



COLLABORATION PROPOSAL BETWEEN (.....) AND DESIGN FOR ALL FOUNDATION TO BE RECOGNISED AS “COMPANY RECOGNISED BY THE DESIGN FOR ALL FOUNDATION”

Barcelona..... 200...

PREAMBLE

Given current market globalisation, the demographic ageing of population in developed countries, the constant evolution of new information technologies and a greater respect for the diverse characteristics and needs of users and consumers, Design for All has been introduced into our society in such a way, that policies that emerge at European Level already incorporate it with the aim of strengthening diversity as another important step towards the design of products, services and environments.

Since Design for All means Design and Improvement of the environment, products and services so that everybody, including future generations, regardless of age, gender, capabilities or cultural background, can participate, on a equal basis, in social, economics, cultural, leisure and recreational activities, using and understanding any part of the environment with as much independence as possible.

Taking into consideration these precedents:

ASSEMBLED

1ST PARTY

Mr., Identity Card Number..... acting in name and representing the company (.....) with I.D Number....., of in..... accordance with the authority granted by this article....., in accordance with the writings of the constitution of

2nd PARTY

Mr. Francesc Aragall, Identity Card Number: 35.039.584-G, acting in name and representing the Design for All Foundation, I.D Number: NIF G-62751896, with address, Avgda. Marquès de Comillas, s/n (Poble Espanyol enclosed area) 08038 Barcelona, in accordance with authority of the President invested by the constitutional writings of Design for All Foundation.

And mutually recognising the respective qualities in which they act and the entire legal capacity to contract and to commit themselves and in previous agreement.

DECLARE

That it is the will of (.....) (From hence forth) will benefit its employees, consumers and users continuously improving the quality of its services, environments, products, actions and projects.

That Design for All Foundation is a private, non-profit making foundation, subject to effective legislation in force, of the Generalitat de Catalunya, pertaining to foundations, with autonomic, state, and international sphere of legal proceedings, having as its main purpose to develop, promote, research and broadcast the concept of Design for All to all companies and organisations, private and public enterprises, administrations, educational agents, and among designers and the professionals in general that take part in modifying the environment , products and the services.

That also the Design for All Foundation aim to propose to enterprises, organisations and administrations to integrate the values that are promoted by Design for All in its quality process.

That it is the will of both parties to establish collaboration to organise jointly actions regarding the Design for All.

Consequently, both parties agree to abide to the following Agreement:

CLAUSES

FIRST.- It is the will of the representatives of the two organisations to carry out various promotional actions and disseminate Design for All which will be set out according to a programme that will be annexed at an appropriate moment.

SECOND.- It is the will of (.....) to carry out the implementation and development of Design for All through the “Commitment to Design for All” which is the obligation on the part of (.....) to progressively adapt its services, products, projects and systems of organisation to the capabilities, needs and expectations of all its employees, consumers and users by means of the principles of Design for All.

THIRD.- It is the will of (.....) to be a company Recognised by the Design for All Foundation. Therefore, the following actions are agreed between the two organisations with the aim that (.....) can acquire the status of “Company Recognised by Design for All Foundation”.

1.- The Design for All Foundation will carry out a Diagnosis of the Current Situation of (.....) and a later analysis of all and each one of the activity areas of the company that will enable it to ascertain the opportunities and benefits derived from the application of the Design for All principles.

2.- The Design for All Foundation will present a provisional proposal with the general priorities and a further proposal with immediate actions with the purpose of developing the “Commitment to Design for All”.

3 – (.....) will facilitate the necessary data to the Design for All Foundation in order to carry out the Diagnosis and the Analysis.

4.- The maximum representative of (.....) will sign a Commitment Declaration of Design for All in which it will be expressed the will to develop its application all levels of the company and the will to participate with the implementation process alike.

5.- (.....) will name and appoint a Co-ordinator to Design for All , and this person will be responsible for the performance of development and application of Design for All in all and each level of organisation of the company as well as the actions that will be carried out.

6.- (.....) will pay its initial contribution to the Foundation for the sum€, before finalising thequarter of the year 200...., and in the following years, will make a minimum yearly contribution to the Foundation of€.

7.- Throughout this year Design for All Foundation:

- a) Will perform a Diagnosis of the Current Situation of the company.
- b) Will perform an Analysis of all and each activity area of the company that will enable it to ascertain the opportunities derived from the employment of the principles of Design for All.
- c) A provisional proposal of the general priorities and a proposal for the immediate actions to develop in order to carry out the “Commitment to Design for All” and thus (.....) to achieve the status of “Company Recognised by Design for All Foundation”.
- d) The undertakings of (.....) will be displayed of on the Website of The Design for All Foundation among national and international organisations that support to the Foundation.

- e) Once having completed the Commitment for the Implementation of the Design for All during the current year. A “Commerative Plaque” will be awarded to (.....) that signifies it as “Company Recognised by the Design for All Foundation”.
- f) (.....) will be given access to restricted area of the Foundation’s web site so as to acquire the necessary information to put into practice Design for All in the company.
- g) (.....) will be facilitated with contact with different companies and professionals working in the various fields of Design for All so that the company is able to obtain specific assessment on particular projects.
- h) The participation of (.....) will be prioritised in activities that the Foundation carry out in the future..
- i) Will inform the company of possible grant schemes and programmes that facilitate the implementation of Design for All.

FORTH.- (.....) will be allowed to use the Corporate Image of the Foundation for broadcasting its status of “Company Recognised by Design for All Foundation” in its printed material, projects and means of communication.

FIFTH.- The Design for All Foundation will maintain strict confidentiality on information received in the carrying out of the study objectives of this agreement. Therefore, all publication made by the Foundation about (.....) will be previously communicated to the company in order to obtain their approval.

SIXTH.- For the purpose of maintaining the status of “Company Recognised by the Design for All Foundation”, (.....) is committed to accomplish yearly, at least one of the actions proposed in the Diagnosis.



SEVENTH.- The present agreement will be validated from the date of its signature and it will be automatically extended annually, unless one of the parties notifies the other in writing about its will to terminate their collaboration giving at minimum three months prior notice.

EIGHTH.- (.....) And the Design for All Foundation will establish particular agreements for the execution of projects and actions regarding Design for All.

NINETH.- This agreement can only be rescinded by mutual agreement by both parties. And, in the improbable case of termination of this agreement, both sides are obligated, if unable to reach a mutual agreement, to go before to the legislative Authorities of Catalonia.

And to certify this agreement both sides sign and ratify in duplicate the present agreement, in the place and dates indicated above.

Mr.....
..... From (.....)_____

Sr. Francesc Aragall
President of Design for All Foundation