



Credit for Authorship - Misrepresentation of a Practice

©2021, 2008 Ontario Association of Architects (OAA). OAA members in good standing may reproduce or distribute this Regulatory Notice provided this copyright notice is affixed to any reproduced or distributed copy. No rights are granted to any other person, except with express prior written consent from the OAA. The OAA reserves all other rights.

Summary

The credit for authorship belongs to the Certificate of Practice that was engaged by the client to provide architectural services for the project (author-practice). OAA Membersⁱ and holders of Certificate of Practice (holders) must ensure their qualifications and/or experiences are accurately represented by clearly identifying their personal contribution to projects listed in all promotional materials and CVs, as well as clearly identifying the author-practice.

In the case of severed or merged practices, members or individuals may still include projects in their promotional material, given that they clearly credit the authorship to the original author-practice, in addition to providing an accurate account of their personal contribution to the project.

Background

The intent of the [Regulation](#) under the [Architects Act](#) is to ensure that holders, members, and individuals are permitted to accurately identify their contribution to any project while giving the proper credit for authorship to the author-practice.

When practices merge, the new practice may display the work of the former practices as part of its portfolio, provided appropriate recognition is given to the practice which authored the displayed work. Similarly, when a practice purchases another practice, it too may demonstrate the work of that practice, provided appropriate attribution is given to the author-practice. Generally, members or employees leaving a practice may also 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 individuals are advised to 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 OAA practices part way through a project, it is appropriate for each practice to give recognition to the other(s) for responsibilities of the respective practices.

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 preparing agreements for partnerships, shareholders, joint ventures, and employment, you should address the issue of present and future recognition of each party's contribution to projects.

In addition, today's changing procurement and delivery methods related to professional services require careful consideration of the role of each participating architectural practice involved in the project in order to accurately identify their contribution in the project credits.

When a project is displayed (e.g. in a brochure, 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 and/or employees 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 material does not fail to find this information because it is in small print buried somewhere in the document.

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

Members and holders are reminded that the contents of this Regulatory Notice also apply to all information concerning credit for authorship displayed via websites, social media, and similar. Members and holders 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 digitally. This approval process should be clearly conveyed, preferably in writing, to all staff, web designers, or others associated with developing and implementing changes to any digital material.

Caution: Where applicable, members and holders should review the contribution of non-holders as it relates to copyright issues.

Examples:

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

Project name: Newtown Hospital
Architects: Purple and Green Architects
Partner in Charge of Design: W. Green

2. J. Browne, an OAA member and employee of Purple and Green, establishes their own practice. While with Purple and Green, they were responsible for the design of a hospital project. Browne may include the project in their promotional material as follows:

Project name: Memorial Hospital
Architects: Purple and Green Architects
Project Architect: J Browne; or J Browne: responsible for design

3. K. Saffron is a recent graduate and an employee of Purple and Green. Saffron was a contributor to the construction documents team on a hospital project. Saffron left Purple and Green. In their CV, they may refer to the hospital project as follows:

Project name: Memorial Hospital
Architects: Purple and Green Architects
Responsibilities: production team member, responsible for...

4. Purple and Green Architects were the practice responsible for the Z Corporation head office building. Purple designed the building, while Green oversaw the preparation of working drawings and specifications and obtained the building permit. J. Browne, an employee, performed the contract administration services.

Purple retires. Green takes on a new partner, M. Teal, but retains the firm name Purple and Green Architects Inc. Browne leaves the firm and forms a partnership with Gray.

Eventually, Green leaves the practice and forms their own sole proprietorship; Teal continues the firm under Purple 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
Purple and Green Architects
W. Green responsible for contract documents

Browne and Gray's brochure:

Z Corporate HQ building
Purple and Green Architects
J Browne responsible for contract administration

Purple and Green's brochure:

Z Corporate HQ building

5. Assume same scenario as in 4), but with one change. When Green leaves Purple and Green Architects Inc., Teal changes the name of the practice to Teal Inc., Architect. The practice, other than the name and the fact that two principals have left the firm, remains essentially unchanged. All of Purple and Green Architects Inc. files are on hand, projects are continuing under the new firm name, liability for all of Purple 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.

Teal's brochure changes to be:

Z Corporation HQ building
Purple & Green Architects Inc.
(Teal Inc. Architect: ongoing practice)

OR

Z Corporation HQ building
Purple and Green Architects Inc.

This latter caption presumes the brochure is clearly identified as that of Teal Inc., Architect, and that there is prominent reference to the renamed firm of Purple and Green Architects Inc.

6. The owner of XYZ Corporation has contracted the services of three different architectural practices (A, B, and C) known for their specialization in design, contract documents, and contract administration respectively.

A Practice provided services to end of design development.

B Practice prepared working drawings and specifications.

C Practice processed bids and performed contract administration.

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

Project XYZ

designed by A Practice
construction documents by B Practice
contract administration by C Practice.

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 Practice*)

This may be acceptable if design alone is at issue.

However, *Contract Administration by C Practice* without appropriate credit to A and to B may not be considered professional nor proper since it may be inferred that C Practice also provided the preceding services.

Contract Administration only was performed by C Practice may be acceptable if the context is clearly focused on contract administration.

Credit for design by A Practice in the title block of the working drawings prepared by B Practice is an appropriate manner to identify the contribution of A.

Similarly, the Project Sign identifying all three 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). However, 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.

ⁱ **OAA Member:** Every person licensed by the Ontario Association of Architects is a member of the Association, subject to any term, condition, or limitation to which the licence is subject. R.S.O. 1990, c. A.26, s. 5 (1).

The OAA does not provide legal, insurance, or accounting advice. Readers are advised to consult their own legal, accounting, or insurance representatives to obtain suitable professional advice in those regards.
