

Academy of Arts, Architecture
and Design in Prague
Jana Palacha 80/3,
116 93 Praha, Czech Republic

**AGREEMENT BETWEEN
Academy of Arts, Architecture and Design in Prague (AAAD) AND Bayerische
Glaswerke GmbH (Nachtmann), a division of Riedel Glassworks**

1. Purpose:

Academy of Arts, Architecture and Design in Prague will run a design competition with Nachtmann a division of Riedel Glassworks for 12-16 students to design glass products. This competition offers 12-16 design students the opportunity to work with a company, which has a long history and unique experience in industrial glass production.

2. Project Brief and Phases:

The objective of this competition is to develop stylish and decorative items that complement the Nachtmann product range. The design solution should attempt to contribute to or enhance its current product mix.

PHASE I: November 2019- January 2020

Familiarization & Preliminary ideas and Strategy

Become familiar with Riedel Glass Brand (Nachtmann and Spiegelau), history, product range, marketing strategy and product needs as well as its competitors products.

Design brief and first project Introduction

Factory tour, Weiden workshop

First design workshop and review of student ideas

PHASE II: January 2020- February 2020

Issue identification and analysis

Select & Imagine

Identify methodology and criteria for your project.

Define visual and physical aspects of these criteria and develop final project description and select solution concepts. This includes detailed full-scale process sketches, renderings and mock-ups.

Concept presentation and second design workshop

Phase III: March 2020- April 2020

Concept development

Develop the selected concepts and final design to be delivered for prototyping (glass, plaster, foam or other model materials) supported with a set of technical drawings, renderings and process sketches and a clear project statement.

Third design workshop and final client presentation

3. Work Product and Assignment of Rights:

For the purposes of this agreement, the term "Work Product:" shall mean all diagrams, models, sketches, drawings, samples, and other written, graphic, or pictorial materials conceived or originated by the *Academy of Arts, Architecture and Design in Prague* or its students solely or jointly with others in connection with this project.

Student participants' work shall be deemed works belonging to the student and Academy of Arts, Architecture and Design in Prague jointly as a school work.

Any decision or attempt of Nachtmann to produce any work product must be governed by a fully executed licensing agreement with *Academy of Arts, Architecture and Design in Prague*. In connection with the foregoing *Academy of Arts, Architecture and Design in Prague* shall ensure conclusion of the license agreement between student participant and AAAD.

4. Confidentiality: During or in connection with this AGREEMENT, Nachtmann may disclose to *Academy of Arts, Architecture and Design in Prague* and *Academy of Arts, Architecture and Design in Prague* may disclose to Nachtmann certain "Confidential Information," as defined below. The *Academy of Arts, Architecture and Design in Prague* agrees that it will not, directly or indirectly, (i) use such Confidential Information except as required in the normal and proper course of offering the Project; (ii) disclose such Confidential Information to any other person, corporation, or entity, other than the Participants, *Academy of Arts, Architecture and Design in Prague* staff and agents involved in the administration of the Project, and Sponsor's personnel; or (iii) allow a third party access to such Confidential Information (except as otherwise may be required by law) without, in each case, obtaining the prior written approval of Nachtmann. The foregoing restrictions shall continue to apply after the expiration or termination of this AGREEMENT, regardless of the reasons therefore, and shall continue to apply for so long as the confidential nature of such information is maintained.
5. Participant's Rights. Participant may, (i) disclose to others the fact that Participant is/was a participant in the Project, (ii) make, distribute, display, perform, and otherwise use reproductions of, any of Participant's Work Product solely for noncommercial educational and scholarly purposes, as examples of Participant's own work, and for purposes of exhibition, provided that Participant acknowledges Sponsor's sponsorship in connection with any such use of any such reproductions, if Sponsor so requests; and (iii) use for any purpose the general knowledge and experience Participant learns and acquires in the course of the Studio activities and the development of any of Participant's Work Product.
6. Publicity: Nachtmann shall have the right to use the *Academy of Arts, Architecture and Design in Prague* name and logo and information about the *Academy of Arts, Architecture and Design in Prague* in all of its media advertising, promotional and publicity materials relating to or in connection with the Course during the Term of this Agreement. The *Academy of Arts, Architecture and Design in Prague* shall have the right to refer to the competition with Nachtmann in all of its media advertising, promotional and publicity materials.

7. Payment and Accounting:

Bayerische Glaswerke GmbH will give a sponsorship fee of €10,000 upon execution of this Agreement. This payment does not grant ownership of work product to Nachtmann.

8. Royalties:

Payment of royalties from any student work produced will be governed by agreement between student participant and Bayerische Glaswerke GmbH which has been agreed to be executed at a later date.

Bayerische Glaswerke GmbH agrees to pay

a royalty to student participant equal to one and a half (1.5) percent multiplied by the wholesale price ex works Germany multiplied by the sold quantity of the Licensed Products. For clarity, such price excludes amounts collected by Licensee for retail sales taxes, duties, gift-wrapping, shipping, handling, and similar charges.

Bayerische Glaswerke GmbH agrees to pay AAAD EUR 6000 Advance on Royalties upon the full execution of a licencing agreement with the AAAD, which is usually just before the product introduction at Ambiente. The royalty of the student participant will be reduced by 50% until the amount is paid off in full.

9. Term: Nachtmann is granted a period commencing on the date of client presentation of work product (see Section 2) and expiring in 1 (1) years to execute a licensing agreement. At the end of the term, this agreement is expired. At the expiration of this agreement Nachtmann's rights shall immediately cease and have no further force or effect.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, understandings, commitments, and discussions with respect thereto, whether oral or written.

11. Material Breach. Upon any material breach of any of the terms and conditions of this agreement by either party, the non-breaching party may terminate this Agreement upon thirty (30) business days' written notice to the breaching party. No such termination shall become effective if the breach which was the subject of such notice has been cured within such thirty (30) business day period.

12. Notices.

If to Sponsor: Bayerische Glaswerke GmbH
Richard Voit (Managing Director
Zacharias-Frank-Strasse 7
D-92660 Neustadt a.d.Waldnaab
Germany
Telephone: +49(0)9602-30-1343
Fax: +49(0)9602-30-1380
E-mail: rvoit@nachtmann.de

If to Academy of Arts, Architecture and Design in Prague:
Academy of Arts, Architecture
and Design in Prague
Jana Palacha 80 116
93 Praha, Czech Republic

13. Effective date. Upon execution.

SIGNATURE BLOCK

prof. PhDr. et PaedDr. Jindřich Vybíral, CSc.
Rector of the Academy of Arts, Architecture
and Design in Prague

(Date)

SIGNATURE BLOCK

(Date)