AGREEMENT ON PUBLICATION OF PHOTO/VIDEO RECORDINGS FOR THE GERMAN AMERICAN PARTNERSHIP PROGRAM



between (contracting party)

Name

Address (number, street, city, ZIP, country)

Names of legal representatives (only in case of minors)

Email

and the

Goethe-Institut e.V.Oskar-von-Miller-Ring 18
80333 Munich
Germany

represented by:

GAPP, Inc.30 Irving Place
New York, NY 10003
USA

I hereby give my consent that the photographs and/ or videorecordings provided/taken/recorded for the Goethe-Institut's GAPP website www.goethe. de/gapp as well as for the social media channels Instagram and Facebook: @gapp.exchanges and Twitter: @gappexchanges may be used as described below.

The photo/video recordings are used for various Goethe-Institut publications such as books, brochures, magazines and electronic publications (e.g. e-learning materials, websites) as well as for public relations and are published in printed form as well as online and/or publicly reproduced. In particular, I grant the following rights to the Goethe-Institut:

a) Reproduction, distribution and public performance in printed form for all publications and editions without limits as to quantity (printing rights). The printing rights shall in particular include advertising flyers, text books, hardcover editions, paperback editions, journals, newspapers, collected editions and photomechanical processes, and for all distribution channels

- b) Reproduction, distribution and public performance on electronic/digital—including interactive—data media (electronic/digital offline rights) without limits as to quantity. The offline rights shall in particular include CD, CD-ROM, DVD, Blu-ray, E-Book, Tablet etc.
- c) Electronic/digital storage and right of making available to the public (including in databases and "social media/networks") by means of digital or other storage or data transmission technology, with or without temporary storage in such a way that users can have access to the contractual performance from a location and at a time selected individually by them and can download, reproduce, interactively use and/or communicate such to third parties by means of PC or other devices with or without wire, for instance via Internet, UMTS, cable, satellite or other transmission channels (online rights). These rights include in particular the publication of the photos on the www.goethe.de website, all Goethe-Institut websites, on social media portals (YouTube, facebook etc.) and photo-sharing platforms.

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- d) Making the photos available to the public by radio and television transmission, satellite transmission, cable transmission or similar technical means.
- e) Display the recordings publicly (e.g. exhibitions) or reproduction thereof (e.g. in class).
- f) Adaptation, rearrangement, modification and exploitation in all forms including 3D, VR (virtual reality) and 360-degree versions as well as interactive/animated versions, as well as in connection with other media such as images, text, graphics, animations, videos, or in all languages and dialects.

The Goethe-Institut is entitled to make the photo/ video recordings available to third parties for use to the extent described above. Third parties are cooperation partners and users of the materials and publications produced by the Goethe-Institut as well as all institutes operated by the Goethe-Institut in Germany and abroad (available at www.goethe. de/en/wwt.html).

Miscellaneous

The law of the Federal Republic of Germany shall apply. The place of jurisdiction shall be Munich. However, if the contracting party is a consumer within the meaning of Regulation (EC) 593/2008 (i.e. they conclude the contract for a purpose which cannot be attributed to their professional or commercial activity), this shall not result in the contracting party being deprived of the protection granted to them by those provisions from which they may not deviate by agreement under the law of the country in which they have their habitual residence.

Should any provision of this contract be or become invalid, this shall not affect the validity of the remaining provisions. The legal regulation applies instead of the ineffective regulation. The contracting parties undertake to agree on a provision which comes as close as possible to the economic purpose of the invalid provision.

My consent is a prerequisite for publication of photos and videos for GAPP (website and social media channels as mentioned above). My consent is valid for an indefinite period of time. However, I can withdraw it at any time with effect for the future.

Place	Place New York, NY
Date (MM/DD/YYYY)	Date (MM/DD/YYYY)
Signature	Signature /

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Information on the processing of personal data pursuant to Art. 13 and 14 of the General Data Protection Regulation (GDPR)

The photographs and films will be processed as described in the consent above. The legal basis is Art. 6 para. 1 lit. a GDPR. The Goethe-Institut also stores the consent as well as names and contact data for the purpose of documenting the consent (legitimate interest according to Art. 6 para. 1 lit. f GDPR). The recordings are published and for this purpose may also be passed on to institutes operated by the Goethe-Institut e.V. at home and abroad (available at www.goethe.de/en/wwt.html) as well as to third parties, e.g. cooperation partners. The data will only be passed on to third parties if the EU Commission has established that an adequate level of protection is guaranteed for the country in question or if the "standard contractual clauses for the transfer of personal data to processors established in third countries" issued by the EU Commission (https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32010D0087) have been concluded with the recipient. When the data is published, especially on the Internet, it can also be accessed in countries where an adequate level of data protection is not guaranteed. The recordings shall remain stored as long as the consent is not withdrawn; the consent as well as name and contact data shall also be stored as long as it is necessary for the documentation of the consent.

YOUR RIGHTS

You have the right to obtain information about your personal data processed by us, the right to rectification of incorrect data, the right to erasure or restriction of the processing of data which is no longer required and the right to data portability.

You have the right to lodge a complaint with a supervisory authority.

If you have any questions, concerns or comments regarding this privacy statement or your personal data, please do not hesitate to contact our data protection officer by e-mail. You can reach our data protection officer via *datenschutz@goethe.de*. Further information on data protection can be found at *www.qoethe.de/en/dat.html*.

RIGHT OF OBJECTION

For reasons relating to your particular situation, you may at any time object to the processing of your data based on legitimate interests.