



Slovak Film Institute  
Bratislava

**REGULATIONS**  
**Governing Access to Film Copies of Audiovisual Works**  
**and Audiovisual Recordings, Archived Documents and**  
**Collectibles and Access to the Related Services of the**  
**National Film Archive**  
**(hereinafter referred to as the “Regulations”)**

**GUIDELINES FOR THE PROVISION OF SERVICES, LOANS AND LEASES IN**  
**THE NATIONAL FILM ARCHIVE OF THE SLOVAK FILM INSTITUTE**

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## **Part I. General Provisions**

### **Article 1**

#### **Mission, Activities, Collections and Funds of the Slovak Film Institute's National Film Archive**

##### 1.1

The National Film Archive (hereinafter referred to as the “NFA”) is a fundamental organizational component of the Slovak Film Institute, incorporated in the group of other public archives pursuant to Act 395/2002 Coll. On Archives and Registries and on the Amendment and Supplementation of Some Acts, As Amended (hereinafter referred to as the “Archive Act”). The basic rights and responsibilities of an archive founder, and the basic rights and responsibilities of the NFA are stipulated by the Archive Act. Details of the NFA position, activities, funds and collections are stipulated by the Archiving Regulations of the SFI's National Film Archive (hereinafter referred to as the “Archiving Regulations”).

The SFI is the founder of the NFA. The Ministry of the Interior of the Slovak Republic is in charge of effecting professional state supervision over the observance and implementation of the provisions of Act 395/2002 Coll. On Archives and Registries and on the Amendment and Supplementation of Some Acts, As Amended and of Ordinance 628/2002 Coll. in specialized public archives.

##### 1.2

Within the meaning of the Archive Act, the NFA's mission is, in particular, to take care of archived documents prior to archival, to receive, protect and make them available, to create their conservation copies and to operate the archival information system. Pursuant to the Archiving Regulations, the NFA's basic role is to acquire, collect, preserve, technically process, protect, restore, use and make available archived documents and library documents, especially those coming from:

- a) funds and collections of archived documents which consist of film and other audiovisual recordings, their accompanying materials and documentation materials in visual, written and graphic form, which relate to the individual cinematographic and audiovisual works, authors, performing artists and producers of audiovisual recordings, as well as to other film organizations, film events and other public events related to the audiovisual heritage and cinematographic culture of the Slovak Republic; NFA's archived documents constitute a significant part of Slovakia's cultural heritage, they are a testimony to the society and its history and they document the emergence and development of film art and cinematographic culture;
- b) the specialized library focused on cinematography and audiovision.

##### 1.3

The NFA's collections and funds, as an important part of the cultural heritage, are national property protected by the state, which have been entrusted to the archives of the SFI's NFA. The NFA's archive funds and collections consist, in particular, of:

- a) the SFI's archive fund;
- b) a collection of original materials (reproduction and protected materials) and reproductions of Slovak cinematographic and other audiovisual works;
- c) a collection of materials from the archives of the state enterprise, Slovak Film Production Bratislava – Koliba (materials for the production of films, economic and human resources documents and other documents), for which the SFI holds the rights or exerts rights on the basis of contracts with third parties, or on the basis of generally binding laws and regulations;
- d) a selective collection of reproductions of foreign cinematographic and other audiovisual works;
- e) a collection of reproductions of audiovisual works on analogue or digital magnetic media;
- f) a collection of reproductions of audiovisual works on compact discs and on other memory media;
- g) a collection of written documents relating to Slovak audiovisual works, filmmakers and events;
- h) a collection of the legacies of important Slovak filmmakers, a collection of materials of a graphic and fine arts nature (posters, calendars, diplomas, photographs, photonegatives, transparencies, photoalbums and others) and 3D materials.

#### 1.4

The NFA acquires, collects, preserves and makes available film and audiovisual archived documents relating to Slovak cinematography and also selective archived documents relating to significant works and makers of European and world cinematography, and it does this in compliance with the Statutes of the International Federation of Film Archives (hereinafter referred to as "FIAF") of which the NFA is a full member through the SFI.

#### 1.5

The NFA ensures continuous professional and scientific processing of all collections and funds and it creates suitable conditions for their protection and cataloguing, it ensures and carries out diagnostics, systematic preservation and restoration of archived documents, and it makes them accessible, publishes them and allows the professional film public and other eligible users to utilize them. The NFA is responsible for universal professional care for all archived documents which are part of its collections and funds.

#### 1.6

With regard to the nature or technical condition of the individual archived documents and with regard to the significance of the archive funds, collections and their parts, taking into account the necessity to protect them and in compliance with the FIAF Statutes, pursuant to Section 13 of the Archive Act, the NFA can decide to restrict access to some archived documents.

## **Article 2**

### **Utilization of Collections and Funds**

#### 2.1

Loans, cataloguing of archived documents, creation of their back-up and conservation copies, the digitization of collections, creation and operation of the archive information system, as well as other NFA activities, form part of the process of making archived documents available and, in particular, they serve as activities aimed at ensuring the utilization of collections and funds for professional, study, creative, educational, working or popularization purposes. The NFA can even provide commercial, reproduction and other services related to making the archived documents available and to their utilization. The NFA can also provide services relating to the commercial utilization of copyrights or rights related to copyrights for works which are connected with the archived documents or which are recorded on these documents and for which the SFI exerts the rights of the authors, performing artists or rights of the producer of the audiovisual recording.

