

# ASSIGNMENT PHOTOGRAPHY AGREEMENT

This Assignment Photography Agreement is hereby entered into between .....,  
company reg. no ..... (hereafter referred to as the “Client”), and  
....., company reg. no ..... (hereafter referred to as the  
“Photographer”).

## § 1 BACKGROUND

The Client has engaged the Photographer to create and provide images (hereinafter referred to as the “Photograph”/”Photographs”) under the terms and conditions set forth in this Agreement.

## § 2 PROJECT SPECIFICATION

Project name:

.....

Assignment description: .....

.....

.....

## § 3 USE

Subject to the terms and conditions of the Agreement, the Photographer hereby grants the Client

a non-exclusive

an exclusive

license to use the Photographs created under or in the course of this Agreement during the contract period, for the following purposes:

.....

.....

.....

.....

.....

.....

The license to use the Photographs is granted solely to the Client and shall not be assigned to any third party without the Photographer’s express prior written permission.

## § 4 COPYRIGHT AND OWNERSHIP OF MATERIALS

The copyright in and the title to the Photographs remain with the Photographer at all times. The Client has no rights to the Photographs other than what is expressly stated in the Agreement.

Upon the expiry or termination of the Agreement, for whatever reason, all licenses automatically and without further actions cease to apply and shall revert to the Photographer. The Client shall make no further use of the Photographs and erase or return any copies of the Photographs, unless otherwise agreed.

## § 5 MORAL RIGHTS

The Client may only modify the Photographs in accordance with the Photographer’s moral rights under Section 3 of the Swedish Copyright Act (1960:729), or with the Photographer’s prior express consent.

The Client undertakes to properly attribute the Photographer as the author of the Photographs.

## § 6 DELIVERY

The Photographer shall deliver the Photographs in accordance with the terms stipulated in the Recommended Assignment Terms and Conditions of the Swedish Association of Professional Photographers.

## § 7 CONSENT

Following an express agreement between the parties, the Photographer may be assigned to obtain necessary consents from

individuals appearing in the Photographs.

**§ 8 CONSIDERATION**

In consideration of the rights received by the Client under §2 of the Agreement, the Client shall to the Photographer pay a one-time payment of..... SEK, excluding value added tax.

In consideration for performance of the Assignment, the Client shall to the Photographer pay a one-time payment of ..... SEK, excluding value added tax.

**§ 9 PAYMENT**

The payment referred to in § 8 shall be made within thirty (30) days of the execution of the Agreement, unless otherwise agreed. Any income tax or value added tax levied on the payment shall be paid by the Photographer.

**§ 10 CHANGES**

If the Client changes the brief and requires subsequent changes, additions or variations, the Photographer may require additional payment for such work. The Photographer may refuse to carry out changes, additions or variations which substantially change the nature of the Assignment.

**§ 11 DURATION**

This Agreement takes effect upon being signed by authorized representatives of the Parties and expires on the ....., unless terminated by either Party no later than ..... months prior to the expiration of the Agreement.

**§ 12 AMENDMENTS AND MODIFICATIONS**

This Agreement may be amended or modified only by the mutual agreement of both parties. No amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

**§ 13 BREACH OF AGREEMENT AND TERMINATION**

Either party may terminate the Agreement with immediate effect if

- a. The other Party commits a material breach of the Agreement and does not remedy the breach within thirty (30) days of receiving a written notice thereof, or
- b. The other Party has cancelled payments or is, or may reasonably be expected to have become, insolvent.

The terminating party shall be entitled to compensation for direct damage due to the termination of the Agreement.

**§ 14 CANCELLATION**

If the assignment is cancelled by the Client through no fault of the Photographer, the Client shall pay a cancellation fee as follows:

.....  
.....

**§ 15 DISPUTE RESOLUTION**

This Agreement shall be governed by the substantive laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this Agreement shall, so far as is possible, be settled amicably between the Parties. In the event the Parties cannot reach an amicable settlement, the dispute shall be finally settled by Swedish public court.

**§ 16 MISCELLANEOUS**

The Agreement and the rights and obligations arising out of it may not, in full or in part, be assigned by a Party without the other Party's prior written consent.

\_\_\_\_\_

This Agreement has been executed in two (2) originals of which the parties have taken one each.

*Place:*

*Place:*

*Date:*

*Date:*

.....  
*Signature of Client*

.....  
*Signature of Photographer*

.....  
*Name of Client*

.....  
*Name of Photographer*