

Code of Ethics & Conduct

1. Preamble

- i. This document outlines the code of conduct and ethics adopted by Graphic Recorders Australia (GRA), a non-profit organisation formed for and by professional graphic recorders (GRs) residing in Australia. This code applies to all members, both Professional and Associate.
- ii. GRA was formed in order to best serve the interests of its members and the Australian graphic recording industry. Our purpose is to educate, support and connect upcoming and professional Australian graphic recorders to ensure the ongoing high standard of quality in our industry, for practitioners and our clients.

2. Statement of intent

The objective of this code of conduct and ethics is to 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 sustainability of the practice of graphic recording in Australia. This code is also designed as a behavioural guideline to live our values in practise. While all members are expected to make their own decisions about how they run their business, failure to act in the spirit of our values and behavioural standards may result in termination of membership. If you are concerned that any member of GRA is acting in opposition to our values or behavioural guidelines, please email the committee hello@graphicrecorders.org.au. Members of GRA 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.

Our Values

Quality & Professionalism: We set high standards for quality and professionalism as a driver for improvement, not as a tool for exclusion.

Community: We encourage a supportive, welcoming and sharing community.

Collective Progress: We support the continual improvement of our industry as a whole.

Transparency: We communicate clearly and openly with our members and our clients.

Knowledge Exchange: We facilitate and hold space for informative discussion and sharing in our community.

3. Ensure levels of competency & communication

- i. GRA members must endeavour to be competent in the running of their businesses and be open to communication, ensuring that they are contactable by email, phone or social media. To this end it is advised that all members should keep their details current in their GRA profile.
- ii. To control the quality of our work, GRA members must be familiar with the value proposition of graphic recording as both a process and a product, with particular focus on the impact of the work in regards to engagement, facilitation, memory retention and emotional connection. All new GRA members must familiarise themselves with the Glossary of Terms and Best Practice information available in the Members Area of the GRA website.

4. Ensure understanding of agreements by both parties

- i. When engaging in work with clients, both parties should be clear as to what is expected from both the client and the graphic recorder before work begins, and it is recommended that this understanding is made in writing.
- ii. It is part of your role as a graphic recorder to educate your clients on the value of graphic recording, both as a facilitation tool during the session and an artefact for communication post-session.

5. Privacy

- i. Graphic recorders are often working with internal and/or sensitive content.
- ii. To this end, graphic recorders are often required to sign a non-disclosure agreement, which is standard practice.
- iii. Even when a non-disclosure agreement is not signed, it is expected that graphic recorders will not share the outputs from any session unless:
- a. Written permission has been obtained from the client (email is fine).

b. It is a public event and you have checked with your client that they are happy for you to share.

6. Usage

It is advised to include a clause regarding what usage the client is entitled to in relation to time frame and geography (e.g. in perpetuity? For a limited number of years? Worldwide?). Each graphic recorder should also consider what usage they are offering as part of their fee.

7. Ownership of artefacts

If the GR has transferred limited rights, in the case of digital artwork the GR has the right to request that all corresponding files be deleted from a clients' hardware once the time frame of the agreement has lapsed.

8. Attribution

- i. We encourage GRs to sign their name on all their work, and include a clause in their contract that this must remain visible on the final output.
- ii. The GR is entitled to object to any derogatory treatment of their work.
- iii. Furthermore, the client should not have the right to modify any artwork without the express permission of the GR. If any modifications are required, the GR 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). Moral rights mean you must:
- attribute (give credit to) the creator.
- not say a person is a creator of a work when they're not.
- not do something with a work (such as change or add to it) that would have a negative impact on the creator's reputation.

9. Terms of employment

i. Graphic recorders 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 graphic recorders retain their right to negotiate fees and terms.

- ii. Some GRs are employed internally within organisations and consultancies. In terms of remuneration, these individuals are assumed to be subject to the specific terms of their employment arrangement.
- iii. When working with clients, GRs should take care to comply with any relevant policies, rules and regulations (e.g. OH&S regulations or Chatham House Rules).

