FEDERACION ARGENTINA

DE ENTIDADES

DE ARQUITECTOS

ARGENTINE FEDERATION

OF ARCHITECT

ASSOCIATIONS



CONTEST RULES

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INTRODUCTION

The Argentine Federation of Architect Associations will promote and encourage the creation of public contests to call for preliminary designs, ideas, monographs, etc., as a mechanism to guarantee equal opportunities for all architects, through an honest, objective and impartial contrasting and comparing of quality; elevate the rank of the subject matter of development, and ensure a fair verdict, providing the entity that commissions a project with a better product as a result of free competition.

Therefore, these Contest Rules are an instrument to coordinate all aspects of the Contest system and to resolve issues covering the full scale of projects, from local to international.

This instrument is at the service of the community, and adheres to the ethical standards that must govern professional practice, rejecting any contests that undermine the dignity and rights of humanity, harm the architectural or urbanistic legacy, the environment or the housing quality, or contradict the Federation's Bylaws and demean the competencies of architects.

These Rules must permit reasonable flexibility to stimulate the management of Contests, but keeping the necessary rigour to reaffirm the national Contest system, a goal that, as an indispensable part of its democratic and federative policy, the Federation is committed to fulfil.

CHAPTERS

I. GENERAL RULES

- **Art. 1.** The Argentine Federation of Architect Associations, hereinafter the "Federation", will sponsor Contests organised for the execution of works of architecture, urban development and other areas of this discipline, which it is commissioned to sponsor, in strict compliance with these Rules.
- **Art. 2.** The Federation will sponsor the Contests mentioned in article 1 above, enabling the participation of architects who hold a professional license and are registered with a member Entity. It may also sponsor Contests that admit the participation of persons from outside the discipline, but always ensuring that architects are granted the widest guarantees and a fair decision. If a Contest does not offer sufficient guarantees, the Federation will advise member Entities to refrain from taking part in it, and will reject any Contests which are contrary to the principles of ethics and free professional practice.
- **Art. 3.** The full members of the Federation, hereinafter, the "Entities", having jurisdiction over the place where the site is located, will be entitled to promote, publicise, sponsor or organise the Contests that comply with these Rules, and commit to:
- a) When organising a Contest: Advise the Promoter; name one or more advisors; approve and print at their own expense the Terms and Conditions, the Programme and the Annexes; communicate the Contest; provide Participants with clarifications and responses to the enquiries they make; appoint the Jury members by draw; receive and disclose the projects; certify the prizes; provide arbitration in the event of disputes between the Promoter and the Contest Winner.
- b) When sponsoring a Contest: Advise the Promoter; approve the Terms and Conditions and conduct a draw to appoint the Jury members to represent it. The Entity may also nominate or propose advisors. The advisor proposed by the Promoter must belong to the Pool of Advisors of the Entity.

- **Art. 4.** The organisation of a Contest requires the commissioner, hereinafter, the "Promoter", and the Entity to develop and comply with the following steps:
- 1) Preparation, signature, registration and communication to FADEA of an agreement / contract between the Promoter and the Entity, commissioning the organisation of the Contest and specifying the type of Contest, Jury composition, appointment of Advisors, fees and expenses, etc.
- 2) Appointment of an Advisor designated by the Entity. The Promoter may propose the designation of the Advisor, but in all cases the Advisor Board will always comprise at least one (1) representative of the Entity.
- 3) Once the agreement is signed, the Organising Entity shall inform FADEA of the Contest organisation and communicate to FADEA the public call for tenders, before its announcement.
- 4) Preparation of the Contest Terms and Conditions, by the Advisor, containing the characteristics of the Contest, date of opening and closing, programme to be considered, prizes, etc. The Terms and Conditions will set the requirements detailed in these Contest Rules, placing all Participants on an equal footing to ensure fair competition.

The Organising Entity shall send to FADEA a copy of the definitive Terms and Conditions before issuing the Call, to ensure supervision of all regulatory matters.

