

THE INTERNATIONAL DESIGN WORKSHOP RULES

As part of:

5. edition of the Fresh Design - Young Europe about Design. Bikeability

§ 1. GENERAL PROVISIONS

1. The 5th edition of the international design workshops (hereinafter referred to as the **Workshops**), is an integral part of the project Fresh Design - Young Europe about Design (hereinafter referred to as the **Project**) organized by the Foundation OPEN MIND (hereinafter referred to as the **Organizer**) with its registered seat in Wrocław, Poland (54-001 Wrocław) Średzka 39a/4.
2. The main co-organizer of the Project is the Professional Development Centre Krzywy Komin (hereafter referred to as the **CRZ Krzywy Komin**) with its registered seat in Wrocław, Poland (postal code: 50-207), Dubois 33-35 a. The sole managing and program director of the CRZ Krzywy Komin, GRUPAKREATYWNI.PL Wioleta Król (hereinafter referred to as **the Operator**) with its registered seat in Wrocław, Poland (50-207), Dubois 33-35 a represents CRZ Krzywy Komin in any formal matters connected to the CRZ Krzywy Komin.
3. The main contents co-organizer of the Project and Workshops is the Faculty of Architecture at Wrocław University of Technology located at Wybrzeże Wyspiańskiego 27 (postal code: 50-370), hereinafter referred to as **the Co-organizer**.
4. The program partners of the Project and Workshops are European art and design universities and institutions dealing with the promotion of art, design and architecture, collectively referred to as **the Partners**.
5. The Workshop will be held in Poland, Wrocław on May 12th-22nd, 2017 in CRZ Krzywy Komin (www.krzywykomin.pl).
6. The Workshops are addressed to students of European art universities, including architecture, design, interior design, industrial design, applied arts, visual arts and other students, herein referred to as **the Participants**.
7. The program of the Project and the Workshops include: design workshops, slide presentations prepared by the Participants at home (the topic is the role of the river in the country), meetings, lectures and exhibitions presenting artistic achievements of the Co-Organizer, the Partners and the Participants.
8. The groups will be supervised by the professors and teachers acting as tutors (hereinafter referred to as **the Tutors**).
9. The following attachment constitute an integral part of the rules:
 - a) Application Form
 - b) Instruction Manual for Submission for the Project
 - c) Declaration
10. The Organizer bears full responsibility for the content and the formula of the Workshops.
11. The Rules come into effect from the moment they are published on the website: www.freshdesign.edu.pl
12. These Rules constitute a legally binding agreement between the Participants and the Organizer. The Participants are obliged to read them carefully.

13. These Rules apply to all the Participants.

§ 2. THE IDEA OF THE PROJECT AND WORKSHOPS

1. The project Fresh Design - Young Europe about Design 2017 explores a common history and is focused on the exchange and cooperation between students and universities of architecture, design and art from at least 7 countries, e.g.: Poland, Slovakia, Germany, Italy, Netherlands, Portugal, Iceland. It creates an opportunity to analyze human space from the point of view of young Europeans and adds a voice to the European discussion on the quality of life and the responsibility for the space in compliance with historic and cultural determinants. The focal point of the program constitutes a 10-day long interdisciplinary design workshops held for the fifth time in Wroclaw, Poland. During the visit, the Participants will take part in international workshops, lectures, meetings and field studies in Wroclaw. They will also have an occasion to present their most important artistic achievements at the exhibition (hereafter referred to as **the Exhibition**).
2. The objective of the Workshops is a common creative activity, the exchange of knowledge and experience, as well as the creation of functional and aesthetic spatial arrangements for the river areas in Wroclaw. The workshop will be concluded with a public presentation of the projects and an international public debate on the quality of life in contemporary Europe. The results of work will also be presented in the form of a photo relation prepared by the Partners in their countries (as a post project presentation). The Organizer allows to present the Workshops results in the Partners' countries also in the form of exhibitions provided that the additional financial resources are found to cover the costs associated with it.

§ 3. PARTICIPATION IN THE PROJECT AND WORKSHOPS

1. The Workshop is open to students of art universities (including art, design, architecture, interior design, applied arts and others). The priority is given to the students of partner universities. The students following two-stage higher education system are also allowed to participate.
2. There is a possibility for the Partners to recruit the Participants themselves according to the rules given in this document.
3. Each Participant is obliged to fill an on-line form available on the website www.freshdesign.edu.pl. A complete submission to the Project includes:
 - a) a completed APPLICATION FORM including the data processing agreement (Annex no. 1);
 - b) a BIOGRAPHY of the Participant up to 5000 characters (.doc or .pdf format);
 - c) a PORTFOLIO of the Participant prepared in accordance with the INSTRUCTION MANUAL FOR SUBMISSION FOR THE PROJECT (Annex no. 2). The works presented in the PORTFOLIO should relate to the topic of the Workshops, i.e. art, architecture, interior design, design, applied arts, visual arts.
 - d) a DECLARATION proving an author's copyright under the Act on Industrial Property Law and the Act on Copyrights and Related Rights (annex no. 3).
4. Participants are obliged to pay a non-refundable entry fee: 50 € from countries out of Poland, 200 PLN from Poland, up to 15 working days after the confirmation of participation written to the Organizer by Participant. In case of resignation from the Workshop by the Participant, the fee will not be refunded.

