



## By-Law #3: Rules of Professional Conduct

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Registered Graphic Designers (RGDs) are committed to the highest professional and ethical standards when working for clients, as employees and in service to the general public.

As a certified member of the Association of Registered Graphic Designers, I am required to uphold the Association's Rules of Professional Conduct.

- (1) I am committed to meeting the professional standards of the graphic design industry and working towards the betterment of the profession across Ontario, Canada and internationally.
- (2) I will engage in the practice, management and/or instruction of graphic design in an ethical and lawful manner.
- (3) I will act in the best interest of my clients and/or employers, within the limits of these Rules.
- (4) I will strive to act in the best interest of consumers and society wherever possible.
- (5) I will meet financial obligations, respect lawful contracts and be bound by provisions in all agreements.
- (6) I will ensure I receive compensation for graphic design services that I provide except for pro bono work.
- (7) I will not copy another designer's work without consent, or claim another designer's work as my own.
- (8) I will uphold my intellectual property rights unless I have negotiated a transfer of them to another party.

If you have questions about the Rules and/or my performance of them, please contact the Association's Executive Director, Hilary Ashworth, by email to [execdir@rgdontario.com](mailto:execdir@rgdontario.com) or by phone to 1-888-274-3668 x 23.

## Rule 1

*“I am committed to meeting the professional standards of the graphic design industry and working towards the betterment of the profession across Ontario, Canada and internationally.”*

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### Policies

#### 1.1 LAWS & REGULATIONS

As a member of RGD, I will uphold the By-laws of the Association and obey all federal, provincial, territorial and municipal laws relating to the practice of graphic design. I will not authorize, permit, counsel, aid, abet or acquiesce in the contravention of any such regulation by any individual.

#### 1.2 WORKING OUTSIDE CANADA

When practicing graphic design outside of Canada, I will observe the code of conduct of the graphic design association of that jurisdiction where it does not conflict with RGD's Rules of Professional Conduct.

#### 1.3 BANKRUPTCY

I will notify the Executive Director of RGD upon declaring bankruptcy, and on being discharged from bankruptcy under the Bankruptcy and Insolvency Act (Canada), and before making any proposal in bankruptcy for the benefit of my creditors.

#### 1.4 THE RGD DESIGNATION

- (a) Qualifying members of RGD are granted the RGD designation under Section 4 of the Act. I will not represent myself or any other individual as holding the designation if the requirements under the aforementioned section of the Act have not been met.
- (b) As a Registered Graphic Designer, I will promote accreditation in the graphic design profession through the use of my RGD designation. I will display my certificate of registration prominently in my place of practice or instruction, unless it is not possible for me to do so. I will ensure that the RGD designation is attached to my name on professional promotional material. I will request that my RGD designation be included with my name when published by external parties.

#### 1.5 RESPONSIBILITIES TO THE ASSOCIATION OF REGISTERED GRAPHIC DESIGNERS

- (a) I will abide by the terms and limitations of my category of membership as set out in the Act and pay my membership dues in a timely

fashion. I will contact the Executive Director if I need to make special arrangements regarding payment.

- (b) Within my full legal ability to do so, I will provide any document, record or electronic data relating to an investigation or a proceeding in respect of my professional conduct or the professional conduct of another member requested by the Grievance Committee or Discipline Committee.
- (c) I will not disclose confidential information I have received as a director, officer, committee member or representative of RGD to any third party, unless and except when required to do so by law.

#### 1.6 AFFIRMATION

I will re-affirm my commitment to these Rules of Professional Conduct annually with the renewal of my membership.

### Best Practices

#### 1.1 PROFESSIONAL DEVELOPMENT

- (a) In the interest of improving standards in the graphic design profession, I will continually strive to update my skills and keep them relevant to today's marketplace.
- (b) I will encourage any employees or students under my charge to keep their skills up to date and relevant to today's marketplace.

#### 1.2 DESIGN CREDITS

- (a) I will encourage my clients to publish design credits on work whenever feasible.