#### 2.2

Slovak citizens, legal entities with their registered seat in Slovakia and foreigners can utilize the collections of written and graphic archived records in accordance with the conditions below.

#### 2.3

The client is entitled to use the basic services of the professional library and the mediatheque only on the production of a valid registered user identity card.

#### 2.4

The users of the NFA collections and funds, clients ordering materials from the collections and funds and the users of NFA services are mainly:

- a) the Film and Television Faculty of the Academy of Music and Dramatic Arts or any other accredited university of artistic or art science specialization, or any university which has film lectures as part of the curricula of regular daily study specializations; the utilization of the NFA collections and funds for these purposes must be exclusively of a study nature, the collections and funds must not be available to members of the public other than students or teachers at the respective specialization and the client ordering the materials must not charge any fee for any such use of the materials;
- b) film clubs associated in civic associations, the Slovak Film Club Association or the Czech Film Club Association, for the purposes of preparation and organization of public film events, such as workshops, seminars, film days, festivals and screenings which are part of the club distribution of cinematographic works in the Slovak or Czech Republics;
- c) civic associations – professional organizations of film employees, scientific, cultural, educational and artistic civic associations;
- d) state authorities or institutions collaborating with the SFI on the basis of written agreements on inter-governmental cooperation, cultural-educational cooperation or collaborating in the promotion and popularization of film art;
- e) embassies of the Slovak Republic and Slovak institutes abroad;

- f) theatres if the screening or other type of use of archived documents is connected exclusively with the preparation or realization of a theatrical performance;
- g) individuals who have full legal capacity and who have reached the age of 18 years if not specified otherwise;
- h) legal entities (including television companies) which have the production or distribution of cinematographic and other audiovisual works or reproductions of audio or audiovisual recordings within the scope of their activities.

### **Article 3**

#### **Definition of Basic Notions**

An **archive** signifies the professional workplace which receives, registers, protects and makes archived documents available.

The **archive collection** of the National Film Archive is a set of collectibles which is created by the targeted collection and selection of valuable records, in documentation terms, relating to the scope of activities of the Slovak Film Institute or the content of the National Film Archive. The archive creates archive collections particularly focused on the cinematographic culture and audiovisual heritage of the Slovak Republic and on significant audiovisual works and filmmakers of world cinematography. The Archiving Regulations of the National Film Archive define the concept of archive collections in greater detail.

An **archived document** is a record which holds a permanent documentary value for the purpose of comprehending the history of Slovakia and the Slovaks. An archived document may also be a film or audio recording made prior to 1950. An archived document is neither a library document nor a collectible.

The **archive fund** of the National Film Archive is a set of documents, regardless of the date of their origin, form and medium, made and received by the Slovak Film Institute, which have a permanent archive value. The SFI archive fund is created by selecting valuable records, in documentation terms, originating from SFI's work.

The **archive information system** is a set of information on the archived documents and collectibles entered in the archive heritage files, and also information on the form of storage, content and method of access.

An **audiovisual work** is a work which can be perceived via technical equipment as a sequence of related images, whether or not accompanied by sound, if the work is to be presented to the public.

A **film copy** is an audiovisual recording made on a positive film medium which has been produced by a professional laboratory from the original negative recording or from a recording on a different medium to provide a film copy.

A **photographic archived document or a photographic collectible** is a picture recording, photograph or a still from an audiovisual work made on a photographic negative, transparency or positive photographic or printed enlargement.

A **graphic archived document or graphic collectible** is a work or copy of a work of fine art or applied art.

A **conservation copy** is a copy of an archived document or collectible, usually made on microfilm, on another medium or in electronic form, with the aim of preserving the information which is contained in the archived document or collectible.

**Copying** is the production of a copy of an archived document or collectible on any medium and in printed or electronic form, which is usually made in order to make accessible the information contained in archived documents or collectibles.

A **licence** means the provision of the authorization (consent) to utilise the work which is, at the same time, an archived document or collectible.

The **mediatheque** is a publicly accessible facility which temporarily and free of charge permits the client to use solely reproductions of the audiovisual work, multimedia work or audio recordings of an art performance.

A **lease** is the temporary letting of a film copy, reproduction of an audiovisual recording, graphic, photographic, written archived document or collectible for the use of the client, which is carried out with direct or indirect financial gain.

The **National Film Archive of the Slovak Film Institute** is an archive established pursuant to Act 149/1975 as an archive of special significance and it performs its activities as a specialized public archive pursuant to Act 395/2002 Coll. on Archives and Registries and on the Amendment and Supplementation of Some Acts, and pursuant to the Ordinance of the Ministry of the Interior 628/2002 which implements some of the provisions of the Archive Act.

A **negative** is a visual, audio or audiovisual recording made on negative film or photographic medium, which facilitates the production of film copies, photographic copies or enlargements.

A **client** is a person who orders for loan or lease a film copy, reproduction of an audiovisual recording, an original or copy of a graphic, photographic or written archived document.

The **protection of archived documents** is the total of professional activities aimed at preserving and protecting the archived documents against theft and damage.

A **written archived record** is any written archived document or collectible, in printed, typescript or manuscript form, which is related to the content focus of the National Film Archive.

