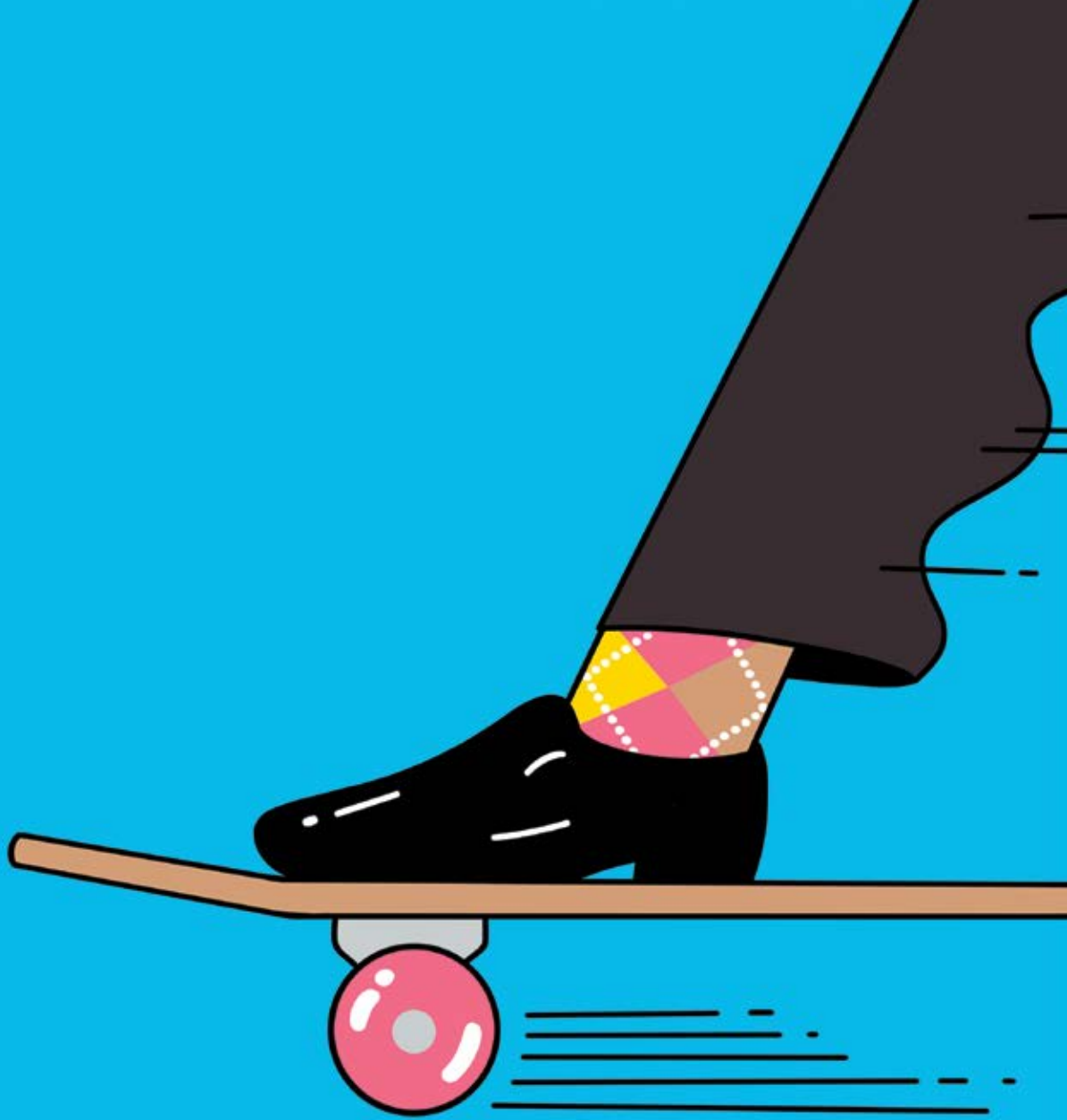


### **3.**

# **Rules of Professional Conduct**

Text by  
**RGD's Ethics Committee**

Illustration by  
**Sam Island**





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.

RGD has created clear Rules that are each supported by a set of Policies, Best Practices, Situational Examples, and RGD References. All RGD members are required to abide by the Rules and Policies set out here.

