



GENERAL TERMS AND CONDITIONS DDiD

DUTCH DESIGN in DEVELOPMENT (DDiD)

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

In these terms and conditions, as well as in the Agreement to which these terms and conditions are applicable, the following expressions shall have the following meanings unless the context requires otherwise:

<i>Agreement</i>	means the agreement between Client and/or Local Partner and/or Designer, concerning the Exchange;
<i>Assignment</i>	means the commissioning of an instruction by the Client to DDiD to organize an Exchange, and its written affirmation by DDiD;
<i>Client</i>	means a Dutch or foreign organization or company that commissions DDiD to organize an Exchange with a Designer and/or a Local Partner;
<i>DDiD</i>	means Stichting Dutch Design in Development, a foundation incorporated under the laws of The Netherlands, with its registered seat at Amsterdam;
<i>Designer</i>	means a designer/design agency that DDiD selects and/or invites to participate in the Exchange.
<i>Exchange</i>	means a programme/project in which the Designer uses and shares his/her Know How for an Assignment in a developing country during a fixed term;
<i>General Terms and Conditions</i>	
<i>Conditions</i>	means these General Terms and Conditions;

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Intellectual Property

- Rights* means copyrights, patents, inventions, utility models, Know How, database rights, trademarks and all other similar property rights which may subsist in any part of the world including, where such rights are enhanced or obtained by registration, any registration of such rights and applications as well as rights to apply for such registrations;
- Know How* means intellectual, industrial and/or technical information and techniques in any form including – but not limited to – drawings, test results, formulae, reports, project reports, testing procedures, moulds, models, instruction and training manuals, specifications, tables and operating assets;
- Local Partner* means an organization or company in a developing country that receives Know How and hosts a Designer;
- Parties* means DDiD, Client, Local Partner and/or Designer, and “Party” means one of them;

2 APPLICABILITY

- 2.1 These General Terms and Conditions apply in full to the Agreement and its possible appendices and exclude all other terms and conditions whether provided by Parties (other than DDiD) or third parties, unless previously agreed by DDiD.
- 2.2. DDiD reserves the right to alter these General Terms and Conditions at any time without prior written notice. The latest version of the General Terms and Conditions can be found at the website of DDiD (www.ddid.nl) with a date of last update. Altered General Terms and Conditions shall only be applicable to current Exchanges after consent by all Parties concerned.
- 2.3. In case of difference in interpretation of the Dutch version of these General Conditions and the English version, the Dutch version will be given preference to the English version.

GENERAL TERMS AND CONDITIONS DDiD**3 OBLIGATIONS**

- 3.1. The Assignment is strictly personal and non-transferable. If the assignment concerns more than one Designer, this shall be expressly stated in the Agreement.
- 3.2. The Designer is not allowed to transfer any rights or obligations, as set out in these General Terms and Conditions and/or the Agreement and/or other possible appendices to which these General Terms and Conditions are applicable, to a third person or entity, without prior written consent by DDiD. In case DDiD does consent to such a transfer, the Designer ensures that this third person or entity fulfils all obligations, for which the Designer remains liable.
- 3.3. The Client, Local Partner and Designer each and all exert themselves as to complete the Exchange, barring force majeure. In case a Party knows or foresees that he will not be able to meet its obligations as set out in the Agreement, these General Terms and Conditions and/or possible appendices, it will notify DDiD forthwith.
- 3.4. The Client, Local Partner and Designer shall truthfully provide all required and requested data to DDiD concerning the Exchange.
- 3.5. DDiD shall provide the following services on the Client's instructions:
 - a. Preparation of the Exchange, (Exchange definition, safety and cultural advice, sustainability);
 - b. Recruitment and selection of the Designer and/or the Local Partner;
 - c. Management of the Exchange, including – but not limited to – the provision of an international air ticket;
 - d. Supervision of the Exchange (from the DDiD office in The Netherlands);
 - e. Communication to Parties;
 - f. Communication to the media;
 - g. Contract Management;
 - h. Evaluation of the Exchange.
- 3.6. During a period of twelve months, as from the day of the Assignment, the Client, Local Partner and/or Designer shall not directly or indirectly enter into

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agreements or any other obligations with third parties brought forward by DDiD, without DDiD's prior written consent.

- 3.7. The Designer shall provide DDiD with all necessary data concerning personal health (both physical and mental) and safety matters, as well as all personal data which may be relevant for the management of the Exchange by DDiD. DDiD has the right to postpone or cancel the Exchange if the provision of these data is incorrect, inaccurate or not forthcoming. DDiD has the right to require a copy of a medical certificate as to verify which personal medication the Designer needs.
- 3.8. DDiD shall treat all personal data, as set out in article 3.7, confidentially. As for the personal data processing DDiD shall at all times comply with the actual rules and regulations of the Dutch privacy legislation.

