

CONNECT

Designing for a Manufacturer

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On the CD-ROM

- Manufacturing and Licence Agreement (annotated)
- Manufacturing and Licence Agreement (blank)
- Video of spinning at Broadway Silversmiths

Introduction

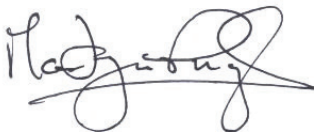
In 1996 the Association of British Designer Silversmiths (ABDS) was formed by a group of leading silversmiths. This Association provided a forum for debate from which grew the realisation that there existed a gulf of understanding between the traditional silverware industry and designer-silversmiths such as themselves. This lack of connection had led to the shrinkage of silversmithing as an industry whereas, conversely, the number and depth of talented designer-silversmiths had grown. This situation had to be addressed and CONNECT was born.

With the ABDS as organisers and Advantage West Midlands as a major funding partner, the CONNECT idea was developed - bringing together designers, manufacturers and retailers to debate current industry issues and create new opportunities. In July 2007 that idea was brought to fruition, in the shape of the first event of its' kind, the CONNECT conference.

CONNECT found widespread acceptance of the need to build more co-operation between designers and manufacturers, but it was obvious that ideas were not enough. It was felt that it was necessary that the project should provide practical guidance on how such a working relationship could be formed and managed.

To do this, the CONNECT team set up a real-life project, part funded by the West Midlands Arts Council, to plot the progress of a designer working with a traditional manufacturer. This 'Designing for a Manufacturer' project has resulted in this case study and the accompanying guidance notes and draft Manufacturing and Licence Agreement. They are applicable to designers and manufacturers in all disciplines.

I hope you find this document a valuable tool in developing business opportunities.

A handwritten signature in black ink, appearing to read 'Martyn Pugh', with a stylized, sweeping flourish at the end.

Martyn Pugh

Chairman – CONNECT committee

Connect: Designing for a Manufacturer

You have been designing and making your own work, perhaps outsourcing some of the fabrication, and then distributing and selling to shops, through galleries and fairs. A manufacturer likes what you do and asks you to produce some designs for them to manufacture and distribute, or maybe you want to approach a manufacturer to do the same. It is an attractive proposition: you do the designs and they do the manufacturing and distribution, paying you for the privilege.

This document is intended as a guide to designer makers wanting to find out more about designing for a manufacturer who is also a distributor. It emerged out of the CONNECT Conference 2007 organised by the Association of British Designer Silversmiths which looked at the ways in which designer silversmiths and the manufacturing silversmiths could work together. The guide is informed by the experiences of Lucian Taylor, a studio silversmith, who worked with a manufacturing silversmith.

Attached to the document is a CD-ROM which contains an example Manufacturing and Licence Agreement drawn up by Briffa, a firm of solicitors specialising in the creative industries, in consultation with the members of the Association of British Designer Silversmiths.



Superabundant Vessels
Lucian Taylor 2005

Case Study: Lucian Taylor – Broadway Silver



Lucian Taylor is an established studio silversmith specialising in creating contemporary one-off pieces for sale through galleries and shows, and to commission. He worked as a designer for Broadway Silversmiths, a family owned company based in the West Midlands. Broadway produce silverware items including tableware, picture frames, candlesticks and gift items. These they sell on a wholesale basis to retailers in the UK and abroad. Much of their current product range is relatively traditional in design but increasingly they are looking to external designers to provide fresh, contemporary products to extend their range.

LT “I was intrigued by the idea of working with a manufacturer, I was interested in producing something that would reach a wider audience and I liked the idea that I could spend time on the part I really enjoy – the designing, and then allow someone else to get on with manufacturing in quantity.”

An initial meeting was arranged at the Birmingham Spring Fair where Broadway had a stand. This gave an opportunity for Lucian to examine their current range and discuss ideas for future designs. Broadway have a particular specialism in combining silver with glass, as well as providing visual interest this allows relatively large objects to be made without using large amounts of silver, an expensive material.

LT “it was apparent that the field Broadway operated in was much more price sensitive than my own. The thickness of the silver was kept to a minimum to keep costs down and the method of manufacture had to be very efficient. Additionally, the products would need to have broad appeal – I would have to curb some of my more eccentric design inclinations. I knew this would prove a challenge for me but it was an interesting challenge.”

Salt and Pepper Casters
Broadway Silver



The discussion focused in producing new designs for a bowl and a candlestick combining glass and silver. Most of the glass that Broadway currently work with is clear and the idea of using black glass was introduced. Price points for the objects and a timescale for production were agreed.

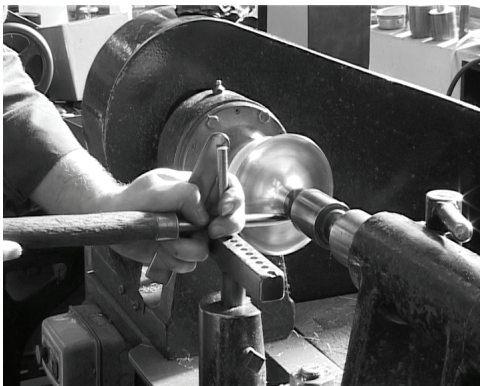
LT “in a way it was like dealing with a client for a one-off commission, I really enjoy the process of layering the ideas a client has with my own to create a new design for an object”

Whilst it is common for a royalty to be paid to a designer when they licence a manufacturer to produce a design, this project was paid with a one-off fee.

