

Business and Ethical
Expectations for
Professional Designers

American Institute of Graphic Arts

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A Q U E N T

AIGA Business and Ethical Expectations for Professional Designers

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Letter from the Director

This brochure describes what it means for a client to work with a professional designer.

Designers have bestowed on AIGA, their professional association, the responsibility for creating a design community with strong social ties and for articulating norms of professional practice. These norms reflect a set of professional standards grounded in mutual respect and define the contribution a professional designer can make to a client's assignment and the quality of professional experience a client should expect from working with a professional designer.

While AIGA can provide a clear voice on standards, it is actually the strength of the social network of the community that invests these standards with authority. The standards are only effective if each member of the community abides by them and trusts that his or her colleagues will as well. Similarly, the quality of the experience a client has in working with professional designers will be enhanced when the client reciprocates his or her expectations by treating the designer with the respect inherent in the relationship described in this material.

AIGA stands firmly for these standards and members are expected to demonstrate them in their daily practice. These expectations are not exclusive to AIGA members, although our members are designers who proudly seek to reaffirm their commitment to the profession and to the highest possible standards.

Richard Grefé
Executive director, AIGA

Business Expectations for a Professional Designer

In today's information-saturated world, where an organization's success is determined by the power of its brand, professional designers become even more important in ensuring that companies communicate effectively—an imperative with bottom-line impact. Furthermore, a professional designer's ability to execute communications projects efficiently and economically is more critical than ever.

When a client invests in the services of a professional designer, he or she hires an individual who aspires to the highest level of strategic design, ensuring a higher return on investment. If a designer meets the following criteria, he or she will demonstrate the integrity and honor of the professional designer.

Experience and Knowledge

A professional designer is qualified by education, experience and practice to assist organizations with strategic communication design.

A professional designer has mastered a broad range of conceptual, formal and technological skills.

A professional designer applies his/her knowledge about physical, cognitive, social and cultural human factors to communication planning and the creation of an appropriate form that interprets, informs, instructs or persuades.

Strategic Process

A professional designer combines creative criteria with sound problem-solving strategy to create and implement effective communication design.

A professional designer solves communication problems with effective and impactful information architecture.

A professional designer becomes acquainted with the necessary elements of a client's business and design standards.

A professional designer conducts the necessary research and analysis to create sound communication design with clearly stated goals and objectives.

A professional designer will submit an initial communication strategy to an organization's management for approval and meet with a client as often as necessary to define ongoing processes and strategy.

**Compensation and
Financial Practices**

A professional designer provides the client with a working agreement and/or estimate for all projects.

A professional designer will not incur any expenses in excess of the budget without the client's advance approval.

A professional designer may apply reasonable handling and administrative charges to reimbursable items that pass through the designer's account with the knowledge and understanding of the client.

A professional designer does not undertake speculative work or proposals (spec work) in which a client requests work without providing compensation and without developing a professional relationship that permits the designer sufficient access to the client to provide a responsible recommendation and without compensation.

Ethical Standards

A professional designer does not work on assignments that create potential conflicts of interest without a client's prior consent.

A professional designer treats all work and knowledge of a client's business as confidential.

A professional designer provides realistic design and production schedules for all projects and will notify the client when unforeseen circumstances may alter those schedules.

A professional designer will clearly outline all intellectual property ownership and usage rights in a project proposal or estimate.

Clients can expect AIGA members to live up to these business and ethical standards for professional designers. Through consistently professional work, AIGA members have documented substantial bottom-line contributions to corporations and organizations. For more information and case studies about how professional designers have produced excellent business results, visit www.aiga.org

Knowledge Expectations for a Professional Designer

Professional designers are charged with making the complex clear, using text and images in ways that will transform information into understanding. This challenge requires both a broad knowledge base in order to understand content and specific skills to be able to shape the form of that content in a meaningful way.

Clients can expect professional designers to have both an understanding of liberal arts curricula and design skills.

