1. INTRODUCTION

The purpose of this SPP for Architectural Design Competition (ADC) is to state the principles upon which competitions are based and by which Promoters/Owners should be guided in organizing ADCs. It has been drawn up in the interest of both Project Proponents/Owners and Competitors.

2. DEFINITIONS

2.1 Owner - The person or organization that undertakes or promotes an ADC with the primary objective of obtaining excellence in design for a project or for a development concept. The Owner issues the invitation to Architects to submit plans/designs in accordance with a program and finances the ADC.

2.2 Jury - The people appointed by the Owner to assess the entries to the competition. The members of the Jury are called Jurors. It consists of a majority of registered and licensed architects (RLAs, hereinafter referred to as "Architect/s") assisted by a lay Juror to represent and voice the intention of the Owner. They are nominated by the Owner and approved by the integrated and accredited professional organization of architects (IAPOA).

2.3 Professional Advisor – An Architect nominated by the Owner and approved by the IAPOA to organize the ADC on behalf of the Owner.

2.4 Technical Advisors – Specialist personnel who may be consulted by the Jurors during the conduct of the ADC to permit them to obtain all necessary relevant information.

2.5 Competition Secretariat – The body formed by the Owner and approved by the Professional Advisor, to assist the Professional Advisor and the Jury in the administrative conduct of the ADC.

2.6 Classification of Architectural Design Competitions (ADCs)

2.6.1 ADCs shall be classified as follows:

- Project ADCs for actual Projects proposed for implementation.
- Ideas Competition or competition of ideas set as a design and planning exercise to elucidate a problem.

2.6.2 Project ADCs may be conducted in a single stage or two (2)-stage manner. It may either be open or limited by invitation.

2.6.3 Project ADCs shall be further classified according to degree of complexity based on project classification i.e. under SPP Document 202.
2.7 Conditions – The full conditions include the program, instructions on submission of entries, site plans, entry forms and official envelopes and labels. These are drawn up by the Professional Advisor.

2.8 SPP on ADC – refers to the Philippine Standard of Professional Practice (SPP) on Architectural Design Competitions (ADC).

2.9 IAPOA ADC Committee – appointed by the IAPOA National President to oversee all architectural design competitions (ADCs) referred to the IAPOA.

3. IAPOA APPROVAL

3.1 Before the Owner makes any official announcement, the IAPOA through the ADC Committee shall send the Owner a written approval of the draft Conditions, including the timetable, the ADC registration fee (when required) and the composition of the Jury.

3.2 Notice of a National Architectural Design Competition (ADC) shall be issued by the Owner and/or the IAPOA ADC Committee Secretariat with a request for publication in technical journals or through other media at their disposal, simultaneously if possible to enable those interested to apply for the competition. Such an announcement shall state where and how the ADC documents may be obtained and that the ADC conditions have received the requisite IAPOA approval.

4. DRAWING UP THE ADC CONDITIONS

4.1 It is essential that the ANONYMITY of competitors should be maintained until the final judgment of the competition. In the interest of the competition system, rigorous measures should be taken to ensure that all parties involved adhere to this principle.

4.2 The ADC conditions, including the program of requirements of a National ADC shall be identical for all competitors.

4.3 The conditions for National ADC, whether single or two (2)-stage, upon or limited shall state clearly:

   4.3.1 the purpose of the ADC and the intentions of the Owner

   4.3.2 the nature of the problem to be solved

   4.3.3 all the requirements which Competitors must meet

4.4 A clear distinction shall be made between the mandatory requirements of the Competition and those which permit the competitor freedom of interpretation. All competition entries shall be submitted in a manner to be prescribed in the Conditions.

4.5 The information supplied to competitors (social, economic, technical, geographical and topographical, etc.) must be specific and not open to misinterpretation. Supplementary information and instructions approved by the Jury may be issued by the Owner to all Competitors selected to proceed to the second (2nd) stage of a two (2)-stage competition.
4.6 The Conditions shall state the number, nature, scale and dimensions of the documents, plans or models required and the terms of acceptance of such documents or models. Where an estimate of cost is required, the Condition must prescribe a standard form of presentation.

