

Model Release Agreement

between Agency / Photographer

and Model

Name
Address
.....
Country
Phone
E-mail

Name
Address
.....
Country
Phone
E-mail

- hereinafter referred to as "Photographer" -

- hereinafter referred to as "Model" -

The model makes herself / himself available in the context of the photo production and transfers exclusively to the photographer all rights of use to the photos for the purpose of marketing / publication / distribution within the scope of the agency activity.

[]

The transfer of the rights of use occurs, in terms of time / location / content, without restriction or with the following restriction:

time:
location:
content:

In addition, the use of the image material in the following areas / topics is expressly included / excluded:

.....
.....

[]

There is agreement between the parties that a specific purpose of use has not yet been determined. A use for the following areas / topics is therefore excluded as a precaution:

.....
.....
.....

Furthermore, however, there is no restriction on the purpose of use.

The model expressly declares that the agreed fee of covers all financial claims. In the event of further uses / types of use than agreed here, the parties will negotiate a separate subsequent fee, the details of which will be regulated separately.

The model confirms to be of legal age at the time the photographs were taken. Verbal subsidiary agreements have not been made; amendments or supplements to this agreement must be made in writing.

Supplemental declaration for minor models

If the model is still minor or legally incompetent, the guardian assures that she / he is entitled to conclude this agreement in the name of any other guardians (usually the other parent), or has sole custody.

Otherwise, the legal guardian informs the photographer that the other legal guardian must also sign and submit the agreement with the second signature. The agreement should not be used until both custodians have signed it.

For models under 16 years of age, only the guardian signs. For models over 16 years of age, the model also signs the agreement. When signed by legal guardians, the name or names are required.

Name of the legal guardian/s (in block capitals)

.....
Location Date

.....
Signature Photographer

.....
Signature Model

.....
Signature of legal guardian/s if applicable

Annex: Data Protection Information

Data Protection Information

In relation to the Model Release Agreement described above



Name and contact details of the person responsible

The person responsible for data collection is the photographer.

Contact details of the data protection officer

Data protection officer of the company
(Name, Postal address, E-mail-address)

There is no obligation to appoint a data protection officer. If you have any questions about data protection, please contact the photographer via her / his contact data.

Purposes and legal basis of the processing

The purpose of processing the photographs is to take photographs of the model as described in the model release contract for the purpose specified in the model release contract.

- the model's own use for self-promotion / marketing activities, at model agencies, on their own websites or websites of model agencies or model agents.
- the self-promotion of the photographer to the extent specified in the model contract.
- for the marketing of the photographs by the photographer, if necessary via picture agencies or their partner agencies worldwide (unlimited in terms of time, space, content).

The photographer is to be enabled in the most comprehensive way possible to market the photographs with or without the name of the model or with a pseudonym in edited or unedited form for editorial or advertising purposes of any kind themselves or via photo agencies to their customers. This includes the comprehensive granting of corresponding rights to photo agencies and through them to their customers. Distribution is primarily via the Internet, also via photo agencies in third countries (countries outside the European Union) where the European data protection standard does not exist. The legal basis of the processing in relation to the photographs is the contractual agreement, Art. 6 para. 1 b) GDPR.

Recipients or categories of recipients of personal data

The photographs are taken by the photographer and marketed via photo agencies or their partner agencies throughout Europe / worldwide also via the websites of the photo agencies. Depending on the type of agreed delivery / transmission and the results of work or return service (e.g. photo prints, photo book), the photographs will be made available to corresponding service providers for data transmission or for the provision of print services within the framework of separate orders and data protection agreements.

Transfer of personal data to a third country (outside the EU)

As a rule, there is no conscious, active transfer of recordings and other data to a third country. The recordings are only transmitted to partner agencies in Germany or the EU. The stock agency of the photographer is solely responsible for the transfer or distribution via partner agencies in third countries.

Automatic decision making (Profiling)

Does not take place.

Duration of storage of personal data

The photographs are stored for the duration of the agreed sales activities or self-promotion purposes on the basis of the model contract for its entire duration. Furthermore, the photographer is entitled (but not obliged) to keep the photographs as original files including the model release contract to prove authorship and sales activity and thus to exercise or defend against legal claims (legitimate interest) for the duration of the copyright protection periods (70 years after the death of the author) and the contract with the picture agency(ies). The photographs not handed over to the model and / or the photo agency are deleted promptly after the shooting. Model data that are subject to statutory storage obligations (e.g. invoices in accordance with tax regulations) are stored until the statutory storage obligations expire and are then deleted.

Your rights as concerned party

According to the General Data Protection Regulation (GDPR), you have the following rights:

- If your personal data is processed, you have the right to obtain information about the data stored about your person (Art. 15 GDPR).
- Should incorrect personal data be processed, you have a right to correction (Art. 16 GDPR).
- If the legal requirements are met, you may request the deletion or restriction of the processing and file an objection against the processing (Art. 17, 18 and 21 GDPR).
- If you have consented to data processing or a contract for data processing exists and data processing is carried out using automated procedures, you may have a right to data transferability (Art. 20 GDPR).

If you make use of your above-mentioned rights, the person responsible for the photographer checks whether the legal requirements for this are fulfilled.

Furthermore, there is a right of complaint with the State Data Protection Authority which is responsible for photographer.

Germany: www.bfdi.bund.de/DE/Infothek/Anschriften_Links/anschriften_links-node.html (depending on German state)

Europe: http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm

Right of revocation in case of consent

If you have consented to the processing by the photographer by an appropriate declaration, you can revoke your consent at any time with effect for the future. The legality of data processing based on the consent until revocation is not affected by this. In this case, data processing is based on a contractual agreement and not on revocable consent.

Obligation to provide data

You are not obliged to be photographed or filmed. Your personal details (name, address, age) are necessary for the proof of the usage permission vis-à-vis the picture agency or its license customers as well as for the agreed sales activities or for cases of own use.