



## **BULLETIN 44:                    ATTRIBUTION: GIVING AND TAKING CREDIT FOR ARCHITECTURAL SERVICES**

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### **1.0        BACKGROUND**

- 1.1 It is a fundamental professional conduct expectation, a matter of professional courtesy and, most importantly, a matter of public interest to ensure that attribution for architectural services is accurate.
- 1.2 Members of the public – including client/potential client, authority having jurisdiction, interested community member, media, etc. – expect architects, firms, associates and licensees (“registrants”) to accurately and fairly describe their qualifications, experience and responsibility when claiming credit for work. Doing otherwise leads to confusion and multiple claims for credit for the same project work, as well as unnecessary professional conduct complaints and even lawsuits.
- 1.3 AIBC Council approved this Bulletin, new ruling (b) and commentary revisions to AIBC Bylaw 32.2 in March 2009. The ruling and supporting information clarify and confirm the AIBC’s expectations of all registrants arising from Bylaw 32.2, which remains unchanged. Firms and individuals are encouraged to move promptly to review and amend, if necessary, marketing material, fee proposals, web sites and other information to ensure compliance.
- 1.4 Bylaw 32.2 and the revised Council rulings and commentary in the *AIBC Code of Ethics and Professional Conduct* (with revisions highlighted) read:

**Bylaw 32.2        An architect shall 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 the architect is claiming credit.**

(a) An architectural firm’s representations must accurately reflect current principals and staff capacities.

(b) An architect or firm claiming credit for a project, or any part of the architectural services on a project, must ensure that credit is given to the project’s original firm or firms and that any credit taken is accurate and limited to the extent of services provided. (see Bulletin 44).

*This Bylaw addresses architects’, clients’ and the general public’s concerns about the accuracy and credibility of architectural proposals, marketing and other representations and the résumés of architectural job applicants.*

*Appropriate credit should be given about projects undertaken with or by other firms. In some cases, more than one firm may be given credit, as a result of collaboration on a project, transition between firms during a project's lifespan or other scenario, but not to the exclusion of the original firm(s).*

*The more peripheral the services provided by a firm, individual architect or associate on a project, the more careful such registrant must be in claiming credit. Members and associates should take particular care to ensure that graphic representations of projects – whether photographs, drawings or other media – relate accurately to the services claimed and do not overreach. The public is entitled to know the firm of record and the level of involvement claimed by an architect or firm on any project for which credit is claimed.*

- 1.5 The *Code of Ethics* clarifications and this Bulletin are intended to help ensure that registrants better understand and implement accurate identification of their contribution to any project while giving proper credit at all times to the original firm.
- 2.0 **THE BEDROCK PRINCIPLE**
- 2.1 While attribution can appear to be a complex issue given firm mergers and acquisitions, 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.**
- 2.2 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. See paragraph 4.14 for an example of project attribution in this sequential design scenario.
- 2.3 The bedrock principle endures notwithstanding 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.
- 2.4 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.**
- 2.5 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.

- 2.6 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.
- 2.7 **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.

### 3.0 PRACTICAL MATTERS

#### Terminology and General Advice

- 3.1 The AIBC recommends that firms 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.
- 3.2 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 a lay reader could easily determine project credit for any of the projects or images identified. In every case, remember that credit for the original firm must be clear, obvious and prominent enough to avoid confusion.
- 3.3 As a general rule of thumb, 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. When in doubt, ensure 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

- 3.4 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 (see Bylaw 32.2, Council ruling (a)). Firms in a joint venture or other association may, of course, 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**

- 3.5 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 will go a long way to avoiding misunderstandings and disputes in the event of terminations, departures and the evolution of business practice and firm structure.
- 3.6 The AIBC recommends that each firm designate one individual to be responsible for drafting and verifying attribution information for proposals, marketing materials, web sites, submissions and other material where issues of project credit arise. Expectations should be clearly communicated to all staff and communications consultants such as web designers.

### **Avoiding Attribution Disputes and Copyright Issues**

- 3.7 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.
- 3.8 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. Copyright law is a unique area of federal statutory law. It is important to remember that copyright law and the professional conduct expectations as to attribution are conceptually distinct.
- 3.9 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.
- 3.10 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. **Not every inaccurate photo caption is cause for a professional conduct complaint. Members and associates are encouraged to work together to resolve attribution concerns amicably.**

When a legitimate error is identified, it should be addressed quickly by the offending party. A prompt, sincere apology and correction can go a long way to preserving professional relationships and demonstrating good faith.

#### **4.0 ATTRIBUTION EXAMPLES**

- 4.1 The examples below illustrate some common attribution scenarios. The language suggested for giving and taking project credit is not exhaustive, and firms may devise their own attribution formatting and language to achieve the same goal of satisfying the ‘bedrock principle’ described in Section 2.0. Some firms prefer to use longer textual descriptions of projects and firm services, which is no less appropriate than the shorthand recommendations below.

##### **Basic Attribution**

- 4.2 The simple example below (where one firm has been involved) is recommended for inclusion as the ‘cut-line’ for graphic images, including but not limited to photographs, drawings and sketches that identify a specific project:

Project: Raleigh Clinical Centre  
Architect: Silva & Epp Architecture Inc.

- 4.3 Some firms may want to add the client name and other project-specific information. It is perfectly acceptable, encouraged and well-received to include reference to project consultants, engineers, contractor, owner and other contributors to the project where appropriate.