A **written archived document** is a document, manuscript or any other document which is part of the SFI archive fund.

**Reception of archived documents** is the sum of professional activities performed by the archive for the purpose of complementing the archive heritage.

**Pre-archival care** is the total of professional activities carried out by the archive with the aim of accessioning archived documents into the archive.

A **transcript** means the reproduction of an audiovisual work or any other audiovisual recording from a film copy or any other medium to an analogue or digital medium.

A **reproduction** is a copy of an audiovisual work or any other audiovisual recording made on an analogue or digital medium which is intended for further use by means of sale, lease or loan.

**Making archived documents or collectibles available** is all the professional activities aimed at enabling access to information contained in these documents or collectibles.

**Technical control** is the professional technical control of the condition of the medium with a recorded audiovisual work or any other audiovisual recording.

A **loan** is the temporary letting of a film copy, reproduction of an audiovisual recording, graphic, photographic, written archived document for the use of the client without any direct or indirect financial gain.

A **collectible of the National Film Archive** is a valuable recording or other object, in documentation terms, which did not arise directly from the activities of the Slovak Film Institute but which is related to the scope of activities of the Slovak Film Institute or the content focus of the National Film Archive. A film or any other audiovisual recording or audio recording which was made after 1950 is also a collectible.

An **audiovisual recording** is the record of images and sounds which can be perceived by means of hearing and sight, regardless of the method and medium on which these images and sounds are recorded.

If the term “**document**” is used in the text below, it signifies an archived document or collectible, whereby the same regime applies to both.

If the term “**loaned**” is used in the text below, it applies to an object that has been let for temporary use in the form of lease or borrowing.

If the term “**audiovisual recording**” is used in the text below, it is to be construed as a film copy of an audiovisual record or its reproduction on any other type of medium; in the event of an original recording, the meaning is expressly stated in the text.

## **Part II. Regulations**

### **Article 1 Ceding Film Copies and Audiovisual Recordings for Use in the Form of Loan or Lease**

#### 1.1

The NFA can cede to third parties for temporary use, without restriction of purpose, film copies, audiovisual recordings and reproductions of solely those audiovisual works for which the SFI exerts copyrights or rights related to the copyright. The NFA can provide film copies, audiovisual recordings or reproductions of other audiovisual works exclusively for study, educational or research purposes.

The NFA provides to third parties, for temporary use, film copies in the form of loan or lease.

#### 1.2

The NFA can provide film copies of audiovisual works for temporary use to third parties, in particular, for:

- a) study screenings; a study screening is to be construed as a free of charge screening of the work or audiovisual recording intended solely for study, educational, scientific or research purposes;
- b) the creation of new audiovisual works;
- c) public screening of the audiovisual work or audiovisual recording for which the SFI exerts copyrights or rights relating to the copyright or for which the SFI has acquired a licence for public use and distribution;
- d) public screening of a foreign audiovisual work or Slovak audiovisual work for which the SFI does not exert copyrights or rights relating to the copyright and of which the NFA has a film copy in its collections; the NFA will lend such a film copy only if the client proves that he/she has acquired a licence for the public use and distribution of the work from the producer of the work or any other authorized person; written confirmation of the possession of such a licence must, in this case, be attached to the request for the loan of the reproduction of the work.

Pursuant to subparagraphs b), c) and d), the client is, in compliance with generally binding regulations, obliged to obtain from the SFI or any other authorized person a licence to use the work and to pay a consideration for the use of the works and art performances recorded on the loaned materials. Loaned or leased material can be used solely for the purpose stated in the agreement or order.

#### 1.3

Unique archived film records or archived documents of special historical or artistic value, as well as film copies and reproductions of audiovisual works having technical classification 4 as stated in the "COPY CONDITION" record, are never loaned as a matter of principle, but they may, in exceptional cases, be screened to the client only in the SFI viewing hall or any other

technical workplace of the NFA by an NFA expert, and this can only ever be performed with the prior written consent of the NFA Director.

#### 1.4

The NFA, as a matter of principle, never provides original Film Archive materials (negatives) and protected materials (duplicate negatives, duplicate positives) to third parties for temporary use. These materials can be released from the NFA depository premises and technical workplaces solely with the consent of the NFA Director and solely for the purposes of inspecting the technical condition, protecting and preserving these materials, or for the purpose of making new film copies or protected materials. In any such case, the provision and use of the archived material in question must be supervised by a National Film Archive expert.

#### 1.5

The following persons are responsible for the decisions on providing film copies and other reproductions of audiovisual works for temporary use:

- a) in the case of regular loan or lease, the Head of the NFA's Department of Audiovisual Archived Records;
- b) for loans or leases abroad, the NFA Director;
- c) if a service related to the production and commercial utilization of collections or their parts is provided, the decision is taken by the SFI General Director on the basis of the NFA Director's opinion (the loan or lease of film material for the purpose of technical transcription of the record of the work or its part outside the premises of the archive is possible only with the presence of a Film Archive Department staff member, under his/her professional supervision and, as a matter of principle, only after an Agreement with the SFI on the transfer of the licence to use the work is signed).