Liberal Arts

Designers should have knowledge and understanding of communication theory, writing, psychology, sociology, anthropology and business, as well as the humanities. Even specialists should have an understanding of related fields such as marketing, economics, organizational psychology, human factors, systems theory or computer science.

Design Competencies

The ability to solve communication problems, including the skills of problem identification, research and information gathering, analysis, generation of alternative solutions, prototyping and user testing, and evaluation of outcomes.

The ability to describe and respond to the audiences and contexts which communication solutions must address, including recognition of the physical, cognitive, cultural and social human factors that shape design decisions.

The ability to create and develop visual form in response to communication problems, including an understanding of principles of visual organization/composition, information hierarchy, symbolic representation, typography, aesthetics and the construction of meaningful images.

An understanding of tools and technology, including their roles in the creation, reproduction and distribution of visual messages. Relevant tools and technologies include—but are not limited to—drawing, offset printing, photography and time-based and interactive media (film, video, computer multimedia).

An understanding of basic business practices, including the ability to organize design projects and to work productively as a team member.

For designers with special emphasis in advertising, design experiences should include the application of communication theory, planning of campaigns, audience/user evaluation, market testing, branding, art direction and copywriting, as well as the formal and technical aspects of design and production.

For designers with a special emphasis in design planning and strategy, design experiences should include working in interdisciplinary teams, systems-level analysis and problem solving, writing for business, and the application of management, communication and information theories.

For graphic design programs with a special emphasis in time-based or interactive media, design experiences should include storyboarding, computer scripting, sound-editing and issues related to interface design, as well as the formal and technical aspects of design and production for digital media.

For more information on criteria for accredited design programs, visit www.aiga.org. AIGA is designated as the professional association responsible for defining the criteria for evaluating four-year and graduate design programs by the National Association of Schools of Art and Design.

AIGA Standards of Professional Practice

AIGA encourages the highest level of professional conduct in design. These standards reflect conduct that is in the best interest of the profession, clients and the public.

The Designer's Professional Responsibility

A designer shall at all times act in a way that supports the aims of the AIGA and its members, and encourages the highest standards of design professionalism.

A designer shall not undertake, within the context of his or her professional practice, any activity that will compromise his or her status as a professional consultant.

The Designer's Responsibility to Clients

A designer shall acquaint himself or herself with a client's business and design standards and shall act in the client's best interest within the limits of professional responsibility.

A designer shall not work simultaneously on assignments that create a conflict of interest without agreement of the clients or employers concerned, except in specific cases where it is the convention of a particular trade for a designer to work at the same time for various competitors.

A designer shall treat all work in progress prior to the completion of a project—and all knowledge of a client's intentions, production methods, and business organization—as confidential and shall not divulge such information in any manner whatsoever without the consent of the client. It is the designer's responsibility to ensure that all staff members act accordingly.

The Designer's Responsibility to Other Designers

Designers in pursuit of business opportunities should support fair and open competition based upon professional merit.

A designer shall not knowingly accept any professional assignment on which another designer has been or is working without notifying the other designer or until he or she is satisfied that any previous appointments have been properly terminated and that all materials relevant to the continuation of the project are the clear property of the client.

A designer must not attempt, directly or indirectly, to supplant another designer through unfair means; nor must he or she compete with another designer by means of unethical inducements.

A designer must be fair in criticism and shall not denigrate the work or reputation of a fellow designer.

A designer shall not accept instructions from a client that involve infringement of another person's property rights without permission, or consciously act in any manner involving any such infringement.

A designer working in a country other than his or her own shall observe the relevant Code of Conduct of the national society concerned.

Fees

A designer shall not undertake any work for a client without adequate compensation, except with respect to work for charitable or nonprofit organizations.

A designer shall not undertake any speculative projects, either alone or in competition with other designers, for which compensation will only be received if a design is accepted or used. This applies not only to entire projects but also to preliminary schematic proposals.

A designer shall work only for a fee, royalty, salary or other agreed-upon form of compensation. A designer shall not retain any kickbacks, hidden discounts, commission, allowances or payment in kind from contractors or suppliers.

