



**GRAPHIC DESIGNERS OF CANADA** NATIONAL SECRETARIAT  
**DESIGNERS GRAPHIQUES DU CANADA** SECRÉTARIAT NATIONAL

ARTS COURT, 2 DALY AVENUE  
OTTAWA, ONTARIO CANADA K1N 6E2  
1.877.496.4453  
**GDC.NET** | @GDCNATIONAL

## CGD™ Application Form

► For more information see [www.gdc.net](http://www.gdc.net)

### THE NATIONAL SOCIETY

The Society of Graphic Designers of Canada (GDC®) is a member-based organization of design professionals, educators, administrators, students and affiliates in communications, marketing, media and design-related fields.

Founded in Toronto in 1956 as the Society of Typographic Designers of Canada, the Society evolved into a national association by 1974 and was granted a Federal Charter in 1976.

The GDC has been an advocate, voice and resource for Canada's graphic and communication design profession. We are the national certification body for graphic and communication design in Canada promoting high standards of visual design and ethical business practices. The GDC® licenses the CGD™ certification mark to qualified graphic and communication designers while promoting high standards of visual design and ethical business practices nationally. Through the media, publications, seminars, events, conferences and exhibits, the GDC builds awareness of graphic design and its essential role in business and society.

The Society's objectives are to promote high standards of graphic and communication design for the benefit of Canadian industry, commerce, public service, and the public. The significance of these objectives for Canada's standing as a trading nation and for the quality of our environment cannot be over-emphasized. In private practice or salaried employment, in education or public service, its members subscribe to the objectives, goals and Code of Ethics and Professional Conduct of the Society and are concerned with design as a way of life and livelihood.

### THE CHAPTERS

The GDC community is made up of regional chapters and affiliates which deliver vibrant activity at the local level. You can find the region in Canada that is closest to you where you will find events, what's new, and local support for professionals and businesses.

Any person who works or lives in Canada but is outside the geographic proximity of an existing chapter is eligible to apply to become a Member at Large in any category of membership. This membership is also available to Canadian citizens who are working outside of Canada.

GDC Arctic (Yellowknife, NWT)  
GDC Alberta North (Edmonton, AB)  
GDC Atlantic (Halifax, NS)  
GDC Alberta South (Calgary, AB)  
GDC Manitoba (Winnipeg, MB)  
GDC British Columbia (Vancouver, BC)  
GDC Saskatchewan North (Saskatoon, SK)  
GDC Vancouver Island (Victoria, BC)  
GDC Saskatchewan South (Regina, SK)  
Members at Large

### CGD™ CERTIFICATION \$300 ANNUALLY

CGD™ certification is licensed to a practicing designer who has completed at least seven years, in total, of combined graphic/communication design education and/or professional practice, and whose work and professional integrity are of acceptable standards. Applicants must submit an application and resume as well as undergo a confidential portfolio/case study review. Practicing web and new media designers are eligible to apply for CGD™ certification. Also included in this category are professional



design educators and design administrators whose applications are reviewed and approved by the Chapter or National Executive and found to meet the standards for CGD™ certification.

N.B. A three- or four-year course of studies in graphic/communication design is recommended, but not required.

## CGD™ Certification

### APPLYING FOR CGD™ CERTIFICATION

The Chapter Membership Chair is responsible for maintaining contact with potential members and is your contact throughout your application process.

Applicants for CGD™ certification may apply first as a Member in order to receive immediate benefits and later upgrade.

### PORTFOLIO/CASE STUDY ORIENTATION

An online portfolio/case study orientation session will be available soon. In the meantime, we recommend attending a chapter portfolio/case study orientation session if you plan to submit your portfolio/case studies. This session ensures that you understand the criteria on which your portfolio/case studies will be vetted.

### THE PORTFOLIO/CASE STUDY REVIEW PROCESS

The portfolio/case study review process ensures that the GDC maintains excellence and high standards for the Society. The Chapter Membership Chair will be your contact throughout the application and review process. The Membership Chair and the Portfolio/Case Study Review Chair are the only GDC members who will know your name and will work in strict confidence to protect applicants identities while being vetted.

To protect your anonymity in the portfolio/case study review process, please do *NOT* display any names or contact information anywhere in the portfolio submission.

The Portfolio/Case Study Review Committee is comprised of six CGD™ certified members of the Chapter, three of whom will review your portfolio in confidence as Standards Officers.

- The process of submission involves delivering your portfolio/case studies to a location designated by the Chapter Membership Chair.

- The Chapter Membership Chair will review the submitted portfolio/case studies and ensure all required materials are present. All personal information is masked and prepared for review.

- Three members who are CGD™ certified and sit as Standards Officers for the term meet to review your portfolio/case studies in confidence. They will not discuss your work until all scoring is completed. Once completed, the Officers may discuss issues that have arisen while vetting the work. Should an issue require a further vetting to assure fairness, the Chapter executive (only members who are CGD™ certified) will review the portfolio/case studies and make a recommendation by consensus.

- Your portfolio/case studies scores are tallied by the Portfolio/Case Study Review Chair and given to the Chapter Membership Chair. If the portfolio/case studies have been accepted by the Standards Officers, the Membership Chair will contact your references to confirm your qualifications and work.

- Should a portfolio/case studies be deemed incomplete or inadequate for CGD™ certification, the Chapter Membership Chair will contact the applicant and make suggestions on how best to pursue CGD™ certification. In some cases, applicants have simply not prepared their portfolio/case studies appropriately.