#### 1.6

Film copies and audiovisual recordings approved for loan or lease are handed over directly to the client at the earliest 24 hours prior to the first date of screening specified in the request, or they are sent by courier postal service at the client's expense. The client is obliged to oversee the collection of the ordered film copy or audiovisual recording at the NFA premises or at another address determined by the NFA without prior consultation. The client is obliged to immediately inform the Film Archive Department staff member in charge of any changes in the order, any cancellation of the screening or any other serious circumstances related to the use of the film copy or audiovisual recording, by phone, facsimile, electronic mail or telegraph.

#### 1.7

The client is obliged to return the loaned or leased film copy rewound, in the original packaging and with a duly completed "COPY CONDITION" record confirmed with a stamp and signature.

#### 1.8

Film copies and audiovisual recordings are to be returned by the client in person or by a representative of the legal entity which ordered the respective copies or recordings, or by a postal courier directly to the NFA's premises not later than within three days after the last

date of screening stated in the request; if the last date is not a working day, the client is obliged to return the copies and recordings on the subsequent working day.

If the client does not transport the loaned or leased audiovisual recordings to the SFI in person but by a courier or through the Slovak Post, j.s.c., he/she is obliged to insure the transportation of the respective consignment against loss, destruction or damage at his/her own cost, whereby the insurance will be based on the value of the audiovisual recordings as determined by the NFA, as declared when the recordings are loaned or leased. Failure to insure the loaned or leased audiovisual recordings will be deemed to be a violation of the principles and conditions of the Regulations with the option to apply sanctions pursuant to Art. 1.9.

If the recording is returned in person or by courier, the NFA staff member taking charge of the returned recording is required to confirm receipt of the delivery by signature and date of receipt. The NFA staff member in charge will perform a technical inspection of the returned delivery within one month at the latest and, should any technical problem or defect in the returned delivery be ascertained, the staff member will invite the client to a repeat technical inspection. If the client does not take part in this technical inspection, the NFA staff member in charge will make a written record of the condition of the returned loaned or leased film copies which will be binding on the client.

In accordance with the above, if the NFA does not request the presence of the client within one month from the date of return of the delivery, it is deemed that the loaned or leased film copy was duly returned by the client and received by the NFA staff member in charge without any defects being identified.

1.9

Should any defects or damage of the film copy be identified as occurring at a time when this copy was loaned or leased to the client, or in the event of a demonstrable violation of the principles and conditions of the SFI NFA Regulations, the SFI is authorized to impose the contractual fine on this client due to the violation of his/her duties according to the NFA's Tariff of Prices and Fees for Services (hereinafter referred to as the "Price List") which is attached to the Regulations as an annex.

## **Article 2**

### **Provision of Services from the Collections and Funds Of Written and Graphic Archived Records**

2.1

The provision of services in the Department of Written Archived Records and in the library, and the utilization of collections of written and graphic materials, is also governed, in addition to the NFA Regulations, by the SFI NFA's Research Regulations and Archiving Regulations. The loan of library documents and provision of library-information, reprographic and other services is governed by special Library and Lending Regulations of the SFI Library.

2.2

The following persons may use, inspect and borrow library documents and written, photographic, graphic and other materials from the Department's collections and funds:

- a) individuals, upon the production of a valid user ID with personal identification data; the SFI is responsible for the protection of personal data pursuant to the respective regulations;

- b) representatives, employees or members of legal entities, the scope of whose activities is especially related to the audiovisual domain.

### 2.3

Written archived documents and related materials are not loaned for inspection outside the NFA premises. The NFA provides reprographic, digitization or search services in order to make these documents and materials accessible and to use them. The archived documents in question can be studied in person in the Department's respective studying premises during the lending hours determined by the NFA Director.

### 2.4

Photographic and graphic archived documents and related materials are, as a matter of principle, not released on loan for reason of protection of the archive collections. The NFA may, in exceptional circumstances, decide to use their multiples in order to make these documents accessible and to use them; however, in essence, the NFA makes and provides digital reproductions (scans) of photographic and graphic documents to provide access and use of these, in the form of a recording memory medium (3.5" floppy disc or CD-ROM) on the basis of a request in writing (Article 4). The written request must be delivered in person, by post, facsimile or electronic mail at least three working days before the required date for the provision of the said service. Archived documents and materials are provided in a shorter period of time only in exceptional cases (especially to SFI staff members for study, working and editorial purposes).

### 2.5

The loan or lease of electronic or printed reproductions of written, graphic or photographic archived documents abroad and the related services provided for the purpose of the public display of archived documents abroad is to be endorsed by the NFA Director.

### 2.6

The NFA loans or leases original archived materials only in exceptional and substantiated circumstances, exclusively with the consent of the NFA Director and after obtaining the opinion of the SFI General Director. In such a case, the client commits him/herself to the SFI in a contract or other written form that he/she will demonstrably ensure the full insurance of the loaned archived documents at his/her own expense and that he/she will ensure professional handling of the loaned archived documents to the necessary extent and at his/her own costs, and even ensure the protection of these documents against loss, damage or destruction. The client is required to submit to the NFA documents demonstrating the performance of the aforementioned duty of the client to insure the loaned archived materials not later than on the day of taking charge of the loaned or leased object. Failure to produce these documents will result in the loaned or leased object not being provided to the client. If, as a result of neglect or inadequate fulfilment of these commitments and duties of the client, or due to the client's negligence or unprofessional conduct, the loaned archived document is damaged during the period of the loan or lease, the client is obliged to reimburse to the SFI all costs incurred in the reconstruction of the damaged archived document, and also to pay damages pursuant to the relevant provisions of Part III. If, in the said period, the loaned archived document is lost, permanently damaged or destroyed, the client is obliged to pay to the SFI damages which are to be determined on the basis of an expert's opinion.