LT “the one-off fee did have the attraction of simplicity but in future I would aim to work on a royalty basis unless the quantities were strictly limited, that way if the design is successful both the manufacturer and myself benefit.”

Taylor made a trip to the factory to look at the manufacturing processes Broadway employ. Most of the work is made either using a drop press or by spinning. Spinning involves forming a disc of metal over a ‘chuck’ whilst it spins on a lathe. It was agreed that spinning would be the method employed for forming the silver: it is a fast method of manufacture and the tooling costs are relatively low.

LT “the trip to the factory was really useful – seeing the manufacturing processes at first hand and talking to the craftsmen working there gave me useful insights into what was possible.”

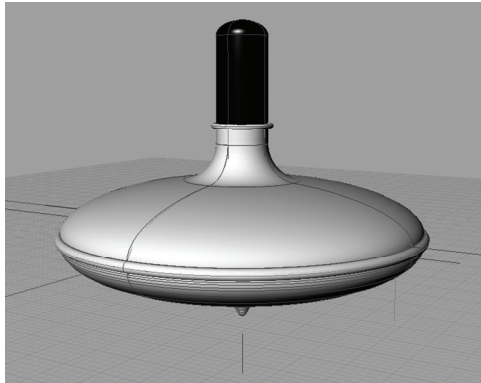


Spinning a base
Broadway Silver

The designs were developed by a combination of methods, Taylor producing some prototypes himself in his workshop to test ideas and processes, he also modelling objects using a CAD programme; producing working drawings and having Broadway make up prototypes.

LT “I found I needed to make some things myself, to test out ideas. Working directly with material is part of my design process as a craftsman. This was supplemented by using CAD and getting Broadway to produce prototypes. Broadway were very helpful in producing prototypes and the chief technician there contributed to the design process”

Spinning top CAD drawing
Lucian Taylor



Design is not a linear process and some of the ideas whilst showing promise had to be put aside, sometimes because of manufacturing difficulties and sometimes because of cost constraints.

LT “I had this idea for patterning the surface of the silver prior to forming by spinning, it showed promise but the material would frequently split and in the end we had to ditch it. I also was working with some ideas for a vase that was also a candle holder but I just couldn’t get the glass produced affordably in the shape I needed. Broadway were great – keen to try things and persistent but at times I found the need to work so tightly to a price point really frustrating but then I would think – this is the challenge: to design something fantastic that doesn’t cost too much.”

The final design for the candle stick used a stem of glass rod with a softly curved silver base and sconce. The glass rod could be cut to length as required allowing candles of varying heights to be created. The bowl had a

black glass exterior with a mirror finished lining lapped over the edge. A final object was created as an aside, a spinning top, an idea that was sparked off by the manufacturing process of spinning silver.

LT "in the end I was pretty pleased with the objects, yes I didn't have some of the freedoms I might have when producing one-off pieces but it felt really satisfying to create something that was attractive but relatively inexpensive. My favourite has to be the spinning top, I thought it was a really nice object to look at and to handle – something that could be a Christening gift but could also be an attractive 'executive desk toy' later on in life."



"Oli" Candlestick, Bowl and Spinning Top
925 Silver and glass
Designed by Lucian Taylor
Manufactured by Broadway Silver

Guidelines for Designing for a Manufacturer

Things to Consider Before Embarking

Payment: Don't undervalue your talents and your own status within your field, and don't sell your designs outright - you should retain ownership of them and only license a manufacturer to use them. A one-off fee is generally not desirable, but if it is used then it must be linked to a maximum amount of units. Royalties are a better, though more complicated method of payment, if the product does well, then both the designer and the manufacturer benefit.

Copyright: Copyright is automatic and effective as soon as something is set down in material form. Adding the copyright symbol, your name and the year to your design drawings e.g. © Josephine Smyth 2008. This shows that you are the creator and puts others on notice that they are not entitled to copy the work without your permission. There are organizations that can assist designers to protect against copyright infringement; two of these are listed in the resources section at the end of this document.

What are you prepared to design?: Is a manufacturer interested in having something very similar to what you already produce? Only you can tell how comfortable you are with this; you need to consider how it will affect your own market. Are you being asked to design a range that you don't want associated with your name? If you are still interested in doing the work perhaps it may need not carry your name.

The initial meeting

Before meeting representatives of the manufacturing company do some research on them: what is their current range and markets, where do you see gaps and possibilities for you to contribute? At the initial meeting you need to get an idea of what the manufacturer has in mind. This might be fairly open-ended or it might be something quite specific - if too open-ended it can be difficult to progress.

It is important to try to get as much concrete information as possible: price range, market, type of product, their methods of manufacture, time-scale to market, quantities, and fees. They will want to look at your current designs so take some means of showing them.

