**DIRECTION DE LA COMMUNICATION**

**Contract for the transfer of image rights**

Between

Toulouse Capitole University

Represented by its President, Mr Hugues Kenfack

2 rue du Doyen-Gabriel-Marty

31042 Toulouse cedex 9

And

First name: ……

Last name: …………...

Postal address: ………….

Téléphone: ………….

E-mail: ….

 hereinafter referred to as "the Participant

The Participant and the Université Toulouse Capitole being hereafter collectively referred to as "the Parties",

It is agreed as follows:

* **Article 1: Purpose of the contract**

The purpose of this contract is to determine the conditions under which the Participant graciously agrees to take part in XXXXX (indicate here the name of the event) and grants the university the right to use his/her image resulting from photographs and video recordings taken on this occasion at the places and dates below, for the purposes of communication, promotion and institutional illustration.

Subject of the report: to be completed

Place: to be completed

Date: to be completed

The Participant(s) authorises the Université Toulouse Capitole to fix his/her image and to reproduce and/or represent it for the purposes described in the first paragraph.

* **Article 2: Rights assigned**

The participant hereby authorises:

* the fixation of its image in photographs and videos taken during the aforementioned event and the reproduction of its image thus fixed by all technical processes known or unknown to date (graphic, photographic, digital, analogue, etc.), on all media (printable or digital) in all formats, for an unlimited number of uses, in full or in part, together or separately, for the exclusive purposes of communication, promotion and institutional illustration.
* the internal and external communication of its image thus fixed and reproduced, in whole or in part, through all means of dissemination, known or unknown to date, and in particular communication by electronic means, analogue or digital process, print, whatever the format, whatever the vector and the reception or transmission device used.
* the audiovisual recording of its participation in the above-mentioned event, the archiving of this recording and its distribution on any digital medium.
* **Article 3: territoriality and duration of the assignment**

This transfer of rights is granted free of charge:

* for worldwide use
* for an indefinite period, which may be revoked at any time
* **Article 4: remuneration**

Participation in the event and the transfer of its rights as provided for in articles 2 and 3 above is granted by the participant free of charge.

* **Article 5: garanties**

The Participant makes no reservations or restrictions on the photograph(s) and video recordings referred to in Article 1 or on the rights of use mentioned in Articles 2 and 3 of this contract.

* **Article 6: access and rectification**

In accordance with Law No. 78-17 of 6 January 1978, as amended, relating to information technology, files and freedoms, the Participant has the right to object to the access, rectification and deletion of data concerning him/her and to define directives relating to the fate of his/her personal data after his/her death. They may exercise this right by contacting the Data Protection Officer, Office of the President, at the university's postal address: for the attention of the Data Protection Officer, Directorate General of Services, 2 rue du Doyen-Gabriel-Marty 31042 Toulouse Cedex 9 or by e-mail: dpo@ut-capitole.fr

* **Article 7: litigation**

This contract is governed by French law. The Parties shall endeavour to settle amicably any dispute that may arise in the context of this contract. In the absence of an amicable settlement, the disputes will be brought before the Tribunal de Grande Instance of Toulouse, except for disputes concerning intellectual property which will be brought before the Tribunal de Grande Instance of Bordeaux.

Done at .................................. on ......................................... in two original copies.

Toulouse Capitole University

Represented by its President, Mr Hugues Kenfack

For the President and by delegation, the Director of Communication, Ms Julie Sansoulet

The Participant