

Visual Communication Design Units 3 & 4

Chapter 10 — Legal, ethical & sustainable practice

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Theory

A **legal obligation** is a requirement placed on a designer by **law**. It is not optional and it does not depend on the designer's conscience: breaching it can lead to a court order to stop using the work, damages, fines, a product recall, or a refusal of approval to build. An **ethical obligation** is a professional or moral responsibility set out in codes of practice, charters and protocols rather than in legislation. This subtopic deals with the first category only. Separating the two is the single most reported failing on this question in the examination, so every answer you write here must be able to survive the question “*which law, and what happens if it is breached?*”

The Study Design tells you which forms of **intellectual property** you are most likely to meet: **copyright works, trademarks and designs**. It also requires you to understand “the legal obligations and risks faced by designers in industry and professional contexts”, and how these laws apply to your own design work.

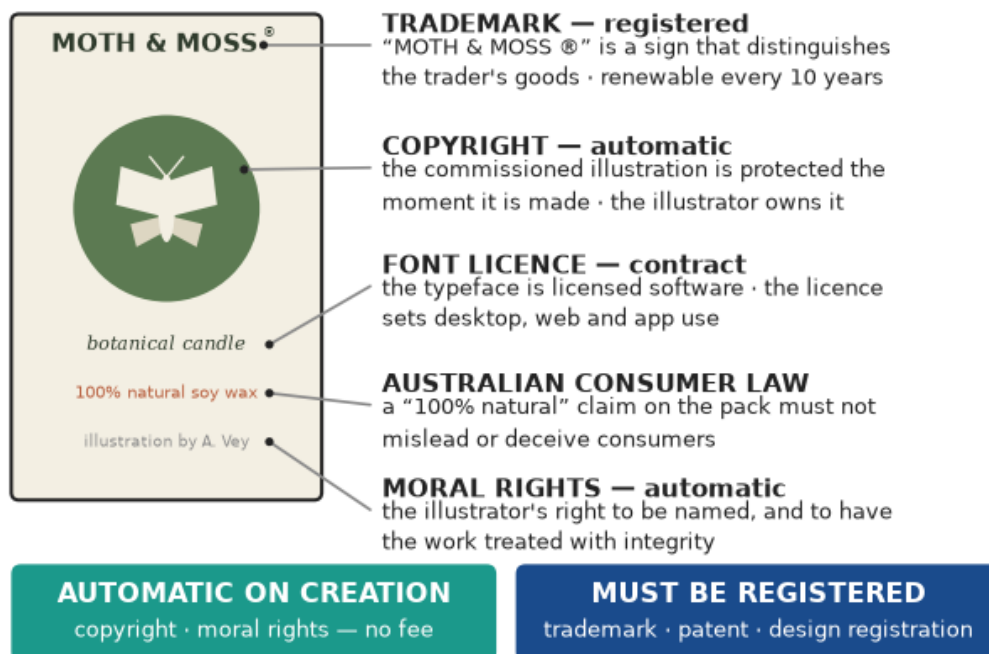


The original label above for a fictional botanical candle brand, **MOTH & MOSS**, is an ordinary piece of communication design — and it carries at least five separate legal obligations. The moth illustration was commissioned from a freelance illustrator. The wordmark carries an ®. The type is set in a licensed typeface. The pack makes a claim about its contents. The illustrator is named at the base. Learning to read a design example this way — feature by feature — is the whole skill.

Intellectual property is an umbrella term, not a single obligation. Assessors report that students name “IP” and stop, or treat it as one law. It is a group of different rights, obtained in different ways and lasting for different periods. The most important division is between the right that arises **automatically** and the rights that must be **registered**.

Right	What it protects	How it arises	How long it lasts
Copyright	original artistic and literary works — illustrations, photographs, drawings, layouts, text, code	automatic the moment the work is put in material form; no application, no fee, no register	generally the creator's lifetime plus 70 years
Moral rights	the creator's right to be named as author, and to have the work treated with integrity	automatic ; personal to the creator and cannot be sold or transferred	alongside copyright in the work
Trademark	a sign that distinguishes	registered with IP	10 years, renewable

Right	What it protects	How it arises	How long it lasts
	one trader's goods or services — a name, logo, shape, colour or sound	Australia after examination, in nominated classes of goods and services	indefinitely
Patent	a new invention — how something works: a device, mechanism, process or method	registered after examination; must be new, useful and involve an inventive step	up to 20 years (standard patent); not renewable
Design registration	the visual appearance of a product — its shape, configuration, pattern and ornamentation	registered with IP Australia after a formalities check; must be new and distinctive, and must be examined and certified before it can be enforced	5 years, renewable to a maximum of 10



Copyright — the automatic right. Copyright exists as soon as an original work is expressed in material form: the moment the illustrator's pencil leaves the paper, or the layout file is saved. There is no copyright register in Australia, no application and no fee. The © symbol is a useful notice, not the source of the protection. Four consequences matter for a designer.

- **Copyright protects the expression, not the idea.** Anyone may design a candle label with a moth on it; no one may reproduce *this* illustration of a moth.
- **The creator owns it, not the person who paid for it.** Work made by an **employee** in the course of their employment is generally owned by the employer, but a **freelancer or studio keeps copyright in commissioned work unless it is assigned in writing**. A client who commissions an illustration buys a **licence** to use it in agreed ways, not ownership, unless the agreement says otherwise.
- **A licence is limited; an assignment transfers ownership.** A licence should state its **purpose, media, term and territory** — for example, “packaging only, Australia, three years”. Using the same illustration outside those limits is an infringement even though the studio paid for the original job.

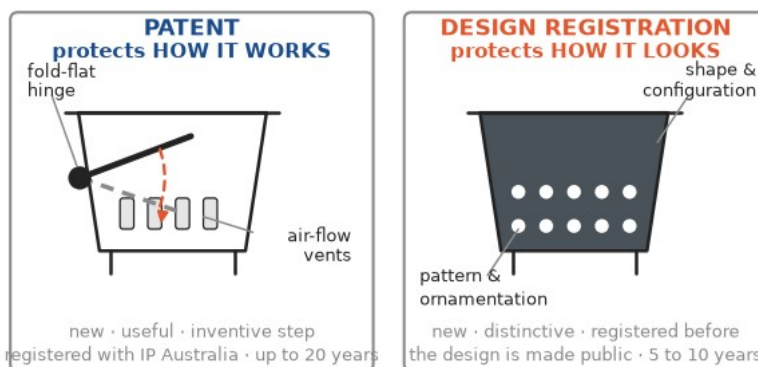
- **Infringement is judged qualitatively.** Reproducing a **substantial part** of a work infringes copyright, and “substantial” means an important or distinctive part, not a percentage. Changing a drawing by ten or twenty per cent does not make it lawful.

The **fair dealing** exceptions in Australian copyright law are narrow — research or study, criticism or review, parody or satire, reporting news, and legal advice. Commercial design work almost never falls inside them. Nor does “I found it on the internet”: material published online is still protected, and a **Creative Commons** licence is a copyright licence with conditions attached (**BY** = attribute the creator, **NC** = non-commercial use only, **ND** = no derivatives, **SA** = share alike). A typeface is distributed as **licensed software**: the licence agreement, not goodwill, decides whether the font may be used on a desktop, embedded in a website, or built into an app.

Moral rights are also automatic and also law. The creator has the right to be attributed, the right not to be falsely attributed, and the right of integrity — the right not to have the work treated in a way that is derogatory. Naming the illustrator on the MOTH & MOSS label is therefore a **legal** act, not merely a courteous one. This is worth separating carefully from the folio convention of acknowledging sources of inspiration, which is a matter of academic and professional integrity rather than legislation.

The registered rights. None of these exists until somebody applies to IP Australia and pays. They are not all tested in the same way: a trademark and a patent are **examined** before they are granted, while a design is **registered** on a formalities check and examined only later.

- A **trademark** (written “trade mark” in the *Trade Marks Act 1995*) protects a **sign used as a badge of origin** — the name, logo, shape, colour or sound that tells a buyer whose goods these are. It is registered with IP Australia for particular **classes** of goods and services and renewed every ten years. **™** may be used on any unregistered mark; **®** may be used only once the mark is registered, and claiming registration falsely is itself unlawful. Before adopting a name, a studio runs a **clearance search** so it does not build a brand on a mark somebody else already owns.
- A **patent** protects a **new invention** — how something works. It must be new, useful and involve an inventive step, and it is examined before it is granted. Crucially, **public disclosure can destroy novelty**: showing the invention at a trade fair or posting it online before filing may make it unpatentable, which is why studios work under confidentiality agreements until an application is filed.
- A **design registration** protects the **visual appearance** of a product — its shape, configuration, pattern and ornamentation. It must be new and distinctive, and it should be filed **before the design is made public**. Unlike a trademark or a patent, it is registered after a **formalities check** rather than a substantive examination — so the owner must ask IP Australia to **examine** the design and issue a **certificate** before it can be enforced against a copier.



Also on IRONBARK — TRADEMARK: the name plate (registered) · COPYRIGHT: the studio's own drawings (automatic)
PRODUCT SAFETY STANDARDS and labelling apply because it is a consumer object that burns fuel

The original folding camp stove above, **IRONBARK**, shows why patents and design registration are not interchangeable. The **fold-flat hinge** and the air-flow vents are *how the stove works* — that is patent territory. The tapered silhouette and the punched pattern are *how the stove looks* — that is design registration. The same object can carry both, plus a **trademark** on its name plate and **copyright** in the studio's own drawings and renderings.

Legal obligations go well beyond intellectual property. There is no definitive list in the Study Design: the obligations follow from **what is being designed and where it will be used**, so they differ by field of design practice.

- **Messages** — copyright in commissioned photographs, illustrations and typefaces; licence conditions, including Creative Commons; trademark registration and correct use of a client’s registered marks under a **style guide**; advertising and labelling requirements, including the prohibition on **misleading or deceptive** claims under the Australian Consumer Law.
- **Objects** — patents for a mechanism; design registration for appearance; **mandatory product and electrical safety standards**; labelling; consumer guarantees; workplace safety in manufacture.
- **Environments** — the **National Construction Code** and building codes; **planning permits** and local council regulations; safety regulations; **accessibility** requirements under the *Disability Discrimination Act 1992* and the relevant Australian Standards; heritage overlays.
- **Interactive experiences** — copyright and licensing of images, typefaces and code; **privacy and data protection** under the *Privacy Act 1988* and the Australian Privacy Principles, which require a **collection notice**, limit collection to what is reasonably necessary and fairly obtained, give the user a right to **access** the personal information held about them, and oblige the organisation to **destroy or de-identify** information it no longer needs; accessibility requirements; consumer law where the interface sells something.

Contracts are legal obligations too. The client agreement, the confidentiality clause and the obligation to follow a client’s **style guide** bind the designer by contract rather than by statute, but breaching them is still a legal matter. Only a few students mention style guides in this question, which is an oversight given how much brand work depends on them.

The analytical move. A Section A answer asks you to explain or discuss the legal obligations a designer needed to consider, **with evidence from the design example**. Do four things for each obligation:

1. **Name the specific right or law** — copyright, a trademark, a patent, a design registration, a privacy obligation, a building code. Never stop at “intellectual property”.
2. **State how it arises** — automatic on creation, or registered with IP Australia; and by when.
3. **Point to the feature of the design example it attaches to** — the illustration, the wordmark, the hinge, the silhouette, the sign-up screen, the claim on the pack.
4. **State what the designer therefore had to do** — obtain a licence, file before publishing, run a clearance search, meet a standard, write a collection notice.

Where the marks allow, give **more than one** obligation: high-scoring responses identify multiple obligations relevant to the chosen field and explain each accurately.

Watch-out — legal is not ethical. The *Australian Indigenous Design Charter*, ICIP protocols, consultation, attribution of inspiration and respectful representation are **ethical** frameworks and practices. They are not legislation and cannot be offered as legal obligations. If a question says *legal*, name a law.

Watch-out — copyright is automatic; trademarks, patents and design registrations are not. Never write that a designer “applied for copyright”, “copyrighted the logo” or that “trademark protection is automatic”. Copyright exists the moment the work is made; the other three must be applied for and paid for. A trademark and a patent are examined before they are granted; a design registration is examined only later, when it is certified for enforcement.

Watch-out — “intellectual property” is not one obligation. Naming IP and stopping there is vague and scores poorly. Name the specific right and match it to the specific feature of the design example it protects.

Watch-out — a patent is not a design registration. A patent protects **how it works**; a design registration protects **how it looks**. And a trademark does not “stop a product being copied” — it protects the sign that identifies the trader.

Watch-out — don’t stop at intellectual property. Safety standards, building codes, planning permits, accessibility and privacy law are legal obligations too, and they are often the most relevant ones for Objects, Environments and Interactive experiences.

Watch-out — link every obligation to evidence. A generic statement such as “the designer had to consider copyright” earns almost nothing. Say **which** feature of the example it applies to and what the designer had to do about it.

Worked examples

Example 1 — scaffolded

Using evidence from the MOTH & MOSS label, explain the legal obligations the designer may have needed to consider in developing the design example. (4 marks)

Working	Comment
Copyright — the moth illustration. The illustration was commissioned from a freelance illustrator, so copyright arose automatically in her hands the moment she drew it. MOTH & MOSS needed a written licence or assignment before printing it on the pack.	Name the right, state how it arises, and tie it to a FEATURE of the example. Ownership of commissioned work is the point most students miss.
Trademark — the wordmark. The ® beside <i>MOTH & MOSS</i> shows the wordmark has been registered with IP Australia for its class of goods. The designer had to run a clearance search first, and may use ® only because registration has been granted.	This is where the automatic-versus-registered distinction is examined. The ® is visible evidence — quote it.
Moral rights — the credit line. “illustration by A. Vey” satisfies the illustrator’s legal right of attribution under copyright law, and the artwork may not be treated in a derogatory way.	Attribution here is law, not courtesy. Naming the evidence (the credit line) lifts a generic point into an evidenced one.
The typeface and the claim. The type is set in licensed software, so the licence must cover print use; and “100% natural soy wax” is a claim that must not mislead or deceive consumers under the Australian Consumer Law.	A complete answer reaches past intellectual property to the field-specific law that applies to Messages.

Example 2 — scaffolded

Distinguish between a patent and a design registration, with reference to IRONBARK. (4 marks)

Working	Comment
Both are registered rights. Neither exists automatically: each must be applied and paid for at IP Australia, and each is limited in time. They are tested differently, though — a patent is examined before it is granted, while a design is registered on a formalities check and examined only when it is certified for enforcement.	“Distinguish” still rewards the shared ground first — it shows you know what category both belong to.
A patent protects how the product works. IRONBARK’s fold-flat hinge and air-flow vents are a mechanism, so a patent would protect the way the stove folds and draws air. It must be new, useful and involve an inventive step, and lasts up to 20 years.	Function. Tie the right to the named feature of the example, not to the object in general.
A design registration protects how the product looks. The tapered silhouette and the punched pattern are the stove’s shape, configuration, pattern and ornamentation , so design registration protects its appearance. It must be new and distinctive, and lasts 5 years, renewable to 10.	Appearance. Use the statutory words — “shape, configuration, pattern and ornamentation” — they are the marking language.
Consequence for the designer. A competitor could copy IRONBARK’s look without touching the	Close with the “so what”. A congruent distinction shows why the difference matters in practice.

mechanism, or copy the mechanism inside a different-looking body — so the studio may need **both**, and must file before the stove is shown publicly.

Example 3 — unscaffolded

A studio is commissioned to design a festival poster that will feature an existing artwork by an Aboriginal artist. Explain the legal obligations the studio must meet, and identify one ethical obligation that is not a legal one. (4 marks)

The studio's first legal obligation is **copyright**. Copyright in the artwork arose **automatically** when the artist created it and is owned by the artist, so the studio must obtain a **licence** setting out the purpose, media, term and territory of the use, and must keep to those limits. Because the poster crops and resizes the artwork, the licence must expressly permit alteration. Second, the artist's **moral rights** apply: she must be **attributed** on the poster, and the artwork must not be treated in a way that is derogatory — cropping that distorts its meaning could breach the right of integrity. Third, any sponsor logos on the poster are **registered trademarks**, so the studio must reproduce them exactly as the owners' style guides require. By contrast, the protocols of the *Australian Indigenous Design Charter* — consulting the artist's community, seeking free, prior and informed consent, and sharing the benefit — are an **ethical** obligation: they are professional protocols, not legislation, so they could not be offered as an answer to a question about legal obligations.

Example 4 — unscaffolded

"Because copyright is automatic, a designer who has created a logo already has all the legal protection they need." Evaluate this statement. (6 marks)

The statement is **partly correct but seriously incomplete**. It is correct that **copyright is automatic**: the moment the logo is drawn or the artwork file is made, copyright exists in it as an original artistic work, with no application, no fee and no register, and it lasts for the creator's lifetime plus 70 years. That protection is real — it prevents another trader from reproducing the artwork, or a substantial part of it, without permission.

However, copyright protects the **artwork**, not the **brand**. It does not stop a competitor trading under a confusingly similar **name**, because copyright protects expression rather than the commercial function of a sign, and a short name may not be protected at all. Only a **registered trademark** gives the exclusive right to use the sign as a badge of origin for particular classes of goods and services, and only registration permits use of the ®. Copyright is also limited in other ways: if the design is mass-produced as a product rather than used as a mark, appearance is properly protected by a **design registration**, and if it works in a new way it is a **patent** that is needed. There is also a practical limitation — because there is no copyright register, ownership and date of creation must be proved from the designer's own records, and copyright in **commissioned** work stays with the freelancer unless it has been assigned in writing.

Overall, the statement is a fair description of how copyright arises but a poor guide to protection. For a logo that must operate as a brand, automatic copyright is a floor, not a ceiling: a designer would be advised to run a clearance search, register a trademark, and record the ownership of any commissioned elements in writing (6 marks: the correct element of the claim conceded with reasons, at least two substantive limitations, correct terminology throughout, and an overall judgement).

