

TERMS AND CONDITIONS FOR DESIGN PROPOSAL OF THE DEAF FLAG

Any person suggesting a flag design to the Deaf Flag Committee (**Committee**) agrees to comply with these terms and conditions (**Terms and Conditions**).

The **Committee** has been set up to consider flag designs in a process run by the World Federation of Deaf Ordinary Members to present proposals at the XX WFD General Assembly. These Terms and Conditions form a contract between you and the World Federation of Deaf in case if you present a proposal for deaf flag design.

The WFD reserves the right to change these terms and conditions at any time.

Ownership and the rights

- You must respect intellectual property rights. Do not suggest a design under your name that you know is a copy of an existing, or someone else's, design. Also, do not include symbols, trade marks, or elements in your design that are copied from somewhere else or that are the intellectual or cultural property of another person or entity without their permission and clear explain on to whom they belong. Please remember that even if a particular design or symbol is on the internet, it does not mean you can copy it for claiming it as your own design.
- If you wish to recommend an existing design for consideration by the **Committee**, please suggest the design with clear information about who has developed the design and how they can be contacted.
- If your design is chosen as the new Deaf flag, then you and any author or owner of the design, or any part of it, will need to sign a form agreeing to transfer the ownership of any intellectual property rights in the design to the World Federation of Deaf at no cost.
- Offensive or divisive designs – Flags should be a symbol of pride and unify the community they represent. For this reason, proposed flag designs that are offensive to an individual or community, or that are divisive, will not be considered.
- Proposed flag designs that include words, photos or complex objects will not be considered.
- Flag designs that incorporate the image of a person will not be considered.

- For more details –

Proposing a flag design:

1. You may submit your suggested designs for the Deaf Flag (**Flag Designs**) to the **Committee** from 14 December 2018 until February 2019 (**Suggestion Period**).
2. You agree that any Flag Design you suggest, including any element of that Flag Design, may ultimately be used as the Deaf flag.
3. All Flag Designs must be suggested in accordance with the Flag Design Guidelines that is available in the Call For Application document (**Guidelines**).
4. You confirm that each Flag Design you suggest, including all elements of specific Flag Design, is:
 - a. an original work made by you and no one else, except to the extent you disclose otherwise under clause 12;
 - b. not copied from elsewhere; and
 - c. not illegal, offensive or derogatory

Consideration by the Committee:

5. Flag Design suggestions received during the Suggestion Period will be considered in accordance with these Terms and Conditions. The **Committee** reserves the right to consider other flag designs presented before, during or after the Suggestion Period.
6. The **Committee** may, in its sole discretion, choose not to consider any Flag Design if these Terms and Conditions are breached in any way, or if the Flag Design itself does not comply with these Terms and Conditions or the Guidelines.
7. The **Committee's** decision to shortlist any Flag Designs, including for consideration by Cabinet, will be made at its discretion and no correspondence will be entered into.
8. You agree to provide the **Committee** with any information about yourself or your Flag Design that the **Committee** requests within reasonable time. This includes completing any questionnaire and/or declaration to allow the **Committee** to have a full understanding of the development of your Flag Design and providing proof of your identity to the WFD. If your Flag Design is selected as one of shortlisted or preferred designs to be subjected to a due diligence process (**Shortlisted Designs**) by the **Committee**, you and any other author of your Flag Design acknowledge that you may be required to submit to checks, for example intellectual property checks and a criminal conviction check. Any information obtained during or as a result of these checks may be taken into account by the **Committee** and may exclude your Flag Design from further consideration.