### 2.7

Expert staff members responsible for the administration of the respective collections keep records of the loans and provide information, search and reprographic services, and also lend archived documents and related materials in electronic form.

2.8

If the client makes a request to search photographic or written materials on the basis of specific theme or if he/she does not precisely specify the name of the material to be loaned, he/she is obliged to pay for the search service. The price is given in the Price List.

2.9

Written and graphic archived records loaned or leased from the collections and other related services are provided:

- a) free of charge to SFI staff members in relation to their jobs, especially for study, cataloguing, research, educational or editorial purposes;
- b) for a fee to all other clients according to the Price List.

The SFI General Director makes decisions on the ultimate contractual discounts for NFA services provided to third parties on the basis of a proposal of the NFA Director.

### **Article 3**

## **Loaning from the Mediatheque and Conditions for the Utilization of Its Collections**

3.1

Reproductions of audiovisual works from the collections of the NFA mediatheque are loaned exclusively for study, educational, creative and research purposes, as well as for the purpose of the education of the public.

3.2

The loan and other services of the mediatheque can be used by:

- a) individuals – holders of a valid user's card (Art. 2.2 subpar. a) who work in the audiovisual area or who are active in this area in professional, scientific or study terms, or who are preparing themselves for studies;
- b) representatives, employees or members of legal entities, the scope of which activities is related especially to the audiovisual domain.

3.3

The loan and provision of mediatheque services abroad requires the endorsement of the NFA Director

3.4

Loan and other services are provided exclusively in the mediatheque premises and during the lending hours determined by the NFA Director.

3.5

One client may borrow a maximum of five reproductions on VHS videocassette or DVD at any one time, outside the premises of the NFA.

### 3.6

Reproductions on types of medium other than VHS videocassette or DVD are lent only in exceptional cases, especially for the purpose of making another reproduction related to the provision of a licence to use the work recorded on the respective medium. The NFA Director makes the final decision on any such loan.

### 3.7

The loan period for works from the mediatheque is seven calendar days. On the basis of the client's request, this loan period can be extended by a further seven calendar days.

### 3.8

Before lending a reproduction, the respective mediatheque staff member is obliged to inspect the loaned reproductions, to ascertain their technical condition or condition of the recording and, if need be, advise the client of this condition.

### 3.9

The client is obliged to return the loaned reproductions undamaged, rewound to the beginning (in the case of a VHS videocassette) and with an attached registration card which includes basic data on the loaned reproductions and on the audiovisual works or other audiovisual recordings made on these reproductions.

### 3.10

The client is obliged to notify the mediatheque staff member in charge of any changes to the loaned reproduction when returning the reproduction.

### 3.11

If the reproduction is damaged, destroyed or mislaid during the period of loan, the client is obliged, at his/her own expense, to ensure and provide free of charge the SFI with a substitute reproduction(s) with a recording of the same work(s) which was recorded on the loaned reproduction, with technical and content parameters comparable to the original loaned recording and within a deadline to be determined by the NFA Director. The NFA is responsible for making the decisions on the parameters for the substitute reproduction. If the client does not secure a substitute reproduction, he/she is obliged to reimburse to the SFI all costs associated with the production of such a reproduction.

### 3.12

Items are loaned and the mediatheque services are provided:

- a) loan of videocassettes/DVDs free of charge;
- b) other services for a fee according to the Price List.

### 3.13

When the client takes charge of an item from the mediatheque, he/she undertakes:

- a) not to lend or provide in any other way any loaned reproduction to a third party;
- b) not to reproduce any loaned reproduction or its part in any way without the prior written consent of the NFA Director; in the event of a reasonable requirement to

make a further reproduction from the loaned reproduction, the NFA Director gives permission for making such a reproduction.

Any failure to observe this commitment is deemed to be a use of the loaned material at variance with the determined purpose. In such a case, sanctions pursuant to Part III, Art. 4 apply.

## **Article 4**

### **Order**

#### 4.1

The client can use the NFA services on the basis of a written order delivered not later than ten working days before the planned screening, loan or lease date in the case of archived film materials for Slovak audiovisual works, 21 working days before the planned screening, loan or lease date in the case of archived film materials for foreign audiovisual works, if these materials are archived outside of the territory of the City of Bratislava. If this deadline for delivering the order for loan or lease of archived film material for a foreign audiovisual work is not observed, and if, at the same time, the NFA provides the material on the required date, the client is obliged to pay a surcharge of 50% on the standard price determined in the Price List for NFA services.

#### 4.2

The order for the individual loans or leases of film copies or audiovisual recordings from the collections of NFA audiovisual archived records or of archived documents from the collections of written and graphic archived records, and the order for search, reprographic and other professional services provided by SFI organizational structures, must be submitted in writing. A valid order must be duly completed in the prescribed form and with the content in compliance with paragraph 4.3. In order to loan or lease documents from the collections of written and graphic archived records or from the mediatheque collections, the client can complete and submit a framework order valid for a fixed period of time, but not, however, for longer than one calendar year.

