

*Jud Comm*

**Confidential**

# The American Institute of Architects

The Octagon House, Washington, D. C.



## Findings of the Judiciary Committee Decisions of the Board of Directors

*Transmitted herewith to Members as required by the Judiciary Rules of the Institute.*

### NOTICE

*August 1, 1922.*

*To the Members of the American Institute of Architects:*

The "Rules for the Guidance of the Committee on Practice and the Judiciary Committee of the Board of Directors" require that "the action taken by the Board of Directors whether for or against the accused shall be determined by the Board of Directors, who in their discretion may also direct the sending of the findings of the Judiciary Committee to each Member."

At the June, 1922, meeting of the Board, the Judiciary Committee reported that it had examined charges of unprofessional conduct against the Institute members named herein, and that its findings were as stated below. These findings (in small type) and the action of the Board of Directors thereon are hereby transmitted in accordance with the Rules above mentioned.

WILLIAM STANLEY PARKER, *Secretary.*

#### **Unprofessional Conduct in Accepting a Commission for a Project approved by a Fine Arts Commission of which the Accused was a Member—Suspension of A. F. Rosenheim for a period of One Year.**

The Judiciary Committee has completed its investigation and deliberations of the case filed by the Southern California Chapter of the American Institute of Architects against Mr. A. F. Rosenheim, member of the same Chapter. The case being forwarded to the Judiciary Committee from the Committee on Practice as follows:

"The Committee on Practice finds a prima facie case of unprofessional conduct to exist against Mr. A. F. Rosenheim, F. A. I. A. member of said Chapter, specifically, in that his action while a City Official as Secretary of the Municipal Art Commission, as set forth in paragraphs 5-6-7-8 and 9 of the above mentioned privileged communications were in direct violation of the law."

The report of the Committee on Practice, on the case of the Southern California Chapter vs. A. F. Rosenheim, reports a prima facie case, but neglects to make reference to the Code, Canon, By-laws or other rules or principles of the Institute claimed to be violated, as directed by the rules governing the report of the Committee on Practice; reference, however, is made to paragraphs 5-6-7-8 and 9 in the privileged com-

munication which covers the intent and spirit of the Committee rules. This omission is, however, supplied by the Judiciary Committee through authorization by the Chairman of the Committee on Practice. The revised charges are as follows:

#### *Southern California Chapter vs. Mr. A. F. Rosenheim.*

A prima facie case of unprofessional conduct exists against Mr. A. F. Rosenheim, F. A. I. A. member of said Chapter, inasmuch as he has violated the aim of the Institute, as set forth in the opening statement of the Circular of Advice relative to the "Principles of Professional Practice."

"The American Institute of Architects, seeking to maintain a high standard of practice and conduct on the part of its members as a safeguard of the important financial, technical and esthetic interests entrusted to them, offers the following advice relative to professional practice:

"The profession of architecture calls for men of the highest integrity, business capacity and artistic ability. The architect is entrusted with financial undertakings in which his honesty of purpose must be above suspicion; he acts as professional adviser to his client and his advice must be absolutely disinterested; he is charged with the exercise of judicial functions as between client and contractors and must act with entire

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Participation in an Unauthorized Competition—Suspension of Constantine Schubert for a period of Six Months.

The Judiciary Committee has completed its investigation and deliberation of the case filed by the Philadelphia Chapter of the American Institute of Architects against Mr. Constantine Schubert, member of the same Chapter. The case being forwarded to the Judiciary Committee from the Committee on Practice as follows:

"The Committee on Practice finds a prima facie case of unprofessional conduct to exist against Mr. Constantine Schubert, inasmuch as he violated Article Number Four, of the Canon of Ethics, of the American Institute of Architects."

*Statement of Case.*

The Judiciary Committee has considered the evidence submitted by the Committee on Practice and subsequent communications received from Mr. Schubert.

It is charged that in February and March 1921, Mr. Constantine Schubert took part in a competition for the Reading High School, in Reading, Pennsylvania, which had not been approved by the Institute, by submitting sketches and appearing before the School Board at a special meeting held for the purpose of hearing individual architects, all as set forth in the advertisement calling for such sketches and such personal appearance in one of the Reading papers.

