



BASIC AGREEMENT

**GOETHE
INSTITUT**

Sprache. Kultur. Deutschland.

BASIC AGREEMENT

he following Basic Agreement is drawn up

BETWEEN

the Federal Republic of Germany, represented by the Federal Minister for Foreign Affairs (Bundesminister des Auswärtigen), hereinafter referred to as Foreign Office,

on the one part

AND

Goethe-Institut e. V., Munich, represented by its Executive Committee, hereinafter referred to as Goethe-Institut,

on the other part

whereby it is agreed by and between the parties hereto as follows:

ARTICLE 1

- (1) Within the scope of its constitutional responsibility for foreign cultural policy, the Foreign Office entrusts the Goethe-Institut with the performance of the following tasks, hereinafter referred to as “contractual duties”, in compliance with its Articles of Association:
1. Furthering the knowledge of the German language
 - a) by holding and promoting German language classes abroad,
 - b) through cooperation with education authorities, institutions and teachers abroad,
 - c) through the professional advancement of teachers of the German language and culture abroad,
 - d) through the development and improvement of teaching methods, materials and language examinations, as well as co operation in relevant measures implemented by third parties,
 - e) by granting scholarships for the study of the German language.

 2. Fostering international cultural cooperation
 - a) by organising and providing information on cultural events,
 - b) by disseminating information abroad on cultural life in Germany,
 - c) by preparing, organising and following up the visitors’ programme run by the Goethe-Institut,
 - d) through other forms of participation in cultural cooperation and interchange with cultural organisations abroad after prior consultation with the Foreign Office,
 - e) by promoting German-foreign cultural organisations (e.g. “Goethe Centres”),
 - f) by granting language scholarships to multipliers in all sectors of society.

 3. Conveying a comprehensive picture of Germany by providing information on the cultural, social and political life by
 - a) organising visitors’ programmes in the Federal Republic of Germany ¹,
 - b) preparing, publishing, producing, procuring and distributing ²,
 - aa) print media (books, magazines, press releases/information material, printed matter and documentation),
 - bb) films, TV productions, audio-visual media,
 - cc) electronic media,
 - c) making donations in kind,
 - d) the promotion of translations.

To perform the tasks pursuant to Sections 1, 2 and 3, the Goethe-Institut maintains cultural institutes abroad and at various locations in Germany.

1) Entry to the minutes for Article 1, Section 1, Subsection 3a of the Basic Agreement

Visitors’ programme:

1. Target group: The visitors’ programme is aimed equally at journalists and other multipliers in culture and society in the relevant host countries.
2. Selecting participants: The embassies shall coordinate the suggestions collected relating to participants in the visitors’ programme in close collaboration with the cultural institutions of the Goethe-Institut abroad, involving other local German institutions in the process. Decisions and invitations shall be made by the relevant diplomatic mission which shall confer with the Foreign Office’s Department of Communication on this matter.
3. The Goethe-Institut is responsible for the organisation of the visitors’ programme.
4. The coordination and allocation of quotas among the diplomatic missions is the responsibility of the Foreign Office (Department of Communication) which shall confer with the Goethe-Institut on this matter. The Foreign Office (Department of Communication) shall prepare yearly planning meetings for the visitors’ programme in the Federal Republic of Germany and shall invite the Goethe-Institut to these meetings.

2) Entry to the minutes for Article 1, Section 1, Subsection 3b of the Basic Agreement

The media named in Article 1, Section 1, Subsection 3b aa-cc are produced and published on the sole responsibility of the Goethe-Institut.

- (2) The activities of the Foreign Office in these areas, particularly commissions to third parties and the promotion of facilities abroad which serve cultural interchange, shall not be affected by this Agreement. As a rule, the views of the Goethe-Institut will be heard on such matters.
- (3) The Goethe-Institut shall perform its contractual duties on its own responsibility pursuant to Article 2 of its Articles of Association. This will take place within the scope of the Guidelines, the overall and regional planning and the coordination work of the Foreign Office. Details of the organisation of the Federal Republic of Germany's visitors' programme in accordance with Article 1, Section 1, Subsection 3a and the duties described in Article 1, Section 1, Subsection 3b are regulated in entries to the minutes. These entries to the minutes are an integral part of this Agreement and shall come into force at the same time as the Agreement.
- (4) Further duties in accordance with Article 1, Section 1 may be assigned to the Goethe-Institut; the nature and scope of such duties shall be stipulated in each individual case.