Practice questions

Scaffolded

Q1. Copyright basics: (a) State what copyright protects. (1 mark) (b) State how copyright is obtained in Australia. (1 mark) (c) A student says, "I found the image online, so it is free to use." Explain why this is legally incorrect. (2 marks)

Q2. Using IRONBARK: (a) Identify one legal obligation that applies to IRONBARK because it is a consumer object that burns fuel. (1 mark) (b) Describe one thing that obligation requires the designer to include on the product or its packaging. (1 mark) (c) Explain one risk the studio takes if it posts photographs of IRONBARK online before filing a design registration. (2 marks)

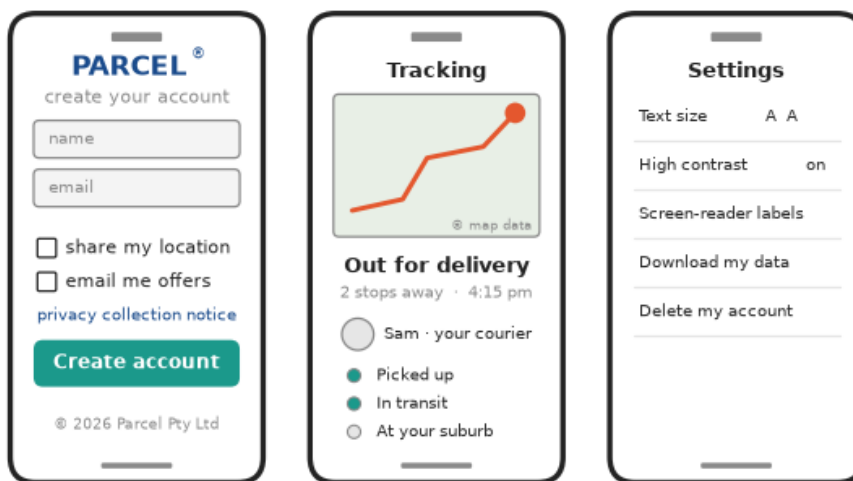
Q3. Legal and ethical obligations: (a) Classify each of the following as **legal** or **ethical**: a design registration; the *Australian Indigenous Design Charter*; the *Privacy Act 1988*; acknowledging a source of inspiration in a folio. (2 marks) (b) Explain how the consequences of breaching a legal obligation differ from the consequences of breaching an ethical one. (2 marks)

Q4. Licensing images: (a) State what each of **BY**, **NC** and **ND** requires in a Creative Commons licence. (3 marks) (b) Explain why a photograph released under CC BY-NC-ND could not be cropped and used in a client's paid advertising campaign. (2 marks)

Q5. Trademarks: (a) State what a trademark protects. (1 mark) (b) Distinguish between the **™** and **®** symbols. (2 marks) (c) Explain one risk a studio takes if it launches a brand name without first running a clearance search. (2 marks)

Q6. Attribution: (a) Name the two moral rights most relevant to a designer using someone else's artwork. (2 marks) (b) Explain why naming an illustrator on a pack is a legal obligation, while noting a source of inspiration in a folio is a professional convention. (2 marks)

Unscaffolded



PARCEL — a parcel-tracking app (Interactive experiences)

Questions 7–10 refer to the PARCEL parcel-tracking app shown above, unless otherwise stated.

Q7. Using evidence from the design example, explain the legal obligations the designer may have needed to consider in developing the PARCEL app. (4 marks)

Q8. Explain how privacy and data-protection law has influenced two visible features of the PARCEL interface. (3 marks)

Q9. Explain the copyright and licensing obligations attaching to the map imagery, the courier photograph and the code used in PARCEL. (4 marks)

Q10. Discuss accessibility as a legal obligation in the field of Interactive experiences, with reference to the PARCEL settings screen. (3 marks)

Q11. Discuss the legal obligations relevant to the field of **Environments**. (4 marks)

Q12. With reference to IRONBARK, discuss the legal obligations relevant to the field of **Objects**, including at least one obligation that is not intellectual property. (6 marks)

Q13. For each of copyright, a registered trademark, a standard patent and a registered design, state how the protection arises and how long it generally lasts. (4 marks)

Q14. MOTH & MOSS licensed the moth illustration for use on its candle packaging in Australia for three years. The client now wants to use the same illustration on a new range of soaps and in a television advertisement. Explain the copyright position and what MOTH & MOSS must do. *(4 marks)*

Q15. A designer redraws an existing illustration and changes about twenty per cent of it. Explain why this is still likely to infringe copyright. *(3 marks)*

Q16. Explain the legal position of a typeface used in a design solution, and identify one condition a font licence commonly imposes. *(3 marks)*

Q17. Compare the legal obligations of a designer working in the field of **Messages** (MOTH & MOSS) with those of a designer working in the field of **Interactive experiences** (PARCEL). *(4 marks)*

Q18. Two students make the following statements. Explain why each is incorrect, and state the accurate position. *(4 marks)* (a) “The designer applied for copyright on the logo before the launch.” (b) “A trademark protects a product from being copied.”

Q19. Choose **one** of MOTH & MOSS, IRONBARK or PARCEL. Explain **three** legal obligations its designer needed to consider, stating for each how the obligation arises and the feature of the design example it attaches to. Explain why an ethical obligation would not answer this question. *(6 marks)*

Answers

Q1. (a) Original artistic and literary works — the expression, not the idea. (b) Automatically, when the work is put in material form. (c) See solutions. **Q2.** (a) Mandatory product safety standards (accept labelling/consumer guarantees). (b) E.g. a compliance and safe-use warning label. (c) Publication before filing can destroy the novelty of the design. **Q3.** (a) Legal: design registration; *Privacy Act 1988*. Ethical: Indigenous Design Charter; acknowledging inspiration in a folio. (b) Legal = court action, damages, fines, orders to stop; ethical = loss of trust and reputation. **Q4.** (a) BY = attribute the creator; NC = non-commercial use only; ND = no derivatives. (b) The paid campaign breaches NC and the crop breaches ND. **Q5.** (a) A sign distinguishing one trader's goods or services. (b) TM = any unregistered mark; ® = registered only. (c) The name may already be registered — rebranding costs, and possible infringement action. **Q6.** (a) The right of attribution and the right of integrity. (b) See solutions. **Q7.** Privacy/data protection; copyright licences for map data, photograph and code; trademark (PARCEL ®); accessibility. **Q8.** The location consent checkbox and the privacy collection notice (accept “Download my data” as the right of access, or “Delete my account” as the duty to destroy or de-identify data no longer needed). **Q9.** Map data and photograph are licensed copyright works; code is a literary work; scope of licence must cover app use. **Q10.** Disability Discrimination Act 1992; text size, high contrast, screen-reader labels. **Q11.** National Construction Code/building codes; planning permits and council regulations; safety; accessibility. **Q12.** Patent (mechanism); design registration (appearance); trademark (name plate); product safety standards and labelling. **Q13.** Copyright — automatic, life + 70 years. Trademark — registered, 10 years renewable indefinitely. Patent — registered, up to 20 years. Design — registered, 5 years renewable to 10. **Q14.** The licence is limited by media, territory and term; new uses need a new licence (or assignment) from the illustrator. **Q15.** A substantial part is judged qualitatively, not by percentage. **Q16.** A font is licensed software; the licence commonly limits desktop/web/app use, the number of users or page views. **Q17.** Shared: copyright, licensing, trademark. Different: consumer/labelling law versus privacy law and accessibility. **Q18.** (a) Copyright is automatic; it cannot be applied for. (b) A trademark protects the sign, not the product; appearance = design registration, function = patent. **Q19.** See fully-worked solutions.

Fully-worked solutions

Q1. (a) Copyright protects **original artistic and literary works** — illustrations, photographs, drawings, layouts, text and code. It protects the **expression** of an idea, not the idea itself. (b) **Automatically**, the moment the work is expressed in material form. There is no application, no fee and no register in Australia, and the © symbol is a notice rather than the source of the protection. (c) Material published online is still an original work in material form, so it is **protected by copyright** exactly as a printed work is; being publicly visible is not a licence to reuse it. Unless the work is out of copyright, or carries a licence (such as a Creative Commons licence) whose conditions the designer meets, reproducing it — or a **substantial part** of it — infringes the owner's copyright (*2 marks: copyright still applies + a licence or permission is required*).

Q2. (a) **Mandatory product safety standards** (accept consumer guarantees, or labelling requirements). (b) A **compliance and safe-use label** — for example, warnings about the hot surface, safe fuel and required clearances, plus the manufacturer's identifying details. (c) A registered design must be **new** at the date it is filed. Publishing photographs of IRONBARK before filing makes the design public, which can **destroy its novelty** and prevent the studio from obtaining a valid design registration — so a competitor could then copy the appearance freely (*2 marks: novelty requirement + the commercial consequence*).

Q3. (a) **Legal** — a design registration; the *Privacy Act 1988*. **Ethical** — the *Australian Indigenous Design Charter*; acknowledging a source of inspiration in a folio (*2 marks for all four correct*). (b) Breaching a **legal** obligation is enforceable: the designer or client can be taken to court and face an injunction ordering them to stop using the work, damages, fines, a product recall or a refused approval. Breaching an **ethical** obligation is not in itself unlawful; the consequences are professional — loss of trust, damaged relationships with communities and clients, reputational harm and possible exclusion from a professional body (*2 marks: enforceable/legal consequence contrasted with professional/reputational consequence*).

Q4. (a) **BY** — the creator must be **attributed**. **NC** — the work may be used for **non-commercial** purposes only. **ND** — **no derivatives**: the work may not be altered, cropped or adapted. (b) A paid advertising campaign is a **commercial** use, which the NC condition prohibits, and **cropping** the photograph creates a derivative, which the ND condition prohibits. A Creative Commons licence is still a copyright licence, so using the image outside its conditions is an infringement; the studio would need a separate commercial licence from the photographer (*2 marks: both conditions identified and applied*).

Q5. (a) A trademark protects a **sign** that distinguishes one trader's goods or services from another's — a name, logo, shape, colour or sound. (b) **™** may be used on **any** mark, including an unregistered one, to indicate that a trader claims it as a trademark. **®** may be used **only** for a mark that has been **registered** with IP Australia; using it on an unregistered mark is unlawful and misleading. (c) The name may already be **registered** by another trader in the same class. The studio's client could be required to stop using it, forced to rebrand every application of the identity at its own cost, and exposed to an **infringement** action (2 marks: prior registration + the commercial and legal consequence).

Q6. (a) The **right of attribution** (to be named as the creator) and the **right of integrity** (not to have the work subjected to derogatory treatment). Accept also the right not to be **falsely attributed**. (b) Naming the illustrator engages her **moral rights**, which are part of Australian copyright legislation — they are automatic, cannot be sold or transferred, and are enforceable. Noting a source of inspiration in a folio is different: nothing of the source has necessarily been reproduced, so no copyright work is being used. It is a **professional and academic convention** that demonstrates integrity and lets others trace the designer's thinking, and it is required by the Study Design, but it is not itself legislation (2 marks: moral rights identified as law + folio acknowledgement identified as a convention, with the reason).

Q7. The most significant obligation is **privacy and data protection**. PARCEL collects a user's name, email address and **location**, so under the *Privacy Act 1988* and the Australian Privacy Principles the designer had to build in a **privacy collection notice**, obtain **consent** for location sharing through an unticked opt-in, and give the user a way to **access** the information held about them — the "Download my data" control on the settings screen. The "Delete my account" control beside it is how the app meets the separate obligation to **destroy or de-identify** personal information it no longer needs. Second, **copyright**: the map imagery, the courier photograph and the app's code are protected works, so each must be **licensed** for use in a commercial app — the "© map data" credit on the tracking screen is evidence of a data licence being acknowledged. Third, the **®** on the PARCEL wordmark shows a **registered trademark**, obtained by application to IP Australia rather than automatically. Fourth, **accessibility**: the text-size, high-contrast and screen-reader settings respond to obligations under the *Disability Discrimination Act 1992* (4 marks: multiple obligations, named accurately, each tied to visible evidence).

Q8. Privacy law requires that personal information be collected only with the user's knowledge, that it be limited to what is reasonably necessary for the service and collected by fair means, and that the user be told what is collected and why. Two visible results are the **unticked "share my location" checkbox**, which makes location sharing an active opt-in rather than a default, and the **"privacy collection notice" link** placed directly above the sign-up button, so the user can read what is collected before consenting. (Accept "Download my data" as evidence of the user's right of **access** to the personal information held about them, or "Delete my account" as evidence of the organisation's duty to **destroy or de-identify** information it no longer needs — Australian privacy law confers no general right of erasure.) Both features exist because of a legal requirement, not because they look good (3 marks: the obligation stated + two visible features explained as consequences of it).

Q9. All three are protected by **copyright**, which arose **automatically** for each creator, so PARCEL needs a **licence** for each. The **map imagery** is licensed from a mapping provider, and the licence conditions typically require the attribution shown as "© map data" on the tracking screen. The **courier photograph** is a photographic work owned by the photographer, so PARCEL needs a licence and, because it shows an identifiable person, a **model release** and a privacy basis for displaying it. The **code** is protected as a literary work; any third-party or open-source libraries carry licences whose conditions (such as attribution or share-alike terms) bind the developer. In each case the licence must cover the actual use — commercial, in-app, in Australia and for the life of the product — because a licence granted for one purpose does not extend to another (4 marks: copyright identified as automatic; each asset addressed; scope of licence explained).

Q10. Accessibility is a legal obligation because the *Disability Discrimination Act 1992* makes it unlawful to provide services in a way that discriminates against people with a disability, and digital services are covered. In PARCEL this shapes the interface directly: the settings screen offers **text size** adjustment, a **high contrast** mode and **screen-reader labels**, so users with low vision or who rely on assistive technology can complete the same tasks as any other user. These are not optional enhancements — an app that could not be operated by a screen reader would expose its owner to a complaint (3 marks: the obligation named and sourced + specific evidence from the example + the consequence).

Q11. In **Environments**, legal obligations arise because people occupy and move through the outcome, so the risk is physical. First, the design must comply with the **National Construction Code** and the relevant building codes, which

govern structure, fire safety, egress and materials; a design that does not comply will not be approved or certified. Second, a **planning permit** and compliance with local council regulations are usually required, covering matters such as height, setbacks, overshadowing, signage and heritage overlays. Third, **accessibility** is a legal requirement under the *Disability Discrimination Act 1992* and the relevant Australian Standards, so ramps, door widths, accessible sanitary facilities and tactile ground surface indicators must be designed in, not added later. Fourth, **safety regulations** govern balustrade heights, glazing, slip resistance and lighting. Copyright still protects the architect's own drawings, but the field-specific obligations above are the ones that determine whether the project can legally be built (4 marks: at least three obligations named accurately and discussed, with the reason they attach to this field).

Q12. IRONBARK sits in the field of **Objects**, where legal obligations attach both to the ideas in the product and to its safety in use. **Intellectual property** obligations come first. The **fold-flat hinge** is a mechanism, so the studio could apply for a **patent** — a registered right, granted only if the invention is new, useful and involves an inventive step, and lasting up to 20 years. The **tapered silhouette and punched pattern** are the product's appearance, so a **design registration** would protect its shape, configuration, pattern and ornamentation for 5 years, renewable to 10; it must be filed before the design is made public. The **name plate** can be protected as a **registered trademark**, renewable every ten years, while **copyright** in the studio's own drawings and renderings exists **automatically**.

Beyond intellectual property, IRONBARK is a consumer object that burns fuel, so **mandatory product safety standards** apply: the stove must be designed and tested so that surfaces, stability and clearances do not create a foreseeable hazard, and it must carry **labelling** with safe-use warnings and the supplier's details. **Consumer guarantees** under the Australian Consumer Law require it to be of acceptable quality and fit for its stated purpose, which constrains material and construction decisions. Together these obligations shape the design itself — the leg spread, the vent sizing and the choice of steel are legal decisions as much as aesthetic ones (6 marks: at least four obligations, accurate registered-versus- automatic terminology, at least one non-IP obligation, and each linked to a feature of the example).

Q13. **Copyright** — arises **automatically** when the work is put in material form; lasts generally for the creator's lifetime plus 70 years. **Registered trademark** — obtained by **application to and examination by IP Australia** in nominated classes; lasts 10 years and may be **renewed indefinitely**. **Standard patent** — obtained by **application and examination**, and only if the invention is new, useful and inventive; lasts **up to 20 years** and cannot be renewed beyond that. **Registered design** — obtained by **application to IP Australia**, which registers it after a **formalities check** rather than an examination; it must be new and distinctive, and must be examined and certified before it can be enforced; lasts **5 years, renewable to a maximum of 10** (4 marks: one for each right, requiring both how it arises and its duration).

Q14. Copyright in the illustration belongs to the **illustrator**, and MOTH & MOSS holds only a **licence**. That licence is limited in **media** (candle packaging), **territory** (Australia) and **term** (three years), so it does not extend to a **new product range** or to **television**, which is a different medium and a much broader use. Using the illustration in those ways without permission would **infringe copyright** even though the brand paid for the original commission. MOTH & MOSS must therefore negotiate a **new or varied licence** — or a written **assignment** of copyright — covering the new media, products and term, and pay any further fee agreed. The illustrator's **moral rights** continue regardless, so she must still be attributed and the artwork must not be treated derogatorily (4 marks: licence versus ownership; the specific limits identified; the infringement consequence; the action required).

Q15. Copyright is infringed by reproducing the whole **or a substantial part** of a work, and “substantial” is judged **qualitatively** — by how important or distinctive the copied part is — not by the percentage of the image that has been changed. There is no “twenty per cent rule”. If the redrawn illustration still reproduces the distinctive features of the original — its composition, its characteristic figures, its treatment — then a substantial part has been taken and the new drawing infringes, and it may also be an unauthorised **adaptation** of the original work (3 marks: substantial part + qualitative test + the myth explicitly rejected).

Q16. A typeface is supplied as **licensed software**, and the licence agreement — not ownership of the file — determines what the designer may lawfully do with it. Downloading, copying or passing on a font without a licence breaches that agreement, and the resulting design cannot be legally released. A font licence commonly limits **the type of use** — separate licences for desktop artwork, webfont embedding and embedding in an app or e-book — and may also cap **the number of users or workstations**, the number of monthly **page views**, or the number of product units. A designer must check that the licence covers the final medium before the solution is produced (3 marks: licensed software + the licence governs use + one specific condition).

Q17. Both designers share a core of obligations. **Copyright** applies automatically to the commissioned illustration on the MOTH & MOSS label and to the photograph, map data and code in PARCEL, so both must hold **licences** whose scope covers the actual use. Both also rely on **registered trademarks** — each carries an ® — which had to be applied for rather than acquired automatically.

The obligations then diverge with the outcome. In **Messages**, the pack is a physical product making claims to shoppers, so **labelling and advertising law** dominates: “100% natural soy wax” must not mislead or deceive under the Australian Consumer Law. In **Interactive experiences**, the app collects personal information, so **privacy and data-protection law** dominates: a collection notice, consent for location sharing, the user’s right to **access** what is held about them and the operator’s duty to **destroy or de-identify** information it no longer needs are all legal requirements, and **accessibility** obligations shape the interface’s text size, contrast and screen-reader support. The difference arises because legal obligations follow the **risk the outcome creates** — a misleading pack misleads a buyer, whereas a poorly designed app exposes personal data and can exclude users *(4 marks: congruent two-sided treatment — at least one similarity and two differences, with evidence and a stated reason for the difference).*

Q18. (a) The statement is incorrect because **copyright cannot be applied for**. In Australia there is no copyright register and no application process: copyright arose **automatically** the moment the logo was drawn or the artwork file was made, at no cost. The accurate statement is that the designer **owned copyright in the logo artwork from creation**, and if the client needed to own it, copyright had to be **assigned in writing**; if the client wanted exclusive rights in the name or mark, it had to **register a trademark**. (b) The statement is incorrect because a **trademark protects a sign**, not a product. It protects the name, logo, shape, colour or sound that identifies whose goods these are, for the classes in which it is registered. Protecting a product from being copied is the work of other rights: a **patent** protects how the product **works**, and a **design registration** protects how it **looks** *(4 marks: 2 for each — the error identified and the accurate position stated).*

Q19. *(Model, using PARCEL.)* The first obligation is **privacy and data protection**. Because PARCEL collects a user’s name, email address and location, the *Privacy Act 1988* and the Australian Privacy Principles require consent and disclosure, which is why the sign-up screen carries an **unticked “share my location” checkbox** and a **privacy collection notice**, and why the settings screen offers “Download my data” — the user’s right to **access** what is held about them — alongside “Delete my account”, which lets the operator meet its duty to **destroy or de-identify** information it no longer needs. This obligation arises from **legislation** and applies as soon as personal information is collected.

The second is **copyright**, which arose **automatically** for the creator of every asset the app uses. The **map imagery** on the tracking screen is licensed from a provider — the “© map data” credit is the acknowledgement that licence requires — and the courier photograph and the underlying code are likewise licensed works. The designer’s obligation is to hold a licence broad enough to cover commercial in-app use.