*Facts of the Case.*

The Board of the Junior High School at Reading, Pa., issued an invitation to architects to submit preliminary sketches for the proposed buildings, drawings to be delivered upon February 28, 1921.

November 2, 1920.

The firm of Lowinson & Schubert of which Mr. Schubert is a member had interviewed the Board at various times previously to the announcement of the invitation, and had submitted to the Board on November 2, 1920, sketches covering their work with an estimate of probable costs, and asked for a hearing before the School Board. Several weeks later Mr. Schubert learned that there was to be a competition for this work.

March 9, 1921.

Letter from Secretary of the Board to Lowinson & Schubert. "The School Director will hear architects in reference to proposed Junior High School, Saturday March 12th, we would be pleased to have you present at 1:30 P. M."

March 12th.

Mr. Lowinson was present at the Board meeting in Reading, March 12th, 1921, representing the firm in a talk with the Board on the subject of their proposition.

The charges seem to be substantiated by an affidavit, dated May 10th, 1921, made by William Diener, one of the members of the School Board, which certifies that said Constantine Schubert took part in the recent competition for the Junior High School in Reading, and that he presented sketches in conformity with the request of the School Board, and that the same received consideration.

*Consideration of the Case and the Recommendation to the Board of Directors of the American Institute of Architects by the Judiciary Committee.*

The Judiciary Committee is of the opinion that Mr. Schubert did participate in an unauthorized competition.

The fact that the drawings submitted by Lowinson & Schubert had been made and presented to the Board previous to the issuance by the Board of a general invitation to Architects to submit plans cannot be held to free Mr. Schubert from participating in the competition.

Mr. Schubert was aware of the issuance of this invitation and could have, if he had so chosen, withdrawn his sketches at that time, thereby upholding and complying with the ethics of the Institute. The drawings, however, were left by Mr. Schubert to be considered by the School Board at the time that drawings submitted by other Architects for the same project were to be considered.

The acceptance of an invitation at a specific date and the appearance of a member of the firm before the Board to talk on the subject of their proposition is held by your Committee to again indicate the willingness of the firm to have their drawings receive every opportunity of favorable consideration by the Board at the time of the competition.

The Judiciary Committee, therefore, recommends to the Board of Directors of the American Institute of Architects, that Mr. Constantine Schubert, being guilty of violating Article Four, of the Canon of Ethics, be suspended from the the Institute for the period of six months.

*Action of the Board:* At the June 6, 1922, meeting of the Board it was

*Resolved,* that the report of the Judiciary Committee be received, and that the recommendation of the Judiciary Committee that Mr. Schubert be suspended for six months be adopted.

# ETHICAL DOCUMENTS

OF

The American Institute of Architects



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*For the convenience of A. I. A. members the Ethical Documents of the Institute,  
in current form, are distributed under a single cover.*

*This supersedes the 1921 edition*

to press his claim; nor should he attempt to supplant a fellow architect after definite steps have been taken toward his employment.

When an architect is asked to make alterations of, or additions to a building designed by another, he should bear in mind the artistic rights of the author. When practicable the new design should be submitted to the original designer as a professional courtesy, which will at least invite an opinion upon the proposed changes.

#### 17. ON DUTIES TO STUDENTS AND DRAUGHTSMEN.

The architect should advise and assist those who intend making architecture their career. If the beginner must get his training solely in the office of an architect, the latter should assist him to the best of his ability by instruction and advice. An architect should urge his draughtsmen to avail themselves of educational opportunities. He should, as far as practicable, give encouragement to all worthy agencies and institutions for architectural education. While a thorough technical preparation is essential for the practice of architecture, architects cannot too strongly insist that it should rest upon a broad foundation of general culture.

#### 18. ON DUTIES TO THE PUBLIC AND TO BUILDING AUTHORITIES.

An architect should be mindful of the public welfare and should participate in those movements for public betterment in which his special training and experience qualify him to act. He should not, even under his client's instructions, engage in or encourage any practices contrary to law or hostile to the public interest; for as he is not obliged to accept a given piece of work, he cannot, by urging that he has but followed his client's instructions, escape the condemnation attaching to his acts. An architect should support all public officials who have charge of building in the rightful performance of their legal duties. He should carefully comply with all building laws and regulations, and if any such appear to him unwise or unfair, he should endeavor to have them altered.