### Situational Examples

- 1.1 Shawn is an art director who works for a large design firm. He has observed his supervisor, who is not a member of RGD, acting in a manner inconsistent with a number of the Rules of Professional Conduct. Should Shawn report his supervisor's behaviour to RGD?

A: No. The Rules of Professional Conduct apply only to members of RGD.

1.2 Tina is a creative director who has been invited to serve as a juror in a regional design annual. In the annual's promotional material, Tina's name is presented without the RGD designation even though she informed the organizing committee that she is a Registered Graphic Designer. Can Tina still act as a juror without breaking the Rules of Professional Conduct?

A: Yes. Some organizations refuse to publish designations. Including your designation in any biographical materials you submit to other parties is sufficient.

1.3 John is a firm owner who has had a complaint made against him to RGD's Grievance Committee. The Committee requires John to produce documentation relating to the matter, a portion of which contains confidential client information. Must John turn over this information?

A: Yes. The Grievance Committee will ensure that sensitive information remains confidential and is reviewed only by individuals who have no conflict in the matter.

### **Additional Readings**

#### THE ACT

[www.rgdontario.com/about/bylaws](http://www.rgdontario.com/about/bylaws)

#### THE BY-LAW

[www.rgdontario.com/about/bylaws](http://www.rgdontario.com/about/bylaws)

#### WHAT IS AN RGD?

[www.rgdontario.com/about](http://www.rgdontario.com/about)

## Rule 2

*“I will engage in the practice, management and/or instruction of graphic design in an ethical and lawful manner.”*

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### Policies

- 2.1 CRITICISM  
I will not unfairly criticize any professional graphic designers or their work in a way that might damage their reputation.
- 2.2 RESPONSIBILITIES TO OTHER DESIGNERS
- (a) If I take on a project on which another graphic designer has already been working, I will take reasonable precautions to ensure that necessary property rights belong to the client.
- (b) I will not use unethical means to win work away from other graphic designers.
- 2.3 RESPONSIBILITIES REGARDING OFFERING ADVICE
- (a) If I am asked to advise on the selection of designers or other consultants, I will not accept payment from the designer or other consultant I recommend.
- (b) I have a duty to serve as an expert witness if I am qualified to do so when requested and properly retained in a judicial, arbitration or other legal proceeding.
- 2.4 PROMOTION OF SERVICES  
I will not prepare, authorize or distribute any proposals, applications, self-promotion, advertising or publicity that contains statements designed to mislead others regarding my or my firm’s competence, experience or professional capabilities.
- 2.5 RESPONSIBILITIES TO STUDENTS
- (a) As an educator, I will work to the best of my abilities to prepare my students for the realities of the graphic design field.
- (b) As an educator, I will not unfairly exploit my students for my own private business interests.
- (c) As an educator, I will act in a manner that supports RGD’s Rules of Professional Conduct and I will do my best to educate students on these Rules.

### 2.6 RESPONSIBILITIES TO EMPLOYEES

As an employer, I will ensure I am knowledgeable of and compliant with all pertinent labour laws in my jurisdiction.

### Best Practices

#### 2.1 INTERNSHIPS

I will ensure that internships I provide or participate in are non-exploitive and conform to RGD’s Internship Guidelines.

### Situational Examples

2.1 David T. (an RGD) owns a design firm. His firm is one of three firms in the running to be selected for the branding of a major national sporting event. He is on a panel at a design event and is asked why he thinks his firm should win. He says, “Because everyone knows that the other two firms’ work is crap,” and winks at the audience. Could the two other firms make a grievance against David?

A: No. The criticism of the other two firms is clearly in jest. It is a given that designers criticize the work of other designers. Criticism can be constructive and we can learn from it. Criticism can also be given in jest. Criticism becomes unethical when it unnecessarily denigrates another designer in a way that can be shown to hinder the designer’s employment prospects or his/her ability to be hired. This can be the case particularly when the criticism is obviously purposely intended to be harmful, clearly unfair, made in any kind of public forum and is purely subjective opinion and/or has no basis in fact.

2.2 Judy F. (an RGD) is discussing a project with a new client. The client shows her working files and explains that the project had already been started and that he’d like her to complete it for \$700. Judy says just email me these files. She believes it is not her concern how the existing files were created. Can she go ahead and complete the work?

