

Carbyon design call

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CLAUSE 1: OBJECTIVE

1.1 Carbyon B.V. ("**Carbyon**") organises a so-called Open Design call, offering participants the possibility to create design concepts within the theme 'direct air capture machines' called "The future design of carbon capture" (also referred to as "Design Call").

1.2 Design Call is an initiative developed by Carbyon, a direct air capture technology developer, based in Eindhoven, The Netherlands. Young designers are invited by Carbyon, both personally and by means of an open call to apply for the Design Call.

1.3 The objective of this Design Call is to create future concepts of what the outside of the Carbyon machines could look like and how they will interact with different environments.

1.4 For *Design Call: The future design of carbon capture* a design team consisting of four (4) 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 Graduate design students and Designers with a maximum of 3 years of working experience can apply for Design Call 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 12-07-24 via the participation form. Questions can be directed to Project Manager Beatrix Bos, via b.bos@carbyon.com.

CLAUSE 3: PROJECT MANAGER

3.1 Carbyon has appointed Beatrix Bos, b.bos@carbyon.com as the Design Call Project Manager (hereinafter: "Project Manager").

3.2 The Project Manager serves throughout the Design Call as point of contact for both Carbyon and Participants.

CLAUSE 4: SELECTION PROCESS AND PARTICIPATION

4.1 Carbyon invites designers from its extensive network to sign up for the Design Call. Based on the application and introductory interviews with a selection of applicants, Carbyon selects 4 participants (the "**Participants**") to develop a design for this Design Call. Participants shall each create a design for the task provided by Carbyon as mentioned in 1.3 above.

4.2 Participation in the Design Call is subject to these Conditions for Participants (the "Conditions"). By registering for and participation in the Design Call programme, Participants agree with these Conditions. The Participants will receive the compensation specified in clause 7.1, 7.2 and 7.3 of these Conditions.

4.3 Carbyon reserves the right not to further develop the design(s) of the Participants, if Carbyon concludes that the design(s) do not provide a suitable solution for the presented task.

4.4 Carbyon will provide a written briefing for the Participants. The briefing will be clarified in the Kick-off organized by Carbyon.

4.5 Carbyon reserves the right to fully exclude a Participant from participation in Design Call if the instructions and terms as explained in the briefing and these Conditions are not met.

4.6 Carbyon is entitled to amend and/or adapt the briefing mentioned in clause 4.4 of these Conditions at any moment. In that case, Carbyon will inform the Participants without delay.

4.7. Carbyon is entitled to terminate, interrupt or change Design Call and the related terms, including these Conditions, at any moment. In that case, Carbyon will inform Participants about this without delay. In the event of termination or interruption of Design Call on or before 18-07-

2024, Carbyon does not own any of the amounts mentioned in Clause 7 to the Participants. In the event of termination or interruption of the Design Call between 18-07-2024 and 18-09-2024, Carbyon shall owe 50% (fifty) of the amount specified in clause 7.1. In the event of termination or interruption of the Design Call after 18-09-2024, Carbyon shall owe the amount specified in clause 7.1 to the Participants. The intellectual property rights of the concepts shall remain with the respective Participants in case of termination or interruption pursuant to this clause 4.7.

CLAUSE 5: RESULTS

5.1 The concepts from the Participants presented in the Design Call must meet the conditions as stated in the briefing and explained and discussed during the Kick-off/ masterclass.

5.2 Carbyon is under no obligation to use and/or put into production the selected concept results of Design Call.

CLAUSE 6: SELECTION

6.1 The concept proposed by the Participants will be evaluated by an expert panel comprised of specialists provided by Carbyon, who may nominate individuals from both within and outside their organization. This panel will assess whether a concept 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 Design Call process, whether Carbyon would like to further develop one or more concepts. The Project Manager will oversee this process.

6.2 Carbyon may select Participant(s) for further collaboration/development; Carbyon reserves the right not to select any Participant(s) for further collaboration. Any subsequent collaboration is not part of the Design Call. For this follow-up, new arrangements will need to be made by Carbyon with the selected Participant(s). 6.3 The decision of the expert panel is final and at Carbyon's full discretion. All Participants will be informed of the results. No correspondence shall be entered into regarding the outcome.