At this stage both parties are discussing the project – you are not making a formal agreement. Unless you have an exceptionally good memory, take notes at the meeting or ask for permission to use a recording device.

Heads of Agreement Letter

After the initial meeting it is a good idea to send a letter to the manufacturer setting out in writing the points that have been discussed. This is often referred to as a “Heads of Agreement” or “Heads of Terms” letter. This lays out what has been agreed between the designer and manufacturer and gives a basis for any further negotiations. It is not a legally binding agreement and does not replace the Manufacturing and Licence Agreement.

In this letter you should include:

- What products are to be made?
- Which designs are to be used? (if it is an existing design)
- How will the designer be paid and how much?
- What is the term (period) of the agreement?
- In which countries and via which outlets will the products be sold?
- Is the licence to be exclusive or non-exclusive? (Exclusive means that the designer will licence only this manufacturer to make and distribute the products, a limited exclusivity may be agreed to where the designer is allowed to personally produce and sell the designs, and non-exclusive means the designer can licence the design(s) to another manufacturer to produce).
- The royalties and any other fees that will be paid the designer.

“Although not binding, an awful lot of clarity can be achieved through putting expectations, boundaries and requirements in writing, either just as general correspondence or as a more formal letter of agreement”

Rachel Moses, The Design Trust.

Manufacturing and Licence Agreement

The Manufacturing and Licence Agreement is a legally binding agreement between a designer and a manufacturer. It may not be necessary to use such a document for a fairly small project as a Heads of Agreement letter may suffice to establish the agreed terms between a designer and a manufacturer. On the CD-ROM there is an example of Manufacturing and Licence Agreement between a designer and a manufacturer. There are two versions of this document, one which is annotated with explanations of the

legal terms used in it and the other is a blank agreement that is designed so it may be adapted for your use. If the document requires substantial amendments for your project it is advisable to seek advice from a solicitor such as Briffa.

Even if your project does not merit the use of a Manufacturing and Licence Agreement it is worth reading it to gain an understanding of the business relationship between a designer and a manufacturer and the duties and responsibilities each party have.

Summary of what a Manufacturing and Licence Agreement covers:

- What designs are being licensed for manufacture?
- The period or duration of the licence (it may be perpetual or be for a limited period).
- The geographical area in which the products can be manufactured and sold.
- Minimums – the manufacturer/distributor agrees to sell a certain number of units. If they fail to do so the licence can be terminated.
- Records – the manufacture should agree to keep and make available to the designer records of accounts.
- Manufacturing – a timetable for when the designer should supply all the drawings the manufacturer needs, for manufacture and when the manufacture should commence.
- Quality Control – Every aspect of the product from the materials, form, colours, finish and how it is packaged need to be agreed by the designer and may not be altered without their consent.
- Reputation – will the designs be marketed purely under the name of the manufacturer or will you be credited, if so how so?
- Product Liability Insurance – the manufacturer should be responsible for the product liability insurance for both alleged defects in the design and the finished product.
- Indemnities and Liability – both the designer and the manufacture should have insurance indemnifying the other against losses that come out of breaches of the agreement.
- The delivery date for samples.

There are more detailed explanations of these terms in the annotated example Manufacturing and Licence Agreement on the CD-ROM. Read through the document and the comments carefully, and try not to be put off by how daunting it looks at first. The agreement aims to set a basis for a successful project and to deal with problems that may arise.

Timetable for project

The manufacturer will probably be aiming to launch the product at a particular time of the year, perhaps to coincide with a trade fair. They may have periods when they can devote more time to developing new products and you may in turn have your own periods when you have more time to devote to the project. Agree a realistic structured timetable for the project.

Designing and Prototyping

When developing designs that you are going to produce personally, you only have to communicate with yourself. This is different to working with a manufacturer when you will need to accurately communicate your ideas to them. Make your drawings and specifications as clear as possible and always put the copyright symbol, your name and the year on everything you produce. You may prefer to make physical prototypes yourself or it may be more efficient for the manufacturer to produce the prototypes. If you are developing new designs (rather than having an existing design adapted for manufacture), it may be appropriate to agree to in advance your fees for the production of drawings, models, and time spent advising the manufacturer at their request. These would be laid out in the Manufacturing and Licensing Agreement. It is also wise to agree that the manufacture of the products may only commence with the written agreement of the designer, when he or she is satisfied with the product.



Additional Resources

Association of British Designer Silversmiths: promotes and supports designer silversmiths based in the UK.

www.theabds.co.uk

ACID – Anti Copying in Design: offers various chargeable for services and documents to assist designers in protecting their designs from copyright infringement.

www.acid.uk.com

Briffa: a firm of solicitors specialising in legal advice on intellectual property for creative businesses

www.briffa.com

The British Jewellery Association: offers a “Copywatch” scheme and free legal advice to its members to strengthen their legal position if copyright infringement occurs.

www.bja.org.uk

Design Trust: an educational resource for designers, there is a useful design business start-up guide that can be downloaded for free.

www.thedesigntrust.co.uk

Designer Maker West Midlands: promotes and supports designer makers based in the West Midlands.

www.net-infinity.co.uk/dmwm/default.htm

association of
british designer

silversmiths

