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Resourceful Designer Episode 338: Handing Over Working Files: Yes or No.

Have you ever had a client ask you for your working files? That's what I wanna talk about today. So let's get to it. Resourceful Designer episode 338, handing over working files. Yes or no?

Let's talk about final files and sharing them. Has that ever happened to you? I mean, if you're in this industry long enough, at some point, a client will ask you for those files. Go into any Facebook group or forum or community that deals with graphic design and just do a search for final files or working files. And you'll see this question asked over and over. And the funny thing is there's no real right answer to it. Everybody has an opinion. If you look through the comments that are left on these questions, some people will say, well, I just hand them over.

It's no problem. Other people, it's like, no. I'll never hand over my working files. And other people, it's like, sure. But you should charge for them. And then there's the debate of how much you should charge for them. So there really is no right or wrong answer when it comes to handing over your working files. However, there are many things you should be considering if this situation does come up.

Now the first thing you wanna take into account is copyright. Most laws, doesn't matter where you are in the world, have some basic provisions. And one of them, which is common throughout the world, is that the author of any artistic work, and design includes artistic work or artistic work includes design, is that the first owner of the copyright is the person who created the works. And that means unless you formally stated it in your contract that everything gets transferred to the files, they're yours. You own those files, not the client. And you are under no obligation to hand any of those working files over to a client. However, even though legally they're yours and you are under no obligation, some people say they feel pressure. It's almost like, you know, the client will leave them or won't like them if they don't agree to the client's wishes.

And that could put you in a difficult situation. So here's my recommendation. First of all, you should be working with a contract. If you're not, this is a great opportunity to start because this is something that you can cover in your contract. You can put in a clause, put in some sort of statement, a paragraph, a sentence even, that states that what the client is hiring you for is the final piece. You will hand over the final file and that stuff will get transferred over to them. In some cases, copyright doesn't even have to be transferred unless it's the case of, say, a logo where, yes, you wanna transfer copyright of a logo over to the client. But in most cases, you might not have to.

The client just needs to use the final piece, but you can retain the copyright. But it should be stated in your contract that all they're entitled to is the final file, not your working files. And if you lay out that groundwork and they sign the contract, then you're covered. If a client comes back and asks you for your working files, you can just say, well, I'm sorry, but you signed a contract and in the contract it states that the working files are mine and I don't have to hand them over. So if you're not already using a contract, this is a great opportunity to start and to include this sort of clause. But here's the other thing you wanna consider. As a designer, you have invested a lot of time in developing your own workflows, your own processes, and streamlining the way that you create things. Every designer does stuff a little bit differently, and that's what makes each one of us unique.

And these processes, these flows, these way you do things are what make you so efficient at what you do. And your work-

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ing files are a reflection of the processes that you have developed over the years, which means that they could kind of be considered your competitive advantage over other designers. So one way to get out of this situation if a client asks you for your working files is to just politely tell them, decline, and say that, you know, these files took me several hours to put together, Not to mention several years of experience in order to know how to put them together. And I put them together in a particular way that I understand. It's my working procedure. And I did that in a way so that I would be able to alter the files, do anything I want with them in the future. And that is proprietary information not something I feel comfortable handing over. Now will this upset the client? There is a possibility.

However, if you word it in such a manner, they should understand where you're coming from even if they are not happy with the decision. Because you gotta think of your working files as your own personal templates that you've developed. And those are a resource that you have that you need to protect. It's like if you hired a cabinet maker to build some sort of furniture or cabinet or something for you, you wouldn't ask the cabinet maker for all the jigs and all the the other things that they use in the process of making the final cabinet. Well, the same applies to design. A client shouldn't be asking the designer for the files and all the methods that they used in order to create the final piece because they only really hired you for that final piece. Now in some cases, you may wanna have a little conversation with the client if this situation comes up. Because in some cases, it's not actually the working files or let's say it's a photoshop document.

It may not be the layered files that they actually need. So before you get all gung ho or all defensive about this situation, ask the client, what is it you're actually looking for? What do you need these files for? I had situations before where the client said, well, we need, to change up some type or we wanna do this internally where, you know, we have a different address and we're gonna change the address because we want the same brochure but used for different locations. And for some reason, they hadn't told me that upfront. They wanna do that themselves. Well, that was easy enough. Instead of giving him the working files, I gave them a, for lack of a better term, a flattened file. So it was the complete file, but I just left the part where the address was blank. In this particular case I'm thinking of, it was, the company had independent agents, for lack of a better term, that would work for them.

So the agents would want their name on the flyer that they were handing out. So we left it blank with an area that the company could then just quickly fill in the agent's name and provide the agent with that file for them to print themselves. So in that case, they didn't need the working files. They just need a file that was prepared for what they needed to do. I had another instance where a client asked me afterwards if they can have all the working files. And when I asked, why do you need these working files? They had a I I guess it's a legitimate concern. They were worried that they were working with me, a one man show, a person who's running, you know, a solo business here, what happens if something happens to me? If I was to get hit by a bus or, you know, whatever reason, they would be out. They would lose those files.

