

VISUAL PRACTITIONER CODE OF ETHICS & CONDUCT



DISCLAIMER

Visual practitioners worldwide are encouraged to adopt this code to guide their day-to-day activities. However, it is not a substitute for professional legal advice.

INTENT

This code of ethics and conduct aims to establish consistent practices in the industry and define guidelines for long-term growth and sustainability in the visual practice field. It serves as a behavioral guideline to uphold our values in practice.

1. ENSURE LEVELS OF COMPETENCY & COMMUNICATION

As a visual practitioner, it is essential to have (or build) strong business acumen and be easily reachable through various communication channels such as email, phone, or social media. Responsiveness is critical to building trust with clients.

To ensure high-quality work, visual practitioners should thoroughly understand the benefits of visual facilitation and graphic recording, both as a process and as a final product. This includes knowing its positive impact on engagement, facilitation, memory retention, and emotional connection. Be mindful of always citing the source of the shared information with clients and others. The Institute's website features an extensive, curated bibliography on the field (link provided [here](#)).

2. ENSURE UNDERSTANDING OF AGREEMENTS

Clear communication and documentation of expectations are crucial for both the client and the visual practitioner before beginning any work. Establishing a mutual understanding and documenting it in writing is essential to prevent misunderstandings or discrepancies.

As a visual practitioner, educating your clients about the significance and added value of your work is critical. This includes its value as an understanding, acceleration, and facilitation tool during the session, as well as an artifact for communication after the session.

3. PRIVACY

Visual practitioners are often working with internal and sensitive content.

To this end, graphic recorders are often required to sign a non-disclosure agreement, which is standard practice.

Even when a non-disclosure agreement is not signed, it is expected that visual practitioners will not disclose any content nor share the outputs on any form, i.e., pictures, tweets, sharing location, participants' photos, etc., from any session unless:

- Written permission has been obtained from the client (email is acceptable).
- It is a public event, and you have checked with your client that they are happy for you to share.

4. USAGE

It is advisable to include a clause specifying the usage the client is entitled to, including a time frame and geography (e.g., in perpetuity, for a limited number of years, or Worldwide). Each practitioner should also consider what usage they offer as part of their fee.

In case of a framework or particular drawing that the visual practitioner plans to reuse in the future, it is advised to be branded with the © symbol and discussed openly and upfront with the client.



5. OWNERSHIP OF ARTIFACTS

Suppose the visual practitioner has transferred limited rights to the digital artwork. Keeping a record of the timeline and information regarding limited rights for digital artwork granted by a visual practitioner is crucial. It is the client's responsibility to ensure that all corresponding files are deleted from their hardware after the agreed-upon duration has lapsed, as requested by the practitioner. Failure to do so can result in severe consequences.

It is essential to remain vigilant and keep track of these details.

6. ATTRIBUTION

We encourage visual practitioners to sign their names on all their work and include a clause in their contract that this must remain visible on the final output.

- The visual practitioner is entitled to object to any derogatory treatment of their work.
- Furthermore, the client should only have the right to modify artwork with the express permission of the visual practitioner if agreed upon upfront.
- If any modifications are required, the visual practitioner reserves the right to be the first person to be asked to do so.
- Moral rights are not transferable and are non-economic (i.e., cannot be sold). Moral rights mean you must:
 - i. Attribute (give credit to) the creator,
 - ii. not say a person is a creator of a work when they're not.
 - iii. Do not do something with an artifact (such as change or add to it) that would hurt the creator's reputation.
 - iv. It must be respected if leaving out the visual practitioner's name is expressly agreed upon by the visual practitioner's contractor or client.