#### 19. ON PROFESSIONAL QUALIFICATIONS.

The public has the right to expect that he who bears the title of architect has the knowledge and ability needed for the proper invention, illustration, and supervision of all building operations which he may undertake. Such qualifications alone justify the assumption of the title of architect.

## The Canons of Ethics

The following Canons are adopted by the American Institute of Architects as a general guide, yet the enumeration of particular duties should not be construed as a denial of the existence of others equally important although not specially mentioned. It should also be noted that the several sections indicate offenses of greatly varying degrees of gravity.

It is unprofessional for an architect—

1. To engage directly or indirectly in any of the building or decorative trades.

2. To guarantee an estimate or contract by bond or otherwise.

3. To accept any commission or substantial service from a contractor or from any interested party other than the owner.

4. To take part in any competition which has not received the approval of the Institute or to continue to act as professional adviser after it has been determined that the program cannot be so drawn as to receive such approval.

5. To attempt in any way, except as a duly authorized competitor, to secure work for which a competition is in progress.

6. To attempt to influence, either directly or indirectly, the award of a competition in which he is a competitor.

7. To accept the commission to do the work for which a competition has been instituted if he has acted in an advisory capacity, either in drawing the program or in making the award.

8. To injure falsely or maliciously, directly or indirectly, the professional reputation, prospects or business of a fellow architect.

9. To undertake a commission while the claim for compensation, or damages, or both, of an architect previously employed and whose employment has been terminated remains unsatisfied, until such claim has been referred to arbitration or issue has been joined at law, or unless the architect previously employed neglects to press his claim.

10. To attempt to supplant a fellow architect after definite steps have been taken toward his employment, *e. g.*, by submitting sketches for a project for which another architect has been authorized to submit sketches.

# Architectural Competitions

A Circular of Advice and  
Information



The American Institute of Architects

Office of the Secretary  
THE OCTAGON HOUSE, WASHINGTON, D. C.  
February, 1915

# The Attitude of the American Institute of Architects to Competitions.

*This Circular furnishes information as to the best methods of conducting architectural competitions and states the conditions which are prerequisite to participation in them by Members of the American Institute of Architects.*

*This Circular does not apply to competitions for work to be erected elsewhere than in the United States, its Territories and possessions.*

Since its foundation, more than fifty years ago, the American Institute of Architects has given much attention to the conduct of architectural competitions. These contests, instituted when the direct selection of an architect could not be made, were for many years conducted without proper regulation and often in disregard of the interests both of the owner and of the competitors. The owner, totally unfamiliar with the intricacies of the subject, assumed, without skilled assistance, to prepare the program, laying down, or more frequently ignoring, rules to govern procedure.

With the growth of the country, the increase in expenditures for public and private buildings, and the increase in the number of architects, all the evils of ill-regulated competitions became more marked. Programs varied from loose and careless forms, difficult to understand and often open to the suspicion that only the initiator knew what they meant, to over-elaborate ones necessitating useless study of details and needless drawings. Those instituting the competition often had no legal authority to pay any competitors, still less to employ the winner. There was great economic waste, the total cost of participation exceeding the total net profit accruing to the profession from work secured through competitions.

Architects have learned that the outcome of a competition, unless governed by well-defined agreements, is largely a matter of chance. The owner has, to be sure, a choice of designs, but he is no more likely to make the wisest selection or to obtain the best building than if he selects his architect directly guided by the results previously achieved by the men he is considering.

When a competition is necessary or desirable it should be of such form as to establish equitable relations between the owner and the competitors.

To insure this:

(1) *The requirements* should be clear and definite, and the statement of them, since it must be in technical terms, should be drawn by one familiar with such terms.

(2) *The competency* of all competing should be assured. The drawings submitted in a com-

petition are evidence, only in part, of the ability of the architect to execute the building. The owner, for his own protection, should admit to the competition only those to whom he would be willing to entrust the work; that is, to men of known honesty and competence.

