



**The Designer and Pro Bono
(prepared by Doowah Design
Inc. with Deschenes Regnier)**

**Professional Practice
Series #3**

Pro Bono

Initial analysis of potential pro-bono project:

- Pro-bono by definition is “for the common good”. Is the project under consideration pro-bono by definition?
- Would you consider any client who pays 50% or less pro bono?
- Is it work for a not-for-profit?
- Is there a merchandising component to this project?
- Will the Project generate funds for the client? For what purpose? And if funds are raised, discuss potential royalties and any future applications.

Things for Designers to consider before agreeing to provide a partial or full donation to a project:

- Does the project provide a creative outlet for the Designer?
- Is it a project/cause that the Designer wishes to donate to?
- Does the client who is requesting the donation have an ongoing working relationship with the Designer?
- Has the client requested donations in the past?
- What is the Designer’s present work schedule?
- Is the Designer already involved in another pro-bono project at this time?
- Has the Designer set and/or completed the donation quota for this month/year.

- Always provide the client with a quote of what the project is worth and what the reduced fee (if any) will be before the beginning of the project.
- Provide Terms of Engagement with the quote.
- If the project is contra, any exchange of goods or services is to be based on equal value at full retail pricing.
- Is everyone else involved donating their services? (i.e. film house, printer, paper, etc...)
- The Designer will accept the same treatment as other suppliers. If other suppliers are donating 10%, the Designer will donate 10%.
- The Designer may consider an application form for clients to fill out with the above information for consideration. The form would also include questions about project, scope, organization, budget, fundraising expectations, time line, etc...



This document should be presented to the client with a copy of Terms of Engagement.

TERMS OF REFERENCE

If a partial/full donation is being considered, The Designer and the client would work within the following parameters (in addition to those set out in the Terms of Engagement Agreement);

- The client and the Designer would sign a Terms of Engagement and Royalties agreement.
- Quotes cannot be prepared and work cannot begin before the Designer has received the following information:
What is the scope of the project?
How many pieces?
How much time is involved?
What resources are required?
What is the production schedule and deadlines?
- The Designer would retain more creative control over the visual content and look of the piece.
- Ownership stays with the designer. The project may not be modified in the future without permission from the Designer.
- Designer reserves first right of refusal on revisions and future applications of design.
- The Designer shall be consulted as to how they would like to be acknowledged for any given project.
- If for any reason the project is revised by someone other than the Designer, the Designer's credit will be removed.

- If there is a disagreement that cannot be resolved, both the Client and the Designer reserve the right to withdraw from the project with written notice in reasonable time.
- A full list of pieces required must be supplied by the client and agreed to in advance. Fees for pieces added after the agreement will be at the discretion of the designer.
- A production schedule must be in place. Sufficient notice must given for presentation mocks or revisions. Turn-around times for donation work can not be as short as clients paying full fees. Donation projects may be "bumped" by other projects, although once a schedule is agreed to by both parties, the Designer will meet final deadlines.
- Donation is for design services only. Any out-of-pocket expenses are to be reimbursed.
- Client is to source all other supplier donations. Suppliers should be designer approved.
- The Designer will accept the same treatment as other suppliers.(e.g. If they are donating 10%, the Designer will donate 10%).
- All donated design work will take place during regular business hours, as designated by the Designer.

- Text must be provided on disk and other materials, such as photographs, provided in a suitable form for scanning. The Designer is to receive final approved text and all other materials before work can begin on the project.
- Changes and corrections to client approved text must be kept to a minimum. No more than 2 sets of author's alterations.
- The client must be accept that the project may include "sweat equity" on the part of the client.
- The client would assign one representative to liaise with the Designer. The Designer will not accept calls from any anyone else with changes or revisions.
- Client liaison will be empowered to make decisions. Otherwise costly delays may be incurred.
- No strings attached. The decision by the Designer to donate is in no way based on the expectation of future work with the client.
- The Designer require samples (10-20) and tickets if an event.

This Designer is a member of the Society of Graphic Designers of Canada (GDC), a professional organization of designers, and fully supports the Code of Ethics and Standards of the GDC.