

Credit for Authorship – Management of a Practice

Summary

The credit for authorship belongs to the practice which was engaged by the client to provide architectural services for the project. Members and firms must ensure that their qualifications and/or experiences are accurately represented by clearly identifying their personal contribution to projects listed in all promotional materials and C.V.s as well as clearly identifying the author-practice.

When practices dissolve, merge or are purchased by another firm, or when architects or interns leave a practice, individuals may still include projects in their promotional material provided that they clearly credit the authorship to the original practice, in addition to providing an accurate account of their personal contribution to the project.

BACKGROUND

This Practice Bulletin is intended to provide guidance to members and firms with respect to the required standard of care.

The Copyright Act protects architectural works, which include “any building or structure or any model of a building or structure”. It means that a building is protected by copyright, as well as the drawings, sketches, designs and models produced as part of the project. However, the legislation also provides that: “52.2(1) “It is not an infringement of copyright ... (b) for any person to reproduce, in a painting, drawing, engraving, photograph or cinematographic work (i) an architectural work, provided that the copy is not in the nature of an architectural drawing or plan.”

Section 15.1 (m) of the M.A.A. By-Laws stipulates the following:

“When a Member is not responsible for the complete architectural services in the erection of a building with which s/he permits his/her name to be publicly connected, it shall be his/her duty to see to it that the part of the service for which s/he is responsible, is clearly stated in association with his/her name.”

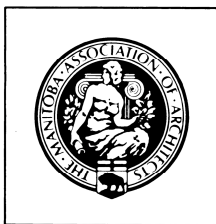
The intent of this provision is to ensure that members and interns are permitted to accurately identify their contribution to any project while giving the proper credit for authorship to the author practice.

When practices dissolve, merge or are purchased by another practice, the new practice(s) may display the work of the former practice(s), provided appropriate recognition is given to the practice which authored the displayed work. Similarly, when architects or interns leave a practice, they too may display the work they performed while in the practice they left, provided that they clearly credit the authorship to the author practice.

In all of these circumstances, the members or interns should clearly and factually state their specific contribution to the development of such projects.

When a practice displays projects which it has authored, the practice is not obligated to identify the contributions of individuals within the firm. The practice retains credit for authorship regardless of whether individuals who contributed to that project remain with the practice.

When a client changes architects part-way through a project, it is appropriate for each architect to give recognition to the other(s) for responsibilities of the respective practices.



REGULATORY

Practice Bulletin

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(Original-April, 2008)

It is suggested that the term “architect of record” **not be used** in attributing credit for authorship since the term, although widely used in the industry, is not universally defined and is subject to widely varying interpretations.

PROCEDURE

When a project is displayed (e.g. in a brochure, periodical article, on a website or otherwise), take care to make the attribution of credit plain to see and unambiguous.

For example, when using photographs of buildings, the name of the author-practice must appear in a prominent position on the same page as the photograph, with the name and contribution of the member and the name of the new practice (for which the promotional material is being produced) in a secondary position. It is not sufficient to feature the photograph and reference the name of the author-practice elsewhere in the text of the brochure.

If the photograph is a reproduction of a copyrighted photograph, obtain the consent of the copyright owner to avoid infringement of copyright.

In listing previous experience of the members of a practice, other than the author practice, identify the name(s) of the author practice(s) for all projects listed, in such a way that the reader of the brochure does not fail to find this information (small print buried somewhere in the document is not sufficient).

It would be prudent, prior to incurring the cost of printing the brochure, to inform the author-practice of the intent to include the project and the manner in which it will be represented.

Members and firms are reminded that requirements also apply to all information concerning credit for authorship displayed electronically via websites. Members and firms are urged to implement an approval process whereby they become the designated individuals responsible for verifying all information concerning credit for authorship, as

proposed for or posted on a website. This approval process should be clearly conveyed, preferably in writing, to all staff, web designers or others associated with developing and implementing changes to a website.

EXAMPLES:

1. The practice of Jones and Green is the architect for a hospital project. Jones brought the job to the practice and Green was the design architect. Green leaves the Jones and Green practice and sets up a new practice. Green’s promotional material may include the project as follows:

*Project name: Newton Hospital
Architects: Jones and Green Architects Inc.
Partner in Charge of Design: W. Green*

2. Jane Browne, a member and employee of Jones and Green, establishes her own practice. While with Jones and Green, she was responsible for the design of the hospital project. Browne may include the project in her promotional material as follows:

*Project name: Memorial Hospital
Architects: Jones and Green Architects Inc.
Jane Browne: responsible for design*

3. Ian Smith is a recent graduate and an employee of Jones and Green. Smith was a member of the construction documents team on the hospital project. Smith left Jones and Green and his C.V. he may refer to the hospital project as follows:

*Project name: Memorial Hospital
Architects: Jones and Green Architects Inc.
Ian Smith: member of the production team, responsible for...*

4. Jones and Green Architects Inc. were the architects for the Z Corporation head office building. Jones designed the building, Green oversaw the preparation of working drawings and specifications and obtained the building permit. Jane Browne, an employee, performed the contract administration services.

Jones retires.

Green takes on a new partner, Black, but retains the firm name Jones and Green

Architects Inc. Browne leaves the firm and forms a partnership with Gray.