(3) *The agreement* between the owner and the competitors should be definite, as becomes a plain statement of business relations.

(4) *The judgment* should be based on knowledge, and since ideas presented in the form of drawings are intelligible only to a trained mind, judgment should not be rendered until the owner has received competent technical advice as to the merits of those ideas.

To sum up: To insure the best results a competition should have (1) a clear program, (2) competent competitors, (3) a business agreement, (4) a fair judgment.

Fifteen years ago many competitions had none of these provisions and few had all of them. The commonest form of competition was one that was open to all, had a program prepared by a layman, was judged by the owner without professional assistance, contained no agreement, and made no provision to eliminate the incompetent.

All this demanded correction. The Institute, seeking a means of reform, perceived at once that its relation to the owner could be only an advisory one. It might advise him how to hold a competition, but it could go no further. To architects in general the Institute could scarcely presume to offer even its advice, but being a professional body charged with maintaining ethical standards among its own members, its duty was to see that they did not take part in competitions that fell below a reasonable standard.

It was, therefore, voted in Convention of the Institute that members should be free to take part in competitions only when their terms had received the approval of the Institute. Thereupon the Institute fully stated the principles which should govern competitions and defined the conditions prerequisite to the giving of its approval. These are contained in the Circular of Advice here following, which is intended as a guide to all who are interested in competitions. Committees of

the Institute throughout the Country are authorized to give its approval to competitions when properly conducted, but unless a program has received such approval members of the Institute do not accept a position as competitor or juror, nor does a member continue to act as professional adviser after it becomes evident that the owner will not permit his program to be brought into harmony with the principles approved by the Institute.

The position thus taken by the Institute is by no means an arbitrary one, since it governs the action of none but its own members. To the owner its service has been of great value in giving him information and useful advice and in saving him from the delays, cost and disappointment incident to the amateur conduct of a competition.

## A Circular of Advice and Information Relative to the Conduct of Architectural Competitions.

Competitions are instituted to enable the owner\* to choose an architect through comparison of the designs submitted. The American Institute of Architects, believing that the interests of both owner and competitors are best served by fair and equitable agreements between them, issues this circular as a statement of the principles which should underlie such agreements.

The Institute does not assume to dictate the owner's course in conducting competitions, but aims to assist him by advising the adoption of such methods as experience has proved to be just and wise.

So important, however, does the adoption of such methods appear to architects that members of the Institute do not take part in competitions except under conditions based on this circular and specifically set forth in Articles 16 and 18.

### 1. ON COMPETITIONS IN GENERAL.

A competition exists when two or more architects prepare sketches at the same time for the same project, but no architect who prepares drawings for comparison in problems of an altruistic or educational nature, where the problem does not involve a definite proposed building operation, shall be held as having taken part in a competition, within the meaning of this circular of advice.

### 2. ON THE EMPLOYMENT OF A PROFESSIONAL ADVISER.

No competition shall be instituted without the aid of a competent adviser. He should be an architect of the highest standing and his selection

\* The person, corporation or other entity instituting a competition, whether acting directly or through representatives, is herein called "the owner."

The owner who disregards the standard set by the Institute finds it increasingly difficult to get men of standing in the profession to enter. He who raises his program to that standard has no difficulty in securing the services of architects of the greatest ability.

Even in the few years since the Institute first made its firm stand against the abuses of competitions, the effect of that action has been far greater than could have been foreseen. It has not altogether eliminated ill-regulated competitions, but it has greatly reduced their number, and it is safe to say that no competition of prime importance is now conducted except in accordance with the principles stated in the following "Circular of Advice":

should be the owner's first step. He must be chosen with the greatest care, as the success of the competition will depend largely upon his experience and ability.

The expert's advice is of great value to the owner, for example, in so drawing the program as to safeguard him against the employment of an architect who submits a design largely exceeding in cost of execution the sum at his disposal, and in helping him to avoid the disappointment, embarrassment and litigation which so often result from competitions conducted without expert technical advice.

