

THE INTERNATIONAL ASSOCIATION OF LIGHTING DESIGNERS CODE OF ETHICS AND PROFESSIONAL CONDUCT

Article I. Preamble

1.01 The International Association of Lighting Designers (IALD) Code of Ethics and Professional Conduct (Code of Ethics) has been adopted to promote and maintain the highest level of professional practice by its members. Adherence to the Code of Ethics is required for voting membership in IALD; compliance with the Code of Ethics serves to ensure public confidence in the integrity and service of IALD's voting members.

1.02 The Code of Ethics is revised from time to time in response to the evolution of modern customs and prevailing conditions on the practice of lighting design.

1.03 The Code of Ethics establishes Rules of Conduct and adds additional commentary (in *italics*) to clarify or elaborate the intent of the Rules of Conduct. Although included in the text of the Code of Ethics, the commentary is not a part of the Code of Ethics.

Commentary: The Ethics Committee shall review the Commentary from time to time and make recommendations to the Membership Committee should changes and/or additions be recommended. The Membership Committee shall be responsible for approving or not approving those changes and/or additions.

Article II. Definitions

2.01 Client: A person, group of people, or entity that retains the professional services of an IALD Member or of the lighting design consultancy for which an IALD Member works.

2.02 Conflict of Interest: An instance where the IALD Member's personal interests might benefit from his or her professional actions or influence. Specifically, it is considered a conflict of interest for an individual or for the firm by whom an individual is employed to be compensated for professional services in any manner other than:

- (a) a Professional Services Fee.
- (b) barter or trade for like kind and/or like value commodities or services in lieu of all or part of Professional Services Fees.
- (c) Royalties collected with complete disclosure by the IALD Member to all interested parties of the source of such royalties or donation of those Royalties to a charitable institution or waiving such Royalties for any project that the IALD Member is engaged in.

2.03 Employer: A person or business entity that employs an IALD Member to render design services in exchange for compensation.

2.04 Endorse: To publicly approve, support or sustain a product, service or individual. The specification of product and services for projects which the IALD Member is actively engaged in is not considered an endorsement, per se.

2.05 Professional Services Fee: Monies paid for direct services rendered without other subsidy of any kind.

***Commentary:** "Other subsidy" can include but is not limited to commissions, kickbacks, mark up and profit from the sale of equipment or goods, compensation for installation of equipment, payment of normal business operating costs by others, or general financial compensation outside of the normal standards of independent practice with the exception of reimbursable expense as specified in Paragraph 2.06.*

2.06 Reimbursable Expense: To receive payment for an expense or loss incurred in the process of work on a project. Reimbursable expenses are allowed at the actual cost to the IALD Member plus an "administrative percentage" of that cost for recovery of handling and administrative costs only. The "administrative percentage" should reflect an amount ordinarily used by members of the lighting design profession currently practicing in the same geographical area and under similar circumstances. The "administrative percentage" shall be negotiated as part of the Client/Designer Agreement and shall be clearly identified in the Client/Designer Agreement.

***Commentary:** The intent is to allow IALD members to incur expenses for the convenience of their clients as needed, and to be reimbursed for those expenses, but without profit to the IALD member. "Administrative percentage" is not a form of compensation for services rendered, which is*

subject to the terms set forth in Articles 2.02 and 2.05 above.

2.07 Royalty: An agreed portion of the income recovered by others from an IALD Member's work or design paid to the IALD Member.

Article III. General Obligations

3.01 The Code of Ethics is a statement of ethical practice having broad applicability to professional persons. The Code of Ethics shall extend beyond the act of committing a violation to include attempts at a violation or aiding and abetting others in a violation. Deviation from the Code of Ethics shall be subject to discipline in proportion to the seriousness of the violation as described in the Member Complaint Procedure Guidelines and the By-Laws.

3.02 In practicing Lighting Design, IALD Members shall practice within a standard of reasonable care in a manner showing a consistent pattern with that degree of care and skill ordinarily exercised by members of the lighting design profession currently practicing under similar circumstances.

***Commentary:** The intent of this rule is to allow discipline of an IALD Member who does not meet a consistent pattern of the common law standard of competence. This rule is not intended to provide a platform for minor complaints. The degree and frequency of the infraction should be considered. Infrequent minor lapses within a "standard of reasonable care" would not provide the basis for discipline.*

3.03 IALD Members shall not discriminate in their professional activities based upon race, religion, gender, national origin, age, disability, or sexual orientation.

3.04 IALD Members shall not engage in practice or activities that shall be considered a Conflict of Interest.

***Commentary:** See Paragraphs 2.02 and 5.02 for further clarification related to Conflict of Interest.*

3.05 IALD Members shall not endorse product, services or individuals for compensation of any kind.

Article IV. Obligations to the Public

4.01 IALD Members shall not, in the conduct of their professional practice, knowingly violate the law.

Commentary: *A knowing violation by an IALD member, in the conduct of his/her professional practice, of any applicable local, regional, national or international law is the basis for discipline under this rule. Copyright laws in the Country having jurisdiction which prohibit copying work without the permission of the copyright owner are included under this rule. Discipline under this rule must be based upon an independent finding of a violation of the law by a court, or administrative or regulatory body.*

4.02 IALD Members shall not accept fees, commissions, or any other consideration of value from anyone attempting to compromise the IALD Member's professional judgement or in return for specifying a particular lighting or lighting-related product for a specific project, except from clients or employers for whom services are being performed.