RGD's By-laws outline the procedures for members, clients, employers, employees, students, and the general public to address a situation where it is felt that a member has not lived up to their ethical obligations as outlined in these Rules.

## Format

In the interest of ensuring the Rules of Professional Conduct can be used by members to promote their commitment to the highest professional and ethical standards to clients and employers, RGD has created a list of 8 clear Rules that are supported by a set of Policies, Best Practices, Situational Examples, and References.

Policies: These are “Sub-Rules” that members must follow. They are intended to be clear, objective, and simple.

Best Practices: These are guidelines for member behaviour.

Situational Examples: These hypothetical scenarios help clarify the policies and demonstrate how the Rules and Policies apply day-to-day.

References: This supplementary information, created by RGD, assists members and the design community in the understanding and application of RGD’s Rules, Policies, and Best Practices. Additional resources may be found at the back of this book, as well as throughout the RGD website at [rgd.ca](http://rgd.ca). Updates to the Rules are made from time to time. To review the most updated version, go to [rgd.ca/ethics](http://rgd.ca/ethics).

If you have questions or concerns about anything outlined in RGD’s Rules of Professional Conduct, please contact RGD’s Executive Director by email at [execdir@rgd.ca](mailto:execdir@rgd.ca).

## Rules

Rule 1: I am committed to meeting the professional standards of the graphic design industry and working towards the betterment of the profession across Canada and internationally.

Rule 2: I will engage in the practice, management, and/or instruction of graphic design in an ethical and lawful manner.

Rule 3: I will act in the best interest of my clients and/or employers, within the limits of these Rules.

Rule 4: I will strive to act in the best interest of consumers and society.

Rule 5: I will meet financial obligations, respect lawful contracts, and be bound by provisions in all agreements.

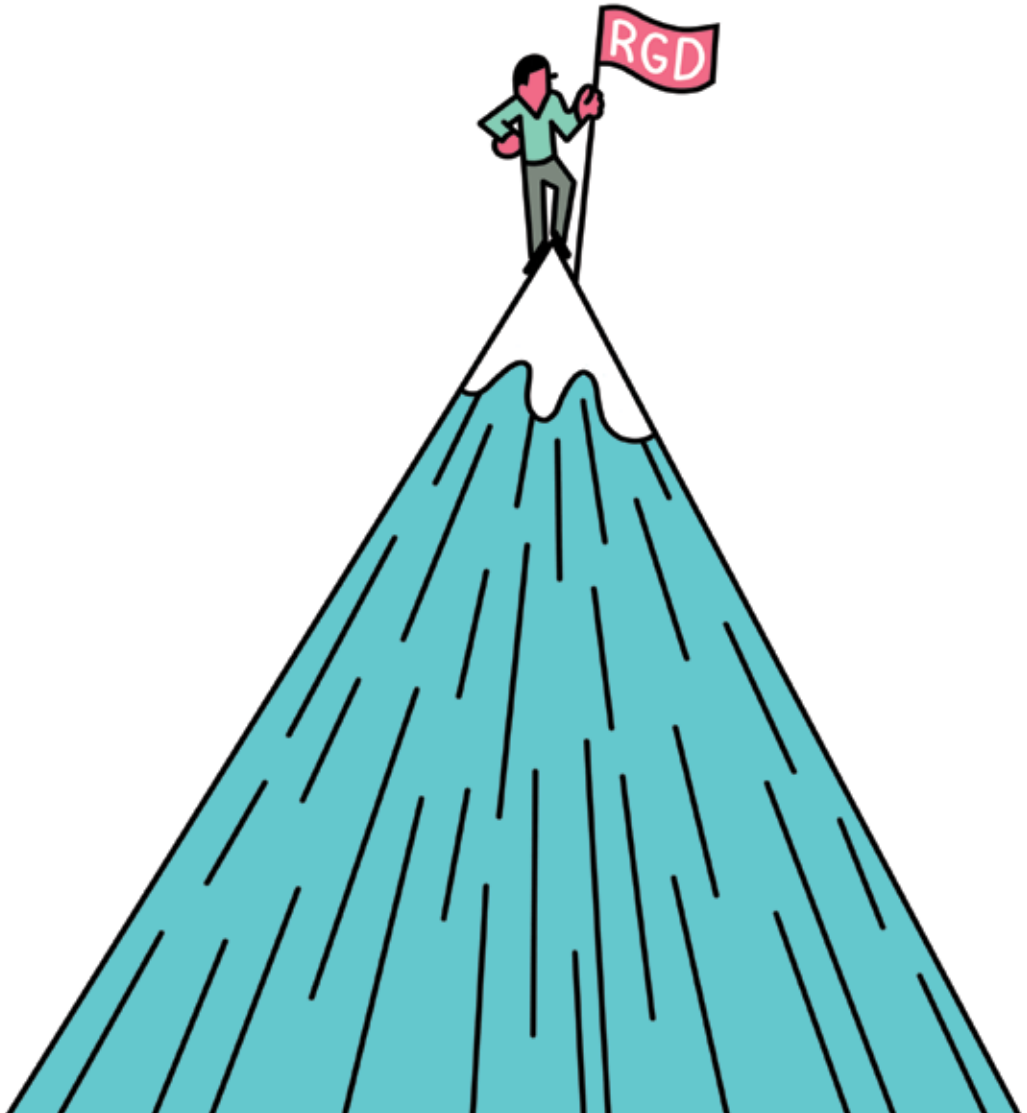
Rule 6: I will ensure I receive compensation for graphic design services that I provide except for pro bono work.

