

IMPLEMENTATION REGULATIONS OF THE SELF-REGULATORY DESIGN CODE OF PRACTICE

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Article 1 Preventive depositing of designs

The depositing of designs is made via hand delivery, that is to say via registered post certified by signed notification of the delivery of a closed envelope to the Jury secretarial office which is based at Assicor's offices.

The above-mentioned envelope shall be accompanied together with a registration application and shall contain the following items:

- 1) both colored and black and white photos of the design product;
- 2) a drawing of the product;
- 3) a hologram of the product in the case where the interested party wishes to bring attention to the three dimensional aspects of the product. In all cases three dimensional models shall not be attached;
- 4) a description of the design product indicating the name, shape, dimensions, outline, color, shade, material and all other necessary aspect, which may be useful or deemed suitable for the precise identification of the product;
any other aspect which the interested parties may consider suitable in order to demonstrate the antecedence of their designs.

Article 2 Contents of the deposited envelopes

The afore-mentioned graphic and photographic reproductions shall refer to a single product, that is to say, uniform and co-ordinated products which are part of a single collection. The uniform nature of the design products shall be determined on the basis of the established goods tables drawn up by the *Ministero delle Attività Produttive* (Italian Ministry of Manufacturing).

Article 3 Registration procedure

The registration application shall contain the personal details and/or the business details of the address and/or the registered office and tax code of the applicant.

A copy demonstrating the payment of 26.00 euros for each individual envelope shall be included to cover the registration and storage fees. In the case where the deposited file refers to more than one product which belong to the same collection, an extra fee of 2 euros shall be required for each additional product beyond the first product.

Payment procedures, as well as possible future increases to the above-mentioned fees shall be decided upon by Assicor management board.

Article 4 Registration date

After receiving the closed envelope the Jury secretarial office shall immediately open the afore-mentioned file, and affix the office stamp on the contents of the file, as well as the date and a registration number, the office shall also insert the envelope inside a file whose cover indicates the personal details and/or the business details of the applicant, the date of the deposit and the registration number.

In order to determine the antecedence of the design the afore-mentioned registration date is considered valid.

The secretarial office of the Jury shall register in a special register indicating the personal details and/or the business details of the applicant, the address and/or the registered office, the deposit date, and shall assign a reference number indicating a progressive order.

Within 15 days from the deposit date, the national co-coordinator of the Jury shall examine the material sent by the applicant, and may require from the afore-mentioned party, also via fax or email, any further supplementary material that shall be produced within 60 days. The secretarial office of the Jury shall issue an appropriate receipt, indicating the assigned reference number. In the case where, according to subsection 4 above, further supplementary material is required, the Jury shall only issue the registration number when the supplementary material has been delivered. In the case where the deadline indicated in subsection 4 has expired, due to the lack of supplementary material requested, the secretary shall send back, via registered post certified by signed notification of the delivery, the material received by the applicant. The payment made according to article 3 shall be kept to cover the expenses of the secretarial office of the Jury for having dealt with the file.

Article 5 Safekeeping of files

the Jury secretarial office shall store the file containing the material deposited in its safekeeping and denies all responsibility for any possible damage, destruction, theft, removal or loss.

Subject to the presentation of the above-mentioned receipt in subsection 5 of article 4 and the payment of the sum of 5 euros, to be made following the same procedures outlined in article 3, and to cover expenses incurred, the Jury secretarial office shall issue a certificate attesting the deposit which has taken place, indicating the personal details and/or business details of the applicant, the address and/or registered office, the deposit date, the registration number given in the above-mentioned register of subsection 3 of article 4, an attached copy of the contents of the said file, which have been authenticated as a copy which is identical to the original.

Article 6 Electronic storage

Electronic storage is carried out via certified e-mail of files which have been digitally signed of designs, drawings, both decorative and functional, which contain attachments (for example 3DS, 3DM, etc) or simple jpg or pdf documents, accompanied by a standard deposit format which states the title of the project, the type of project, the various attachments enclosed, to be sent to the following e-mail address depositopreventivo@vi.legalmail.camcom.it.

The technical details and the costs of electronic storage are outlined in Appendix A.

