

PB-29**ATTRIBUTION: CREDIT FOR ARCHITECTURAL SERVICES****BACKGROUND**

The Alberta Association of Architects believes it is fundamental professional conduct, courtesy and a matter of public interest protection to ensure that attribution for architectural services is accurate. Architects, firms, associates and employees must accurately and fairly describe their qualifications, experience and responsibility when claiming credit for work. Confusion results with multiple claims for credit for the same project, leading to professional conduct complaints or claims.

Members are expected to ensure all descriptors of their work - from marketing material, fee proposals to web sites, scope of involvement in projects and other information are accurate.

RECOMMENDED PRINCIPLES

The Code of Ethics of the Alberta Association of Architects requires honesty, courtesy and good faith as a primary duty of care owed to the client, the public and the profession. It is in this spirit that this Bulletin is intended to ensure that members better understand and implement accurate identification of their contribution to any project while giving proper credit at all times to the original firm.

An architect owns a duty to accurately represent to the public, a prospective or existing client or employer, the architect's qualifications and the scope of the architect's responsibility in connection with work for which credit is being claimed.

- ▶ An architectural firm must accurately reflect current principals and staff capacities.
- ▶ An architect or firm claiming credit for a project, or any part of architectural services on a project, must always without exception, ensure that credit is given to the project's original firm(s) and that any credit taken is accurate and limited to the extent of services provided.
- ▶ These representations apply to all proposals and marketing tools and extend to projects and personnel resumes.
- ▶ Peripheral services provided by a firm, individual architect or associate on a project must be careful in claiming credit to NOT over-reach. Graphic representations of projects e.g. photographs, drawings or other media – must relate accurately to the services claimed.

While attribution can appear to be a complex issue given firm mergers and acquisitions including the transfer of ownership of work, copyright claims and the division of work among design professionals in modern architectural practice, a fundamental principle is constant in every scenario: the “original” or “author” firm or firms must be given clear and accurate project credit.

In most cases, the original firm obtains the commission and completes the preliminary design and the drawings used for construction of the building. Where design responsibility is sequential – such as one firm completing the preliminary design and securing a development permit with a second “takeover” firm preparing construction drawings and providing all other services – each

firm is entitled to take credit for the work it performed, but must in every case give credit to the other firm involved.

- ▶ This principle endures firm name changes, mergers and acquisitions of firms (including copyright transfer), firm “disintegration” events and the resignation, retirement or passing of individual architects and principals.
- ▶ While more than one individual or firm may take some project credit for the same project, every individual or firm that does so must credit the original firm. A potential client may receive several fee proposals from different firms that include images of the same project. That client and the public generally is entitled to know who did what. All references by various firms to the same project should include the same basic information attributing credit to the original firm.
- ▶ Subsidiary credit may be taken by individuals and other firms as long as the original firm has been clearly credited and the subsidiary credit is accurate. Individuals, whether partners, employees, contractors, Intern Architects or others, may display and describe the work they performed while in the practice they left, as long as they clearly credit the authorship to the original architectural firm and limit the images, descriptions and claims for credit to the extent of their specific contribution.
- ▶ It is also important for members and associates moving to another firm to ensure that project credit is taken on an individual basis, and not attributed to the new firm. For example, an architect who leaves firm A should not represent projects worked on at firm A on firm B’s web site as projects of firm B – such as on a web page titled “Firm B: Our Projects.” Credit taken for project work while at firm A should be clearly reserved for marketing material specifically identifying the individual, such as on a “biography” section, “Our Team,” etc.

Failing to give and take proper credit amounts to a misrepresentation to the public. Unlike some other professions, an architect’s services may endure for generations. The public’s interest extends beyond fundamental contemporary concerns such as “truth in advertising” to the indefinite legacy of the built environment.

GENERAL ADVICE

Firms should use simple, accurate language for project attribution. Use “Architect: (Firm Name)” to indicate the firm responsible for the project. In most cases, this firm will have seen to all architectural services throughout the project’s life and no other firm will have been involved. In such cases, the simple attribution phrase “Architect: X & Y Architectural Partnership” is recommended. Avoid the term “architect of record”, which is not universally understood and applied. Among other concerns, confusion may arise when a building has been the subject of tenant improvements, renovations or additions, and more than one “architect of record” may exist for each architectural project on that building.

A clear general statement on marketing materials, web pages and proposals/presentations indicating that all projects in the document were completed by one firm, using the proper attribution language, is acceptable. Not every photograph, drawing or other representation needs to be specifically identified, as long as the reader could easily determine project credit for any of the projects or images identified. In every case, credit for the original firm must be clear, obvious and prominent enough to avoid confusion.

Generally, taking credit for projects and the extent to which graphic images (such as external views of buildings) may be used varies with the level of responsibility undertaken. For example, it may not be appropriate to simply show a building's external view when the services provided were solely interior design. Ensure when in doubt, that the textual description clearly and accurately identifies the level of credit/responsibility. The more modest the level of project involvement, the more careful members and associates should be in taking credit, particularly where photographs and graphics are used.

FIRM CAPABILITIES

Firms displaying their projects need not identify the contributions of individuals within the firm, although they may certainly do so. Firms retain authorship credit for their projects regardless of whether the individuals who contributed to that project remain with the practice. However, representations as to a firm or individual member's ability to provide architectural services must be accurate and contemporary. A firm that no longer provides classic design services or no longer has the capability to complete certain types of projects may still advertise such projects, but should not be making claims as to current capabilities that go beyond the possible and prudent, whether in marketing materials, fee proposals or otherwise. Firms in a joint venture or other association may make reasonable claims as to the combined strengths and talents of such an entity for the purpose of the individual project(s) being pursued.

ATTRIBUTION AND BUSINESS PLANNING

Firms should consider attribution issues when preparing such business documents as partnership agreements, shareholders agreements, joint ventures, employment contracts, etc. Clear statements consistent with the basic professional expectations for giving and taking credit help to avoid misunderstandings and disputes in the event of terminations, departures and the evolution of business practice and firm structure.

It is recommended that in the case of dissolution or changes to the partnerships structure of firms, that a written agreement be prepared to outline the process for defining project credit and ownership that is satisfactory to all affected parties.

AVOIDING DISPUTES AND COPYRIGHT ISSUES

It is sensible and collegial practice to consult with former firms and colleagues, including competitors, prior to publishing material where project credit may be contentious or unclear.

Even where authorship is uncontroversial, issues of copyright as to photographs, images and project drawings need to be addressed. Firms must obtain the written consent of an image's copyright holder prior to publishing it and seek legal advice when a copyright issue may be complicated or unclear.

A firm may have every right to take project credit from a professional ethics point of view, but may be using project drawings or photographs for which copyright has been sold, assigned or is otherwise restricted. Similarly, the holding of copyright over a design does not automatically entitle a party to claim project credit. Copyright is an intellectual property asset that can be

treated like an asset. Giving and taking project credit for architectural services is a professional conduct expectation, in the public interest, and is not a marketable commodity.

When attribution disputes arise, registrants should discuss concerns cordially. Many project credit issues are triggered by misunderstandings and unintentional errors (often arising from not monitoring and maintaining web sites) that can be quickly resolved in good faith.

Date: March 23, 2017

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