And when I talk to the client and explain that I actually have a contingency plan in place for that, should something happen to me, they would be contacted by another designer who could take over the project, then they were fine. They said, okay. If that's the case, you're already taking care of it. We don't have to worry about holding on to these files and not losing them ourselves. They just wanted that peace of mind knowing that, you know, their work wouldn't be lost should something happen to me. And I could appreciate that and we were able to remedy that just with a little bit of conversation. Now, are there times that you should hand files over or or do? Again, it's up to you. I had a situation.

I had a long time client. It was our local tourism office, and I did stuff for them for years. I was the only designer design-

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ing for our tourist industry. But at some point, the city received a grant that allowed them to hire an internal designer. And they told me that, you know, sorry, Mark, but we've hired this internal designer. Is there any way we can get those files? Because of those files, we were constantly going back and updating things and and fixing things and that. And they asked if there's any way because, you know, now that they had an internal designer, they were gonna handle it internally. And in this case, it was a really good working relationship with this client.

Not to mention the person, my lead contact there, was also my contact for several other businesses. She ran some other business. She knows some other people. So she was a really good source of clients for me. So I didn't contest this one. And I actually burnt every file I had on them onto DVDs at the time. That's how long ago this was. Burnt them onto DVDs and delivered them.

But the thing is is they had an internal designer. They kept them there for 2 years. She took care of everything they needed. But then after that, the grant money ran out and they decided not to keep her on. And when she left, they asked me, Mark, do you still have all our files? And it's like, I sure do. Okay. Well, we need you to do this. And they came back to me.

So that's a situation that actually helped me. I handed everything over, and it was great. Now one thing you have to take Cotes, if you do hand over files, is that licenses are not as easy to transfer as just files. So in some situations, if you're gonna do that, you would have to tell the client. It's like, I can give you the files, but I cannot provide you with the fonts or these other things, these other assets. You have to buy those on your own. And I've provided clients with links saying, here's the font that we use. Here's your the font we use on all your stuff.

You have to go buy this font if you wanna be able to access or edit these documents. The same thing with stock imagery. Stock imagery is a little funny. If you use an image in a design and you give that final design to the client, they have the rights to that image. But they only have rights to that image in so far as in that design. They can't take that image out and use it on something else that they do on themselves because they don't have the license to it. You have the license to that image. Unless the client purchased it outright and then let you design something with it.

But in most cases, you retain the right to that image. So they can use it in the design that you created for them, but they can't use that image anywhere else without purchasing their own license for it. Or in some cases, maybe you bought an image to use on something, and then you ended up switching to a different image. And then the client wants that other image that wasn't used because they have another use they can use it for. That's a lot of uses of the word use, I guess. Anyways, in that situation, again, they can't because the license is yours. And, yes, there are ways to transfer license is over, but it gets very complicated. You would have to tell them, like, here, this is where I purchased it.

You have to go purchase it yourself. I can't transfer the license. So be aware of that that if you are gonna transfer all your files, your working files over, that certain licenses for things are much more difficult to transfer than just saying, here you go. And if you decide to just forego that and say, okay, here it is. Here's the fonts. Here are the the images. Just know that it could come back on you should something ever happen, and it's contested. If the owner of the font decides to inquire or contact them and say, can we see your license? You're using our font.

Can we see your license? And they don't have it and they say, oh, well, the designer gave us the font. Then you're culpable

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for that. And I know you're probably thinking, well, that doesn't really happen, but it actually has. I was contacted by the foundry or the designer of a font called Brophy Script. And I had used it on a design on something and they contacted me and asked me, like, do you actually have a license for this font? Now I did. I had purchased that font specifically for a specific client and I was using the font for that client only. And I was able to provide them. I said, yes.

Here's the license for the font and everything was fine. But I actually had a and and again, I don't remember if it was the foundry or the designer or whatever, but they reached out to me to ask to see my license. Now going back to what I said earlier about all these conversations that you would see in forums and and groups and communities, some designers say, well, if you're gonna do this, you should charge them. There should be a premium fee. You shouldn't just take the time to hand over these things. And there's no precedent for this. There's no right or wrong answer. The time that I handed the brochure to a client because they they needed the the they were gonna update the names of their salespeople on their own, I didn't charge them extra extra for that.

It was an easy fix. It was just like create a PDF and leave this one section off. So it took me less than a minute to do and I sent it off to them and they were happy. But in the case where the tourism office asked me for all the files for their their jobs over the over the past several years, I charged them for the time it took me to gather all that stuff up, put it all together, burn it to a Des, and deliver it to them. So that one there, I Des charge them for it. But I have no preference one way or the other. And again, there's no precedent in the industry on whether you should be charging or not. Just like there's no precedent on whether or not you should be handing the files over.

Some people just say, what's the big deal? Hand them over. It'll make the client happy. And some people are are like, no. Don't hand it over. It means they can go find another designer and leave you. Well, the argument there is if they are asking for the files because they wanna go find another designer, then are they really a client you want? Chances are they're gonna go find another designer regardless. Even if you refuse and you say, no. I'm not handing over the files, They may say, well, that's it.