- 5) Call for tenders, sale of the Terms and Conditions document, period for preparing the projects, enquiries and responses to Participants, and closing of the Contest.
- 6) Jury composition with: a) members of the Federation; b) representatives of the Entity;
- c) representatives of the Promoter, preferably architects; d) representatives of Participants.
- 7) Jury verdict and prize award.
- 8) Payment of prizes, advisor and jury fees, and Contest organisation and sponsorship expenses.
- **Art. 5.** Depending on scale, Contests may be classified as local, provincial, regional, national or international.

Depending on the depth of the studies to be conducted, they may be classified as calls for ideas, preliminary designs, projects, project and lump sum, or monographs.

Additionally, Contests will be open to all architects who are qualified to practice the profession, and who are registered with or members of an Entity having the jurisdiction required by the Contest scale.

- **Art. 6.** The organising Entity will guarantee the Promoter the prompt execution of the Contest, setting periods of time equivalent to those generally required by the commissioning of a project that is similar in nature to the project that is the purpose of the Contest.
- **Art. 7.** The Promoter will be responsible for paying the fees, travel and accommodation of advisors and jury members, organisation or sponsorship expenses, prizes granted and, if necessary, surveys, measurements, photographs, charts and technical studies for the preparation of the Terms and Conditions. All these values will be set considering the specific characteristics of each Contest, and are generally tied to the value of the work. In all cases, the amounts will be fair and compensatory, and will be estimated by the Advisor Board, convened by the Promoter, and approved by the organising or sponsoring Entity.

II. PROMOTERS

Art. 8. The Promoter shall declare in writing that it knows and accepts these Rules, and it must commit that it has the funds that are required for prizes, fees and expenses. Furthermore, the Promoter shall state its agreement with the Terms and Conditions, the Programme and any other written document or chart that eventually replace them, and accept the Jury's verdict.

III. ENTITIES

- **Art. 9.** The Entity that is a full member of FADEA and has jurisdiction over the work site that is the purpose of the relevant Contest will be entitled to organise or sponsor the Contest. The Entity may delegate such functions, but will remain accountable to the Federation for the results of such delegation.
- **Art. 10.** Under no circumstance may an Entity organise and/or sponsor a Contest in a jurisdiction belonging to another Entity, unless it acts at the request of the other Entity or unless the Entities in question agree to do so by mutual consent.
- **Art. 11.** When an incumbent Entity refrains from taking part in the organisation of a Contest, it will report this circumstance to FADEA so that FADEA determines and resolves the steps to be followed.
- **Art. 12.** The Federation will advise the Entities to communicate to their members the inconvenience of participating in a Contest when it does not offer adequate guarantees. Entities in turn commit to keep the Executive Council of the Federation and of the other Entities informed of any Contests that fail to meet the conditions required by the Contest Rules.

IV. PARTICIPANTS

- **Art. 13.** By participating in a Contest, the Participant acknowledges and accepts all the provisions in these Rules and in the Contest Terms and Conditions. To qualify as participating architects (hereinafter, the "Participants"), architects must be members in good standing of an Entity, with a professional license within the same jurisdiction specified by the Contest in the scope of application. For multidisciplinary teams, this requirement will only apply to architects.
- **Art. 14.** Unless otherwise specified by the Executive Council of the Federation or the Entity, the following persons will be ineligible to participate in a Contest:
- a) Individuals who are members of the board of management of the Promoter:
- b) Individuals who have participated in the preparation of the Programme;
- c) Individuals who are delinquent in the payment of the Entity's dues, or who have been disqualified by the Entity, or who are not licensed or registered with the Entity;
- d) Individuals who have any professional links with the Advisors:
- e) Individuals who are members of the board of management of the Contest Organising Entity;
- f) Individuals who for any reason may have accessed the Terms and Conditions before they became available for purchase.
- **Art. 15.** Any Participant who is a member, collaborator, employee or employer of any member of the Jury Body of the Federation or of the Organising or Sponsoring Entity shall communicate their participation in the Contest. This will cause the segregation of the Jury member who has any conflict of interest, so that said Jury member is not selected by draw or appointed for the relevant Contest.

