

Facopa Advertising Organization

Mehr 9th, 1357 (Persian)

October 1st, 1978 (Gregorian)

Professor Hermann Degkwitz 2201 Hohenfelde, West Germany

Dear Professor Degkwitz:

It was a pleasure to see the sketches sent by you for Lock Means Key. The ideas and the rendering were excellent and I am sure you would be able to come up with many more of such sketches.

I have particularly liked the following two sketches which I would like to commission:

- 'There is no development without hard work'. Sketch No. 2. A)
- 'You may find your paradise anywhere'. Sketch No. 5. B)

I enclose a cheque for DM 5,000 as advance one-third of the DM 15,000 price agreed by you. Also enclosed are two copies of agreement for each painting. Kindly complete the agreement forms as follows:

(i) Fill in the date of the signing of the form in the proper place in

- (ii) Fill in the date by which you would deliver the paintings in Clause 2 of the agreement. During your telephone conversation with our Mr. Riazi, you had promised to finish at least one painting not later than two months from the date of agreement.
- (iii) Sign the form in acceptance of the terms contained therein.
- (iv) Have the agreement attested by an attorney.
- (v) Return one copy of each form to us.
- (vi) Acknowledge receipt of D, 5,000 by signing on the reverse of the enclosed photocopy of the cheque.

I also thank you for the comments sent by you on the 35 paintings discussed by your students. I am also planning to send you diapositives of the remaining selected paintings for discussions and comments by your students. It would certainly help us in knowing the reaction of graphic designers on the ability of these paintings to communicate. I am enclosing the New York Times ad as it was published in April, 1970, and some other literature on Lock Means Key for you and your students.

Sincerely yours,

Farhad Hormozi

FH:hcn/d1

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This will certify that I Professor Hermann Degkwitz of 2201 Hehenfelde.

Farhad Hormozi of Facopa Advertising Organization, Aluminium Building, Tehran, Iran (hereinafter referred to as HORMOZI), with the project created by HORMOZI whose title is 'Lock Means Key', the aims of which are the strengthening of good qualities in individuals by means of advertising power as particularized in HORMOZI's advertisment in the New York Times edition of March 1st, 1970, and I have been commissioned by HORMOZI to do a work of art on his project 'Lock Means Key' for which I have made the initial sketch and he has approved and further assigned me to finish the final art work, and I have accepted the assignment under following conditions:

The said art work is described as below:

An old and broken down building. In the center of the building is a couple. The painting wants to say "you may find your paradise anywhere." It strengthens the quality of 'CONTENTMENT'.

- 2. The total price for the final art work is \underline{DM} 7,500.00 out of which I have accepted and received the amount of \underline{DM} 2,500.00 being one-third of full price on this _____ day of ____ 197 8 ____ the balance of \underline{DM} 5,000.00 _____ to be paid to me on delivery of the finished art work which I promise to be not later than _____ 31. ____ 1979 (finished work means such art work that HORMOZI finds good and of such standard that he can accept).
- 3. In case of any delays in delivery of the finished work further and beyond two weeks from the date menioned in paragraph 2; I shall forthwith return to HORMOZI any payment(s) therefor made by HORMOZI.
- 4. The art work which will be based upon HORMOZI's description of the qualities in question represents my original artistic endeavor and undertaking, conceived and prepared by me without reference to or assistance from any other individal or firm, and will not infringe upon any copyright.
- 5. That I have the sole and unfettered right to make, execute, and deliver a complete and unencumbered assignment of all right(s), title and interest(s) in and to said art work.
- 6. That I have not heretofore nor shall in the future make, execute and deliver any document or do any act which would grant or might give the appearance of granting any interest or right whatsoever in said art work to any individual or firm other than HORMOZI.
- 7. That I am the sole owner of or the only person entitled to apply for copyright protection for said art work throughout the world.
- 8. I hereby irrevocably convey, assign, and transfer to HORMOZI all of my right(s), title and interest(s) in and to said work including, without limiting the generality of this assignment, (A) the right to procure the copyright and any and all renewals and extensions of said copyright in the U.S.A., and in every other country of the world and (B) the right to vary, alter and/or modify said art work and to exploit same commercially by reproduction or otherwise in HORMOZI's sole and unfettered discretion in all forms of media without any restriction either as to mode or manner or time of use or application.
- 9. I shall make, execute and deliver, at HORMOZI's request in the future any and all such further documents as HORMOZI may consider necessary to implement the effectiveness of this agreement, and specifically, the assignment granted in clause 8 (eight) hereof.

