

Living and Working from home

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Clause 1: Objective

1.1. Dutch Design Foundation (“DDF”) organizes together with the Embassy of the Netherlands in Seoul (Dutch Embassy) and Design House (DH), a cross cultural design programme, offering Participants the opportunity to create designs within the theme ‘Living and Working from home’.

1.2. For the project ‘Living and Working from home’, 3 South Korean and 3 Dutch designers will be selected. These Conditions are applicable to these South Korean and Dutch participants (“Participants” or “Participant”).

1.3. The objective is to create a concept/design/prototype focusing on the main topic ‘Living and working from home’, related to one of 3 themes: "public / private", "workspace", or "phygital". The goal of the collaborations within ‘Living and Working from home’ is to exchange and learn from perspectives in different countries and cultures, exchange knowledge and realize designs that bring together strength and skills embedded in the design team.

1.4. The publicity surrounding the project creates interest in the participants among peers and the public. The three projects will be shown during Dutch Design Week 2021 (16-24 October 2021) and Seoul Design Festival (22-26 December 2021).

Clause 2: Participation

2.1. Dutch and South Korean designers will be linked to each other and will form a team. Each team will develop their own design focusing on one of the themes: "public / private", "workspace", or "phygital", within the topic ‘Living and working from home’. This Design Programme fits within DDF’s ambitions of supporting design talent and stimulating designers to design innovative solutions, visions or experiments in response to society now and in the future.

2.2. Participation in this Design Programme is subjected to these applicable Conditions for Participants. By participating in the design programme, Participants agree with these Conditions for Participants.

2.3. The six Participants that will be selected to develop their project will receive the fee specified in Clause 6.2 of these Conditions for Participants.

2.4. DDF will provide a briefing for the Participants. The briefing will be clarified in the introduction organised by DDF. In case of questions about the briefing, contact can always be sought through lio@dutchdesignfoundation.com

2.5. DDF reserves the right to fully exclude a Participant from participation if the instructions and terms as explained in the briefing and these Conditions for Participants are not met.

2.6. DDF is entitled to amend and/or adapt the briefing mentioned in Clause 2.4 of these Conditions for Participants at any moment.

2.7. DDF is entitled to terminate, interrupt or change the design programme and the related terms, including these Conditions for Participants, at any moment. In that case, DDF will inform Participants about this without delay. In the event of termination or interruption during Phase 1, DDF will owe the Participants 50% of the amount stated in clause 6.2 and the intellectual property rights of the designs will remain with the particular Participants; In the event of termination or interruption during Phase 2 DDF will owe the Participants 100% of the amount stated in clause 6.2 and the intellectual property rights of the designs will remain with the particular Participants;

Clause 3: Registration

3.1. Designers can register for the Design Programme through [this link](#). They are asked to motivate their participation in an online form.

3.2. Registration for participation is possible until 20 June 2021, 23:59 (CEST) Questions about the registration module can be addressed to lio@dutchdesignfoundation.com

Clause 4: Designer Selection

4.1. A committee comprising the Partners of the Design Programme (DDF, Dutch Embassy, Seoul Design House) will read all applications and express their preference. A total of 6 designers will be selected from the registrations and will be invited to participate: 3 designers working and living in the Netherlands and 3 designers working and living in South-Korea. Selection will be based on references to previous projects, motivation and possibly in person interviews.

4.2. The committee's decision has a binding effect. All designers who have applied will be notified of the result. The committee will not enter into any correspondence concerning the result.

4.3. In the event of insufficient high-quality applications DDF reserves the right to select fewer Participants.

Clause 5: Designs

5.1. Each design team supplies one design/concept/prototype for participation.

5.2. This design must comply with the conditions stated in writing in the briefing and explained and discussed during the online masterclass.

5.3. In public exposure, DDF will only show visuals after approval from the particular Participant and always ensure the particular Participant's name is stated.