The duties of the expert are to advise those who hold the competition as to its form and terms, to draw up the program, to advise in choosing the competitors, to answer their questions, and to conduct the competition.

### 3. ON THE FORMS OF COMPETITION.

The following forms of competition are recognized:

*Limited.* In this form, participation is limited to a certain number of architects whose names should be stated in the program and to any one of whom the owner is willing to entrust the work. In a limited competition the competitors may be chosen (a) from among architects whose ability is so evident that no formal inquiry into their qualifications is needed, or (b) from among architects who make application accompanied by evidence of their education and experience.

The limited form has the advantage that the owner and the professional adviser may meet competitors and discuss the terms of the competition with them before the issuance of the program.

Form (a) is the simplest and most direct form of competition.

*Open.* The Institute believes that a competition open to all who wish to participate without regard to their qualifications is detrimental to the interests alike of owner and of architects. It will, therefore, give its approval to that form only when conducted in two stages, since by that means alone it is possible to insure anonymity of submission while safeguarding the owner's interests against the selection as winner of a person lacking the qualifications set forth in Article 4 hereof.

In this form there is a first stage open to all, in which the competitive drawings are of the slightest nature, involving only the fundamental ideas of the solution. These drawings are accompanied by evidence of the competitor's education and experience. From the first stage a small number who have thus demonstrated their competence to design the work and to carry it successfully into execution are chosen to take part in a final and strictly anonymous stage involving competitive drawings of the type indicated in Article 8 hereof.

#### 4. ON THE QUALIFICATION OF COMPETITORS.

The interests of the owner may be seriously prejudiced by admitting to a limited competition or to the second stage of an open competition any architect who has not established to the satisfaction of the owner his competence to design and execute the work.

It is sometimes urged that by admitting all who wish to take part some unknown but brilliant designer may be found. If the object of a competition were a set of sketches, such reasoning might be valid. But sketches give no evidence that their author has the matured artistic ability to fulfill their promise, or that he has the technical knowledge necessary to control the design of the highly complex structure and equipment of a modern building, or that he has executive ability for large affairs, or the force to compel the proper execution of contracts. Attempts have often been made to defend the owner's interests by associating an architect of ability with one lacking in experience. These have generally resulted in failure.

As the owner should feel bound, not only legally, but in point of honor, to retain as his architect the competitor to whom the award is made, it is essential that the competitors in a limited competition, or in the second stage of an open competition, should be selected with the greatest care in consultation with the professional adviser, and that there should be included among them only architects in whose ability and integrity the

owner has absolute confidence, and to any one of whom he is willing to entrust the work.

#### 5. ON THE NUMBER OF COMPETITORS.

Experience has demonstrated that the admission of many competitors is detrimental to the success of a competition. When there are many, each knows that he has but a slight chance of success, and he is therefore less aroused to his best effort than when there are but a few. As the owner is interested only in the best result, he is ill-advised to sacrifice quality for quantity.

#### 6. ON ANONYMITY OF COMPETITORS.

Absolute and effective anonymity is a necessary condition of a fair and unbiased competition. The signing of drawings should not be permitted nor should they bear any motto, device or distinguishing mark. Drawings and the accompanying sealed envelopes containing their authors names should be numbered upon receipt, the envelopes remaining unopened until after the award.

#### 7. ON THE COST OF THE PROPOSED WORK.

No statement of the intended cost of the work should be made unless it has been ascertained that the work as described in the program can be properly executed within the sum named. In general it is wiser to limit the cubic contents of the building than to state a limit of cost.

The program should neither require nor permit competitors to furnish their own or builders' estimates of the cost of executing the work in accordance with their designs. Such estimates are singularly unreliable. If the cubage be properly limited they are unnecessary.

#### 8. ON THE JURY OF AWARD.

To insure a wise and just award and to protect the interests of both the owner and the competitors, the competitive drawings should be submitted to a jury so chosen as to secure expert knowledge and freedom from personal bias.

Such a jury thoroughly understands and can explain the intent of the drawings. It discovers from them their authors' skill in design, arrangement and construction. Because of its trained judgment its advice as to the merits of the designs submitted is of the highest value to the owner.

