Code of Fair Practice

The Joint Ethics Committee

Revised in 1968
Introduction
I
Personnel
II
Code of Fair Practice
III
Action
IV
Mediation
V
Arbitration
VI
Committee Scope
VII
Committee Limitations
VIII
Committee Maintenance
IX
Introduction

In 1945 a group of artists and art directors in the City of New York, concerned with the growing abuses, misunderstandings and disregard of uniform standards of conduct in their field, met to consider possibilities for improvement. They reached the conclusion that any effort, to be successful, must start with the most widespread backing, and further that it must be a continuing, not a temporary, activity. On their recommendation, three leading New York art organizations together established and financed a committee known as the Joint Ethics Committee.

In 1968 the expanded committee representing five organizations revised the code to include the new communications industries. This booklet is published in response to the many requests for information concerning the operation and scope of the Committee.
Personnel

II

The Joint Ethics Committee is composed of three members and one alternate member from each of the following organizations: Society of Illustrators, Inc., The Art Directors Club, Inc., The Artists Guild Inc. of New York, American Society of Magazine Photographers, Inc. and the Society of Photographer and Artist Representatives, Inc. appointed by the directing bodies of each organization, but serving jointly in furtherance of the purposes for which the Committee was founded.

Members of the Joint Ethics Committee are selected with great care by their respective organizations. Their selection is based upon their experience in the profession, their proven mature thinking and temperament, and their reputation for impartiality.

Code of Fair Practice

III

The Code of Fair Practice, as established by the Joint Ethics Committee, was conceived with the idea of equity for those engaged in the various aspects of creating, selling, buying and using graphic arts.

The Code is reproduced later in this booklet. The Committee zealously upholds the ethical standards set forth in the Code and invites with equal readiness any and all reports of violations.
The Committee meets one or more times a month to read and act upon complaints, requests for guidance, and reports of Code violations. The proceedings and records of the Committee are held in strict confidence. In the interest of the profession typical cases are published periodically without identification of the parties involved. However, in the case of flagrant violation, the governing bodies of the parent organizations may be fully informed. All communications to the Committee must be made in writing. When a complaint justifies action, a copy of the complaining letter is sent, with the plaintiff’s permission, to the alleged offender. In the exchange of correspondence which follows, matters are frequently settled by a mere clarification of the issues. Further action by the Committee becomes unnecessary, and in many instances both sides resume friendly and profitable relationships.

When, however, a continued exchange of correspondence indicates that a ready adjustment of differences is improbable, the Committee may suggest mediation or offer its facilities for arbitration.

Both parties meet informally under the auspices of a panel of mediators composed of three members of the Committee. If the dispute requires guidance in a field not represented in the Committee’s membership, a specially qualified mediator with the required experience may be included. The names of members of the panel are submitted to both parties for their acceptance.

The conduct of a panel of mediators is friendly and informal. The function of the panel members is to guide; not to render any verdict. The panel’s purpose is to direct the discussion along such lines and in such a manner as to bring about a meeting of minds on the questions involved. If mediation fails, or seems unlikely to bring about satisfactory settlement, arbitration may be suggested.
A panel of five arbitrators is appointed. One or more is selected from the Committee, and the remainder are chosen by virtue of their particular experience and understanding of the problems presented by the dispute. Names of the panel members are submitted to both parties for their approval. Both parties involved sign an agreement and take oath to abide by the decision of the panel. The panel itself is sworn in and the proceedings are held in compliance with the Arbitration Law of the State of New York. After both sides are heard, the panel deliberates in private and renders its decision, opinion, and award. These are duly formulated by the Committee's counsel for service on the parties and, if the losing side should balk, for entry of judgment according to law.

So far, every award has been fully honored. The decisions and opinions of this Committee are rapidly becoming precedent for guidance in similar situations. The Committee's Code has been cited as legal precedent.

The Committee acts upon matters which can be defined by them as involving a violation of the Code or a need for its enforcement.