6.4 Carbyon will make efforts to generate publicity attention around the selected concepts (if any). Carbyon 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 2500 euros excluding VAT from Carbyon for attending the meetings as described in the briefing, developing a concept and translating the concept into 2D visuals and a 3D model, and for attending 2 presentations during Dutch Design Week 2024 (DDW). The dates for these presentations will be agreed on by Carbyon and Participants during the course of the design challenge. This compensation is intended to cover the hours worked, meeting(s) and/or conversation(s).

7.2 For material and production costs for realizing the concepts at DDW 2024, Carbyon offers the Participant(s) a compensation of 250 euros excluding VAT. If a higher compensation is required for materials and/or production, the Participant(s) can contact the Project Manager to discuss the possibility for a higher reimbursement.

7.3 Participants are eligible to request reimbursement for travel costs incurred only when attending meetings and visits organized by Carbyon. Only travel costs using public transport services are eligible for reimbursement to promote sustainable transportation. Private transport, taxi services, ride-sharing services, and other non-public transportation methods are not eligible. To request reimbursement, participants must submit a valid invoice or receipt from the public transport service provider.

7.4 For any potential follow-up process, new arrangements regarding fees and materialization will be established between Carbyon and the Participant(s).

CLAUSE 8: INTELLECTUAL PROPERTY

8.1 The intellectual property rights ("IP") and copyrights of the concept selected by Carbyon for further development/collaboration in accordance with clause 6 will remain entirely in the possession of the Participant(s). The following non-limitative list describe the IP, meaning that other design aspects not specifically mentioned may also be covered under intellectual property rights: product design, shape(s) and configuration, surface decoration and patterns, color scheme, textile patterns, User Experience (UX) elements, mechanical design, modular design, digital art, sound design, material combination, lighting design. Carbyon shall receive an exclusive right of use, free of charge, for both commercial and non-commercial purposes (publicity purposes) for a period of 3 (three) years, from 19 October 2024, which usage may commence after informing the respective Participant(s). Carbyon 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 Carbyon for further collaboration/development after DDW 2024 (19-27 October) will remain entirely with the respective Participant(s). Carbyon shall receive a non-exclusive usage right, free of charge, for a duration of 2 (two) years, from 19 October 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 If concepts 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 Carbyon and the respective Participants.

8.4 Any intellectual property (IP) developed by the Participant(s) during the Design Call must be offered to Carbyon for any new arrangements or collaborations before engaging with other parties. Participants agree not to share, license, or sell such IP to any other company in the carbon capture industry without first providing Carbyon with the right of first refusal.

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 Carbyon 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, Carbyon is obligated, in case they decide to further develop a concept after the Design Call, 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 Carbyon, after having explored this possibility decides not to continue the cooperation, Carbyon shall communicate this in a reasoned decision to the respective designer in writing.

8.7 The Participant is liable for damages suffered by Carbyon in the context of the created concept if it is found that the Participant has not acted in good faith during the creation of the concept and/or if the concept 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 Carbyon, after which, in mutual consultation between the Participant and Carbyon, any necessary subsequent steps will be discussed.

8.9 Inventions, know-how, or other IP rights of Carbyon shared with the Participants during the Design Call will remain the sole property of Carbyon at all times. Participants cannot make any claims to these rights.

8.10 Selected participants are required to sign the Non-Disclosure Agreement (NDA) of Carbyon prior to participation in any meetings or visits organized by Carbyon. The NDA is intended to protect confidential information shared during the course of the Design Call.

8.11 Participant(s) agree that Carbyon has the exclusive right to decide what material developed during participation can be made publicly accessible during the Design Call, Dutch Design Week 2024. Thereafter. Participants must obtain written approval from Carbyon before publishing any material, findings, or results developed during their participation. Carbyon reserves the right to review or restrict the publication to protect confidential information or intellectual property of Carbyon.

CLAUSE 9: OTHER

9.1 These Conditions are inseparably linked to the briefing. By registering for this Design Call, 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 Design Call.

9.3 Participants will at all times consider the legitimate business interests of Carbyon , 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 Design Call.

10.2 Any disputes resulting from or associated with Design Call will be exclusively submitted to the competent court in 's-Hertogenbosch.