- Should you receive a Request for Re-submission, the Chapter Membership Chair will explain what components of the portfolio/case studies did not meet the necessary requirements.

### PORTFOLIO/CASE STUDY CRITERIA

Your portfolio/case studies will be vetted on the following information:

#### Strategy

Appropriateness of concept, ability to articulate concept, ability to articulate solutions. Craftsmanship of how well the strategy was implemented, whether strategy met objectives and goals and whether it achieved the desired outcome.



### Typography

Appropriateness of font, weight, size, emotion, interpretation. Craftsmanship in use of hierarchy, readability, kerning, leading, use of grids, typographic rules.

### Use of Imagery

Appropriately support the concept, is an appropriate choice of visual components, ease of use with typography. Craftsmanship in placement of imagery, colour choices, contrast, execution and size.

### Implementation

#### *Print media:*

Appropriateness of size, format, colour, media, paper, inks, printing techniques, print quality and marriage of materials to the concept. and bindery with consideration for audience.

#### *Electronic media:*

Supports fast loading for websites as appropriate. Craftsmanship of layout, spelling, format, Information is intuitively accessible quickly, easy to use and well organized. Compatibility with browsers is successful as outlined in requirements.

### Presentation

Appropriateness of format used to make submissions accessible with consideration to format, size, context, materials, functionality and diversity of work. Craftsmanship for presentation should be present in labeling, mounting, cutting and taping.

Designers submitting portfolios/case studies that include print media should provide a sample of the final product wherever possible. Hard copy outputs are acceptable, however, the applicant must ensure they are of adequate size, quality and clarity to be easily evaluated against the Portfolio/Case Study Criteria.

Website and new media samples must include a list of active and/or functional URLs and colour printouts of screen captures (i.e. key interfaces or presentations).

If display materials are presented they should be

in photograph form with actual sizes included.

The following scoring system will be used to rate the portfolio: 1. Not acceptable; 2. Nearly acceptable; 3. Acceptable; 4. Above average. Your overall score must be over 60% to pass the portfolio/case study review.

**Questions?** Please feel free to contact your Membership Chair or contact the National Membership Chair:

Marga López CGD

Email: [membership@gdc.net](mailto:membership@gdc.net)



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## CGD™ Application

### ▶ CHECKLIST FOR JOINING:

#### **CGD™ Certification**

Practising Designers must submit:

- application form
- seven (7) samples of published work that represent your work
- rationale for each submission
- detailed resume
- names of two references
- signed licensing agreement
- annual fee

Design Administrators or Design Educators must submit\*:

- detailed resume describing your professional history
- academic papers or business plans as work examples
- signed licensing agreement
- annual fee

**Fees are due annually, determined by original date of membership acceptance.**

**We look forward to your involvement in the GDC.**

Please contact your local membership chair for information on where to send your case study submission.

**Atlantic Canada:** membership.atlantic@gdc.net

**Quebec, Ontario & International:** mal@gdc.net

**Manitoba:** membership.mb@gdc.net

**Saskatchewan North:** membership.skn@gdc.net

**Saskatchewan South:** membership.sks@gdc.net

**Alberta North:** membership.abnorth@gdc.net

**Alberta South:** membership.absouth@gdc.net

**BC Mainland:** membership.bc@gdc.net

**Vancouver Island:** membership.vibc@gdc.net

**Arctic Territories:** membership.arctic@gdc.net

### **PROFESSIONAL SPECIALTIES**

Check all that apply. Please note that the Standards Officers will consider your specialties when vetting your portfolio/case studies.

- administration
- advertising design
- animation
- art direction
- audio visual
- book design
- cartography
- corporate identity/branding
- copy writing
- creative direction
- display design
- editorial design
- education
- environmental design
- exhibit design
- film design
- graphic design
- illustration
- information design
- management
- multimedia/digital design
- packaging design
- photography
- production planning
- signage design
- typography
- wayfinding
- website design
- other (*please indicate*)



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## CGD™ Application

► **First Name of Applicant**      **Initial**      **Surname**      **Position/Title**

\_\_\_\_\_  
Your name as you would like it to appear on your membership certificate (please write name in upper and lowercase letters)

\_\_\_\_\_  
Home Address\* (  Use this as my primary address)

\_\_\_\_\_  
City      Province      Postal Code

\_\_\_\_\_  
Telephone      Fax Number      E-mail address

\_\_\_\_\_  
Company Name       Employer       Self Employed/Owner

\_\_\_\_\_  
Work Address: (  Use this as my primary address)

\_\_\_\_\_  
City      Province      Postal Code

\_\_\_\_\_  
Work Telephone      Work Fax Number      Work E-mail

\_\_\_\_\_  
Design School attended:      Years attended (from - to)

\_\_\_\_\_  
Degree/Diploma

\_\_\_\_\_  
Major Courses

### References

The following two GDC members are familiar with your qualifications. If no GDC member is familiar with your work, please provide references that can attest that your work and professional integrity are of an acceptable and appropriate standard.

\_\_\_\_\_  
Name      Email

\_\_\_\_\_  
Telephone      Relationship to applicant

\_\_\_\_\_  
Name      Email

\_\_\_\_\_  
Telephone      Relationship to applicant

### Authenticity Statement

I verify that the design work presented in this submission is my work unless otherwise noted and that all other collaborators have been credited.



