

## USE OF FONTS

Fonts are creative, intellectual property, similar to designers' creative work or to proprietary business products. Since type is so ubiquitous and fonts are so easy to share among computer users, the legal and moral issues of the simple process of using a font are often overlooked.



**There are four good rules that guide ethical practice in font licensing:**

- If you are using a font, whether it's on your computer or that of someone else, make sure you have a license to use the font.
- If you want to use a font that is not installed on your computer, you must either ensure that you or your employer has a license to install the font on your computer or else acquire a license to use it.
- If you have any questions about your font license, contact the foundry or supplier of the font. (If you do not know the foundry or supplier, almost any foundry or supplier can help you identify the source.)

- Don't lend or give fonts to others to use. Your friends, clients and colleagues need to acquire the rights to use them. When it comes to licensing fonts, ethical practice makes sense legally and financially. Violating the terms of a license agreement puts the designer, the client and future business relationships at risk. An ethical approach to font use and font licenses is therefore both good business practice and good business.

**Fonts are creative, intellectual property.**

Typefaces are collections of letterforms. They endow written communications with a style that ultimately reflects the character and style of the originator of the communication, whether a corporation or an individual. Typefaces are the result of extensive research, study and experimentation, and for some designers, the creation of typefaces is a full-time occupation. The training and expertise required to develop a typeface qualifies the product as intellectual property and merits its protection under copyright law in many countries.

A font is the software that describes the characters in a typeface. Digital fonts, like any software, are intellectual property and may be subject to federal copyright and trademark laws.

For additional guidance on software use and management, you can refer to the "Use of Software" chapter in this book, on page 54.

**You do not own a font. You license it for limited uses.**

Fonts are not bought. The right to reproduce them is licensed, and the license to use them states specific terms.

The right to use a font designed by someone else is acquired from the foundry that created the font and is granted in the form of an end-user license agreement, or EULA. Some foundries will allow a supplier to administer the license agreements for a font, but the agreement itself is always between the licensee and the foundry that created the font.

The terms of use described by an end-user license agreement vary from foundry to foundry and may vary depending on the scope of the desired use. Licenses usually grant permission for the licensee to install a given font on a certain number of computers. However, licenses can also specify use on printers, periods of exclusivity for custom typefaces and distribution rights. If you have questions about what you may or may not do with the font you are using, the best thing to do is to contact the foundry or supplier of the font.

**You need permission to alter a font for use in your design.**

Because the software that describes a typeface is automatically subject to copyright protection upon its creation, any version of the original font is considered a “derivative work” under copyright law. The revision should not be considered an authorized derivative work because the adaptation is derived from copyrighted software. It cannot be used for commercial purposes without violating the copyright.

Some font licenses allow the licensee to alter the characters in a font or to convert the font to other formats. Other foundries do not allow derivative works at all without permission. Therefore, many designers, when asked to create a derivative work, have made it standard ethical practice to get permission from the font designer before altering any font data.

If you need to find out who designed the font you want to alter, you should contact the foundry or font supplier.

**You cannot share a font with someone who does not have his or her own license to use it.**

Font software may not be given or loaned to anyone who does not also have a license to use it. Therefore, misuse or unauthorized copying of a font that belongs to a client or your employer is an infringement of the designer’s rights and could subject you to legal action.

When the client is the “end user” of the license agreement, the designer may not take the font with him or her when the project is over, even though it may mean another license must be purchased for the next job.

**You can embed a font in a file to have it viewed or printed by others.**

A font may only be sent with a job to a service bureau, consultant or freelancer if the contractor has a license for the font or if the license agreement makes provision for it. When necessary, it can be acceptable for font data to be embedded in file formats such as EPS and PDF only for printing and previewing purposes, but not for editing. However, embedding is not allowed by all foundries, so an additional license may need to be purchased.

**This is an issue of ethics, respect and law.**

There are tangible and intangible consequences of using a font without a license. If caught using a font without the proper license, the user will have to purchase the correct license for the font and in some cases pay damages to the originating foundry. More importantly, using a font without the proper license could prevent a professional designer from being fully compensated.

It is the value of the intellectual property of a colleague that is ultimately at stake in the licensing of fonts. To purchase the proper license for a font, especially as a practicing design professional, is to recognize the value of a colleague’s work, to respect the practice of another designer and to uphold the integrity of the design profession.

## ABOUT AIGA

AIGA, the professional association for design, is the oldest and largest membership association for design professionals engaged in the discipline, practice and culture of designing. AIGA's mission is to advance designing as a professional craft, strategic tool and vital cultural force.

Founded in 1914, AIGA is the preeminent professional association for communication designers, broadly defined. In the past decade, designers have increasingly been involved in creating value for clients (whether public or business) through applying design thinking to complex problems, even when the outcomes may be more strategic, multidimensional and conceptual than what most would consider traditional communication design. AIGA now represents more than 22,000 designers of all disciplines through national activities and local programs developed by 64 chapters and more than 240 student groups.

AIGA supports the interests of professionals, educators and students who are engaged in the process of designing. The association is committed to stimulating thinking about design, demonstrating the value of design, and empowering success for designers throughout the arc of their careers.

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