#### 4.3

The order must contain, in particular, the following:

- a) the identification of the client – name and surname, and full address of the permanent residence of an individual, or full address of the seat and unabbreviated name or business name of a legal entity, the entity's official identification number and tax registration number, bank account details;
- b) the original and/or Slovak name of the film, the film copy or audiovisual recording of which is to be loaned, or the name of the written and graphic material or service required, finally more detailed identification data containing the specification of the material or search services required; if there is a request for more films or other materials, it is necessary to list them with a sequence number in a column in sequence;

- c) the clear, precise and unambiguous purpose of the loan or service; for exhibitions or other public cultural events, a statement of their precise date and venue is required;
- d) the number of planned public showings of the loaned film copy, audiovisual recording or reproduction, giving the precise date (date and time) and venue (including the name and address of the cinema or other facility intended for public presentation of the loaned film copy) of these screenings;
- e) the method and date of taking charge of the loaned material; if the loaned material is to be delivered by postal courier service, it is necessary to give the precise destination address, name, surname and telephone number of the staff member in charge who is to take charge of the loaned materials; loaned written, graphic and photographic materials have to be taken in charge in person;
- f) the client's stamp – stamp of a legal entity or natural person – entrepreneur, legible name and surname and signature in the client's own hand, his/her statutory representative or a person authorized by the client or the client's staff member in charge. The person who signed the order on behalf of the client is required to declare that he/she is authorized to act in this respect on behalf of the client.

#### 4.4

The order must be delivered by post, facsimile, in person or by electronic mail. Contact addresses and the fax number are as follows:

Slovenský filmový ústav, Grösslingová 32, 811 09 Bratislava  
 e-mail: [sfu@sfu.sk](mailto:sfu@sfu.sk), webpage: [www.sfu.sk](http://www.sfu.sk)  
 Fax No.: +421-2-52963461

#### 4.5

By the written order, the client at the same time confirms that he/she is familiar with the contents of the NFA Regulations, that he/she agrees to them and that he/she undertakes to abide by the individual provisions of the Regulations, in particular that the client will:

- a) use the loaned material solely for the purposes stated in the order, agreement or any other written document replacing an agreement or order;
- b) screen the loaned film copy or audiovisual recording only on a registered projector for which the appropriate superior body has issued a technical certificate pursuant to the laws and regulations in force;
- c) use the services of a professionally trained projectionist for screening the loaned film copy, such as holds a certificate of qualification for projecting films and audiovisual recordings;
- d) not lend or in any other way provide the loaned film copies, audiovisual recordings or any other documentation material to a third party;
- e) provide access to persons authorized to carry out inspections and NFA experts to the screening of the loaned film copies and audiovisual recordings;
- f) not modify, interfere with or change in any way the loaned film copies and audiovisual recordings or their parts (e.g. glue individual rolls together, etc.);
- g) not reproduce in any way the loaned film copies and audiovisual recordings or their parts without the SFI's prior written consent;
- h) comply with the respective generally binding laws and regulations relating to the protection of copyrights and rights relating to the copyright.

## **Article 5**

### **Provision of Film Copies and Audiovisual Recordings For Copying and Transcription Purposes**

#### 5.1

Film copies and audiovisual recordings for the production of new copies and other reproductions, as well as for the production of edited, documentary, educational, retrospective, entertainment and other audiovisual works or television programmes can be ordered solely on the basis of a contract on the transfer of rights to use archived materials concluded with the SFI by:

- a) legal entities or natural persons who have, within the scope of their activities, the production of audiovisual works or the provision of services in the production of audiovisual works, audio or audiovisual recordings;
- b) broadcasters of the television programme service in the Slovak Republic (in compliance with Act 308/2000 on Broadcasting and Retransmission as amended) or abroad;
- c) other organizations with which the SFI concludes an agreement on the use of archived materials.

#### 5.2

Copying or the transcription of film copies and audiovisual recordings on the basis of an order is supervised by a staff member of the NFA Department of Audiovisual Archived Records in authorized laboratories or at workplaces providing transcription services for audiovisual recordings. The client is obliged to pay all handling costs for the work of the NFA, costs relating to the transcription according to the NFA Price List, the price of all services relating to the transcription by an external contractor according to the price list of that contractor, and the price of the medium onto which the material was transcribed. The order may be accepted only after concluding the contract for the transfer of the licence authorizing the use of the audiovisual work concerned, and the written agreement between the SFI and the client for the provision of a reproduction of the work on any type of medium for the purpose of making a new reproduction of the work for the public distribution and use thereof. The licence agreement and agreement on the provision of the reproduction of the work must be made in writing and in compliance with the relevant provisions of the Copyright Act.

#### 5.3

In addition to the items specified in par. 4.3, subpars. a), c) and f), the order must also contain:

- a) the name of the film and type of loaned film material;
- b) the consent of the owner of the rights, or any other person authorized to grant the licence to use the work, with the use of the work to which the loaned material relates; this consent must be documented by a duly concluded licence agreement or written consent of the owner of the rights;
- c) anticipated footage length or time of the copied or transcribed material;
- d) the date required for provision of the material.

#### 5.4

The order for services relating to the dispatch of material for the purpose of direct search and primary selection of material for subsequent transcription (screening, inspection, renting the editing room) is to be delivered not later than ten working days prior to the required date of material dispatch. The date for the transcription or other method of film material copying is dependent on the dates determined by the supplier of these services. The NFA will ensure the transcription of the work only after the conclusion or submission of the licence agreement for the use of the work concerned, and after the conclusion of the contract on the provision of material for the purpose of making a new reproduction of the whole work or its parts.

