

Additional Conditions Industrial Design 2021



Explanation

These Additional Conditions may be used for industrial design assignments. They are additions to and derogations of BNO's 2021 General Conditions and it is therefore advisable, insofar as relevant and desired, to expressly include them in the offer in which BNO's 2021 General Conditions are declared applicable. Please note: two options are provided in Article 5.3.

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It is essential to bear in mind that any other addition to or derogation of these provisions may have far-reaching consequences for the liability and the coverage, if any, under liability insurance. It is therefore preferable always to submit any other additional or derogating provisions to a legal consultant (of BNO) or to the insurer (or insurance agent) (see also the explanation of BNO's 2021 General Conditions).

For the licensing of existing designs, the Industrial Design Licensing Agreement or the Royalty Agreement can also be used.

For a transfer of rights, the Additional Conditions Intellectual Property rights can be used.

Specimens:

The following provisions apply in derogation of or in addition to BNO's General Conditions (2021) that govern this offer, a copy of which is enclosed (or: of which you have received a copy).

4 Intellectual property and ownership rights

4.3 Reference to designer and credits

If the result so allows, the client must ensure that the designer's name is stated on the result or its packaging. The manner in which the name must be stated will be determined in consultation.

In the event of publicity concerning the result, the client must ensure that the designer's contribution is clearly apparent. If it has been agreed that third parties will be involved in any change to or elaboration of the result, the client must also obligate such third parties in the event of publicity concerning the result (or an elaboration of the result) to clearly state the designer's contribution.

4.6 Protection and preservation of rights

In the event of infringement of its rights in respect of the result, the designer will, if it so wishes and in order to protect and preserve the rights that vest in the client under this agreement, authorise the client to exercise the rights arising from his copyright and to take action for that purpose both in and out of court, for his own account and in the name of the designer. The parties must provide each other with all the necessary information in taking any measures for this purpose.

5 Use of the result

5.3 Changes to the result

In derogation of the provision of Article 5.3, the client will be permitted to make changes to the result (or to have such changes made) or to further elaborate (or cause the elaboration) of the result, provided that the client respects and follows the basic concept and any guidelines given by the designer.

Alternative:

5.3 Changes to the result In addition to the provisions of Article 5.3 that the client may not make any changes to the result without the designer's prior consent, the designer may not withhold that consent if that would be contrary to the rules of reasonableness and fairness. If the client wishes to make any changes, he must first of all enable the designer to make such changes. A fee will be payable in that respect on the basis of the customary fees charged by the designer

5.6 Variations on the result Without the designer's consent the client may not make any variation or derivative of the result or use the result (or elements of the result) in other results or works.

Although this specimen has been drafted with the utmost care, BNO accepts no responsibility for harm or loss of any kind whatsoever that might arise from any defect in the terms of this specimen or from its use.