



Code of conduct

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1. Preamble

- i. This document outlines the code of ethics adopted by Illustrators Australia (IA), a non profit organisation formed for and by professional illustrators residing in Australia.
- ii. IA was formed in order to best serve the interests of its members:
 - to promote the use of illustration in the publishing, design and advertising sectors
 - to promote the work of individual members under the umbrella of an Association
 - to inform members of appropriate professional practices, eg.: copyright, ownership of artwork
 - to inform clients of appropriate professional practices (as above)
 - to encourage students and those entering the industry by offering networking support

2. Statement of intent

- i. The objective of this code of conduct is to the standardise practices within the industry in order to engender the highest possible levels of professionalism, as well as set out parameters to ensure the long term growth and sustenance of the practice of Illustration in Australia. Members of IA are encouraged to adopt this code as a guide to their day to day activities, however it is not a substitute for professional legal advice.

3. Ensure levels of competency & communication

- i. IA members must endeavour to be competent in the running of their businesses and be open to communication, ensuring that they are contactable by phone, answering machine or email. To this end it is advised that all members should keep their details current with the IA Secretary.
- ii. To control the quality of reproduction of images, the illustrator must be familiar with the various techniques used to reproduce his / her works - ie. printing methods and colour separation techniques, as well as web reproduction. When unsure, the illustrator must confer with the client's production manager.

4. Ensure understanding of agreements by both parties

- i. Both parties should be clear as to what is expected from both the client and the illustrator before work begins, and it is recommended that this understanding is made in writing

5. Working within a legal framework

- i. Copyrights and the original of an illustration are two distinct types of properties.
- ii. Should an artist sell only part of his / her copyrights, only the rights required by the client should be negotiated. All other copyrights not specified in the contract remain the property of the artist.
- iii. The chief purpose of licensing in such a manner is to prevent the client from using the work for uses they have not paid for.
- iv. Copyright of work commissioned by the Government of Australia is usually automatically transferred to the client.
- v. If a client has not paid for an invoice within the terms of the agreement, the client relinquishes all rights stipulated in the agreement in question. However, the Illustrator retains their right to compensation for work completed and should seek legal advice.
- vi. Members are expected to educate themselves about the principles of copyright, contract and licensing, and to seek legal advice when in doubt.

6. Suggested pricing rates for reuse

- i. Protecting your copyright entitles you to charge money for its re-use. In most cases artists can receive from 20-75% of the fee they would have charged if the work had been commissioned for that use originally. The most common fee is 45-55%.

7. Ownership of artwork

- i. Unless an agreement to the contrary has been reached, the original work should automatically be returned to the artist after it has been used as stipulated.
- ii. If the illustrator has transferred limited rights, in the case of digital artwork the illustrator has the right to request that all corresponding files be deleted from a clients' hardware once the timeframe of the agreement has lapsed.

8. Moral rights

- i. The publisher of a work of art must publish the artist's name along with the reproduction unless the artist has yielded his copyrights under a written contract and in exchange for payment.
- ii. The illustrator is entitled to object to any derogatory treatment of their work.
- iii. Furthermore, the client does not have the right to modify any artwork without the express permission of the illustrator. If any modifications are required, the Illustrator reserves the right to be the first person to be asked to do so.
- iv. Moral rights are not transferable and are non-economical (ie. They cannot be sold).

9. Terms of employment

- i. Illustrators are usually employed in the capacity of freelancers, meaning that work undertaken is agreed to on a project by project basis. There are usually no wages, no security of tenure, no holiday pay and / or superannuation payments. To compensate for this, it is recommended that Illustrators retain their right to negotiate fees and copyright.
- ii. Therefore, IA is firmly opposed to service work for hire - meaning that the illustrator is treated as an employee without any of the benefits. This usually entails copyright and authorship being automatically transferred to the client for a flat fee. If a client insists on such conditions, the work should be priced accordingly at a premium.

10. Pricing

- i. It is recommended that members base their pricing not only on working hours alone but on usage rights as well. IA members can consult members only resources for information regarding Pricing.
- ii. Occasionally the need arises to charge costs additional to the original quote / invoice.

11. Approval of artwork

- i. The artist should have sketches approved and signed by the client before proceeding with final production of the illustration.

12. Timely delivery

- i. The illustrator must use their best endeavours to deliver work on time, and if they anticipate any delay, must inform the client at the first opportunity.
- ii. Unless the artist is actually incapacitated by illness or some other unavoidable cause, the client reserves the right to terminate an agreement if the illustrator fails to deliver the artwork within a reasonable time limit and / or beyond a set deadline.

13. Originality of artwork

- i. All members must ensure that their work is original.
- ii. Illustrators shall not set out to copy the work or imitate the style of another illustrator, and may not accept commissions to do so. However, influence by another artist is permissible.

14. Termination of agreement

- i. Members are encouraged to adopt a policy to deal with the premature termination of jobs, or the rejection of finished artwork, in preparation for such an event. If the client cancels an order for reasons unrelated to the artist's performance, the artist has a right to compensation. The amount is based on the stage at which the project is cancelled. It is advisable to have this clause in the contract between client and illustrator.

15. Confidentiality

- i. All information and correspondence between client and illustrator is confidential and should be treated as such, save in the case of a dispute.
- ii. The illustrator shall treat all information relating to their client's business as confidential, and should negotiate and respect any embargo on the use of their artwork for portfolio purposes, particularly if the artwork is being used as a pitch or has not been released to the public as yet. If it is ascertained that the artwork is no longer under restrictions, the illustrator must first confirm this with the client before using the artwork for self promotional purposes.

16. Sub-contracting

- i. The illustrator shall not subcontract work without the agreement of the client. In the case of the required style being inappropriate to the commissioned illustrator, the illustrator should refer the client to a more suitable IA member. If the illustrator is too busy to take on the work, again the client should be referred to another suitable IA member.
- ii. Should an artist be hired to carry out research or produce preliminary sketches for a work whose final execution will be entrusted to another artist, the client must advise the first artist that such is the case and this fact should be mentioned in the contract. Similarly, if the client wishes to purchase sketches, reference photographs or other preliminary documents belonging to a given artist with a view to having a final work produced by a second artist, s/he must stipulate so in the sales contract.

17. Disputes

- i. The IA is currently formulating an information sheet for available sources for dispute resolution and default payments.

18. Behaviour towards fellow illustrators

- i. When two artists are consulted by the same client or are asked to quote on the same project, they should not exchange information and should remain thoroughly discreet.
- ii. When in the presence of a client, an artist should never tarnish the reputation of fellow artists.
- iii. An artist must never include the works of others in his / her portfolio.
- iv. The artist should refrain from working at rates lower than those indicated in the rate guide published by the IA
- v. No artist should agree to touch up or modify the work of one of his / her colleagues without that colleague's prior consent.
- vi. All members of IA should show respect for fellow artists, regardless of style / market segment.
- vii. No artist should harm IA's reputation by using the IA name to support positions or opinions which are strictly personal

19. Speculative work

- i. Illustrators should not undertake speculative work without a fee except in the case of self-generated work. This includes orders where remuneration depends on whether or not the artwork is published, or on the sole discretion of the client.
- ii. Clients should never ask an artist to work free of charge in exchange for the promise of future remunerative contracts.