Clause 6: Reimbursement

6.1. DDF will endeavour to generate publicity surrounding the selected designs. When doing so, they will mention the names of the selected designers at all times. Participants will make reasonable effort to be available for promotional activities aimed at (trade) press. (during the presentation of the projects in Eindhoven during Dutch Design Week (16-24 October 2021) and in Seoul during Seoul Design Festival (22-26 December 2021)). Participants are not expected to travel outside of their own country to attend exhibitions. Participants are therefore available to attend presentations in their home country and are digitally available for possible events and promotional events aimed at the trade press outside of their home country.

6.2. The six selected Participants will receive a total amount of € 5.000,00 each (50% after Phase 1 and 50% after phase 2) from DDF for the development of a design. This fee is to compensate the hours spent. For material costs an amount of € 2.000,00 per team is available. All the receipts of the materials need to be attached to the invoice.

6.3. DDF and Design House will organize exhibitions in Eindhoven and Seoul in order the designers to show their designs during both Dutch Design Week and Seoul Design Week.

Clause 7: Planning and Availability

7.1. The participating designers will be available and prepared to be present at the following dates and times:

	Phase 1 Concept phase
29 June	<ul style="list-style-type: none">• online masterclass + introduction programme + 3 themes• speeddates SK + NL designers, form 3 teams

6 July	<ul style="list-style-type: none"> • online update meeting 1
22 July	<ul style="list-style-type: none"> • online update meeting 2
19 August	<ul style="list-style-type: none"> • online concept presentation • designers also deliver short summary of concept in text and image
	Phase 2 prototype phase
2 September	<ul style="list-style-type: none"> • online update meeting 3
16 September	<ul style="list-style-type: none"> • online update meeting 4 • designers deliver short summary of prototype in text and image
30 September	<ul style="list-style-type: none"> • online update meeting 5
	<ul style="list-style-type: none"> • prototype presentation at Seoul Design Festival (22-26 Dec) • designers deliver exhibition at Seoul Design Festival (icw DH)

Clause 8: Intellectual Property

8.1. The intellectual property rights of the designs developed for the Design Programme, will remain fully in the hands of the particular Participants. This means the rights are property of both the South Korean and the Dutch designer.

8.2. DDF, The Dutch Embassy in Seoul and Design House will receive usage rights for non-commercial purposes (for example publicity purposes), which may be used after consultation with the concerned designer(s). If so, the name(s) of the designer(s) should always be mentioned.

8.3. The Participant declares, to the extent that this is known and to the extent that this can reasonably be expected from him/her, to be the exclusive rightholder as the maker of the concept of all IP-rights to each concept developed or made available by the Participant for or to DDF and the Partners within the scope of the Design Programme.

The Participant declares and guarantees that the Participant is the original inventor and maker of the concept.

8.4. The Participant shall be liable for any damage/loss DDF and /or Partners might suffer within the scope of the created design, if Participant appears not to have acted in good faith in the realization of the design and / or this infringes an already existing IP-right and this infringement should or could have been known to Participant in reasonableness.

8.6 If and to the extent it should be known or become known to Participant in the course of time that the design or part of it infringes an existing IP-right, Participant must investigate the potential infringement, to the extent this may reasonably be expected from Participant, for example investigate through internet or through enquiry in writing. Participant must present both the investigation and its results to DDF, after which, by mutual consultation between Participant and DDF, any necessary subsequent steps will be discussed.

Clause 9: Other

9.1. The briefing and these Conditions for Participants are inextricably linked. By agreeing with these Conditions for Participants as described in Clause 2.2 of these Conditions for Participants, the Participant also declares to be familiar and in agreement with the content of the briefing.

9.2. DDF will be entitled at all times to amend these Conditions for Participants and the briefing intermediately.

9.3 Participants will take into account at all times Partners and DDF's legitimate business interests and refrain from conduct that could damage these organisations in a material or immaterial sense.

9.4 If one or more stipulations from these Conditions for Participants should appear to be legally void, the other stipulations shall remain in force. In such a case, as close correspondence as possible will be sought with the purport of the stipulation to be replaced.

Clause 10: Disputes

10.1 These Participant Conditions and all that is related to it, is subject to Dutch law.

10.2 Disputes with regard to these Participant Conditions or with regard to all that is related to it or results from it, will be submitted to the competent court in the Netherlands.

Eindhoven, 25 March 2021