Rule 7: I will respect the intellectual property rights of others.

Rule 8: I will uphold my intellectual property rights unless I have negotiated a transfer of them to another party.

Rule 1

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



## 1.1 Policies

### 1.1.1 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.

### 1.1.2 Working outside Canada

When practising 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.

### 1.1.3 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.

### 1.1.4 Designation

I will not represent myself or any other individual as holding an RGD designation if the requirements for that designation, as set out in the Act and By-Laws of the Association, have not been met.

### 1.1.5 Responsibilities to the Association of Registered Graphic Designers

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.

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.

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.

I will re-affirm my commitment to these Rules of Professional Conduct annually with the renewal of my membership, and, if I am a certified RGD, with the placement of my annual renewal sticker on my RGD certificate.

## 1.2 Best Practices

### 1.2.1 Promotion

I will display my certificate of registration prominently in my place of practice or instruction.

As a Registered Graphic Designer, I will promote certification in the graphic design profession through the use of my RGD designation. I will ensure that the RGD designation is attached to my name on professional, promotional material, and request that it be included when published by others. I will request that my RGD designation be included with my name when published by external parties.

### 1.2.2 Professional development

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.

I will encourage any employees or students under my charge to keep their skills up to date and relevant to today's marketplace.

### 1.2.3 Design credits

I will encourage my clients to publish design credits on work whenever feasible.

## 1.3 Situational Examples

**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?**

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

**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?**

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



1.3 Situational Examples  
(continued)

**John, an RGD firm owner, 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?**

Yes, as long as he is not violating the law in doing so. The Executive Director and Grievance Committee will ensure that sensitive information remains confidential and is reviewed only by individuals who have no conflict in the matter.

**1.4 References**

[The Association's Act & By-laws](http://rgd.ca/about/bylaws)  
[rgd.ca/about/bylaws](http://rgd.ca/about/bylaws)

[Why hire an RGD?](http://rgd.ca/whyrgd)  
[rgd.ca/whyrgd](http://rgd.ca/whyrgd)

Rule 2

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



## 2.1 Policies

### 2.1.1 Criticism

I will not unfairly criticize any professional graphic designers or their work in a way that might damage their reputation.

### 2.1.2 Responsibilities to other designers

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.

I will not use unethical means to win work away from other graphic designers.

### 2.1.3 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.

### 2.1.4 Responsibilities to students

While engaged in the instruction of graphic design, I will strive to prepare my students for the realities of the graphic design field.

While engaged in the instruction of graphic design, I will not unfairly exploit my students for my own private business interests.

While engaged in the instruction of graphic design, I will strive to educate students on these Rules.

### 2.1.5 Responsibilities to employees

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

As an employer, I will strive to educate employees on these Rules.

As an employer, I will strive to create an inclusive, discrimination-free work environment and treat all my employees with respect and dignity.

As an employer, I will support diversity in the workplace, whether that is in regards to gender, ethnicity, sexual orientation, or people with disabilities.

### 2.1.6 Responsibilities to the courts

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.

## 2.2 Best Practices

### 2.2.1 Responsibilities regarding offering advice

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.

