

The Code of Fair Practice

By the Graphic Artists Guild

ARTICLE 1.

Negotiations between an artist or the artist's representative and a client shall be conducted only through an authorized buyer.

ARTICLE 2.

Orders or agreements between an artist or artist's representative and buyer should be in writing and shall include the specific rights which are being transferred, the specific fee arrangement agreed to by the parties, delivery date, and a summarized description of the work.

ARTICLE 3.

All changes or additions not due to the fault of the artist or artist's representative should be billed to the buyer as an additional and separate charge.

ARTICLE 4.

There should be no charges to the buyer for revisions or retakes made necessary by errors on the part of the artist or the artist's representative.

ARTICLE 5.

If work commissioned by a buyer is postponed or canceled, a "kill-fee" should be negotiated based on time allotted, effort expended, and expenses incurred. In addition, other lost work shall be considered.

ARTICLE 6.

Completed work shall be promptly paid for in full and the artwork shall be returned promptly to the artist. Payment due the artist shall not be contingent upon third-party approval or payment.

ARTICLE 7.

Alterations shall not be made without consulting the artist. Where alterations or retakes are necessary, the artist shall be given the opportunity of making such changes.

ARTICLE 8.

The artist shall notify the buyer of any anticipated delay in delivery. Should the artist fail to keep the contract through unreasonable delay or nonconformance with agreed specifications, it will be considered a breach of contract by the artist. Should the agreed timetable be delayed due to the buyer's failure, the artist should endeavor to adhere as closely as possible to the original schedule as other commitments permit.

ARTICLE 9.

Whenever practical, the buyer of artwork shall provide the artist with samples of the reproduced artwork for self-promotion purposes.

ARTICLE 10.

There shall be no undisclosed rebates, discounts, gifts, or bonuses requested by or given to buyers by the artist or representative.

ARTICLE 11.

Artwork and copyright ownership are vested in the hands of the artist unless agreed to in writing. No works shall be duplicated, archived, or scanned without the artist's prior authorization.

ARTICLE 12.

Original artwork, and any material object used to store a computer file containing original artwork, remains the property of the artist unless it is specifically purchased. It is distinct from the purchase of any reproduction rights.¹ All transactions shall be in writing.

ARTICLE 13.

In case of copyright transfers, only specified rights are transferred. All unspecified rights remain vested with the artist. All transactions shall be in writing.

ARTICLE 14.

Commissioned artwork is not to be considered as "work for hire" unless agreed to in writing before work begins.

ARTICLE 15.

When the price of work is based on limited use and later such work is used more extensively, the artist shall receive additional payment.

ARTICLE 16.

Art or photography should not be copied for any use, including client presentation or "comping," without the artist's prior authorization. If exploratory work, comprehensives, or preliminary photographs from an assignment are subsequently chosen for reproduction, the artist's permission shall be secured and the artist shall receive fair additional payment.

ARTICLE 17.

If exploratory work, comprehensives, or photographs are bought from an artist with the intention or possibility that another artist will be assigned to do the finished work, this shall be in writing at the time of placing the order.

ARTICLE 18.

Electronic rights are separate from traditional media, and shall be separately negotiated. In the absence of a total copyright transfer or a work-for-hire agreement, the right to reproduce artwork in media not yet discovered is subject to negotiation.

ARTICLE 19.

All published illustrations and photographs should be accompanied by a line crediting the artist by name, unless otherwise agreed to in writing.

ARTICLE 20.

The right of an illustrator to sign work and to have the signature appear in all reproductions should remain intact.

ARTICLE 21.

There shall be no plagiarism of any artwork.

ARTICLE 22.

If an artist is specifically requested to produce any artwork during unreasonable working hours, fair additional remuneration shall be paid.

ARTICLE 23.

All artwork or photography submitted as samples to a buyer should bear the name of the artist or artists responsible for the work. An artist shall not claim authorship of another's work.

ARTICLE 24.

All companies that receive artist portfolios, samples, etc. shall be responsible for the return of the portfolio to the artist in the same condition as received.

ARTICLE 25.

An artist entering into an agreement with a representative for exclusive representation shall not accept an order from nor permit work to be shown by any other representative. Any agreement that is not intended to be exclusive should set forth the exact restrictions agreed upon between the parties.

ARTICLE 26.

Severance of an association between artist and representative should be agreed to in writing. The agreement should take into consideration the length of time the parties have worked together as well as the representative's financial contribution to any ongoing advertising or promotion. No representative should continue to show an artist's samples after the termination of an association.

ARTICLE 27.

Examples of an artist's work furnished to a representative or submitted to a prospective buyer shall remain the property of the artist, should not be duplicated without the artist's authorization, and shall be returned promptly to the artist in good condition.

ARTICLE 28.²

Interpretation of the Code for the purposes of arbitration shall be in the hands of a body designated to resolve the dispute, and is subject to changes and additions at the discretion of the parent organizations through their appointed representatives on the Committee.

Arbitration by a designated body shall be binding among the parties, and decisions may be entered for judgment and execution.

ARTICLE 29.

Work on speculation: Contests. Artists and designers who accept speculative assignments (whether directly from a client or by entering a contest or competition) risk losing anticipated fees, expenses, and the potential opportunity to pursue other, rewarding assignments. Each artist shall decide individually whether to enter art contests or design competitions, provide free services, work on speculation, or work on a contingency basis.

¹Artwork ownership, copyright ownership, and ownership and rights transferred after January 1, 1978, are to be in compliance with the Federal Copyright Revision Act of 1976.

²The original Article 28 has been deleted and replaced by Article 29.