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DATUM 03.08.25

Cooperation Agreement with Photographers

Between the

Foot Bowl Presse Foto Agentur
(hereinafter referred to as “Agency”)

And the

Photographer
(hereinafter referred to as “Contributor”)

§ 1 Subject Matter of the Agreement

1.1 Submission of Image Material

The Agency shall receive image material from the Contributor's archive or upon request. The Agency is entitled, but not obligated, to include this material in a digital image database and offer it for national and international distribution via its own image portal, at its editorial discretion.

1.2 Distribution via External Partners

The Agency may also provide the submitted image material to external distribution partners for marketing and sales through their national and international distribution channels.

1.3 Direct Submission to Clients and Partners

In coordination with the Agency, the Contributor may deliver image material directly to the Agency's partners or clients. In such cases, the Contributor bears full responsibility for quality, completeness, and legal compliance. Incorrectly submitted material cannot be withdrawn or corrected by the Agency.

1.4 Non-Exclusivity

The use of the Contributor's material by the Agency is non-exclusive. The Contributor retains full copyright and may license their images to third parties, including clubs, players, and other organizations. However, redistribution of the same material via other agencies on the same platforms (e.g., IMAGO) is not permitted.

1.5 Use by Foot Bowl Media

The news outlet **Foot Bowl** (operating independently, without the "Presse Foto Agentur" suffix), which is affiliated with the Agency, is entitled to use image material provided via the Agency for editorial and promotional purposes without paying royalties. This includes content on the website, videos, news reports, social media, and other editorial formats. Foot Bowl commits to crediting the author of the images and naming the Agency as the source. Foot Bowl also actively promotes the Agency's services and material.

§ 2 Delivery of Image Material

2.1 Technical Delivery and Coordination

Details regarding technical delivery, formats, content, metadata, and tagging shall be coordinated separately between the parties. The following general provisions apply.

2.2 Metadata and Captions

Each image must be accompanied by accurate metadata and captions, including information on content, context, model releases, copyrights, or any other legal constraints. The Agency may update its technical standards for metadata; in case of significant changes, contributors will be informed.

2.3 Selection by the Agency

The Agency reserves the right to select suitable images and remove or deactivate materials at its discretion. No legal review is performed by the Agency. The Contributor remains solely responsible for legal compliance.

2.4 Delivery Costs

All costs for the delivery, maintenance, and updating of image material are borne by the Contributor.

§ 3 Rights Transfer and Liability

3.1 Granting of Rights

The Contributor grants the Agency a non-exclusive, worldwide, and unrestricted right to use the image material for the duration of the agreement. This includes, but is not limited to, the following rights:

- On-demand access (including individual transmission and database retrieval)
- Broadcast rights
- Archiving and database rights
- Print rights
- Reproduction and transmission rights
- Editing rights
- Distribution rights for all media
- Advertising rights for all media

The material may not be edited or altered in an offensive manner.

3.2 Use by Partners and Foot Bowl

The Agency may pass on the granted rights to external partners and to the affiliated media outlet **Foot Bowl**, under the conditions defined in § 1.5.

3.3 Indemnification

The Contributor guarantees the legal security of their material and shall indemnify the Agency from all third-party claims, including legal and court costs. In the event of a claim, the Agency will inform the Contributor immediately.

3.4 Duty to Report Disputed Material

The Contributor must immediately inform the Agency about any disputed images. The Agency will then deactivate the image. The Contributor is responsible for initiating any customer notifications, if necessary.

§ 4 Copyright and Credit

4.1 Credit Format

Images published via the Agency are labeled with “Foot Bowl / [Contributor]” unless otherwise indicated upon delivery. This applies equally to content published by Foot Bowl, in accordance with § 1.5.

4.2 Liability for Incorrect Information

The Agency is not liable for incorrect author information provided by the Contributor or third-party errors (e.g., by customers). Whether to pursue claims for damages against third parties is at the Agency’s discretion.