The third is the **registered trademark** shown by the ® beside the PARCEL wordmark. Unlike copyright, this right exists only because the owner applied to IP Australia and paid, and the mark was **examined** before it was registered; it lasts ten years and must be renewed.

An **ethical** obligation — such as following the *Australian Indigenous Design Charter*, acknowledging sources of inspiration or dealing fairly with contractors — could not answer this question. Those expectations come from codes, charters and professional protocols rather than from legislation, so breaching them damages trust and reputation but is not unlawful, and the question asks specifically for obligations imposed by law *(6 marks: three obligations, each named precisely, each with how it arises and the feature it attaches to, plus an accurate legal/ethical distinction).*

Chapter 10 Legal, ethical, sustainable & cultural practice — 10B Ethics, acknowledgement & culturally appropriate practice

Theory

Ethical practice is the conduct a designer owes to the people, communities and cultures affected by their work. A **legal obligation** is imposed by law — by legislation, or by a contract the designer has entered into — and is enforced through the courts. An **ethical obligation** is set out in professional **codes of practice, charters and protocols** instead — it is a responsibility the profession accepts, not a law. A designer who ignores an ethical obligation has usually broken no law, but has damaged trust, reputation and relationships, and may have caused real harm to the people whose work or culture was used.

	Legal obligation	Ethical obligation
Where it comes from	legislation (Acts of Parliament) and contract	codes of practice, charters, protocols, professional standards
Examples	copyright, moral rights, trade marks, patents, design registration, privacy, safety and building codes, consumer law	acknowledging sources of inspiration, consultation and consent, respectful and accurate representation, attribution, benefit sharing, honest claims, fair treatment of collaborators
Who enforces it	the courts, and regulators administering the relevant Act; a rights holder must sue to enforce its own IP (IP Australia registers rights, it does not enforce them)	the profession, the client, the community, public reputation
Consequence of breach	court action, damages, fines, an order to stop	loss of trust and reputation; harm to a community; loss of the relationship

Chapter 10A deals with the legal layer. **This subtopic deals with the ethical layer** — and the two must be kept apart. The assessors' reports are blunt about this: the most common single error in this part of the course is answering a *legal obligations* question with ethical content, or the reverse.

Watch-out — the Charter and ICIP are ethical, not legal. The **Australian Indigenous Design Charter** and **Indigenous Cultural and Intellectual Property (ICIP)** protocols are important frameworks for **ethical practice**. They are **not legislation** and can never be offered as a legal obligation. Consultation, consent, respectful representation and benefit sharing are ethical practices, not laws.

The Study Design names three ethical duties for this study: **acknowledging sources of inspiration and support resources; culturally appropriate design practices**, including protocols for the creation and commercial use of Indigenous knowledge; and the general professional conduct of the designer.

1. Acknowledging sources of inspiration and support resources

Designers find inspiration in the work of others. The obligation is to record **where** every source came from, in enough detail that another person could find it again. The Study Design sets the convention:

- **Texts and magazines** — the specific title and the publication date.
- **Websites** — the **title of the website**, the **exact URL** and the **retrieval date**.
- **Social media** — the **username**, the **site name**, the **exact URL** and the **date of the post**.
- All of this is placed **at the point where the sourced material is used** in the design process, not collected in a list at the back.



RIVERSTONE STUDIO
winter market poster (Messages)

FOLIO PAGE 12 — SOURCES AND ACKNOWLEDGEMENTS

each entry recorded at the point in the folio where the source was used

● INSPIRATION — layout structure

Poster Annual (Kerr & Blake, eds), published 2019, p. 42

● IMAGE — photograph “Frost Field”

J. Reid · Fieldnotes (website) · <https://fieldnotes.example/frost-field>
retrieved 12 May 2026

● SOCIAL MEDIA POST — colour study

@lumen.press · Palette Daily (social platform)
<https://palettedaily.example/p/8fk2> · posted 3 April 2026

● COMMISSIONED WORK — the illustration

D. Marchetti · fee and credit agreed in writing · named on the poster

● NOT ACKNOWLEDGED — mood-board image

saved from a social pin-board · no title, no creator, no URL, no date

ETHICAL PRACTICE, NOT LAW

acknowledging sources is a professional convention and an ethical duty

The RIVERSTONE STUDIO folio page above shows the practice done properly. Four sources carry a complete entry recorded beside the work they informed; the commissioned illustrator is named on the finished poster as well as in the folio. The fifth entry is the failure: an image saved from a social pin-board with no title, no creator, no URL and no date. It cannot be traced, its creator cannot be credited, and the studio cannot show that its own design is original.

Acknowledgement matters for three reasons: it **respects the creator** whose work made the idea possible; it makes the design process **traceable**, so a studio (or a student, under VCE authentication rules) can show that the resolved work is its own; and it is the line that separates legitimate **inspiration** from **appropriation**.

Inspiration, appropriation and plagiarism. Drawing on a source and *transforming* it into something new is inspiration, and it is acknowledged. Taking a source and using it substantially unchanged, without permission or credit, is **appropriation** — and where it is passed off as the designer’s own work it is **plagiarism**. The test is not whether a source was used, but whether it was transformed, permitted and acknowledged.

2. Culturally appropriate design practice

Culturally appropriate practice means designing **with** a culture rather than **from** it: consulting the people whose culture is involved, obtaining their consent, representing them **accurately and respectfully**, crediting them, and making sure they share in the benefit. Its opposite is **cultural appropriation** — taking culturally significant material without knowledge of its meaning, without permission, and without benefit flowing back to the community it belongs to.

Aboriginal and Torres Strait Islander protocols. Aboriginal and Torres Strait Islander peoples are the first Australians and the **oldest continuous living cultures in human history**. They are not one culture: they are many nations with diverse cultural traditions, social and kinship structures, languages and dialects. That diversity is itself a protocol — a designer must work with the specific community concerned, and must never treat one community’s permission, imagery or story as standing for another’s.

The **Australian Indigenous Design Charter: Communication Design — Protocols for sharing Indigenous knowledge in communication design practice**, published by the Design Institute of Australia, sets out **ten protocols** for designers, clients and buyers of design. In summary they require that:

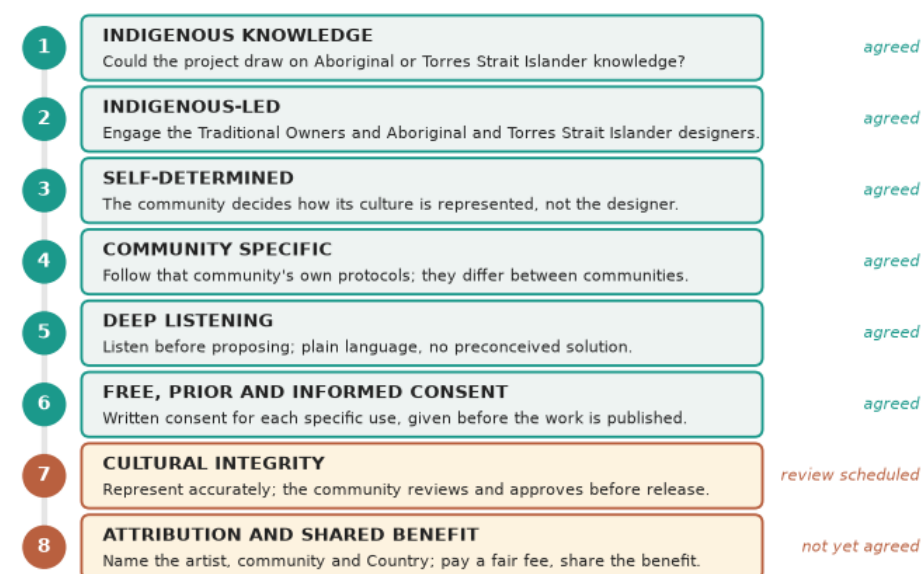
1. **Indigenous knowledge** — the designer asks at the outset whether the project could or should draw on Aboriginal and Torres Strait Islander knowledge.
2. **Indigenous-led** — the creation of any Indigenous representation is led by Aboriginal and Torres Strait Islander people connected to the relevant community.
3. **Self-determined** — the community decides how its own culture is represented.

4. **Community specific** — the designer follows that community's own protocols, which differ between communities and may restrict when, how and by whom knowledge is shared.
5. **Deep listening** — the designer listens first, in plain language and without a preconceived solution or a rushed timeline.
6. **Impact of design** — the design respects the culture rather than using it as a point of commercial difference.
7. **Shared knowledge** — clients and all stakeholders are involved from the start and understand how long genuine consultation takes.
8. **Legal and moral** — permissions, copyright and moral rights are respected and artwork is acquired ethically.
9. **Reconciliation** — the studio builds these protocols into its own organisational commitments.
10. **Charter implementation** — the protocols are actually applied: culturally appropriate language, permission for the story, review of the design before publication, and outcomes that benefit the community.

Indigenous Cultural and Intellectual Property (ICIP) is the term for the rights Aboriginal and Torres Strait Islander peoples hold in their cultural heritage — stories, songs, dance, ceremony, designs and symbols, languages, knowledge of Country, plants and animals, sites and ancestral remains. The crucial point for this study is that **Australian intellectual property law does not protect most ICIP**. Copyright protects a particular work fixed in material form by an identifiable author, for a limited term; it does not protect knowledge that is **communally owned**, passed down over generations, and far older than any copyright term. The gap that the law leaves is filled by **ethical** protocols — which is precisely why consultation and consent are obligations of practice rather than of legislation.

NORTHWIND — visitor centre place-brand and wayfinding, built on Country

the culturally appropriate practice pathway RIVERSTONE STUDIO must follow



ETHICAL — the whole pathway above

Indigenous Design Charter · ICIP · codes of practice
not legislation — breach costs trust and reputation

LEGAL — a separate, parallel layer

Copyright Act 1968 · Trade Marks Act 1995 · contract
breach can mean court action, damages, an injunction

The NORTHWIND pathway shows the sequence in practice. The studio asks whether Indigenous knowledge is relevant; engages the Traditional Owners and Aboriginal and Torres Strait Islander designers; recognises that this community sets its own protocols; listens before proposing; obtains **free, prior and informed consent** in writing for each specific use before anything is published; has the artwork reviewed and approved for **cultural integrity** before release; names the artist, community and Country on the finished work; and agrees a fair fee and an ongoing share of the benefit. Two steps on this project are still outstanding — the cultural review and the benefit-sharing agreement — so the process is not yet complete.

Acknowledgement of Country and Welcome to Country are often confused. A **Welcome to Country** can only be delivered by a Traditional Owner or Elder of that Country. An **Acknowledgement of Country** can be offered by anyone, and recognises the Traditional Owners of the land. An Acknowledgement printed on a design is a respectful

gesture, but it is not consultation, not consent and not attribution — it does not by itself make a project culturally appropriate.

3. Ethical conduct in everyday practice

Beyond acknowledgement and culture, contemporary designers carry a set of everyday ethical obligations, and Section A questions can reach any of them:

- **Honest representation** — claims made on or about a design must not mislead. Overstated environmental claims (“greenwashing”) are the common example. Note that this duty has a **legal** edge as well: a claim made in trade must not be misleading or deceptive under the Australian Consumer Law. The ethical obligation is the wider one — substantiate what you say, and give the qualification the same visual weight as the claim, even where the law would not compel it.
- **Respectful use of images, people and data** — consent for photographs of identifiable people; privacy and data collection kept to what the user would reasonably expect, beyond the legal minimum.
- **Disclosure of how the work was made** — stock, licensed and AI-generated content identified, so the audience and the client are not misled about authorship.
- **Inclusive and accessible design** — legible type, adequate contrast, plain language, so the design can actually be used by the whole audience.
- **Fair treatment of collaborators and specialists** — proper credit, agreed fees, and payment on time to illustrators, photographers, printers and manufacturers. (Do not call this “fair dealing”: in Australian law *fair dealing* is the name of the narrow copyright **exceptions** — research or study, criticism or review, parody or satire, news reporting — and using the term here is a copyright error, not an ethics point.)

The analytical move. A Section A answer on ethics does five things: **name** the obligation; **classify** it as ethical (and say why it is not legal); **name the practice** that meets it; **cite evidence** from the design example; and say **what is at risk** if it is ignored.

Watch-out — do not classify the wrong way. Copyright, moral rights, trade marks, patents, design registration, privacy and safety codes are **legal**. Consultation, consent, benefit sharing, acknowledgement of sources of inspiration and respectful representation are **ethical**. Naming an obligation is worth nothing if it is filed under the wrong heading.

Watch-out — two obligations sit in both columns. Attribution and honest claims are ethical obligations, and VCAA’s reports treat them that way — but neither is *only* ethical. Where a protected work is actually reproduced, the author’s **moral right of attribution** under the *Copyright Act 1968* makes crediting them law as well; and where a claim is made **in trade**, the Australian Consumer Law prohibits misleading or deceptive conduct, so a claim that is literally true but misleading in context is unlawful. Never write that “no law requires a designer to give credit” or “no law requires claims to be accurate”. The accurate line is narrower: nothing in law requires a designer to record a **source of inspiration** they have not reproduced, or to consult a community, or to share the benefit — and *that* is the gap ethics fills.

Watch-out — copyright does not do the job of consultation. Do not write that a designer “needs copyright permission from the community”. Community knowledge, stories and designs are largely outside copyright. The obligation is **consent obtained under the community’s own protocols**.

Watch-out — acknowledge at the point of use, in full. “Found online” or “from a social media page” is not an acknowledgement. Record the site name, the exact URL and the retrieval or post date, beside the work it informed.

Watch-out — consultation is not a single tick. Consent must be **free, prior and informed**, it is given for a **specific use**, and the relationship continues after the design is delivered.

Watch-out — do not treat the cultures as one. “Aboriginal culture” as a single thing is inaccurate. Protocols are **community specific**, and a non-Indigenous designer imitating an Aboriginal visual style is not culturally appropriate practice, whatever the law permits.

Worked examples

Example 1 — scaffolded

Explain **two** ethical obligations the RIVERSTONE STUDIO designer has met, using evidence from the folio page. (4 marks)

Working	Comment
Obligation 1 — acknowledging sources of inspiration. The studio records the photograph “Frost Field” with the creator (J. Reid), the website name (Fieldnotes), the exact URL and the retrieval date of 12 May 2026. Because the entry is complete and sits beside the work it informed, another person can trace the source, and the studio can show which parts of the poster are its own. Obligation 2 — fair treatment of a collaborator. The illustration was commissioned from D. Marchetti with the fee and credit agreed in writing, and the illustrator is named on the finished poster, not only in the folio. Crediting and paying the illustrator respects their contribution and protects the studio’s professional relationship with a specialist it will work with again.	Name the obligation FIRST, then quote the evidence. The marks sit in the evidence, not in the definition. Explain <i>why</i> the practice meets the obligation — a cause-and-effect chain, which is what “explain” demands. A second, clearly different obligation. Do not give two versions of the same one. Note the overlap: naming the author of a work you reproduce is also the legal moral right of attribution, so the distinctly <i>ethical</i> content here is the agreed fee and the written agreement. Close on what is at risk if the obligation were ignored — this lifts a description into an explanation.

Example 2 — scaffolded

Discuss the culturally appropriate design practices RIVERSTONE STUDIO must adopt on the NORTHWIND project, and explain why these are ethical rather than legal obligations. (6 marks)

Working	Comment
The NORTHWIND visitor centre is built on Country, so the studio must first ask whether the project draws on Aboriginal and Torres Strait Islander knowledge, and if it does, make the work Indigenous-led by engaging the Traditional Owners and Aboriginal and Torres Strait Islander designers. Practice must be community specific: this community’s own protocols govern what may be shared, by whom and when, and cannot be replaced by another community’s permission. The studio must practise deep listening, then obtain free, prior and informed consent in writing for each specific use before anything is published, and have the artwork reviewed and approved by the community for cultural integrity. On release, the artist, their community and Country must be named, and the agreement must provide a fair fee and an ongoing share of the benefit. These are ethical obligations because they come from the Australian Indigenous Design Charter and ICIP protocols, which are professional frameworks, not legislation. Australian copyright law protects a particular artwork once an individual has fixed it in material form, but it	“Discuss” needs the practice IDENTIFIED and shown in use in the example — start at the first step of the pathway. Shows the diversity protocol — a point weak answers miss by writing about “Aboriginal culture” as one thing. Sequence matters: consult, then consent, then review. Naming the Charter’s terms earns the terminology marks. Attribution and benefit sharing are separate obligations from consent — both are needed for the full range. Answer the second half of the question explicitly. The trap, dismantled. This is the sentence assessors reward and most students cannot write.

does not protect communally held knowledge, stories or designs and it does not require anyone to consult. A designer could therefore comply with every law and still fail the community — which is why the obligation is carried by ethical practice.

Example 3 — unscaffolded

Distinguish between drawing inspiration from a source and appropriating it, with reference to the RIVERSTONE STUDIO folio page. (4 marks)

Drawing on inspiration means using a source as a starting point, transforming it into something new, and recording it. RIVERSTONE STUDIO takes a layout structure from *Poster Annual* (Kerr & Blake, published 2019, p. 42) and a colour study from a social media post by @lumen.press, both fully recorded with title, URL and date at the point of use; the resolved winter market poster is its own composition, with an original commissioned illustration.

Appropriation means taking a source substantially unchanged, without permission or credit, and presenting it as one's own. The unrecorded mood-board image on the folio page is the risk: with no creator, no URL and no date, the studio cannot show what it borrowed, cannot credit anyone, and cannot prove the poster is original. The distinction is therefore not whether a source was used, but whether it was **transformed, permitted and acknowledged**.

Example 4 — unscaffolded

Evaluate the extent to which the NORTHWIND project meets the protocols of the Australian Indigenous Design Charter. (6 marks)

The NORTHWIND project meets most, but not all, of the Charter's protocols. Its **strengths** are front-loaded and substantial: the studio asked at the outset whether the project should draw on Aboriginal and Torres Strait Islander knowledge, made the work **Indigenous-led** by engaging the Traditional Owners and Aboriginal and Torres Strait Islander designers, and accepted that the community is **self-determined** — it decides how its culture is represented. The studio also worked in a **community specific** way, following that community's own protocols rather than generalising, used **deep listening** with plain language and no preconceived solution, and obtained **free, prior and informed consent** in writing for each specific use before publication. Together these satisfy the Charter's core requirement that representation is led and controlled by the people whose culture it is.

Two **limitations** remain. The **cultural integrity** review — the community's approval of the artwork before release — is only scheduled, so the design has not yet been checked for accuracy by the people it represents; publishing before that review would breach the Charter no matter how good the consultation was. The **attribution and shared benefit** step is also unresolved: the fee and ongoing royalty are not yet agreed, and until they are, the community carries the cultural contribution while NORTHWIND carries the commercial value.

Overall, the process is well advanced and clearly ethical in intent, but it cannot be described as culturally appropriate practice until the review is completed and the benefit-sharing agreement is signed. On the Charter's own logic, consent at the start does not substitute for approval and benefit at the end (6 marks: *strengths and limitations against named protocols, evidence from the pathway, and an overall judgement*).

