

**ICOGRADA - International Council of Graphic Design Associations
International Conditions of Contract and Engagement for Graphic Designers.**

RHDC have adopted the following Terms & Conditions for all work undertaken on behalf of its clients.

1. Conditions of Engagement

- a. Commissions and engagements of design services shall always be confirmed in writing, the form of service and fees being stated with conditions appropriate to the commission of the engagement. Designers' services may cover the preparation of design, advisory services, attendance at meetings or any combination of these functions.
- b. The person or persons authorized to issue instructions to the designer on behalf of the client shall be specified by the client.
- c. Exclusive services in a particular field of design may be secured by agreement between client and designer.
- d. The designer shall ascertain from the client, if a freelance or consultant designer is already employed by the client in respect of the commission or engagement which he/she is being offered.
- e. When a client engages two or more designers to do the same job in competition, the designer shall obtain from the client, disclosure of this arrangement, as well as the name or names of other designers involved.

2. Right of Possession

- a. Transfer of the right of reproduction does not give the client right of possession.
- b. Transfer of the right of possession does not give the client the right of reproduction.
- c. Unless otherwise agreed, sketches and originals in any form and material are the property of the originator and must be returned to him/her as soon as possible after the intended use.
- d. Unless otherwise agreed sketches or roughs must not be used for any other purposes than that for which they were originally commissioned.
- e. In the case where the finished artwork is to be carried out by someone other than the originator his/her prior consent must be obtained.
- f. To protect the client and the originator the originator's work must be treated as confidential until after it has been reproduced.
- g. The originator's work, sketches as well as originals, shall be treated carefully and must not be broken, soiled or in any way damaged in handling. If so, the party responsible for the damage shall be responsible for the costs of making good or replacement necessitated by such damage.
- h. Unless otherwise agreed, ideas sketches and originals commissioned from the designer and not made use of within six months after the time of delivery are to be returned immediately thereafter to the originator.

3. Transfer of Reproduction Rights

a. For limited Purposes and Editions: Unless otherwise agreed, the originator transfers part of the rights of reproduction for limited purposes only and for a number of prints or editions to be specified. The conditions of the contract shall define the use, form, size reproduction method and number of colours, quantity, possible extension of use and country or countries where the originator's work or reproduction thereof will be used. Any rights not specifically stated shall remain the property of the originator.

b. In Total for Unlimited Use: Transfer of the total rights of reproduction gives the client the right of unlimited use for unlimited editions, including uses not foreseen by the originator. Originals such as trademarks, which are intended for unlimited use, because of their purpose, belong to this category.

c. Unless otherwise agreed transfer of rights of reproduction as under 3a is applicable only for use in the country of origin and for the first edition. Application should be made to the originator before further use of his/her original work or the printing of new editions is contemplated.

d. The client may not transfer the rights of reproduction to a third person without the originator's consent, unless this is done in connection with the transfer of the ownership of a company or part thereof. However, the originator shall be entitled to veto the transfer, if in his/her opinion such transfer may injure his/her reputation.

4. Alterations, amendments or adaptations

a. The originator's work shall not be changed, altered, amended or adapted by anyone without his/her consent.

b. If the originator agrees that alterations, amendments or adaptations can be carried out by someone else, his/her consent shall be obtained in writing and he/she reserves the right to check and approve such work.

5. Standards of Reproduction

a. The originator shall be entitled to claim satisfactory reproduction of his/her work by the most suitable process.

b. Reproduction in different colours or by other methods than those originally agreed with the originator must not be carried out without his/her consent.

6. Design Credit and Publicity

a. Full credit shall be given to the originator in all cases where this can reasonably be expected, particularly on editorial or publicity releases, photographs for publicity purposes and in all such cases where the printer or supplier of the published work wishes to display such designs for advertising of his own services.

b. The originator may use his/her work or reproduction thereof for publicity, promotional purposes or exhibition after clearance dates for general releases have been agreed upon by the client.

7. Renewal of Contract

Where a work or project is commissioned on an annual contract basis, the contract shall be deemed to be automatically renewed unless three months prior notice is given in writing by either party of revised terms being required, or of the contract being terminated.

8. Payment

a. Accounts may be rendered on completion of the commission or at intermediate stages to be agreed with the client. Payment shall be due on rendering of account. This applies equally in the case of sketches and originals commissioned from the designer but not made use of.

b. Payment for rough sketches or preliminary designs does not convey to the client the right of possession or the right of reproduction.

c. If a rough sketch, by agreement between the originator and the client is to be used as an original, the former shall be entitled to the full fee initially agreed for the complete job.

d. If the client's original instructions are subsequently varied or augmented, the designer shall be entitled to a fee pro-rata for the additional work.

e. Extended use of the originator's work or transfer in total of his/her reproduction rights shall entitle him/her to a higher fee.

9. Miscellaneous expenses

The originator shall be entitled to claim expenses incurred with the client's prior agreement, for such items as travelling, hotel and out of pocket expenses, long distance telephone calls, typesetting costs and for copies of photo prints and photographs (except where the work consists mainly of a photographic treatment). Where specialist services are employed by the originator, in agreement by the client, these shall be charged separately at cost.

10. Termination of Project or appointment

On the premature cancellation of any agreement between the originator and his client, the former shall be entitled to reasonable financial compensation for services rendered in relation to the time, effort and expense involved and to any forward commitments into which the originator may have had to enter as a result of the original assignment.

11. Development Designs

All the above conditions shall apply in cases, irrespective of whether the originator was given a free or concise brief or had been asked to develop the client's originals, ideas or suggestions.