Project: Raleigh Clinical Centre (completed 1984)  
Architect: Silva & Epp Architecture Inc.  
Design Architect: M. Silva MAIBC  
(or Principal Architect, Partner in Charge of Design, etc.)  
Client: Regional District of Raleigh  
Structural/Mechanical/  
Electrical Engineering: Bending Moment Engineering Ltd.  
Landscape Architect: Rhythm & Flow Group

##### **Firm Name Changes, Mergers and Takeovers**

- 4.4 A change in firm name does not alter the bedrock principle. The original firm must still be given credit, even if the name change or new business entity change seems minor. For example, the firm X & Y Architectural Partnership is changed to X & Y Architects Inc. Basic project credit should be given:

Project: Appaloosa Tower Condominiums – Carson City  
Architect: X & Y Architectural Partnership (now X & Y Architects Inc.)

- 4.5 As another example, consider a portfolio of projects by Smith Architect, a one-person firm whose name and structure were changed over time to Smith Architects, then Smith Architects Ltd. and later Smith Architects Inc.

Smith Architect must be given project credit for its particular portfolio along this firm evolution. Firms should make reasonable efforts to ensure that the historically accurate name for the original firm is identified, and then use the simple “now Firm X” language to bridge the gap from original to current firm name.

There is no expectation that a firm claiming credit list all previous names through the evolution of a firm. It may be useful to do so in certain documents, but the attribution obligation is satisfied by correctly identifying the original (author) firm as noted above.

- 4.6 A firm that merges with or acquires another firm – which business transaction may or may not include copyright acquisition or transfer of other project rights – may display the work of the acquired or pre-merger firm, provided appropriate attribution is accorded to the original firm. Assume that X & Y Architects Inc. from the example in 4.4 above is acquired by Adanac Architects, which wants to include the acquired firm’s portfolio in a proposal. A simple attribution format follows:

Project: Appaloosa Tower Condominiums – Carson City

Original

[or Predecessor] Firm: X & Y Architectural Partnership (now Adanac Architects)

- 4.7 In the example above, the fact that X & Y Architectural Partnership had changed its name to X & Y Architects Inc. prior to being acquired does not affect the basic attribution rules. The original firm for the Appaloosa project was X & Y Architectural Partnership. Adanac Architects could add information about the name change if it wished. For example:

Project: Appaloosa Tower Condominiums – Carson City

Original

[or Predecessor] Firm: X & Y Architectural Partnership – later X & Y Architects Inc.  
(now Adanac Architects)

### **Leaving a Firm and Taking Credit**

- 4.8 As noted in Section 2.5, individuals may take appropriate credit for work performed at previous firms. However, the original firm must be given primary credit and in no way should credit for that work be attributed to the new firm.

- 4.9 For example, Architect M worked as an associate employee with the firm X & Y Architects Inc. for several years. While at X & Y, Architect M acted as ‘lead design architect’ for the Skookum Clinical Centre. Architect M left for the firm Silva & Epp Architecture Inc. and wanted to show an image of that project on her new firm’s web site. Project credit should not be ascribed to Silva & Epp Architecture under that firm’s portfolio, but rather under Architect M’s bio or similar context that ensures the connection with project credit relates to the individual, with credit to the original firm. A suitable attribution example might be:

Project: Skookum Clinical Centre

Architect: X & Y Architects Inc.

“I acted as lead design architect on this project while with X & Y Architects Inc.”

- 4.10 Other examples of potential attribution might include taking credit for contract documents, working drawings and specifications, contract administration, etc.

### **Joint Ventures and Multiple-firm Credit**

- 4.11 In some cases, more than one firm is involved on the same project, whether in joint application for a project, joined as co-venturers or with project work divided between and among firms.

Credit language should accurately identify the entities involved to avoid confusion. It is good practice for firms entering into co-ventures or looser ‘associations’ to execute basic agreements that include a term as to how the parties will represent themselves in the event that the firms obtain the commission.

- 4.12 As an example, Silva & Epp Architecture Inc. and Roma Soledad Architectural Partnership jointly submit a fee proposal for full architectural services for a new Raleigh Town Hall and are successful. The two firms agreed, in a Memorandum of Agreement struck prior to submitting their fee proposal, how they would allocate the project’s work scope and fees and how project credit, including credit for ‘design’, would be given.

Project: Raleigh Town Hall

Architect: Silva & Epp Architecture Inc. and Roma Soledad Architectural Partnership  
in Association

- 4.13 In this example, the firms agreed that they would be jointly credited for project design in any representation. In other scenarios, firms can agree how to parcel design and other project credit, but the parties should be explicit in advance how project credit will be allocated.

### **Sequential Design Credit**

- 4.14 ABC Architects obtained the commission for a 50-unit multi-family residential project in Raleigh and completed preliminary design work for the client, including obtaining a Development Permit. The client and ABC Architects parted ways shortly after the DP was issued, and the client hired X & Y Architects Inc. to complete the architectural services. Both firms are entitled to take credit for the project to the extent of work performed, but must give credit to the other firm given the sequential responsibilities. ABC Architects could give and take credit as follows (with alternative language italicized in brackets):

Project: Shady Grove Condominiums, Raleigh

Architect: ABC Architects: Preliminary Design  
(*Schematic Design/Design development*);  
X & Y Architects Inc.: all other architectural services  
(*Construction Drawings and Contract Administration*)

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OR:

Schematic Design: ABC Architects (with description of work if desired)

Construction Drawings (*other Architectural Services*):

X & Y Architects Inc.

Similarly, X & Y Architects Inc. must share project credit:

Project: Shady Grove Condominiums, Raleigh

Architect: X & Y Architects Inc. (ABC Architects completed the preliminary design)