Commentary: *The rule is intended to ensure that the professional judgement and influence of a member is not "tainted". The acceptance of commissions, kickbacks, mark up and profit from the sale of equipment or goods, or general financial compensation outside of the normal standards of independent practice for specifying a particular product is considered a conflict of interest.*

4.03 IALD Members shall not contribute or promise to contribute, either directly or indirectly, any compensation or other consideration of value in return for retaining present work or employment, obtaining future work or employment, or rewarding anyone for the award of past work or employment.

Commentary: *The rule is intended to prohibit offering remuneration above and beyond competitive professional services fees in order to obtain work.*

4.04 IALD members shall not indulge in misleading or false publicity.

4.05 IALD Members shall not, in the conduct of their professional practice, aid or abet others that the IALD Member knows is acting in a fraudulent or illegal manner.

Article V. Obligations to the Client or Employer

- 5.01** IALD Members shall perform services only in the areas of their competence. IALD Members must be qualified to perform the work by education, training, or experience in the specific technical areas involved.

Commentary: *The intent of this rule is to ensure that IALD Members do not take work that is beyond their professional expertise. That expertise can be gained through direct experience with projects of a similar type, through a body of work and experience, through additional education, training, or by retention of sub-consultants with the necessary expertise.*

- 5.02** Should an IALD Member become aware, during the course of working on a project, of a decision taken by others that may adversely affect the safety of the public, the IALD Member shall refuse to consent to the decision and report said decision to the Client.

Commentary: *This rule is intended to apply to violations that may adversely affect the public safety.*

- 5.03** IALD Members shall disclose in writing all known or potential appearance of conflicts of interest to their clients and employers by promptly informing them of any business association, interest or other circumstances which could influence or appear to influence their judgement in the performance of services.

Commentary: *The intent of this rule is to ensure that no appearance of conflict of interest might be unknown to the client. It is also intended to cover the full range of situations that may present an IALD Member with the appearance of a conflict between his or her interests or responsibilities and the interests of others. An appearance of conflict of interest that might be removed through complete disclosure may include but not necessarily be limited to serving on marketing planning panels, stock or ownership in lighting services or manufacturing companies, or business related social engagements. It is recommended that the IALD Member inform the client and any other affected parties of such appearances of conflicts of interest. If possible, the IALD member should attempt to obtain a written response in return consenting to and acknowledging the appearance of potential conflicts of interest.*

5.04 IALD Member's contracts with clients shall clearly state the Scope of Work and the nature of the project, the method of compensation and the agreed upon compensation.

Commentary: *The agreed upon compensation need not always be a fixed amount. Some compensation may be billed hourly with "no maximum" as long as the client is informed.*

5.05 IALD Members shall act in a fair and impartial manner when balancing the conflicting interests of clients and other members of the design and construction team.

5.06 IALD Members shall be candid and truthful in all professional communications.

5.07 A member shall preserve the confidences of the member's client or employer, except as otherwise allowed by this code or required by applicable law.

Article VI. Obligations to the Profession

6.01 IALD Members shall seek to continually strive to improve their professional knowledge and skill.

6.02 IALD Members issuing public statements in their professional capacity shall do so in a truthful manner.

6.03 IALD Members shall not intentionally damage the professional reputation or practice of others.

6.04 IALD Members shall not misrepresent their professional qualifications, experience or performance. Representation in any form of professional qualifications, experience or performance shall accurately state the scope and nature of responsibilities when claiming credit and shall not attempt to falsely enhance qualifications and claimed work.

Commentary: *The intent of this rule is to prevent IALD Members from claiming or implying credit for work which they did not do or misleading*

others. Refer to the "Ethics Committee Guideline for Project Credit" for further elaboration on this topic.

Article VII. Obligations to Colleagues

7.01 IALD Members shall give credit where credit is due and, where applicable, shall recognize the professional contributions of their current and past employees, employers, professional colleagues and business associates.

Commentary: Refer to the "Ethics Committee Guideline for Project Credit" for further elaboration on this topic.

7.02 IALD Members shall not interfere with the performance of another lighting designer's contractual or professional relationship with a client.

7.03 IALD Members shall not directly solicit work for peer review of another lighting designer's work. Should an IALD Member be contacted to provide peer review services that member shall immediately notify the designer to be reviewed in writing that such services have been requested. IALD Members shall conduct peer review services in an impartial and respectful manner.

7.04 An IALD member shall not knowingly offer his or her services on a particular project if another designer remains under contract. Should an IALD Member be approached to provide services on a project, all due diligence must be made to ensure that no other designer is under contract.

7.05 An IALD Member shall not attempt to obtain, offer to undertake or accept a commission for which the member knows another qualified individual or firm has been selected or employed until the member has written evidence that the selection, employment or agreement of the other individual or firm has been terminated.

(a) IALD Members may, given written mutual consent of all involved parties, provide services where another lighting designer is under contract.

7.06 IALD Members leaving a firm shall not, without the permission of their employer or partner, take designs, drawings, data, reports, notes, photographs, presentation and marketing materials, or other materials

relating to the firm's work, whether or not performed by the IALD Member.

7.07 An IALD Member shall not unreasonably withhold permission from a departing employee or partner to take copies of designs, drawings, data, reports, notes, or other materials relating to work performed by the employee or partner that are not confidential and that would not violate applicable copyright laws.

Commentary: *An IALD Member may impose reasonable recovery of costs associated with copying and the like upon the departing employee. Employees should be aware that Employers may hold copyright to materials.*

Article VIII. Enforcement

8.01 The Board of Directors of the International Association of Lighting Designers, or the Ethics Committee as its delegated authority, shall have the sole power of interpreting the Code of Ethics, and its decisions shall be final, subject to the provisions of the By-laws of the IALD and the Member Complaint Procedure Guidelines.