A: No. Judy should take reasonable precautions to ensure that the rights to the designs are owned by the client.

2.3 A design firm is asked to make a presentation to the marketing manager of a major company in

response to an RFP. A member of the design firm's team gives the marketing manager baked goods before the presentation. (A friend had told him the manager loves baked goods.) The manager is delighted. Is this unethical?

A: No. This is not the equivalent of a bribe. Examples of unethical ways to win work are: bribes (money, gifts, paid holidays); kickbacks to a member of the hiring company in order to get work; unfair criticism of a competing designer. Providing lunch or supplying refreshments during a presentation is not bribery.

2.4 Tom's client asks him if he can find a photographer in Oklahoma who has experience photographing wheat and corn. Is it ethical for Tom to charge his client for the time he spends finding the appropriate photographer?

A: Yes, but it would be unethical for Tom to ask the photographer to give him 15% of the fee. It is acceptable to charge a client a fee for finding a designer or consultant who you determine to be qualified to handle the client's project. It is not acceptable to ask the designer or consultant to pay you for your recommendation.

### **Additional Readings**

RGD BEST PRACTICES FOR INTERNSHIPS

[www.rgdontario.com/talent/internships](http://www.rgdontario.com/talent/internships)

ONTARIO MINISTRY OF LABOUR EMPLOYMENT STANDARDS

[www.labour.gov.on.ca/english/es/](http://www.labour.gov.on.ca/english/es/)

CANADIAN LABOUR CODE

[www.hrsdc.gc.ca/eng/labour/labour\\_law/](http://www.hrsdc.gc.ca/eng/labour/labour_law/)

AIGA PROFESSIONAL STANDARDS OF TEACHING 1.0

[educators.aiga.org/topics/resources/professionalstandardsofteaching/](http://educators.aiga.org/topics/resources/professionalstandardsofteaching/)

## Rule 3

*"I will act in the best interest of my clients and/or employers, within the limits of these Rules."*

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### Policies

#### 3.1 CONFIDENTIALITY

- (a) I will not disclose confidential information received by my client or employer, unless authorized or obligated by law, to do so. This includes, but is not limited to, business strategies, works in progress, organization structure and production methods.
- (b) I will take appropriate care to ensure that confidential information is not divulged or vulnerable.
- (c) I will not publicly release any information regarding works in progress unless my client or employer has explicitly given consent to do so.

#### 3.2 COMPETITION

I will not accept work from a client for whom I have previously worked in an employment or freelance situation without obtaining permission from that employer.

#### 3.3 CONFLICT OF INTEREST

I will not work simultaneously on assignments that create a conflict of interest without the agreement of the clients or employers concerned.

### Situational Examples

3.1 As a pitch to new clients, you mention that you are doing a re-branding of a prestigious clothing company. The potential client asks to see your concepts and for more specifics. May you oblige?

A: No, you cannot divulge any work in progress without the client's consent.

3.2 As an employee of a design firm, you work on a branding exercise for an investment firm. After that work is completed, the investment firm asks you to continue to do work for them on a freelance basis. Can you accept the freelance work?

A: No, you must first obtain permission from the design firm that employs you.

3.3 Same scenario as above, but a rival investment firm contacts you directly and asks you to do freelance work for them. Can you accept the work?

A: No, this would be a conflict of interest with the existing investment firm that is a client of the design firm where you work.

3.4 Same scenario as above but a completely unrelated business approaches you to do freelance work for you. Can you do the work?

A: As long as you have not signed any sort of agreement with your employer that prohibits you from doing freelance work, you can do the work.