Use and publication of Flag Designs and names:

9. You grant the WFD an irrevocable, royalty-free, worldwide, perpetual, sub-licensable licence to use, copy, modify, adapt and/or publish your Flag Design for any purposes the WFD sees fit in relation to the selection of a new flag for global Deaf community. Without limitation, the WFD may:
 - a. provide your Flag Design to third parties to verify whether it complies with these Terms and Conditions and is otherwise suitable for use as the New Deaf flag;
 - b. alter or amend your Flag Design, merge or combine your Flag Design with any other flag design or use elements of your Flag Design in another flag design;
 - c. publish your Flag Design on websites including wfdeaf.org and social media channels such as WFD Facebook page;
 - d. provide your Flag Design to media including print, television and internet media for publication; and
 - e. publish your Flag Design in the course of:
 - i. selecting the Shortlisted Designs;
 - ii. arranging a voting to select the next Deaf flag at the XX WFD General Assembly.

10. You agree that the WFD may use, disclose and publish:
 - a. your name;
 - b. the name of any other author involved in developing your Flag Design; and
 - c. any other information you provide in relation to your Flag Design other than personal contact details,

for the purpose of the Flag Consideration Project, including during the course of considering and short-listing flag designs, conducting the voting, using the Deaf flag if your Flag Design is chosen and as otherwise required by law.

Intellectual property and moral rights:

11. You warrant that:
 - a. except to the extent you have disclosed details of other authors under clause 12, you are the owner of the copyright, and all other intellectual property rights, in your Flag Design, including each element of your Flag Design; and
 - b. the use and publication of your Flag Design, including each element of your Flag Design, in the process of selecting a new flag for Deaf, or as the new flag of Deaf community, will not infringe the rights, including intellectual property rights, of any person.

12. If your Flag Design, or any element of your Flag Design, was designed by any other person or organisation, then you:
 - a. must disclose that fully when you suggest your Flag Design to the **Committee** and you must include full details of all authors involved in the development of your Flag Design and provide their contact details; and

- b. confirm in writing that you have all rights necessary to suggest your Flag Design to the **Committee** in accordance with these Terms and Conditions, including granting the licence in clause 9.
13. Moral rights are personal rights that individual authors have in copyright works they produce. They include rights to have their designs attributed to them. The WFD will acknowledge the authors of your Flag Design appropriately.
14. While the WFD will acknowledge authors as described in clause 13, by suggesting a Flag Design you hereby waive all of your moral rights arising from your Flag Design throughout the world, to the extent that you may lawfully do so, and you agree not to assert any of your moral rights, and to provide all consents required by the WFD, in relation to the use and publication of your Flag Design:
 - a. as part of the Flag Consideration Project; and
 - b. as the new Deaf Flag, if it is ultimately selected.
15. If your Flag Design is chosen as a Shortlisted Design, then you:
 - a. hereby assign to the WFD at no cost all of your rights, title and interest in and to your Flag Design, including all copyright and other intellectual property rights in all works that feature in the Flag Design, and in the Flag Design as a whole, as may exist anywhere in the world;
 - b. agree to sign a written document which will include an assignment of all of your rights, title and interest in and to your Flag Design to the WFD, a waiver of all associated moral rights, and other terms and conditions relating to your Flag Design, in the form required by the WFD and at no cost; and
 - c. will ensure any other author of your Flag Design, or any element of your Flag Design, signs an agreement as described in clause 15(b) at no cost.
16. If you, or any author of any part of your Flag Design, are individuals under the age of 18 when you suggest your Flag Design, then the WFD may require that your or that author's parent or legal guardian also sign the form referred to in clause 15(b).
17. If your Flag Design is chosen as a Shortlisted Design but is not ultimately chosen to be the next Deaf flag, then you may request that the WFD re-assigns the rights transferred under clause 15 so that you regain ownership of all rights you had before you suggested your Flag Design.
18. Copyright can only be assigned in writing, signed by the assignor. By suggesting your Flag Design and accepting these Terms and Conditions, you agree that the assignment of copyright under clause 15(a) is in writing and is signed by you as the assignor.
19. The WFD reserves the right to change or cancel the Flag Consideration Project at any time.
20. These Terms and Conditions are governed by Finnish legislation.