



USPAP Q&A

Vol. 9, No. 9

September 2007

The Appraisal Standards Board (ASB) of The Appraisal Foundation develops, interprets, and amends the Uniform Standards of Professional Appraisal Practice (USPAP) on behalf of appraisers and users of appraisal services. The USPAP Q&A is a form of guidance issued by the ASB to respond to questions raised by appraisers, enforcement officials, users of appraisal services and the public to illustrate the applicability of USPAP in specific situations and to offer advice from the ASB for the resolution of appraisal issues and problems. The USPAP Q&A may not represent the only possible solution to the issues discussed nor may the advice provided be applied equally to seemingly similar situations. USPAP Q&A does not establish new standards or interpret existing standards. USPAP Q&A is not part of USPAP and is approved by the ASB without public exposure and comment.

Note: The first USPAP Q&A appears in the 2006 USPAP Frequently Asked Questions. It has been reprinted here because it is relevant to the new questions that follow.

Signature Authorization

Question:

Can I authorize someone else to sign an appraisal report for me, using my signature? If so, could you identify what steps I must take to do this correctly?

Response:

USPAP does not specifically state that the appraiser can only personally sign a report. It does state, in the definition of signature, that the signature be “*personalized evidence indicating authentication*” and requires the appraiser to have “*sole personal control of affixing the signature.*”

Standard Rule 2-3 states: *Each written real property appraisal report must contain a signed certification...*

In the DEFINITIONS section, a “Signature” is defined as:

personalized evidence indicating authentication of the work performed by the appraiser and the acceptance of the responsibility for content, analyses, and the conclusions in the report.

Comment: A signature can be represented by a handwritten mark, a digitized image controlled by a personal identification number, or other media, where the appraiser has sole personal control of affixing the signature.

Unless specifically contrary to the law of a particular jurisdiction, USPAP allows another person to sign for an appraiser, as long as it is with the appraiser's specific authorization and is clear. One solution would be for that other person to sign the appraiser's name and then write their own initials along side the signature, preceded by the word "by" (for example, "by sbk").

Authentication of an Appraiser's Digital Signature

Question:

Is an appraiser required to use software or other means that allows for the user to authenticate or verify the validity of the appraiser's digital signature?

Response:

No. However, appraisers are required to maintain sole personal control of affixing the signature. Once the report has been completed, the appraiser is not required by USPAP to have a process to authenticate or verify the validity of the appraiser's signature. This applies to both handwritten and digital signatures.

Approving the Use of Your Digital Signature

Question:

I am in a situation where I need to authorize someone to apply my digital signature for me. This would require me to reveal my current Personal Identification Number (PIN) or password to that person. If I approve this use of my digital signature have I given up "sole personal control?"

Response:

No. Such action does not constitute a relinquishment of your digital signature or personal control, and is not a violation of USPAP.

Providing Signature to Create a Signature File

Question:

I am a residential appraiser and I use software to generate my appraisal reports. The software company requires me to provide a copy of my signature to create an electronic signature file for use with the software. Under USPAP does this represent giving up "sole personal control" of my signature and violate USPAP?

Response:

No. This situation is analogous to providing a copy of your signature to a rubber stamp company for purposes of creating a signature stamp. Common business agreements in these situations limit use of the signature to creating the signature image. In providing a signature to a software company or rubber stamp company, the appraiser is not authorizing use of the signature.

Losing Control of a Digital Signature**Question:**

If my digital signature is stolen, am I in violation of USPAP for failing to have “sole personal control” of my signature?

Response:

No. Unauthorized use of the appraiser’s signature is not a violation of USPAP. If the appraiser’s digital signature is stolen, the appraiser is the victim of a crime. Any use of the signature is not authorized and beyond the appraiser’s control.

This is analogous to a party who uses an appraiser’s rubber signature stamp without permission from the appraiser, or a party who simply puts pen and ink to paper and forges an appraiser’s signature. In these cases the appraiser did not give permission to use his or her signature.

Client Altering the Report**Question:**

When I transmit my residential form report electronically I have heard that some of my clients are opening the appraisal file and removing my signature file, reformatting the data, and in other ways altering my appraisal report for the client’s use. What are my responsibilities under USPAP if I know or believe such actions are occurring after my report is delivered to the client?

Response:

USPAP does not specifically address who “owns” an appraisal report, the research necessary to produce that report or the report’s supporting documentation. Once an appraisal report is delivered to a client, a client may do a variety of things, including redacting or removing the appraiser’s signature, or converting data from the report into a format more functional to the client, etc. Once the appraisal report has been transmitted to the client, USPAP does not place further responsibility on the appraiser for the client’s use of that report.

The USPAP Q&A is posted each month on The Appraisal Foundation website (www.appraisalfoundation.org). The ASB compiles the monthly USPAP Q&A into the USPAP Frequently Asked Questions (USPAP FAQ) for publication with each edition of USPAP. In addition to incorporating the most recent questions and responses issued by the ASB, the USPAP FAQ is reviewed and updated to ensure that it represents the most recent guidance from the ASB. The USPAP Frequently Asked Questions can be purchased (along with USPAP and USPAP Advisory Opinions) by visiting the "Foundation Store" page on The Appraisal Foundation website (<https://commerce.appraisalfoundation.org>).

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