



THE ACID MEMBERSHIP JOINING CRITERIA

ACID (Anti Copying In Design) was originally established by designers for designers and manufacturers to raise awareness about the positive aspects of intellectual property as a means of growth and job security and to ensure that its members were equipped with tools of self-help to protect them against design infringement. ACID created a Design Data Bank to help its members protect their unregistered IP rights. Each year up to 25,000 designs are lodged with ACID. ACID MARKETPLACE now adds a further benefit to the Design Databank with an option for design buyers to view new and existing designs by invitation or open access. All buyers will first register and show their support for Design UK by agreeing to the ACID Buyer's Charter.

ACID's key focus is education, to provide its members with comprehensive legal and commercial knowledge to protect their intellectual property rights and, in particular, their design rights. ACID's other main objective is also to help its members create an effective IP strategy and access to specialist legal support and advice if it is required through its LEGAL AFFILIATES programme. ACID has always been determined to set the highest standards within its membership and all ACID members are required to agree to the ACID Terms of Membership. If any member is found to be in breach of any of these criteria, their membership will be revoked immediately.

From time to time ACID has to review its protocol and criteria for accepting membership. As the organisation has grown, inevitably there are some applications from companies whose focus is not design-led and who do not own their own intellectual property. ACID membership was never intended for importers of "off the shelf" products or companies without an in-house design capability. These organisations may buy in products from places where intellectual property ownership origins cannot be guaranteed or established. There are also circumstances where it is brought to ACID's attention that certain companies are either hiding behind the respectability of the ACID brand or are known to operate without respect for the ACID Terms of Membership.

There is a clear difference, however, in licensed products which are commissioned and exclusively manufactured and produced abroad, where the intellectual property rights ownership has been clarified and manufacturers who take this route are still welcome to join us.

ACID MEMBERSHIP CRITERIA

If you wish to become a Member of ACID then please read the Membership Criteria below to ensure that you are eligible.

- All potential members will be required to agree to ACID Terms & Conditions of Membership which can be viewed on the ACID website www.acid.uk.com
- To be eligible for membership all potential members must have a design capability and the majority of their products/designs must be designed either in house or by commissioned designers.

- There is also a provision for manufacturers to join ACID who have entered into licence agreements with freelance designers in which the intellectual property rights are assigned to the manufacturer. In the case where the intellectual property rights are owned by the designer and not the manufacturer then those products would not be eligible to be sent to the ACID Design Databank by the manufacturer.
- If a company buys a proportion of "off the shelf" products then it is that company's responsibility to declare this to ACID in their application and to make a signed statement confirming that the intellectual property rights ownership has been clarified and/or assigned to them.
- Your annual ACID membership fees are determined by your company turnover (gross income for individuals) for your last financial year. Please state this amount on your application and select your membership category accordingly. There will also be a requirement upon membership renewal to ensure you are in the right membership category for your turnover.
- Any applicant that has an ongoing issue with a current ACID member must declare this to the membership office as this will affect the authorisation process that all new memberships take and may preclude you from membership.

PROVISIONAL MEMBERSHIP

All new members will become provisional members for the first 6 months. A list of all provisional members will be published by industry sector in the ACID newsletter, which is published quarterly.

During the 6 months of provisional membership, if there are any complaints about any company who has joined ACID the complainant will be invited to communicate their complaint by writing on their company letterhead, in the first instance, to the Chief Executive, together with substantiated facts. Hearsay, rumour or unsubstantiated facts will not be considered under any circumstances.

COMPLAINTS

Any complaints about a provisional ACID member will be put before a panel comprising an ACID legal advisor, ACID's Chief Executive and two corporate ACID members from a different industry sector. If the panel decides that the complaint be upheld, their decision is final and no further correspondence will be entered into. The joining fee would not be refunded but the remainder of the membership fee may be refunded.

If there is an existing complaint about a potential member which has been made known to ACID, prior to their membership application, that individual or organisation will be asked to provide a reference from an existing ACID member.

If an application is received from a potential member against whom we have received a complaint from an existing ACID member, that application will not be processed or authorised without the agreement of the existing ACID member.

Should a failed applicant, individual or organisation, decide to reapply for membership they would have to submit their new application, after a minimum period of one year from their first application. The ACID panel would then decide whether to reconsider membership.

This set of criteria will be reviewed on an annual basis in order to maintain the integrity of the organisation.