**Acceptance of Code of Ethics**

I have read the GDC Code of Ethics (available at [www.gdc.net](http://www.gdc.net)) and I accept the responsibility to conduct my professional practice in accordance with this Code.

**Privacy**

I hereby grant permission for my portfolio materials to be retained for use by the GDC for promotion and education.

\*You do not have to list home contact information unless this is an appropriate way to contact you. The GDC allows one-time use of mailing labels to sponsors and allied groups for promotions of interest to members. We publish a member directory that includes the name, address, phone, fax, email and website address you provide. The GDC also promotes its members on the Internet. Contact information is stored in our national database and you have the right to access this info as well as the responsibility to keep the information current. By signing this application you agree to this usage.

I certify that all of the information herein is correct to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Application

**Payment**

Fees are due annually, determined by original date of Membership acceptance. If paying by cheque please make payable to "Society of Graphic Designers of Canada."

- Cheque  Visa  Paid online, balance due \$ \_\_\_\_\_  
 Money Order  Mastercard

\_\_\_\_\_  
Credit Card number Expiry Date

\_\_\_\_\_  
Name on credit card Signature



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## CGD™ Application

### ▶ CASE STUDY SUBMISSION 1

#### Project Title

Date of Project

Project Objective(s)

Key Audience

Design Solution(s)

#### Project Responsibilities (mandatory where applicable)

Applicant responsible for	Supplied by client/other	
<input type="checkbox"/>	<input type="checkbox"/>	Strategy
<input type="checkbox"/>	<input type="checkbox"/>	Design concept
<input type="checkbox"/>	<input type="checkbox"/>	Media selection
<input type="checkbox"/>	<input type="checkbox"/>	Logo
<input type="checkbox"/>	<input type="checkbox"/>	Copywriting
<input type="checkbox"/>	<input type="checkbox"/>	Image art direction
<input type="checkbox"/>	<input type="checkbox"/>	Type selection
<input type="checkbox"/>	<input type="checkbox"/>	Identity standards
<input type="checkbox"/>	<input type="checkbox"/>	Image selection
<input type="checkbox"/>	<input type="checkbox"/>	Graphic elements
<input type="checkbox"/>	<input type="checkbox"/>	Colour selection
<input type="checkbox"/>	<input type="checkbox"/>	Paper selection
<input type="checkbox"/>	<input type="checkbox"/>	Type implementation
<input type="checkbox"/>	<input type="checkbox"/>	CSS design
<input type="checkbox"/>	<input type="checkbox"/>	CMS selection
<input type="checkbox"/>	<input type="checkbox"/>	Pre-built templates

#### Remember to:

- Number all submissions.
- Avoid using any personal information on your submissions.
- Include screen shots with web and multimedia submissions.
- Use original printed samples wherever possible.
- For larger work use photographs and state size of original.

**When in doubt contact your Membership Chair for advice.**

### ▶ CASE STUDY SUBMISSION 2

#### Project Title

Date of Project

Project Objective(s)

Key Audience

Design Solution(s)

#### Project Responsibilities (mandatory where applicable)

Applicant responsible for	Supplied by client/other	
<input type="checkbox"/>	<input type="checkbox"/>	Strategy
<input type="checkbox"/>	<input type="checkbox"/>	Design concept
<input type="checkbox"/>	<input type="checkbox"/>	Media selection
<input type="checkbox"/>	<input type="checkbox"/>	Logo
<input type="checkbox"/>	<input type="checkbox"/>	Copywriting
<input type="checkbox"/>	<input type="checkbox"/>	Image art direction
<input type="checkbox"/>	<input type="checkbox"/>	Type selection
<input type="checkbox"/>	<input type="checkbox"/>	Identity standards
<input type="checkbox"/>	<input type="checkbox"/>	Image selection
<input type="checkbox"/>	<input type="checkbox"/>	Graphic elements
<input type="checkbox"/>	<input type="checkbox"/>	Colour selection
<input type="checkbox"/>	<input type="checkbox"/>	Paper selection
<input type="checkbox"/>	<input type="checkbox"/>	Type implementation
<input type="checkbox"/>	<input type="checkbox"/>	CSS design
<input type="checkbox"/>	<input type="checkbox"/>	CMS selection
<input type="checkbox"/>	<input type="checkbox"/>	Pre-built templates

#### Remember to:

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### CASE STUDY SUBMISSION 3

#### Project Title

Date of Project

Project Objective(s)

Key Audience

Design Solution(s)

#### Project Responsibilities (mandatory where applicable)

Applicant responsible for	Supplied by client/other	
<input type="checkbox"/>	<input type="checkbox"/>	Strategy
<input type="checkbox"/>	<input type="checkbox"/>	Design concept
<input type="checkbox"/>	<input type="checkbox"/>	Media selection
<input type="checkbox"/>	<input type="checkbox"/>	Logo
<input type="checkbox"/>	<input type="checkbox"/>	Copywriting
<input type="checkbox"/>	<input type="checkbox"/>	Image art direction
<input type="checkbox"/>	<input type="checkbox"/>	Type selection
<input type="checkbox"/>	<input type="checkbox"/>	Identity standards
<input type="checkbox"/>	<input type="checkbox"/>	Image selection
<input type="checkbox"/>	<input type="checkbox"/>	Graphic elements
<input type="checkbox"/>	<input type="checkbox"/>	Colour selection
<input type="checkbox"/>	<input type="checkbox"/>	Paper selection
<input type="checkbox"/>	<input type="checkbox"/>	Type implementation
<input type="checkbox"/>	<input type="checkbox"/>	CSS design
<input type="checkbox"/>	<input type="checkbox"/>	CMS selection
<input type="checkbox"/>	<input type="checkbox"/>	Pre-built templates

#### Remember to:

- Number all submissions.
- Avoid using any personal information on your submissions.
- Include screen shots with web and multimedia submissions.
- Use original printed samples wherever possible.
- For larger work use photographs and state size of original.