### 2.2.2 Internships

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

## 2.3 Situational Examples

**David (an RGD) owns a design firm. His firm was one of three firms in the running to be selected for the branding of a national sporting event. He is on a panel at a design event and is asked why his firm won the job. He says, "Because everyone knows that the other two firms' work is crap," and winks at the audience. Could the two other firms file a grievance against David?**

No. The criticism of the other two firms is clearly in jest. Criticism becomes unethical when it unnecessarily maligns another designer in a way that can be shown to hinder the designer's employment prospects or their ability to be hired. This can be the case particularly when the criticism is purposely intended to be harmful, clearly unfair, made in a public forum, and is purely subjective opinion and/or has no basis in fact.

**Judy (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. 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?**

No. Judy should take reasonable precautions to ensure that the rights to the designs are owned by the client. This should include receiving written confirmation from the client to this effect. Judy may want to also contact the designer of the files in question to ensure this is the case. Judy should also ensure that any agreement that she and her client sign clearly outlines what and how any of the files that she creates can be used by the client.

## 2.4 References

[The Business of Graphic Design: The RGD Professional Handbook Chapter Six: Staffing A Design Consultancy](#)

[RGD Best Practices for Internships](http://rgd.ca/internships)  
[rgd.ca/internships](http://rgd.ca/internships)

Rule 3

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



## 3.1 Policies

### 3.1.1 Confidentiality

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.

I will take appropriate care to ensure that confidential information is not divulged or vulnerable.

I will not publicly release any information regarding works in progress unless my client or employer has explicitly given consent to do so.

### 3.1.2 Competition

Before accepting a project or employment directly from a client I had worked with for a previous employer, I will ensure that my actions are in compliance with fair business practices.

### 3.1.3 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.

## 3.3 Situational Examples

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

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

**You've just completed a branding exercise for an investment firm while freelancing for a design firm. A small start-up company has noticed the work you've done and wants to hire you to design their brand. Can you do their corporate identity?**

No, you must first obtain permission from the design firm that retained you.

**Jon, an RGD who owns a boutique design firm, participates in an RGD Studio Tour event. During the tour, a fellow RGD, Tony, notices many sketches that appear to be for a rebrand of a prestigious Canadian post-secondary institution. Jon reveals that the work is in process and asks the Studio Tour participants not to take pictures. Is Jon in violation of the Rules?**

Yes, Jon should have removed these sketches from the walls of his office prior to the Tour and Tony, or the client, could file a Grievance with RGD against Jon, particularly if a Studio Tour participant ignored his request.

Rule 4

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



## 4.1 Policies

### 4.1.1 Accessibility

I will be educated on and ensure that my clients are informed about accessibility standards in my jurisdiction and the role that design can play in giving people of all abilities opportunities to participate fully in their communities and the world at large.

While engaged in the instruction of graphic design, I will strive to ensure my students are aware of accessibility standards in my jurisdiction and the role that designers can play in giving people of all abilities opportunities to participate fully in their communities and the world at large.

### 4.1.2 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 my employees, my students, and the communities in which we live and practice.

### 4.1.3 Human Rights

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 Canadian Human Rights Act and any relevant legislation in my jurisdiction.

While engaged in the instruction of graphic design, I will not develop assignments that infringe upon human rights or involve the promotion of hatred, discrimination, or exploitation of any person or group of persons as outlined in the Canadian Human Rights Act and any relevant legislation in my jurisdiction.

I will take a responsible role in the visual portrayal of people.

### 4.1.4 Sustainability

I will consider the environmental, economic, social, and cultural implications of my work and endeavour to minimize adverse impacts.

While engaged in the instruction of graphic design, I will strive to ensure my students are aware of the environmental, economic, social, and cultural implications of their work and the role that designers can play in minimizing adverse impacts.

## 4.2 Best Practices

### 4.2.1 Procurement

I will be informed about and specify or recommend goods, services, and processes that are the least detrimental to the environment and society.

### 4.2.2 Philanthropy

I will contribute 5% of my time to projects in the public good, projects that serve society, and projects that help improve the human experience.



## 4.2.2 Philanthropy

As an employer, I will provide time for my employees to contribute to projects in the public good, projects that serve society, and projects that help improve the human experience.

While engaged in the instruction of graphic design, I will strive to develop assignments that allow students to develop projects in the public good, projects that serve society, and projects that help improve the human experience.