§ 5 Client Relationships

5.1 No Direct Contracts

All billing for image use is handled solely by the Agency. No contractual relationship arises between the Contributor and the Agency’s customers.

5.2 The same applies to external distribution partners.

§ 6 Compensation and Honorarium

6.1 Payment and Shared Revenue

Revenue from image licensing is pooled and distributed equally among active Contributors from the point of participation. VAT is paid upon submission of valid tax documentation. Flat-rate client payments are split 50/50 between the photographer and the general revenue pool. Direct assignments (e.g., Media Days) are excluded from this distribution.

6.2 Minimum Activity Requirement

Ongoing participation requires a reasonable level of contribution. Mere registration or one-time submissions do not suffice. In cases of inactivity, the Agency may seek dialogue and, if no further participation is intended, may exclude the Contributor from future revenue distributions. Such exclusions are rare and will be preceded by open communication.

6.3 Image Pricing / IMAGO Sales

The Agency freely sets pricing for its clients. IMAGO sales may result in very low individual earnings; the Agency aims for transparency but reserves the right to limit detailed breakdowns if the effort outweighs the value.

6.4 Use for Promotional Purposes

Image use by the Agency and by Foot Bowl for internal and external promotion (e.g., flyers, brochures, online banners) is not subject to payment, provided the contributor is properly credited.

§ 7 Term and Termination

7.1 Termination

Either party may terminate the agreement at any time by written notice (email is sufficient). From the following month onward, participation in the general revenue pool ceases. However, individual image sales will still be compensated.

7.2 Archiving and Deletion

Image material will not be deleted from archives or partner databases. However, it can be removed from public-facing platforms (e.g., Flickr) upon request.

7.3 Restrictions after Termination

The Contributor may no longer submit or sell the same images through other agencies on identical platforms (e.g., IMAGO) after the agreement ends. However, distribution to clubs, athletes, or similar entities remains allowed.

7.4 Print Publications

Material delivered to print media during the collaboration will not be deleted and may continue to exist in editorial systems.

§ 8 Confidentiality

All contract terms and confidential business information must be kept private for the duration of the agreement and five years thereafter. Disclosure is permitted only to involved project staff or for internal coordination between Contributors. Breaches may lead to compensation claims.

§ 9 Cooperation with Other Agencies

The Contributor is permitted to collaborate with other agencies or competing organizations. However, the Agency must be informed in advance of such cooperation, and the scope of the Contributor's activities must be disclosed transparently.

The purpose of this requirement is to avoid potential conflicts in distribution—particularly with respect to overlapping content or distribution platforms. This clause does not constitute a prohibition but serves to ensure fairness, transparency, and effective coordination.

§ 10 Public Representation and Communication

The Contributor agrees to act professionally during public appearances made on behalf of the Agency and to follow any local rules, venue policies, and applicable media guidelines. Internet presence (e.g., personal website, blogs, or social media accounts) is explicitly encouraged, provided it is done respectfully and in a way that supports a collegial and balanced representation.

The Agency reserves the right to decline joint promotional activities if deemed inconsistent with the Agency's standards or style.

§ 11 Final Provisions

11.1 Written Form

This agreement may be signed digitally; a printed version is not required. Any amendments or additions to this agreement must be made in writing—digital signatures are also valid. All changes must be documented and retained.

11.2 Severability Clause

If any provision of this agreement is or becomes legally invalid, the validity of the remaining provisions shall not be affected. In such cases, the invalid provision shall be replaced by a valid one that comes closest to the intended economic purpose. The same applies to any contractual gaps.

11.3 Jurisdiction and Applicable Law

This agreement and all current and future legal relationships arising under it shall be governed exclusively by the laws of the Federal Republic of Germany. The application of UN sales law is excluded. The exclusive place of jurisdiction for all disputes arising from or in connection with this agreement is Magdeburg.

Place, Date:

Name
(contributor)

Signature
(contributor)