4 Payment

- 4.1. The Client shall pay DDiD the reimbursement for organizational costs as set out in the Agreement.
- 4.2. Payment must be made in the manner and within the period stated on the invoice.
- 4.3. If the Client has not paid the invoice by the due date of the invoice, the Client shall be sent a reminder within 14 days after expiration of the term of payment, in which the Client is given a term of 14 days to meet its obligation to pay. If, after this last term, the Client has not paid, the Client shall be in default without further notice.
- 4.4. Should the Client be in default as set out in clause 4.3, DDiD may suspend the Exchange. The Client and the Client only shall be liable for damages, suffered by Parties as a result of this suspension.

5 Insurance

- 5.1. The Designer is obliged to take out all necessary insurances which at least include, without limitation:
 - a. health insurance;

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- b. travel insurance;
- c. liability insurance;

All insurances must have worldwide coverage.

- 5.2. The term of the insurance must at least be as long as the term of the Exchange. The Designer ensures that all requested insurances cover the possible risks, which come with the Exchange, in a sufficient manner.
- 5.3. DDiD is entitled to inspect the insurance policies as to verify whether the insurances are sufficient and – in case of doubt – may require further information from the Designer (or, with the agreement of the Designer, from the insurance company) about the nature of the insurance and about the timely payment of the insurance premium.
- 5.4. In case the insurances of the Designer appear to be void, incorrect, inaccurate or otherwise not sufficient, DDiD has the right to cancel or suspend the Exchange. The Designer, and the Designer only, shall then be liable for the costs already incurred by DDiD, the Client and the Local Partner.
- 5.5. DDiD shall have no liability for any damages, direct or indirect, suffered by the Designer, the other Parties, or third persons or entities as a result of insufficient insurances of the Designer.
- 5.6. At least within a week before departure to the country where the Exchange will be carried out, the Designer will verify whether the Dutch Ministry of Foreign Affairs has issued a negative travel advice for the territory concerned. If so, the Designer shall inform DDiD without any delay.

6 Inoculations

- 6.1. The Designer shall be personally responsible for acquiring effective inoculations. The Designer shall obtain information from experts on this matter in due time.
- 6.2. DDiD is entitled to verify whether the Designer has met the obligation as set out in article 6.1. Article 5.4 and 5.5 are mutatis mutandis applicable to this clause.

GENERAL TERMS AND CONDITIONS DDiD**7 Travel documents**

- 7.1. The Designer must possess a passport which validity exceeds the term of the Exchange. The Designer shall provide DDiD with a copy of the passport.
- 7.2. If necessary, the Designer shall apply for all visa required in due time. The Designer ensures that the date of entry and the day of departure, as stated in the visa, applies to the term of the Exchange. The Designer shall provide DDiD with a copy of the visa.
- 7.3. DDiD provides the Designer in due time a copy of the "General Safety Rules; prevention and conduct" (last update). The reading of this document is mandatory; the Designer acknowledges the importance of this information and shall do his utmost to live according to it.

8 Intellectual Property Rights

- 8.1. All Intellectual Property Rights with respect to the Exchange which belonged to the Designer at the day of departure remain with the Designer. All Intellectual Property Rights with respect to the Exchange which belonged to the other Parties at the initial date of the Assignment remain with those Parties. For the avoidance of doubt, prior before departure of the Designer to the country of destination, DDiD may require an overview of the Intellectual Property Rights of the other Parties.
- 8.2. Intellectual Property Rights, which will be developed or purchased during the Exchange and/or as a direct result of the Exchange, will be attributed to the Designer. If the legislation of the country in which the Local Partner resides thus requires, Parties shall enter into a deed of transfer of the Intellectual Property Rights to the Designer.
- 8.3. DDiD shall in no respect be acquirer of Intellectual Property Rights. All Parties entitled to Intellectual Property Rights shall indemnify DDiD against any claims by third parties for damages or compensation due to (possible) infringement of their Intellectual Property Rights.