Practice questions

Scaffolded

Q1. Using the RIVERSTONE STUDIO folio page: (a) Identify the entry on the folio page that fails to meet the studio's ethical obligations. (1 mark) (b) State the details a designer must record when acknowledging an image found on a website. (2 marks) (c) Explain why acknowledging a source of inspiration is described as an ethical obligation rather than a legal one. (2 marks)

Q2. Legal and ethical obligations: (a) State whether the Australian Indigenous Design Charter is a legal or an ethical framework. (1 mark) (b) Identify one legal and one ethical obligation that could apply to the same design project. (2 marks) (c) Explain how a designer could meet every legal obligation and still act unethically. (3 marks)

- Q3.** Indigenous Cultural and Intellectual Property: (a) State what the abbreviation ICIP stands for. (1 mark) (b) Describe two kinds of cultural material that ICIP covers. (2 marks) (c) Explain why Australian copyright law does not protect most ICIP. (3 marks)
- Q4.** Using the NORTHWIND pathway: (a) Identify the step at which consent must be obtained. (1 mark) (b) Describe what “free, prior and informed” consent requires of the designer. (3 marks) (c) Explain why consultation must continue after consent has been given. (2 marks)
- Q5.** The Australian Indigenous Design Charter: (a) Name two protocols set out in the Charter. (2 marks) (b) For one of them, describe a practice a studio would use to meet it. (2 marks) (c) Explain what the protocol “community specific” requires of a designer. (2 marks)
- Q6.** Cultural appropriation: (a) Distinguish between culturally appropriate design practice and cultural appropriation. (2 marks) (b) Explain why a non-Indigenous designer producing artwork in an Aboriginal visual style is not culturally appropriate practice, even where no law has been broken. (3 marks)

Un scaffolded



OPEN TABLE — campaign poster (Messages)

DETAIL — the small print, enlarged

photography: stock library, standard licence
 illustration: generated with AI
 typeface: Corvid Sans (licensed)
 design: Riverstone Studio
 recipe adapted from a community cookbook
 supported by: Harbour Council · Fold Foundation

*** AUSTRALIA'S MOST SUSTAINABLE MEAL**
 based on our own kitchen's figures

Open Table acknowledges the Traditional Owners of the
 land on which we gather, and pays respect to Elders
 past, present and emerging.

*all of the above is set at about 4 pt in 30% grey on cream
 no artist, community or Country is named anywhere on the poster*

Questions 7–17 refer to the OPEN TABLE campaign poster shown above, unless otherwise stated.

- Q7.** Identify **two** ethical obligations that arise in the OPEN TABLE poster and describe the practice that meets each. (4 marks)
- Q8.** Explain the ethical obligations the OPEN TABLE designer carried in using a photograph from a stock library and an illustration generated with AI. (4 marks)
- Q9.** Discuss whether the headline claim “Australia’s most sustainable meal” meets the designer’s ethical obligation of honest representation. (4 marks)
- Q10.** The poster carries an Acknowledgement of Country. Explain the difference between an Acknowledgement of Country and a Welcome to Country, and discuss what the Acknowledgement does and does not achieve for this campaign. (4 marks)
- Q11.** OPEN TABLE’s client asks the studio to build the 2027 campaign around Aboriginal artwork “because it will make us stand out from the other charities”, and wants finished concepts in three weeks. Discuss the ethical problems this brief creates, and explain how the studio should respond. (6 marks)
- Q12.** For its 2027 campaign OPEN TABLE wants to photograph guests at a Thursday meal, and to collect each guest’s name, phone number and dietary requirements at the door. Explain the ethical obligations the designer carries in using images of identifiable people and in collecting personal information, and describe one practice that meets each. (4 marks)

- Q13.** The poster credits “typeface: Corvid Sans (licensed)”. Explain why the use of the typeface creates a **legal** obligation while crediting its designer is an **ethical** one. *(3 marks)*
- Q14.** Analyse how effectively the credit panel on the OPEN TABLE poster meets the designer’s ethical obligation of attribution, identifying one credit that is inadequate. *(4 marks)*
- Q15.** Explain how the ethical obligation of inclusive and accessible design applies to the OPEN TABLE poster, and describe one change that would better meet it. *(4 marks)*
- Q16.** Evaluate the extent to which the OPEN TABLE campaign meets the designer’s ethical obligations. *(6 marks)*
- Q17.** Compare the ethical obligations that arise in the RIVERSTONE STUDIO winter market poster with those that arise in the NORTHWIND project. *(6 marks)*
- Q18.** A studio publishes a design that draws on knowledge shared by a community before that community has reviewed it. Explain the ethical risks this creates and describe the practice that should have been followed. *(4 marks)*

Answers

Q1. (a) The mood-board image saved from a social pin-board, with no source recorded. (b) The title of the website, the exact URL and the retrieval date. (c) See solutions. **Q2.** (a) Ethical. (b) Legal e.g. copyright or trade mark; ethical e.g. consultation, attribution or acknowledging sources. (c) See solutions. **Q3.** (a) Indigenous Cultural and Intellectual Property. (b) Any two of: stories, songs, dance, ceremony, designs and symbols, languages, knowledge of Country, plants and animals, sites, ancestral remains. (c) See solutions. **Q4.** (a) Step 6 — free, prior and informed consent. (b) Freely given (no pressure), before the work is made or published, and with full information about the specific use. (c) See solutions. **Q5.** (a) Any two of: Indigenous knowledge, Indigenous-led, self-determined, community specific, deep listening, impact of design, shared knowledge, legal and moral, reconciliation, charter implementation. (b) and (c) See solutions. **Q6.** (a) Culturally appropriate practice = consultation, consent, accurate representation, attribution and shared benefit; appropriation = taking culturally significant material without knowledge, permission or benefit to the community. (b) See solutions. **Q7–Q18.** See fully-worked solutions.

Fully-worked solutions

Q1. (a) The mood-board image saved from a social pin-board — the entry marked “not acknowledged”, which records no title, no creator, no URL and no date. (b) The **title of the website**, the **exact URL** and the **date the image was retrieved**, recorded at the point in the folio where the image was used. (c) Acknowledgement is a professional **convention** rather than a law: no Act requires a designer to write down where an idea came from. It is nonetheless an **ethical** obligation because it respects the creator whose work made the idea possible and because it makes the design process traceable, so the studio can show which parts of the resolved design are its own (*2 marks: not required by legislation, plus a reason tied to respect or traceability*). Copying a protected work is a separate, legal question.

Q2. (a) **Ethical.** The Charter is a set of protocols published by the Design Institute of Australia; it is not legislation. (b) **Legal** — copyright in a commissioned illustration (or a registered trade mark, or consumer law governing claims). **Ethical** — consulting and obtaining consent from a community, attributing a collaborator, or acknowledging a source of inspiration. (c) Legal obligations set a **minimum**, and that minimum does not cover everything a designer’s decisions affect. A studio could lawfully draw on a **communally held** motif or story that falls outside copyright altogether, without ever approaching the community it belongs to; it could take the structure of another designer’s layout, transform it enough that no substantial part is reproduced, and record nothing at all about where the idea came from; and it could take the community’s knowledge to market without offering any share of what the campaign earns. **No Act is breached in any of these cases** — there is no law requiring a designer to consult, to record a source of inspiration, or to share a benefit — yet each of them damages the people involved. Ethical obligations exist precisely to cover that gap. (Be careful which example you choose: a claim that misleads in context still breaches the Australian Consumer Law, and failing to credit the author of a work you have actually reproduced still breaches their moral right of attribution — neither is a lawful-but-unethical example) (*3 marks: the legal minimum identified + a concrete lawful-but-harmful example + the conclusion that ethics fills the gap*).

Q3. (a) **Indigenous Cultural and Intellectual Property.** (b) ICIP covers material such as **stories, songs, dance and ceremony; designs, symbols and artistic works; languages; and knowledge of Country**, plants, animals and sites (*any two, described*). (c) Copyright protects a **particular work, fixed in material form**, by an **identifiable author**, for a **limited term**. Most ICIP fails every one of those tests: it is held **communally** rather than by an individual, it is passed down through generations rather than authored on a date, much of it is not fixed in material form at all, and it is far older than any copyright term. The law therefore leaves the knowledge unprotected, and the obligation to consult, obtain consent and share benefit is carried by **ethical protocols** instead (*3 marks: the requirements of copyright + why ICIP does not meet them + the consequence*).

Q4. (a) **Step 6 — free, prior and informed consent.** (b) **Free:** given without pressure, inducement or a deadline that forces a decision. **Prior:** obtained before any work is made or published, not sought afterwards to legitimise something already done. **Informed:** the community is told, in plain language, exactly how the material will be used — which design, which formats, how widely it will be published and for how long — so that consent is given for a **specific** use (*3 marks, one per element*). (c) Consent is given for a particular use at a particular time, and the project keeps changing after it: the artwork is applied to new formats, the wayfinding is extended, the brand is licensed. Each of those is a new use requiring the community’s agreement. Continuing consultation also allows the community to check the work for cultural integrity as it develops, so errors are caught before publication rather than after (*2 marks*).

Q5. (a) Any two of: **Indigenous knowledge, Indigenous-led, self-determined, community specific, deep listening, impact of design, shared knowledge, legal and moral, reconciliation, charter implementation.** (b) (*Model, for Indigenous-led.*) The studio subcontracts the creation of any cultural representation to an Aboriginal or Torres Strait Islander designer connected to the relevant community, and brings the Traditional Owners into the project at the briefing stage rather than showing them a finished concept (2 marks: a concrete, named practice — not a restatement of the protocol). (c) **Community specific** requires the designer to work with the particular community whose knowledge is involved and to follow **that** community's protocols. Aboriginal and Torres Strait Islander peoples are many nations with different traditions, kinship structures and languages, and protocols may limit when, how and by whom knowledge is shared. Permission obtained from one community, or a motif used elsewhere in Australia, gives the designer no authority here (2 marks).

Q6. (a) **Culturally appropriate design practice** works with a culture: the designer consults the community, obtains free, prior and informed consent, represents the culture accurately, attributes the artist and their Country, and shares the benefit. **Cultural appropriation** takes from a culture: culturally significant material is used without knowledge of its meaning, without permission, and without any benefit flowing back to the community it belongs to (2 marks: a congruent two-sided treatment). (b) The visual language of Aboriginal cultures is not a decorative style available to anyone — particular marks, patterns and stories belong to particular communities and carry meaning that only those communities have the authority to use and to explain. A non-Indigenous designer imitating that language produces a representation that is neither **Indigenous-led** nor **self-determined**, and that is very likely to be inaccurate; it also takes commercial value from Aboriginal designers and artists who could have done the work. Copyright will often permit it, because the underlying cultural knowledge is not protected — which is exactly why the obligation is ethical rather than legal (3 marks: authority and meaning + the Charter protocols breached + the legal/ethical distinction).

Q7. (*Any two, described.*) **Acknowledging and disclosing sources** — the poster credits the photography to a stock library under a standard licence and identifies the illustration as generated with AI, so the audience and the client are not misled about how the work was made. **Fair treatment of and attribution to collaborators** — the typeface, the design studio and the supporting partners are named in the credit panel, recognising the contribution of specialists and supporters (4 marks: two distinct obligations, each with the practice that meets it identified on the artifact).

Q8. For the **stock photograph**, the licence is a legal matter, but the ethical obligation is **honest disclosure and respectful use**: the credit tells the audience the image is stock rather than documentary, so a photograph of a generic scene is not passed off as a real Open Table meal, and any identifiable person shown must have consented to that use. For the **AI-generated illustration**, no individual illustrator holds rights in the output, so the obligation is again one of **disclosure of authorship** — the audience and client are entitled to know the image was machine-generated — together with a duty to check that the generated image does not reproduce an existing artist's work or misrepresent the community the campaign serves. In both cases the practice that meets the obligation is the same: name the source at the point of use, on the finished design (4 marks: an obligation correctly identified for each source + the practice + the reason).

Q9. The claim does not meet the obligation of honest representation. **Honest representation** requires that a claim on a design must not mislead the audience. “Australia’s most sustainable meal” is a superlative comparative claim about every meal in the country, but the qualifying note reveals it is “based on our own kitchen’s figures” — the organisation has compared itself with nobody. The qualification is also set at about 4 pt in 30% grey, so the audience reads the claim and not the correction, which is the definition of a misleading impression. This is **greenwashing**: an environmental claim that overstates what the evidence supports. To meet the obligation the studio should either substantiate the claim against independent data or rewrite it as something the organisation can prove, such as “every meal made from rescued food”. Note that this obligation is one of the two that is **also legal**: a superlative claim of this kind, made in trade, engages the Australian Consumer Law prohibition on **misleading or deceptive** conduct, and a literally true qualification set in 4 pt is no answer to a misleading overall impression. The ethical obligation is still the wider one, because it governs the **weight** given to the claim and the correction, not only their truth (4 marks: a judgement + the evidence + why the qualification fails + the fix).

Q10. A **Welcome to Country** can only be delivered by a Traditional Owner or Elder of the Country being visited; it is their welcome to give. An **Acknowledgement of Country** can be offered by anyone and recognises the Traditional Owners of the land — which is what the OPEN TABLE poster does. What it **achieves** is a public statement of respect, and it signals to the audience that the organisation recognises whose land it gathers on. What it does **not** achieve is anything the Charter actually requires: it is not consultation, not consent, not attribution and not benefit sharing. Set at

about 4 pt in 30% grey at the foot of the poster, it also risks reading as tokenism — a gesture given the least visual weight on the page (4 marks: the distinction + what it does + what it does not do, with evidence).

Q11. The brief fails the Charter twice over before any artwork is made, and the studio's obligation is to say so at the briefing rather than after.

The reason given is the wrong reason. The protocol of **impact of design** requires that a design respect the culture rather than use it as a point of **commercial difference**. "It will make us stand out from the other charities" is precisely that motive: the culture is being treated as a marketing asset that differentiates the client from its competitors. Artwork that is properly commissioned, paid for and credited is still being used for a purpose the Charter does not permit if that is why it is there. The brief also pre-empts decisions that are not the client's to make — **Indigenous-led** and **self-determined** put the creation and control of any Indigenous representation with Aboriginal and Torres Strait Islander people connected to the relevant community, and a client who has already decided that the campaign will feature Aboriginal artwork has decided what the culture will be used for.

The timeline makes genuine consultation impossible. **Deep listening** requires the designer to listen first, in plain language, with no preconceived solution and no rushed timeline; **shared knowledge** requires clients to be involved from the start and to understand how long real consultation takes. Three weeks cannot hold identifying the right community, approaching the Traditional Owners, listening before proposing, obtaining **free, prior and informed consent** for a specific use, and returning the developed design for a **cultural integrity** review. Consent given against a deadline the community did not set is not **free**, and consent given on a concept nobody has yet reviewed is not **informed** — so a three-week campaign would breach the Charter even if every other step were attempted.

How the studio should respond. It should raise both problems at the briefing and educate the client, which is itself a Charter duty. First, reset the **purpose**: Aboriginal artwork belongs in this campaign only if there is a real connection between the organisation, the Country it operates on and the community concerned — not because it differentiates the client. Second, reset the **timeline** to whatever genuine consultation requires, and build the fee, the attribution of artist, community and Country, and an ongoing **share of the benefit** into the budget from the start. If the client will move on neither the reason nor the schedule, the ethical answer is to take the cultural element out of the campaign altogether: running it anyway would be **cultural appropriation**, whatever the law permits (6 marks: at least two distinct problems identified against named protocols and explained, plus a response that addresses both the purpose and the process, including the option of declining).

Q12. Images of identifiable people. The obligation is **respectful use of images of people**: consent for the photograph of an identifiable person is the designer's to obtain, and the fact that the hall is open to the public does not supply it. It carries particular weight here, because a guest at a free meal is photographed in circumstances they may not wish made public, and a campaign image can present that person as an object of charity rather than as a participant. The practice that meets it is an **informed, written release taken before the shoot**: each guest is told which images will be used, where and for how long, is free to decline without any effect on their meal, and is shown the frame in which they appear — together with an editorial decision to photograph people cooking, serving and eating together rather than queueing.

Personal information. The *Privacy Act 1988* sets the **legal** floor — tell people what is collected and why, collect only what is needed, keep it secure. The **ethical** obligation runs past that floor: collect only what the service genuinely needs, keep it to what a guest would reasonably expect, and never repurpose a meal-service list as a campaign mailing list. The practice is a short **plain-language collection notice** at the door, with the phone number optional rather than compulsory, dietary requirements taken because the kitchen must cook safely, and a stated date on which the list is deleted (4 marks: 2 for each — the ethical obligation identified and distinguished from the legal minimum, plus a specific practice that meets it).

Q13. A typeface is licensed software, so using it is governed by a **contract** — the licence sets what the studio may do with it, such as print, web or app use, and using it outside those terms is a breach the type foundry can enforce in court. That makes it a **legal** obligation. The licence obliges the studio to pay for the font and stay inside the permitted uses; it does not oblige the studio to print the foundry's name on the poster, and setting text in a font in the ordinary way is not the reproduction of an artistic work that would engage a moral right. Crediting the typeface and its designer is therefore a **professional convention** that recognises another designer's work and lets a reader trace the type, so it is an **ethical** obligation — not a term the foundry could sue on. The same element of a design therefore carries both

kinds of obligation, arising from different sources and with different consequences for breach (3 marks: *the legal source identified + the ethical source identified + the distinction drawn*).

Q14. The credit panel is partly effective. It **succeeds** in naming the sources whose omission would mislead: the photography is identified as stock under a standard licence, the illustration is disclosed as AI-generated, the typeface is named as licensed, the design studio is credited, and the supporting partners are listed — so a reader can trace the authorship of nearly every element. It **fails** in two respects. The credit “recipe adapted from a community cookbook” names no author, publication or community, so the people whose recipe was used cannot be identified, credited or consulted; this is the inadequate credit. And the whole panel is set at about 4 pt in 30% grey on cream, which means attribution technically exists but cannot be read — attribution that the audience cannot see does little of the work it is meant to do. To meet the obligation properly, the cookbook, its community and its date should be named, and the panel set at a legible size and contrast (4 marks: *what works, with evidence + the inadequate credit named + why it is inadequate + the legibility point*).

Q15. Inclusive and accessible design is the ethical obligation to make a design usable by the whole of its audience, and it applies directly here because OPEN TABLE is a **free community meal service** — its audience includes older people, people with low vision and people who read English as an additional language, and the poster is read at a distance in a public space. The credit panel, the qualifying note on the claim and the Acknowledgement of Country are all set at about 4 pt in 30% grey on cream, which is far below a legible size and contrast, so the information most likely to matter to a cautious reader is the information they cannot read. One change: reset the small print at a minimum of 8 pt in a dark tone on the cream ground, and lift the Acknowledgement of Country out of the footnote block into the main body of the poster so it carries visual weight (4 marks: *the obligation defined + applied to this audience with evidence + a specific, workable change*).

Q16. The campaign meets its ethical obligations only in part. Its **strengths** lie in disclosure: the poster identifies the photography as stock licensed from a library, discloses that the illustration was generated with AI, credits the licensed typeface, the design studio and the supporting partners, and carries an Acknowledgement of Country. A reader who examines the credit panel can therefore establish how most of the work was made, which meets the obligations of **honest disclosure** and, in part, **attribution**.

Three **limitations** undercut this. First, the headline claim “Australia’s most sustainable meal” is a superlative rested on “our own kitchen’s figures”, so the campaign’s most prominent statement fails the obligation of **honest representation**. Second, the community cookbook is credited to no author, publication or community, so the one contribution that came from real people is the one not properly attributed. Third, every one of these disclosures is set at about 4 pt in 30% grey, so the poster technically discloses and effectively conceals — a hierarchy that gives the unsupported claim the largest type on the page and the corrections the smallest fails both **accessibility** and the spirit of disclosure.

