

## Basic Agreement Concerning GRAPHIC DESIGN

BETWEEN

Goethe-Institut Bangladesh  
Road 9(New), House 10  
Dhanmondi R/A, Dhaka 1205  
represented by

– hereinafter called the “Goethe-Institut” –

AND

Name  
Prefix/suffix (titles/degrees/pseudonym)  
Street address  
Postal code, city or town

– hereinafter called the “Designer” –

### § 1 Objects

- (1) The Goethe-Institut shall commission the Designer by individual order in each case to create graphic design products (hereinafter called the “Work”) to be published and made accessible to the public, particularly on the Goethe-Institut’s website [www.goethe.de](http://www.goethe.de) and any other websites in which the Goethe-Institut participates (e.g. [www.pasch-net.de](http://www.pasch-net.de)), as well as for use in printed and/or digital form.
- (2) In each individual order the Goethe-Institut will provide a brief for the graphic design product and the deadline for delivery of the design in full. The agreed deadline shall be binding. The graphic design products must be complete and correct based on the brief and delivered to the respective orderer at the Goethe-Institut by email.
- (3) Each order must be placed in writing. An email shall also suffice to meet this requirement of written form.
- (4) The Goethe-Institut shall be entitled, but not obliged, to publish the Work.

### § 2 Grant of rights

- (1) For the publication and use of the Work as per § 1, the Designer hereby grants the Goethe-Institut the non-exclusive right to make the Work publicly available (“right of online use”) as well as the rights of reproduction and distribution worldwide and in perpetuity in all media now known or hereafter devised. This right shall also encompass the right to use parts

or all of the Work in connection with other works not translated by the Designer. Specifically, this grant of rights includes the rights to use the work in any and all of the following ways:

- a) The right to make the Work accessible to an unlimited public, free of charge or for a fee, by means of digital or other data storage or transmission technology, with or without caching, in such manner that all users can access the Work at any time and place they choose and can store and/or download and/or share it by means of TV, PC, e-book reader, mobile telephone or other wired or wireless devices, e.g. via Internet, UMTS, cable, satellite, cellular radio or other means of transmission (in particular, push and pull services such as podcasting), including interactive use of the Work and use thereof in social media networks (e.g. Facebook) (“right to make publicly accessible”, “online right”).
  - b) Reproduction and distribution of the Work in unlimited quantity on electronic/digital – including interactive – data carriers (electronic/digital offline right), including in particular on cassette, video, CD, CD-ROM, mini CD, DVD and e-book reader.
  - c) Reproduction and distribution in printed form (“print right”) for all editions (e.g. school and student’s editions, special editions) in unlimited quantity. This print right encompasses in particular hardcover and paperback editions, microcopy, microfiche and micro-form editions, reprints, magazines, newspapers and anthologies as well as photomechanical processes including fax, and every means of distribution such as the retail book trade, secondary market, book clubs, open and closed user groups and in every format, e.g. mini, standard, midi and jumbo formats, as well as print-on-demand and special editions for the visually impaired.
  - d) Editing/adapting the Work, within the customary bounds of editorial practice, without distorting the meaning, and with due regard for the author’s moral rights, in particular abridging the Work, changing or adding headings and/or subheadings, linking the Work to other works through hyperlinks, as well as summarizing the content (abstracts) and using edited/adapted versions as per subclauses a to c.
- (2) The rights granted under Clause 1 encompass the use of materials appurtenant to the Work, e.g. illustrations, graphics, tables, audio recordings and transcriptions in printed or electronic form.
- (3) The Designer guarantees that no third-party rights in his Work exist that could curtail or prohibit its use by the Goethe-Institut, and as a precautionary measure undertakes to indemnify the Goethe-Institut against any third-party claims including costs of legal defence.
- (4) In using the Work, the Goethe-Institut shall duly credit the Designer by name.

### **§ 3 Remuneration**

- (1) For each graphic design product and the rights granted under § 2, the Designer shall receive a fee based on the Price Sheet (Annex).
- (2) The invoice shall be issued quarterly ~~monthly~~ for the individual orders performed in the respective previous month. The fee must be invoiced with VAT indicated separately. If the Designer is exempt from payment of VAT, this exemption must be indicated on the invoice.
- (3) The fee will be paid into the Designer's bank account as indicated on the invoice.
- (4) The fee paid by the Goethe-Institut shall cover all the Designer's claims.

### **§ 4 Quality of the translation and cancellation**

- (1) Each graphic design product must adhere to the briefing.
- (2) In case of serious errors in the Work, the Goethe-Institut shall be entitled to demand that the Designer correct the Work accordingly without any additional remuneration. If the Designer fails to carry out this obligation within a reasonable period of time after being so requested, the Goethe-Institut may carry out the correction itself or through a third party. In this case the Designer shall defray the cost of the substitute performance, though at least €50. The Designer's remuneration claim shall be set off against the Goethe-Institut's compensation claim for this purpose and reduced accordingly.
- (3) In lieu of substitute performance, the Goethe-Institut may summarily cancel the corresponding order, in which case the Designer shall not be entitled to any fee for the faulty Work.

### **§ 5 Rescission of order**

If the Designer realizes that he or she will not be able to complete the Work by the deadline stipulated in the order, he or she must notify the Goethe-Institut thereof immediately, stating the reasons for the delay. In this case the Goethe-Institut shall be entitled to rescind the order. In the event of rescission, the Designer shall not be entitled to the agreed remuneration. The Goethe-Institut reserves the right to claim damages in the event that the Designer is to blame for the failure to meet the deadline.

## § 6 Effective date and duration

- (1) This Basic Agreement shall take effect upon being signed by both parties. It shall run from \_\_\_\_\_.\_\_\_\_\_ to \_\_\_\_\_.\_\_\_\_\_ and shall then be automatically extended every year for another year up to \_\_\_\_\_.\_\_\_\_\_, unless terminated in writing with three months' notice for the end of the currently running Agreement.
- (2) The rights granted under § 2 shall remain unaffected by the termination of this Basic Agreement.

## § 7 Final provisions

- (1) This Agreement is subject to Bangladeshi law. To the extent permissible by law, Dhaka shall be the venue for any disputes arising out of this Agreement.
- (2) Alterations and additions to this Agreement must be made in writing, as must any waiver of this requirement of written form itself.
- (3) Should any provision in this Agreement be invalid or void, the validity of the rest of the Agreement shall not be thereby affected. Instead, the invalid provision is to be replaced by a legally valid one that comes closest to the purport and economic impact of the invalid provision.

Dhaka, DATE:

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For the Goethe-Institut

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Designer