

## **The Institute of Designers in Ireland : Code of Professional Conduct**

The Institute of Designers in Ireland is the professional body representing the interests of designers in Ireland. It promotes the highest standards of design and design management, fosters professionalism in design and encourages designers' responsibility to their clients, to society and to each other.

### **Code of Professional Conduct**

This code aims to establish a pattern of professional behaviour for the benefit of the members of the Institute of Designers in Ireland and of those who employ their services. It aims to raise and maintain general professional standards in the design profession.

This Code is issued for the compliance of all its members in whatever capacity they work as designers - working on their own, as principals in a private practice employing both member and non-member staff, those employed by a member or non-member in private practice and designers employed in industry, commerce or the public service.

**All IDI members undertake as a condition of IDI membership, to abide by this Code and therefore shall conduct their business competently and act at all times with integrity and honesty in compliance with this code. This code applies in Ireland and abroad.**

#### **1. PROFESSIONAL RESPONSIBILITIES TO CLIENTS OR EMPLOYERS**

- (a) A member shall act in their client's interests within legal other limits outlined below.
- (b) A member shall manage projects professionally, accurately and thoroughly, ensuring that their client's projects are delivered in a manner that would be expected from a professional design company.
- (c) A member shall not work simultaneously on assignments that are in direct commercial competition without the agreement of the clients or employers concerned, except in specific cases where it is customary for the designer to work at the same time for various competitors.
- (d) A member shall treat all knowledge of their client's intentions, production methods and business organisation as confidential and shall

not, at any time, divulge such information without the consent of the relevant client or employer.

- (e) A Member shall employ reasonable safeguards in systems and practices to protect the confidentiality of project materials.
- (f) A member shall not divulge any information relating to or arising from the design commission and the work carried out in relation to it unless or until such information lawfully comes into the public domain.
- (g) IDI Members shall not sub-contract the principal design work commissioned by a client or employer to another designer or design practice without the client's knowledge and consent.
- (h) A member shall not submit work to a client that infringes on copyright owned by another third party, copies or plagiarizes others.
- (i) The Institute recommends conditions of engagement to enable a clear understanding of services and responsibilities to be established between IDI members and their clients.

## **2. PROFESSIONAL RESPONSIBILITIES TO OTHER DESIGNERS**

- (a) IDI Members shall not knowingly plagiarise the work of any other designer.
- (b) A member shall not infringe on the copyright or any other designer or third party.
- (c) A member shall not knowingly accept any professional assignment upon which another designer has been acting without notifying the other designer.
- (d) A member must not attempt, directly or indirectly, to supplant another designer already engaged on a project nor must he compete with another designer by means of a deliberate reduction of fees or by other unfair inducements.
- (e) A member shall not charge nor receive a fee, neither make nor receive a gift or other benefit, from a fellow member, in recognition of a recommendation to a post or an assignment.
- (f) A member must be fair in criticism and shall not denigrate the work or reputation of a fellow designer.
- (g) A member shall not accept instructions from their client which knowingly involve plagiarism.
- (h) A member, when not the sole author of a design, shall accurately state the scope and nature of their role in connection with designs for which they claim credit. Professional contributions of their employees,

employers, professional colleagues, and business associates must be credited.

- (i) A member, shall not, without the permission of their employer or partner, remove designs or drawings, or other materials relating to the employer's work, whether or not performed by the designer.
- (j) A member, shall not unreasonably withhold permission to copy or remove designs or drawings, from a departing employees or a colleague that are not confidential.

### **3. PROFESSIONAL RESPONSIBILITIES TO THE WIDER COMMUNITY**

- (a) A member shall not act in a way contrary to the honour and dignity of their profession.
- (b) A member accepts a professional obligation to further the social, environmental, accessibility, health and safety and aesthetic standards of the wider community.
- (c) A member shall not consciously assume or accept a position in which their personal interest conflicts with their professional duty
- (d) A member shall have due regard to environmental, economic, and cultural implications their work and endeavor to minimize any adverse impacts either directly or indirectly
- (e) A member shall embrace the conservation of energy in their work and practice including the recycling of used products, packaging and materials.
- (f) A member shall always act fairly and impartially between contracting parties or when selecting suppliers or contractors.
- (g) A member shall respect the wider creative communities, with specific regard to copyright for illustrators, copywriters, photographers and other creatives, respecting licensing laws in software and font usage by using only legally bought software and fonts.

### **4. REMUNERATION**

Whether members work for a fee, salary, royalty or honorarium must ultimately depend upon the circumstances.

- (a) A member shall not undertake any work at the invitation of a client or employer without payment of an appropriate fee or payment. Design fees shall reflect the time and effort involved in the commission to which they relate.

(b) A member shall not use the offer of reduced charges to gain an advantage over their fellow IDI members to obtain work or some other professional benefit.

(c) A member may at their discretion act at their own cost on behalf of voluntary, not-for-profit organisations or for a registered charity, provided that by so doing they gain no advantage over a fellow member.

(d) Before undertaking any project or assignment, an IDI member shall:

- inform the client in writing of the scope of work to be carried out.
- define exactly and comprehensively to the client the basis on which their total fee is based and will be calculated.
- disclose to the client any interest of the member which may have a bearing on the commission; and
- obtain the agreement of the client to pay such fees and/or charges as shall be agreed or on such basis as shall be agreed.

(e) A member who is associated with any company, firm or business that may commercially benefit from any recommendations made by him in the course of his work shall notify his client or employer of this fact in advance.

(f) Where it is common practice for designers, purchasing or acting as buyers for their clients, to benefit from discounts offered by the trade, the Institute regards such a practice as permissible.

## **5. GENERAL**

Members shall not, in the conduct of their professional practice, knowingly or unknowingly violate the law; nor offer or accept inducements to further their careers, by engaging in work where the aim or result is misleading, deceptive, or false by intent or substance.

(a) Any members' advertising or publicity material must contain only truthful factual statements. Members may publicise their services via print media, digital media etc., but only in a manner which is legal, decent, honest and truthful. All advertising and promotion must be fair to clients and other designers.

(b) Members may allow their clients to use their names for the promotion of their projects or services, where the member had provided designs as part of a service to that client.

(c) A member shall not allow his name to be associated with the realisation of a design which has been so changed by the client that it is no longer substantially the original work.

(d) A member who employs the services of an agent e.g. a PR consultant to promote their services, must ensure that their agents observe these general rules and that they also act with propriety and are compliant with this Code.

### Compliance and Disciplinary Action

- **The Code of Professional Conduct is mandatory**, all IDI Members are expected to comply, a breach of the Code is grounds for suspension or expulsion.
- Any questions arising from the interpretation of this Code may be referred to the Council which has empowered its Membership Committee to question any member thought to be acting in a manner contrary to the Code.
- This may result in disciplinary action.
- Council may as a result of the Committee's report, reprimand, suspend or expel that member from the IDI.
- Should a member be dissatisfied with the Committee's findings he/she has the right to appeal directly to Council, through the Honorary Secretary.

*If you deem that an IDI member has appeared to have breached the Institute's **Code of Conduct**, please bring this matter to our attention by email. This will be investigated and dealt with in a confidential matter by the Membership Committee of the IDI, appropriate action will follow.*

The IDI will not be party to or become involved in matters before the courts.