The jury must consist of at least three members, one of whom must, and a majority of whom should, be practicing architects. One or more members of the jury may be chosen by the competitors.

It is the duty of the jury to study carefully the program and all conditions relating to the problem and the competition before examining the designs submitted; to refuse to make or recom-



mend an award in favor of the author of any design that does not fulfill the conditions distinctly stated as mandatory in the program; to give ample time to the careful study of the designs; and to render a decision only after mature consideration. The jury should see to it that a copy of its report reaches every competitor.

The professional adviser should not be a member of the jury, as his judgment is apt to be influenced by his previous study of the problem.

#### 9. ON THE COMPETITIVE DRAWINGS.

The purpose of an architectural competition is not to secure fully developed plans, but such evidence of skill in treating the essential elements of the problem as will assist in the selection of an architect. The drawings should, therefore, be as few in number and as simple in character as will express the general design of the building. A jury of experts does not need elaborate drawings.

#### 10. ON THE PROGRAM.

The program should contain rules for the conduct of the competition, instructions for competitors and the jury, and the agreement between the owner and the competitors. Uniform conditions for all competitors are fundamental to the proper conduct of competitions. Lengthy programs and detailed instructions as to the desired accommodations should be avoided as they confuse the problem and hamper the competitors. The problem should be stated broadly. Its solutions should be left to the competitors.

A distinction should be clearly drawn between the mandatory and the advisory provisions of the program, *i. e.*, between those which if not met preclude an award in favor of the author of a design so failing and those which are merely optional or of a suggestive character. The mandatory requirements should be set forth in such a way that they cannot fail to be recognized as such. They should be as few as possible, and should relate only to matters which cannot be left to the discretion of the competitors.

It is difficult to summarize briefly the program, but it should at least:

(*a*) Name the owner of the structure forming the subject of the competition, and state whether the owner institutes the competition personally or through representatives. If the latter, name the representatives, state how their authority is derived, and define its scope.

(*b*) State the kind of competition to be instituted, and in limited competitions name the competitors; or in open competitions, if the competi-

tion is limited geographically, or otherwise, state the limits.

(*c*) Fix a time and place for the receipt of the designs. The time should not be altered except with the unanimous consent of the competitors.

(*d*) Furnish exact information as to the site.

(*e*) State the desired accommodation, avoiding detail.

(*f*) State the cost if it be fixed or, better, limit the cubic contents.

(*g*) Fix uniform requirements for the drawings, giving the number, the scale or scales, and the method of rendering.

(*h*) Forbid the submission of more than one design by any one competitor.

(*i*) Provide a method for insuring anonymity of submission.

(*j*) Name the members of the jury or provide for their selection. Define their powers and duties. If for legal reasons the jury may not make the final award, state such reasons and in whom such power is vested.

(*k*) Provide that no award shall be made in favor of any design until the jury shall have certified that it does not violate any mandatory requirement of the program.

(*l*) Provide that during the competition there shall be no communication relative to it between any competitor and the owner, his representatives or any member of the jury, and that any communication with the professional adviser shall be in writing. Provide also that any information, whether in answer to such communications or not, shall be given in writing simultaneously to all competitors. Set a date after which no questions will be answered.

(*m*) State the number and amount of payments to competitors.

(*n*) Provide that the professional adviser shall send a report of the competition to each competitor, including therein the report of the jury.

(*o*) Provide that no drawing shall be exhibited or made public until after the award of the jury.

(*p*) Provide for the return of unsuccessful drawings to their respective authors within a reasonable time.

(*q*) Provide that nothing original in any of the unsuccessful designs shall be used without consent of, and compensation to the author of the design in which it appears.

(*r*) Include the contract between the owner and the competitors.

(*s*) Include the contract between the owner and the architect receiving the award.

#### 11. ON THE AGREEMENT.

An owner who institutes a competition assumes a moral obligation to retain one of the competitors as his architect. In order that architects invited to compete may determine whether they will take part it is essential that they should know the terms upon which the winner will be employed; and it is of the utmost importance to the owner that those terms should be so clearly defined that no disagreement as to their meaning can arise after the award is made. Unless they be so defined, delay is likely to occur and disagreements to arise at a time when a complete understanding between owner and architect is most important for the welfare of the work.