5. PROFESSIONAL ADVISOR

5.1 A Professional Advisor should be appointed and paid by the Owner and approved by the IAPOA National Board of Directors (NBD) thru its ADC Committee. His role is the supervision of the conduct of the ADC and the preparation of the Conditions. His function includes insuring that the ADC timetable is adhered to, supervising the receipt of Competitor’s questions, the dispatch of reply to all Competitors and the receipt of competition entries, and safeguarding the anonymity of Competitors at all times. He will assist the Jury and will be present during its deliberations but he will have no vote. His responsibilities will be limited to the organization and the conduct of the competition.

6. THE JURY

6.1 The Jury shall be set up before the official announcement of the competition. Their names and those of the reserve members of the Jury shall be stated in the Conditions.

6.2 The Jurors are appointed by the Owner and approved by the IAPOA, which shall assist the Owner in the selection of the Jury members.

6.3 The Jury shall be composed of the smallest reasonable number of persons and in any event should be an odd number and should not exceed seven (7). The majority of them, i.e. 4 out of 7, shall be Architects.

6.4 To ensure correct conduct of the competition, at least one of the Architect-Jurors shall represent the IAPOA.

6.5 There should not be more than one (1) representative of the Owner included in the Jury.

6.6 It is essential that all Jurors be present at all meetings of the Jury.

6.7 Each Juror shall see the Conditions before they are made available to Competitors.

6.8 The decisions of the Jury shall be taken by a majority vote, with a separate vote on each competition plan/design submitted. The list of ADC awards including the Jury’s report to the Owner shall be signed by all Jurors before the Jury is dissolved and one copy of this document shall be sent to the IAPOA.

6.9 In a two (2)-stage competition, the same Jury should judge both stages of the competition. In no case may a competition that has received IAPOA approval as a single-stage competition proceed to a second (2nd) stage except with IAPOA approval of the Conditions and the arrangements for payment of honoraria to the Competitors involved, over and above the prize money provided for in the original ADC. In the event of a secondary competition taking place, the Jury appointed for the original competition must be reappointed by the Owner.

6.10 Any drawings, photographs, models or other documents not required under the regulations shall be excluded by the Jury before it examines a Competitor’s entry.
6.11 The Jury shall disqualify any design which does not conform to the mandatory requirements, instructions or Conditions for the ADC.

6.12 The Jury must make awards. The awards shall be final and made public by a date agreed on with the IAPOA and stated in the competitions. The Jury, when distributing the awards, shall make full use of the amount set aside for prizes in the ADC Conditions.

6.13 The fees and travel and subsistence expenses of the Jury members shall be paid by the Owner.

7. PERSONS NOT ELIGIBLE FOR ENTRY TO THE ADC

7.1 No member of the Jury will be allowed to take part in the competition, either directly or indirectly, nor be commissioned with work connected with the prize-winning design either directly or indirectly.

7.2 No member of the promoting body nor any associate or employee, nor any person concerned with the preparation or organization of the ADC will be eligible to compete or assist a Competitor.

8. PRIZES, HONORARIA AND MENTIONS

8.1 The Conditions must state the amount and number of prizes. The prizes awarded must be related to the size and complexity of the project, the amount of work involved and the expense incurred by Competitors.

8.2 It is important for the Owner to allot adequate prize money to compensate all the Competitors for their work. For Ideas Competition only, it may be possible to remunerate only the first (1st) prize winner.

8.3 The Owner undertakes to accept the decisions of the Jury and to pay the prizes allotted within one (1) month of the official announcement of the ADC results.

8.4 Each participant in a limited ADC by invitation shall receive an honorarium in addition to the prizes awarded.

8.5 In two (2)-stage competitions, a reasonable honorarium shall be paid to each of the Competitors selected to take part in the second (2nd) stage. This sum, which is intended to reimburse them for the additional work carried out in the second (2nd) stage, shall be stated in the Conditions and shall be in addition to the prizes awarded.

8.6 The Conditions shall state the use to which the Owner will put the winning plan/design scheme/s. ADC-generated plans/designs may not be used or altered in any way except by agreement with the author. The Owner or his agents are not free to pick out portions of the entries to compose another plan/ design. This is covered by applicable ownership and copyright provisions under Secs. 20 (4) and 33 of R.A. No. 9266 (The Architecture Act of 2004) and of R.A. No. 8293 (Intellectual property Code of the Philippines) and their respective IRRs.