10. Pricing

- i. It is recommended that members base their pricing not only on working hours alone, but preparation, travel, post-production, years of experience, and usage rights. GRA members can consult member resources for information regarding pricing.
- ii. Occasionally the need arises to charge costs additional to the original quote/invoice. Clients must be made aware of any changes to final invoicing immediately.

11. Payment terms

- i. GRs should stipulate their payment terms in their contract/booking conditions.
- ii. 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 GR retains their right to compensation for work completed and should seek legal advice.
- iii. Members are expected to educate themselves about the principles of copyright, contract and licensing, and to seek legal advice when in doubt.

12. Timely delivery

- i. GRs are encouraged to discuss expectations around delivery times of session outputs with their clients ahead of time.
- ii. The GR must use their best endeavours to deliver work on time following an event, and if they anticipate any delay, must inform the client at the first opportunity.

13. Originality of artwork

i. All members must ensure that their work is original.

ii. Graphic recorders 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

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 graphic recorder's performance, the GR 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 GR.

15. Confidentiality

- i. All information and correspondence between client and GR is confidential and should be treated as such, save in the case of a dispute.
- ii. The GR 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 GR must first confirm this with the client before using the artwork for self promotional purposes.

16. Sub-contracting

- i. GR's may subcontract all or part of their work to another practitioner, but if this will mean the aesthetic style will be different (rather than just have post-production assistance, for example), the GR should make this clear with their client upfront.
- ii. It is standard for the contracting GR to take a cut of the fee. The amount will depend on how much support is given (e.g. client briefing, admin, logistics, invoicing—or extended support like mentoring, training, equipment, community, discounts). We encourage all GRs who are subcontracting to be transparent about what the client is being charged, what the contracting GR is being paid, and what the sub-contractor is being paid. This ensures good relationships in all directions, keeps the contracting GR/ organisation accountable for the support they provide being aligned with the amount they charge, and ensures subcontractors are aware of their market value so they do not accidentally undercharge when engaging with clients directly.

17. Disputes

- i. When resolving disputes, engage with respectful, polite and firm communication all the way through. In person, phone, or email. Work out what the pain point is, and if it lies within your responsibility.
- ii. Reiterate any verbal conversations or agreements you have in writing via email, to alleviate potential issues with miscommunication.
- iii. Always agree on fee and payment terms before beginning any work. If it is looking like additional work will be required, notify your client about any potential for additional costs and what they would be right away.
- iv. 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.
- v. For particularly tricky disputes, you may consider seeking the assistance of a mediator.
- vi. In the case of unpaid invoices, consider seeking the assistance of a debt collector.

18. Insurance & checks

- i. It is recommended that all GRs have current Public Liability and Professional Indemnity insurance. This may be a legal requirement for some clients.
- ii. Some specific clients may also require Working With Children or Police Checks, which they should alert you to in a timely manner.

19. Behaviour towards fellow graphic recorders

- i. When two GRs are consulted by the same client or are asked to quote on the same project, they should quote according to their business' preferred rates, avoid price fixing, and remain discreet.
- ii. If a client is looking to book multiple GRs for an event, and reach out to multiple people, it is advised that one party should take the organising role, and GRs should provide a united proposal.
- iii. When in the presence of a client, a GR should never tarnish the reputation of fellow artists.
- iv. A GR must never include the works of others in his/her portfolio, or for any other promotional purposes.

- v. A GR should refrain from working at rates lower than those indicated in the rate guide published by GRA.
- vi. No GR should agree to touch up or modify the work of one of his/her colleagues without that colleague's prior consent.
- vii. All members of GRA should show respect for fellow artists, regardless of style/market segment.
- viii. No artist should harm GRA's reputation by using the GRA name to support positions or opinions that are strictly personal.
- 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—GRs should consider recommending a colleague who may be able to provide a more valuable perspective for their client.