Therefore, there must be included in the program a form which guarantees the appointment of one of the competitors as architect and provides an agreement operative upon that appointment, defining his employment in terms consonant with the best practice. This must conform in all fundamental respects to the typical form of agreement appended to this circular.

#### 12. ON PAYMENTS TO UNSUCCESSFUL COMPETITORS.

In a limited competition and in the second stage of an open competition each competitor, except the winner, should be paid for his services.

#### 13. ON LEGALITY OF PROCEDURE.

It is highly important that each step taken in connection with a competition and every provision of the program should be in consonance with law. Those charged with holding the competition should know and state their authority. If they are not empowered to bind their principal by contracts with the competitors, they should seek and receive such authority before issuing an invitation.

If authority cannot legally be granted to the jury to make the award, that fact should be stated, and the body named in which such authority is vested.

#### 14. ON THE CONDUCT OF THE OWNER.

In order to maintain absolute impartiality toward all competitors, the owner, his representatives and all connected with the enterprise should, as soon as a professional adviser has been appointed, refrain from holding any communication in regard to the matter with any architect except the adviser or the jurors. The meeting with competitors described in Article 3 is of course an exception.

#### 15. ON THE CONDUCT OF ARCHITECTS.

An architect should not attempt in any way, except as a duly authorized competitor, to secure

work for which a competition is in progress, nor should he attempt to influence, either directly or indirectly, the award in a competition in which he is a competitor.

An architect should not accept the commission to do the work for which a competition has been instituted if he has acted in an advisory capacity, either in drawing the program or making the award.

An architect should not submit in competition a design which has not been produced in his own office or under his own direction.

No competitor should enter into association with another architect, except with the consent of the owner. If such associates should win the competition, their association should continue until the completion of the work thus won.

During the competition, no competitor should hold any communication relative to it with the owner, his representatives or any member of the jury, nor should he hold any communication with the professional adviser, except it be in writing.

When an architect has been authorized to submit sketches for a given project, no other architect should submit sketches for it until the owner has taken definite action on the first sketches, since, as far as the second architect is concerned, a competition is thus established.

#### 16. ON THE PARTICIPATION OF MEMBERS OF THE INSTITUTE.

Members of the American Institute of Architects do not take part as competitors or jurors in any competition the program of which has not received the formal approval of the Institute, nor does a member continue to act as professional adviser after it has been determined that the program cannot be so drawn as to receive such approval.

#### 17. COMMITTEES.

In order that the advice of the Institute may be given to those who seek it and that its approval may be given to programs in consonance with its principles, the Institute maintains the following committees:

(a) The Standing Committee on Competitions, representing the Institute in its relation to competitions generally. This committee advises the sub-committees and directs their work and they report to it.

(b) A sub-committee for the territory of each Chapter, representing the Institute in its relation to competitions for work to be erected within such territory.

The President of the Chapter is *ex officio* chairman of the sub-committee, the other members of

which he appoints. The sub-committees derive their authority from the Institute and not from the Chapters.

An appeal from the decision of a sub-committee may be made to the Standing Committee. The Standing Committee may approve, modify or annul the decision of a sub-committee.

### 18. THE INSTITUTE'S APPROVAL OF THE PROGRAM.

The approval of the Institute is not given to a program unless it meet the following essential conditions:

- (a) That there be a professional adviser.
- (b) That the competition be of one of the forms described in Article 3.
- (c) That the program contain an Agreement and Conditions of Contract between Architect and Owner in conformity with those printed in the Appendix of this circular, that it include no provision at variance therewith, that it contain terms of payments in accord with good practice, and that it specifically set forth the nature of ex-

pert engineering services for which the architect will be reimbursed.

(d) That the program make provision for a jury of at least three persons.

(e) That the program conform in all particulars to the spirit of this circular.

When the program meets the above essential conditions, the approval of the Institute may be given to it by the sub-committee for the territory in which the work is to be erected, or if there be no sub-committee for that territory, then by the Standing Committee on Competitions.

