

Terms & Conditions for Partnerships

Access Requirements

- Not all can access - Need Signup and approval after directly contacting us
- Can sign the agreement digitally from any corner of the world
- Database where ViaWeave can access these agreements

General Terms

- **ViaWeave's Role:** ViaWeave acts as a facilitator, connecting institutions, corporate partners, and design houses with weaving clusters. All commercial interactions should take place through ViaWeave's platform, ensuring transparency, fairness, and support for the weavers.
- **Agreement Validity:** All parties involved agree to work exclusively through ViaWeave for a predefined period. During this time, no direct communication, negotiation, or transaction between corporate partners or designers and the weavers can occur without ViaWeave's involvement.
- **Intellectual Property (IP):** Any design, pattern, or intellectual property created through the collaboration must be shared between the weaver, corporate partner, and ViaWeave. It cannot be reproduced, modified, or sold outside ViaWeave without written permission from all parties.
- **Revenue Sharing:** ViaWeave will earn a commission or service fee on every transaction, including those made through buyback agreements or direct product orders. This ensures fair compensation for ViaWeave's role as the facilitating platform.
- **Breach of Contract:** If any party breaches these terms and bypasses ViaWeave to work directly with the weavers, penalties will apply (detailed below).

2. Non-Compete and Exclusivity Agreements

- To safeguard against any direct relationships being formed between corporate partners/designers and weavers without ViaWeave's involvement, you should implement non-compete and exclusivity agreements.
- **Non-Compete Clause:**
 - A non-compete clause will restrict designers or corporate institutions from bypassing ViaWeave to engage directly

with weaving clusters during or after the partnership.

- **Duration:** The corporate partner, designer, or design institution agrees not to engage in direct business with the weaving cluster for a specified period (e.g., 1-2 years) after the end of their collaboration with ViaWeave.
- **Scope:** The restriction applies to all clusters facilitated through ViaWeave and covers the production, design, or sale of any textile product.
- **Breach of Agreement:** If any party breaches the non-compete agreement, penalties such as financial compensation to ViaWeave or legal action may be enforced.
- **Exclusivity Agreement:**
 - This agreement ensures that any business or design collaboration with weaving clusters happens exclusively through ViaWeave.
 - **Exclusive Collaboration:** The corporate partner or designer agrees to collaborate with specific weaving clusters only through ViaWeave for the duration of their partnership and a specified time afterward.
 - **Violation Penalties:** Any violation of the exclusivity agreement will result in financial penalties or termination of partnership benefits, including removal from the platform, co-branding opportunities, or revenue-sharing arrangements.

3. Confidentiality and Data Protection Agreement

- This agreement ensures that any sensitive information regarding the collaboration, design processes, financial details, and weaver data remain confidential and cannot be used outside of ViaWeave.
- **Confidentiality Clause:**
 - **Non-Disclosure of Sensitive Information:** The corporate partner, designer, or institution agrees not to disclose any confidential information related to the collaboration (e.g., designs, sourcing methods, pricing strategies) to third parties without written consent from ViaWeave and the other involved parties.
 - **Duration:** The confidentiality agreement will remain in effect for a specified period (e.g., 2-3 years) even after the partnership ends.

- **Breach:** Any breach of confidentiality will result in legal action and compensation to ViaWeave and the weavers.

4. Intellectual Property (IP) Protection Agreement

- IP rights need to be clearly defined to protect the weavers, ViaWeave, and the corporate partners from unauthorized use of designs or creations.
- **IP Ownership Clause:**
 - **Co-Ownership of Designs:** All designs, patterns, or products created through collaboration between designers, corporate partners, and weavers will be co-owned by all parties, including ViaWeave.
 - **Usage Restrictions:** The designs cannot be reproduced, sold, or used for any commercial purpose outside the scope of the partnership without written permission from ViaWeave and the other parties involved.
 - **Licensing:** If the corporate partner wishes to use a specific design outside the ViaWeave platform, they must enter a separate licensing agreement with ViaWeave and the weaving cluster.

5. Revenue Sharing and Financial Terms

- This ensures ViaWeave is fairly compensated for every collaboration and continues to benefit from any future direct partnerships between corporate institutions and weaving clusters.
- **Revenue Continuation Clause:**
 - **Commission Structure:** ViaWeave will receive a predefined commission on every sale or transaction facilitated through the platform, including buyback arrangements, exclusive collections, or direct orders.
 - **Post-Collaboration Earnings:** If a designer or corporate partner chooses to work with a weaving cluster outside of the ViaWeave platform after the official collaboration period, a percentage of the revenue (e.g., 10%) must still be shared with ViaWeave for a specified period (e.g., 1-2 years).
 - **Monitoring Mechanism:** ViaWeave will retain the right to audit transactions to ensure transparency and adherence to the revenue-sharing agreement.

6. Penalty and Breach Management

- In case any partner violates the terms of the agreement, it's crucial to define what penalties will be enforced.
- **Breach Penalties:**
 - **Financial Compensation:** In the event of a breach (such as direct engagement with weavers without ViaWeave's involvement), the violator will be liable to pay a predefined compensation to ViaWeave, covering both lost revenue and damages.
 - **Termination of Partnership:** ViaWeave reserves the right to immediately terminate the partnership and remove any co-branding or exclusive product agreements if the terms are violated.
 - **Legal Recourse:** ViaWeave will pursue legal action for any serious breach of confidentiality, non-compete, or exclusivity agreements.
- **Dispute Resolution:**
 - **Arbitration Clause:** In case of a dispute between the parties regarding the terms of the agreement, all parties agree to resolve the matter through arbitration, with ViaWeave as the mediator.

7. Monitoring and Compliance

- To ensure compliance with the agreements, ViaWeave can implement a system of ongoing monitoring and check-ins with all parties.
- **Regular Check-ins:** ViaWeave will conduct periodic check-ins with weaving clusters, corporate partners, and designers to ensure adherence to agreements.
- **Reporting:** Both corporate partners and weavers will be required to submit regular reports on transactions, production, and sales to ViaWeave, allowing for transparency and monitoring.
- **Compliance Audits:** ViaWeave retains the right to audit any financial or operational documents related to the partnership to ensure that no agreements are being violated.