Overall, the designer has understood that obligations exist but has treated them as small print rather than as design decisions. The campaign would meet its ethical obligations if the claim were substantiated or rewritten, the cookbook and its community properly named, and the credit panel and Acknowledgement set at a legible size (6 marks: *strengths and limitations with evidence, at least three obligations named, and an overall judgement*).

Q17. Both projects place ethical obligations on the same studio, and both turn on acknowledging where material came from — but the obligations differ in kind, in weight and in who must be consulted.

Similarity. In each project RIVERSTONE STUDIO must record and credit the sources it draws on: on the winter market poster it acknowledges the layout reference, the photograph, the social media colour study and the commissioned illustrator; on NORTHWIND it must name the artist, community and Country on the finished work. In both, this is an **ethical practice** — and in both it is in part also a legal one, because naming the author of a work that has actually been reproduced engages that author’s **moral right of attribution**. What no law reaches in either project is the wider duty: recording a source of inspiration nothing has been taken from, and naming a **community and Country** alongside the individual artist.

Differences. The winter market obligations run to **individual creators** — a photographer, an illustrator, an editor — and are met by a complete folio entry and a fair, agreed fee. The NORTHWIND obligations run to a **community**, and cannot be met by record-keeping alone: they require consultation, free, prior and informed consent obtained before production, a cultural integrity review before release, and an ongoing share of the commercial benefit. Second, the

material differs: the poster's sources are protected by copyright and could in principle be licensed, whereas the communally-held knowledge behind the NORTHWIND artwork falls largely outside intellectual property law. Copyright and moral rights attach to the artwork the artist fixes in material form, but nothing in law requires the studio to consult the community, to seek its approval or to share the benefit — so ethical protocols carry that part alone. Third, the consequences differ: a failure on the poster damages a professional relationship, while a failure on NORTHWIND causes cultural harm to a community and cannot be repaired by a payment after the event (6 marks: a congruent two-sided comparison — one clear similarity and at least two developed differences, with evidence from both examples).

Q18. The risks are cultural, professional and commercial. Publishing before review means the representation has never been checked by the people it depicts, so the design may be **inaccurate**, may combine material from different communities, or may make public knowledge that is **restricted** — material that particular community protocols say may only be shared at certain times, in certain places, or by certain people. Once published, that cannot be undone: the harm to the community is permanent, the studio's relationship with it is destroyed, and the client is exposed to public criticism. Consent given at the start does not cure this, because consent was informed by a concept, not by the finished design.

The practice that should have been followed is the Charter's **cultural integrity** step: the developed design is returned to the artist and community for **review and written approval before release**, any changes they request are made, and only then is the work published — with the artist, community and Country attributed on the finished piece (4 marks: at least two distinct risks explained + the named practice, with review placed before publication).

Chapter 10 Legal, ethical, sustainable & cultural practice — 10C Sustainability & circular design practices

Theory

Designers who adopt **circular design practices** consider not only the needs of their audiences or users, but also the **enduring environmental and social impact** of their work. The Study Design is precise about what this involves. Such designers recognise that design decisions play a key role in **minimising waste, pollution and hazardous substances during manufacture or use**. They **reject the linear model of make-use-dispose** and instead seek ways for designs to **retain their value**. They aim to **extend life cycles** and **regenerate natural systems**, prioritising outcomes that are **durable, adaptable**, and that can be **repaired, refurbished, repurposed or reused**.

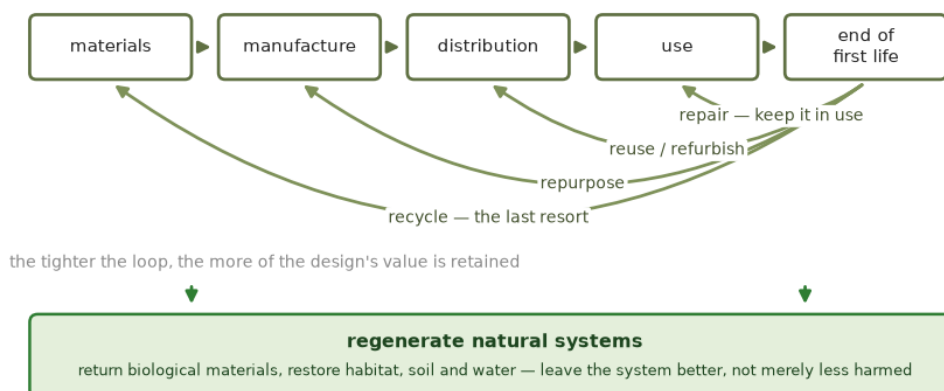
Those are the examinable terms, and they are worth learning as a set, because a question about sustainability is really a question about which of these practices you can find evidence for in a design example — and about what the designer *decided* in order to deliver them.

The linear model, and why designers reject it. In a linear model a design is made, used once or for a short time, and then thrown away. All of the value invested in it — the material, the energy of manufacture, the freight, the designer's own work — is lost at the moment of disposal, and the waste becomes someone else's problem. Circular design practices keep that value in play.

The linear model — rejected by circular design practices



Circular design practices — retain value, extend the life cycle, regenerate



The life cycle. It helps to think of a design as moving through five stages: **materials, manufacture, distribution, use** and **end of first life**. A circular designer works on every one of them, and designs the *return loops* that send a design back into an earlier stage instead of into landfill. The tighter the loop, the more of the design's value is retained.

Return loop	What happens	The designer's decision that makes it possible
Repair	A worn or broken part is replaced and the design stays in use.	Mechanical fixings instead of adhesives; standard, replaceable components; accessible fasteners; published part numbers.
Reuse	The same design is used again, as it is, by the same or a new user.	Durable materials and finishes; washable surfaces; a moulded rather than glued-on identity; a returnable or refillable format.

Return loop	What happens	The designer's decision that makes it possible
Refurbish	The design is cleaned, repaired and restored to service, often by the maker.	A take-back scheme; parts that unclip for cleaning; a form that survives handling and transport.
Repurpose	Components or materials are given a new job in a different design.	Standard section sizes; recognisable, separable parts; avoiding composites and laminates.
Recycle	The material is reprocessed into new feedstock. This is the last resort , because the form, the assembly and much of the value are destroyed.	A single material family (mono-material); no mixed liners, laminates or foils; no adhesive labels; separable fixings.

Minimising waste, pollution and hazardous substances — at manufacture *and* in use. The Study Design names both. A decision that reduces waste on the factory floor (nesting a packaging net efficiently on the sheet, one-colour printing, cutting parts from a standard stock size) is not the same as a decision that reduces waste in the user's hands (a refill rather than a new bottle, a replaceable pump, a durable finish that does not need replacing). Strong responses name which stage the decision acts on.

Regenerating natural systems. This is the most demanding idea in the subtopic, and the one students most often leave out. Minimising harm means taking *less* from natural systems; regenerating them means actively leaving them *better* — returning biological materials safely to the soil, restoring habitat, letting water infiltrate the ground rather than run off, planting indigenous species. A design that adds a planted, water-absorbing bed to a bare car park is regenerative; a design that merely uses less plastic is not.

Environmental *and* social impact. The Study Design's wording is “the enduring environmental **and** social impact of their work”. Circular design practices therefore also cover the people in the system: who makes the design and under what conditions, whether a community can repair it locally, whether the design keeps skills, work and value in the place it serves. Unit 1 frames this as moving “beyond human-centred mindsets to also consider the needs of other species, our planet and its future”; Unit 3 turns it into a question of judgement — “the extent to which contemporary designers adopt sustainable and circular design practices” — which is why so much of this subtopic is examined as *evaluate*. The fields of practice specification puts the ambition plainly: designers “aim to produce less rather than more”.

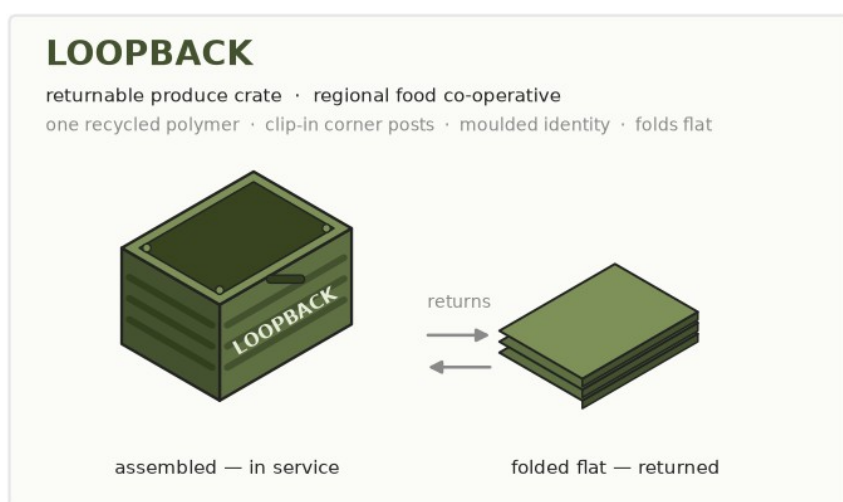
Circular design practices across the four fields.

Field of practice	Typical circular decisions	Evidence in a final solution
Messages	Uncoated or recycled stock; fewer print colours; no lamination, foil or spot varnish; mono-material packaging; a format that folds from one sheet; a digital deliverable instead of a printed one.	One or two ink colours; matte uncoated paper; no plastic window; a packaging net with no glued liner.
Objects	One material family; mechanical fixings; replaceable parts; flat-packing; a refillable or returnable format; a durable, repairable finish.	Visible screws or clips rather than glue lines; a moulded identity; stacking and nesting; standard components.
Environments	Adaptive reuse of an existing building; demountable, bolted structures; hired or reclaimed materials; passive shading and ventilation; indigenous planting and water infiltration.	Bolted rather than welded joints; reclaimed timber; a fabric canopy that unclips; a planted verge or rain garden.
Interactive experiences	Replacing a printed artefact with a screen; a long-lived design system	One interface that serves several tasks; a repair-booking or refill flow;

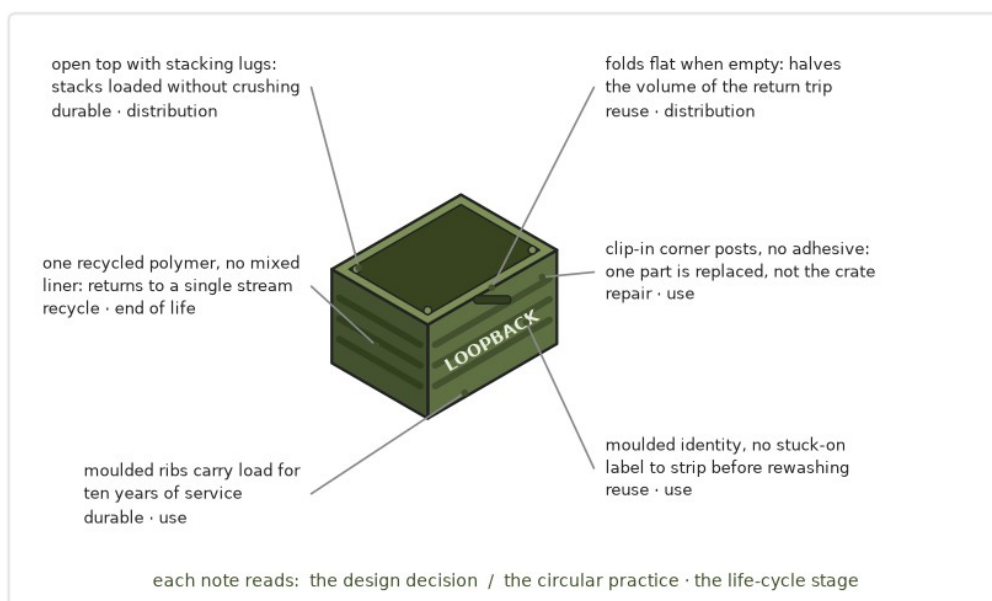
Field of practice	Typical circular decisions	Evidence in a final solution
	rather than a restyle; supporting repair, resale and refill behaviours; light pages and low-energy palettes.	accessible type that keeps older users on the platform.

The value of circular design practices. The Study Design asks for “sustainable and circular design practices, **and their value**”, so be ready to argue the benefit from more than one side. Circular practices are valuable to the **planet** (less extraction, waste and pollution; habitat restored); to **users** (a design that lasts, can be fixed and costs less to keep); to the **client** (retained value, lower material and freight costs, a returning customer, a credible position with a public that is asked to buy less); to the **community** (local repair work and skills); and to the **designer** (a project that satisfies conceptions of good design — Dieter Rams’ “long-lasting” and “as little design as possible”, and the sustainability criteria used in awards such as Good Design Australia’s).

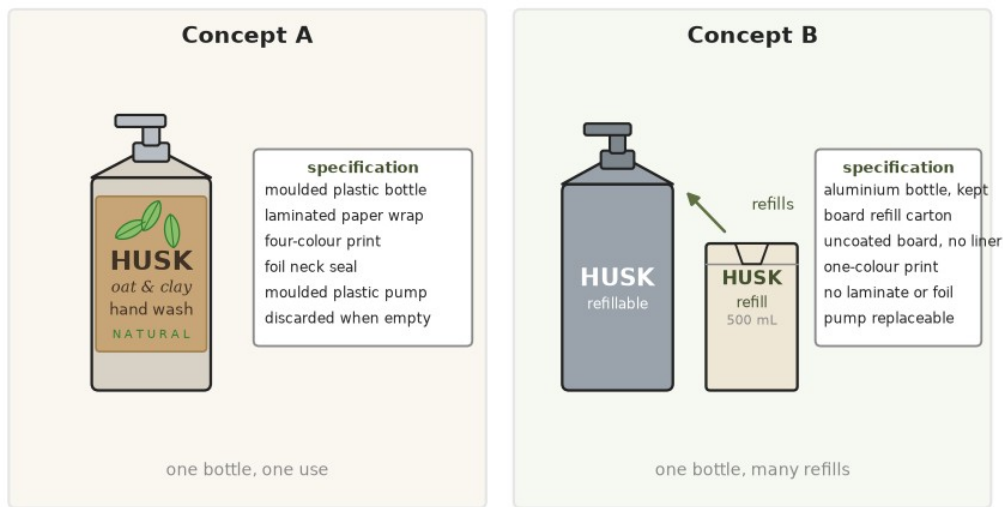
A design example. The original design example below is LOOPBACK, a returnable produce crate designed for a regional food co-operative. Growers pack into it, the co-operative delivers, and the empty crates come back on the same truck.



Read it as a set of decisions rather than a shape. The annotated breakdown below names each visible decision, the circular practice it delivers and the life-cycle stage it acts on. This three-part structure — **decision / practice / stage** — is the structure of a full-mark response.



Looking sustainable is not the same as being circular. This is where marks are most often thrown away. A kraft-brown wrap, a leaf motif, a muted green palette and the word “natural” are **aesthetic decisions** made with the design elements: they build a *natural* aesthetic and they may well be appropriate for the audience. They are not evidence of circular design practice. Evidence of circular practice lies in the material, the construction and the format of the final solution — what happens to the design when the user has finished with it. The two HUSK concepts below answer the same brief for the same brand; one signals sustainability, the other builds it in.



Concept A carries all the visual signals: kraft-toned wrap, three leaves, the word “natural”. Its specification tells a different story — a laminated wrap (paper bonded to plastic film cannot be recycled as paper), a foil neck seal, a moulded plastic pump and a bottle with no way of being refilled. Concept B drops the wrap altogether: a plain aluminium bottle the user keeps, refilled from an uncoated single-material board carton printed in one colour, with a replaceable pump. Concept B looks plainer and is far more circular.

The analytical move. A response that earns full marks does four things, and an *evaluate* question needs a fifth:

1. **Name the practice** in the Study Design’s own terms — extend the life cycle, retain value, reject make-use-dispose, durable, adaptable, repair, refurbish, repurpose, reuse, regenerate natural systems.
2. **Name the design decision** that delivers it — a material, a fixing, a format, a print or fabrication choice.
3. **Point to the evidence** in the **final solution** — something a marker can see or check.
4. **Name the life-cycle stage** the decision acts on, and say what waste or harm it avoids.
5. For *evaluate* or *to what extent*: give a **limitation** as well as a strength, then a **judgement**.

Watch-out — “circular” does not mean circles. Assessors report that students regularly read “circular design” as a reference to circular shapes or a round logo. It refers to a circular flow of materials and value: the rejection of make-use-dispose. Never offer a shape as evidence.

Watch-out — a practice is not a factor. “Sustainability” is not one of the five factors. If a question asks about **factors**, the correct term is **environmental factors**, and you must explain how they influenced the **designer’s decisions**, not why the world needed the design. Circular design practices are what the designer *does*; environmental factors are a condition that *acts on* the designer. Both may appear in the one answer, but keep the two words apart.

Watch-out — do not stop at recycling. “It can be recycled” is the weakest circular claim, because recycling destroys the form and much of the value. Look first for the tighter loops — repair, reuse, refurbishment, repurposing — and for durability and adaptability.

Watch-out — visual cues are not evidence. Green, kraft brown, leaves, earth tones and the word “eco” are aesthetic decisions. Evidence of circular practice is material, construction and format in the **final solution**. If a pack is laminated, a green palette does not save it.

Watch-out — “to what extent” is an evaluation. It asks for strengths **and** limitations plus a judgement, tied to evidence. Very few real designs are fully circular; saying so, with a reason, is what a high-scoring response looks like.

Watch-out — sustainable practice is not a legal obligation. Copyright (automatic on creation) and registered trademarks, patents and designs are **legal** obligations. Acknowledging sources, cultural protocols and sustainable and circular design practices are **ethical and professional** commitments a designer adopts. Keep the three vocabularies distinct, exactly as you would in a legal-and-ethical question.

Worked examples

Example 1 — scaffolded

Explain how the designer of the LOOPBACK crate has used circular design practices to reject the linear make-use-dispose model. (4 marks)

Working	Comment
The linear model would make a single-trip carton, use it once and dispose of it. LOOPBACK is designed instead to retain its value and be returned rather than discarded.	Open by naming the model being rejected and the Study Design's own alternative — “retain their value”. This frames the whole answer.
The crate is moulded in one recycled polymer with no mixed liner , and the identity is moulded into the wall rather than applied as a label.	Name the decision, not the effect. <i>Explain</i> requires the mechanism to start from something visible in the final solution.
Because there is nothing to strip off, the crate can be washed and put straight back into service, so the same crate is reused many times instead of one carton being used per delivery.	This is the cause-and-effect chain: decision, then consequence for the life cycle. Name the loop (“reused”).
The clip-in corner posts are mechanical, not glued, so a damaged post is repaired by replacing one part, and the crate folds flat for the return trip, which halves the volume of freight coming back.	A second practice — repair — tied to its own decision; folding flat is a further decision serving the reuse loop already named. Naming two or three practices earns the upper marks.
At end of life the single polymer returns to one recycling stream. Value is retained at every stage instead of being lost to landfill after one use.	Close on the life-cycle stage and the rejection of disposal. Note that recycling is offered LAST, not first.

