



## Agreement on the Use of Existing Photographic, Film, and Audio Recordings

University of Hohenheim

Institute / Department \_\_\_\_\_

Address \_\_\_\_\_

Email address \_\_\_\_\_

– hereinafter referred to as “**University**” –

and

Name: \_\_\_\_\_

Address: \_\_\_\_\_

– hereinafter referred to as “**Author**” –

### 1. Purpose

The subject matter of this Agreement are the Recordings made by the Author as shown in the attachment to this Agreement. The University would like to use the Recordings for public relations and marketing.

### 2. Rights of use

(1) The Author will grant the University from \_\_\_\_\_ the exclusive rights of use for the following Recordings:

photographic recordings     film recordings     sound recordings (e.g. podcasts)

(hereinafter referred to in short as “Recordings”).

(2) The Author declares

- a. that he/she is “authorized to undertake the unrestricted transfer of rights pursuant to Section 3;
- b. that there are no conflicting third-party rights to the Recordings;
- c. that, if persons are depicted, their consent has been obtained, unless a derogation applies according to Section 23 German Act on the Protection of Copyright in Works of Art and Photography (KunstUrhG).

(3) The University is hereby granted the exclusive right, unrestricted in terms of time, space and content, to use, edit, distribute, and publish the Recordings reproduced in the attachment for the above-mentioned purpose.

(4) The rights of use encompass more particularly the utilization and publication of the Recordings

in print media (e.g. flyers, brochures)

on the Internet/online media

on social media in particular Instagram, Facebook, X, TikTok

at events such as trade fairs, open days etc.

for public relations

other: \_\_\_\_\_

The Author is aware that digital images, videos, and audio files can be copied from the Internet or social media, used for other purposes or also modified without the University having any control over this.

(5) Furthermore, this Agreement stipulates that the Recordings will be stored in the University's photo archive. In the photo archive, the photos sorted chronologically and topically can be found in the picture gallery using a text search tool, downloaded in print quality, and used for any reporting related to the University of Hohenheim. These functions are available to everyone via the Internet for a specific selection of images. University employees can access the entire image gallery via the Intranet. Please note that material from the photo archive may be used not only in connection with the concrete event in the Recording. Delete where appropriate and indicate another archive/storage location:

\_\_\_\_\_

### 3. Remuneration

The rights of use are granted free of charge.

As remuneration for the transfer of rights to the Recordings and for granting the exclusive rights of use, the Author will receive the amount of \_\_\_\_\_. The fee covers all claims of the Author in full.

The Author and the University agree that the Recordings used (where possible) display the following copyright notice and this notice is stored in the metadata of the Recordings:

**Photo: University of Hohenheim /** \_\_\_\_\_

### 4. Other, General

(1) Any amendment or supplement to this Agreement and all its parts must be done in writing and expressly state that it concerns an amendment or supplement to these conditions. This also applies to the waiver of this formal requirement.

(2) If any provision of this Agreement is or becomes invalid or should the Agreement contain a loophole, this will not affect the legal validity of the remaining provisions. In place of the invalid or missing provision, a valid provision will be deemed to have been agreed which comes closest to the economic intentions of the parties.

(3) This Agreement is governed by German law.

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Name, Signature Author

\_\_\_\_\_  
Name, Signature University of Hohenheim

**Important note:**

The following data protection information (GDPR information sheet) is only to be provided if the photos are taken by the “Author” him/herself. Otherwise, the data subject concerned must already be familiar with the data protection information which has been obtained from the Author who must provide information on its use.



## Information sheet in accordance with Articles 13 & 14 GDPR

Responsible Unit Please complete: Department/Institute, Postal address and Email address	University of Hohenheim _____ _____ _____
Contact details of the data protection officer	Dr. Heiko Haaz UIMC DR. VOSSBEIN GMBH & CO. KG Tel.: +49 202 946-7726200 Email: datenschutz.uni-hohenheim@uimc.de
Categories of personal data	Name, photo, video and sound recordings of the Author (depending on the consent/contractual provisions in individual cases)
Purpose of data processing	Public relations and marketing, publications in all media, social media in particular Instagram, Facebook, X, TikTok and use of our photo archive. If applicable, request by email for more comprehensive permission of use.
Legal basis for data processing	Consent (Article 6(1)a GDPR)
Recipients/ Categories of recipients	Depending on consent/contractual provisions in individual cases: › Readers of print publications › Visitors to events › Visitors to Internet pages/online media › Visitors to social media › Readers of press releases › Service providers utilized such as IT service providers as part of the support and update services for the image gallery's software
Possible third country transfer	It cannot be ensured that all recipient countries have an adequate level of data protection in accordance with the GDPR (e.g. due to national mass surveillance laws of countries such as the USA with the risk of disclosure to (US) authorities). The derogations set out in Article 49(1) b GDPR apply to the worldwide publication of the Recordings.
Duration of storage	Until an objection is lodged

**We hereby inform you that** in accordance with Article 15 ff. GDPR, you have the right vis-a-vis the University to **access** your personal data, to **rectification, erasure or restriction of processing, a right to object to processing** and the right to **data portability** under the conditions defined therein. In accordance with Article 77 GDPR, you also have the right to lodge a **complaint** with a data protection supervisory authority if you are of the opinion that the processing of your personal data violates this Regulation. Where processing is based on your consent (cf. Article 6(1) (a), Article 9(2) (a) GDPR), you also have the right to **withdraw** consent at any time, without this affecting the lawfulness of processing based on consent up to its withdrawal.

Document prepared by the Staff Unit Marketing and Events, June 2024