

Paying Attention to the Details (Case 1017)

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The Case:

Bert Bowser is a real "go-getter" engineer. He is known throughout the engineering community for his ability to get a job done on time and within budget. He has a Masters degree in civil engineering, has been in practice for 15 years and is a registered professional engineer in the state in which he works. In fact, Bert's reputation recently convinced a much larger engineering firm (Far Horizons Engineering) to offer him a sizeable promotion to go to work for them. After considerable thought, Bert accepted the offer and changed jobs. The parting between Bert and the old firm (County Line Design) was amiable since Bert's former employers understood the unique opportunity being offered to Bert, even though they preferred he stay with them.

Bert began his new job with gusto and quickly became deeply involved with his assigned projects. He was amazed at the work volume in his new company. After working in the new job for about a month, Bert reviewed a set of 'in-house' prepared drawings. As he reviewed the detail sheets he noticed something very familiar. He realized that these details were an exact copy of a set that he and two other engineers labored over in his previous job at County Line Design.

Bert is aware that the technology used for structural connections was the industry standard, but the manner of presentation was distinctive and clearly the work of his former company. Bert called Far Horizons head draftsman and asked who drew the detail sheets. The drafter stated that he wasn't sure who first drew the details, but the originals probably came either from in-house work or from a sub-contractor who had been paid for the effort. As for this particular set of drawings, the detail sheets were simply inserted from the company's database of CADD drawing details and the name of the project added in the title blocks of each sheet, along with Far Horizons name and logo.

Bert remembered that his old firm, County Line Design, had once been a sub-contractor for his present employer. However, he is sure that his previous firm had not given permission for "carte blanche" use of pieces of those previous drawings for other unrelated projects.

What, if anything, should Bert do at this point?

Alternate Approaches and Survey Results for “Paying Attention to the Details” (Case 1017)

1. He should feel proud that Far Horizons thought so much of his previous work that they have incorporated the design details into their own standard contract sheets.
Percentage of votes agreeing: 0%
2. Bert Bowser should realize that he has an outstanding job, and just forget about the possible infringement on some other firm's work.
Percentage of votes agreeing: 0%
3. What's the problem? Bert is being too sensitive and naïve. Good details are copied all the time from one firm to another, as are sections of construction specifications.
Percentage of votes agreeing: 4%
4. Since the information shown on the detail sheets is all standard practice, getting upset because the format is the same as that developed while Bert was at County Line Design is meaningless and counterproductive.
Percentage of votes agreeing: 3%
5. There is no problem here. If Bert were to put together a new set of detail sheets for use as Far Horizons standards, he would end up with the same thing they already have and are using.
Percentage of votes agreeing: 0%
6. This is nothing to be concerned about. Far Horizons paid County Line for the detail sheets as part of their subcontract with County Line on a former project. There is no ethical dilemma here.
Percentage of votes agreeing: 1%
7. He should point out to his present company that using the detail sheets as part of their own 'boiler plate' negates any legal liability County Line Design had if there are errors in the details. This now becomes the legal responsibility of his present company.
Percentage of votes agreeing: 6%
8. He should immediately make a telephone call to his former boss at County Line Design to tell her what he has discovered, and let them take whatever action they deem advisable.
Percentage of votes agreeing: 0%
9. He should go to County Line Design, tell them what he has uncovered, and ask for his former job back.
Percentage of votes agreeing: 0%

10. He should discuss the issue with his present boss, agree to keep silent about the use of these detail sheets as Far Horizons standards (after all, Far Horizons paid for their development in connection with a former project), and negotiate a raise now and a promotion in the future.
Percentage of votes agreeing: 0%
11. He should discuss this discovery with his new boss at Far Horizons, expressing his concerns about the origin and ownership of these detail sheets, and that using them as Far Horizons standards may be illegal, depending on the terms of the contract under which they were developed regarding ownership of documents. He should ask for an explanation of the firm's view of his concerns and how Far Horizons intends to approach handling the matter. He should also follow up on his request to confirm that the matter has been addressed by Far Horizons.
Percentage of votes agreeing: 52%
12. Bert should recommend to his boss at Far Horizons that he go back to County Line to negotiate a written agreement which permits Far Horizons to use the detail sheets as part of their standard design contract package.
Percentage of votes agreeing: 6%
13. If Bert's new boss is not a principal in the firm, he should give a 'bare bones' description of the perceived problem to his boss, then request that a principal in the firm be brought in to discuss the matter as well. Perhaps the level of communication between the Far Horizons principal and her counterpart at County Line Design is sufficiently amicable, they may be able to work out a cooperative agreement over the telephone for use of the detail sheets. In so doing, it will be necessary for Far Horizons to admit they have been unknowingly using the County Line details for a number of projects.
Percentage of votes agreeing: 14%
14. Bert should push to have the matter clarified and cleared up between the two companies so that County Line Design does not come across these detail sheets later on and think that Bert stole the sheets when he switched jobs!
Percentage of votes agreeing: 10%
15. What an underhanded move by Far Horizons! Were they such an inferior engineering company before Bert arrived that they have to rely on work done by another firm for use as Far Horizons standards? He should keep his mouth shut (no one likes a tattletale, and consulting engineering is a small community), but start looking for a position with another company, perhaps out of the area so this problem does not continue to haunt him.
Percentage of votes agreeing: 0%

16. Bert should send a copy of the detail sheets to the State Board of Registration for Professional Engineers and suggest they look into the matter as a possible breach of professional ethics.
Percentage of votes agreeing: 3%
17. Bert should seek the advice of a private lawyer.
Percentage of votes agreeing: 1%

Forum Comments from Respondents

1. Thank you for bringing this up. Actually this happens all over the country, particularly with structural standard details. Civil and highway engineering clients are more localized and favor local details...they will even give you those details!! However, it does not greatly concern me if folks copy our details. Most of the details are the same details that were used for decades previously. I have looked at old plans and old books, and details change only to the degree that equipment or materials change.
2. Bert should go to his new boss and inform her of the situation, and that if he is correct about the source of the drawings he will go to his previous employer with the information. His previous employer will likely take legal action for fraudulent use of their intellectual property and bring this to the state Board of Registration for their consideration.
3. Like it or not, I suspect that in a way this sort of plagiarism has been going on for thousands of years. Craftsmen copied the work of other craftsmen when they had a good idea and the ones whose work was copied took solace in the fact that "plagiarism is the highest form of compliment", I suppose. Today it's first to market that matters in the marketplace and the real innovators are usually there first.
4. The real issue here is ownership of the detail documents. If the previous contract between Far Horizons and County Line included specific language indicating that ownership of the work documents (e.g., design details) developed by Far Horizons in the conduct of the contract remained the property of Far Horizons, then County Line is clearly involved, no matter how unwitting, in an illegal action and it is imperative that a reasonable solution between the two firms be reached in an amicable manner. If, however, there was no statement of proprietary rights in the contract regarding the documents developed for the previous project, it is unlikely that the cost and effort involved in proving the design details were the exclusive intellectual property of Far Horizons would be worth the small financial return to be realized, if any, by pursuing the issue through legal channels. Again, all the more reason to come to some sort of amicable agreement between the two firms regarding the use of the details.