ARTICLE 2

- (1) The Foreign Office and the Goethe-Institut shall work closely together on the implementation of the contractual duties. They shall require their diplomatic staff and employees to cooperate loyally with one another.
- (2) The Foreign Office shall disclose to the Goethe-Institut the content of its main official decisions and of important reports from diplomatic missions abroad, as well as suggestions, complaints, decisions and any other incidents insofar as these are of significance for the work of the Goethe-Institut. It shall invite the Goethe-Institut to its own meetings and consultations which are of significance for the performance of contractual duties and shall hear its opinion on the topics on the meeting agenda.
- (3) The Goethe-Institut shall regularly report on its work (in particular in its annual reports) and on measures and other incidents which influence cooperation or relate to the responsibilities of the Foreign Office in the field of cultural policies and public relations abroad.
- (4) The Goethe-Institut shall continuously send to the Foreign Office all important circulars and shall obtain its prior consent on such questions that affect the relationship of the Goethe-Institut and its cultural institutes to the Foreign Office or to diplomatic missions abroad.

ARTICLE 3

- (1) Talks shall be held between the Foreign Office and the Goethe-Institut at regular intervals. The subject matter of such talks shall be the coordination of planning, the current programmes of the head office and their implementation in the area of the contractual duties as laid down in Article 1, Section 3, Sentence 2. The Goethe-Institut and the Foreign Office shall make the preparations for these talks by drawing up the planning documents, unless otherwise provided.
- (2) The Goethe-Institut shall inform the Foreign Office at an early stage of planned trips abroad to be taken by members of the head office and shall consult with the latter regarding its progress and the tasks.

- (3) The Goethe-Institut shall organise regional conferences and work discussions for the heads of the cultural institutes. The purpose of such conferences is to exchange experiences, discuss the guidelines for future work and coordinate the programmes of future events. The regional conferences should be attended by the cultural attachés of the participating diplomatic missions abroad.
- (4) The Goethe-Institut shall inform the Foreign Office and the diplomatic missions responsible of all regional conferences in sufficient time to permit them to appoint official delegates to attend. In all cases, the Goethe-Institut's regional director shall report to the participating diplomatic missions abroad on the outcome of the regional conferences and work discussions by sending them the minutes.

ARTICLE 4

- (1) The consent of the Foreign Office is required for establishing or closing cultural institutes. The Goethe-Institut shall comply with proposals made by the Foreign Office regarding the establishment or closure of cultural institutes.
- (2) Cultural institutes and their staff shall in principle be subject to the laws and regulations applicable in the host country. Their status must be separately agreed with the respective host country in each individual case.
- (3) The settlement of questions relating to status is the responsibility of the Foreign Office. The Foreign Office shall endeavour to resolve matters of status for the cultural institutes and the staff assigned to them in consultation with the Goethe-Institut in such a manner that the performance of contractual duties is facilitated as well as possible. The diplomatic missions shall endeavour to obtain the best possible working conditions for the cultural institutes. The Goethe-Institut shall ensure that the cultural institutes perform their statutory obligations in compliance with the laws of the respective host country.
- (4) Institute directors shall be responsible for the programmes offered by the cultural institutes.
- (5) The responsibility of diplomatic missions on matters of cultural policy abroad and public relations within their territory, including coordination and planning control, will not be affected by the cultural institutes performing their contractual duties.
- (6) The cooperation between diplomatic missions and cultural institutes shall be subject to the provisions of Article 2, Section 1 accordingly. The diplomatic mission shall keep the cultural institute informed of all events and contacts which could exert an influence on the cultural institute's activities and on their cooperation. Institute directors shall inform the diplomatic mission at an early stage of all events and measures, and particularly of any contacts, which could be of significance for their cooperation or which affect the political responsibilities of the diplomatic mission. Should the head of the diplomatic mission express doubts regarding contacts which could put a strain on political relations with the Federal Republic of Germany or could give grounds for security concerns, the director of the institute shall take action accordingly.
- (7) Talks shall take place at regular intervals between the head of the diplomatic mission or an appointed member of the diplomatic staff and the institute director, at which all matters of interest to both parties relevant to cooperation are to be discussed. Programme planning should be placed on the agenda for discussion early enough to permit the diplomatic mission to express its opinion and, where necessary, to change the programme. Should the head of the diplomatic mission object to an event within the scope of the political duties assigned to him, then the institute director shall take appropriate action. In such cases the head of the diplomatic mission shall report to