Article 7 Antecedence at trade fairs

Exhibitors wishing to take advantage of antecedence demonstrated at a trade fair according to article 5 of the self-regulatory design code of practice shall send the Jury secretarial office within 15 days of the end of the trade show a registration application which shall be accompanied by the following documents:

- a) name, place and date of the trade show;
- b) documentation which demonstrate the exhibitor's presence at the event;
- c) photo shoots taken during the event related to the product or the exhibited collection, the date of which shall be certified by the organization which held the event;
- d) a description of the design product, indicating the name, shape, dimensions, outline, colors, shade, materials of the exhibited product and any other necessary factor which is suitable or useful for the identification of the product.

Alternatively to what is outlined in subsection 1 above, the interested party may request that, where present, the assessment committee, during the trade show, carry out its product

description and assessment services. The interested party shall then send a copy of the report issued by the committee to the secretarial office of the Jury within the deadline outlined in the subsection.

Article 8 Registration

The secretarial office of the jury shall register the designs which have been communicated in the above manner in a special register of design products which have already been exhibited in public during trade fairs.

The same conditions of acceptance, registration, depositing and safekeeping outlined in articles 1, 2, 3, 4, and 5 of the present regulation shall be applied, and as far as it is compatible, also to the cases subject to article 6.

In order to assess the antecedence of the design, in the case of the above subsection 1 of article 6, the opening date of the trade show is considered valid, whilst in the case of subsection 2 article 6 the date of issue of the assessment committee's report is valid.

Article 9 Jury members

Jury members are nominated every two years by the Assicor management board from among a short-list of names of experts in law, market problems, consumer issues and design, indicated by trade associations and trade fair organizations subscribing to the self-regulatory design code of practice and the Chambers of Commerce which are attached to Assicor.

Membership of the Jury is incompatible with ownership, partnership or being an employee of a goldsmith, jewellery or silversmith company, as well as being an employee of the trade association of the afore-mentioned sectors.

In the case where the list of names provided by trade associations, organizations and Chambers of Commerce are less than the required minimum number of jury members the Assicor management board shall ensure that the numbers are sufficient.

Jury members shall respect the code of conduct approved by the Assicor management board.

Any eventual violations of the above-mentioned code of conduct shall be examined, upon the request of interested parties or upon request of the office, by the Assicor management board which shall decide to issue: warnings to, temporary suspensions of or the removal from office of the member who has breached the code of conduct, as outlined in the code of conduct itself. The decisions of the Assicor management board are final.

Article 10 ID cards

Assicor shall issue jury members with a numbered ID card in order to permit the immediate identification in the various environments where the Jury finds itself working, and in particular, while carrying out watch-dog services as outlined in article 12 of the self-regulatory design code of practice.

The Assicor management board may decide upon further uses and functions for the ID card as mentioned in the above subsection, and shall communicate such uses to jury members.

The ID card is valid whilst the holder is a jury member; at the end of the jury membership the ID card shall be returned to the Assicor secretarial office.

Article 11 Nomination of Jury

When nominating Jury members the Assicor management board shall base its decisions on the

criteria of professionalism and impartiality, as well as a fair geographical distribution of jury members.

Article. 12 Petitioning the Jury

Those wishing to request the intervention of the Jury, according to article 10 of the self-regulatory code of practice, shall present the Jury secretarial office a written request containing;

- the names of the interested parties and their addresses;
- a summary outlining the disputed product;
- a specification of the request;
- an irrevocable mandate for the Jury to proceed with nominating the settlement commission;
- written acceptance of the self-regulatory design code of practice and of the present regulations.

Any relevant document, certificate, record which may be deemed useful in the reconstruction of the facts surrounding the disputed products shall be attached to the petition.

Article 13 Acceptance of settlement

Once the Jury secretarial office has received a petition, it shall immediately communicate to the counter party in question via registered post the following:

- a copy of the application made by the petitioning party;
- the " acceptance of settlement process" form inviting the adverse party to return it filled in appropriately , within 10 calender days from the date received;
- a copy of the self-regulatory design code of practice and of the present regulations.

Within the above-mentioned 10-day deadline the counter party shall have the right to communicate to the Jury secretarial office any certificate, document, or record which may be deemed useful in order to reconstruct the facts surrounding the disputed product.

