

(C) SIA CODE OF PROFESSIONAL CONDUCT AND ETHICS

1.0 OBJECT

Members of the Singapore Institute of Architects are required to uphold the highest standards of professionalism and integrity. Members are expected to exercise a reasonable care and competence in the application of the knowledge and skill normally expected of an architect of good standing.

The Object of this Code is to uphold the standard of professional conduct of members of the Singapore Institute of Architects in the execution of their professional duties in the interest of the public.

2.0 DEFINITION

means the Architects Act (Cap. 12) as amended or re-enacted from time to time

“Act”

means the Architects Regional Council Asia

“ARCASIA”

Includes

“Associate Member”

(i) the persons who are Associate Members of the Institute as at 28th February 1984

(ii) the persons who are not registered and not qualified to be registered within the provisions of the Act but who have been engaged in architectural work for not less than 5 years under supervision of an architect with a practising certificate in Singapore and who graduates with degrees acceptable to the Council

(iii) the persons who are voting members of organisations which are members of ARCASIA or UIA

(iv) the persons who have undergone and completed a course of education in architecture in Schools or Universities accepted by the Board of Architects of Singapore

Include any Government Department, local authority, statutory board, corporation or any society, firm or company

“Body Corporate or incorporate”

means a person or entity which engages in development as a contractor or developer whether licensed or otherwise acting independently or in association or partnership with others.

“Builder”

means person or body corporate or incorporate with whom the member has an agreement or contract for the provision of services

“Client”

means the Companies Act (Cap. 50) or any amendment or re-enactment from time to time

“Companies Act”

means a person or entity which undertakes the performance of works and/or the supply of goods.

“Contractor”

means a person who:

“Corporate Member”

- (i) was a Member of the Institute as at 28th February 1984, or
- (ii) is registered within the provisions of the Act and who elects to be member and is accepted.

means the Council of the Institute

“Council”

means a corporate member accepted by the Institute to be a Fellow Member of the Institute

“Fellow Member”

means a housing developer as defined in the Housing Developers (Licensing and Control) Act Cap. 130 or any amendment or re-enactment thereof from time to time

“Housing Developer”

means any person elected by the Council on his knowledge of architecture, law, education or kindred arts or sciences on account of services rendered by him in the interest of architectural profession and where same has not been removed from the Roll of Honorary Members by the Council under the By-Laws of the Institute

“Honorary Member”

means the Singapore Institute of Architects

“Institute”

means a corporation or partnership which has in force a licence under the Act

“Licensed Corporation”

means a Corporate Member or a Fellow Member of the Institute – whose registration has not been cancelled or who has not been suspended from practice under the provisions of the Act.

“Member”

means any form of advertisement and includes any advertisement

“Publicity”

- (i) printed in any medium for the communication of information
- (ii) Appearing in, communicated through or retrievable from any mass medium, electronic or otherwise, or
- (iii) Contained in any medium for communication produced by architects or for their use and its derivatives and “publicise”, “published” and “publicising” shall be construed accordingly.

means a Fellow or Corporate Member who is no longer in active practice as an architect subject to the restrictions set out in the By-laws of the Institute

“Retired Member”

means a person who is engaged in the study or a course in architecture in a School acceptable to the Council

“Student Member”

means the International Union of Architects

“UIA”

3.0 PROFESSIONAL RESPONSIBILITY

3.1 A Member shall discharge his responsibilities faithfully to his client. To uphold this principle a Member undertakes

- (i) at all times to apply the conditions of a contract with entire fairness between his client and any contractor and in an impartial manner.
- (ii) to invite tenders or otherwise provide fair and competitive procurement procedures unless otherwise directed by his client
- (iii) not to unreasonably withhold from his client all relevant information prepared on behalf of the client on payment of such charges as may be reasonable or as agreed with the client

3.2 A Member shall not sign any drawings, plans or specifications which had not been prepared by him or under his supervision unless he had scrutinised or checked such drawings, plans or specifications.

4.0 REMUNERATION

4.1 A Member shall be remunerated in respect of architectural services rendered by:

- (i) fees agreed by his client, or
- (ii) salary payable by his employer

5.0 DISCOUNTS AND COMMISSION

5.1 A member shall not accept and or give any

- (i) discount, gift, commission or other payment or consideration in respect of architectural services rendered by him
- (ii) payment from a contractor without the consent of his client

Provided that sub-clause (ii) shall not apply to a design and build contract hereinafter defined.

5.2 A member is not precluded from receiving remuneration or dividends for his services as a director or shareholder of a licensed corporation.

6.0 PUBLICITY

6.1 A Member may subject to this paragraph publicise his practice or allow his employees or agents to do so provided such

- (i) member shall not publicise his practice in a manner that will derogate from the dignity, standing and reputation of the profession.
- (ii) member shall not publicise his practice in a manner that is

- (a) likely to diminish public confidence in the profession or bring the profession into disrepute
- (b) Calculated to deceive, mislead or furnish information which if false would be unbecoming of the dignity of the profession, or
- (c) Undesirable in the interest of the profession as the Institute may from time to time determine.

and for the purpose of the above publicity shall be regarded as deceptive, misleading, inaccurate or false if it

- (d) contains material misrepresentation, or
- (e) omits material facts, or
- (f) contains unverified information, or
- (g) contains representations that cannot be reasonably achieved by a Member

(iii) Member shall ensure that

- (a) all claims to expertise or specialisation can be justified as set out in 7.0 Expertise and Specialisation below.
- (b) no comparisons of the fees or architectural services rendered by other Members
- (c) no references are made to any building project other than those where he had rendered architectural services provided this does not involve a breach of confidentiality he owes to his client or former client
- (d) he gives due credit to the work of other Member(s) or Architectural Consultants who are involved in the project undertaken by him.