## Rule 4

*“I will strive to act in the best interest of consumers and society wherever possible.”*

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### Policies

- 4.1 ACCESSIBILITY  
I will be educated on and ensure that my clients are informed about accessibility standards in my jurisdiction.
- 4.2 HEALTH & SAFETY  
While engaged in the practice or instruction of graphic design, I will not knowingly do or fail to do anything that constitutes a deliberate or reckless disregard for the health and safety of the communities in which I live or practice.
- 4.3 HUMAN RIGHTS
- (a) I will not accept work that infringes upon human rights or involves the promotion of hatred, discrimination or exploitation of any person or group of persons as outlined in the Ontario Human Rights Code and Canadian Human Rights Act.
- (b) I will take a responsible role in the visual portrayal of people.
- 4.4 SUSTAINABILITY
- (a) I will consider the environmental, economic, social and cultural implications of my work and endeavour to minimize adverse impacts.

### Best Practices

- 4.1 PROCUREMENT
- (a) I will always strive to specify or recommend goods and services that are the least detrimental to the environment and society.
- (b) I will strive to be informed about goods and services that have a lower carbon footprint than comparable goods and services available in the marketplace.
- 4.2 PHILANTHROPY
- (a) I will attempt to contribute 5% of my time to projects in the public good, projects that serve society, and projects that help improve the human experience.

### Situational Examples

- 4.1 You've just completed a packaging design strategy for a product company. Your design means increased consumption of paper and plastic. Are you in violation of RGD's Rules?
- A: You may not have considered the carbon footprint of your design solution at the outset of the project. With proper planning, it may be possible to develop a packaging strategy that will minimize waste and save resources and energy but you are not in violation of the Rules since this is a Best Practice and not a Policy.
- 4.2 A client asks you to design a website in a technology that is not universally accessible. Should you do it?
- A: No. You should educate your client that the technology requested is not universally accessible and propose a suitable alternative.

### Additional Readings

- RGD ENVIRONMENTAL PAPER POLICY  
[www.rgdontario.com/resources/sustainability](http://www.rgdontario.com/resources/sustainability)
- RGD ACCESSIBILITY HANDBOOK  
[www.rgdontario.com/resources/accessibility](http://www.rgdontario.com/resources/accessibility)
- FOREST STEWARDSHIP COUNCIL  
[www.fscscanada.org](http://www.fscscanada.org)
- AIGA LIVING PRINCIPLES  
[www.livingprinciples.org](http://www.livingprinciples.org)
- HUMAN RIGHTS  
[www.ohrc.on.ca/en/ontario-human-rights-code](http://www.ohrc.on.ca/en/ontario-human-rights-code)  
[laws-lois.justice.gc.ca/eng/acts/h-6/](http://laws-lois.justice.gc.ca/eng/acts/h-6/)

## Rule 5

*“I will meet financial obligations, respect lawful contracts and be bound by provisions in all agreements.”*

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### Policies

#### 5.1 LAWS & REGULATIONS

I will uphold the By-laws of the Association and obey all federal, provincial, territorial and municipal laws related to contracts.

### Best Practices

#### 5.1 RESPONSIBILITY

- (a) Contracts spell out what is expected from each party and what form of compensation is to be paid for work completed. As a matter of good business, it is important to spell out the terms and conditions of any project before work begins.
- (b) A good contract covers consequences and remedies if things don't turn out as planned.

#### 5.2 COMMUNICATION

- (a) Contracts may be written or verbal. RGD members should familiarize themselves with basic contract law to ensure that they are conducting business appropriately.
- (b) In general, the parties should discuss all the terms of any proposal, including compensation in exchange for design services.
- (c) If the agreement is verbal, it is good practice to follow up with written confirmation.

### Situational Examples

5.1 Gertie is a freelance graphic designer. At a party, she is introduced to a restaurateur who intends to open a new business in her community. A complete identity package is required: logos, menus, take-out bags. Gertie mentions that a project of this scope may require \$5000 for design services. The owner agrees to the fee and sets up a time to meet to get the project started. Is this a binding contract?

A: If, as a designer, you have any question about the legal status of an agreement you must clarify it as soon as possible. Gertie should prepare written documentation of their conversation in the form of a contract and present it at, or prior to, a future meeting.



## Rule 6

*“I will ensure I receive compensation for graphic design services that I provide except for pro bono work.”*

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### Policies

#### 6.1 COMPENSATION

- (a) With the exception of work done on a pro bono basis, I will not perform graphic design services without receiving fair compensation.
- (b) I will set compensation at a level suitable to my qualifications and which provides for the success of my practice.

