Report on a Case by the Board of Ethical Review

Case No. 67-3

Furnishing Copies of Plans to Municipal Client

Facts:
Engineer "A" was retained by a municipality in 1956 to prepare plans and specifications for a comprehensive sanitary sewer program. After approximately 80 percent of the total project was constructed in subsequent years Engineer "A's" contract was terminated and he was paid in full for his services.

In 1966 the municipality retained Engineer "B" to revise and update the 1956 plans and specifications to meet current conditions. The municipality requested Engineer "A" to provide it with originals or copies of the 1956 plans and specifications which he has in his possession, offering to pay Engineer "A" for the cost of reproduction. Engineer "A" refused to comply with the request.

The 1956 contract was silent as regards ownership of the plans and specifications, but did contain the following clause:

> "If the City requires more than six complete sets of final plans, specifications and documents, the Engineers agree to provide any number of additional copies for no more than blueprinting, mimeographing and mailing costs".

Question:
Is Engineer "A" ethically obligated to provide the originals or copies of the 1956 plans to the municipality?

References:
Code of Ethics-Section 1- "The Engineer will be guided in all his professional relations by the highest standards of integrity, and will act in professional matters for each client or employer as a faithful agent or trustee."

Section 2(a)-"He will regard his duty to the public welfare as paramount."

Discussion:
Whether the municipality could legally require Engineer "A" to furnish the originals or copies of the 1956 plans is outside of our purview, but it may be noted that generally, in the absence of a contract provision on ownership of plans, the plans and other contract documents are the property of the client.

Engineer "A's" refusal to cooperate will put the municipality to unnecessary additional expense to the extent that Engineer "B" is required to expend additional time to investigate the work done under the 1956 contract as related to the new work to be

Copyright © 1967 National Society of Professional Engineer (NSPE) www.nspe.org . All rights reserved.
To request permission to reproduce this NSPE Board of Ethical Review Case, please contact the NSPE Legal Department (legal@nspe.org).

performed. We believe that this situation is not in accord with the mandate of Section 2(a) of the Code in that Engineer "A" is not regarding his duty to the public welfare as a paramount consideration.

Under the 1956 contract, Engineer "A" was obligated to furnish additional copies of the plans to the client upon request. The fact that the contract is now terminated, regardless of the legal position of the parties, should not be used by him as a means of technical avoidance of his ethical obligation to serve the interests of the client without any cost to Engineer "A". This ethical duty is supported by the dictate of Section 1 of the Code.

Conclusion:
Engineer "A" was ethically obligated to provide the originals or copies of his 1956 plans to the municipality.

BOARD OF ETHICAL REVIEW CASE REPORTS: The Board of Ethical Review was established to provide service to the membership of the NSPE by rendering impartial opinions pertaining to the interpretation of the NSPE code of ethics.

BOARD OF ETHICAL REVIEW: T. C. Cooke, P.E., C. C. Hallvik, P.E., James Hallett, P.E., N. 0. Saulter, P.E., Sherman Smith, P.E., Kurt F. Wendt, P.E., Waldemar S. Nelson, P.E., Chairman.

Copyright © 1967 National Society of Professional Engineer (NSPE) www.nspe.org . All rights reserved.
To request permission to reproduce this NSPE Board of Ethical Review Case, please contact the NSPE Legal Department (legal@nspe.org).