Art Directors' Club
Adopted 1923
STANDARDS OF PRACTICE

1. Definition of Art Director.—The Art Director is one who counsels in
the creation and purchase of illustration and design, suggesting the com-
mercial uses of art and interpreting to art the requirements of commerce.

2. A Position of Trust.—The Art Director occupies a position of trust.
He is a professional adviser to the organization in which he is employed,
and to the clients or customers whom that organization serves. He should
not receive any commission or accept any substantial favor or service for
himself or for his employer from any person interested in the sale of art
work. He should protect the interests of his employer and clients by advis-
ing the employment only of trustworthy, reliable and competent artists, and
by striving to obtain the best performance of such artists.

3. The Art Director’s Responsibility to Artists.—Since there can be no
fixed standards for the quality and value of illustrations and designs, the
Art Director should deal with artists in a perfectly fair way. The fact
that he is employed by one party does not invalidate his obligation to respect
the rights of the other.

4. Originality and Plagiarism.—The Art Director should encourage originality
and initiative on the part of artists and should discomfitence plagiarism.

5. Definition of an Artist.—An artist is one who executes a design or
illustration with all the ability, love and enthusiasm of which he is capable.
He is a man who is only satisfied with the best he can produce.

6. Responsibility to Artists.—It is considered a breach of confidence for
an artist regularly employed by a firm to solicit work from a client of that
firm without the firm’s knowledge.

Any information concerning the policy of a customer or client is confidential
and its disclosure is a breach of trust.

Artists should not show proofs before publication.

An artist working on an advertising campaign should not accept simultaneously orders for work on competing accounts without the consent of both parties.

7. Value of Sketches Made for Finished Art Work.—These rules apply
only to sketches, not to rough layouts, because it is not always possible to
have the same artist who makes a layout make the finished drawing or
painting.

It should be recognized that the sum which it is practicable to pay for a
preliminary sketch is usually much less than the true value of the time
required to execute it.

A sketch purchased at a nominal price should not be (a) sold or used in
lieu of a finished illustration or (b) given to another artist for the making
of the finished illustration, without the consent of the craftsman who made it; and in such case the price paid for the sketch should represent the true
value of the artist’s time and ability.

It is recognized that when the artist is asked or expected to originate the
idea of a sketch or illustration or considerably to develop or enlarge upon
the idea as stated by the buyer, the value may be considerably greater than
that of a sketch or illustration which follows a definite layout or set of
instructions.

8. Speculation.—The purpose of this section is to discredit the abuse by
the art buyer of his position to obtain services without cost. Artists should
not be requested to submit sketches for finished work on speculation and
should not consent when requested so to do. It is recognized, however,
that it is to the best interests of the artist that original ideas should receive
consideration, and that art buyers should have the fullest opportunity to
become acquainted with the manners and abilities of the greatest number
of artists. Therefore, it is to the buyer’s interest to examine work sub-
mitted for his consideration from whatever source.

9. Prices.—As in other arts, professions, and industries, the law of supply
and demand is the main factor in establishing prices. It should be kept in
mind in establishing prices that in art work the best work is often done in the
shortest time.

The price to be paid for a sketch, illustration, or design, should, if possible,
be stated at the time of the order.

10. Alterations.—Alterations should not be made in an illustration or
design without the knowledge and consent of the artist, except in an un-
avoidable emergency.

When the artist is ordered to make alterations or additions made neces-
sary by faulty instructions or a change in purpose or plan, he should be
compensated for such additional work. Alterations made necessary by his own failure to follow instructions or maintain his usual quality should not be paid for.

11. Rejected Work.—Sketches or finished work which are not used should be paid for at the price originally stipulated, unless the rejection is due to the failure of the artist to follow instructions or to maintain his usual standard of quality, in which case the Art Director must protect the interests of his employer or client by refusing or reducing the payment.

12. Charges to Clients.—The art buyer when acting in the capacity of agent should not charge to a client concealed profits or an unduly large percentage above the price paid to the artist for an illustration or design.

13. Payment of Bills.—Since the work of an artist is in the nature of personal service or labor, his bill should be paid within thirty days and should not be subjected to a cash discount.

14. Proofs.—Whenever practicable, good proofs of the artist’s work should be set aside and made available to him after publication.

15. Signature of Artist.—At the time of placing the order, or earlier, agreement should be reached between the artist and the art buyer as to the publication or omission of the artist’s signature.

16. Destroying and Selling Drawings.—A drawing or painting should be subject to the conditions of the original agreement, and if there is no agreement as to the disposition of the original, it becomes optional with the purchaser.

17. An Arbitration Committee.—In any case where there is a disagreement between an art buyer and an artist and where they cannot come to an agreement, the case shall be taken before an arbitration committee.

Each arbitration committee shall be composed of two members from the Art Directors’ Club and two members from the Guild of Free Lance Artists. These four men shall select a fifth member from any group they may select who shall act as chairman. Where both parties agree this committee may be composed of three members, one from each club and the additional one elected by the other two.