## 4.2.3 Cultural Appropriation

When I use any traditional designs, symbols or motifs that belong to a known culture, I will make sure I have a sufficient understanding of the history and culture behind them so I can use them accurately and with respect. Wherever possible I will contact the relevant stakeholders before I use cultural elements.

While engaged in the instruction of graphic design, I will teach my students best practices for designing using traditional designs, symbols or motifs that belong to a known culture. This will include teaching them how to contact relevant cultural stakeholders.

## 4.3 Situational Examples

**You've just completed a packaging design strategy for a candy company. Your design means increased consumption of paper and plastic. What should you do?**

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.

**A Student RGD receives an assignment to redesign a cigarette brand's packaging to make it more appealing to children, in a course taught by an RGD. Is the RGD educator in violation of the Rules?**

Yes, this assignment constitutes a clear disregard for the health of children. The Student RGD could file a Grievance with RGD against the RGD educator providing documentation of the specific assignment.

**Susan is a RGD whose firm who has been selected by the Federal Government to put together introductory materials for Syrian refugees. Susan's team wants to use a mix of Canadian and Syrian symbols in their design to reinforce the idea that the refugees haven't lost their home, but simply found it somewhere else. The team wants to be sure that their designs use Syrian symbols accurately and respectfully, so they arrange to meet with the Syrian Association of Ottawa early in the design process. Is this a good idea?**

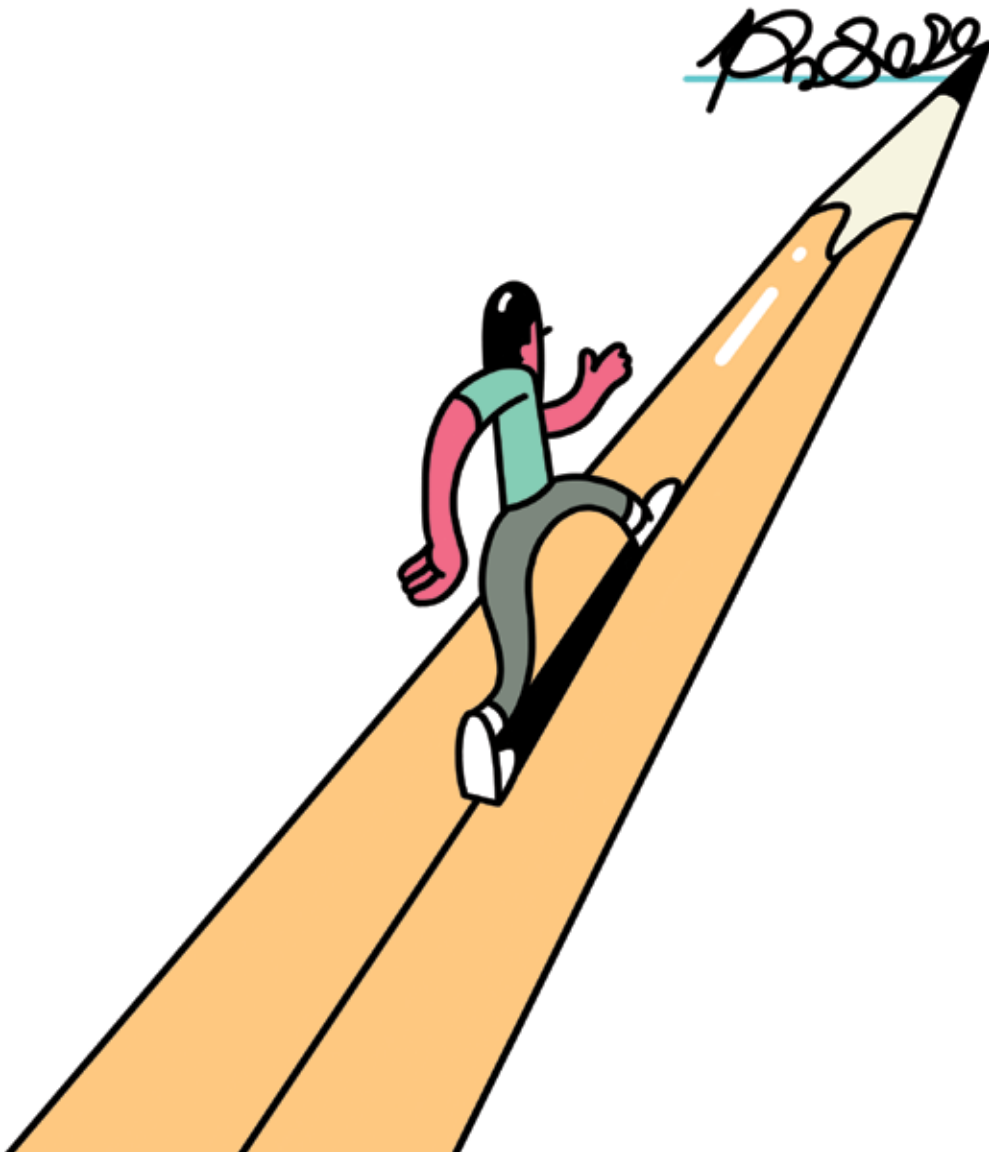
Yes. The sooner cultural stakeholders are involved in the design process, the less likely there will be any issues with the final design.