5. It is required that the Participant possess a good command of English since the Workshops are held in English.
6. The selection of the Participants is made by the Jury (hereinafter referred to as **the Jury**), consisting of the representatives of the Organizer, Co-Organizer, CRZ Krzywy Komin and Special Guests.
7. After the confirmation of participation by the Participant, in case of Participant resignation from the Workshop, the Participant is obliged to cover all costs associated with participation (including costs of accommodation and alimentation) within 10 working days after the end of the Workshop. The Participant may be exempted from the above-mentioned financial charge, when the resignation is associated with documented mishap (eg. illness). The Organizer reserves the right to treat each case individually.

§ 4. DATES

1. Applications to the Workshop are accepted to **March 31st , 2017** to 23:59. The documents and the portfolios may be submitted only electronically via the website: www.freshdesign.edu.pl. Any questions or technical problems shall be reported to the Organizer via an e-mail: info@freshdesign.edu.pl.
2. The applications received after the deadline mentioned above will not be considered.
3. The results of the Jury deliberations will be published in the form of a list of the qualified Participants and announced by **April, 2017** on the website www.freshdesign.edu.pl and FB profile on www.facebook.com/fresh.design.wroclaw.
4. The Workshops are held during the visit to Poland on **May 12th – 22nd, 2017**.
5. The Exhibition is held between **May 21st and 31st, 2017**. The Exhibition is preceded by a Press Conference with the participation of the representatives from each of the participating countries on **May 16th, 2017**.
6. A detailed schedule of the Workshops will be sent to the Participants up to 14 days after the participation confirmation.

§ 5. DETAILS OF THE PROJECT AND THE WORKSHOPS

1. In case the Participant is qualified to participate in the Workshops, the works shown in PORTFOLIO (referred to in **§3**) will be presented in Poland during The Exhibition. The Organizer may show other works than these presented in the PORTFOLIO if it is approved by the Jury.
2. The works included in the PORTFOLIO will be evaluated in terms of innovation, functionality, aesthetics and compatibility with the idea of the Project.
3. After receiving the Jury's information about the qualification to the Project, the Participant shall within 48 hours confirm electronically his participation via the address: info@freshdesign.edu.pl subsequently, the Participant shall use the FTP indicated in the correspondence to send a portrait photo and the photos of the selected for the Exhibition works. The photos shall be in the resolution allowing their printing, in accordance with the guidelines provided by the Organizer. Not keeping the deadlines and the parameters specified above will result in rejecting the works from being published in the advertising and promotional materials of the Project and the Exhibition.
4. The Organizer covers partly the following costs of the participation in the Workshops:
 - a) In the case of foreign Participants: travel and transportation cost, including:

reimbursement of tickets, charges for luggage (economy class - plane, train, coach or other means of transport determined by the Parties). The Organizer takes into account the organization of group travel together with the works for the Participants from the same city.

- b) In the case of foreign Participants: The total cost of accommodation and meals for the Participants during the Workshops. The daily board includes breakfast, lunch, dinner. In the case of Participants from Wrocław: the cost of lunch.
 - c) The Exhibition and the promotion of the Participants' works.
 - d) The installation and the disassembly of the Exhibition and – in the case of foreign Participants: the preparation / protection of the works to be sent back in accordance with the guidelines provided by the Participants.
 - e) In the case of foreign Participants: The insurance of the Participants during their travel and visit in Poland, including the exposure insurance of works presented at the Exhibition. The Organizer shall not be liable for the costs of work damage during the transportation if it is caused by the improper packaging and protection by the Participant.
5. The promotion of the Project includes: the concept of the Project, the Partners and Participants, the Exhibition, presentations, the Workshops and a final public debate.
 6. The Organizer is obliged to build a positive image of the Partners, the Participants and the Tutors, promoting their achievements. Furthermore, while presenting the results of Workshops, the Organizer will publish the information about the Partners and the Participants and point to the Participants as co-authors (using their full name, country of origin and the universities they represent) in all the materials where complete information is allowed to be revealed.
 7. The Participants and the Partners of the Project and the Workshops are entitled to publish information about their participation, their role and the scope of activities they are involved in the Project and Workshops as well as about the works created during the Workshops in their own informational and promotional materials and in their portfolios both in print and on-line. In this case, the Partners and the Participants are obliged to:
 - a) accompany the materials with the logos and full names of the Project, the Organizer and the venue the Project takes place.
 - b) sign the works using the personal data of all the Participants who took part in the co-creating process, including: the names, the country of origin and the name of the University attended by the co-authors.
 - c) In case of materials published on-line, the logos should be accompanied by the links to the websites of the Organizer www.fundacjaopenmind.pl and the Project www.freshdesign.edu.pl or in another form agreed jointly between the Parties.

