



## ***Inaccurate Representation of Qualifications, and Scope and Nature of Design Work; Making Misleading, Deceptive, or False Statements or Claims about Professional Qualifications, Experience, or Performance.***

### **Summary**

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The Council found that Architect B had inaccurately represented his qualifications, and the scope and nature of the design work he and his current firm had performed on the Widget Building. The Council found that Architect B had made misleading, deceptive, or false statements or claims about the qualifications, experience, or performance of himself and his current firm with regard to the design and construction of the Widget Building. The Council also found that Architect B had failed to recognize and respect the professional contributions of his former partner.

**All initials, names, dates, places, and gender references in this decision have been changed.**

### **Reference**

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*Code of Ethics and Professional Conduct, Cannon IV, Obligations to the Profession*

R. 4.107 Members shall accurately represent their qualifications and the scope and nature of their responsibilities in connection with work for which they are claiming credit.

*Commentary: This rule is meant to prevent Members from claiming credit for work which they did not do, misleading*

*others, and denying other participants in a project their proper share of credit.*

R. 4.201 Members shall not make misleading, deceptive, or false statement or claims about their professional qualifications, experience, or performance.

*Code of Ethics and Professional Conduct, Cannon IV, Obligations to Colleagues*

R. 5.201 Members shall recognize and respect the professional contributions of their employees, employers, and business associates.

### **Facts**

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In 1985 Architect A and Architect B formed a partnership called AB Partnership. While they were partners Architect A devised the design concept that was accepted by the Widget Corporation for their headquarters building. Because Architect B had brought the client into the partnership, he took over the design development of the building. Architect A's design was used, with only one change of any magnitude. Firm C served as structural engineer, project architect, and architect of record, preparing construction documents and performing construction administration services for the building. AB Partnership was dissolved in 1990.



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The partners agreed in writing that any work completed by the AB Partnership prior to 1990 would be credited by each of them to the AB Partnership. On three different occasions after 1990, Architect B submitted the Widget Building for various awards and publicity. The submissions were made in the name of his new firm, B Associates, Inc., and listed that firm as the design architect for the Widget Building. No mention was made of AB Partnership or Architect A. Through Architect B's efforts, he received an AIA Chapter Award, had the Widget Building and his current firm featured in a prestigious professional magazine, and was selected as a finalist for an international design award. The finalists and their projects were published in a coffee table book.

## **Discussion**

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Architect B asserted that he, personally, was the project architect who followed the design development of the Widget Building through to completion. He likened his role to that of a football coach. While the coach does not run the plays and actually carry the ball on the field, he is still the person who is credited with calling the plays and managing the team that plays the game. Continuing his use of the football analogy, Architect B asserted that he carried the ball 99 yards; but because he didn't carry it 100 yards, Architect A believes that Architect B should not be able to claim credit for the design of the Widget Building. Architect A acknowledges the substantial contribution by Architect B to the design development process. Architect A also asserted that Architect B must honor their dissolution agreement and the relevant portions of the AIA Code of Ethics and Professional Conduct by crediting AB Partnership for design development.

The Council was deeply concerned by Architect B's failure to grasp the core issue of this case. To continue his use of the football analogy--the coach may call the plays, but it is the team's name on the scoreboard. The running back may score

the touchdown, but it is the team's name on the scoreboard. Architect B may have been the project architect for vast majority of design development, but he did that work while with AB Partnership. B Associates, Inc. did not exist at the time the Widget Building project was completed. It can never claim that project in its credits. Credit must be given to the firm in existence at the time the project was completed--AB Partnership--not to a firm that did not exist at that time. This conclusion is consistent with those reached by the Council in Decision 87-6, Decision 89-8, and Decision 92-7.

Architect B showed no understanding of, or concern or remorse for his actions in having a firm that did not exist at the time a project was completed take credit for design of that project. Architect A was able to obtain corrections to the AIA Chapter Award and in the magazine that had published the project. However, his awareness about the information in the coffee table book came too late for correction. Architect B's firm continues to benefit from the publicity generated from that book, as well as with those persons who have not seen the corrections published by the AIA Chapter and the magazine.

## **Conclusion**

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Failure to give and take appropriate credit for design work has been, and continues to be, a problem that plagues the architectural profession. The Council has issued three other Decisions and one Advisory Opinion on this topic. The Council concluded from the evidence presented that Architect B violated R. 4.107, R. 4.201, and R. 5.201 by claiming credit for the Widget Building in the name of his current firm, rather than crediting the firm in which he was a partner when he did the work. Architect B's claim of this credit was intentional and inaccurate, and occurred in settings that generated a great deal of publicity for Architect B's current firm. The Council felt that these actions merited a sanction appropriate to the intention and number of times they oc



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curred. The Council imposed the sanction of a one year suspension of Architect B's membership in the AIA.

When a member is suspended from the AIA for a violation of the AIA Code of Ethics and Professional Conduct, his name and a summary of the case is published in **MEMO**, the monthly newsletter distributed to all AIA members. A letter from the Secretary of the AIA is placed in his membership file. That letter advises the member of the dates of membership suspension and that he is not permitted to exercise the privileges of AIA membership. During suspension the architect may not:

- Use AIA or FAIA after his name on stationery, business cards, telephone listings, etc.;
- Wear an AIA or Fellowship pin or medal;
- Attend local and national AIA functions as a member, but may attend as a guest or in non-member status;
- Serve on any committees at the local, state, or national level;
- Serve as a chapter delegate; and
- Participate in AIA group insurance, retirement, and other benefit programs.

A copy of the Secretary's letter is also sent to the Chancellor of the College of Fellows (if the member is a Fellow), to the Executive Director of the AIA Trust, and to the Executive Directors or the Presidents of appropriate chapter and state-wide AIA components. The relevant AIA components are strongly encouraged to publicize the suspension in their newsletters.

L. Kirk Miller, FAIA, Chair  
Melvin Brecher, FAIA  
Glenn Allen Buff, FAIA  
James A. Clutts, FAIA  
Kenneth DeMay, FAIA  
Norma Merrick Sklarek, FAIA

*The hearing officer, Robert V.M. Harrison, FAIA, did not participate in the decision of this case, as provided in the Rules of Procedures. The Council Chairman, L. Kirk Miller, FAIA, excused himself from the debate and discussion about this case because of his acquaintance with one of the parties.*

**April 15, 1994**