#### 5.5

The client is obliged to observe all the conditions and provisions of the licence agreement on the use of the audiovisual work which is related to the loaned archived material, and the provisions of the contract on loan of the audiovisual recording or reproduction of the audiovisual work for the purpose of its public display or further use.

#### 5.6

The client takes into consideration and assents that, in accordance with the FIAF Statutes for film or other audiovisual works, there is no option to claim the so-called quotation rights (i.e. the free use of part of the work without the prior consent of the holder of the copyright or rights similar to the copyright, for the purpose of creating another work), not even for a minimal part of the work having the length of one metre or one second.

## **Part III. Fines and Other Sanctions**

### **Article 1 Commitments Originating from Violations of NFA Regulations in the Loan or Lease of Film Copies and Audiovisual Recordings**

#### 1.1

The Slovak Film Institute is entitled to impose a contractual fine on the client for violation of the provisions of the NFA Regulations. At the same time, the SFI is entitled to demand indemnification from the client, in addition to the contractual fine. The agreed contractual fines are proportionate to the value and importance of the security obligation and, in the event of court proceedings, the application of Section 301 of the Commercial Code is excluded.

#### 1.2

If the film copy or audiovisual recording is not returned within the given deadline, the client is obliged to pay the SFI a contractual fine amounting to 30% of the rate per single screening for each day of delay of the return of the loaned material, where the maximum fine equals double the purchase cost of the respective material.

#### 1.3

The client is obliged to pay the contractual fine amounting to double the purchase cost of the archived material if, in the period during which the archived material was loaned:

- a) the loaned film copy or audiovisual recording was damaged, mislaid or destroyed;
- b) an unauthorized or inadequate intervention was made in the technical condition of the loaned film copy or audiovisual recording.

If the purchase cost of the archived material in question is not known, or if the material is of exceptional artistic, historical or archive value, the amount will be determined on the basis of an expert's opinion.

#### 1.4

If the outputs of the search service are not taken in charge by the client on the agreed date or if, in the course of provision of this service, the client unilaterally cancels the order without reason, the client is required to pay a contractual fine of 100% of the price for this service calculated in accordance with the Price List.

#### 1.5

The NFA records the condition of the film copies and audiovisual recordings on return and the records of the NFA staff members in charge with regard to demonstrable violation of the NFA Regulations by the client are binding for any further proceedings of the SFI against the client. The client is entitled to provide his/her opinion on these records within ten days from the date of any such record, which the NFA will attach to the record in question.

1.6

The NFA will notify the client of any damage or other defects to the loaned materials identified or violations of the SFI NFA Lending Regulations by the client not later than ten working days following the identification thereof. At the same time, the NFA will request the client to make good the defects identified or to indemnify the damage incurred in the amount determined by the NFA's Tariff of Prices and Fees for Services.

## **Article 2**

### **Commitments Originating from Violations of the NFA Regulations in the Provision of Written and Graphic Archived Records**

2.1

If the client does not return the loaned photographic, graphic or other material by the specified deadline in accordance with the agreement concluded between the client and the SFI or with the written order or request, the NFA expert will send a reminder in writing requesting the client to return the loaned material within seven days from delivery of the reminder. If the material is not returned subsequent to this reminder, the SFI will resort to court action for the recovery of the materials or their substitute by the legal means available. The amount of the contractual fine for exceeding the loan period for each photograph or poster and for each subsequent week or commenced week following the due date will be determined in accordance with the Price List. Once the loan period has been exceeded by more than six months, the contractual fine increases for each photograph or poster and for each commenced week to double the sanction rate given in the Price List, where the maximum fine equals double the purchase cost of the respective archived material.

2.2

If the order is cancelled later than 24 hours prior to the agreed date, the client is required to pay the full price for locating the material or for the search according to the Price List.

2.3

If the material is not collected on the agreed date, the NFA is authorized to charge the client a fee for each day of deposit of the material in the amount determined in the Price List. The NFA will reserve the ordered material for the client for not longer than 30 days subsequent to the originally specified date for collection of the material.

2.4

If the loaned photographic, graphic or other material is damaged, mislaid, destroyed or if unauthorized technical interventions are found to be made in the material, the client is obliged to ensure the repair of the material within 30 days or to supply a copy of the loaned material as a replacement. Where a material which has only one sole copy is concerned, the SFI will impose a contractual fine amounting to ten times the loaning price specified in the Price List. Where a unique material is concerned (especially in relation to Slovak cinematography), the SFI's Acquisition Committee will stipulate the amount of the contractual fine and method. The finding of the Acquisition Committee is binding on both the SFI and the client.

2.5

The provisions of Part III. Art. 1 par. 1.1 will be used in their sufficient extent to apply the claim to the contractual fine and indemnification from the client.