9 Liability

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- 9.1. DDiD shall have no liability in the conclusion and/or the performance of the Agreement, except as expressly set out in the Agreement and these General Terms and Conditions.
- 9.2. DDiD shall only be liable for direct damage suffered by other Parties as a result of a shortcoming attributable to DDiD up to a maximum of 25% of the organizational costs in the respect of any event or series of connected events. Direct damage includes only: damage to tangible objects, reasonable costs incurred to prevent or limit direct damage and reasonable costs incurred in determining the cause of the damage, the liability, the possible repair and the amount of the damages. Liability for indirect damage is excluded.
- 9.3. DDiD shall not be liable for any damages incurred by the Client, the Local Partner, the Designer or any other third party, regardless whether such damages is of a personal, business, material or immaterial nature, as a result of occurrences before, during and after the Exchange and related thereto.
- 9.4. Any liability of DDiD for damages due to death or physical injury is excluded, save as those damages are due to the wilful intention or gross negligence of DDiD.

10 Force Majeure

- 10.1 Each Party shall be excused from performance of its obligations under the Agreement and these General Conditions if and to the extent that this performance is hindered or prevented as a result of force majeure ("overmacht") as meant in article 6:75 of the Dutch Civil Code.
- 10.2 As used in this General Terms and Conditions, "force majeure" means abnormal and unforeseeable circumstances beyond the control of the party that seeks recourse to force majeure insofar as the consequences were unavoidable despite all precautions. Force majeure includes but is not limited to serious political unrest, war, extreme weather, infectious diseases, negative travel advices or other circumstances that render the Exchange (and/ or its quality) impossible.

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- 10.3 On the occurrence of a force majeure situation the affected Party shall as soon as reasonably practicable after the event arises, notify DDiD of the force majeure situation and give – if possible – a forecast of the duration of the force majeure situation. To the extent and for the period that the Party is unable, due to the force majeure situation, to comply with its obligations under the Agreement and these General Terms and Conditions, those obligations will be suspended for the duration of the force majeure and will not be liable to the other Parties for any loss or damage which will be sustained by the other Parties.

11 Termination or postponement

- 11.1 Without prejudice to any other rights or remedies the Parties may have at law or under the Agreement, any Party shall have the right to terminate the Agreement immediately by serving written notice in the event of: decease of a Party (natural person), bankruptcy, moratorium of payments, seizure or dissolution of the entity.
- 11.2 Each Party may at any time terminate the Agreement by cancellation of the Exchange (“Cancellation”).

In case of cancellation by the Client, the Client is obliged to pay to DDiD the following compensation:

- a. up to 1 (one) month before departure of the Designer: 50% of the total organizational costs and the costs already incurred by the Local Partner and the Designer;
- b. within 1 (one) month before departure of the Designer: 100% of the total organizational costs and the costs already incurred by the Local Partner and the Designer.

In case of cancellation by the Local Partner, the Local Partner is obliged to pay to DDiD the following compensation:

- a. up to 1 (one) month before departure of the Designer: 50% of the total organizational costs and the costs already incurred by the Client and the Designer;

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- b. within 1 (one) month before departure of the Designer: 100% of the total organizational costs and the costs already incurred by the Client and the Designer.

In case of cancellation by the Designer, the Designer is obliged to pay DDiD the following compensation:

- a. within 1 (one) month before departure: the costs already incurred by DDiD, the Client and the Local Partners.

Indebtedness of the compensations as set out in this article shall be immediate and without recourse to the courts.

- 11.3 In case of cancellation by the Designer, DDiD shall reimburse the amount of the organizational costs to the Client.
- 11.4 DDiD shall not be liable for any damages as a result of cancellation (including postponement or interruption due to force majeure) of one of the other Parties. Nevertheless, DDiD shall attempt to limit the financial and other consequences to the fullest extent possible.
- 11.5 In the event of postponement of the Exchange, DDiD shall attempt to assure that the Exchange takes place at a later time. In case postponement is due to cancellation of one of the Parties, DDiD shall attempt to find a replacement for the cancelling Party. If the Exchange can as yet take place, the cancelling Party shall only be charged all extra costs incurred for causing the Exchange to proceed.
- 11.6 In case of cancellation by DDiD for another reason than set out in articles 11.2-11.5, DDiD shall reimburse all organizational expenses already paid by the Client.

12 Dispute resolution

- 12.1 Any disputes that may arise between DDiD and the Client, the Local Partner and/or the Designer shall be subject to the laws of The Netherlands. The Dutch courts shall hear such disputes to the exclusion of all other jurisdictions.

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- 12.2 Complaints about DDiD or the Exchange may be directed to DDiD by registered mail, up to 1 (one) month after the end of the Exchange or, if the Exchange did not take place, up to 1 (one) month after the original departure date stated in the Exchange documents.
- 12.3 All rights to lodge claims expire twelve months after the end of the Exchange or, if the Exchange did not take place, up to twelve months after the original departure date stated in the Exchange documents.

These General Terms and Conditions have been filed at the office of the Commercial Register in Amsterdam under file number 34298662

Last update: February 2009

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