

Agreement Between Turkey Design Council, the Designer and the Craftsperson

This Agreement (the “**Agreement**”) is signed by the following parties on ____/____/2021 on the following terms and conditions:

(1) **Türkiye Tasarım Vakfı (Turkey Design Council)** established and operating under the laws of republic of Turkey, registered with İstanbul Trade Registry with No. 187537-5 and having its headquarters located at the address of Kuzguncuk Mahallesi, Kuzguncuk Çarşı Caddesi, Kuzguncuk İskelesi Apartmanı No:9-11/2, Üsküdar, İstanbul (shall hereinafter be referred to as the “**Turkey Design Council**”);

(2) [•] with [•] personal identification number (shall hereinafter be referred to as the “**Designer**”)

and

(3) [•] with [•] personal identification number (shall hereinafter be referred to as the “**Craftsperson**”)

Turkey Design Council, the Designer and the Craftsperson shall hereinafter be referred to as the “**Party**” individually and the “**Parties**” collectively.

WHEREAS;

(A) Turkey Design Council undertakes to finance the production of the prototypes of the Designer’s Design Proposal and to provide the communication between the Designer and the Craftsperson.

(B) Turkey Design Council has agreed with the Designer and the Craftsperson for the production of the prototypes and products, and the Designer and the Craftsperson have undertaken to fulfill their obligations in line with the terms and conditions of this Agreement.

Now, therefore, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Agreement,

“**Craftsperson**” means the person who shall produce the Prototypes in accordance with the Design Proposal with the Designer.

“**Designer**” means the person whose Design Proposal has been chosen by Turkey Design Council.

“**Design Proposal**” means the design proposal that is submitted by the Designer to the Project web page, and which has been selected by the jury representing Turkey Design Council.

“**Monetary Compensation**” means the payment that shall be made by Turkey Design Council to the Designer to compensate for the time of the Designer, which is specified in the Article 4.2.

“**Project**” means European Union project "From Ancient Anatolian Crafts to Contemporary Designs" CCH-II/231 which is financed under the “Grant Scheme for Common Cultural Heritage: Preservation and Dialogue between Turkey and the EU–II (CCH-II).

“**Prototype**” refers to the 2 (two) prototypes that shall be produced by the Designer and the Craftsperson in accordance with the Design Proposal.

“Production Process Period” means the 5 day-period that the production process of the prototypes will be carried out.

1.2 Rules of Interpretation

For the purposes of this Agreement,

- a) any reference to any person or entity shall mean the natural persons or legal entities, unincorporated communities (including unincorporated associations, joint ventures or consortiums), governmental or state agencies, organizations and other institutions having a separate legal entity or personality.
- b) The term “including” shall mean including but not limited to.
- c) Unless understood otherwise from the context, singular versions shall include the plural and vice versa.
- d) References to any Articles shall be interpreted as references to the Articles hereof.
- e) Headings do not affect the interpretation of this Agreement.
- f) References made to any Law shall be interpreted as a reference to the relevant Law or its any provision as it may have been amended, modified or reenacted from time to time (regardless whether this was done before or after this Agreement), as well as the provisions of the legislation that has been reenacted or is secondary (if any).

2. Representations of the Designer

- 2.1** The Designer hereby represents that the Design Proposal is its own and does not infringe on any existing intellectual rights.
- 2.2** The Designer has given its consent to the use of its Design Proposal for the promotion of the Project in all communication channels and indefinitely.

3. Obligations of the Designer

- 3.1** The Designer hereby undertakes to:

- (i) work with the Craftsperson for the production process of the Prototypes,
- (ii) adjust the Design Proposal in accordance with the Craftsperson’s recommendations to allow the Prototypes to be executed,
- (iii) be present for the Production Process Period of the prototypes which shall last for 5 (five) days between February and May 2020,
- (iv) produce 2 (two) prototypes of its design (one to be owned by the Designer and the other to be owned by Turkey Design Council) in collaboration with the Craftsperson and be productive and present at the co-production process,
- (v) allow the process to be documented, the sharing of pictures, the production of other promotional materials and take part in interviews for this purpose.

- 3.2** The Designer hereby entitles Turkey Design Council indefinitely with the right to exhibit the Prototype worldwide without any other prior consent and to use the images of the Prototype and production process (including pictures of the Designer).

- 3.3 The Designer shall declare that the Prototype has been financed by the Project for 2 (two) years after the completion of the Project.

4. Rights and Obligations of Turkey Design Council

- 4.1 Turkey Design Council undertakes to pay all production process costs (up to a maximum cost defined by the project budget) including travel, accommodation, and basic living expenses for the 5 days which shall be sum of [●] EUR.
- 4.2 Turkey Design Council undertakes to pay 750 or 1500 EUR to the Designer (“**Monetary Compensation**”).
- 4.3 Tax liabilities that may arise for the Monetary Compensation in accordance with the Turkish Law shall be paid by Turkey Design Council. For the avoidance of doubt, Turkey Design Council shall not be responsible for the tax liabilities that may arise for the Monetary Compensation in accordance with the Designer’s country’s law.
- 4.4 Turkey Design Council shall provide translation assistance and help in organizing the production process.

5. Production of the Products

- 5.1 After the production of the Prototypes, the Craftsperson has the right to be offered first for the eventual or potential production of the products, provided that all rights regarding the design belonging to the Designer.
- 5.2 Turkey Design Council shall provide the communication between the Craftsperson and the Designer.
- 5.3 For the avoidance of doubt, if an agreement between the Designer and the Craftsperson cannot be reached, the Designer reserves its right to choose a different producer for the production of the products.

6. Undertakings of the Craftsperson

The Craftsperson acknowledges, represent, and undertakes to not claim any right over the Design Proposal or the new Design in the event that the Design Proposal is substantially changed and may considered as a new Design during the production of the Prototypes.

7. Termination

In the event of breach of this Agreement, Turkey Design Council has the right to terminate this Agreement, including the obligation of the payment of the Monetary Compensation.

8. Notices

Notices and correspondence required hereunder shall be deemed to have been duly served to the recipient only if provided in English, in writing and delivered by hand (against receipt), sent by mail or courier and by e-mail transmission; and delivered or sent and transmitted to the addresses specified below or to another address notified by the relevant Party. However, notices or communication described in article 18/III of the Turkish Commercial Code (consisting principally notices of default, rescission or termination) shall be sufficiently given only if delivered via a Turkish notary public or by registered mail, return receipt requested.

For Turkey Design Council

Address: [●]

E-mail: [•]
Tel: [•]
Fax: [•]

For the Designer

Address: [•]
E-mail: [•]
Tel: [•]
Fax: [•]

For the Craftsperson

Address: [•]
E-mail: [•]
Tel: [•]
Fax: [•]

9. Applicable Law and Competent Jurisdiction

9.1 This Agreement shall be governed by the laws of the Republic of Turkey.

9.2 All disputes arising from or in connection with this Agreement shall be finally resolved by Istanbul (Çağlayan) Courts and Execution Offices.

10. Execution

This Agreement, consisting of 10 (ten) Articles, has been signed by the authorized representatives of the Parties on __/__/2021 in three copies with one original copy being retained by each Party.

This publication has been produced with the financial assistance of the European Union. The contents of this publication is the sole responsibility of Turkey Design Council and can in no way be taken to reflect the views of the European Union.