## 4.4 References

RGD Accessibility Guidelines: [rgd.ca/accessibility](http://rgd.ca/accessibility)

Rule 5

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



## 5.1 Policies

### 5.1.1 Laws & Regulations

I will obey all federal, provincial, territorial, and municipal laws related to contracts.

## 5.2 Best Practices

### 5.2.1 Responsibilities to Clients

I will ensure that all contracts and agreements that I undertake with clients, employees, and suppliers outline what is expected from each party and the compensation to be paid.

I will ensure that all contracts and agreements that I undertake with clients, employees, and suppliers include consequences and remedies for situations that may reasonably be expected to arise.

### 5.2.2 Communication

I will discuss the terms of any proposal, including compensation, with those who I seek to sign an agreement, and strive to ensure we both understand all terms and conditions that apply therein.

If I undertake a verbal agreement regarding provision of graphic design services, I will follow up with written confirmation outlining all of the details agreed upon verbally.

## 5.3 Situational Examples

**Gertie (an RGD) 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 \$5,000 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?**

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.

**Jordan (an RGD) signs an agreement with Alex (an RGD) to undertake a freelance assignment for one of Alex's clients. Near the end of the assignment, the client cancels the project. Alex refuses to pay Jordan for the completed work. Should Jordan file a Grievance against Alex?**

If Jordan met the terms of the agreement, and the agreement did not outline terms for situations such as this, it would appear that Alex has broken the agreement. It would be best for Jordan to consult a lawyer to see what legal courses of action might be available. Jordan could also file a Grievance although it would be best to seek a legal opinion first and submit that to the Grievance Committee along with any other relevant documentation.

## 5.4 References

[The Business of Graphic Design: The RGD Professional Handbook](#)  
Chapter Two: Principles for a Profitable Design Practice  
[Guidelines for a design agreement](#)  
[rgd.ca/agreements](http://rgd.ca/agreements)

Rule 6

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



## 6.1 Policies

### 6.1.1 Compensation

With the exception of work done on a pro bono basis, I will not perform graphic design services without receiving fair compensation.

### 6.1.2 Spec Work

I will not perform graphic design services on a speculative basis in hopes of being compensated for my services after the fact.

I will not direct any employees or students under my charge to perform graphic design services on a speculative basis.

I will refrain from engaging in, judging, or promoting competitions that require original creative unless all participants are compensated fairly.

### 6.1.3 Skills Tests

I may engage in a skills test without compensation 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 a commercial way.

I will refrain from asking job applicants to perform a skills test without first ensuring they have agreed to the terms of the test and assuring them that none of the work they create will be used in a commercial way.

## 6.2 Best Practices

### 6.2.1 Compensation

I will set compensation at a level suitable to my qualifications and my practice.

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

### 6.2.2 Pro Bono

I will donate my services as a graphic designer to charities and non-profits that do not have the capacity to pay for graphic design services.

I will issue comprehensive invoices, with a 100% discount, on all pro bono projects so that the value of my donation is respected.

I will request recognition on materials where I have provided my services pro bono.

### 6.2.3 Education about Spec Work

Whenever I become aware that a Canadian company, government department or agency, or non-profit organization is requesting speculative work by graphic designers, I will inform RGD and strive to educate that client on the dangers and drawbacks associated with it.

I will strive to educate colleagues, employees, and students about the dangers and drawbacks associated with spec work.