the Foreign Office and the institute director to the head office of the Goethe-Institut. At the request of the Goethe-Institut, the Foreign Office shall look into whether the objection was justified.

- (8) Within the scope of his or her political duties, the head of the diplomatic mission, after consultation with the institute director, may also hold his or her own events – to be designated as such – on the premises of the cultural institute or combine them with events organised by the cultural institute. The preparation and holding of such events must take into account the interests of the Goethe-Institut.
- (9) Invitations to the head of state or the head of government to events held at the cultural institute must always be issued by the head of the diplomatic mission. Invitations to members of the government and heads of foreign missions shall be agreed with the diplomatic mission.
- (10) The head of the diplomatic mission and the diplomatic staff he or she has put in charge of cultural policy work shall always be invited to events organised by the cultural institute.
- (11) Budgeting and accounting for the cultural institutes abroad shall be performed in accordance with Part 1 of the administration manual issued by the Goethe-Institut with the consent of the Foreign Office (“Das Rechnungswesen der Kulturinstitute im Ausland” or Accounting for cultural institutes abroad) as amended.

ARTICLE 5

Each year the Goethe-Institut shall submit to the Foreign Office a draft budget drawn up in the form of and in accordance with the principles applicable to the federal budget and shall include a staffing and organisation plan for the subsequent budget year.

The Goethe Institut shall be informed as early as possible of the deadlines for the submission of its draft budget. The Goethe- Institut shall be kept informed of the progress made in the budget preparation procedure.

ARTICLE 6

- (1) The Goethe-Institut shall be given funding for the performance of its contractual duties, the amount of which will be decided by the Foreign Office within the funds available in the budget and made known by notification of the grant. The Goethe-Institut will be informed of the staffing plan by the Foreign Office after the approval of the administration plan by the German parliament (Bundestag). It shall be binding. Any deviations from the staffing plan require the prior consent of the Foreign Office.
- (2) The principles applying to the use of federal grants and the proof and examination of such use (general budgeting principles) issued in implementation of Articles 23 and 44 Federal budget regulations (BHO) and the special budgeting principles of the Foreign Office relating to the allocation of federal grants as amended accordingly are deemed an integral part of this Agreement. The Foreign Office shall inform the Goethe-Institut of any amendments and supplements to the special budgeting principles as soon as possible. The same shall apply to any additional requirements that may become necessary.
- (3) The Goethe-Institut may only take on legal obligations for the performance of its contractual duties within the scope of the budget funds approved for this purpose by the Foreign Office.

- (4) Funds from third parties which the Goethe-Institut receives from private donors or revenues from a foundation which is still to be established by the Goethe-Institut shall be used first and foremost for the performance of contractual duties.
- (5) The Goethe-Institut shall apply for the written consent of the Foreign Office prior to
- establishing obligations which extend beyond the budget year, apart from staff costs which have been approved in the staffing plan,
 - entering into new or extending existing lease agreements irrespective of the term of the lease. The extension of an existing lease requires no consent if
 - the lease agreement is extended within the scope of the normal activities of the institute for an institute building,
 - an increase in rent not exceeding 10% is agreed,
 - the lease agreement contains a "diplomatic clause" and
 - termination of the lease agreement is barred for a period no longer than 5 years.