Example 2 — scaffolded

Evaluate the extent to which HUSK Concept A adopts sustainable and circular design practices. (4 marks)

Working	Comment
Concept A adopts sustainable and circular design practices only to a limited extent .	An <i>evaluate</i> answer needs a judgement, and it should be stated up front so the marker knows what is being argued.
Its strength is a visual one: the kraft-toned wrap, the leaf motif and the muted palette build a <i>natural</i> aesthetic that communicates environmental care to the audience, and the paper wrap is a smaller printed component than a fully printed bottle.	Give the genuine strength first. Note that it is described as an aesthetic decision — the distinction the assessors look for.
However, the specification shows the pack is not circular. The wrap is gloss-laminated , so paper bonded to film cannot go back into the paper stream; the foil neck seal and moulded plastic pump add two more materials; and the bottle has no refill , so it is discarded when empty.	The limitations must come from the material and construction of the final solution, not from the graphics. Three separate pieces of evidence.
This is the linear make-use-dispose model with an environmental <i>look</i> applied to it: no loop returns the bottle to use, and the mixed materials frustrate even recycling, the weakest loop.	Name the model. This sentence is what separates a 4-mark response from a 2-mark one.
Overall , Concept A communicates sustainability but	Finish with an overall judgement tied to the evidence.

does not practise it: the aesthetic decisions are effective, the circular decisions are largely absent.

Example 3 — unscaffolded

Distinguish between environmental factors and circular design practices, with reference to the LOOPBACK crate. (4 marks)

Environmental factors are one of the five factors that influence design, and they act *on* the designer: the conditions of the natural world and the site that shape what the designer decides. For LOOPBACK, environmental factors include the volume of single-trip cardboard the co-operative was sending to landfill each week and the distance produce travels on regional roads. These conditions pushed the designer toward particular decisions — a returnable format, a single polymer, a crate that folds flat.

Circular design practices are what the designer *does* in response: the practices adopted through the Develop and Deliver stages so that the design rejects make-use-dispose and retains its value. In LOOPBACK these are visible as reuse (a washable crate with a moulded identity), repair (clip-in corner posts that are replaced individually), durability (moulded load-bearing ribs) and, last, recycling (one polymer, one stream).

The distinction is therefore one of direction: an environmental factor is an **influence on the designer's decisions**, while a circular design practice is a **practice the designer adopts**. Using the word “sustainability” where the Study Design says *environmental factors*, or calling a practice a factor, loses marks in both kinds of question.

Example 4 — unscaffolded

Discuss the value of adopting circular design practices for the client and the users of the LOOPBACK crate. (6 marks)

For the **client** — the food co-operative — the value is retained value. A single-trip carton is bought, used once and paid for again next week, whereas one LOOPBACK crate is bought once and earns its keep over ten years of service; the moulded ribs and clip-in posts mean a damaged crate is repaired for the cost of one post rather than replaced. Because the crate folds flat, the return leg of each delivery carries roughly half the volume it otherwise would, so freight costs and fuel fall. The co-operative also gains a credible position with a membership that values environmental responsibility, and the moulded identity carries the brand on every delivery without a printed label being bought and destroyed each trip.

For the **users** — the growers who pack and the members who receive — the value is practical. The crate is durable enough to be stacked when loaded and folds flat when empty, so it protects produce and takes far less room in a shed; it is washable, which matters for food; and because the return loop is built into an existing delivery run, taking part costs the user no extra trip. Participation is easy, which is what makes a circular system actually work rather than merely being described as circular.

There is also **enduring environmental and social** value beyond the two parties. Each reuse displaces a single-trip carton, so waste and the pollution of making and pulping cardboard are minimised; and because posts are replaced locally rather than crates being freighted back to a manufacturer, the repair work and its skills stay in the region. The value of circular design practices is therefore not only environmental — it is commercial, practical and social at the same time, which is why designers argue for it in a pitch rather than treating it as an added cost.

Practice questions

Scaffolded

Q1. Circular design terminology: (a) Name the linear model that circular design practices reject. (1 mark) (b) The Study Design says designers prioritise outcomes that are durable and adaptable, and that can be repaired, refurbished, repurposed or reused. Choose **two** of those six qualities and state what each means for a design. (2 marks) (c) Explain what it means for a design to “retain its value”. (2 marks)

Q2. Using the LOOPBACK crate: (a) Identify one design decision that extends the crate's life cycle. (1 mark) (b) Explain how that decision extends the life cycle. (2 marks) (c) Name the stage of the life cycle the decision acts on. (1 mark)

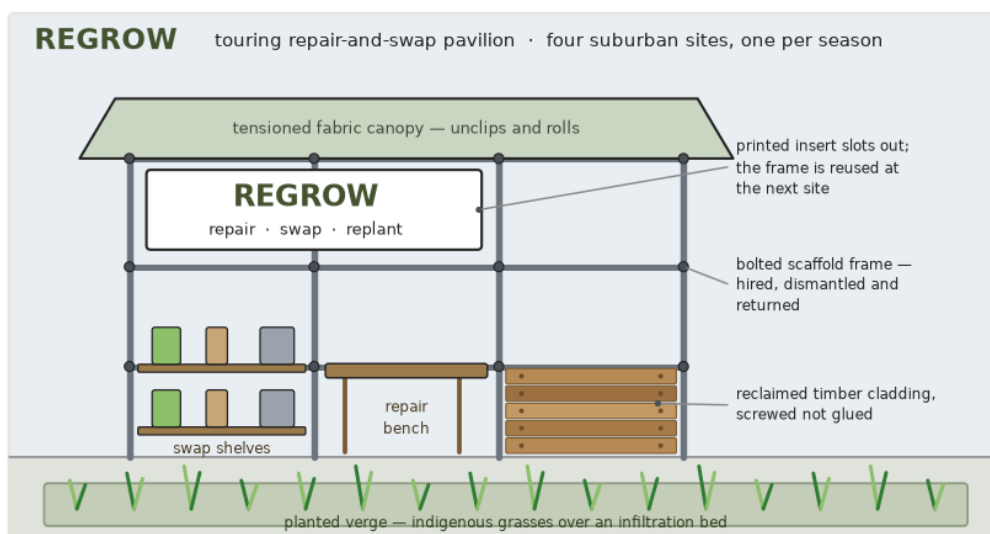
Q3. Using the two HUSK concepts: (a) Identify one visual choice in Concept A that suggests the product is environmentally responsible. (1 mark) (b) Explain why that visual choice is not, by itself, evidence of circular design practice. (2 marks) (c) Identify one decision in Concept B that is evidence of circular design practice, and name the practice. (2 marks)

Q4. A student writes: “The designer has used circular design because the mark is a circle and the crate has rounded corners.” (a) Explain why this response is incorrect. (2 marks) (b) Rewrite it as one correct sentence about the LOOPBACK crate. (2 marks)

Q5. Minimising waste, pollution and hazardous substances: (a) Identify one decision in HUSK Concept B that minimises waste during **manufacture**. (1 mark) (b) Identify one decision in HUSK Concept B that minimises waste during **use**. (1 mark) (c) Explain why a designer must consider both stages. (2 marks)

Q6. Using the life-cycle diagram: (a) Name the four return loops shown, in order from the most to the least value retained. (2 marks) (b) Explain why recycling is described as the last resort. (2 marks) (c) Explain what “regenerate natural systems” adds beyond minimising harm. (2 marks)

Unscaffolded



REGROW is a touring repair-and-swap pavilion commissioned by a metropolitan council. It is assembled for one season on each of four suburban sites — mostly bare car parks and forecourts — where residents bring small appliances, furniture and clothing to be repaired or swapped. The frame is hired scaffold, bolted and returned at the end of the tour; the cladding is reclaimed timber, screwed rather than glued; the canopy unclips and rolls; the sign frame is reused with a new printed insert at each site. The planted verge and its infiltration bed are built into each site and stay there permanently after the pavilion moves on.

Questions 7–12 refer to the REGROW pavilion, unless otherwise stated.

Q7. Explain how the designer of the REGROW pavilion has adopted circular design practices, referring to **two** decisions visible in the final solution. (4 marks)

Q8. Evaluate the extent to which the REGROW pavilion adopts sustainable and circular design practices. (6 marks)

Q9. Explain how the REGROW pavilion regenerates natural systems. (3 marks)

Q10. Discuss how the designer of REGROW has considered the enduring **social** impact of the work, not only its environmental impact. (4 marks)

Q11. Explain how the designer has made the pavilion **adaptable**, so that it can be reassembled on a second site. (3 marks)

Q12. Compare the circular design practices used in the LOOPBACK crate and the REGROW pavilion. (6 marks)

- Q13.** A homewares retailer has commissioned a printed seasonal catalogue. Explain **two** production decisions the designer could make to minimise waste and pollution, naming the life-cycle stage each acts on. (4 marks)
- Q14.** A council proposes replacing its printed household waste-collection calendar with a screen inside its existing app. Discuss the circular value of this decision and identify **one** limitation. (4 marks)
- Q15.** Explain how a designer can use **visual language** to make it easy for users to take part in a circular system, referring to either the HUSK refill carton or the LOOPBACK crate. (4 marks)
- Q16.** Explain why sustainable and circular design practices are described as **practices** a designer adopts, rather than as **legal obligations**. (3 marks)
- Q17.** (Answer from your own study.) For one contemporary designer you have studied, evaluate the extent to which they adopt sustainable and circular design practices. (6 marks)
- Q18.** Choose **one** of the three design examples in this subtopic. Analyse how the designer has extended its life cycle, referring to at least **three** stages of the life cycle. (6 marks)

Answers

Q1. (a) Make-use-dispose (the linear model). (b) Any two of: durable = lasts in service; adaptable = can be changed or reconfigured for a new use or site; repaired = a part is replaced; refurbished = restored to service; repurposed = parts given a new job; reused = used again as it is. (c) See solutions. **Q2.** (a) e.g. clip-in corner posts (accept moulded identity, folds flat, one polymer, moulded ribs). (b) See solutions. (c) Use (or distribution / end of life, matching the decision named). **Q3.** (a) The leaf motif (accept the kraft-toned wrap, the muted palette, the word “natural”). (b)–(c) See solutions; Concept B = the refillable aluminium bottle (reuse), the uncoated single-material board refill (recycle), the replaceable pump (repair). **Q4.** (a) “Circular” refers to the circular flow of materials and value, not to shapes. (b) See solutions. **Q5.** (a) One-colour print on uncoated board (accept no laminate or foil). (b) The bottle is refilled rather than replaced (accept replaceable pump). (c) See solutions. **Q6.** (a) Repair, reuse/refurbish, repurpose, recycle. (b)–(c) See solutions. **Q7–Q18.** See fully-worked solutions.

Fully-worked solutions

Q1. (a) The **linear model of make-use-dispose**. (b) Any two, e.g. **durable** — the design is built to stay in service rather than wear out and be replaced; **adaptable** — it can be reconfigured or changed so it suits a new use, site or user instead of becoming obsolete; **repaired** — a worn or broken part can be replaced so the whole design need not be; **reused** — the same design is used again as it is, by the same or a new user (*1 mark each: the term matched to a correct meaning*). (c) A design retains its value when the material, the energy of manufacture, the freight and the design work invested in it stay useful instead of being destroyed. Disposal loses all of it at once; a return loop — repair, reuse, refurbishment, repurposing and, last, recycling — keeps as much of it as possible in play (*2 marks: value defined as the invested material and effort + the idea of keeping it in circulation*).

Q2. (a) The **clip-in corner posts**. (b) The posts are mechanical fixings rather than glued joints, so when a corner is damaged in handling the co-operative replaces that one post instead of discarding the crate. The crate is therefore **repaired** and returns to service, extending its life cycle over many more delivery cycles than a bonded crate would survive (*2 marks: the decision named + a mechanism that extends the life cycle*). (c) The **use** stage. (*Accept, matched to the decision named in (a): folds flat = distribution; one recycled polymer with no mixed liner = end of life.*)

Q3. (a) The **leaf motif** on the wrap. (*Accept the kraft-toned wrap, the muted natural palette or the word “natural”.*) (b) The leaf is an **aesthetic decision** made with the design elements of shape and colour: it builds a *natural* aesthetic and communicates environmental care to the audience, but it says nothing about what the pack is made of or what becomes of it. Concept A’s specification shows a laminated wrap, a foil seal and a plastic pump on a bottle that cannot be refilled, so the visual signal is not matched by the material and construction of the final solution (*2 marks: the cue identified as aesthetic + the point that evidence of circular practice is material, construction and format*). (c) The **refillable aluminium bottle**: the user keeps the bottle and buys only the refill, so the bottle is **reused** many times instead of being disposed of. (*Accept the uncoated single-material board refill with no laminate or liner — recycling into one stream; or the replaceable pump unit — repair.*) (*2 marks: decision + the practice correctly named.*)

Q4. (a) The response confuses **circular design** with circular *shapes*. Circular design practices describe a circular flow of materials and value — the rejection of make-use-dispose so that a design is repaired, reused, refurbished, repurposed or, last, recycled. A round mark or a rounded corner is a decision about the design **element of shape** and is no evidence at all of circular practice (*2 marks: the misreading named + the correct meaning given*). (b) Model rewrite: “The designer has adopted circular design practices by moulding the crate in a single recycled polymer with clip-in corner posts, so a damaged crate is repaired rather than replaced and the crate is returned, washed and reused instead of being disposed of after one delivery.” (*2 marks: a named practice + a decision visible in the final solution.*)

Q5. (a) **One-colour printing on uncoated board**. One ink means one pass and far less ink and solvent, and an uncoated stock needs no laminating film. (*Accept: no laminate, no foil.*) (b) **The bottle is refilled rather than replaced** — the user buys only the board refill, so no bottle or pump enters the waste stream each time. (*Accept: the pump unit is replaceable.*) (c) The Study Design asks designers to minimise waste, pollution and hazardous substances **during manufacture or use**, because the two stages fail independently. A pack can be made very efficiently and still be thrown away after one use, and a beautifully refillable system can be built from a laminated board that no facility will accept. A designer who works on only one stage moves the problem rather than solving it (*2 marks: the two stages distinguished + why both must be addressed*).

Q6. (a) **Repair** (the tightest loop), then **reuse / refurbish**, then **repurpose**, then **recycle** (2 marks: correct order). (b) Recycling reprocesses the material but destroys the form, the assembly and the design work — the crate becomes feedstock, not a crate — and reprocessing itself consumes energy and usually degrades the material. Every tighter loop keeps more of the invested value, so recycling is what a designer resorts to when repair, reuse, refurbishment and repurposing have all been exhausted (2 marks: value/form destroyed + the priority argument). (c) Minimising harm is subtractive: it takes less from natural systems, but leaves them no better. **Regenerating** them is additive — returning biological materials safely to the soil, restoring habitat, letting water infiltrate the ground, planting indigenous species — so that the natural system is in better condition after the design than before it. A pack made of less plastic minimises harm; a planted, water-absorbing bed built into a bare car park regenerates (2 marks: the distinction + an example).

Q7. The designer has adopted circular design practices by designing the pavilion to be **taken apart and used again** rather than built and demolished. First, the structure is a **bolted hired scaffold frame**: because every joint is a bolt rather than a weld, the frame is dismantled at the end of each season, reassembled on the next site and finally **returned** to the hire company for **reuse** by other projects, so the council owns and discards nothing. Second, the cladding is **reclaimed timber, screwed not glued**: the boards are already in their second life (**repurposed** from another structure), and because the fixings are mechanical, a split board is unscrewed and **repaired** individually without damaging the rest. Both decisions keep the material and the assembly in use across four sites instead of sending a single-season structure to landfill (4 marks: two practices named in the Study Design's terms, each tied to a decision visible in the final solution, with the life-cycle consequence explained).

Q8. REGROW adopts sustainable and circular design practices **to a considerable extent, though not completely**. Its strengths are substantial and visible. The **bolted scaffold frame is hired and returned**, so the largest component is reused indefinitely rather than owned and eventually dumped; the **reclaimed timber cladding** puts already-used material into a second life and is **screwed, not glued**, so boards can be repaired or recovered; the **canopy unclips and rolls** and the **sign frame is reused with a new printed insert** at each site, so only a small printed component is renewed rather than a whole sign; and the **planted verge over an infiltration bed** stays on each site permanently, which **regenerates natural systems** by adding habitat and letting stormwater soak into ground that was previously sealed. The pavilion also extends the life cycles of *other* people's designs: its whole purpose is a repair bench and swap shelves, so appliances, furniture and clothing are repaired and reused instead of replaced.

There are real limitations. Touring means the structure is dismantled, freighted and reassembled four times a year, and that transport carries an environmental cost that a permanent building would not. Hired scaffold and a fabric canopy are efficient but not durable in appearance, and a pavilion that reads as temporary may attract fewer visitors than a permanent facility, limiting how much repair and reuse it actually delivers. The signage is only partly circular: the printed insert is still a single-season print, and it is the sign frame alone that carries over to the next site.

Overall, because the major material decisions all keep value in circulation, and because the design regenerates each site it leaves, REGROW adopts sustainable and circular design practices effectively; the touring model is the compromise the designer has accepted in order to reach four communities with one structure (6 marks: several strengths with named practices and evidence, at least two genuine limitations, and an overall judgement referenced to evidence).

Q9. The pavilion **regenerates natural systems** through the planted verge and its infiltration bed, which are built into each site and remain there after the pavilion moves on. Because the sites are mostly sealed car parks and forecourts, the designer has replaced impervious surface with **indigenous grasses over a bed that lets stormwater soak into the ground** rather than run into the drain, which recharges soil moisture, filters run-off and provides habitat for local insects and birds. This goes beyond minimising harm: each of the four sites is left in better ecological condition than the designer found it (3 marks: the regenerative element identified + the mechanism + the point that the system is improved, not merely less damaged).

Q10. The Study Design asks designers to consider the enduring environmental **and social** impact of their work, and REGROW is built around the social half. The **repair bench** is the centre of the plan, so the pavilion transfers repair skills to residents rather than simply collecting broken goods: people watch and learn, and the ability to keep things working stays in the suburb after the pavilion leaves. The **swap shelves** create a free exchange, which matters for households that cannot afford to replace an appliance or a school uniform, so the design reduces consumption and eases cost of living at the same time. Touring **four suburban sites, one per season** distributes that benefit rather than concentrating it in one wealthy or central location, and the **open frame with no doors** signals that anyone may walk

in. The design's social value is therefore enduring in the same way its environmental value is: skills, goods and access remain in each community after the structure is dismantled (4 marks: at least two social decisions identified and discussed, with the enduring nature of the impact explained and kept distinct from the environmental argument).

Q11. The pavilion is **adaptable** because it is assembled from independent, mechanically fixed modules rather than built as one fixed object. The **bolted scaffold frame** can be unbolted and set out in a different number of bays or a different footprint to suit the shape of the next car park; the **canopy unclips**, the **shelves and repair bench are separate units**, and the **cladding is screwed**, so any element can be relocated, omitted or added. Because the **sign frame takes a slot-in printed insert**, the same sign serves a new site with new wording without a new sign being fabricated. Nothing is glued, welded or cast in place, so the design can be reconfigured for a second site instead of being purpose-built for the first (3 marks: adaptability defined as reconfiguration + at least two decisions that make it possible).

Q12. Both designers reject **make-use-dispose** and both build their circular decisions into the **construction** of the final solution rather than into its graphics — in each case the visible fixings are mechanical, so parts can be separated. Both also prioritise the **tighter loops**: LOOPBACK is **reused** on every delivery and **repaired** by replacing a corner post; REGROW's frame is **reused** on four sites and returned to the hire company, and its cladding is **repurposed** timber that is **repaired** board by board.