### 6.3 Situational Examples

**Sam (a Provisional RGD) works as a designer in a mid-sized design firm. Her employers are participating in an RFP process that requires creative concepts be submitted with proposals and she has been given the assignment. Is Sam in violation of the Rules if she develops creative concepts for her employers?**

No. As Sam is a paid employee, she is not working on spec. Her employer is violating the Rules by submitting spec creative as part of their proposal. If Sam's employers are RGDs, she could file a Grievance against them. Either way, she should, in confidence, contact RGD to inform them of the unethical RFP. RGD's Ethics Committee will advise this client on why this process is unethical and ill-advised.

**Zack is a Student RGD who follows a famous Canadian musician on Twitter. This celebrity is going on tour and has invited followers to submit concepts for a t-shirt design that will be sold at concerts. The winning submission will receive a \$200 prize and 20 of the final t-shirts. Is Zack in violation of the Rules by submitting a t-shirt concept?**

Yes. This musician is taking advantage of designers and undermining the value of their work. Often referred to as crowdsourcing, this is just spec work by another name. Not only does it violate RGD's Rules and exploit unwitting designers, it is unlikely to result in a t-shirt that effectively conveys and promotes the musician's work and tour. Zack may wish to make note of this on Twitter and should inform RGD so that the Ethics Committee can advocate against it.

**Sharon, an RGD, 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, because 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?**

Yes. This is a particularly unethical form of spec work that preys on students, and educators' desire to provide them with valuable learning experiences. As a member of RGD, Sharon cannot encourage any students to engage in spec work. Many educators do work with non-profit organizations to provide students with real-life experiences working with clients. If such an assignment is undertaken, it should always be done as part of the curriculum with all students receiving a grade for their work, and any transfer of students' intellectual property to the non-profit client being clearly negotiated.

#### **6.4 References**

[RGD Spec Work Policy](https://rgd.ca/resources/no-spec)

[rgd.ca/resources/no-spec](https://rgd.ca/resources/no-spec)

[RGD's Guide To Working With Non-Profits And Charitable Organizations](https://rgd.ca/resources/probono)

[rgd.ca/resources/probono](https://rgd.ca/resources/probono)

[RGD CreativeEarnings National Survey](https://creativeearnings.ca)

[creativeearnings.ca](https://creativeearnings.ca)



Rule 7

**“I will respect the intellectual property rights of others.”**



## 7.1 Policies

### 7.1.1 Plagiarism

I will not copy another designer's work without consent, or claim another designer's work as my own.

### 7.1.2 Credit

I will credit other designers and firms on work that was collaborative.

When I have collaborated, I will make clear what my responsibilities on the project were and will never claim sole credit.

### 7.1.3 Licensing

I will ensure that I have proper licenses for all copyrighted material that I and my employers are using.

When downloading or accessing copyrighted material, I will check license agreements for correct usage.

I will not provide copyrighted material to my clients without ensuring proper licenses have been obtained.

### 7.1.4 Creative Commons

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.

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 stop using the asset immediately.

### 7.3 Situational Examples

**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 refined by Paul, with input from art director, Chen. Is Derek in violation of the Rules if he claims credit as the designer of the work?**

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 Chen should also be credited as art director.

**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?**

Yes. Sam must pay Michael a reasonable fee for use 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.

**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 very similar. The designer of the infringing work denies infringement. Is this designer in violation of the Rules?**

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.

