

What if Lab

▷ Sustainable public spaces

What if...

▷ Lab

CONDITIONS OF PARTICIPATION

CONTENTS

CLAUSE 1: OBJECTIVE.....	3
CLAUSE 2: REGISTRATION	3
CLAUSE 3: LAB MANAGER and LAB COORDINATOR.....	3
CLAUSE 4: PARTICIPATION.....	3
CLAUSE 5: RESULTS.....	4
CLAUSE 6: FEE	4
CLAUSE 7: PLANNING AND AVAILABILITY	4
CLAUSE 8: INTELLECTUAL PROPERTY.....	5
CLAUSE 9: OTHER	5
CLAUSE 10: DISPUTES.....	5

CLAUSE 1: OBJECTIVE

- 1.1 Dutch Design Foundation (“**DDF**”) organises together with the Dutch Embassy to Indonesia (“**Client**”) a so-called What if Lab, offering participants the option of creating designs within the theme ‘Sustainable public spaces’ (“**What if Lab**”).
- 1.2 What if Lab is an initiative developed by DDF that connects designers to design questions from governments, companies or institutions. Professional designers and architects are invited by DDF in an open call to apply for What If Lab and introduced to the client.
- 1.3 The objective of this What if Lab edition, called “*What if Lab: sustainable public spaces*”, is to create designs and prototypes focusing on the theme: sustainable public spaces in Indonesia co-created with residents of local neighborhoods in Jakarta. The additional objective of *What if Lab: ‘sustainable public spaces’*, is to promote and reinforce the cultural exchange between the Netherlands and Indonesia. Results will be exhibited in both Indonesia and the Netherlands.
- 1.4 For *What if Lab: sustainable public spaces* a design team consisting of three Indonesian and two Dutch designers will be selected (“**Participants**” or “**Participant**”). Participants are asked to deliver a design focused on the challenge (described in 1.3) based on information from the briefing, the specially organized Kickoff meeting(s) and visiting programme.

CLAUSE 2: REGISTRATION

- 2.1 Designers and design firms can apply for *What if Lab: sustainable public spaces* (hereinafter “What If Lab”) using the provided application form. The application form requires providing a motivation for participation and sharing 3-5 relevant projects from the designers/design studio’s portfolio with accompanying explanations.
- 2.2 Registration for participation is possible until 04-05-2023 via this [link](#). Questions can be directed to Lab Manager Marleen Kokke, marleen.kokke@dutchdesignfoundation.com
- 2.3 From the registration 5 designers will be selected (three Indonesian and two Dutch). A committee comprising DDF, the Client and Lab Coordinator will read all applications and express their preference. Based on the application and subsequent interviews with a selection of applicants, five Participants will be selected for the What if Lab programme. The committee will not enter into any correspondence concerning the result.
- 2.4 Client reserves the right to select less than 5 designers and/or a different ratio of Dutch and Indonesian designers for What if Lab.

CLAUSE 3: LAB MANAGER and LAB COORDINATOR

- 3.1 In coordination with Client DDF has appointed Marleen Kokke (marleen.kokke@dutchdesignfoundation.com) as the What if Lab Lab Manager (hereinafter: Lab Manager).
- 3.2 The Lab Manager serves throughout the What if Lab as point of contact for both Client and Participants.
- 3.3 In coordination with Client DDF will appoint an Indonesian project coordinator at the start of the What if Lab (“Lab Coordinator”).
- 3.4 The Lab Coordinator manages collaborations and visits in Indonesia.

CLAUSE 4: PARTICIPATION

- 4.1 Participants will form a team in order to design and prototype a concept for neighbourhoods in Indonesia that currently lack access to shared community spaces. The concept promotes the use of biobased and reused materials and it also should be co-designed with residents, in order to meet local demands. Finally: the outcomes should be sharable to the broader public. The end result will be a masterplan, a prototype of at least one structure and a design/material guide to share with other communities that want to transform their public space.
- 4.2 Participation is subject to these Conditions for Participants (“Conditions”). By registering for and participation in the What if Lab programme, Participants agree with these Conditions.
- 4.3 DDF invites designers in its wide network to apply for this What if Lab and then submits these applications to Client. For this What if Lab, Client, in collaboration with DDF and the Lab Coordinator will select 5 participants to join the Lab. These participants will receive the compensation specified in Article 7.2 of these terms of participation as compensation for their hours.

- 4.4 DDF, in consultation with Client and Lab Coordinator will provide a written briefing for the Participants. The briefing will be clarified in the Kickoff organized by DDF, Lab Coordinator and Client.
- 4.5 Client reserves the right to fully exclude a Participant from participation in What if Lab if the instructions and terms as explained in the briefing and these Conditions for Participants are not met.
- 4.6 Client is entitled to amend and/or adapt the briefing mentioned in Clause 2.4 of these Conditions for Participants at any moment.
- 4.7 Client is entitled to terminate, interrupt or change What if Lab 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 of What if Lab, Client shall owe the amount specified in Clause 6.2 for Indonesian designers and Clause 6.4 to the Dutch Participants in pro rata to the elapsed time in the Lab on that day.

CLAUSE 5: RESULTS

- 5.1 Design results from the What if Lab must meet the conditions as stated in the briefing and explained and discussed during the master class.
- 5.2 Client is under no obligation to use and/or put into production the selected designs of What if Lab.