#### 6.2 SPEC WORK

- (a) I will not perform graphic design services on a speculative basis in hopes of being compensated for my services after the fact.
- (b) I will not direct any employees or students under my charge to perform graphic design services on a speculative basis.
- (c) I will refrain from engaging in competitions unless all participants are compensated equally in a way that I feel constitutes fair value or the terms have been approved by the RGD Ethics Committee.

#### 6.3 SKILLS TESTS

- (a) I may engage in a skills test as part of a job application process if I so choose, provided I understand and agree to the terms of the test in advance and none of the work I perform will be used in any commercial way.
- (b) I shall refrain from asking potential job applicants to perform a skills test unless without first ensuring candidates have agreed upon the terms of the test and assuring all involved that none of the work created by the candidates will ever be used in a commercial way.

### Best Practices

#### 6.1 COMPENSATION

- (a) I will ensure that I compensate all staff and interns at a level suitable to their qualifications and abilities.

#### 6.2 PRO BONO

- (a) I shall limit donation of work to charities, non-profits, social causes and family members.

- (b) I shall refrain from donating work to charities or non-profits that have the capacity to pay for graphic design services.
- (c) I will issue comprehensive invoices, with a 100% discount, on all pro bono projects so that the value of my donation is respected.
- (d) I will request recognition on materials where I have provided my services pro bono.

#### 6.3 EDUCATION ABOUT SPEC WORK

- (a) Whenever I come across a situation whereby a Canadian company, government department or agency or non-profit organization is requesting speculative work by graphic designers, I will inform RGD and do my best to educate that client on the dangers and drawbacks associated with it.
- (b) I will do my best to educate colleagues, employees and students about the dangers and drawbacks associated with spec work.

### Situational Examples

6.1 Tyler is a freelance graphic designer who has been approached by a concert promoter who wants an identity system and promotional campaign for an inaugural music festival. The promoter promises to pay Tyler for his work if the event is a success. Is Tyler violating the RGD Rules if he accepts this job?

A: Yes. Working under the promise of potential payment is a core component of spec work and is not permitted under the RGD Rules of Professional Conduct.

6.2 Samantha is a junior graphic designer working for a medium-sized advertising agency in Toronto. Samantha's employers have decided to make a spec pitch to a soft drink company and have directed staff to begin work on concepts for a national campaign. Is Samantha in violation of the RGD Rules of Professional Conduct?

A: No. As Samantha is a paid employee; she is not working on spec. Samantha's employers are the ones who are working on spec.

6.3 Zack is a design student who follows an international celebrity on Twitter. This celebrity is

publishing an autobiography and has decided to invite her followers to submit concepts for a book jacket, with one submission receiving a \$2,000 prize. Is Zack in violation of the RGD Rules if he submits a concept for the book jacket?

A: Yes. The celebrity is using an unethical business practice called crowdsourcing, which is just spec work by another name.

6.4 Action Design Inc. is taking part in an RFP submission, competing against four other firms. As part of the RFP process, each firm is required to produce initial concept sketches and present a campaign direction. Each firm will be awarded \$1,000 for competing and the client will partially base their hiring decision on the concept presentation they like best. Is Action Design in violation of the RGD Rules?

A: No. Each firm is being equally compensated for the work produced during the RFP process, which removes the speculative element from the competition. It is up to Action Design and the four other firms to determine if the compensation allotted is fair.

6.5 Sharon is a graphic design instructor who teaches at a local college. She is contacted by a small start-up looking for a new logo. The start-up asks that she give the project to her students, suggesting that it will give them an opportunity to work on a real-world assignment. The start-up will choose the logo they like best and award its designer \$200. Is Sharon in violation of the Rules if she brings this project to her students?

A: Yes. This is a particularly unethical form of spec work that preys on students. As a member of RGD, Sharon cannot encourage any students to engage in spec work.