Should the counter party fail to accept, either explicitly or implicitly, the settlement attempt shall be concluded. The Jury secretarial office shall immediately communicate the fact to the petitioning party.

Article 14 Nomination of settlement commission

Immediately after having received the acceptance on behalf of the counter party the president of the Jury shall nominate the settlement commission which shall be made up of 3 members.

The choice for settlement commission members shall be made on a case-by-case basis, identifying those who appear to be most suitable to deal with the nature of the controversy, from amongst the jury members themselves.

Article 15 Certificates and documents- Office dossiers

Once the settlement commission has been set up, the Jury secretarial office shall communicate to the interested parties all certificates or documentation which may be deemed useful in reconstructing the facts surrounding the controversy and shall communicate to the settlement commission a copy of the office dossier containing the following:

- a) certificate nominating the settlement commission;
- b) a copy of the completed application signed by the petitioning party;

- c) a copy of the completed " acceptance of settlement process" form signed by the counter party;
- d) a copy of the documentation produced by the interested parties.

Article 16 **Setting up the meeting**

Once the settlement commission has examined the office dossier, it shall communicate to the Jury secretarial office within no more than 3 days the following:

- a) the day and time of the settlement attempt;
- b) the place where the settlement attempt shall take place which as a rule is also the headquarters of the Jury.

Article 17 **Summoning the interested parties**

Once the Jury secretarial office has received the above communication, it shall immediately inform the interested parties via registered post or any other equivalent means, stating the receipt of;

- a list of settlement commission members;
- the agreed day, time and place of the meeting.

In order to respect the principal of all parties being present, the parties shall present themselves in person at the communal meetings and in any possible separate meetings should they be so required.

Although the aims of the settlement attempt would predispose that it is unnecessary, the interested parties may be assisted by a lawyer or by any trusted person whomsoever who is aware of the facts in hand.

Article 18 **Objection to one or more members of the settlement commission**

All interested parties shall have the right to object to one or more members of the settlement commission within 3 days upon receiving the above information.

The objection petition shall be sent to the Jury secretarial office and shall include:

- a) the name of the member or the members of the settlement commission;
- b) the names of the interested parties;
- c) a statement of the reasons behind the objection.

The Jury president shall duly rule on the objection petition. The decision of the president is final. In the case where the objection petition is sustained, the president shall immediately substitute the member or members of the settlement commission who have been objected to.

Article 19 **Carrying out the meeting and confidentiality**

After having nominated beforehand a secretary from within the commission, the settlement commission shall:

- a) set up and carry out the meeting with the interested parties in the most appropriate manner so as to reach an agreement;
- b) invite the interested parties to provide all the necessary clarifications in order to improve the outcome of the settlement attempt;
- c) should it be deemed necessary during the meeting, the commission may call the interested parties individually noting so in the minutes of the meeting.

The settlement should be reached within a single session, in the case where one session is not sufficient the settlement commission shall set the date for a second session as soon as possible.

Should the second session also result in a lack of agreement, the settlement commission shall note this in the minutes of the meeting and divide the expenses incurred between the interested parties.

All persons involved in the settlement who have acquired any knowledge whatsoever of the controversy examined shall maintain confidentiality regarding all information, details or data acquired.

In particular, the interested parties shall commit themselves in writing not to reuse legally any statements or admissions made during the settlement attempt, and not to call as evidence or witnesses the members of the settlement commission, Jury and/or Assicor employees and any possible experts or consultants.

Only statistical data shall be published on the condition that the data remains anonymous, and in all cases does not show the identity of the interested parties.

Article 20 Means of assessment

The settlement commission and/or the interested parties may organize tests and adopt means of assessment which are essential to reaching a settlement.

Each party may decide to request the nomination of a technical consultant for their side, and directly cover all the fees and expenses incurred.

Should such a nomination be decided upon by all parties involved (subject to the eventual approval of the settlement commission) all fees and expenses incurred shall be divided equally and directly between the interested parties.

Article 21 Settlement

At the end of the settlement the secretary shall:

- a) make a written record of the settlement reached;
- b) reproduce the report for each interested party;
- c) collect the signatures of the interested parties on all copies and on the original report which shall be filed in the office dossier. The interested parties may request that the members of the settlement commission sign the report.

