

What if Lab

▷ **Upcycled turbines**

What if...

▷ Lab

Contents

ARTICLE 1: OBJECTIVE	3
ARTICLE 2: REGISTRATION	3
ARTICLE 3: LAB MANAGER	3
ARTICLE 4: PARTICIPATION	3
ARTICLE 5: RESULTS	4
ARTICLE 6: SELECTION	4
ARTICLE 7: FEE	4
ARTICLE 8: INTELLECTUAL PROPERTY	4
ARTICLE 9: OTHER	5
ARTICLE 10: DISPUTES	5

CLAUSE 1: OBJECTIVE

- 1.1 Dutch Design Foundation (“**DDF**”) organises together with Vattenfall Duurzame Energie N.V. (“**Client**”) a so-called What if Lab, offering participants the possibility to create designs within the theme ‘Upcycled wind turbines’ called “*What if Lab: Upcycled turbines*” (also referred to as “**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, both personally and by means of an open call to apply for What If Lab, and are introduced to the Client.
- 1.3 The objective of this *What if Lab: Upcycled turbines*”, is to create future scenarios for reuse of wind turbine components that maximize an integral reuse and minimize environmental impact "What if decommissioning a wind farm becomes a gold mine of resources?"
- 1.4 For *What if Lab: Upcycled turbines* a design team consisting of three (3) **Participants**” (as defined in clause 4.1”). The Participants are each asked to deliver a scenario or concept focused on the challenge (described in clause 1.3) based on information in the briefing, the specially organized masterclass and intermediate meeting(s).

CLAUSE 2: REGISTRATION

- 2.1 Designers and design firms can apply for *What if Lab: Upcycled turbines* using the provided application form. The application form requires providing a motivation for participation and sharing 3 to 5 relevant projects from the designers/design studio’s portfolio with accompanying explanations.
- 2.2 Registration for participation is possible until 05-10-23 via [this link](#). Questions can be directed to Lab Manager Justine Kontou, via justine@dutchdesignfoundation.com.

CLAUSE 3: LAB MANAGER

- 3.1 In coordination with Client DDF has appointed Justine Kontou, justine@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.

CLAUSE 4: SELECTION PROCESS AND PARTICIPATION

- 4.1 DDF invites designers/design studio’s from its extensive network to sign up for the What if Lab and subsequently presents these registrations to the Client. Based on the application and introductory interviews with a selection of applicants, the Client, in collaboration with DDF, selects 3 participants (the “**Participants**”) to develop a concept for this What if Lab. Participants shall each create a concept for the task provided by the Client as mentioned in 1.3 above.
- 4.2 Participation in the What If Lab is subject to these Conditions for Participants (the “**Conditions**”). By registering for and participation in the What if Lab programme, Participants agree with these Conditions. The Participants will receive the compensation specified in clause 7.2 of these Conditions as compensation for their hours.
- 4.3 The Client reserves the right not to further develop/discuss the concept(s) of the Participants, if the Client concludes that the concept(s) does not provide a suitable solution for the presented task.
- 4.4 DDF, in consultation with Client and Lab Manager, will provide a written briefing for the Participants. The briefing will be clarified in the Kickoff/ masterclass organized by DDF, Lab Manager 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 are not met.
- 4.6 Client is entitled to amend and/or adapt the briefing mentioned in clause 4.4 of these Conditions at any moment. In that case, Client will inform DDF and the Participants without delay.
- 4.7. Client is entitled to terminate, interrupt or change What if Lab and the related terms, including these Conditions, 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 on or before 16-01-2024, Client shall owe the amount mentioned in clause 7.1 to the Participants. In the event of termination or interruption of the What if Lab between 16-01-2024 and 19-03-2024, the Client shall owe the amount specified in clause 7.2. In the event of termination or interruption of the What if Lab after 19-03-2024, the Client shall owe the amount specified in clause 7.3 to the Participants. The intellectual property rights of the designs shall remain with the respective Participants in case of termination or interruption pursuant to this clause 4.7.

CLAUSE 5: RESULTS

- 5.1 The designs from the Participants presented in the What if Lab must meet the conditions as stated in the briefing and explained and discussed during the Kick-off/ masterclass.
- 5.2 Client is under no obligation to use and/or put into production the selected design results of What if Lab.

CLAUSE 6: SELECTION

- 6.1 The design proposed by the Participants will be evaluated by an expert panel comprised of specialists provided by the Client, who may nominate individuals from both within and outside their organization. This panel will assess whether a design meets the criteria outlined in the briefing and explained and discussed during the Kick-off/ masterclass and will determine, based on the presentations and previous discussions during the What if Lab process, whether the Client would like to further develop one or more concepts. The Lab Manager will oversee this process.
- 6.2 The expert panel will convene on 19 March 2024 and during DDW to evaluate the designs presented by the Participants. The Client may select 1, 2 or 3, Participant(s) for further collaboration/development; The Client reserves the right not to select any Participant(s) for further collaboration. Any subsequent collaboration is not part of the What if Lab. For this follow-up, new arrangements will need to be made by the Client with the selected Participant(s). DDF plays no role in the establishment of these new arrangements.
- 6.3 The decision of the expert panel is final and at Client's full discretion. All Participants will be informed of the results. No correspondence shall be entered into regarding the outcome.
- 6.4 The Client and DDF will make efforts to generate publicity attention around the selected designs (if any). They will always mention the names of the Participants. Participants will be reasonably available for promotional activities targeted towards the (professional) press.