They differ in the scale and mechanism of the loop. LOOPBACK closes its loop through a **returnable product in a repeating logistics cycle**: the same crate travels out full and comes back folded flat on the same truck, so the loop is short, frequent and controlled by one client, and **durability** over ten years of washing is the critical quality. REGROW closes its loop through **demountability and hire**: the loop runs once a season, its materials are not owned by the client at all, and the critical quality is **adaptability** to a new site rather than durability in one place. REGROW also does two things LOOPBACK does not — it **regenerates natural systems** through the planting it leaves behind, and it extends the life cycles of *other* designs through the repair bench and swap shelves — while LOOPBACK's contribution is narrower but repeated hundreds of times.

Overall, both use circular design practices consistently; LOOPBACK optimises one object for endless reuse, whereas REGROW keeps a whole structure and a community's goods in circulation (6 marks: congruent two-sided treatment with practices named in the Study Design's terms, genuine similarities AND differences, evidence from each example).

Q13. Two decisions, each acting on a different stage of the life cycle:

First, **specify an uncoated recycled stock and print in two colours rather than four, with no lamination or spot varnish**. This acts on the **manufacture** stage: fewer inks mean fewer press passes, less ink and less solvent, and leaving the cover un laminated avoids bonding plastic film to paper, which is what makes a catalogue unrecyclable.

Second, **set the catalogue to a page size that nests efficiently on the standard sheet, and design it so the seasonal content sits in a separable insert while the rest of the book stays valid**. Trimming to the sheet acts on **manufacture** by cutting off-cut waste, and the insert acts on **end of life**, because the retailer reprints eight pages next season instead of the whole book, and the reader keeps a catalogue that is still current.

(4 marks: two distinct production decisions, each with a named life-cycle stage and the waste or pollution it avoids. Note that both are decisions about media and materials in the final solution, not about the design process.)

Q14. The circular value of the decision is real. Replacing a printed calendar delivered to every household removes an annual print run and its whole material chain — paper, ink, plastic wrapping and postal freight — from the system, so waste and pollution are minimised at the **manufacture** and **distribution** stages, and nothing is disposed of at the end of the year. Because the screen sits inside an app the council **already owns**, no new product is created: the council is **repurposing** existing infrastructure rather than commissioning a second one, and the content can be corrected or updated in place, extending the design's life cycle indefinitely instead of expiring every December.

One limitation is that the digital option is not waste-free and not equally available. It depends on each household owning and charging a device, and on servers running continuously, so some environmental cost is transferred rather than removed — and there is a **social** limitation, in that residents without a smartphone, data or confidence with apps (often older residents) lose access to information they previously received on the fridge door, which may push the council into printing a second version anyway.

(4 marks: circular value explained across at least two life-cycle stages, plus one genuine limitation. Accept either the environmental or the social limitation.)

Q15. A circular system only works if users take part, so the designer's job is to make the circular action the easiest and most obvious one — and that is a **visual language** task. Using the HUSK refill carton: **hierarchy** puts the word “refill” directly beneath the brand name, so a shopper reaching for the shelf sees at a glance that this pack belongs to a bottle they already own rather than being a different product; **scale and proportion** make the refill visibly smaller and flatter than the bottle, which signals “top up the one you have”; **type** kept to one colour on uncoated board reads as plain and functional, so the refill is understood as the ordinary choice rather than a specialist one; and **pattern (repetition)** of the mark and type across both bottle and refill tells the user the two objects belong together — the design principle that delivers the grouping the **Gestalt** principle of **similarity** describes. The designer can add a simple sequence of **icons** showing the bottle being refilled, so no instruction has to be read.

The same logic explains LOOPBACK's **moulded identity**: because the name is formed in the wall of the crate rather than printed on a label, it survives washing, and the crate is unmistakably the co-operative's property that must go back on the truck.

(4 marks: the role of visual language identified as making participation easy + at least two specific element or principle choices explained + the behavioural consequence for the user.)

Q16. They are described as practices because they are commitments the designer **chooses** to adopt and applies through the Develop and Deliver stages, not rules imposed by legislation. **Legal** obligations are enforceable and specific: copyright subsists **automatically** as soon as an original work is created, while **trademarks, patents and design registrations** must be applied for and **registered** before they protect anything, and infringing them exposes the designer to legal action. Nothing in that law requires a designer to specify a mono-material pack, design for repair or plant an infiltration bed. Sustainable and circular design practices sit with the designer's **ethical and professional** responsibilities — alongside acknowledging sources of inspiration and observing cultural protocols — where the sanction is professional and reputational rather than legal. In an examination answer, keep the two apart: describing circular design as something a designer is “legally required” to do is a terminology error, even where a particular product regulation happens to exist *(3 marks: the practice/obligation distinction + the automatic-versus-registered point + circular practice placed correctly as ethical/professional)*.

Q17. *(Model structure, to be completed for your own designer. A contemporary designer is one practising from 2000 onward, within visual communication design.)*

Name the designer, their field of practice and the design examples you are judging, then evaluate:

First, the **strengths** — the specific circular decisions you can evidence in their finished work, named in the Study Design's terms. For a communication designer this might be a studio that specifies uncoated recycled stock and two-colour printing as a default, or that designs packaging as a single material with no laminate so it returns to one stream; for an industrial designer, a product documented for disassembly with published spare parts and a take-back scheme, so it is **repaired** and **refurbished** rather than replaced; for an architect or exhibition designer, **adaptive reuse** of an existing building, demountable stands hired and returned, or planting that **regenerates** a site. Say where you can see each decision.

Second, the **limitations** — and a genuine evaluation must include them. Does the practice apply across the whole body of work or only to a signature project? Is the claim supported by the material and construction of the finished solutions, or does it rest on the studio's own marketing, a green palette and a leaf motif? Does the designer address **social** as well as environmental impact — who manufactures the work and under what conditions?

Third, the **judgement**: state the extent — for example, “to a considerable extent in packaging, but inconsistently across their print work” — and tie it to the evidence you have named.

(6 marks: a contemporary designer correctly identified; several circular practices named in the Study Design's terms with evidence from finished work; genuine limitations; an explicit judgement about the extent. Marks are not awarded for general praise of a designer's environmental values.)

Q18. *(Model, using HUSK Concept B.)* The designer has extended the hand wash's life cycle by making decisions at three separate stages instead of relying on one.

At the **materials** stage, the refill is specified as **uncoated board with no liner, laminate or foil**, and the bottle as a **single metal**. Because no two materials are bonded together, nothing in the pack is contaminated for later processing, and the choice of aluminium — a metal that survives repeated handling and washing — is what makes the rest of the system possible.

At the **use** stage, the design changes what the user buys. The **aluminium bottle is kept and refilled** from the board carton, so the container is **reused** many times rather than once, and the **pump unit is replaceable**, so the one part that fails first is **repaired** instead of the whole bottle being discarded. **One-colour printing** on the refill also means each replacement carries the minimum of ink into the user's home.

At the **end of first life**, when the refill carton is finally empty, it is a single material and returns to the paper stream cleanly; and if the bottle is eventually retired, one metal returns to one stream. Recycling is the **last** loop the design relies on, not the first.

Taken together, these decisions reject **make-use-dispose**: instead of one bottle per purchase, one bottle serves many purchases, its weakest part is replaceable, and each component is recoverable at the end. The pack **retains its value** across the whole cycle rather than losing it at the first disposal *(6 marks: at least three life-cycle stages, a decision named at each, the circular practices named in the Study Design's terms, and the whole tied back to the rejection of the linear model. Accept an equivalent answer built on LOOPBACK or REGROW.)*

Topic Test 4 — Factors, obligations and sustainable practice

Chapters 9–10 — the five factors · design's influence · legal obligations · ethics, acknowledgement and cultural protocols · sustainability and circular design practices

Reading time: 5 minutes • Writing time: 45 minutes • Total 40 marks

Materials: pens, pencils, coloured pencils, fineliners (0.6 mm or less), eraser, ruler, set squares, protractor, compasses, circle and ellipse templates. No technology and no notes.

Refer to the **Resource Sheet** on the following page. All questions must be answered.

Structure of test

Section	Number of questions	Number of questions to be answered	Number of marks
A	4	4	24
B	2	2	16
		Total	40

Instructions

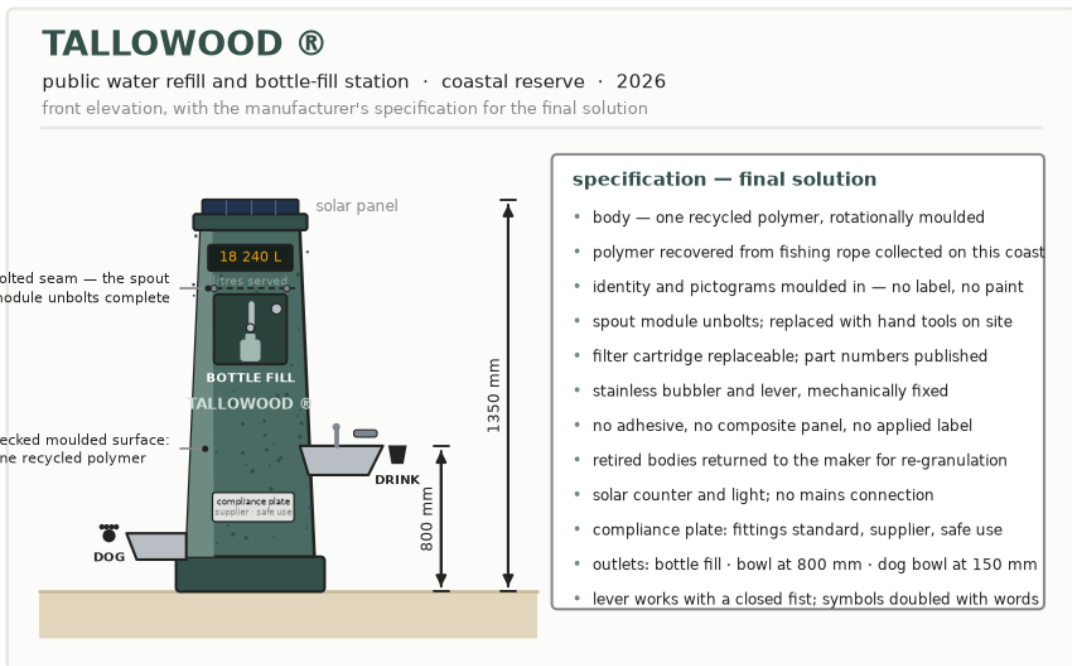
- Write your responses in the spaces provided in this book.
- Drawings must be completed in the spaces provided.
- All questions must be answered.
- Use the exact terms of the study design where they apply — the five factors, the circular design practices, and the distinction between legal and ethical obligations.

This topic test mirrors the structure, timing and materials of the VCAA examination. It is an original ClassBasics paper; no VCAA question is reproduced.

Topic Test 4 — Resource Sheet

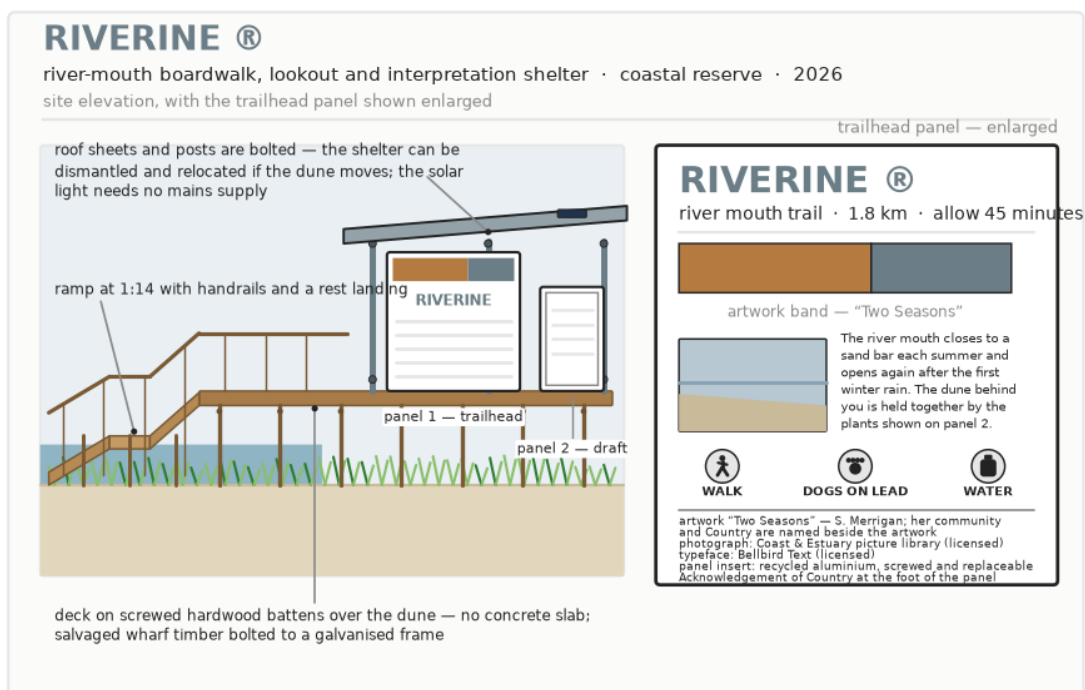
Use these design examples to answer Section A. Each example is an original ClassBasics artifact created for this test.

Design example 1 — TALLOWOOD (Objects)



TALLOWOOD — public water refill and bottle-fill station, coastal reserve, 2026. The station is installed at four beach access points by a regional council. It has three outlets: a bottle-fill spout, a drinking bowl at 800 mm operated by a lever, and a dog bowl at the base fed by the overflow. Every pictogram is doubled with a word. The manufacturer's specification for the final solution is printed beside the elevation.

Design example 2 — RIVERINE (Environments)



RIVERINE — river-mouth boardwalk, lookout and interpretation shelter, coastal reserve, 2026. The boardwalk carries visitors over a dune system to a shaded lookout, where two interpretation panels are mounted. Panel 1 is installed; panel 2 is still in draft.

The **trailhead panel** (shown enlarged) carries:

- the mark **RIVERINE** ®
- an artwork band, *Two Seasons*, credited to **S. Merrigan**, with her community and Country named beside the artwork
- the credit “photograph: Coast & Estuary picture library (licensed)”
- the credit “typeface: Bellbird Text (licensed)”
- the note “panel insert: recycled aluminium, screwed and replaceable”
- an Acknowledgement of Country printed in full at the foot of the panel

RIVERINE — the studio’s project record

Step in the project	Status
Traditional Owners of the Country the reserve sits on engaged at the briefing stage	done
Deep listening — no concept taken to the first meeting	done
Free, prior and informed consent obtained in writing for the use of <i>Two Seasons</i> on panel 1	done
Panel 1 artwork returned to the artist and community and approved for cultural integrity	done
Artist, her community and her Country named on the installed panel 1	done
Fee and an ongoing share of licensing revenue agreed with the artist and community	done
Panel 2 border pattern drawn in the studio, copied from a published book of designs originating with a different community; no community approached, no consent sought	not done
Ecologist’s dune-plant field notes — title, author and publication date recorded in the folio at the point where they were used	done

Section A

Instructions for Section A: Answer all questions in the spaces provided. In Question 1, tick the box of the ONE design example you have chosen and refer to it throughout your response. Questions 2, 3 and 4 name the design example you must use, so they carry no tick line.

Question 1 (4 marks)

Tick the design example you have chosen:

[☐] **TALLOWOOD** (Objects) [☐] **RIVERINE** (Environments)

- a.** Identify **one** of the five factors that has influenced the designer of the design example you have chosen. 1 mark
- b.** Explain how that factor has influenced the designer’s decisions, referring to evidence in the design example. 3 marks

Question 2 (6 marks)

Use RIVERINE (Design example 2) for this question.

a. The trailhead panel carries the mark **RIVERINE** ® and the credit “photograph: Coast & Estuary picture library (licensed)”. For **each** of these two features, name the legal obligation it shows the designer had to meet, and state how that obligation arises. 4 marks

b. The studio recorded the title, author and publication date of the ecologist’s dune-plant field notes in its folio, at the point where they were used. Explain why this is an **ethical** obligation rather than a legal one. 2 marks

Question 3 (6 marks)

Use *RIVERINE* (Design example 2) for this question.

Evaluate the extent to which the RIVERINE project meets the designer’s obligation to follow culturally appropriate design practices. Refer to the studio’s project record and to evidence on the panels. 6 marks

Question 4 (8 marks)

Use *TALLOWOOD* (Design example 1) for this question.

a. Explain how the designer has extended the life cycle of the TALLOWOOD station, referring to **two** decisions visible in the final solution and naming the circular design practice each one delivers. 4 marks

b. The council can buy either the TALLOWOOD station or a cheaper sealed station that is replaced every four years. Evaluate the extent to which TALLOWOOD is the better choice for the council, referring to circular design practices and to **economic** factors. 4 marks

Section B

Instructions for Section B: Answer all questions in the spaces provided. You may use any of the drawing methods and media permitted in this examination.

The design problem

SALTBUSH is a dune-care volunteer program run by a regional council. Volunteers collect seed from coastal dune plants over summer, dry and sort it in a shed at the reserve, and plant seedlings back into eroding dunes over winter. Volunteers range from school groups to retired residents, and most work in bright light and wind on an open dune. The council has asked a studio for a new design solution to support the program.

Design criteria

The design solution must:

- be usable by first-time volunteers aged 12 to 80, in bright light and wind on an open dune
- adopt circular design practices, so that no part of the solution is disposed of at the end of a season
- follow culturally appropriate practice in any use of knowledge shared by the Traditional Owners of the dune system, and acknowledge every source the studio has drawn on
- be produced within a small council budget

Communication needs — choose ONE:

[] **Messages** — a set of dune-care signs for the four beach access points

[] **Objects** — a seed-collection kit each volunteer carries

[] **Environments** — the seed-drying and tool shelter at the dune reserve

[] **Interactive experiences** — the volunteer sign-on and planting-record screen

Tick your chosen communication need above and use it for ALL of Section B.

Question 5 (6 marks)

Develop

Draw ONE concept for your chosen communication need in the space below, using a drawing method appropriate to the field: isometric or planometric for Objects; one-point or two-point perspective for Environments; a sized screen for Interactive experiences; a panel layout or symbol grid for Messages. Annotate your drawing to identify **one design element, one design principle** and **one design decision that adopts a circular design practice**. 6 marks

Draw in the space below.