Eventually Green leaves the practice and forms his own sole proprietorship; Black continues the firm under Jones and Green Architects Inc. The three firms compete for a commission for a new corporate office building. Each shows in their practice promotion brochures the same photograph of the Z Corporation office building, captioned as follows directly abutting the photograph:

Green's brochure:

*Z Corporation HQ building
Jones and Green Architects Inc.
W. Green responsible for contract documents*

Browne and Gray's brochure:

*Z Corporate HQ building
Jones and Green Architects Inc.
Jane Browne responsible for contract administration*

Jones and Green's brochure:

Z Corporate HQ building

5. Assume same scenario as in number 4 above, but with one change. When Green leaves Jones and Green Architects Inc., Black changes the name of the practice to Black Architect Inc. The practice other than the name and the fact that two principals have left the firm, remains essentially unchanged. All of Jones and Green Architects Inc. files are on hand, projects are continuing under the new firm name, liability for all of Jones and Green Architects Inc. projects remain with the corporation as well as copyright for their projects (unless assigned in writing to someone else).

Green and Browne's brochures are as in example 4.

*Black's brochure changes to be:
Z Corporation HQ building
Black Architect Inc.
(formerly Jones and Green Architects Inc.)"*

OR

*Z Corporation HQ building
Jones and Green Architects Inc.*

The latter caption presumes that the brochure is clearly identified as that of Black Architect Inc., and that there is prominent reference to the re-named firm of Jones and Green Architects Inc.

6. The owner of the XYZ Corporation was very selective of three different architectural practices (A, B & C) known for their expertise in design, contract documents and contract administration respectively.

A Architect provided services to end of design development.

B Architect prepared working drawings and specifications.

C Architect processed bids and performed contract administration.

Each of the firms' brochures could represent the project with photographs of the project and abutting captions as follows:

*Project XYZ
designed by A Architect
construction documents by B Architect
contract administration by C Architect*

To do otherwise could lead to a misrepresentation that more was performed by the practices than is factual.

Alternative wording omitting the other two practices, while technically correct, may still mislead into the belief that the project was performed entirely by the one practice.

(e.g. Project XYZ Designed by A Architect)

This may be acceptable if design alone is at issue.

However, "contract administration by C Architect" without appropriate credit to A and to B may not be considered professional nor proper since it may be inferred that C Architect also provided the preceding services.

"Contract Administration ONLY was performed by C Architect" may be acceptable if the context is clearly focused on contract administration.

Credit for design by A Architect in the title block of the working drawings

prepared by B Architect is an appropriate manner to identify the contribution of A.

Similarly, the Project Sign identifying all three architectural practices with credit for the participation is appropriate.

A project sign naming only one of the practices would misrepresent the extent of the contribution by the named practice.

The naming of the three practices on a project sign without corresponding credit for contribution is also ambiguous and could lead to misunderstanding of who did what.

There may be occasions when a client will dictate the names on a project sign or advertising publications. The client should be made aware that there is to be no ambiguity or misunderstanding in describing who did what. Recommend to the client that all contributors should be named.

It is reasonable to expect to be able to describe one's contribution to projects while employed by other firms (provided, of course, that the description accurately portrays the nature and scope of the contribution).

It is not reasonable, nor appropriate, to imply through "clever" positioning of credits and/or through carefully structured words that the service was performed by other than whom actually performed it.

The MAA gratefully acknowledges the assistance of the Ontario Association of Architects in permitting the use of its Practice Bulletin in the preparation of this document.

UNACCEPTABLE

JANE BROWNE
Architect

Memorial Hospital
Aardvaark, Ontario



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Jane Brown, Design architect for Jones & Green, Architects

ACCEPTABLE

JANE BROWNE
Architect

Memorial Hospital, Aardvaark, Ontario
by JONES & GREEN, ARCHITECTS



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Jane Brown was responsible for the design of the memorial hospital for Jones & Green Architects

Presentation implies that Jane Browne Architect was the architect for the project.

Note at the bottom doesn't clearly state that Jones & Green were architects for the project. Merely that at some point Jane Brown was employed by the Jones & Green corporation as a design architect. Reader is left to surmise that Jones & Green had something to do with this project - ambiguous and misleading.

Identification above the photograph clearly states Jones & Green were architects for the project. Note at the bottom identifies role of J. Browne on this project.

If deemed relevant that J. Browne was responsible for design in capacity of employee of Jones & Green - this should be stated as well.

UNACCEPTABLE

W. GREEN
Architect
Ontario

Newton Hospital, Inukshuk



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W . Green, partner in charge of design, Jones & Green Architects


Implies W. Green Architect was the entity responsible for the project.

The line at the bottom of the page does not clearly tie Jones & Green to the project. It merely states that W. Green was the partner in charge of design when he was in partnership with Green - left to the reader to surmise that the entity Jones & Green may have had something to do with this project.

ACCEPTABLE

W. GREEN
Ontario
Architect

Newton Hospital; Inukshuk
by **JONES & GREEN, Architects**



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W . Green, partner in charge of design, Jones & Green Architects

Identifies, correctly, that Jones & Green were the architects for the project.

Identifies that Green was the partner in charge of design - no ambiguity when read in conjunction with the credit for authorship at the top of the page.