

- (2) Before accepting or continuing with any work, to establish that the competence of the Practice and resources are adequate to provide such a service which meets the Standard of Professional Performance.
- (3) To arrange that the work at office or any branch office of the Practice, insofar as it relates to Architecture, is under the control of another Member, a Chartered Architect, an Architect or an Architectural Licentiate respectively.
- (4) Not to transfer responsibilities of the Practice, or reduce the scope of services committed by the Practice, by sub-contracting, without the prior written consent of the client or without defining the changes in the responsibilities of those concerned.
- (5) Not to Practice as or purport to be an Independent Consulting Architect and simultaneously be a Principal, Partner, Director or Co-Director or employed in a firm which engages in the business of:
 - (a) Trading in land or buildings; or similar
 - (b) Property developers, auctioneers, or house agents; or similar
 - (c) Contractors, Subcontractors, Manufacturers or Suppliers in or to the building industry or similar business,

unless that Firm is distinct from the Architectural Practice and clearly identified as such.
- (6) Not to carry out or purport to carry out the independent functions of a Chartered Architect, Architect, and Architectural Licentiate or any similar independent function in relation to a contract in which he or his employer is the contractor, or where the Architectural Practice and the contractor's firm are under substantially the same management or control.
- (7) On being approached to undertake work upon which the Practice knows or can ascertain by reasonable enquiry that another Practice, has an engagement for the work with the same client on the same property, to notify the fact to such Practice, by Registered Post prior to accepting such assignment and ensure that all fees due to the first Practice has been settled in full prior to accepting such assignment.
- (8) To define the conditions of employment, authority, responsibility and liability of those Chartered Architects, Architects or Architectural Licentiates, a Practice employs, and ensure that any professional indemnity insurers waive their subrogation rights in respect of Chartered Architects, Architects or Architectural Licentiates, who are full-time employees.

6.2.4 **Quoting for Projects and Assignments**

- (1) A Practice when offering services as a Practice, shall not quote a fee without receiving an invitation to do so and sufficient information on the nature and scope of the project to enable a quotation to be prepared which clearly indicates the services covered by the fee.
- (2) A Practice when offering services as a Practice, shall not revise a fee quotation to take account of the fee quoted by another Practice for the same service. Not to attempt to oust another Practice, from an engagement by competing with another Practice, by means of a deduction of fees, by other inducements or by any other method.

- (3) Fee quote shall be as per Schedule of Fee Scale given in Schedule 10.5.1 and Scope of Services as per Schedule 10.5.2.

6.2.5 Regulations on Competitions

- (1) A Practice shall not take part in any Architectural competition unless such competition is approved by the Institute.
- (2) Any Practice, invited to take part in a limited competition shall forthwith notify the Secretary of the Institute of such matter and submit the particulars of the competition to the Institute. If such competition is not approved by the Institute, Practices shall not participate in such competition.

6.3 Employment and Cross Border Employment

6.3.1 Offers of Employment

Chartered Architects, Architects and Architectural Licentiates or a Practice shall not make a direct or indirect offer of employment to an employee of another Chartered Architect, Architect, Architectural Licentiate or a Practice on his own behalf or on behalf of a client without first informing such employer.

Provided that where the employee on his own initiative or in response to a public advertisement applies for employment, this rule shall not apply.

6.3.2 Employment in other Countries

Members when employed outside Sri Lanka shall at all times ensure their conformity with these regulations, provided it does not contravene any laws, rules or regulations applicable to the Practice of Architecture within that country. However, in special circumstances such individual shall seek clarification and approval from the Institute.

6.3.3 Employment of Foreign Qualified Nationals, Non Citizens of Sri Lanka

Employment or contracting of foreign nationals shall be subject to the following conditions:-

- (a) The presence of such person shall be legal in nature.
- (b) Such person shall obtain the working visa prior to being employed or contracted.
- (c) The presence of such person shall be for a specific assignment and shall leave the employment or contract after such period.

6.3.4 Collaboration with Foreign Organizations for Projects in Sri Lanka

A Practice may come in to a Memorandum of Understanding (MOU) or any other legally acceptable contract with a foreign Consultant, Other, Allied or Prescribed Professional or a Practice in order to carry out professional services in Sri Lanka. Such collaboration shall be under the following conditions:-

- (a) Such collaboration shall be for a specific project and for a specific period of time.
- (b) The presence of such Person/Practice shall be legal in nature.
- (c) The agreement or MOU signed for such collaboration shall cover only that specific assignment.
- (d) The local practice shall ensure that such collaboration shall ensure transfer of technology, knowledge or any other skills that is not available in Sri Lanka.
- (e) Such person or organization shall be legal in its origin.
- (f) The Sri Lankan counterpart Practice shall inform the Institute within seven days of formation of such collaboration.
- (g) Where the new collaboration intends to be formed as a new legal entity or Practice, such formation shall be carried out in terms of these regulations.
- (h) Such new entity shall maintain it's own account, employment, and other legal requirements.
- (i) The local counterpart/Practice shall be responsible and liable for all professional services rendered under the collaboration unless otherwise agreed with the foreign consultants.

6.3.5 Time Frame for Approval of Applications

Any application made to the Institute in connection with foreign collaboration shall be approved within fourteen days from the date of making such application.

