



European Packaging
Design Association

EPDA EMPLOYEE EXCHANGE PROGRAMME

ABOUT

The **epda** exchange program is a temporary exchange of employees (either designer or project manager) between two **epda** member agencies.

Both agencies have to apply via an application form available at the **epda** secretariat or to be downloaded from the **epda** website.

The agencies involved have to sign a letter of intent.

Preferred guest profile:

Profession (jun. designer, sen. designer, project manager): _____

Education / professional background: _____

Nationality: _____

Gender / age: _____

Agency size. _____

Special qualifications / skills: _____

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LETTER OF INTENT: EPDA EMPLOYEE EXCHANGE PROGRAMME

The **epda** exchange program is a temporary exchange of employees (either designer or project manager) between two **epda** member agencies.

Between:

epda MEMBER, whose registered offices are located at ... ,
and represented by ... ,
duly empowered to this end and henceforth called the 'HOSTING AGENCY',
AND

epda MEMBER, whose registered offices are located at ... ,
and represented by ... ,
duly empowered to this end and henceforth called the 'SENDING AGENCY',
AND

Exchange candidate, henceforth called the 'GUEST';

This letter of intent regulates relations between the 'HOSTING AGENCY', the 'SENDING AGENCY' and the GUEST. It is subject to the provisions of the clauses below:

1. OBJECTIVES

The letter of intent sets out to achieve the mutual use of the scientific, technical and human potential of the 'SENDING AGENCY', the 'HOSTING AGENCY' and the GUEST.

The objective of the 'SENDING AGENCY' is to gain insights about the company culture and philosophy of the fellow agency and to learn about creativity processes and working methodologies. The objective of the 'HOSTING AGENCY' is to get inspired by the 'GUEST' during interactive work processes.

2. CHARACTERISATION OF THIS LETTER OF INTENT

The 'HOSTING AGENCY' shall provide the GUEST of the 'SENDING AGENCY' with a professional environment comprising a multidisciplinary team and participation in company projects.

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3. OBLIGATIONS OF THE HOSTING AGENCY

To accept the GUEST, guiding him and affording him the conditions required to fulfill the letter of intent and the whole infrastructure which allows the performance of his duties;

To provide the GUEST with a weekly period corresponding to ... (...) hours to develop the projects of the 'SENDING AGENCY';

Active inclusion of the GUEST in 'HOSTING AGENCY' projects which shall prevail over the others and that shall relate to clients of the 'SENDING AGENCY' which shall occur in a weekly period of ... (...) hours;

Weekly presentation to the 'SENDING AGENCY' of the planning of the 'HOSTING AGENCY' of the subsequent week relating to the GUEST for management of the time and allocation of projects by the 'SENDING AGENCY';

To look for accommodation facilities (rent a room, guesthouse, private location, etc.) as well as ways of transportation to and from 'HOSTING AGENCY'.

To inform the 'SENDING AGENCY' of the absences of the GUEST.

4. OBLIGATIONS OF THE 'SENDING AGENCY'

To ensure that the letter of intent is carried out in accordance with the works program established between the 'HOSTING AGENCY' and the 'SENDING AGENCY';

To inform the GUEST and the 'HOSTING AGENCY' about the conditions for carrying out this letter;

Full responsibility with regard to remuneration, accommodation, transport and travel, legal deductions, residency documentation in the host country, accidents at work insurance and other aspects relating to the employment relationship established between the GUEST and the 'SENDING AGENCY';

To notify the 'HOSTING AGENCY' of the occurrence of any circumstance that justifies the completion of this letter of intent prior to its termination.

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5. OBLIGATIONS OF THE GUEST

To respect the internal operating, hygiene and safety rules in force at the 'HOSTING AGENCY';

To maintain professional secrecy during and after completion of the exchange with regard to all the works and tasks of the exchange carried out as well as any other information he learns of or has access to by dint of his stay with the 'HOSTING AGENCY', not being permitted to reveal or use for his own purposes or for any other individual or corporate bodies, any data or information relating to business, products, projects, clients, strategies and procedures.

6. MORAL RIGHTS, COPYRIGHT LAW

The GUEST hereby recognises he has no entitlement to receive anything from the 'HOSTING AGENCY', on whatsoever grounds, either by dint of special remuneration or as supplementary compensation, by dint of any use that the 'HOSTING AGENCY' should make of any of his creative work.

7. DURATION OF THE EXCHANGE PROGRAM

The exchange program shall have a duration of ... (two weeks to four weeks).

8. EXPENSES

The 'SENDING AGENCY' has to pay for travel, accommodation, insurance and salary. The 'HOSTING AGENCY' is not obliged to pay for any services.

9. RESCISSION OF THIS LETTER BY THE 'HOSTING AGENCY'

The 'HOSTING AGENCY' may unilaterally rescind the present exchange by way of a written communication to the 'SENDING AGENCY' provided that the continuation of this letter is prejudicial to the smooth operation of the 'HOSTING AGENCY' or there has been a breach by the GUEST of the obligations assumed in the present exchange program.

10. RESCISSION OF THIS LETTER BY THE 'SENDING AGENCY'

The 'SENDING AGENCY' may unilaterally rescind the present exchange by way of a communication in writing to the 'HOSTING AGENCY', giving notice of at least one third of the duration of the program.

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11. RELATIONS BETWEEN THE PARTIES

During the course of the Memorandum or within 1 year after its cessation the 'HOSTING AGENCY' is not allowed to contract the GUEST as its employee.

12. ACCIDENTS AT WORK

The GUEST is covered by Accident at Work Insurance which shall be the entire responsibility of the 'SENDING AGENCY'.

13. SOCIAL ACTIVITIES

The 'HOSTING AGENCY' takes care of after-work activities (such as cultural program, socialising, etc.).

14. DOCUMENTATION

Both **epda** agencies involved agree to document their experiences in an online documentation questionnaire as well as by a short report of the employee, illustrated by pictures.

Date:

Date:

HOSTING AGENCY

SENDING AGENCY

represented by (name):

represented by (name):

Position:

Position:

GUEST (name)

Position:

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