6.6 Action Design Inc. is looking to hire a new employee and want to ensure the new employee is adept in the use of Adobe InDesign. Action Design asks prospective employees to complete a standard skills test to determine each individual's technical proficiency. Is Action Design Inc. or the prospective employees in violation of the Rules?

A: No, if the work created as part of the test is in no way commercially exploitable, this is not an example of spec work but it might go against Rule 7 if graphic design services are undertaken.

### Additional Readings

RGD SPEC WORK POLICY

[www.rgdontario.com/resources/no-spec](http://www.rgdontario.com/resources/no-spec)

NO!SPEC

[www.no-spec.com](http://www.no-spec.com)

RGD'S GUIDE TO WORKING WITH NON-PROFITS  
AND CHARITABLE ORGANIZATIONS

[www.rgdontario.com/resources/sustainability](http://www.rgdontario.com/resources/sustainability)

RGD CREATIVE EARNERS BILLING AND SALARY SURVEY RESULTS

[www.creativeearnings.ca](http://www.creativeearnings.ca)

AIGA POSITION ON SPEC WORK

[www.aiga.org/position-spec-work/](http://www.aiga.org/position-spec-work/)

ICOGRADA COMPETITION GUIDELINES

[www.icograda.org/feature/blog/articles1715.htm](http://www.icograda.org/feature/blog/articles1715.htm)

## Rule 7

*“I will not copy another designer’s work without consent, or claim another designer’s work as my own.”*

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### Policies

#### 7.1 CREDIT

- (a) I will always credit other designers on work that was collaborative.
- (b) When I have collaborated, I will make clear what my responsibilities on the project were and will never claim sole credit.

#### 7.2 CREATIVE COMMONS

- (a) When using assets that license copyright and attribution under the “Creative Commons” model, I will:
  - Make sure any derivative works I produce using such assets carry the identical license forward or further restrict the rights granted, in order to protect the original creator of the work.
  - Clearly credit those responsible for the assets I have used.
  - I will provide links to the personal websites and/or blogs of the creators and modifiers of the assets, back to the original creator, if the information exists.
- (b) If, after using assets labeled as “Creative Commons” or purchasing or finding clip art I discover or am made aware of copyright infringement, I will:
  - Come to an agreement with the original creator of the work to ensure adequate compensation is provided to him/her based on the usage.
  - Make sure proper credit is given to the original creator of the work. If this is not possible (for example, if the product is already printed), I will try to the best of my ability to issue an erratum on my website or blog advising people of the mistake and crediting the proper source.
  - I will notify any other users of the assets that I know of, and try to put them in touch with the creator of the original work.
  - If the creator of the work is unable or unwilling to license proper licenses, I

will immediately stop using the asset immediately.

### Situational Examples

- 7.1 Susan, an art director, leads a team of designers in the development of a new website. Though Susan herself has not created any design concepts, she has been responsible for providing art direction and creative feedback to the team of designers and is responsible for their work. Is Susan in violation of the Rules if she takes credit for the work?

A: Susan can legitimately take credit for the art direction of the website.

- 7.2 All of the designers in Derek’s studio have contributed design concepts for the development of a new logo. The selected concept was conceived by Derek but since being pulled onto another job, the logo has been designed and finalized by Paul, with input from his art director, Susan. Is Derek in violation of the Rules if he claims credit as the designer of the work?

A: Although the original idea was Derek’s, he cannot claim sole credit for the design of the finished logo. Neither can Paul. Design credit should go to both Paul and Derek and Susan should also be credited for her role as art director.

- 7.3 Michael has created an illustration and posted it on a Portfolio Website. He has chosen a “Creative Commons” license mode in which further modifications of the work are allowed and in which attribution must be given. Jane has found the image and plans to use it as part of a new illustration for a poster she is designing. What procedure must Jane follow so as not to be in violation of the Rules?

A: Jane must inform Michael of the usage, attribute the original artwork to him and provide a link to his online portfolio. In addition, she must restrict usage of her modified work by either choosing the same license Michael specified originally or by restricting it in such a way that it cannot be further used without permission from Michael.

7.4 Marjan has found Jane's illustration (described in Situational Example 8.3) on her blog and wants to use the image and enhance it further for a personal project which Marjan will post on her own website. What must Marjan do to meet the requirements of the RGD Rules?