(iv) Member may in the interest of the promotion of architecture or the profession:

- (a) participate in any forum, seminar or conference and be interviewed by the press or media
- (b) contribute articles for inclusion in any publication or journal on matters of architectural interest.

- (c) receive remuneration or honorarium for papers delivered at any such forum, seminar or conference.
 - (d) receive remuneration for contribution to the publication of any book or literature
 - (e) attend and participate in any function or ceremony held in connection with any building project.
- (v) A Member shall not release or furnish any information in relation to the supply of architectural services at any forum, seminar or conference or in any publication that are not truthful and accurate.
 - (vi) A Member may publish or consent to the publication of
 - (a) any illustration or description of his work signed by him to be published in the press or media
 - (b) a series of illustrations in the form of any media with or without descriptive letterpress of his work except that he shall directly or indirectly solicit any advertisement on any of the publications.
 - (vii) A member may sign on buildings provided this is not done in a manner that is ostentatious.
 - (viii) A Member may exhibit his name outside his office or on a building (which is being constructed, altered or extended) provided it is not displayed in a manner that is ostentatious.

7.0 EXPERTISE AND SPECIALISATION

7.1 A Member may justify that he possesses expertise or specialisation on account of the following:

- (i) academic or professional qualifications
- (ii) experience in rendering architectural services of a particular design or complexity
- (iii) the special resources available to him, and
- (iv) such other factors as the Institute may from time to time determine.

8.0 TOUTING

- 8.1 A Member shall not tout for business or do anything which is likely to lead to the reasonable inference that it is done for the purpose of touting including offering services and designs free of charge
- 8.2 A Member shall not accept any work which involves the giving or receiving of discounts, commissions or other consideration as an inducement for the introduction of clients.

9.0 COMPETITIONS AND PROHIBITION OF FREE WORK

Competitions

- 9.1 A Member shall not take part in any architectural competition when
- (i) the Institute had issued a notice or warning to Members against taking part in such competitions; or
 - (ii) the competitions (whether private or open) are in breach of, or inconsistent with, any of the Rules or guidelines issued by the Institute; or
 - (iii) the Institute so determines.
- 9.2 A Member who has been invited to any competition in breach of 9.1(ii) shall inform the Institute as soon as reasonably possible.
- 9.3 A Member who is an advisor or an assessor or judge in any architectural competition shall not act as an architect in any matter connected with a project which has been the subject of such competition.
- 9.4 The word “competition” in this context shall mean any situation where two or more Members compete for (i) the appointment to provide architectural services and/or (ii) the award of winner status.
- 9.5 The term “architectural competition” shall include all modes of competition, including (but not limited to) those under a competitive bid or pitch (or howsoever called):
- (i) where the architectural design proposal is prepared by another member of the architect’s multi-disciplinary team (albeit under the architect’s direction, and irrespective of contractual arrangements for appointment);

- (ii) for a design-and-build kind of procurement;
- (iii) involving early contractor involvement.

9.6 The Institute shall make such Rules or provide such guidelines in regard to competitions as it may from time to time see fit.

Prohibition of Free Work

9.7 No Member shall supply architectural services, including design ideas, concepts, sketches and the like, without receiving *consideration* that is commensurate to the reasonable monetary value of the professional skill rendered and liability faced.

9.8 *Consideration* for supply of architectural services, including architectural design, may be in the form of:

- (i) monetary payment; or
- (ii) in-kind (of equivalent monetary value); or
- (iii) *pro bono*, but only in cases of work for charities or non-commercial not-for-profit organisations and only to the extent equivalent to a donation.

10.0 RELATIONSHIP WITH OTHER MEMBERS

10.1 A Member shall

- (i) act honourably towards other members
- (ii) not supplant or attempt to supplant other architects including architects within his own firm
- (iii) not compete with another member by reduction of his fees or by offering other inducement
- (iv) not accept a commission or render architectural services in place of another member unless
 - (a) he establishes in writing with the previous architect that such members' services had been terminated and all fees paid to such member by the client, or
 - (b) security by way of bankers' guarantee for such outstanding fees payable to such member had been furnished by the client.

- (v) not submit a fee tender for architectural works in any form in response to any notice, circular or advertisement (appearing in the media or internet to electronic transmission) inviting submission of architectural fee proposals.

11.0 ENGAGING IN TRADE OR BUSINESS

11.1 A member shall not while carrying on the practice of architecture engage in any trade or business which

- (i) would be inconsistent with the proper discharge of his professional duties
- (ii) would raise doubts as to his honesty or professional integrity
- (iii) would raise doubts as to his ability to render his services according to law

except as hereinafter set out.

11.2 A Member shall not

- (i) have any interest in any business as a builder, manufacturer or dealer in materials or components to be used in any project or architectural services to that project or
- (ii) hold any position where his interest would be in conflict with his professional duty to his client

except in the cases set out below:

- (iii) the client after being appraised in writing of any conflict set out in (a) and (b) under this sub-clause agrees in writing to employ the member for his services notwithstanding such conflict
- (iv) the Member is engaged in a design and build partnership, contract or joint venture with
 - (a) a contractor/sub-contractor
 - (b) a builder
 - (c) a housing developer
 - (d) a licensed corporation

(e) a consortium of one or more of the above

11.3 For the purposes of sub-clause 2 above the words “design and build” shall mean a contract where the Architect is engaged/employed directly by the contractor or builder.