Upon signing the settlement record the interested parties take on the same legally binding responsibilities of a contract voluntarily entered into.

The expenses incurred during the settlement, and any possible prior expense incurred by a party are, as a rule, equally divided between the interested parties, except in the case of any possible differing cost allocations considered fair by the settlement commission.

The settlement shall conclude with:

- a) the defining of the procedure for cost allocation of the settlement;
- b) the payment of the costs based on the procedures outlined in the appropriate fee list prior established by the Assicor management board.

The office dossier containing the records, documents and settlement record of the entire settlement shall be made available to the interested parties at the Jury secretarial office.

Article 22

Settlement duration

The settlement shall be concluded within 90 days of the delivery of the application to set up the Jury. The afore-mentioned deadline may be extended for a good reason by a further 30 days upon request of the settlement commission or one of the interested parties.

Article 23

Watch-dog services during trade fairs

The assessment committee as outlined in article 12 of the self-regulatory design code of practice shall work without any prior established procedure except the principal of a direct meeting between the interested parties. In all cases, the Jury may approve procedural regulations to govern the work of the assessment committee as outlined in subsection 1 of article 12 of the self-regulatory design code of practice, in particular as regards the time frame for the work of the committee, the efficiency of hearing both sides, the acceptability of any possible evidence presented by interested parties, the carrying out of the preliminary inquiry and the forms which shall be employed.

The committee may require exhibitors to show all products present on the stand including products which are not exhibited.

The committee may organize the removal from the exhibit of trade fair samples or sale items or disputed products and shall immediately inform the trade fair organization of their removal.

Once the committee has reached a decision the interested parties may voluntarily request the committee to assist in the writing of a report recording any possible agreement reached between the interested parties as a final solution to the dispute. The established report shall be reproduced for each party, plus an extra copy which shall be filed at the Jury secretarial office. All copies shall be signed in person by the interested parties. Upon signing the report the interested parties take on the same legally binding responsibilities of a contract voluntarily entered into.

The decisions of the committee are final, however, they do not prejudice the trade fair organization's right to take further action.

Article 24

Description and evaluation services

Upon the request of an interested party and subject to the payment of a fee of 20 euros to cover the expenses incurred, the assessment committee as outlined in article 12 of the self-regulatory design code of practice may examine a product which has been presented to the committee, and without making comparative judgments, make a suitable technical descriptive written report of the product. The afore-mentioned report shall be reproduced in triplicate, it shall include the personal details and/or the business details of the applicant, the address and/or the registered office of the applicant and shall indicate any possible trademarks on the product, it shall be signed and dated by the committee members.

All copies of the report shall be accompanied by photographs of the products, which in turn shall be signed and dated by the committee members.

The applicant shall receive two copies of the report and the third copy shall be filed at the Jury secretarial office.

The payment procedure and any possible fee increases to the afore-mentioned fee of subsection 1 shall be decided upon by Assicor management board.

The Jury may approve regulations to govern the carrying out of the work outlined in the present article.

Appendix A

ELECTRONIC STORAGE- TECHNICAL DETAILS AND COSTS

The following outlines the technical details for electronic storage.

1. ELECTRONIC STORAGE

Storing designs electronically permits the sending and storage of projects guaranteeing their ownership and the precise date of authorship (the date the project is presented) via the use of current technology such as: digital signatures (via the use of *Carta Nazionale dei Servizi*: current Italian equivalent of a national electronic ID card) and certified email (Legalmail).

2. PROCEDURE, TRACCABILITY AND CONSULTING ARCHIVES

Project files shall be electronically signed and sent to the email address depositopreventivo@vi.legalmail.camcom.it, via certified email (legalmail).

A digital signature guarantees: the origin of the file, that the files are not corrupted, the dispatch of the certified mail, the receipt of computerized documents (project files) as well as the traceability of the afore-mentioned files.

The management of the sent project files takes place within your own certified email mailbox and may also be organized also via a retrieval function.

It is also possible to purchase directly scanned project files, above all in the case where the file is of a large dimension.

3. AVAILABLE TECHNOLOGY

3.1 Set-up tools

Digital Signature: via the current Italian equivalent of a national electronic ID card *CNS* smart card run by *Inforcamere* on behalf of the Chamber of Commerce network. This smart card permits the signing of all types of electronic documents and certifies the validity, the authenticity and ownership of documents.