Upon occasion, the Committee has been asked to aid in settling questions not specifically covered by the Code of Fair Practice. The Committee gladly renders such aid, providing it does not exceed the limitations of its authority.
Committee Limitations

VIII

The Committee offers no legal advice on contracts, copyrights, bill collecting, or similar matters. But its judgment and decisions as to what is fair and ethical in any given situation, are backed by the support of the entire profession represented by the Committee.

The Committee's influence is derived from widespread moral support, and while it has neither judicial nor police powers, and cannot punish offenders, nor summon alleged violators to its presence, still, its growing prestige and dignity of operation have made it a highly respected tribunal to which few have ever failed to respond when invited to settle their differences.

Committee Maintenance

IX

The Committee's facilities are not limited to members of its supporting groups. They are available to any individual, business, or professional organization in the field of communications.

The operating expenses of the Committee are defrayed by the sponsoring organizations represented. The time and services of the members are voluntarily contributed without any form of personal gain.
Relations

*Between Artist & Buyer*

1. Dealings between an artist or his agent and a client should be conducted only through an authorized buyer.

2. Orders to an artist or agent should be in writing and should include the price, delivery date, and a summarized description of the work. In the case of publications, the acceptance of a manuscript by the artist constitutes an order.

3. All changes or additions not due to the fault of the artist or agent should be billed to the purchaser as an additional and separate charge.

4. There should be no charges other than authorized expenses for revisions or retakes made necessary by errors on the part of the artist or his agent.

5. Alterations should not be made without consulting the artist. Where alterations or retakes are necessary and time permits and where the artist has maintained his usual standard of quality, he should be given the opportunity of making such changes.

6. The artist should notify the buyer of an anticipated delay in delivery. Should the artist fail to keep his contract through unreasonable delay in delivery, or non-conformance with agreed specifications, it should be considered a breach of contract by the artist and should release the buyer from responsibility.

The word artist should be understood to include creative people in the field of visual communications such as graphics, photography, film, and television.

Copyright 1954 by The Joint Ethics Committee
Post Office Box Number 179
Grand Central Station
New York, New York 10017

Designed by Bradbury Thompson
Work stopped by a buyer after it has been started should be delivered immediately and billed on the basis of the time and effort expended and expenses incurred.

An artist should not be asked to work on speculation. However, work originating with the artist may be marketed on its merit. Such work remains the property of the artist unless purchased and paid for.

Art contests except for educational or philanthropic purposes are not approved because of their speculative character.

There should be no secret rebates, discounts, gifts, or bonuses requested by or given to buyers by the artist or his agent.

If the purchase price of artwork is based specifically upon limited use and later this material is used more extensively than originally planned, the artist is to receive adequate additional remuneration.

If comprehensives, preliminary work or additional photographs from an assignment are subsequently published as finished art the price should be increased to the satisfaction of artist and buyer.

If preliminary drawings, comprehensives, or photographs are bought from an artist with the intention or possibility that another artist will be assigned to do the finished work, this should be made clear at the time of placing the order.

The right of an artist to place his signature upon artwork is subject to agreement between artist and buyer.

There should be no plagiarism of any creative artwork.

If an artist is specifically requested to produce any artwork during unreasonable working hours, fair additional remuneration should be allowed.

An artist entering into an agreement with an agent or studio for exclusive representation should not accept an order from, nor permit his work to be shown by any other agent or studio. Any agreement which is not intended to be exclusive should set forth in writing the exact restrictions agreed upon between the two parties.

All artwork or photography submitted as samples to a buyer by artists' agents or studio representatives should bear the name of the artist or artists responsible for the creation.

No agent, studio, or production company should continue to show the work of an artist as samples after the termination of the association.

After termination of an association between artist and agent, the agent should be entitled to a commission on accounts which he has secured, for a period of time not exceeding six months (unless otherwise specified by contract).

Examples of an artist's work furnished to an agent or submitted to a prospective purchaser shall remain the property of the artist, should not be duplicated without his consent, and should be returned to him promptly in good condition.

Interpretation of this code shall be in the hands of the Joint Ethics Committee and is subject to changes and additions at the discretion of the parent organizations.