CLAUSE 7: FEE

- 7.1 The Participant(s) will each receive a fee of 5000 euros excluding VAT from the Client for attending the masterclass, participating in interim meeting(s) and/or conversation(s) as described in the briefing, developing a concept, and presenting the concept on January 26, 2024.
- 7.2 For the development of the concept into a design with high-quality visual representation that is also suitable for a widely accepted visual medium (the translation of concept into concrete design through, for example, a prototype, model, 3D animation, or video), the Client offers a compensation of 7500 euros excluding VAT. This compensation is intended to cover the hours worked, any travel expenses to meeting(s) and/or conversation(s).
- 7.3 For material and production costs for realizing the concepts at DDW 2024, the Client offers the Participant(s) a compensation of 3000 euros excluding VAT. Additionally, for presence and presentations during DDW (dates to be agreed upon), the Participant will receive an expense allowance of €750,- excluding VAT.
- 7.4 For any potential follow-up process, new arrangements regarding fees and materialization will be established between the Client and the Participant(s).

CLAUSE 8: INTELLECTUAL PROPERTY

- 8.1 The intellectual property rights ("IP") and copyrights of the concept designs selected by the Client for further development/collaboration in accordance with clause 6 will remain entirely in the possession of the Participant(s). The Client shall receive an exclusive right of use, free of charge, for both commercial and non-commercial purposes (publicity purposes) for a period of 2 (two) years, from 19 March 2024, which usage may commence after informing the respective Participant(s). The Client must also always ensure proper attribution of the Participant's name. This right of use does not encompass inventions, know-how, or other IP rights that the Participant has acquired prior to the development of the concept. Furthermore, this right of use does not include inventions, know-how, or other IP rights that have been acquired during the development process of the concept but are not characteristic of the aesthetic features of the concept. The Participant retains these aforementioned rights and can utilize them for future works and product development, only to the extent that such use does not compete with the concept.
- 8.2 The intellectual property rights and copyrights of the conceptual designs that are not selected by the Client for further collaboration/development after DDW will remain entirely with the respective Participant(s). The Client shall receive a non-exclusive usage right, free of charge, for a duration of 1

- (one) year, from 19 March 2024, for non-commercial purposes (publicity purposes), of which usage may occur after informing the respective Participant(s). Proper attribution must always be ensured.
- 8.3 Regarding the IP rights of both the selected and non-selected designs of the Participant(s), it is stipulated that DDF shall be granted a cost-free, non-exclusive right of use indefinitely, albeit solely for non-commercial purposes (publicity purposes) that serve the mission and vision of DDF and its projects.
- 8.4 If designs are selected for further development in a subsequent collaboration, new arrangements regarding the intellectual property rights, including copyrights, as outlined in the participation conditions, must be established between the Client and the respective Participants.
- 8.5 The Participant declares, to the best of their knowledge and as reasonably expected, to be the sole owner of all IP rights, including copyrights, of any concept developed or provided to the Client in the context of the assignment. The Participant declares and guarantees to be the original creator and maker of the concept.
- 8.6. Notwithstanding the provisions in article 8.4, the Client is obligated, in case they decide to further develop a concept after the What if Lab, to first and exclusively engage in a conversation with the respective designer of the concept to explore if this designer can further develop the concept. If the Client, after having explored this possibility decides not to continue the cooperation, the Client shall communicate this in a reasoned decision to the respective designer in writing.
- 8.7 The Participant is liable for damages suffered by the Client in the context of the created design if it is found that the Participant has not acted in good faith during the creation of the design and/or if the design infringes on an existing IP right and this infringement should or could reasonably have been known to the Participant.
- 8.8 If and to the extent the Participant is aware or becomes aware over time that the design or a part thereof may infringe on an existing IP right, the Participant is required to investigate the potential infringement to the extent reasonably expected, for instance, by conducting research online or through written inquiries. The Participant must present both the investigation and its results to the Client, after which, in mutual consultation between the Participant and the Client, any necessary subsequent steps will be discussed.
- 8.9 Inventions, know-how, or other IP rights of the Client shared with the Participants during the What If Lab will remain the sole property of the Client at all times. Participants cannot make any claims to these rights.

CLAUSE 9: OTHER

- 9.1 These Conditions are inseparably linked to the briefing. By registering for this What if Lab, each participating designer/design studio declares to be in agreement with these Conditions, and acknowledges being familiar with and accepting the content of the briefing.
- 9.2 After registration, the participating designer/design studio is officially enrolled as a participant in the What if Lab. The participant will subsequently receive confirmation from DDF of the selection.
- 9.3 Participants will at all times consider the legitimate business interests of the Client and DDF, refraining from actions that could harm these organizations materially or immaterially.
- 9.4 If one or more provisions of these Conditions prove to be legally invalid, the remaining provisions will remain in effect. In such cases, an effort will be made to align as closely as possible with the intent of the provision to be replaced.

CLAUSE 10: DISPUTES

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

Eindhoven, 7 September 2023



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