CLAUSE 6: FEE

- 6.1 DDF will endeavour to generate public exposure surrounding the designs. This exposure will always state the related designers' names while doing so. During the What if Lab programme, Participants will be available in reasonableness to explain their design for promotional activities aimed at the (trade) press (during the exchange weeks and the presentation of the projects in Jakarta and at Dutch Design Week).
- 6.2 The selected Indonesian Participants will receive an amount of IDR 65,000,000 ex VAT (40% after the kick off on May 2023 and 40% after the residency in Jakarta in June 2023 and 20% at the end of the project) from DDF for their work within What if Lab in achieving the expected results as stated in the briefing, travel to and from Indonesia for the work visit, attending the symposium, meetings and official moments surrounding the exhibition at Erasmushuis (opening, finisage, etc.). The fee is to compensate the hours spent.
- 6.3 Travel to the Netherlands in November 2023, accommodation in the Netherlands during this trip and a limited budget for evening meals will be paid for by DDF
- 6.4 The selected Dutch Participants will receive an amount of 7.500 euros ex. VAT 40% after the kick off on May 2023 and 40% after the residency in Jakarta in June 2023 and 20% at the end of the project) from DDF for their work within What if Lab in achieving the expected results as stated in the briefing.
- 6.5 Travel to Indonesia in June 2023, accommodation in the Netherlands during this trip and a limited budget for evening meals will be paid for by DDF
- 6.6 A joint budget is available for realizing prototypes (material and labour costs) with a maximum of 5.000 euro excluding VAT (approximately 82.000.000 IDR). This budget can be used by the team on the base of quotations or invoices. The Lab Coordinator manages the material budget.
- 6.7 DDF will pay for an exhibition at Erasmushuis for the designers to show their designs in Jakarta (Q1 2024).
- 6.8 DDF will pay for an exhibition at Dutch Design Week for the designers to show their designs in Eindhoven (Q4 2024).

CLAUSE 7: PLANNING AND AVAILABILITY

- 7.1 The participants will be available to join meetings, present and travel to Netherlands/Indonesia on the following dates:
- * Kick off meeting half May 2023;
 - * Dutch designers: travel to Indonesia for 10 days and collaborate with Indonesian designer half June 2023;
 - * Indonesian designers: to collaborate with Dutch Designers in Jakarta for 10 days half June 2023;
 - * Indonesian designers: travel to the Netherlands for 7 days and collaborate with Dutch Designers early November 2023;
 - * Dutch designers: to collaborate with Indonesian Designers in the Netherlands for 7 in November 2023;
 - * Half January 2024 – present outcomes of the project;
 - * Cooperate in the exhibition at Erasmus Huis Q1 2024.

- * Cooperate in the exhibition at Erasmus Huis Q1 2024.
- 7.2 Client is entitled to change dates for travel or meetings at any moment. In that case, DDF will inform Participants about this without delay.

CLAUSE 8: INTELLECTUAL PROPERTY

- 8.1 The goal of this What if Lab is to create, in co-creation with local residents, a design or prototype that can be used by local residents and local governments in public spaces in local neighborhoods in Jakarta. Given this goal, all intellectual property rights ("IP") and copyrights related to the design developed for What if Lab, will become the joint property of all Participants. Client, DDF, Lab Coordinator and all contributors to the project are granted a free, non-exclusive, indefinite right of use for non-commercial purposes in line with the goal of the What if Lab. The IP rights can be used after informing the relevant Participant. Client, participants and contributors must always take care to attribute outcomes to the What if Lab.
- 8.2 The Participant declares and guarantees that (use of the) design is not unlawful towards third parties and does not infringe any third parties' rights, or is subject of a dispute concerning third parties' rights. The Participant specifically declares and guarantees that the (use of the) design does not infringe any third parties' intellectual property rights.
- 8.3 The Participant shall be liable for damages suffered by Client in connection with the design made, if it appears that the Participant did not act in good faith in the creation of the design and/or it infringes on a pre-existing IP right and such infringement should or could reasonably have been known to the Participant.
- 8.4 If and insofar as the Participant should be aware or become aware in the course of time that the design or part thereof may constitute an infringement of an existing IP right, the Participant must investigate the possible infringement insofar as this can reasonably be expected of the Participant, for example by doing research via the Internet or by making written inquiries. The Participant shall submit both the investigation and its outcome to the Client after which, in mutual consultation between the Participant and the Client, any follow-up steps deemed necessary shall 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 After registration, Participant is officially enrolled as a Participant in What if Lab. Participant will subsequently receive confirmation of selection. Once the moment Participant is selected for Participation in What if Lab, the content of these Conditions of Participation becomes current.
- 9.3 Participants will take into account at all times the legitimate business interests of the Client, DDF, Lab Coordinator and refrain from any actions that could be harmful to these organizations in a material or immaterial sense.
- 9.4 If one or more stipulations in these Conditions for Participants must be deemed to be legally ineffective, the other stipulations will remain in force. In that case the purport of the stipulation to be replaced will be followed as much as possible.

CLAUSE 10: DISPUTES

- 10.1 *What if Lab: the sustainable society* is governed by Dutch law.
- 10.2 Any disputes resulting from or associated with What if Lab will be exclusively submitted to the competent court in 's-Hertogenbosch.

Eindhoven, 06 april 2023



What if...

▷ Lab

CONDITIONS OF PARTICIPATION