We're gonna you know, we were thinking of gonna find another designer. We'll go do it anyways. But just because you hand over the files and make them happy, doesn't mean they're not gonna go find somebody else either. And I already touched on copyright. And copyright applies mostly when it comes to logos or commissioned work, maybe. But even commissioned work, if you're an illustrator and then you they commission you to do something, they're commissioning the final piece. But you can still, according to your contract, you could give them the reproduction rights, the usage rights, but you can still retain the copyright. Meaning, they can't then turn around and sell this to somebody else or provide it to another designer in that case.

I remember a project years ago. It was a a local area map, and another designer had designed this beautiful beautiful map and he had actually closed up shop. He had gone and he was working for another organization as an internal graphic designer for them, not an agency. It was a a business and he was doing their design. And I had taken over the project. And because of the map he had designed, I had to contact him. Now I knew him previously. We had we had been, we had known each other.

We had been cordial and and, I respected him as a designer and he respected me. And I reached out to him and I I asked him. I said, can you send me something that transfers the copyright of that map? Can you release that to me because I'm

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gonna be making some changes to it and doing some stuff with it and I just wanna cover myself. And he was okay with that. He sent me a letter detailing that, you know, he was transferring the copyright of the map he had designed to me and that from this point forward, I was the one that had the copyright. I was the one that I could do whatever I want with that map, and he was fine with that. So copyright is something to take into consideration. And again, that should be in the contract.

Are you transferring copyright? In the case of a logo, most times in the case of a logo, once the the design is finalized, you transfer the copyright to the client and the client can do whatever they want with that logo. But again, that's just the final logo, not necessarily the working files for them to do other stuff. In that case, they would have to come back to you if they need alterations done to the logo. But the final piece, that could be transferred to them. Now just, this is kind of a side note to go on with that. If you do, for some reason, transfer copyright in the case of a logo and you're transferring and your contract states that, you know, upon final approval, final payment, the logo and the copyright ownership transfers to the client, make sure you have a clause in your contract that states that you are still allowed to use that as a promotional item. That you are, retaining the rights to use it in your portfolio, to display it, to do whatever with it even though you're transferring them the copyright. Because you don't want them to come back at at you afterwards if you transfer them the copyright of the the logo.

They come back to you and say, hey. You know, you're in violation. You're using our logo to promote yourself even though you were the original designer. Make sure you include that in your contract that you retain the right for display purposes and promotional purposes to use their copyrighted material. So as I said at the beginning, there really is no right or wrong answer when it comes to handing over your working files. I'm of the mind that, no, the client shouldn't have them. As I said at the beginning, the way I put a file together is maybe different than the way you would put a file together or some other designer would put the file together. And the way I put the file together is the results of years years of experience and of skill that I've attained in order to create that file.

And I don't feel like I should give that over to the client, especially if they're gonna hand it to another designer who, you know, may dissect what I did. It's kind of, you know, I I maybe it's being a little petty, but, you know, you're proud of the work you Des, and you're proud of the methods that you have or or that you've developed in order to get to where you are. So no. I don't personally like handing over my files. But as I mentioned, I have in a couple of instances. Sometimes Cotes a revised version. Actually, most of the time, it's a revised version. Very few times, I actually the only time I could think of is is the that tourism office.

And the only reason I handed it off to them was, as I said, my main contact there was also she was the on the board of directors for several other things, and she had a couple of companies herself that I was like, she was my client for all of these other things. So, you know, I kind of didn't wanna alienate her in that sense because of all this other work I was getting from her. Plus, we had such a good relationship with the tourism office that I knew if something ever happened, and that was the case. 2 years later, when the grant money ran out and they didn't wanna to pay for the designer anymore, they let her go and they came back to me. So it all worked out in the long run. And in that case, I ended up getting the files that she created. Now in that situation, she didn't own them. The tourism bureau or office owned them because she was under their employ, but they freely gave me all of those files for me to continue working with.

So I guess what I'm saying is there is no right or wrong answer. But should you ever find yourself in this situation where a

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client reach out to you and asks you for your working files, the first thing I want you to do is ask them what they need them for. In a lot of instances, they don't actually need the working files. They need something else or a variation. Or in the one case that I mentioned, they just wanted it to protect. They wanted to have it in case something happened to me. So reach out to the client and find out why they need them. And in most cases, you'll be able to remedy it right there.

And if they actually do, it is the actual working files that they're looking for, then you can give them that argument that, you know, you took years years of experiment and expertise in order to create those files and they're proprietary, you don't feel comfortable handing them over. And see. And if the client is gonna argue with you and insist in all this stuff, then maybe they're not the right client for you. And that's up to you to decide. So I know I didn't give you a solid answer on what to do in this situation, but I hope I gave you enough to ponder. Some stuff to think about. Maybe some steps for you to take, add a clause to your contract if you don't already have it. And just know that should this situation ever arise, there are options for you.

And those options don't always include alienating the client. So that's what I wanted to talk about today.