

AGDA Code of ethics

Why graphic design needs a Code of Ethics

What use is a Code of Ethics to a graphic designer or related professional? Isn't it just another boring slab of legalese, more pompous than pertinent? We hope not! Our Code of Ethics is here to establish what constitutes 'fair play'. It is intended to provide protection for both designers and clients from unethical business practices and the havoc that can be caused by unwitting ignorance.

By detailing (in something close to plain English) professional conduct expectations in the key aspects of client/designer/subcontractor relationships, AGDA provides national benchmarks for professional service and conduct in the graphic design profession.

The Code of Ethics is a powerful tool in dealing with destructive practices such as competitive free pitching, to which AGDA is unequivocally opposed.

The Code of Ethics will also serve to enhance clients' understanding of the how/what/why of graphic design.

Purpose of this Code

The purpose of this Code of Ethics ('the Code') is to provide AGDA Members ('Member/s') with internationally accepted standards of professional ethics and conduct. This Code contains guidelines for the conduct of Members in fulfilling their professional obligation. Members agree to be bound by these guidelines. This Code was nationally ratified by the AGDA membership in October 1996.

Supporting/associated organisations

This Code of Ethics is based on the Model Code of Professional Conduct for Designers published in 1987 by ICOGRADA (International Council of Graphic Design Associations), ICSID (International Council of Societies of Industrial Design) and IFI (International Federation of Interior Architects/Interior Designers).

Arbitration

A Member, supplier or client may call upon AGDA for arbitration of a dispute regarding a Member's fulfilment of professional obligation. The guidelines in this Code will be used by an appointed AGDA Grievance Committee as the basis for reaching a decision and making a recommendation.

Grievance Committee

A Grievance Committee will consist of local, non-partisan industry experts, with the selected committee list being submitted to involved parties for approval. The Grievance Committee is not intended to offer legal advice, but to act in an impartial manner to clarify issues and

recommend equitable and amiable resolutions to conflicts. All proceedings are held in the strictest confidence, but from time to time, AGDA will publish case histories without real names in the interest to educating Members and the public about professional conduct.

1. A Member's responsibilities when practicing in a country other than Australia

AGDA requires that Members accept the Code and Practice of the appropriate design association within that country (contact your local AGDA Secretariat for a current listing of overseas design associations). ([Link to Contacts](#))

2. A Member's responsibilities to the community

2.1 The environment

A Member shall work in a manner so that as little harm (direct or indirect) as possible is caused to the natural environment.

2.2 Conflict of interest

A Member shall not knowingly accept a position or commission in which a personal interest conflicts with professional obligation and duty.

2.3 Professional conduct

A Member shall not act in a manner that compromises the status of the design profession.

2.4 Design standards and support of AGDA

A Member shall encourage high standards of design and professional conduct, and support the aims of AGDA.

3. A Member's responsibilities to the client

3.1 Client's best interests

A Member shall always act in the best interests of the client, within the limitations of professional obligation and the guidelines of this Code.

3.2 Conflict of interest

A Member shall not knowingly accept commissions on directly competing products or services without first informing, and obtaining written consent from, the clients. Directly competing products or services are those where the possibility of 'insider' information could give involved parties material and unfair advantage.

3.3 Confidentiality

A Member shall hold confidential all information of a client's organisation and activities that is not available through public records. A Member accepts this same responsibility for all subordinates involved with the client's projects.

4. A Member's responsibilities to other designers

4.1 Predatory pricing (free pitching)

AGDA discourages members from predatory pricing practices such as free pitching, loss leading and other pricing below break-even. Members should be aware that such practices will damage the economic viability of their business.

4.2 Existing commissions

A Member shall not knowingly accept a commission to work on a project for which there is an existing designer without first informing the other designer. This clause applies specifically to projects, and not to clients whose design needs require using a number of designers for different projects or accounts. As a matter of professional courtesy, AGDA encourages its Members to inform a client's existing designer/s if a Member receives a commission from that client.

4.3 Plagiarism and breach of copyright

A Member shall not, under instruction from a client or independently, plagiarise work or knowingly breach copyright.

4.4 Criticism of another designer's work

A Member shall be fair in the criticism of another designer's work. A Member shall not belittle or denigrate the work or reputation of another designer.

5. Commissions

5.1 Presentations for securing commissions

Preliminary to securing a commission, a Member should present a proposal in writing which covers:

- an understanding of the brief
- an outline of how the project will be undertaken
- an estimate of fees

In addition to the above, a Member may also present:

- examples of previous work
- qualifications and details of experience of project team members

5.2 Accepting a commission

Prior to accepting a commission, a Member shall provide in writing to the client, and obtain written consent from the client for:

- an accurate description of the work to be carried out
- an estimate of fees and charges, or the basis on which these are to be calculated
- the terms and conditions of the design work's undertaking, completion and payment
- disclosures, as set out in this Code, relating to any other financial or other interests the Member may have in the project.

5.3 Subcontracting

A Member shall inform, and obtain consent from, a client before subcontracting principal design work. For design-related subcontracting, a Member shall inform the client of the scope of subcontracted work and the terms of subcontracting, including any fees or charges that will be applied by the Member to the subcontractor's fees and expenses.

6. Fees

6.1 Fees and charges

A Member shall charge a fee, royalty, salary or other agreed upon form of remuneration. A Member may, after informing the client, add a reasonable handling and administration charge to all reimbursable items that pass through the Member's accounts. A Member should, in the case of handling and administration charges, inform the client of the existence and nature of these charges.

6.2 Free pitching

AGDA is unequivocally opposed to the unfair manipulation of designers with the aim of garnering unpaid work (commonly known as 'free pitching'). Client practices which do damage to a member's business are those that award projects or commissions on the basis of the commissioner's acceptance of unpaid design submissions (eg. unpaid competitive tendering or speculative work)

6.3 Fee reductions and non-paying commissions

A Member may provide a fee reduction for, or a donation of service to, a charitable or non-profit organisation.

6.4 Financial interests in a project other than declared fees

Where the Member is in a position to receive financial or another form of material benefit from a company or individual who may benefit from the Member's recommendations to a client, the Member must inform the client of this situation in advance of making the recommendation.

6.5 Selection of another designer

A Member involved in assisting a client in the selection of another designer shall not accept any form of payment from the designer recommended.

7. Design competitions

A Member shall not take part in any design competition if the terms of the competition are not approved by AGDA. AGDA bases its assessments on the International Competition Guidelines published by ICOGRADA (International Council of Graphic Design Associations). A Member or organiser of a competition can contact AGDA to review a competition's terms and provide recommendations and/or approval.

8. Self promotion and publicity

8.1 Content

A Member shall not use false, misleading or deceptive statements in advertising or publicity material. The content must be fair to clients and other designers, and must not compromise the status of the design profession.

8.2 Credit

A Member shall claim authorship to the extent of the involvement in a project. Where a project is a collaborative effort, each designer/consultant shall be credited for specific areas of authorship. A Member shall neither claim credit for, nor allow a client to associate their name

with, a project which has been so changed as to no longer substantially be the original work of the Member.

8.3 Use of a Member's name in the promotion of a product or service

A Member's name may be used in the promotion of articles designed or services provided, but only in a manner appropriate to the status of the design profession.