Certified email: means of transmission (carrier). Certified email is provided by *Inforcamere* and is known as Legalmail. Certified email provides a guarantee of the legitimacy of the transmission, the delivery of the message, that the computerized documents have not been corrupted during transmission (see Italian government decree 7th March 2005 n.82: Code governing Digital Administration). Dispatching documents via certified mail has the same legal standing as registered mail certified by signed notification of the delivery. Moreover, the delivery receipt is not only valid legal proof of the dispatch but also of the contents of the documentation.

Legalmail with retrieval function: permits the upkeep of a historical archive of messages and receipts stamped by the certified email provider.

Trusted timestamping: the trusted timestamping service of a computerized document consists in the creation of a digital signature for the document (also over and above the digital signature of the signatory) by a trustworthy independent third-party. The digital signature assigns a certain

time and date to the related information. A trusted timestamping file has a .m7m file extension, the inside of the document for which authenticity has been requested contains the trusted timestamping issued by the certifying organization *Infocamere*.

The actual main database (electronic preventive deposit bank) is kept by *Infocamere* on behalf of Assicor on computerized platforms which have been set up for this express purpose. The project files are securely and legally held at the afore-mentioned data base.

3.2 Optional tools

Expanding your certified email mailbox by a further 100 MB. It is possible to increase the size of your certified email mailbox (100 MB standard size) by purchasing further 100 MB blocks of memory. The maximum size of an individual mailbox can be extended up to nearly a gigabyte (approximately 1000MB).

Certified email retrieval database. Italian legislation requires the logging for 30 months incoming and outgoing messages in certified email mailboxes. The afore-mentioned requirement does not apply to the content of messages, therefore, given their importance, *Infocamere* offers users the supplementary service of automatic and secure saving of messages, their relevant attachments and receipts. The service is offered remotely: the archived messages are stored at the *Infocamere* Data Center. Via web mail the user may configure several save options which allow for all types of storage needs;

- all receipts or any type of document (for example only acceptance receipts or only outgoing messages sent to a certified recipient);
- all incoming and outgoing messages or any specified type (for example only certified messages, only outgoing messages etc);
- all receipts or any type (for example only acceptance receipts or delivery receipts);
- messages sent to a certified recipient;
- messages sent to non-certified recipients.

It is also possible to chose a combination from the possible types of storage solutions and modify later on the type of new messages to be stored. All stored messages can be retrieved (or canceled using a large range of settings)

4. DURATION AND STORAGE COSTS

Storage is guaranteed by the retrieval_function (certified mail delivery report) in that the envelope is marked by the certified email provider.

The moment the application is received the deposit of the application is registered and the dispatch date is therefore considered valid.

Start up costs for basic tools

1 *Carta Nazionale Servizi* smart card € 25.00 secretarial fees– support lasts 6 years;

2 *CNS* smart card reader € 31.20 VAT included

Total € 56.20

NB: the *Carta Nazionale dei Servizi* smart card is valid for six years and is issued and delivered with two digital signatures which are valid for 3 years. Therefore it is necessary to renew your subscription before the expiry date. Renewal costs € 7.80.

Certified email mailbox costs

3 Legalmail mailbox 100mb € 58.80 VAT included – annual cost
4 History storage 1 GB € 58.80 IVAT included – annual cost

Total € 117.60

Preventive storage costs (dispatch)

5 for each dispatch up to 25 MB € 12.00 VAT included- cost for each project dispatch

Total € 12.00

Annual cost of preventive electronic storage (stored in database)

6 Disk space for preventive electronic storage for each 25 MB € 4.00 VAT included – for each year the project is stored in the Electronic Preventive Deposit Bank.

Total € 4.00

3-year renewal subscription cost

7 Renewal of digital signature € 7.80 secretarial expenses

Total € 7.80

Optional tool costs

8 Extension of mailbox by 100 MB € 14.40 VAT included – annual cost

Total € 14.40

Trusted time stamping can be purchased on the *Infocamere* online shop at the following website:
InfoCamere www.card.infocamere.it

The fee listed for the above services are subject to change and price increases from the provider (Infocamere)