### **Article 3**

#### **Commitments Originating from Violations of the NFA Regulations in the Loan of Reproductions from the Mediatheque Collections**

##### 3.1

If the loaned reproductions of audiovisual works or audiovisual recordings on VHS or DVD are not returned within the specified deadline, the NFA staff member so authorized will request the client by reminder in writing to return the loaned reproduction within seven days from the date of delivery of the reminder. If the client does not return the loaned VHS/DVD reproduction after receiving this reminder, the SFI will resort to court action for the recovery of the materials or their substitute by the legal means available. The amount of the contractual fine for exceeding the loan period for each VHS/DVD reproduction and for each day of delay after the due date will be determined in accordance with the Price List. Once the loan period is exceeded by more than six months, the contractual fine increases for each VHS/DVD and for each subsequent day of delay to double the sanction rate stated in the Price List, where the maximum fine equals double the purchase cost of the reproduction.

##### 3.2

The client is obliged to return the borrowed reproduction within the set deadline, in the original condition, and he/she is obliged to notify of any subsequent changes. If the loaned material is damaged, lost, destroyed or if unauthorized technical interventions were made in the loaned material, the client is obliged to provide for and give the SFI free of charge a substitute reproduction within 30 days at his/her own expense pursuant to the provision of Part II, Article 3.11. If the client does not provide for a substitute reproduction, he/she is obliged to pay all the costs incurred by the SFI in relation to the acquisition of such a reproduction. If a substitute reproduction cannot be acquired for demonstrable objective reasons the client is obliged to pay the SFI the contractual fine in the amount specified by an expert's opinion or by SFI's Acquisition Committee; in such a case the specified amount is binding for the client.

##### 3.3

The provisions of Part III. Art. 1 par. 1.1 will be used in their sufficient extent to apply the claim to the contractual fine and indemnification from the client.

### **Article 4**

#### **Commitments Originating from the Use of the Loaned Material at Variance with the Determined Purpose**

##### 4.1

If the client demonstrably uses the loaned material for purposes other than those determined by the order, the Regulations or a special agreement with the SFI, he/she is obliged to pay the contractual fine amounting to ten times the loaning price for the material in question. If the material is loaned free of charge or if the price of the lease is reduced to a special contractual

price, in the event that the client uses the loaned material for purposes other than the ones specified, he/she is obliged to pay the contractual fine amounting to ten times the Price List price for the loan of the material in question. If the SFI incurs demonstrable damage due to such conduct on the part of the client, the SFI is entitled to claim indemnification for this damage from the client, in addition to the contractual fine, in the full amount with extras. If the use of the loaned material, which was at variance with the purpose specified in the order, the Regulations or a special agreement, demonstrably resulted in a material gain for the client, the client is obliged to cede the gratuitous gains to the SFI, where it will be for the SFI to determine the amount thereof.

#### 4.2

The client is obliged to provide access to entitled persons, authorized by the SFI for this purpose, to carry out an inspection of the observance of the specified purpose and use of the loaned or leased item. If discrepancies or a demonstrable failure to comply with the specified purpose and use of the loaned or leased item are identified, the authorized person will, on the spot or not later than within three working days, make a record of the discrepancy identified between the actual use of the loaned item and the purpose originally specified and he/she will inform the client of the wording of this record. The client is entitled to express his/her opinion in writing on the record within five working days from the date of delivery of the record. In the event of a conflict of opinion, the SFI will proceed according to the generally binding laws and regulations.

#### 4.3

The provisions of Part III. Art. 1 par. 1.1 will be used in their sufficient extent to apply the claim to the contractual fine and indemnification from the client.

## **Part IV. Final Provisions**

#### 1.

The provision of archived documents abroad and services to foreign clients is regulated by special contracts or agreements which are concluded by the SFI General Director in compliance with the opinion of the NFA Director.

#### 2.

When invoicing and paying fees and fines and when claiming idemnification of damages, the parties concerned proceed in accordance with the valid laws and regulations and the respective Tariff of Prices and Fees for Services of the NFA.

#### 3.

Handling fees for the loan of film copies and audiovisual recordings for study purposes and fees for copying, as well as the price for NFA services provided on the basis of an order or contract, are payable on the basis of an invoice issued by the SFI.

#### 4.

Unless stated otherwise in the invoice, the invoice is payable within 14 days from the date of issue.

5.

NFA services to a client who has repeatedly violated the conditions of the NFA Regulations can be refused or restricted.

6.

Any exceptions from the NFA Regulations are approved by the NFA Director or the SFI General Director in compliance with the opinion of the NFA Director.

7.

Any changes to the NFA Regulations are approved and the full wording of the Regulations is issued by the SFI General Director upon the proposal of the NFA Director.

8.

The NFA's Tariff of Prices and Fees for Services is endorsed and issued as a special annex to the Regulations by the SFI General Director upon the proposal of the NFA Director.

9.

The relation between the SFI and the client is governed by the provisions of the Commercial Code. In the event of legal proceedings between the SFI and the client who is a foreigner, the Slovak court shall have absolute jurisdiction.

10.

The SFI publishes the NFA Regulations and NFA's Tariff of Prices and Fees for Services at the location of its headquarters and on its website – [www.sfu.sk](http://www.sfu.sk). Clients are required to familiarise themselves with the SFI NFA Regulations and the NFA's Tariff of Prices and Fees for Services at the addresses given.

11.

On the date of issue of the NFA Regulations, all previous provisions and directives determining the conditions of use of archived documents from the NFA collections and funds become null and void.

12.

These NFA Regulations come into effect on 15 August 2006.

Issued and approved by:

**Peter D u b e c k ý, in his own hand**  
SFI General Director