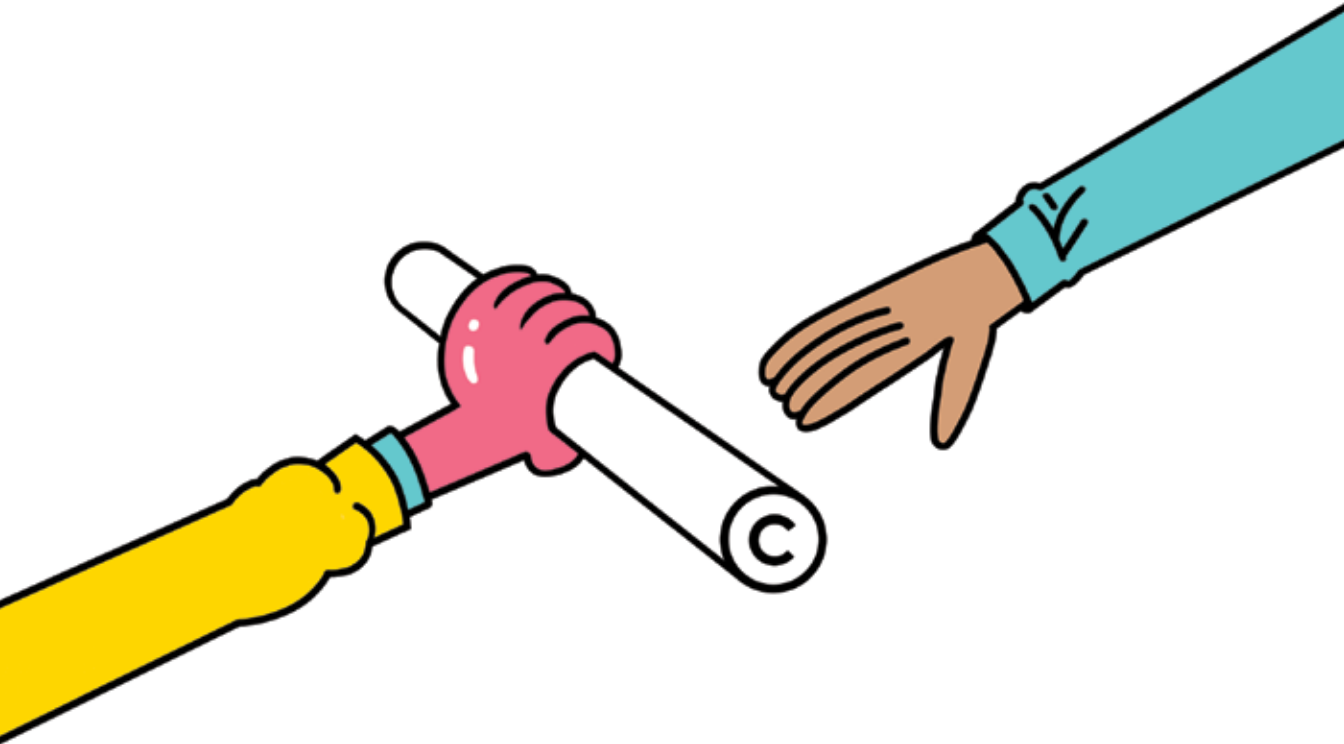
### 7.4 References

[The Business of Graphic Design: The RGD Professional Handbook](#)  
Chapter Four: A Designer’s Guide to Intellectual Property

[Sample Copyright Agreement](#)  
[rgd.ca/ipagreement](http://rgd.ca/ipagreement)

Rule 8

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



## 8.1 Policies

### 8.1.1 Intellectual Property

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.

### 8.1.2 Promotion Rights

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. As per Rule Seven, I will credit all designers and firms involved in its creation.

## 8.2 Best Practices

### 8.2.1 Communication

I will ensure my clients understand the intellectual property rights accorded to the work that I do on their behalf and my responsibility to uphold those rights under the Rules.

### 8.2.2 Employee Promotion

Where a designer has performed work under my charge or for my firm, I will not deny them the right to use the work they produced for promotional purposes unless the work is protected.

### 8.2.3 Education

While engaged in the instruction of graphic design, I will strive to educate my students about their intellectual property rights and the rights associated with copyrighted material.

### 8.2.4 Intellectual Property

Where intellectual property rights are to be transferred to the client, I will consider seeking appropriate compensation.

I will consider exercising my moral rights when my work is used in a way that may damage my reputation.

## 8.3 Situational Examples

**River is a freelancer hired by StudioX to design a menu for its client, a raw food restaurant. As a freelancer and original author, River would normally retain rights to the menu design. However in an agreement, River had transferred intellectual property rights so that StudioX retains copyright. The restaurant wishes to be able to make revisions to the menu on an on-going basis. How should the firm owners of StudioX proceed according to the Rules?**

The RGD owners of StudioX should negotiate terms for transferring copyright (and working files) to the restaurant, and consider charging a fee to do so. River does not need to be consulted, having already transferred rights.

**Following on the situation, several years later the same restaurant wishes to engage another studio, JoyDesign, to alter the design of the menu provided by StudioX. What should the RGD owners of JoyDesign do?**

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

## **8.4 References**

[The Business of Graphic Design: The RGD Professional Handbook](#)  
Chapter Four: A Designer's Guide to Intellectual Property