§ 6. PERSONAL DATA

1. In the case of natural persons, the Participant agrees for the processing of personal data in order to implement the Workshop to the extent specified in these document and for the marketing and promotional purposes carried out by the Organizer, the Co-Organizer, and in accordance with the Act on Personal Data Protection of August 29, 1997 (The Journal of Law Journal 1997, No. 133 item. 883). The personal data administrator is the Organizer, namely the Foundation OPEN MIND with its registered seat in Wrocław (54-001) at Średzka 39a / 4. The Participant has a right to access, correct or delete his personal data by sending relevant

information to the address: Foundation OPEN MIND, ul. Dubois 33-35a, 50-207 Wrocław.

2. Revealing personal data by the Participant is voluntary.
3. The participation in the Workshops entails the agreement for these terms and conditions.

§ 7. COPYRIGHTS

1. The submission of the works for the Exhibition depends on the Participant having full copyrights and property rights to the works presented at the Exhibition and sending a signed DECLARATION of copyrights (Annex no. 3). The Organizer accepts also joint works (co-authorship), provided that the Participant reports such a fact while submitting for the Project and Workshops and mentions all the authors of the work.
2. If any claims to the rights to the works presented by the Participant appears, it will be tantamount to their exclusion from the participation in the Exhibition.
3. The Participant is responsible for any potential legal defects of the submitted work and shall absolve the Organizer from any potential claims arising in connection with the potential fallacious declaration referred to in § 7 point 1.
4. The Participant - by applying for to the Project and the Workshops - grants the Organizer a free right to non-commercial use of the materials referring to the submitted product / service such as photos, descriptions, etc.
5. The Organizer has a right to a non-commercial distribution and publication of the submitted materials - in order to promote the Project, the Workshops, the Participants and the Organizer and in order to find money necessary to organize the next edition of the project - in their own media and in the outside media, on the Internet, catalogs and other materials not mentioned here during the implementation of the Project.
6. The works created by the Participants within the framework of the Workshops in Wrocław, Poland will remain at the exclusive disposal of the Organizer during the implementation of the Project.
7. The Participant transfers to the Organizer all the material copyrights to the concepts, projects and researches resulting from the Workshops at every stage of its realization on all the fields of exploitation for an unlimited period of time on an unlimited territory, while retaining the right to the activities described in §5 point 7.
8. In the case of obtaining financial means for the project implementation, the Organizer shall immediately inform the Partners and the Participants to set separate agreements regulating the potential implementation.
9. The grant use mentioned in §7, points 4 comes into effect upon confirming the Participant's will to take part in the Workshops. The transfer of rights mentioned in §7, point 7 comes into effect upon submitting the materials to the Organizer, no later than on the date of Workshop's completion.

§ 8. FINAL PROVISIONS

1. The sole basis regulating the participation in the Project and Workshops consists these Rules.
2. The Organizer is not responsible for any arguments arising from the fault of the third parties.
3. The Organizer may terminate this agreement with immediate effect if:
 - a) The Participant does not fulfill the activities connected to the project;
 - b) The Participant causes damage to himself or to a third party;

- c) The Participant is absent during any events related to the project Fresh Design - Young Europe about Design in 2017 (workshops, meetings, excursions);
 - d) The Participant drinks alcohol or uses any other intoxicants during the project Fresh Design - Young Europe about Design.
- 4. If the Agreement is terminated, the Participant shall bear all the legal and financial consequences of this decision (i.e. the costs of his earlier return travel).
- 5. The Organizer is not responsible legally or financially for injuries or loss of life, the loss or damage to the property of the Participant or third parties arising from the abuse of alcohol or other intoxicants, aggressive behavior, hooliganism or refusal to follow instructions of the Organizer or Co-ordinators of the Project.
- 6. The Organizer reserves the right to modify the Rules of the Project and Workshops in case the changes prove necessary for their proper implementation and completion.
- 7. The sole responsibility for the content of submitted applications is born by the person who sent them. By the participation in the Project and Workshops, the Participant declares that:
 - a) his application does not violate any law,
 - b) in case the declaration proves to be fallacious, the Participant bears full and sole responsibility in this respect. In particular he agrees to cover all the costs related to the case. Moreover, if the fallacious declaration entails any claims against the Organizer, the Participant bears the responsibility for these claims and is obliged to repair the damage and cover any costs incurred by the Organizer in relation to such claims.
- 8. In matters not covered by these Rules, the provisions of the Civil Code and other relevant laws shall apply.