7. TERMS OF EMPLOYMENT

- Visual practitioners are typically employed as freelancers or subcontractors, meaning that their work is agreed upon on a project basis. Traditionally, there are no wages, no security of tenure, no holiday pay, and no superannuation payments. To compensate for this, it is recommended that graphic recorders retain their right to negotiate fees and terms.
- Some visual practitioners are employed internally within organizations and consultancies. In terms of remuneration, these individuals are assumed to be subject to the specific terms of their employment arrangement and policies.
- When working with clients, visual practitioners should comply with any relevant policies, rules, and regulations (e.g., Chatham House Rules).
- Some contractors set up a master agreement yearly and work on an SOW, Scope of Work, basis for each engagement.
- The visual practitioner should read every contract attentively before signing, and if questions remain, ask for clarification. Once the contract is signed, both parties must respect and fulfill its terms.

8. PRICING

For visual practitioners, it is advisable to consider various factors while pricing their services. It is not just about the working hours but also the time spent on preparation, travel, post-production work, years of expertise, and usage rights.

- i. When creating a contract, it's a good practice to incorporate a clause that accounts for potential changes in scope and the possibility of additional costs being added to the original quoted amount.
- ii. Sometimes, extra charges may be required to be added to the initial quote or invoice. It is essential to inform the clients about any alterations in the final billing immediately.

9. FISCAL AND LEGAL RESPONSIBILITIES

It's a known fact that visual practitioners are working worldwide. These recommendations apply to all of them, regardless of location.

- It is essential for visual practitioners, whether working independently or within a company, to seek guidance from local professionals on necessary licenses, permits, and other legal obligations. Being fully aware of your location's legal and fiscal requirements is crucial to operating a business successfully.
- i. It is advisable to consult with local experts and thoroughly comprehend all the responsibilities and consequences of starting a business before embarking on the journey.
- ii. It is strongly recommended that you thoroughly research and consider all requirements and options about your situation at the county, municipal, provincial, state, and federal levels (or their equivalents, depending on your location).
- Visual practitioners must ensure they handle all legal, fiscal, and financial responsibilities promptly and accurately.

9. PAYMENT TERMS

Visual practitioners should clearly stipulate their payment terms in their contract or booking conditions.

If a client fails to pay an invoice within the terms of the agreement, they relinquish all rights stipulated in the contract in question. However, the visual practitioner retains the right to compensation for work completed and should seek legal advice.

Visual practitioners are expected to educate themselves about copyright, contract, and licensing principles and seek legal advice when in doubt.

10. TIME/DELIVERY

Visual practitioners are encouraged to discuss expectations regarding the delivery times of session outputs with their clients in advance.

- The GR must use their best endeavors to deliver work on time following an event, and if they anticipate any delay, they must inform the client at the first opportunity.

11. ORIGINALITY OF ARTWORK

Visual practitioners must ensure that their work is original.

- Visual practitioners shall not set out to copy the work or style of another visual practitioner and may not accept commissions to do so. However, influence by another artist is permissible as a specific verbal or written agreement to do so.

12. TERMINATION OF AGREEMENT

Visual practitioners 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 visual practitioner's performance, they are entitled to compensation. The amount is based on the stage at which the project is canceled.

Having this clause in the contract between the client and the visual practitioner is advisable.

13. CONFIDENTIALITY

All information and correspondence between the client and the visual practitioner are confidential and should be treated as such, except in the case of a dispute.

The visual practitioner shall treat all information relating to their client's business as confidential and should negotiate and respect any embargo on using their artwork for portfolio purposes, especially if it is being used as a pitch or has not been released to the public yet.

If it is ascertained that the artwork is no longer under restrictions, the GR must confirm this with the client before using it for self-promotional purposes.

14. SUB-CONTRACTING

Visual practitioners may subcontract all or part of their work to another practitioner. Still, the visual practitioner should clarify this with their client upfront if the aesthetic style differs (rather than having post-production assistance, for example).