**When in doubt contact your Membership Chair for advice.**

### CASE STUDY SUBMISSION 4

#### Project Title

Date of Project

Project Objective(s)

Key Audience

Design Solution(s)

#### Project Responsibilities (mandatory where applicable)

Applicant responsible for	Supplied by client/other	
<input type="checkbox"/>	<input type="checkbox"/>	Strategy
<input type="checkbox"/>	<input type="checkbox"/>	Design concept
<input type="checkbox"/>	<input type="checkbox"/>	Media selection
<input type="checkbox"/>	<input type="checkbox"/>	Logo
<input type="checkbox"/>	<input type="checkbox"/>	Copywriting
<input type="checkbox"/>	<input type="checkbox"/>	Image art direction
<input type="checkbox"/>	<input type="checkbox"/>	Type selection
<input type="checkbox"/>	<input type="checkbox"/>	Identity standards
<input type="checkbox"/>	<input type="checkbox"/>	Image selection
<input type="checkbox"/>	<input type="checkbox"/>	Graphic elements
<input type="checkbox"/>	<input type="checkbox"/>	Colour selection
<input type="checkbox"/>	<input type="checkbox"/>	Paper selection
<input type="checkbox"/>	<input type="checkbox"/>	Type implementation
<input type="checkbox"/>	<input type="checkbox"/>	CSS design
<input type="checkbox"/>	<input type="checkbox"/>	CMS selection
<input type="checkbox"/>	<input type="checkbox"/>	Pre-built templates

#### Remember to:

- Number all submissions.
- Avoid using any personal information on your submissions.
- Include screen shots with web and multimedia submissions.
- Use original printed samples wherever possible.
- For larger work use photographs and state size of original.

**When in doubt contact your Membership Chair for advice.**





**CASE STUDY SUBMISSION 5**

**Project Title**

Date of Project

Project Objective(s)

Key Audience

Design Solution(s)

**Project Responsibilities (mandatory where applicable)**

Applicant responsible for	Supplied by client/other	
<input type="checkbox"/>	<input type="checkbox"/>	Strategy
<input type="checkbox"/>	<input type="checkbox"/>	Design concept
<input type="checkbox"/>	<input type="checkbox"/>	Media selection
<input type="checkbox"/>	<input type="checkbox"/>	Logo
<input type="checkbox"/>	<input type="checkbox"/>	Copywriting
<input type="checkbox"/>	<input type="checkbox"/>	Image art direction
<input type="checkbox"/>	<input type="checkbox"/>	Type selection
<input type="checkbox"/>	<input type="checkbox"/>	Identity standards
<input type="checkbox"/>	<input type="checkbox"/>	Image selection
<input type="checkbox"/>	<input type="checkbox"/>	Graphic elements
<input type="checkbox"/>	<input type="checkbox"/>	Colour selection
<input type="checkbox"/>	<input type="checkbox"/>	Paper selection
<input type="checkbox"/>	<input type="checkbox"/>	Type implementation
<input type="checkbox"/>	<input type="checkbox"/>	CSS design
<input type="checkbox"/>	<input type="checkbox"/>	CMS selection
<input type="checkbox"/>	<input type="checkbox"/>	Pre-built templates

**Remember to:**

- Number all submissions.
- Avoid using any personal information on your submissions.
- Include screen shots with web and multimedia submissions.
- Use original printed samples wherever possible.
- For larger work use photographs and state size of original.

**When in doubt contact your Membership Chair for advice.**

**CASE STUDY SUBMISSION 6**

**Project Title**

Date of Project

Project Objective(s)

Key Audience

Design Solution(s)

**Project Responsibilities (mandatory where applicable)**

Applicant responsible for	Supplied by client/other	
<input type="checkbox"/>	<input type="checkbox"/>	Strategy
<input type="checkbox"/>	<input type="checkbox"/>	Design concept
<input type="checkbox"/>	<input type="checkbox"/>	Media selection
<input type="checkbox"/>	<input type="checkbox"/>	Logo
<input type="checkbox"/>	<input type="checkbox"/>	Copywriting
<input type="checkbox"/>	<input type="checkbox"/>	Image art direction
<input type="checkbox"/>	<input type="checkbox"/>	Type selection
<input type="checkbox"/>	<input type="checkbox"/>	Identity standards
<input type="checkbox"/>	<input type="checkbox"/>	Image selection
<input type="checkbox"/>	<input type="checkbox"/>	Graphic elements
<input type="checkbox"/>	<input type="checkbox"/>	Colour selection
<input type="checkbox"/>	<input type="checkbox"/>	Paper selection
<input type="checkbox"/>	<input type="checkbox"/>	Type implementation
<input type="checkbox"/>	<input type="checkbox"/>	CSS design
<input type="checkbox"/>	<input type="checkbox"/>	CMS selection
<input type="checkbox"/>	<input type="checkbox"/>	Pre-built templates

**Remember to:**

- Number all submissions.
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- Include screen shots with web and multimedia submissions.
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- For larger work use photographs and state size of original.