A reasonable handling and administration charge may be added, with the knowledge and understanding of the client, as a percentage to all reimbursable items—billable to a client—that pass through the designer's account.

A designer who is financially concerned with any suppliers that may benefit from any recommendations made by the designer in the course of a project shall secure the approval of the client or employer of this fact in advance.

A designer who is asked to advise on the selection of designers or consultants shall not base such advice on the receipt of payment from the designer or consultants recommended.

Publicity

Any self-promotion, advertising or publicity must not contain deliberate misstatements of competence, experience or professional capabilities. It must be fair both to clients and other designers.

A designer may allow a client to use his or her name for the promotion of work designed or services provided, but only in a manner that is appropriate to the status of the profession.

Authorship

A designer shall not claim sole credit for a design on which other designers have collaborated.

When not the sole author of a design, it is incumbent upon a designer to clearly identify his or her specific responsibilities or involvement with the design. Examples of such work may not be used for publicity, display or portfolio samples without clear identification of precise areas of authorship.

AIGA Standard Form of Agreement for Design Services

This agreement may be used as a written confirmation
of terms and conditions between a designer and client.

Services

The Designer agrees to provide all the services outlined in the attached proposal within the criteria specified. If, however, the client changes any of the criteria during the project requiring additional services, a revision/AA fee will be charged.

Additional services will include, but are not limited to, changes in the extent of work, changes in schedule, changes in the complexity of any elements of the project and any changes made after client approval has been given for a specific stage of the project according to the agreed-upon schedule, including concept, design, composition and production of mechanicals.

The Designer will keep the Client informed of additional services that are required and obtain the Client's approval for any services that cause the total fees to exceed those outlined in the attached estimate/proposal.

Schedules/Overtime/Rush Work

The Designer reserves the right to adjust the schedule and/or charge additionally in the event that the Client fails to meet the agreed-upon deadlines for delivery of information, materials, approvals and payments, as well as for changes and additions to the services outlined in the estimate/proposal.

Client Approvals

The Client will approve and proofread all final designs and type before the production of mechanicals. The Client's approval of all tangible materials and artwork will be assumed after the work has been submitted to the client for review, unless the client indicates otherwise in writing.

Rights/Ownership

All tangible materials in all circumstances remain the property of the Designer. All rights and ownership apply to preliminary concepts, works in progress and finished material, whether the project is completed or canceled. The Client will be entitled to limited and specific usage rights of such materials only for the purpose of reproduction, after which all materials will be returned, unaltered, to the Designer within 30 days of use.

Upon payment of all fees and expenses, the Designer will grant all reproduction and/or usage rights, as outlined in the attached estimate/proposal, for all approved final materials created by the Designer for this project.

If the Client wishes to make any additional use of the materials, the Client agrees to seek permission from the Designer and make such payments as are approved by the parties at that time. Where alterations or retakes are necessary, the Designer will be given the opportunity to make such changes at an agreed-upon additional charge.

Electronic Files

If the Client has requirements for how the project is to be prepared electronically, the Client must communicate this to the Designer before the project begins.

Electronic files and software documents related to the Client's project are the property of the Designer and must not be copied, altered or modified without the written permission of the Designer.

Reimbursable Expenses

Any budget figures or estimates for reimbursable expenses or implementation charges—e.g., out-of-pocket expenses, typesetting, printing, fabrication or installation—are for planning purposes only. The Designer will use his or her best efforts to work within stated budgets but will not be liable if these expenses exceed budgets. When possible, no expenses in excess of the budget will be incurred without the Client's written or initialed approval in advance.

The Client will reimburse the Designer for all out-of-pocket expenses incurred by the Designer on this project. These expenses are listed in the attached proposal and will be billed at cost plus any surcharge indicated in the attached proposal for account handling and supervision. Upon the Client's request at the start of the project, records for out-of-pocket expenses will be retained by the Designer and will be made available to the Client upon completion of the project.

