

1. Introduction

These terms and conditions are based on the guidelines for professional practice established by the Association On Data And Design community. They define the legal framework governing the cooperation between contractors and clients in the field of information design and data visualization.

2. Scope

2.1 Application

These T&Cs apply to all services in the field of information design, including but not limited to the conception, development, and completion of offers, the implementation of projects and creation of products, the supervision and monitoring of projects and products, as well as training and maintenance services. By accepting the offer and entering into the contractual relationship, these T&Cs become legally binding for both parties.

2.2 Definitions

For the purposes of this agreement, the term 'Contractor' shall refer to the party providing the agreed-upon services, whether an individual, a partnership, or a legal entity. The term 'Client' shall refer to the party commissioning or ordering the services.

3. Conclusion of Contract

3.1 Formation of Contract

A contract is deemed concluded upon the Client's written acceptance of an offer or by signing an additional written agreement.

3.2 Changes to Scope of Work

Any modifications to the agreed scope must be documented in writing, along with adjustments regarding remuneration, timeframe, and project specifications. The consequences of such changes must be mutually agreed upon by both parties.

4. Rights and Obligations of the Parties

4.1 Obligations of the Contractor

The Contractor shall execute the agreed services with due diligence and professionalism, adhering to ethical principles such as transparency, accuracy, and traceability. The Contractor shall respect the Client's internal business strategies, confidentiality, and trade secrets. Unless otherwise agreed, the Contractor retains full creative autonomy over the work. The involvement of third parties in the execution of services is permitted, provided that the Client is informed in advance.

4.2 Obligations of the Client

The Client is required to provide all necessary docu-

ments, resources, and information relevant to the project in a timely manner. The Client guarantees the accuracy, completeness, and timeliness of the information provided. The Client must inform the Contractor if additional service providers are engaged for the same or a similar project. Any failure to fulfill cooperation obligations that results in delays or additional costs shall be borne by the Client.

5. Intellectual Property and Usage Rights

5.1 Copyright and Ownership

Unless otherwise agreed in writing, all designs, concepts, and visualizations created by the Contractor remain the intellectual property of the Contractor. The Client's suggestions or modifications do not establish any independent copyright.

5.2 Usage Rights for the Client

The Client receives a non-exclusive right to use the delivered work as specified in the contract. Any extended usage rights, including modifications or third-party use, require a separate written agreement. If the Client fails to make full payment, all granted usage rights shall be considered revoked.

5.3 Usage Rights for Tenders and Pitches

Clients do not receive any rights to designs that have not been commissioned. Any unauthorized use of a pitch submission without an awarded contract shall entitle the Contractor to appropriate remuneration.

5.4 Transfer of Rights

The assignment of intellectual property rights or the entitlement to apply for industrial property rights shall only be valid if explicitly agreed upon in writing and subject to additional compensation.

5.5 Variants

If multiple design versions are created for the fulfillment of the contract, the granting of rights shall apply only to the final variant selected by the Client. All other versions remain the property of the Contractor.

6. Payment and Compensation

6.1 Contractor Fees

The Contractor is entitled to full compensation for the agreed services. The fee may be structured as a lump sum, an hourly rate, a share of profits, or as a royalty

when the services relate to product design. These compensation models may be combined, and adjustments to estimates shall be made where necessary due to unforeseen developments.

6.2 Expenses and Third-Party Costs

The Client shall reimburse the Contractor for travel expenses, accommodation, material costs, production costs, and any third-party fees advanced by the Contractor. Costs associated with intellectual property registrations shall be borne by the Client if ownership is fully assigned.

6.3 Payment Terms

Fees, expenses, and third-party costs shall be due for payment within 30 days of invoice issuance. In cases of late payment, a default interest rate of 5% per annum shall apply.

6.4 Compensation for Pitches and Tenders

Participation in tenders or competitions shall be subject to compensation unless expressly agreed to be free of charge. Non-binding concepts or visualizations without remuneration shall not be provided.

6.5 Additional Work and Scope Changes

If unforeseen circumstances arise, requiring additional work or changes in scope, the Contractor shall notify the Client in writing. If the Client does not respond within ten days, the time and financial consequences shall be deemed accepted. The Contractor shall not be liable for damages resulting from following the Client's instructions where the Contractor has provided written warnings about potential negative consequences.

7. Data Protection and Confidentiality

7.1 Confidentiality

All project-related data and information shall be kept confidential and may not be disclosed to third parties without the prior written consent of the other party. This obligation remains in effect beyond the termination of the contract.

7.2 Data Protection Responsibilities

The Client is responsible for compliance with data protection laws, including GDPR, when providing personal data.

8. Contract Duration and Termination

8.1 Duration

Contracts end upon completion of the agreed services. Extensions or follow-up contracts require a separate written agreement.

8.2 Early Termination

Contracts may be terminated prematurely for just cause. Services rendered up to the point of termination must be fully compensated.

9. Name Attribution

The Contractor shall have the right to be named as the author in all publications, presentations, and promotions relating to the project. If the contract concerns a physical product, the parties shall mutually agree whether the Contractor's name will appear on the product.

10. Use for Portfolio and Marketing

The Contractor retains the right to refer to the collaboration with the Client in professional publications, exhibitions, and self-promotional materials unless otherwise agreed in writing.

11. Confidentiality

Both parties are required to maintain confidentiality concerning all information exchanged during the contractual relationship. This obligation extends beyond contract termination.

12. Termination Provisions

12.1 Termination Rights

Both parties may terminate the contract immediately for just cause, including but not limited to insolvency, material breach of contract, or non-payment.

12.2 Consequences of Termination

The Client shall compensate the Contractor for all completed work up to the date of termination. The Contractor is not obliged to complete the project after termination.

13. Severability Clause

If any provision of these T&Cs is found to be invalid, the remaining provisions shall remain unaffected and continue to apply.

14. Governing Law and Jurisdiction

14.1 Applicable Law

These T&Cs shall be governed by the laws of the country where the Contractor has its registered office.

14.2 Jurisdiction

The exclusive place of jurisdiction shall be the Contractor's business location unless otherwise agreed in writing.