**When in doubt contact your Membership Chair for advice.**



## CASE STUDY SUBMISSION 7

### Project Title

Date of Project

Project Objective(s)

Key Audience

Design Solution(s)

### Project Responsibilities (mandatory where applicable)

Applicant responsible for	Supplied by client/other	
<input type="checkbox"/>	<input type="checkbox"/>	Strategy
<input type="checkbox"/>	<input type="checkbox"/>	Design concept
<input type="checkbox"/>	<input type="checkbox"/>	Media selection
<input type="checkbox"/>	<input type="checkbox"/>	Logo
<input type="checkbox"/>	<input type="checkbox"/>	Copywriting
<input type="checkbox"/>	<input type="checkbox"/>	Image art direction
<input type="checkbox"/>	<input type="checkbox"/>	Type selection
<input type="checkbox"/>	<input type="checkbox"/>	Identity standards
<input type="checkbox"/>	<input type="checkbox"/>	Image selection
<input type="checkbox"/>	<input type="checkbox"/>	Graphic elements
<input type="checkbox"/>	<input type="checkbox"/>	Colour selection
<input type="checkbox"/>	<input type="checkbox"/>	Paper selection
<input type="checkbox"/>	<input type="checkbox"/>	Type implementation
<input type="checkbox"/>	<input type="checkbox"/>	CSS design
<input type="checkbox"/>	<input type="checkbox"/>	CMS selection
<input type="checkbox"/>	<input type="checkbox"/>	Pre-built templates

### Remember to:

- Number all submissions.
- Avoid using any personal information on your submissions.
- Include screen shots with web and multimedia submissions.
- Use original printed samples wherever possible.
- For larger work use photographs and state size of original.

**When in doubt contact your Membership Chair for advice.**

## QUESTIONS?

Please feel free to contact your Chapter Membership Chair or contact the National Membership Chair:

**Marga López CGO**

Email: membership@gdc.net

Or contact the National Secretariat:

**Melanie MacDonald, Executive Director**

Email: director@gdc.net

Please contact your local membership chair for information on where to send your case study submission.

**Atlantic Canada:** *membership.atlantic@gdc.net*

**Quebec, Ontario & International:** *mal@gdc.net*

**Manitoba:** *membership.mb@gdc.net*

**Saskatchewan North:** *membership.skn@gdc.net*

**Saskatchewan South:** *membership.sks@gdc.net*

**Alberta North:** *membership.abnorth@gdc.net*

**Alberta South:** *membership.absouth@gdc.net*

**BC Mainland:** *membership.bc@gdc.net*

**Vancouver Island:** *membership.vibc@gdc.net*

**Arctic Territories:** *membership.arctic@gdc.net*



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## CGD™ Licensing Agreement

- ▶ **This Certification Mark License Agreement** (hereinafter “Agreement”) made and effective as of the date executed by selecting “I have read and agree” hereto (the “Effective Date”) is made by and between the Society of Graphic Designers of Canada, Arts Court, 2 Daly Avenue, Ottawa, Ontario K1N 6E2 (the “GDC®”) and

---

Legal Name (the “Licensee”)

---

Mailing Address

---

City, Province, Postal Code

---

Telephone

---

Email

WHEREAS the GDC<sup>®</sup> has developed a certification program to certify qualified graphic design professionals with an excellent standard of work and ethical business conduct who meet specific criteria, and

WHEREAS the GDC<sup>®</sup> is the owner of the the certification marks and trade-marks CGD; Certified Graphic Designer; Designer Graphique Agréé du Canada (hereinafter “the Marks”); and

WHEREAS the Licensee desires to participate in the certification program and desires to use the Mark in its marketing, advertising, promotional or other similar materials or communications; and

WHEREAS the GDC<sup>®</sup> is willing to grant the Licensee permission to so use the Mark pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The GDC<sup>®</sup> and the Licensee agree as follows:

### **Certification Program**

The GDC<sup>®</sup> administers the Certification Program (hereinafter “the Program”). The criteria for certification in the Program and the Policies and Procedures governing participation in the Program are contained within the GDC<sup>®</sup> Constitution. Licensee agrees to comply with and be subject to all terms, conditions, policies and procedures associated with the Program. Licensee agrees to provide to the GDC<sup>®</sup> at any time during the term of this Agreement, if requested, reasonable documentation of its continued



eligibility for certification in the Program. Licensee agrees that the GDC<sup>®</sup> shall have the right to revise the Program, the criteria for certification in the Program, and the Policies and Procedures governing participation in the Program from time-to-time, as the GDC<sup>®</sup> in its sole discretion deems appropriate.