6.4 Marketing, Advertising, Solicitation and Publicity

6.4.1 Advertising for Recruitment

Chartered Architects, Architects, Architectural Licentiates or a Practice shall not advertise or offer services to any person or body of persons or body corporate by any public means or by means of circulars or otherwise make paid announcements in the press or electronic media except as hereinafter provided:-

- a) a Chartered Architect, Architect, Architectural Licentiate, or a Practice may advertise to prospective employees for salaried appointment.
- b) Insert advertisements in Architectural journals, in the public press, electronic media not more than three notices in each of a change of address.
- c) Notify the correspondents by post thrice of any change of address.

6.4.2 Publicity of Work Done

- (1) A Practice may allow signed illustrations and descriptions of the work to be published in the press, but shall not—
 - a) give monetary considerations for such insertions; or
 - b) allow such insertions to be used by the publishers for soliciting or obtaining advertisements from contributors.

- (2) A Practice may publish a series of illustrations either in circular film, brochure, book form or on electronic mode with or without descriptive letter-press of any building or buildings for which the Practice has been responsible, provided that no Practice shall attempt to distribute such publication unsolicited, to potential clients.

6.4.3 Office & Construction Sites

- (1) A Practice may exhibit the name outside the office and on buildings in the course of construction, alteration or extension:-

Provided that such exhibition of its name shall be done in an unostentatious manner and as per the office manual.

- (2) Stationery and nameplates of a Practice should be of an acceptable professional standard conforming to Office Manuals and Guidelines specified in Schedule 10.6 and comply with the requirements of the regulations as to the names of partners, principals and others who participate in the practice, use of professional descriptions and designator letters, cities or countries where the practice is represented, logotypes, etc. The designation of any services provided by the Practice as being of specialist nature shall not be permitted. Similar provisions, where applicable, should apply to nameplates.
- (3) A Practice may be listed in a directory provided neither the directory itself nor the entry could reasonably be regarded as a promotional advertisement for those listed therein. Entries shall be limited to Names, Addresses, Telephone Numbers, Facsimiles, E-mails and Websites and other professional description with any other information necessary as per Office Manuals and Guidelines specified in Schedule 10.6 to enable the user of the directory to make contact with the person or organization to which the entry relates.
- (4) Booklets, Documents containing technical information and other documents bearing the name of a Practice and giving technical information for the assistance of staff or clients may be issued to such persons or to another Practice. Other persons shall not be issued with such booklets or documents except in response to an unsolicited request.
- (5) A Practice may invite clients, staff or other members to attend training courses or seminars conducted for the assistance of staff. Other persons shall not be invited to attend such training courses or seminars except in response to an unsolicited request. The requirement shall in no way prevent the members from providing training services to other professional bodies, associations or educational institutions which conduct courses for the members of such profession or the public. However, undue prominence shall not be given to the name of a member in any booklets or documents issued in that behalf.

6.4.4 Websites and E-mails

- (1) A Practice may maintain a website linked to the Institute website which shall give only the following:-
- Practice information consisting names, addresses, facsimiles, e-mails, websites and services provided.
 - Information of principal, partners or directors and other consultants who have consented.
 - Details of completed projects including location, client, contractor and other consultants.

- (2) A practice shall not use e-mails to offer to prospective clients with practice details unless otherwise a request has been made to do so.
- (3) A Chartered Architect, Architect, Architectural Licentiate or a Practice shall not use websites or e-mails for the purpose of selling type plans to prospective clients.

6.5 The Standard of Professional Performance

The objectives of the Standard of Professional Performance is to establish a level of competence required to be maintained by Chartered Architects, Architects, Architectural Licentiates and Practices in the interests of members of the Institute, clients, the public and the protection of the reputation of the profession.

6.5.1 Application

- (1) The Standard of Professional Performance shall apply to the services offered by a Practice or by an employee.
- (2)
 - (a) The Institute may advise to those Practices or employees who find themselves in difficulty. The Institute may take disciplinary action where there is an extreme and irresponsible failure to meet the standards, or where there is a repeated failure to comply with the standards in exceptional circumstances that an isolated failure to meet the standard would give rise to disciplinary proceedings.
 - (b) An alleged failure to comply with the standards may be investigated by the Council of the Institute and, if the Institute is satisfied that the allegation is well founded, the Institute shall instruct the Practice or employee to take action to ensure that the lapse in performance is not repeated.
- (3) A Chartered Architect, Architect, Architectural Licentiate or a Practice is required to follow the undertakings, which amplify the standards of professional performance, and honor the work, according to the circumstances. It will be a material consideration in the assessment of a case if an investigation into an alleged failure to meet the standards reveals that the Practice or Employee has failed to do so.

6.5.2 The Standards of Professional Performance

- (1) Practices and employees are required to maintain in their work, a standard of performance which is consistent with the professional standards with a proper regard for the interests both of those who commission and those who may be expected to use or enjoy the service or the product of their work.
- (2) Practices and employees shall meet the requirements of their engagements with commensurate knowledge and attention so that the quality of the professional services provided does not fall below that which could reasonably be expected of a Chartered Architect, Architect, Architectural Licentiate or a Practice in good standing in the normal conduct of their business.

To uphold this standard, Members of the Institute, Chartered Architects, Architects, Architectural Licentiates and Practices shall undertake:-