Template for Model Agreement

The Model Agreement is an agreement in which a person agrees to be photographed and/or filmed and for the material to be used in the manner stated in the agreement. The agreement template is formed so that the material may be used in the media freely for three years in relation to the university’s activities without limitation. Unlike a consent, a Model Agreement cannot usually be revoked/cancelled during the agreement period. Model Agreements must always be signed before photography takes place. After the photography has taken place, the material may be used in accordance with the agreement. All Model Agreements must be formally saved with the Registrar’s Office. Contact the Archives and the Registrar’s Office if you are unsure of how this is done.

The template contains text marked with brackets. Such marking means that you are to fill in information that is adapted to the specific situation. After filling in the information, the brackets should be removed.

Note that all information about the Model under Section 3 must be completed.

MODEL AGREEMENT

Between

University of Borås, 202100-3138 (“University”)

and

depicted person according to Section 3 below (“Model”)

have today agreed upon the following Model Agreement.

1. **Background and purpose**
	1. The Model will be photographed [and/or] filmed on behalf of the University. The purpose of this agreement is to regulate how this material (the “**Pictures**”) may be used by the University.
2. **The use of the pictures**
	1. The University has the right to use the Pictures freely for 3 (three) years in information about and marketing of the University and its activities without limitation in the media. The Pictures may thus be used in printed and digital form in the channels that the University uses, or may use, such as the University's website and social media, presentations, newsletters, advertisements, brochures, posters and other printed matter.
	2. The University has the right to edit the Pictures to enable their proper use, and the right to publish the name of the Model [specify if necessary any additional personal data] in connection with the Pictures.
	3. // The photographer works on behalf of the University and has an independent right to use the material. The photographer is responsible for his/her own use. //
	4. Remuneration to the Model, for the Model’s participation and the University’s use of the Pictures, is in the form of profile products from the University’s range to a value of [set amount] SEK.
	5. The University’s use of the Pictures means that the University processes the Model’s personal data. The processing is conducted according to Appendix 1.
3. **The Model**

Personal identification number YYMMDD-XXXX)

|  |
| --- |
| Last name  |
| First name | Phone/mobile number |
| Address |
| Postcode  | City |
| Email |

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Borås on Borås on

For the University of Borås The Model

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Signature Signature

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Printed name Printed name

|  |  |
| --- | --- |
|  | By signing this document, I confirm that I have read and understood this agreement, including the attached information about the University's processing of personal data (Appendix 1), and agree to the University's use of the Pictures and associated personal data processing under this agreement.  |

Guardian’s signature (if the Model is under 18)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name Printed name

**Appendix 1**

**Information about the processing of personal data**

Pictures and films including people are considered personal data in the EU Data Protection Regulation, GDPR. The University's use of the Pictures (publication, etc.) therefore means that the University processes your personal data. The University is the data controller for the processing that occurs at the University. The personal data processed are pictures and/or films with you and any other information about you under this agreement. The legal basis for the processing is this agreement, and the purpose of the processing is to use the Pictures in accordance with the agreement. The processing will be done by staff at the University and any third party acting on behalf of the University. The University's treatment means that the Pictures will become public and that they may have a very large spread, which the University cannot control or limit. The Pictures will be deleted after three years. However, this does not apply to Pictures that have been published.

**Important for the transfer of personal data to third countries**

The University's processing means that the Pictures may be transferred to recipients in countries outside the EU, so-called third countries. For example, when pictures, videos or other information about you are posted on social media, your personal data may be transferred to recipients in the United States, such as Facebook. The protection of personal data in third countries may be more limited than the protection guaranteed within the EU under the GDPR, which may involve certain risks. For example, the possibilities to obtain information and be able to control the processing of personal data, complain to the supervisory authority and obtain a judicial review of the legality of the processing in third countries may be limited. By entering into this agreement, you agree that the University may transfer your personal data to recipients in third countries within the framework of the agreement.

**Transfer of personal data outside the EU**

The University’s processing means that the Pictures may be transferred to recipients in countries outside the EU, e.g. when Pictures are published in social media. The transfer to such countries is done with the assurance that the country has an adequate protection level for personal or that necessary protective measures for personal data have been taken.

**Your rights**

You have the right to access the personal data processed about you and request rectification or deletion thereof. You also have the right to object to the processing and request that the processing be restricted, such as requesting that information about you be unpublished. However, these rights are not unconditional and cannot always be met.

**Questions and complaints**

If you have any questions or comments regarding the processing of your personal data or if you wish to exercise your rights, you are welcome to contact the Communications Office: kommunikation@hb.se. If you are dissatisfied with the processing, you can contact the University's Data Protection Officer: dataskydd@hb.se.

You also always have the right to make a complaint about the University's processing of your personal data to the Swedish Authority for Privacy Protection, which is the supervisory authority. Read more on the www.imy.se website.