#### **License Grant**

- 1) Subject to the terms of this Agreement, the GDC<sup>®</sup> hereby grants the Licensee the non-exclusive, non-transferable right to use the Mark in association with the Licensee's name on pre-printed letterhead, business cards, v-cards, quotations for work, advertisements, websites and other marketing, advertising, and promotional materials in association with the Licensee's professional graphic design services in Canada for the term of this Agreement. This license is immediately revoked upon termination or cancellation of this Agreement.
- 2) The Mark should be placed in close proximity to the Licensee's name. The Mark shall not be confused with a company logo or placed in such close proximity to accompany name or logo so as to give the reader the mistaken impression that the Mark certify the company, or services performed by the company.
- 3) The Licensee agrees that he or she will ensure that the Mark are only used in a manner that is consistent with and authorized by the Program. Licensee acknowledges that this is an essential term of this Agreement and that any failure to comply with this term shall be a material breach of this Agreement which will cause irreparable harm to the GDC<sup>®</sup> and which shall entitle the GDC<sup>®</sup> to seek immediate injunctive relief and any other remedies available to the GDC<sup>®</sup>.
- 4) In order to maintain the right to continue to use the Mark, the Licensee agrees to maintain any and all standards for the character and quality of the services to be provided in association with the Mark. The GDC<sup>®</sup> shall communicate such standards to the Licensee from time to time. Such standards shall include but not be limited to the GDC<sup>®</sup> Code of Ethics.
- 5) The Licensee agrees that the GDC<sup>®</sup> may, but is not obligated to, monitor the provision of services provided by the Licensee in association with the Marks and that, in the event the GDC<sup>®</sup> determines that the quality of those services do not meet the standards set by the GDC<sup>®</sup>, the GDC<sup>®</sup> may, in its sole discretion, terminate the license upon 30 calendar days' written notice to the Licensee. Upon termination of this license, licensee shall immediately cease to use or display the Marks for any purpose whatsoever.
- 6) Licensee agrees that, in all of its visual marketing, advertising, promotional or other similar materials in which the Marks will be displayed, such display of the Marks shall be in accordance with the written criteria adopted by the GDC<sup>®</sup> from time to time. Licensee shall not revise or alter the appearance of the Marks in any manner and shall use the Marks exactly as directed by the GDC<sup>®</sup>. If appropriate, the GDC<sup>®</sup> shall supply Licensee with camera-ready art of the Marks to allow Licensee to use the Marks in Licensee's marketing, advertising, promotional or other similar material in accordance with this Agreement.
- 7) The Licensee shall not use the Marks in any way that implies that the GDC<sup>®</sup> has approved or endorsed a product created or a service performed by the Licensee;
- 8) Licensee shall not at any time do or suffer to be done any act or thing which, directly or indirectly, may modify, alter, dilute or misuse the Marks or reduce the value of the Marks or detract from their reputation. The Marks may not be used in any manner that, in the sole discretion of the GDC<sup>®</sup>: discredits the GDC<sup>®</sup> or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation, or other public policy; or mischaracterizes the relationship between the GDC<sup>®</sup> and Licensee.



9) Licensee shall cause to appear on all materials on or in connection with which the Marks are used, such legends, markings, and notices as are necessary to give appropriate notice of the ownership and/or registered nature of the Marks as instructed by the GDC.

10) The Marks can be used to identify a group of individuals; however, each individual listed must be current Licensees in their own right.

11) The Marks must not be used as part of a company name.

12) Upon the GDC's request, Licensee agrees to promptly submit to the GDC a specimen of all materials on or in connection with which the Marks are used to ensure compliance with this Agreement. Should the GDC, in its sole discretion, determine that the Licensee is using the Marks in any manner that is not authorized by this Agreement, the GDC shall notify Licensee of such unauthorized use and Licensee shall immediately cease using the Marks in such unauthorized manner. Licensee's failure to comply with this provision shall be sufficient grounds for the GDC to immediately terminate this Agreement.

#### **Ownership of Mark**

The Licensee explicitly acknowledges and agrees that

- a) the GDC is the sole and absolute owner of the Marks;
- b) the Licensee's right to use the Marks is enjoyed by permission of the GDC and not as of right;
- c) the Licensee is not entitled, by virtue of having earned this designation, to its use other than under the terms of this license.
- d) all right, title and interest in and to the Marks is and shall remain with the GDC;
- e) Licensee agrees that it will do nothing inconsistent with such ownership and that all right and title to the Marks shall inure to the benefit of and on behalf of the GDC;
- f) Licensee's use of the Marks accrues only to the benefit of the GDC;
- g) the GDC is the sole and absolute owner of all copyright inherent in any design embodied by the Marks;
- h) Licensee may not claim any title or right to use the Marks except pursuant to the permission of the GDC and under this Agreement;
- i) nothing in this Agreement gives the Licensee any right, title or interest in the Marks other than the right to use the Marks in accordance with this Agreement
- j) Licensee shall make no claim to or against the GDC's right, title or interest in the Marks or challenge the validity of this Agreement;
- k) Licensee shall execute any documents reasonably required by the GDC to confirm the GDC's ownership of all rights in and to the Marks
- l) the GDC has the right to control the character and quality of all wares and/or services in connection with which the Marks are used; and
- m) Licensee's use of the Marks is deemed to have and to always have had the same effect as the GDC's use of the Marks.

The Licensee agrees and warrants that it will not question, raise or attack the validity of the Marks or this Agreement, the registrability of the Marks, or GDC's ownership of and right to license the Marks or any similar trademarks or trade names. Licensee agrees and warrants that it will not harm, detract from, dilute, damage the distinctiveness of, or abuse the Marks. The



Licensee acknowledges that these restrictions apply both during the term of this Agreement, and after the termination of this Agreement.

