of ETH Zurich, animation, etc.). Irrespective of whether the contracting parties are jointly entitled to the copyright or whether certain rights are held by only one contracting party, they must agree on any publication, reproduction or distribution of the film, whereby consent may not be withheld without good reason.
- 8.3 ITS INFRA permanently archives the original final version(s) of the produced videos, but not all of the produced material (outtakes, etc.). Irrespective of the customer's rights of use, ITS INFRA may use the film for advertising purposes or as a reference.

9. Maintaining confidentiality

The contracting parties will treat as confidential all facts that are neither public knowledge nor generally accessible. Confidentiality must be maintained even before the contract is concluded, and it shall remain in force after termination of the contractual relationship for one year.

10. Applicable law and place of jurisdiction (applies only to customers outside of ETH)

- 10.1 Swiss law shall apply.
- 10.2 The legal venue shall be Zurich.

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