Credit

The Designer will have the right to include a published credit line on the completed designs or any visual representation. This same credit will be included in any publication of the design by the Client.

Samples

The Client will provide the Designer with samples of each printed or manufactured design. These samples will represent the highest quality of work produced.

Payment Schedule

Upon approval of this document, the Client will make all payment installments, as scheduled and outlined in our proposal. The Client will pay interest on all overdue amounts not exceeding the maximum amount allowed by law.

Third-party Contracts

The Designer may contract with other individuals or companies acting on behalf of the Client to provide additional services such as writing, photography, illustration, printing and fabrication. The Client agrees to be bound by any terms and conditions, including required credits and usage rights, with respect to reproduction of the materials that may be imposed on the Designer by these third parties.

Cancellation

In the event of cancellation of this assignment, a cancellation fee will be paid by the Client and will include full payment for all work completed, expenses incurred and hours expended. The cancellation fee will be based on the prices outlined in the estimate/proposal. Any initial payments that have been received will be credited against any amounts due.

Miscellaneous

This document and the attached proposal represent the entire agreement between the Client and the Designer and may be changed or modified only in writing and with the approval of both parties.

The Client and the Designer represent that they have full power and authority to enter into this agreement and that it is binding upon the Client and Designer and enforceable in accordance with its terms.

This Agreement will be governed by the law of the state in which the Designer's principal place of business is located.

About AIGA

AIGA (American Institute of Graphic Arts) is the oldest and largest membership association for professionals engaged in the discipline, practice and culture of visual communications and graphic design. AIGA was founded in 1914 and now represents 16,000 designers through national activities and local programs developed by more than 40 chapters and 80 student groups.

AIGA is authoritative in promoting and communicating standards for ethical conduct and professional expertise and in collecting and analyzing data about the profession. It is stimulating in its provocative programming on critical issues facing design and in celebration of both effective and innovative design—a source of inspiration for many members. AIGA is open to new ideas, new professional disciplines and the ever-evolving nature of design.

Members of AIGA include professional designers, educators and students engaged in type and book design, editorial design, communications and corporate design, posters, interface and web design, and new media and motion graphics design. AIGA serves as a hub of information and activity within the design community using conferences, competitions, exhibitions, publications, educational activities and its web space. While many activities are open to both the public and members, AIGA also enables many focused conversations among designers about the issues facing the profession and society.

The role of AIGA's local chapters is both integral and complementary to the organization's national role. Chapters provide AIGA members with local forums for meeting, exchanging ideas and information and creating traveling programs of national import to designers and the public. In addition, chapters play a primary role in the growth, expanding service base and creative vitality of AIGA.

AIGA is a national not-for-profit educational organization incorporated under Section 501 (c)(3) of the Internal Revenue Code in the State of New York

Aquent is proud to be Presenting Sponsor of the AIGA business and ethics series. Aquent works with AIGA to help independent designers serve business with integrity.

A Q U E N T

Aquent connects design professionals with their clients' project work and permanent positions in 57 cities in 12 countries. Companies work with Aquent when they need to hire pre-screened and qualified creative talent on a project, freelance or permanent basis. By working with Aquent agents with industry expertise and an exclusive Online Portfolio System, clients find the creative talent they need.

As the Official Talent Agency of AIGA, Aquent supports designers in their pursuit of professional success through generous financial support of AIGA activities, including the Design Ethics Series. Aquent was also the first company to offer benefits to freelancers and is a strong advocate for appropriate levels of compensation for design professionals and respect for their contribution to effective business solutions.

To locate an Aquent office near you, call 877-2AQUENT/800-622-8367 (in North America) or visit www.aquent.com.

“Business and Ethical Expectations for Professional Designers” is one topic in the AIGA business and ethics series, a range of publications dealing with ethical standards and practices for designers and their clients. New topics will be added to the series regularly. Additional copies can be downloaded from www.aiga.org. For more information on solving communications design problems or hiring a professional designer, visit www.aiga.org.

To join AIGA or to review the purpose and benefits of AIGA, visit www.aiga.org.

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