8.7 In Project ADCs, the award of first prize to a plan/design places the Owner under an obligation to entrust the Author of the plan/design with the commission for the Project. If the winning Competitor is unable to satisfy the Jury of his ability to carry out the plan/ design work, the Jury
may require the winner to collaborate with another Architect of the winning Competitor’s choice, duly approved by the Jury and Owner.

8.8 In Project ADCs, provisions shall be made in the ADC Conditions for the first prize winner to receive compensation of a further sum equal to the amount of the first prize if no contract is signed within twelve (12) months of the announcement of the Jury’s award. In so compensating the first prize winner, the Owner does not acquire the right to carry out the project except with the collaboration of its Author.

8.9 In an Ideas Competition, if the Owner decides to make use of all or part of the winning scheme, he should do so with the collaboration of the Author. The terms of collaboration must be acceptable to the latter.

9. COPYRIGHT AND RIGHT OF OWNERSHIP

9.1 The Author of any plan / design shall retain the copyright of his work; no alterations may be made without his / her written consent.

9.2 The design awarded first prize can only be used by the Owner upon his commissioning the Author to carry out the plan/design preparation for the project. No other plan / design may be used wholly or in part by the Owner except by agreement with the Author concerned.

9.3 As a general rule, the Owner’s right to use the ADC-generated plan/design covers one (1) execution only. However, the Conditions may provide for repetitive work and specify the terms thereof.

9.4 In all cases, unless otherwise stated in the Conditions, the Author of any design shall retain the sole right of reproduction by virtue of sole copyright under Secs. 20 (4) and 33 of R.A. No. 9266 (The Architecture Act of 2004) and its IRR.

10. REGISTRATION OF COMPETITORS

10.1 As soon as they have received details of the architectural design competition (ADC), all Competitors shall register with the Owner. Registration implies acceptance of the Conditions of the ADC.

10.2 The Owner shall issue to all Competitors all the necessary documentation for preparing their plans / designs. Where the furnishing of such documentation is conditional on payment of a deposit, unless otherwise stated, such a deposit shall be returned to Competitors who submit a bona fide plan / design.

10.3 The names of those Competitors selected to proceed to the second (2nd) stage of a two (2)-stage competition shall be made public only under exceptional conditions to be agreed on by the Jury before the launching of the ADC.
11. INSURANCE

11.1 The Owner shall insure the Competitors' plans / designs from the time when he assumes responsibility for them and for the duration of his responsibility. The amount of such insurance shall be stated in the Conditions.

12. EXHIBITIONS AND ENTRIES

12.1 All designs, including those disqualified by the Jury, shall be exhibited, as a general rule, for at least two (2) weeks, together with a copy of the signed report of the Jury. The exhibition shall be open to the public free of charge.

12.2 The Owner shall notify in a timely manner, all registered Competitors of the date and place of the public exhibition and the results of the ADC, and send them a copy of the Jury's report. He shall similarly inform the IAPOA. Photographs of the prize-winning designs shall be sent to the IAPOA with an option for publication.

13. RETURN OF PROJECTS

13.1 All drawings and plans, other than those which have received prizes or have been purchased and are retained by the Owner, shall be destroyed at the end of the public exhibition, unless provisions are made to the contrary in the Conditions for the ADC. Where models are required, these will be returned to the Author/s at the expense of the Owner within a month of the close of the public exhibition.

14. ALTERNATIVE DISPUTE RESOLUTION (ADR) OR LITIGATION

14.1 Since no regulations, however well drawn up, can preclude the possibility of dispute, provisions for conciliation, mediation and arbitration i.e. ADR modes under R.A. No. 9285, must be included in the ADC Conditions and must precede any form of litigation.

14.2 The Jury members are the sole arbiters at all stages, up to the final prize-giving.

14.3 In the event of a dispute, not related to the adjudication process or awarding of the prizes, the matter shall be settled by an arbitration process approved by the IAPOA, and without initial recourse to any form of litigation.

14.4 The expenses resulting from any conciliation, mediation or arbitration, procedure shall be shared by the two (2) interested parties to the ADR proceeding.