A: Marjan must provide links to both Jane's and Michael's original posts of the image, making clear who designed what. She must also follow the same license type chosen by Jane, or restrict it further. Finally, she must contact both Michael and Jane to inform them of the way in which she has used the work.

7.5 Sam has found Michael's original illustration on a blog with a limited "Creative Commons" license attached but no attribution. Sam decides to use it in some postcards he is selling online. The postcards are noticed by a friend of Michael's, who in turn contacts Sam and asks for attribution and/or compensation. Is Sam in violation of the Rules?

A: Yes. Sam must pay Michael a reasonable fee for usage of the original image. In addition he must modify the work to make sure Michael is given attribution on the piece. If the piece has been printed, Sam should make a formal retraction by any means possible, usually online, and provide a link to Michael's original work.

7.6 A new political organization is launched. The US brand incorporates a series of silhouettes of animals with the blue and red colours used by the Democratic Elephant and the Republican Donkey, respectively. A designer claims the work was done by him years earlier, and indeed the new organization's solution looks almost identical. The designer of the infringing work denies infringement. Is this designer in violation of RGD's Rules?

A: It is not RGD's role to determine whether copyright laws have been broken but if this case did go to court and/or there was clear evidence that copyright laws had been violated, a grievance filed to RGD would have merit.

## Rule 8

*“I will uphold my intellectual property rights unless I have negotiated a transfer of them to another party.”*

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### Policies

#### 8.1 INTELLECTUAL PROPERTY

- (a) Unless a transfer has been negotiated in writing, I will maintain any intellectual property rights I have over work that I have produced on behalf of a client.
- (b) Where intellectual property rights are to be transferred to the client, I will seek appropriate compensation.
- (c) I will exercise my moral rights when my work is used in a way that may be damaging to my reputation.

#### 8.2 PROMOTION RIGHTS

- (a) Where I have performed work for another designer or firm, I will seek permission to use the work for promotional purposes, provided that the work is not protected by confidentiality.
- (b) Where another designer has performed work under my charge or for my firm, I will not deny them the right to use their work they produced for promotional purposes unless the work is protected by confidentiality.

### Best Practices

#### 8.1 KNOWLEDGE

I will remain knowledgeable of and consult the Intellectual Property Chapter of The Business of Graphic Design: A Professional's Handbook.

#### 8.2 COMMUNICATION

I will ensure my client understands the intellectual property rights accorded to the work that I do on its behalf and my responsibility to uphold those rights under this By-Law.

### Situational Examples

- 8.1 Denise is a freelancer hired by StudioX to create a logo for its client, a raw food restaurant. As a freelancer and original author, Denise would normally retain the moral and ownership rights to the logo. However the terms of the Denise's freelance arrangement with StudioX indicate that she 'waives' her moral rights to the work and that StudioX retains ownership rights to anything created by freelancers it hires, Denise actually owns

no copyright on the logo. The restaurant wishes to own the rights to its logo outright so that it can be used on any number of promotional materials. How should the Member firm owners proceed according to the RGD Rules?

A: The restaurant and StudioX must negotiate terms and a fee for the ownership rights. Still StudioX retains the moral rights to the work, so the restaurant cannot alter, distort or modify the original logo without consent from StudioX.

- 8.2 Following on Situational Example 9.1, several years later, the same restaurant wishes to engage a studio called JoyDesign to develop new promotional and collateral materials and to add a new element to its original logo. What procedure should JoyDesign undertake?

A: JoyDesign must ask for confirmation that the original creators of the logo have waived the moral rights to the logo so that JoyDesign does not infringe on the copyright. If no such confirmation exists, the restaurant must negotiate an agreement with StudioX to waive its moral rights to the artwork before JoyDesign can alter the original logo.

### Additional Readings

BUSINESS OF GRAPHIC DESIGN: A PROFESSIONAL'S HANDBOOK  
[www.rgdontario.com/resources/rgd-handbook](http://www.rgdontario.com/resources/rgd-handbook)