



**Opendesk.cc** offers design furniture, made locally... all around the world

At Opendesk we believe that a new industrial revolution is just around the corner. Thanks to the increasing proliferation of digital fabrication tools it is now possible to build a genuinely distributed manufacturing-base, with designers selling directly to customers and small independent makers and fab shops delivering products to order, working directly from digital files without the need for complex contracts and supply chains.

Since August 2013 Opendesk has received a huge amount of coverage and traffic online (in excess of 4M views and many thousands of quote requests and downloads) following articles on [TechCrunch](#), the [Verge](#), the [Guardian](#), and a range of design publications including [Domus](#). We now have a rapidly growing worldwide network of professional local fabricators, from London to Sao Paulo, New York to Paris, via our sister site [FabHub](#). Through this network we provide a route for designers to access global distribution without the lock-in of traditional intermediaries; offer customers access to worldwide designers and affordable, personalised design items; and offer small independent local makers around the world a new revenue stream.

At Opendesk we strongly believe designers and makers should have maximum freedoms and retain maximum control over what they get for their work, so we are actively working on an online marketplace where makers will be able to quote to offer products to customers on demand at a price that makes sense to them (providing a breakdown of materials and labour). In turn, we are striving towards a model where designers will be able to decide their own fees (royalties) for each design they offer as a percentage of the cost of fabrication. However for the time being (to keep things simple) we are launching with a suggested fee of 8% of fabrication for each product sold. We also believe that designers shouldn't be tied down to a single outlet so we don't ask for exclusivity over rights on any designs – you retain all your own rights and if you want to sell your products elsewhere too, that's fine by us!

To ensure that designers and makers get their due reward, Opendesk doesn't charge listing fees. All Opendesk fees are charged on a transaction basis, based on the underlying cost of manufacturing, and are transparently communicated to the customer for every sale.

By default we offer digital design files for free download on all our hosted products. This allows interested makers to download and trial-build, and customers with access to a digital fabricator (e.g. via a FabLab) to make for their personal use. In our experience this does not limit sales, as most people still choose to buy from a local professional, even after a trial download. However we also allow designers to sell their digital files for a fixed price (in an App Store-like model), and in each case we support a range of licenses at the designer's discretion (with the Creative Commons suite of licenses by default). We are flexible case by case in accommodating individual requirements.

We are now looking to expand our design ranges and are looking for designers with an interest in distributed fabrication, with the passion and drive to join us on this journey towards genuinely distributed Open Making. Where possible we are happy to work closely with designers to refine and onboard their designs, connecting them with makers in our network for feedback on design and fabrication issues.

## Working with Opendesk as a Designer

At Opendesk we want to empower independent designers. However we also need to ensure that designs listed on Opendesk are suitable for customers and makers alike. We therefore work with selected designers to prepare their content for publishing and we curate all designs in the main Opendesk library. In time we aim to develop tools for designers to self-publish and share their own content for independent Open Making, as well as manage their own design fees and distribution options.

Being listed on Opendesk as a Designer means having both a personal public profile, as well as individual designs listed on [www.opendesk.cc](http://www.opendesk.cc). Listed designs are available to be sold and made via the Opendesk maker network in various locations around the world, as well as via affiliated partner sites given the express permission of the designer.

To begin working with a new designer we first need to ask you to agree to our outline terms of service. The main purpose of these is to provide maximum freedoms whilst protecting all parties from any unforeseen consequences. We are still working up the detailed T&C documents (besides, we know reading proper T&Cs can get pretty boring!), so in the meantime we've tried to summarise the main principles below to get you started:

- Designers retain all their own copyright:  
*Opendesk never enforces exclusivity or limit what you can do with your own designs. In exchange you need to warrant ownership of your design IP, and indemnify Opendesk against any copyright (or other rights) infringements arising from use of your designs.*
- Designers retain control over choice of license and the right to limit distribution in certain territories:  
*You must choose your own license for distribution of downloadable content (by default using the Creative Commons suite). You must also specify any territories in which you do not wish your content to be distributed (by default Opendesk offers downloads globally).*
- Designers agree to release furniture designs to Opendesk for commercial distribution:  
*You grant Opendesk permission to work with your content in suitable ways to facilitate distribution via the Opendesk maker network. 'Distribution' means commercial activity including (1) sales transactions over the Opendesk platform (i.e. furniture ordered by a customer online and fabricated by a local maker in the network), (2) paid downloads, and (3) other (sub)licensing income. You license Opendesk to distribute your designs and appoint Opendesk as an agent on further distribution / sub-licensing and IP enforcement. Opendesk in turn commit to pay you a fee for every piece of furniture sold by Opendesk or an affiliate using your design (we will try as far as reasonably possible to monitor all such sales, and provide payment and general sales-data back to you at regular quarterly intervals).*
- Designers are responsible for the integrity of their own designs:  
*You are responsible for creating and prototyping/testing your designs, and delivering the correct associated files and digital assets to Opendesk. Where necessary Opendesk will also carry out their own prototyping and provide feedback to help you improve your designs and prepare them for distribution. You are responsible for the integrity of your digital design assets (eg. CAD files), while makers are the sellers of the end-product to customers and are responsible for the quality of as-built products.*
- Opendesk reserve the right to contact a designer from time to time to discuss their designs and any changes requested by customers case by case:  
*Occasionally customers may request special customisations for which Opendesk may seek your input and approval.*
- Designers agree to their designs being rated and reviewed online:

*Opendesk may provide tools for customers to rate and review designs and offer them the right to express their opinions and share personal experiences of using the platform. You acknowledge this right and agree to your content being reviewed in this way.*

- Designers grant Opendesk the right to use their content for PR, media, and marketing purposes:  
*Opendesk will drive online and offline publicity via media and marketing activity. You understand that your content may be used in suitable ways related to this activity, and in turn Opendesk will always try to ensure that you are credited for your work in publications and media coverage. We will never knowingly claim your work as our own!*
- Designers are responsible for notifying Opendesk of any changes they wish to make to their account and/or the terms of distribution of their designs:  
*In general a 14-day written notice period (including via email) applies to all changes to your profile or to terms of distribution including territories and fees. You must allow a 30-day notice period if you wish to terminate your partnership with Opendesk.*
- Designer agree to the Opendesk code of conduct:  
*You commit to be a pro-active actor on the Opendesk platform, and where required to respond to enquiries & platform interactions in a timely manner.*