- It is standard for the contracting visual practitioner to take a cut of the fee. The amount will depend on what is negotiated or the level of support provided (e.g., client briefing, administration, logistics, invoicing, or extended support such as mentoring, training, equipment, community, and discounts).
- If a visual practitioner is subcontracting to another practitioner with a fixed price, it must be respected, and their discretion is expected.
- Contracting visual practitioners should review rates based on market value.
- Contracting visual practitioners are encouraged to share feedback from their clients with their subcontractors as soon as possible, whether positive or not, to foster self-development.
- We encourage all visual practitioners who are subcontracting to be transparent about what the client is being charged, what the contracting practitioner is being paid, and what the subcontractor is being paid. This ensures good relationships in all directions, keeps the parties accountable for their support being aligned with the amount they charge, and ensures subcontractors know their market value so they do not accidentally undercharge when engaging with clients directly.

- Visual practitioners working as subcontractors should remember that the contractor is their client and must be treated with respect. The contracted practitioner must ask about signing the work and other brand compliances while working and representing the contractor's company.
- When visual practitioners hire others to work under their brand, treating them with respect as peers is important. It is essential to promptly communicate regarding the work's status and be considerate while asking to hold dates.
- It is encouraged that contractors always draw a subcontractor agreement which must have listed the market standard practices or negotiated adaptations of specific practices, such as, but not limited to, cancelation clauses, orientation regarding the level of support onsite and pre and post-event, expectations, compensation, pre and post-production needs, do and don't do list, scope of work and its compensation for out of scope previously agreed upon services.

15. DISPUTES

- When resolving disputes, use respectful, polite, and firm communication throughout—whether in-person, by phone, or by email. Identify the pain point and determine if it falls within your responsibility.
- Reiterate any verbal conversations or agreements in writing via email to avoid potential issues with miscommunication.
- Always agree on fee and payment terms before beginning any work. If additional work is required, immediately notify your client about any potential extra costs and what they would be.
- Keep records of all relevant correspondence (emails, texts, contracts, invoices), particularly where contracts/booking conditions have been sent and any related conversation has been had, and photographic records where applicable.

- For particularly tricky disputes, consider seeking the assistance of a mediator.
- In the case of unpaid invoices, consider seeking the assistance of a debt collector.

16. INSURANCE AND CHECKS

Depending on your location in the world, liability insurance is needed. For those places that require it, it is recommended that visual practitioners have current Public Liability and Professional Indemnity insurance. This may be a legal requirement for some clients.

- Remember to consult with local experts to determine your specific location requirements.

Some specific clients may also require Working With Children or Police Checks, which they should alert you to promptly.

It is advisable to inquire with your clients and contractors about workplace policies, such as requirements, i.e., a COVID-19 vaccination card, dress code, or sensitive topics. This helps maintain a professional and respectful work environment.

17. BEHAVIOR TOWARDS FELLOW VISUAL PRACTITIONERS

- When two visual practitioners are consulted by the same client or are asked to quote on the same project, they should quote according to their business's preferred rates, avoid price fixing, and remain discreet.
- Suppose a client is looking to book multiple visual practitioners for an event and wants to reach out to various individuals. In that case, it is advisable that one party should take on the organizing role, and visual practitioners should provide a unified proposal.

- iii. When in the presence of a client, a visual practitioner should never tarnish the reputation of fellow practitioners.
- iv. A visual practitioner must never include the works of others in their portfolio or for any other promotional purposes.
- v. As a visual practitioner, it's essential to refrain from bidding wars or undercutting fellow professionals in the field.
- vi. No visual practitioner should agree to touch up or modify the work of one of their colleagues without the colleague's prior consent.
- vii. All visual practitioners must treat their fellow practitioners respectfully, regardless of their work style, ethnicity, abilities or disabilities, minority community, faith, race, political affiliations, or market segment.
- viii. No artist should harm the IFVP Institute or IFVP and its board members' reputation by using its name to support positions or strictly personal opinions.
- ix. If there is someone more culturally suited to a job than yourself—particularly when it comes to events where the subject matter is directly relevant to a minority—visual practitioners should consider recommending a colleague who may be able to provide a more valuable perspective for their client.

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We would like to make a special mention of the founder and past President of the GRA - Graphic Recorders Australia, Jessamy Gee (2019-2022), who generously shared and offered their organization's Code of Conduct and Ethics to serve as the basis for this document.

The IFVP Institute.