

ARTICLE....

RE: Intellectual Property Rights

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in·tel·lec·tu·al prop·er·ty . . . a work or invention that is the result of creativity, such as a manuscript, a song, or a design, to which one has rights and for which one may apply for a patent, copyright, trademark, etc.

The protection of intellectual property rights [=the rights of a person who has thought of or invented something that other people want to use and profit from.]

*An **industrial design right** is an **intellectual property** right that protects the visual design of objects that are not purely utilitarian. An **industrial design** consists of the creation of a shape, configuration or composition of pattern or color, or combination of pattern and color in three-dimensional form to create aesthetic value. An industrial design can be a two- or three-dimensional pattern used to produce a component product or exhibit shape.*

Who Owns a Creative Exhibit Design Idea?

So you designed an exhibit on speculation with intent to roll your design fee into the project if it sold. You placed an ownership stamp at the bottom of the design that declared..this design is the property of- (*insert name*) and shall not be duplicated without written consent.

This is a common practice for exhibit design and production companies in North America since a fee is not normally charged for the design. If a fee is charged, then the design idea becomes the property of the person who paid for it. If no fee is charged, then the design is the property of the exhibit house who designed it. As an exhibit designer, who is paid a salary to design exhibits for an exhibit house, the exhibit designs are the property of the exhibit house since the designer was paid for their design drawings done on behalf of the exhibit company. If you are independent, the design rights belong to you.

Over the years, efforts have been made to encourage the practice of “no spec design” to begin the practice of charging a fee for design, just like an architect or interior designer. This practice was tried, but never left the ground. Just when design competitors declared they would no long do design on spec, along comes a company who offers to do a design for free. The practice of “free design” goes on, but we all know that nothing is free. The combined costs for designs that are not sold are absorbed into overhead, thus making exhibits sold more expensive for all. For the most part, most all US exhibit designs play fair and do not copy the designs of their competitors.

On occasion, an exhibitor will take a design drawing from others and ask you to build it. Most solid exhibit companies will not do so and will ask—did you pay for this design?

And if so, please show me a copy of your invoice, or I will call the design company who produced the design for the bill of sale.

Ethical behavior is more normal than not here in the US, but on occasion someone always tries to pull a fast one and reproduce a unique exhibit design idea that was submitted to the client by others. What do you do now if this idea was yours?

Copying an exhibit design can result in a legal issue. If it is your exhibit design, you must document that the basic design idea truly is unique and that it belongs to you. In this case, there are three parties involved- you, the client, and the exhibit company who agrees to build it. Changing a color of a unique design is considered copying. Changing a color of a common shape/design is not. This happens a lot on shell scheme designs for pavilions. Copying a common exhibit design component like an aluminum extrusion lock, a lighting fixture, or a portable / modular exhibit does justify a design infringement to create a legal case. Most exhibit companies will never go through the trouble to patent or register their individual exhibit designs, but fabricators of exhibit components certainly should. Exhibit component/system designers (like Legos, Lincoln Logs, Erector Set, or Kinex) should surely register a trademark and patent for their exhibit component ideas since the item is a reusable commodity to be sold and incorporated into the design. Reproducing a patented component for use in your exhibit design is for sure an infringement and violates the intellectual property rights of the component designer who protected their idea by patenting or trademarking their design.

Without getting legal and technical, you would think that common sense would prevail when an individual or a company decides to consciously use another unique exhibit design idea as their own, but common sense has a way of getting twisted around. The culprit in many "design borrower" cases is the client himself. They are presented with 3-4 exhibit designs free of charge, then take one they like and ask another company to fabricate for cheaper. I guess this might be considered stealing, but many consider the design as their own since it was created exclusively for them. Not nice!

As exhibit design now competes in a new world economy, exhibit design infringement is happening more frequently between international exhibitors from one country to the next. Protecting exhibit design rights internationally can be tricky and the process of filing a legal claim often can be futile through an international court of law.

Other than proceeding legally, an easier idea to protect your exhibit design might be to consider being a member of IFES (International Federation of Exposition Services) headquartered in Brussels. This group consists of exhibit suppliers and associations only, so exhibitor violations do not apply- only pertains to conflicts between one country supplier and another. IFES members consist of international exhibit suppliers and associations representing 45 countries. Their mission is to provide a seamless path and trusted partner when assisting your clients at international trade show events. When applying for membership, IFES members are asked to sign a **Code of Conduct** to qualify to be a member. This is nothing more than saying...I agree to play fair and honor the expectations of my partners.

This **IFES Code of Conduct** establishes a degree of trust between partners who each agree to follow a general working agreement regarding acceptable ethical behavior between partners. Issues like delinquent payment, design infringements, quality of work and promised services per stated agreements, and direct client contact between partners are typical issues that can be settled through a third party voice of opinion. Violating the code can result in expulsion from the IFES Federation. When violation issues occur between partners, the issue is submitted **in private** to the **Past Presidents Council** who then act as a 'peoples court' to settle the differences. Since this Council is not a legal court of law, and the rulings made by the Council are not legally binding, a consensus of opinion is determined by the councils experienced international business executives who serve on a resolution committee. Their strong opinions are respected and accepted. Their joint decision for corrective action is hopefully viewed as fair and followed by the parties involved. Not a legal court of law, but better than filing a claim in an international court of law where time and money can be costly.

Many countries interpret what they consider right or fair differently. They believe they understand what is expected, but really do not until the issue is raised. When exhibiting in a different country, the rules of a region apply. The silver lining here is that most all country suppliers will honor the terms spelled out on their international contract agreements, but from time to time a case will arise where an issue is misinterpreted or ignored. Honesty and fairness are, in most cases, not intentionally violated, but misunderstood. This is where feedback from an IFES "Peoples Court" plays a role to settle the differences without going to a legal court of law. To date, IFES has played a role to resolve the differences of opinion for six cases. Each have agreed to resolve their differences, remain a good member, and move on. In many cases, an opinion from a friend or family member is taken more seriously than from anyone else. I would like to believe that IFES members view their fellow trusted members as family. Maybe considered naive by some, but a nice thought to wish for! International exhibiting requires having an awareness and respect about what is different in a region, and recalculating your thinking to accept a different point of view compared to the rules in your home country. Common sense is often not so common.