By giving its consent, the Foreign Office undertakes to provide the funding required for these measures.

- (6) The funds approved by the Foreign Office shall be paid out to the Goethe-Institut as called in accordance with the "Richtlinien zur Auszahlung von Bundesmitteln an Zuwendungsempfänger und an Bundesmittel verwaltende Stellen außerhalb der Bundesverwaltung" (Guidelines for the payment of federal funds to grantees and to offices administering federal funds outside the federal administration). In this context the Goethe-Institut shall proceed in accordance with the provisions of the guidelines and, in particular, shall take the funds only insofar as and not before it needs them for the settlement of due payments within the scope of the use to which they are to be put. This principle shall apply accordingly to funds supplied to cultural institutes abroad by the head office of the Goethe-Institut. At the end of a budget year, the head office shall return without delay to the Foreign Office any grant money which has not been used. The cultural institutes shall deliver such sums to the diplomatic missions responsible as soon as the first instalment of operating funds has been received for the new accounting year.
- (7) In cases where funds were not used for the intended purpose, the Goethe-Institut shall submit the precise details to the Foreign Office together with a statement regarding the responsibilities.
- (8) The Foreign Office has exclusive authority for the acquisition, encumbrance and sale of land or similar property rights and any construction work. Any real estate abroad which is the property of the Federal Republic of Germany and has been handed over to the Goethe-Institut for use shall be used by it free of charge and administered by it in a fiduciary capacity.
- (9) With respect to movable property the Foreign Office shall waive the required annual submission of a stock list (equipment file) which must be kept by the head office of the Goethe-Institut and the cultural institutes abroad. The keeping of a stock list by the cultural institutes abroad shall be monitored by the head office of the Goethe-Institut and the stock shall be checked annually by the diplomatic missions.

ARTICLE 7

- (1) After the expiry of each budget year, at the latest by 1 September of the following year, the Goethe-Institut shall submit to the Foreign Office a report of its activities (factual report) and an audit report drawn up by a chartered accountant. Furthermore, each quarter and at the end of the year, on the 15th day of the following month, the Goethe-Institut shall submit to the Foreign Office an overview in figures of the income and expenditure broken

down as provided in the budget plan. Instead of the income and expenditure for the cultural institutes abroad, the total amount of the funds paid to them for operations is to be stated.

- (2) The Foreign Office may stipulate how bookkeeping and cash accounting are to be performed. The Goethe-Institut shall be responsible for clearing up any complaints made in the course of examining the evidence of how funds were

ARTICLE 8

- (1) The terms of employment for staff remunerated out of federal funds who work in Germany, are assigned abroad or are Germans working at cultural institutes abroad but not assigned as staff shall be in accordance with tariff agreements made pursuant to Section 2 below. For Germans employed after 31 March 1991 working at cultural institutes abroad but not assigned as staff Article 8, Section 5 applies.
- (2) Tariff negotiations shall be performed upon application by the Foreign Office with the consent of the Federal Ministry of Finance by virtue of the power of attorney from the Goethe-Institut through the Federal Ministry of the Interior. The Foreign Office shall permit the Goethe-Institut to participate in such tariff negotiations and in the preparations thereof. The finalisation of a tariff agreement requires the consent of the Goethe-Institut.
- (3) In the event of termination of a tariff agreement – barring any consequential effects – new terms of employment can be created only with the consent of the Foreign Office and the Federal Ministry of Finance.
- (4) Exempted and non-tariff salaries and employment contracts with remuneration higher than that provided in the BAT (Tariff Agreement for German Federal Employees) require the prior consent of the Foreign Office.
- (5) The terms of employment for the staff of cultural institutes who are remunerated out of federal funds but have not been assigned abroad shall be laid down in consultation with the diplomatic mission in accordance with what is customary locally.
- (6) In the provisions relating to the terms of employment of its staff the Goethe-Institut shall reserve the right to give them notice at the earliest possible date in the event that this Agreement is terminated or in the event that the Goethe-Institut – as a consequence of political or economic developments – is required to restrict its work substantially or, in the case of non-assigned staff, if its activities at its place of work must be restricted or discontinued.
- (7) The Goethe-Institut shall apply the Federal Equal Opportunities Act (BGleiG - Bundesgleichstellungsgesetz) by analogy as amended accordingly. Every four years the Goethe-Institut shall submit to the Foreign Office a progress report as to the situation of women compared to that of men and the analogous application of the Federal Equal Opportunities Act without making reference to any personal data.