If, for legal or other reasons, the Standing Committee deem that deviations from the essential conditions are justified, it may give the approval of the Institute to a program containing such deviations. Power to give approval in such cases is, however, vested only in the Standing Committee.

The Professional Adviser, when duly authorized in writing by the proper committee, may print the Institute's approval as a part of the program or otherwise communicate it to those invited to compete.

## Typical Form of Agreement Between Owner and Competitors.

In consideration of the submission of drawings in this competition (here insert the name of the owner or of the body duly authorized to enter into contracts on behalf of the owner), hereinafter called the owner, agrees with the competitors jointly and severally that the owner will, within ..... days of the date set for the submission of drawings, make an award of the commission to design and supervise the work forming the subject of this competition to one of those competitors who submit drawings in consonance with the mandatory requirements of this program, and will thereupon pay him, on account of his services as architect, one-tenth of his total estimated fee as stated below. And further, in consideration of the submission of drawings as aforesaid and the mutual promises enumerated in the subjoined "Conditions of Contract between Architect and Owner," the owner agrees and each competitor agrees, if the award be made in his favor, immediately to enter into a contract containing all the "Conditions" here following, and until such contract is executed to be bound by the said "Conditions."

### CONDITIONS OF CONTRACT BETWEEN ARCHITECT AND OWNER.

#### ARTICLE I.

##### *Duties of the Architect.*

#### 1. Design.

The architect is to design the entire building

and its immediate surroundings and to design or direct the design of its constructive, engineering and decorative work and its fixed equipment and, if further retained, its movable furniture and the treatment of the remainder of its grounds.

#### 2. Drawings and Specifications.

The architect is to make such revision of his competitive scheme as may be necessary to complete the preliminary studies; and he is to provide drawings and specifications necessary for the conduct of the work. All such instruments of service are and remain the property of the architect.

#### 3. Administration.

The architect is to prepare or advise as to all forms connected with the making of proposals and contracts, to issue all certificates of payment, to keep proper accounts and generally to discharge the necessary administrative duties connected with the work.

#### 4. Supervision.

The architect is to supervise the execution of all the work committed to his control.

### ARTICLE II.

#### *Duties of the Owner.*

#### 1. Payments.

The owner is to pay the architect for his services a sum equal to.....per cent\* upon  
(Insert rate)

\* The percentage inserted should be in accord with good practice

the cost of the work. (The times and amounts of payments should be here stated.)†

## 2. Reimbursements.

The owner is to reimburse the architect, from time to time, the amount of expenses necessarily incurred by him or his deputies while traveling in the discharge of duties connected with the work.

## 3. Service of Engineers.

The owner is to reimburse the architect the cost of the services of such engineers for heating, mechanical and electrical work as are specifically provided for in each program. The selection of

such engineers and their compensation shall be subject to the approval of the owner.

## 4. Information, Clerk of the Works, etc.

The owner is to give all information as to his requirements; to pay for all necessary surveys, borings and tests, and for the continuous services of a clerk of the works, whose competence is approved by the architect.

† Good practice has established the payments on account as follows: Upon completion of the preliminary studies one-fifth of the total estimated fee less the previous payment; upon completion of contract drawings and specifications two-fifths additional of such fee; for other drawings, for supervision and for administration, the remainder of the fee, from time to time in proportion to the progress of the work.

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Authorized by the  
43d Annual Convention at Washington, D. C.  
December 14-16, 1909

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Issued March 30, 1910  
Amended June 10, 1910, and January 3, 1911

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Ratified by the  
44th Annual Convention at San Francisco  
January 16-21, 1911

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Reaffirmed by the  
45th Annual Convention at Washington, D. C.

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Amended January 3, 1912  
as authorized by the Convention

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Amended December 9, 1912, and  
Ratified by the  
46th Annual Convention at Washington, D. C.  
December 10-12, 1912

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Amended December 2, 1913, and  
Ratified by the  
47th Annual Convention at New Orleans, La.  
December 3-5, 1913

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Amended and Ratified by the  
48th Annual Convention at Washington, D. C.  
December 2-4, 1914