



# **AIA Best Practices: Managing the risks of Pro Bono Services**

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## **Summary**

Many architects are strongly motivated to provide volunteer or pro bono services to contribute to their communities and enrich their practice. Whether you are an emerging start-up or a well-established firm, it is important to be aware of the responsibilities and potential risks inherent in providing pro bono services and to work with the client, your attorney, and your insurance provider to avoid unintended liabilities for you and your team.

## **Selecting Your Project**

Consider your desired outcome for the project. Is it service? Visibility? Networking? Portfolio or staff development? Be clear about your motivations and align yourself with the opportunities that will best reward your interests.

Pro bono opportunities often evolve from social or professional networks, as the result of board membership, or local engagement with cultural, religious, educational or social service organizations. As with any other client group, the non-profit organization that becomes your client will have some sort of volunteer/staff leadership structure, as well as a charter and bylaws. It is important to understand how decision-making will occur, and to verify that you are working with those empowered to make decisions for the organization and within its legal parameters.

As you develop the working relationship, you should seek access to the client group to understand what their needs are, their budget and schedule, and to identify other considerations that will be critical to the success of the effort.

Consider any third-party responsibilities that might complicate the work, such as clients or business associates in board positions, and the potential for conflicts of interest between your volunteer and paid services.

In addition to the opportunities you might find on your own, there are a number of facilitation platforms that exist to pair teams with volunteer opportunities, both nationally and internationally. Check with your attorney, local chamber of commerce, building department, etc. to understand local jurisdictions' requirements regarding providing professional services, and any travel or other restrictions that will impact the work.

## Identifying the Scope of Work

Pro bono services can vary from limited or full service design, management assistance, or even hands-on construction tasks. Take care to provide design and management services with which you are reasonably familiar and that you would feel comfortable offering to a paying client. If you are outside your area of expertise – for example, providing hands-on construction or maintenance tasks in a volunteer setting – verify that you or the owner have insurance to cover the participants.

Make sure you are clear with the client about the services and deliverables that you are providing, and that you are well positioned to provide them as requested. Identify your staffing plan and the amount of time you are willing to dedicate to the effort and make sure you have the resources to provide it. Establish boundaries and/or limit your services as seems appropriate to the project and to your availability to deliver them. Even if your services are free, your clients will be making decisions based on your guidance, and unfulfilled promises can create an atmosphere of frustration and distrust.

Use your best professional judgement to identify when other specialized licensed services (such as engineering, surveying, etc.) are required and make the owner aware of the need for these services.

## Agreements

An architect will want to be careful to understand the scope of the needed work and to establish a form of agreement that reflects the roles and responsibilities of each party involved. As with paid work, this form of agreement might vary with the scale and type of the service. The AIA provides a contract specifically for pro bono services (B106-2010) which addresses the full scope of services that an architect might typically provide.

For more limited services, one might adopt a letter of agreement or other memo of understanding. In any case, it is advisable to include such clauses or provisions as limits of liability that will offer some protection against future claims. While these may or may not hold up in court depending on the nature and location of the service, this general acknowledgement will at least provide a basis for discussion in the unlikely event of a mediation, arbitration or litigation. Consider asking your client to limit your liability to the amount of your fee (which might be zero).

Other issues that should be addressed in an agreement are ownership of the documents, copyright, and future use of the instruments of service. If you are providing conceptual design in a limited phase, you may want to ask for a waiver of liability should the work be completed under a separate agreement without your participation.

## Insurance

Regardless of the nature of the paid or volunteer effort and the existence of limits of liability or waivers, it is advised to carry a professional liability policy, as well as general liability, for protection against claims by your client, as well as by third parties.

It is also a good idea to require the owner to procure and maintain public liability insurance, as well as builder's risk and permanent property insurance.

If you or your employees are potentially at physical risk on a construction site or other off-site location, it would be wise for you to verify with your insurer that your insurance and workman's compensation policies will extend to these activities. Otherwise, seeking a waiver of liability for participants would be advised.

## Conclusion

Offering volunteer or pro bono services can be a fulfilling way to connect with communities by helping those in need. Ensuring from the get-go that expectations and responsibilities are clear will benefit both the firm offering the services, and the individual or institution receiving them.

## Other Resources:

[Pro Bono Services Guidelines and Resources](#)

[BI06- 2010 Standard Form of Agreement Between Owner and Architect for Pro Bono Services](#)

[Learn About Good Samaritan Laws](#)

[Understanding Professional Liability Insurance](#)

[Assessing Insurance Coverage for Disaster Recovery](#)

[Design for Resiliency](#)

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This article corresponds to:

*Architect's Handbook of Professional Practice, 15th edition* Unit 1 – The Profession  
Chapter 04 – Public Interest Design  
Section 01 – Socially Responsible Design Overview