The following agreement has been entered into on this day between Kungl. Tekniska högskolan , co. reg. no. 202100-3054, Brinellvägen 8, SE-100 44 Stockholm, Sweden (hereinafter “KTH”) and [insert first name, last name], address: [insert address], personal ID no. [insert personal ID number, 10 digits] (hereinafter “the Participant”)

PARTICIPATION AGREEMENT

# Background and purpose

## This Agreement [insert reference number and classification structure provided by the KTH´s [document coordinator](https://intra.kth.se/administration/dokument/dokumentsamordnare-1.806248) or [registrar](https://intra.kth.se/administration/dokument/registrator-1.798314) (GVS only)] governs KTH’s right of use when a person participates in a photographic, audio or film production commissioned by KTH, including copyrighted material or other images and text contained therein, for example in a presentation (hereinafter “the Material”) for publication or other dissemination, and KTH needs to process the Participant’s personal data in accordance with section 3.3 of this Agreement.

## The primary purpose of producing and using the Material and related personal data is to inform the general public about KTH and KTH’s collaborative partners’ activities in research and education.

## [Insert a more specific purpose. Describe the occasion, the place, the context and the Material referred to, as well as the personal data, see section 3.3]

# Use of the Material

## KTH hereby acquires a non-exclusive right of use to freely store, modify and publish or otherwise disseminate the Material in both printed and digital form without compensation to the Participant and without limitation in terms of format, choice of channel, medium or edition. Distribution will take place via KTH’s or its collaborative partners’ websites and social media, in advertisements, in newsletters, in brochures and other printed material, and as press photos for example.

## KTH is entitled to freely sublicense the right to use the Material to KTH’s collaborative partners within the framework of the purpose stated in section 1.3.

## The Participant has the right to use Material disseminated by KTH for private use and as a reference for future assignments. When using the Material, the Participant shall ensure that KTH’s obligations towards the party that produced the Material on behalf of KTH are upheld.

## KTH is not obliged to notify the Participant when the Material will be published or otherwise disseminated.

## KTH shall name the Participant insofar as this is practicable and not inappropriate given the context.

# Processing of personal data

## KTH is the data controller and the processing of personal data takes place in accordance with applicable data protection legislation.

## The publication or other dissemination of the Material in digital form may involve a transfer to a country outside the EU/EEA. The transfer is necessary for the performance of the Agreement under Article 49.1(b) of the General Data Protection Regulation.

## KTH intends to process the following personal data (select one or more):

* Name (Name of the Participant)
* Photographs (images including the Participant)
* Statements (e.g. interview approved by the Participant)
* Film (moving image including the Participant)
* Contact details (contact details of the Participant)

## If KTH no longer needs the Participant’s personal data for the purposes specified in this Agreement, the processing may be discontinued before the Agreement expires. Personal data may be archived at KTH in accordance with applicable archival legislation and steering documents.

# COMMUNICATION ABOUT THE AGREEMENT

The Participant included in images, films or sound recordings:

[Insert first name, last name, email and phone number]

Responsible for photography, film or sound recording:

[Insert first name, last name, email and phone number]

# GUARANTEE

## The Participant guarantees that all material incorporated into the Material by the Participant, such as images and text, may be used by KTH without any restriction due to any third party licence or other ownership right. The Participant shall indemnify KTH in the event of any third party claim of infringement of intellectual property rights arising from KTH’s publication or other dissemination pursuant to this Agreement.

# GOVERNING LAW AND dispute sETTLEMENT

## Swedish law shall govern this Agreement.

## Any dispute arising out of this Agreement shall be settled by Stockholm District Court in the first instance.

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Two (2) identical digital copies of this Agreement have been drawn up. The parties agree that scanned signature pages shall have the same legal validity as physical originals.

|  |  |  |
| --- | --- | --- |
| Place and date: |  | Place and date: |
| [KTH] |  | [Participant] |
| Signature  |  | Signature  |
| Name in print |  | Name in print |