#### **Term of Agreement/Termination**

- 1) This Agreement shall not become effective unless and until it is read and accepted by the Licensee.
- 2) This Agreement shall continue and remain in effect until the first anniversary of the Effective Date. This Agreement shall automatically renew on the first and each subsequent anniversary of the Effective Date, if, on the relevant anniversary of the Effective Date:
  - a) the annual membership fee has been paid in full, and
  - b) the Licensee remains eligible for certification in the Program (based on the eligibility requirements in effect on the relevant anniversary of the Effective Date).
- 3) If the annual membership fee is not paid in full on or before the relevant anniversary of the Effective Date, this Agreement and all of the Licensee's rights under the Agreement will terminate immediately, but may be revived by the GDC, entirely in its sole discretion, on payment of the annual membership fee.
- 4) If the Licensee is no longer eligible for certification in the Program (based on the eligibility requirements in effect on the relevant anniversary of the Effective Date), the GDC may, in its sole discretion, terminate this Agreement and all of the Licensee's rights under the Agreement on 30 calendar days' written notice to the Licensee.
- 5) This Agreement shall immediately terminate upon Licensee's withdrawal or removal from the Program for any reason.
- 6) Should the GDC, in its sole discretion, determine to cancel the Program or any portion thereof, the GDC may, but is not required to, terminate this Agreement by giving the Licensee 30 calendar days' written notice of its intention to terminate.
- 7) This Agreement will immediately terminate if Licensee becomes bankrupt or insolvent, or if its business is placed in the hands of a receiver, trustee or assignee for the benefit of its creditors, whether voluntarily or otherwise; (and any trustee in bankruptcy appointed over the assets of the Licensee, may not sell, assign or otherwise deal with the rights contained within this Agreement);
- 8) This Agreement may also be terminated by the GDC by written notice to Licensee that there has been a material breach of Licensee's representations, warranties, covenants or agreements, whether such are contained in this Agreement or required for certification in the Program. Licensee shall then be given a period of 30 calendar days within which to cure said breach, at the sole expense of the Licensee. If the Licensee fails to cure said breach to the satisfaction of the GDC, this Agreement and all of the Licensee's rights under the Agreement will terminate immediately without further notice to the Licensee.

#### **Obligations on Termination**

Upon the termination of this Agreement, all rights granted under this Agreement to the Licensee will automatically revert to the GDC. Licensee must:

- a) immediately cease using the Marks in any manner whatsoever;
- b) not make further use of or distribute any further copies of any materials that bear the Marks in any manner whatsoever;



- c) immediately deliver up or destroy (with proof thereof by affidavit at the GDC's option) any such materials that the Licensee has in his or her possession or under his or her control, and use his or her best efforts to remove or cause the removal of all existing copies of such materials from public display;
- d) immediately cease manufacturing, selling and distributing the wares and/or services in association with the Marks; and
- e) execute any and all further instruments or documents requested by the GDC pursuant to which the Licensee's rights are re-conveyed to the GDC.

Upon termination of this Agreement, Licensee will be deemed to have assigned, transferred and re-conveyed to the GDC any and all rights, equities and goodwill it may have acquired in the Marks by virtue of this Agreement.

#### **Infringement**

In the event that the Licensee learns of any infringement or imitations of the Marks, or of any use by any person or entity of a mark similar to the Marks, it promptly shall notify the GDC thereof.

The GDC thereupon shall take such action as it deems advisable for the protection of its rights in and to the Marks. If requested to do so by the GDC, the Licensee shall cooperate with the GDC in all respects, at the GDC's sole expense, including without limitation by being a plaintiff or co-plaintiff in any proceeding and by causing its officers to execute pleadings and other necessary documents. In no event, however, shall the GDC be required to take any action if it deems it inadvisable to do so, and the Licensee shall have no right to take any action with respect to the Marks without the GDC's prior written approval.

#### **Indemnification**

1) The Licensee hereby agrees to indemnify and hold harmless and forever discharge the GDC and its officers, directors, agents and employees from and against, and in respect of, any and all suits, claims, demands, damages, costs and expenses, including attorney's fees, that may be claimed or asserted against the GDC or any or all of the above-mentioned persons or their successors, by any person, firm, corporation or government on account of:

- a) any actual or alleged injury, damage, death or other consequence arising or resulting directly or indirectly out of the products or services supplied by Licensee at any time;
- b) any misrepresentation, breach of any provision of this Agreement (including, without limitation, the attachments hereto), its own negligence, or willful misconduct, by the Licensee; or
- c) the use and/or misuse by the Licensee of the Marks, including, but not limited to, Licensee's use of the Marks on or in connection with goods or services that do not meet the standards of the Program.

2) It is expressly understood, agreed and intended by the parties hereto that the GDC, its officers, directors, agents and employees will not be responsible, in any way, to any party whatsoever with respect to any warranties, negligence, defects or other obligations in respect of the design, labeling, manufacture, packaging, distribution, promotion, exploitation or sale of products or services by Licensee, however the foregoing might arise.

#### **Warranties**

1) The GDC considers itself the owner of the Marks and has taken steps deemed reasonable by itself to protect its rights of ownership through registration (where it deems advisable, in its sole discretion) and otherwise. However, the GDC makes no representation or warranty with respect to ownership or freedom to use the Marks in Canada. Without restricting the generality of the foregoing, the Licensee waives any rights against the GDC for liability for any damages incurred by the Licensee arising from third party claims of any kind that may arise out of Licensee's use of the Marks under this Agreement.



2) The GDC<sup>®</sup> makes no other warranties of any kind, either express or implied, with respect to the Marks. In no event shall the GDC<sup>®</sup> be liable for any consequential, incidental, or special damages (including lost profits) arising from or relating to Licensee's use of the Marks, even if the GDC<sup>®</sup> has been advised of the possibility of such damages.

