

*A Bill Of Rights
For Creative Suppliers and Their Clients*

Consultation. Except in unusual circumstances, a creative firm should make one free, introductory visit to a prospective client. Subsequent calls should be part of a billable assignment, unless both parties agree otherwise.

Speculative work. Client organizations should not ask for work to be done “on speculation”—i.e., to have the assignment contingent on approval of the work. Speculative work is subject to widespread abuse, increases prices, and is otherwise unprofessional.

Estimates and proposals. When sufficient information is provided, creative firms should be expected to prepare a written estimate or proposal of a project schedule, costs, and terms and conditions. When sufficient detailed information is not provided, it is the obligation of the creative firm to say so. If information is unavailable, pricing should be based on an hourly rate with frequent reviews of time expended. No project should be started without a signed acceptance of the estimate or proposal, or a purchase order authorization.

Billing. The client organization should expect that the price on an estimate or proposal, plus additional expenses and taxes, will be the invoiced price unless otherwise appended, verbally or in writing, before invoicing.

Confidentiality. The client organization should expect that any information or material provided will be treated confidentially, and that all reasonable efforts will be taken to safeguard it. If requested, the creative firm should willingly sign a nondisclosure agreement.

Conflict of interest. Creative firms engaged in advertising and public relations should not have two clients who are directly competitive. It is acceptable for firms engaged in other types of projects to work with competitive clients, but usually not simultaneously. Where there is concern about conflict of interest, it is the responsibility of the creative firm to ask the first client if it is permissible to also accept the work of a competitor.

Working arrangements. Unless otherwise stipulated, every project should be considered as comprising two equal sections: 1) product specifics, market, objectives, and budget are the responsibility of the client; 2) conceptual approaches, creativity, management, and production expertise are the responsibility of the creative firm.

Submissions. It should be the responsibility of the creative firm to provide what, in its professional opinion, is the best solution to the client’s problem or opportunity. Similarly, it should be its responsibility to follow the objectives, input, criticisms, and comments of the client closely.

Ownership. Unless otherwise indicated (often the case for illustration and photography), the output of the creative firm becomes, after payment, the property of the client organization. However, all preparatory materials (sketches, unaccepted concepts, computer disks, films, plates, etc.) remain the property of the creative firm.

Nonuse. In accordance with accepted professional services practice, the client organization is financially obligated for work done, whether or not it is utilized. In the event of dissatisfaction, the creative firm should resign at the earliest possible date and make an effort to find another firm to continue. The creative firm should only invoice for the time actually spent, not the amount of the original assignment estimate.