

# Intellectual Property Awareness Network

## Rules made under the Articles of Association

### Preamble

These rules are made under Article 57 of the Articles of Association (hereafter referred to as the Articles) of the Intellectual Property Awareness Network (hereafter referred to as IPAN) a company limited by guarantee incorporated in England, registration no. 7693250, registered office, c/o CIPA, 3<sup>rd</sup> Floor, 95 Chancery Lane, London WC2A 1DT in order to set out various terms and conditions for regulating membership and operation of IPAN.

### 1 Eligibility for Membership

IPAN is established under its Articles as a charitable and not for profit organisation for fostering and developing improved awareness and better understanding of intellectual property primarily in the UK. As such IPAN does not lobby for any particular viewpoint or sectorial opinion on intellectual property matters. Application for membership of IPAN is open to any organisation or individual with an interest in intellectual property and its protection and in fostering and developing understanding and application thereof in accordance with the aims and objectives of IPAN as set out in the Articles.

### 2 Admission to Membership

2.1 Applications for membership of IPAN should be made in writing indicating the nature of the organisation seeking membership, its interest in intellectual property related matters and the names and contact details of the one or two individuals who will represent it in IPAN.

2.2 The IPAN board of directors (or a committee thereof) is responsible for approving or declining all applications for membership at its sole discretion and without giving any reasons for its decisions. An application fee shall be payable to complete admission to membership once membership has been approved in principle.

### 3 Membership Fees

As a condition of continued membership of IPAN, all members shall pay an annual membership fee, the amount of which shall be set at the Annual General Meeting ("AGM") of IPAN and invoiced to each member during each calendar year. Non-payment of the membership fee within six calendar months of the invoice therefor may result in termination of membership at the sole discretion of the IPAN board of directors.

### 4 Termination of Membership

4.1 Membership of IPAN is personal and may not be assigned or transferred without the written permission of IPAN. Membership may be terminated at any time should a member be acquired by another party.

4.2 A member may terminate membership by giving not less than 90 days written notice to IPAN prior to the completion of the annual membership period. However, if no such instruction is received, membership will automatically be renewed for a further 12 months and the renewal fees payable accordingly. No refund of any fees is available in the event of termination of membership for any reason.

## **5 Promotion of IPAN membership**

Members are encouraged to publicise their membership of IPAN in their activities and public materials such as websites and publicity materials. In particular they are encouraged to include the IPAN logo and a link to the IPAN website. However use of membership of IPAN for means deemed inappropriate by the IPAN board of directors or for directly commercial purposes is not permitted and may result in immediate termination of membership.

## **6 Confidentiality**

6.1 Unless specifically directed to the contrary all IPAN materials including documents received by members from IPAN may be freely used by members for non-commercial purposes provided the materials continue to be properly attributed to IPAN.

6.2 IPAN materials such as notes of meetings, copies of meeting presentations and the like made available to members through a “members only” area of the website or by email may be circulated within member organisations but may not be published externally without prior written permission from IPAN.

6.3 For the avoidance of doubt, discussions at ordinary meetings of IPAN are normally carried out on a non-confidential basis but members are requested to notify a director of IPAN before reporting discussions or other content of IPAN meetings through social media or to a member of the press or media. Press releases from members which refer to IPAN and its activities should be notified to IPAN in advance.

## **7 IPAN Directors**

The directors of IPAN have equal authority under the Articles to manage the business and exercise all the powers of IPAN but may appoint one or more of their number to serve in a special role with designated responsibilities, such as those of treasurer and/or company secretary, normally for a period of up to two calendar years.

## **8 IPAN Logo and Trade Mark**

8.1 Use of the IPAN Logo by members for non-commercial purposes is encouraged, subject to adherence to the guidance set out in the accompanying Schedule to these Rules.

8.2 The IPAN trade mark may only be used with the written permission of, and in accordance with any terms laid down by, the IPAN board of directors.

8.3 Members are required to notify IPAN promptly of any potential, actual or suspected infringement or violation of the intellectual property rights of which they may become aware in the IPAN logo and trade mark.

## **9 IPAN Website**

9.1 A list of members of IPAN is published on the IPAN website together (on request) with a specific webpage giving information to the public about the member and its connection with intellectual property matters. Members may access freely a section of the website which is restricted to members (“members only” section) and may obtain a password to do so on request to IPAN.

9.2 The content of a “members only” section including the list of members and their contact details is confidential and may not be used in any way outside member organisations without written permission from a director of IPAN.

## **10 Data Protection**

Any personal information relating to members or representatives will be processed in accordance with the Data Protection Act 1998 as amended or substituted from time to time. On request a data subject may request a copy of personal information held (for which IPAN may charge a reasonable fee), and to correct any inaccuracies.

## **11 Conflict of interest**

Members and their representatives are required to declare in advance to a director of IPAN any potential conflict of interest which may arise between their own activities and those of IPAN so that steps may be taken to avoid or mitigate any such potential conflict.

## **12 Communications**

Service of written communications to IPAN including a director thereof may be made by post addressed for the attention of The Secretary at the registered office address or by electronic means to [ipan@ipaware.net](mailto:ipan@ipaware.net) or to such other email address as may from time to time be notified to members.

## **13 Interpretation**

In the event of any doubt these rules shall be interpreted to follow the wording and meaning of the Articles.

## **14 Adoption**

These rules were adopted by the IPAN board of directors at its meeting on 19 June 2014.

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### **Schedule – Conditions for use of the IPAN logo**

1. The IPAN logo may be used on printed materials or webpages by current members of IPAN for the sole purpose of indicating that an organisation is a member of IPAN. Use for any other purpose is not permitted unless authorised in advance in writing by a director of IPAN.
2. The IPAN logo must not be used in any way which may infer or imply, directly or indirectly, that the contents of the material bearing the logo are in any way endorsed, approved, devised or produced by IPAN. In case of doubt, members must check in advance with a director of IPAN.
3. The IPAN logo must always be generated from the supplied digital file and must not be recreated.
4. The IPAN logo must be used in its entirety without modification or alteration and in substantially the same colours as in the supplied digital file unless prior written approval has been given.
5. If the IPAN logo must be resized for use, the relative proportions of the logo must be retained and any resizing must ensure that the logo remains distinctive.
6. The IPAN logo may not be used in any way which might prejudice its distinctiveness or validity or the goodwill of IPAN.
7. The IPAN logo must be placed so that it is physically separated and visibly distinct from any other logo, mark or design which may also be present.