3) The Licensee represents and warrants that it has reviewed the terms and conditions governing certification in the Program and that he or she meets all of the criteria for participation in the Program and that he or she will take all reasonable steps to ensure that it continues to meet the terms and conditions of the Program during the term of this Agreement.

4) Each party hereto represents that it has full power to enter into and complete the transactions required hereunder, and that this Agreement is enforceable against it in accordance with its terms, and that the activities contemplated hereunder do not conflict with or constitute a breach of or default under any contracts or commitments to which it is a party.

#### **Relationship**

Licensee acknowledges that neither the Licensee nor any of its employees shall be considered employees of the GDC<sup>®</sup> for any purpose under any statute, rule or regulation. Licensee agrees to indemnify and hold the GDC<sup>®</sup> harmless from and defend the GDC<sup>®</sup> against any claim based upon an assertion that the Licensee is an employee of the GDC<sup>®</sup>, including, without limitation, any claim for withholding tax, unemployment tax, social security payments, worker's compensation or other similar taxes or payments.

#### **Irreparable Harm**

Licensee agrees that if he or she violates any provision of this Agreement, irreparable harm will be suffered by the GDC<sup>®</sup> and the GDC<sup>®</sup> shall be entitled to injunctive relief, in addition to any other available remedies.

#### **Miscellaneous Provisions**

Notices. All notices, consents, approvals, requests and other documentation to be sent or made under this Agreement must be in writing and must be delivered personally or by prepaid registered mail as follows:

(a) To GDC<sup>®</sup>:

Arts Court, 2 Daly Avenue  
Ottawa, Ontario, Canada  
K1N 6E2

(b) To Licensee: To the address supplied by the Licensee through the GDC<sup>®</sup>'s online profile at [www.gdc.net](http://www.gdc.net)

Either party may change its address for notices by sending notice to that effect to the other.

All notices and other documentation delivered as described above will be deemed to have been given and received on the date of delivery if personally delivered, and on the third business day after the postmarked date if sent by registered mail. If normal postal services are disrupted, personal delivery is the only means by which notices may be sent.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the federal laws of Canada.

**Severability.** Should anyone or more of the provisions of this Agreement or of any agreement entered into pursuant to this Agreement be determined to be illegal or unenforceable, all other provisions of this Agreement and of each such other agreement shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.

**Force Majeure.** If either party shall be prevented from performing any portion of this Agreement by causes beyond its control, including labour disputes, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services, or acts of God, such defaulting party shall be excused from performance for the period of the delay and for a reasonable time thereafter.





**Binding on Successors/Assignment.** The rights and obligations set forth in this Agreement are binding upon and shall inure to the benefit of the successors of the parties, and its permitted assigns. Licensee shall not assign its rights hereunder to any person or entity without first obtaining the written consent of the GDC. The GDC<sup>®</sup> may assign its rights hereunder without the consent of the Licensee.

**Waiver.** Any waiver of a provision of this Agreement must be in writing signed by the party waiving its rights and shall apply only in the specific instance and for the specific purpose given. The giving of a waiver in one instance or for one purpose shall not create any implied obligation to give a waiver in another instance or for another purpose.

**Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall be considered one and the same instrument.

**No Trial by Jury.** All parties to this Agreement waive any and all right to a trial by jury in any action or proceeding brought or commenced by either party which is directly or indirectly related to this Agreement.

**Construction of Agreement.** It is agreed that both parties had an opportunity and understood their right to obtain independent legal advice in respect of this Agreement, and no provision shall be construed for or against either party by reason of ambiguity in language. To the extent that there is a conflict between the terms in this Agreement and an appendix hereto, the language of the Agreement shall control.

**Expenses.** Except as otherwise set forth in this Agreement, Licensee and the GDC<sup>®</sup> shall each bear their own expenses in connection with this Agreement and in connection with all things required to be done by and of them hereunder.

**Headings.** The headings in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement and shall not be construed to alter or vary the text.

**Attorney's Fees.** In any action between Licensee and the GDC<sup>®</sup> at law or in equity arising out of or related to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, in addition to any other relief to which that party may be entitled.

**Entire Agreement.** Except as may otherwise be specifically provided herein, this Agreement, including any appendices and exhibits hereto, constitutes the entire agreement of the parties and all prior representations, covenants, proposals and understandings, whether written or oral, are superseded and merged herein. This Agreement may be modified or amended only by an instrument in writing executed by the parties hereto and specifically stating that is intended as a modification or amendment to this Agreement. No oral statements or representations not contained herein shall have any force or effect.

**Survival of Terms.** Any terms of this Agreement which by their nature extend beyond termination remain in effect until fulfilled and shall bind the parties and their legal representatives, successors, heirs and assigns.

**Time.** Time is and will remain of the essence of this Agreement.

**Binding Agreement.** The parties understand and agree that a binding Agreement, with the above terms and conditions, is created at the time that the Licensee selects "I have read and agree" and the Licensee proceeds to obtain or renew membership with the GDC<sup>®</sup> (including paying his or her annual membership fee in full).



**In witness whereof**, the Parties have executed this Agreement as of the date written:

**The Society of Graphic Designers of Canada**

\_\_\_\_\_  
Per: Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**(the "Licensee")**

\_\_\_\_\_  
Per: Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date