ARTICLE 9

- (1) If in the substantiated view of the Foreign Office any assigned employee of the Goethe-Institut has harmed Germany's reputation or if their conduct puts a strain on political relations between the Federal Republic of Germany and the host country or third countries, the Foreign Office may require their immediate suspension.

They are to be recalled from their post if, after the Goethe-Institut has examined the matter and heard the person concerned, the Foreign Office sees no way of altering its assessment of the case.

- (2) In similar cases, local staff are also to be suspended from service. If there is good cause for doing so, employment shall be terminated.

ARTICLE 10

Should a crisis occur, the Goethe-Institut shall take any necessary protective measures for its assigned staff in consultation with the Foreign Office and shall give them instructions, if necessary, to follow the advice of the diplomatic mission. Where danger is imminent or if communication lines have broken down the head of the diplomatic mission concerned has the right to give orders to assigned staff at the cultural institute. This right includes instructions to leave the danger zone.

ARTICLE 11

- (1) This Agreement shall also apply to existing legal relationships. It is drawn up for an indefinite period of time and may be terminated by either party by giving twelve months' notice to the end of a year. Notice must be given in writing. The Agreement shall be deemed terminated at the end of the year by the Goethe-Institut if an amendment of the Articles of Association is resolved against the opposition of the Foreign Office and the Foreign Office maintains its opposition after examining the matter within two weeks by making a declaration to the president to this effect.
- (2) If this Agreement is terminated, the Foreign Office shall provide the funds needed to fulfil existing obligations. Should any obligations be entered into after notice of termination has been given, the consent of the Foreign Office must be obtained.
- (3) On termination of this Agreement the Goethe-Institut shall terminate all agreements relating to its contractual duties at the earliest possible date. Any unused grants are to be refunded to the Foreign Office. Any land, buildings and movables which are the property of the federal government are to be surrendered in the course of completion. Insofar as they have become the property of the Goethe-Institut, the ownership of any real estate and objects procured with funds supplied by the Federal Republic of Germany is to be transferred to the Federal Republic of Germany. This shall not affect the right of the Federal Republic of Germany to require compensation instead of this, pursuant to Section 7 of the general budgeting principles.
- (4) This Agreement shall also apply to legal relationships created through the merger of the Goethe-Institut zur Pflege der deutschen Sprache im Ausland und zur Förderung der internationalen kulturellen Zusammenarbeit e. V. with Inter Nationes e. V. and to legal relationships which were created before the merger by the agreements between the Federal Republic of Germany and Inter Nationes e. V., dated 23 June 1986, and between the Federal Republic of Germany and the Goethe-Institut zur Pflege der deutschen Sprache im Ausland und zur Förderung der internationalen kulturellen Zusammenarbeit e. V., dated 30 June 1976. This Agreement also applies to legal relationships created by the agreement made between the Federal Republic of Germany and Goethe-Institut Inter Nationes e. V., dated 17 January 2001.

ARTICLE 12

Amendments and supplements to this Agreement must be in writing. No verbal covenants have been made.

ARTICLE 13

This Agreement shall come into force upon annulment of the agreement between the Federal Republic of Germany and the Goethe-Institut Inter Nationes e. V. dated 17 January 2001.

BERLIN, DATED 12 AUGUST 2004

The Foreign Office
represented by
Wilfried Grolig
Head of the Department
for Culture and Education

MUNICH, DATED 26 JULY 2004

Goethe-Institut e. V.
represented by
Dr. habil. Andreas Schlüter
General Secretary

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MUNICH, DATED 26 JULY 2004

Goethe-Institut e. V.
represented by
Dr. habil. Andreas Schlüter
General Secretary

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