Question 6 (10 marks)

Deliver

a. Using a named convergent thinking strategy, evaluate your concept against the criterion “adopt circular design practices, so that no part of the solution is disposed of at the end of a season”. Tie every point to a decision in your concept, and finish with a judgement. 6 marks

b. Identify **one** ethical obligation you would have to meet in delivering your solution, describe the practice that meets it, and state why it is an ethical rather than a legal obligation. 4 marks

Topic Test 4 — Answers and marking guide

Marking guide

Question	Marks	What is being assessed
1a	1	One of the five factors named in the exact term of the study design. Only the first factor named is marked
1b	3	A factor-to-decision chain: a decision the DESIGNER made, evidence for it in the example, and what the decision achieves
2a	4	Two legal obligations named precisely (registered trade mark; copyright and licence), each with how it arises — registered versus automatic — and tied to the named feature
2b	2	Acknowledgement of sources identified as a professional convention rather than legislation, with a reason
3	6	Culturally appropriate practices named in the Charter's terms as strengths with evidence; the community-specific breach identified; the ethical-not-legal point; an overall judgement
4a	4	Two decisions visible in the FINAL solution, each with the circular practice it delivers named in the study design's terms, and the life-cycle stage it acts on
4b	4	Strengths and limitations of the whole-of-life case, using the term economic factors correctly, with a judgement
5	6	A concept drawn in a field-appropriate method, annotated with one design element, one design principle and one circular design decision
6a	6	A named convergent strategy applied point by point to the stated criterion, tied to decisions in the concept, with a judgement
6b	4	One ethical obligation named, the practice that meets it described, and the ethical/legal distinction made from the source of the obligation

Question 1

a. (Model, using *TALLOWOOD*.) **Environmental factors.**

(1 mark. Any one of the five factors is accepted where the chosen example evidences it: for TALLOWOOD, environmental, economic, technological or social; for RIVERINE, cultural, environmental, social or economic. The exact term of the study design is required — “sustainability” for environmental, or “budget” for economic, is not credited. Only the first factor named is marked.)

b. (Model, using TALLOWOOD and environmental factors.) Because the station will stand in a coastal reserve for decades and the council is trying to keep material out of landfill, the designer specified the whole body as **one recycled polymer, rotationally moulded**, rather than a painted steel column on a concrete base, and moulded the identity and the pictograms **into the wall** so there is no applied label and no paint anywhere on the object. The same factor drove the decision to join everything mechanically — the specification records “no adhesive, no composite panel” and a spout module that unbolts — so that at the end of its service life the body can be **returned to the maker and re-granulated** into another body without anything having to be stripped off first. The evidence is visible in the elevation: the flecked moulded surface of the recovered polymer, the moulded name plate and pictograms, and the bolted seam across the spout module.

(3 marks: a decision the designer made, evidence a reader can point to in the example, and what the decision achieves. A response that explains why the coast needs less plastic waste describes the design problem, not the designer’s decisions, and cannot gain these marks.)

Alternative full-mark responses. **Economic factors** — TALLOWOOD: one moulding tool produces a body that carries all three outlets, the wearing parts are a bolted spout module and a replaceable cartridge with published part numbers rather than a whole new unit, and the solar counter and light remove a mains connection and its account. **Technological factors** — TALLOWOOD: rotational moulding can only produce generous radii and a uniform wall, which is why the body is a single tapered form with no undercut, no bolted-on panel and no sharp detail. **Social factors** — TALLOWOOD: the station serves a beach used by families, older walkers and people with dogs, so the designer gave it three delivery heights, a lever that works with a closed fist rather than a twist tap, and pictograms doubled with words. **Cultural factors** — RIVERINE: the panel content was shaped by the Traditional Owners of the Country the reserve sits on, so the designer gave an artwork band the widest measure on the panel and set the interpretation text around it, rather than treating the artwork as decoration. **Social factors** — RIVERINE: the approach is a 1:14 ramp with handrails and a rest landing, the panel type is set at a large cap height and every pictogram is doubled with a word, so a visitor using a wheelchair, an older visitor and a visitor who reads little English can all use the lookout.

Question 2

a. RIVERINE ® — a **registered trade mark**. Unlike copyright it does not arise automatically: the owner applied to IP Australia for the mark in the class of services it is used for, the application was examined and accepted, and only once registration was granted could the ® lawfully be used. Registration lasts ten years and must be renewed. Before adopting the name the studio would also have run a clearance search (2 marks).

“photograph: Coast & Estuary picture library (licensed)” — **copyright**, which arose **automatically** in the photographer’s hands the moment the photograph was taken, with no application, no fee and no register. The studio does not own the image; it holds a **licence**, so it must keep to that licence’s purpose, media, term and territory — a licence for a printed interpretation panel would not extend to a different product or a broadcast — and the credit line is the acknowledgement the licence requires (2 marks).

(4 marks. Each feature needs the specific right named and the automatic-versus-registered distinction made correctly. “Intellectual property” alone is not creditworthy. Writing that the studio “applied for copyright” or that “the trade mark is automatic” reverses the two and loses the mark.)

b. No Act of Parliament requires a designer to write down where an idea came from. Acknowledging **sources of inspiration and support resources** is a professional convention set out in codes of practice and required of the designer as a matter of integrity, so it is an **ethical** obligation: it respects the ecologist whose work made the panel content possible, and it makes the studio’s process traceable, so the studio can show which parts of the panel are its own work. The consequence of failing it is professional — loss of trust and the appearance of passing off another’s work — not a court order or damages (2 marks: correctly placed outside legislation + a reason tied to respect or traceability. Note for markers: had the studio reproduced the ecologist’s actual drawings on the panel, copyright would also have applied, and that would be a legal obligation; here only the information was used.)

Question 3

RIVERINE meets its obligation of culturally appropriate practice **thoroughly on panel 1 and not at all on panel 2**, so as a whole project it cannot yet be described as culturally appropriate.

The **strengths** are substantial and, unusually, complete through to the end of the process. The Traditional Owners of the Country the reserve sits on were engaged **at the briefing stage** rather than shown a finished concept, and the studio practised **deep listening**, taking no concept to the first meeting — so the representation was **Indigenous-led** and the community was left **self-determined** about how its culture appears. **Free, prior and informed consent** was obtained **in writing** for the specific use of *Two Seasons* on panel 1, before anything was produced. The developed artwork was then returned to the artist and community and approved for **cultural integrity** before installation, which is the step most projects omit. On the installed panel the **artist, her community and her Country are named**, and a fee and an **ongoing share of licensing revenue** have been agreed, so the benefit is shared rather than the community carrying the cultural contribution while the council carries the commercial value.

The **limitation** is panel 2, and it is serious enough to undo the standing the first panel earned. Its border pattern was drawn in the studio, copied from a published book of designs originating with a **different community**, with no community approached and no consent sought. That breaches the **community specific** protocol — Aboriginal and Torres Strait Islander peoples are many nations with different traditions, languages and protocols, and a design published from one community gives the studio no authority over another's, or over this Country. It is also not **Indigenous-led**, because a non-Indigenous designer has produced a representation of cultural material. Because most such material is communally held, passed down over generations and outside copyright, the studio may well break no law at all in doing it, which is exactly why the obligation is an **ethical** one carried by the Australian Indigenous Design Charter and ICIP protocols rather than by legislation. The Acknowledgement of Country at the foot of the panel does not cure the problem: an Acknowledgement is a statement of respect that anyone may make, and it is not consultation, not consent, not review and not attribution.

Overall, panel 1 is a model of culturally appropriate practice and panel 2 is cultural appropriation standing beside it under the same identity, so the project as installed would fail the obligation. To meet it, the studio should withdraw the drawn border and either commission that element from the community whose knowledge is involved, through the same consent-and-review process used on panel 1, or remove it from the design altogether.

(6 marks: at least three practices named in the Charter's own terms as strengths, each evidenced from the project record or the panel; the community-specific and Indigenous-led breach identified with a reason; the ethical-not-legal point made accurately; an overall judgement. A response that merely lists the record without a judgement, or that offers the Acknowledgement of Country as compliance, does not reach the top band.)

Question 4

a. The designer has extended the station's life cycle with two decisions: the parts that wear are exchanged rather than thrown away, and the body they are fitted to is built to outlast several sets of them.

First, the **spout module unbolts complete and the filter cartridge is replaceable, with part numbers published**. The bolted seam is visible across the body and the fixings are mechanical, not bonded, so the component that wears out is exchanged with hand tools on site and the station goes straight back into service instead of the whole column being removed. That decision delivers **repair**, and it acts on the **use** stage of the life cycle.

Second, the **body is moulded as one recycled polymer with the identity and pictograms moulded into the wall**, and the specification records "no adhesive, no composite panel, no applied label". There is no paint to chalk, no applied label to lift and no bonded panel to delaminate in salt air, so the surface that carries the identity cannot fail separately from the wall behind it and the station is never withdrawn from service because its graphics have worn out. That decision makes the station **durable**, and it acts on the **use** stage of the life cycle, holding the body in its first life for decades. It also leaves a retired body as a single material with nothing bonded to it, which is what makes the maker's take-back arrangement workable at the end of that life.

*(4 marks: two genuinely different decisions, each visible in the final solution, each with the practice named in the study design's terms — durable, adaptable, repaired, refurbished, repurposed or reused — and the life-cycle stage identified. Accept also: the mechanical fixings and published part numbers mean a station lifted from one site can be stripped, refitted and returned to service elsewhere, so it is **refurbished** at the end of its first life; or the station exists*

so that visitors **reuse** a bottle they already own rather than buying a new one, at the use stage. “Recycling” is not one of the practices the study design names: re-granulating the body destroys its form and is the last resort once the named loops are exhausted, so a response that offers only “it can be recycled” has not named a circular design practice and does not gain that mark.)

b. TALLOWOOD is the better choice for the council, although the case is not cost-free.

The cheaper station is the **linear make-use-dispose model** with a purchase price attached to it: it is sealed, so a worn spout condemns the whole unit, and replacing it every four years means four bodies bought, freighted, installed and sent to landfill across sixteen years. TALLOWOOD’s mechanical fixings, published part numbers and take-back arrangement mean the council buys one body and thereafter buys cartridges and the occasional spout module: the station is **repaired** in service and the body is **durable** enough to outlast several sets of wearing parts, so the value invested in the material, the moulding and the installation is **retained** instead of being discarded three times over. Read in **economic** terms, the figure that matters is the whole-of-life cost rather than the purchase price: the council avoids three replacement purchases, three installations and three disposal charges, and the solar counter and light remove a mains connection and its ongoing electricity account.

Against that, three limitations are real. The higher price falls in a single budget year while the savings arrive across a decade, which is a genuine **economic** constraint for a council working to an annual capital budget. The repairable design only pays off if the council maintains a servicing routine and the maker keeps supplying cartridges and modules for the life of the asset; if either lapses, an unserviced TALLOWOOD is simply an expensive station. And the recovered polymer costs more per kilogram than virgin material, so some of the environmental decision is paid for rather than saved.

Overall, because the very decisions that make TALLOWOOD dearer to buy — mechanical fixings, replaceable parts, a single material and a take-back arrangement — are the decisions that keep it in service, it is the better choice for the council provided the council funds the maintenance routine the design depends on.

(4 marks: circular practices named and used as the argument; the term economic factors used correctly and applied to whole-of-life rather than purchase cost; at least one genuine limitation; an overall judgement. A response that argues only “it is more sustainable” without the economic case, or only “it costs more” without the retained value, sits in the middle band.)

Question 5

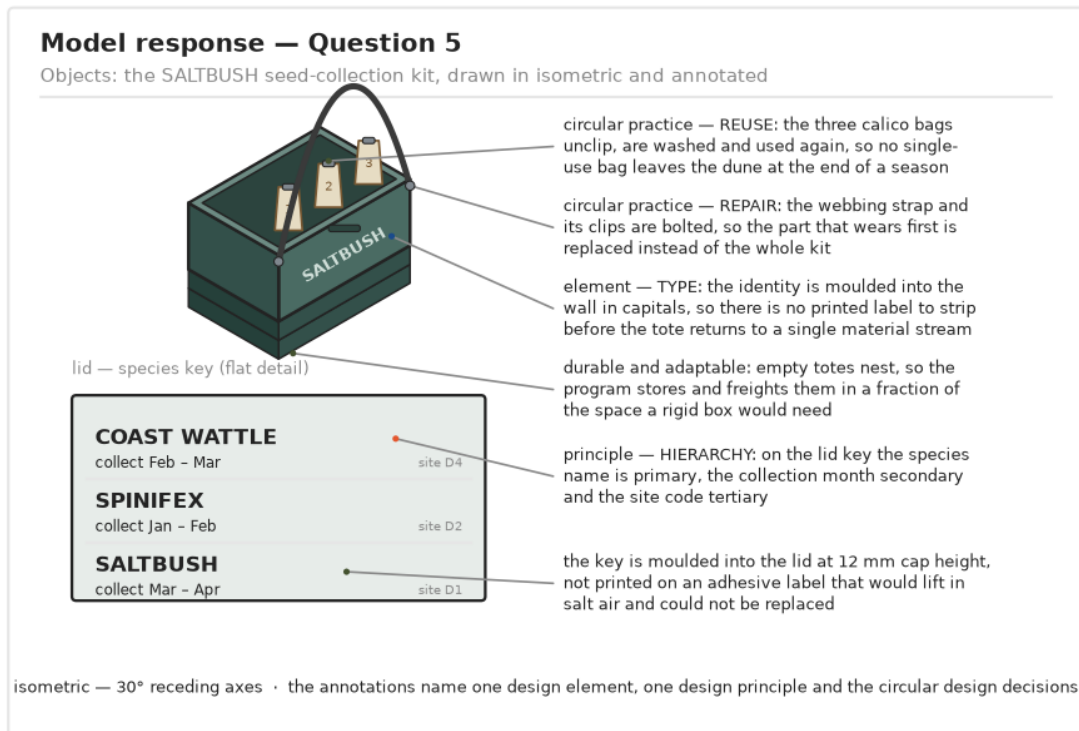
Marking is by the rubric below, whichever communication need the student has ticked.

Criterion	Marks
A concept drawn for the ticked communication need, using a drawing method appropriate to that field and applied to convention	2
One design element correctly named AND located on the drawing by an annotation	1
One design principle correctly named AND located on the drawing by an annotation	1
One design decision that adopts a circular design practice , annotated so that both the decision (a material, fixing, format, print or fabrication choice) and the practice it delivers are named	2

*Award 1 of the 2 method marks where a concept is drawn but the method is not appropriate to the ticked field, or is not applied to convention. Award 1 of the 2 circular marks where a practice is named without a decision, or a decision is named without the practice. Do not award the principle mark for a **Gestalt** principle that the study design does not also list as a design principle — proximity, similarity, continuity, closure, common fate and focal point belong to that separate vocabulary. **Figure-ground** is the exception: the study design names it in both lists, so it is creditable here as a design principle wherever it is named and located on the drawing. Do not award the circular*

mark for a round shape, a green colour, a leaf motif or the word “eco”: those are aesthetic decisions, and evidence of circular practice lies in material, construction and format.

Model response — Objects



The kit is a moulded tote in one recycled polymer with the identity moulded into the wall, three calico bags that unclip for washing, a bolted webbing carry strap, and a species key moulded into the lid. The annotations name the **element of type** (the identity set in capitals and moulded into the wall, so there is no printed label to strip before the tote returns to a single material stream), the **principle of hierarchy** (on the lid key the species name is primary, the collection month secondary and the site code tertiary) and the circular decisions — **reuse** through the washable calico bags, **repair** through the bolted strap and clips, and a **durable and adaptable** tote whose empty bodies nest, so the program stores and freights them in a fraction of the space a rigid box would need. A sixth annotation records that the key is moulded into the lid at 12 mm cap height, so it is read at arm’s length in bright light and cannot lift off in salt air.

What an equally creditworthy response looks like in the other three fields

- **Messages** — a dune-care sign drawn as a panel layout to a stated size, with the element of colour or type and the principle of hierarchy annotated; the circular decision might be a slot-in printed insert in a reused frame, so only the insert is renewed at each site, or a single uncoated stock printed in one colour with no lamination.
- **Environments** — the seed-drying and tool shelter drawn in one-point or two-point perspective with a horizon line and vanishing points shown; the circular decision might be a bolted rather than welded frame that can be dismantled and relocated, reclaimed timber screwed rather than glued, or a planted infiltration bed left on the site.
- **Interactive experiences** — the sign-on and planting-record screen drawn to a stated device size with the element of type or colour and the principle of figure–ground annotated; the circular decision might be replacing the printed record card and paper roster with one screen the council’s existing app already serves, so nothing is printed each season.

Question 6

a. (Model, using a **PMI** on the Objects concept. Any named convergent strategy is accepted — PMI, SWOT or a criteria-weighted matrix — provided it is used with its own headings and applied to the stated criterion point by point.)

Plus. The three collection bags are calico: they unclip from the rim, are washed at the shed and used again, so no single-use bag leaves the dune at the end of a season — the criterion’s exact test. The tote is one recycled polymer with the identity moulded into the wall rather than printed on a label, so when a tote is finally retired there is nothing bonded to it and it returns to a single material stream. The webbing strap and its clips are bolted, so the part that wears first is replaced for a few dollars instead of the kit being thrown out.

Minus. The concept does not meet the criterion in full. The **species key is moulded into the lid**, so the one part of the kit that carries information is the one part that cannot be changed: when the program adds a species, shifts a collection month or renumbers a site, the kit is either carrying wrong information or the moulded lid is scrapped for a text change — a whole component disposed of at the end of a season, which is exactly what the criterion rules out. The **calico bags carry steel rim clips**, so although each bag is washed and used again, a bag that finally wears through is not one material: the cotton, its stitching and the clip have to be separated before anything returns to a single stream, and the mono-material thinking applied to the tote stops at the bags. And the tote is one size, so a volunteer collecting a single species carries a mostly empty kit — material invested that is doing no work, which is a waste decision even though nothing is thrown away.

Interesting. The collection months and site codes moulded into the lid are the same data the volunteer sign-on and planting-record screen would hold. If the lid carried only what does not change — the species names and the shape of the key — and the seasonal detail sat on the screen the council already runs, the kit would stop dating, and the Objects solution and the Interactive experiences solution would become two parts of one system rather than two separate designs.

Judgement. The concept meets the criterion for its major components — the tote, the bags and the strap all stay in service across seasons, and the tote is a single material with nothing bonded to it — but it does not meet the criterion in full. The moulded key ties the lid to one season’s list, and the clipped bags are the one part that cannot be returned to a single stream when they finally wear out. It would meet the criterion in full if the seasonal detail were taken off the moulded lid and the bags were made in one fibre with a stitched cord closure instead of a steel clip.

(6 marks: 1 for naming the strategy and setting it out under its own headings; 2 for at least one Plus tied to a specific decision in the concept and to the stated criterion; 2 for at least one Minus that is a genuine limitation of the concept rather than of the brief; 1 for an Interesting point and a judgement about whether the criterion is met. Marks are not awarded for a PMI about the design problem, the audience or the design process — the evaluation must be of the concept, against the criterion quoted in the question.)

b. (Model.) The obligation is **culturally appropriate design practice**. If the kit uses any knowledge shared by the Traditional Owners of the dune system — a seasonal indicator for when a species sets seed, a plant name in language, or a place name behind a site code — the studio must approach that community at the briefing stage rather than showing them a finished concept, listen before proposing, obtain **free, prior and informed consent** in writing for that specific use, return the developed design for review and approval for **cultural integrity** before it is produced, name the people, their community and Country on the finished kit, and agree a fair fee and a share of any ongoing benefit.

It is an **ethical** obligation, not a legal one, because it comes from the **Australian Indigenous Design Charter** and **ICIP protocols** — codes of professional practice published by the profession, not Acts of Parliament. Most of the knowledge involved is communally held, passed down over generations and not fixed in material form by an identifiable author, so Australian copyright law does not protect it and no law would compel the studio to ask. The sanction for breaching it is professional and reputational, and the harm falls on the community, which is why the profession carries the obligation itself.

*(4 marks: 1 for one ethical obligation named and correctly classified; 2 for the practice that meets it described specifically rather than as a slogan; 1 for the ethical/legal distinction argued from the source of the obligation. Accept any of the following instead: **acknowledging sources of inspiration and support resources** — recording the title, author, exact URL and retrieval date at the point of use; **honest representation** — making no environmental claim about the solution the studio cannot substantiate; **inclusive and accessible design** — type size and contrast that a 12-year-old and an 80-year-old can both read in bright light; **fair dealing with collaborators** — crediting and paying the illustrator, moulder or printer. Do not accept copyright, trade marks, patents, design registration, privacy or safety standards: those are legal obligations.)*