- **Art. 16.** Any Participant who wishes to show an irregularity in the procedure followed by the Jury or the Advisor Board of any Contest must take the following steps:
- 1) The Participant shall submit the case to the Jury Body or the Advisor Body of the Organising Entity, within fifteen (15) days of disclosure of the Jury's verdict and exhibition of the works.
- 2) The Jury Body and the Advisor Body, as applicable, and excluding any members who participated in the Contest in question, will conduct a draw to select a minimum of 3 regular members and 1 alternate member of an Evaluation Committee. The number of regular and alternate members may be extended, at the discretion of the body, depending on the magnitude of the Contest or of the objection submitted. The Evaluation Committee will hold a meeting within ten (10) days of receipt of the objection, and will resolve in ten (10) days if the challenge is accepted or dismissed.
- 3) If the objection is accepted, the Evaluation Committee will open a case and send to the Advisors and the Jury involved in the Contest a copy of the objection filing. The Advisors and the Jury will have ten (10) days to provide any clarifications and explanations.
- 4) Based on the information submitted by the parties, the Evaluation Committee will prepare a report with its opinion in a term of fifteen (15) days, and will escalate it, through the Organising Entity, to the Executive Council of the Federation, for it to prepare the final report, in a maximum term of thirty (30) days.
- 5) Given that the Jury's decision is without recourse, even when an irregularity is demonstrated in the procedure, the verdict will be firm and final.

V. CLASSIFICATION OF CONTESTS

Art.17. Contests are competitions among professionals to solve architectural and urbanistic problems or matters having to do with the profession. They may be conducted at the request of a Promoter or at the initiative of each Entity.

The Organising Entities must strive for all Contests to be of a binding nature, with the goal to achieve the final realisation of the work.

- **Art.18.** Contests may be classified based on the participation of professionals, the scale or the jurisdiction, and the depth of studies.
- a) In terms of the participation of professionals, Contests are classified into:
- -- Open Contests: open to all architects licensed or registered with a Member Entity whose jurisdiction is within the Contest scope.
- -- Other Contests: any other cases will be considered by the Entities, and if they meet the basic principles and are in accordance with the goals stated in these Rules, Contests may be incorporated to the system.

Likewise, the architects selected by a Promoter to participate in a Contest must meet all the requirements, provisions and obligations determined for open contests, except for registration with the Entity that has jurisdiction over the work site.

- b) In terms of Contest scale, it will be established by the Organising Entity, and eligible Participants will include all architects who have a real address in the jurisdiction and are licensed or registered with the incumbent Entity in the area in accordance with the Terms and Conditions. In this respect, Contests are classified into:
- **1. Local:** The jurisdiction is the municipal territory.
- **2. Provincial**: The jurisdiction is the provincial territory defined in the Terms and Conditions
- **3. Regional**: Contests having more than one provincial jurisdiction.
- **4. National**: Contests covering the entire jurisdiction of the Argentine Republic.
- **5. International:** Contests admitting the participation of architects from foreign countries for a project in Argentina or Contests carried out abroad in which Argentine architects are

invited to participate. In both cases, Participants must belong to an Entity that is a member of the respective National Federation.

- c) Based on the depth of the studies to be performed, Contests are classified as follows:
- 1. **Ideas:** Contests requiring submission the design, floor plan, elevations or sections, diagrams or any other graphic or written element, in the indispensable preliminary way to express the scope of the work and the interpretation of the Programme, which in this case shall be broad in nature.
- 2. Preliminary Designs: Contests requiring Participants to submit floor plans, sections, views and other graphic elements required to provide a general expression of the proposed work, and any other accessory element required for the same purpose. These contests can include one or two tests. In contests with two tests, the first one will be designed to select the Participants that will compete for the second Test, but without any qualification (see Annex).
- 3. **Projects:** Contests requiring Participants to submit the general floor plans, elevations and sections, and construction and detail plans, installation and structure plans, the Terms and Conditions and the Budget; all of which in the aggregate will enable carrying out the bidding process and the execution of the works and the respective Technical Reports.
- 4. Project and Lump Sum: Contests requiring Participants, in addition to including all the abovementioned items, to attach to the project the commitment of a contractor to carry out the works for the price previously determined in the Terms and Conditions, which will also stipulate the provisions that the contractor must meet. The Jury will only evaluate the quality of the project presented, excluding from the evaluation the economic offer of the contractor, and preserving the identity of the contractor anonymous.
- 5. **Monographs, Methodologies, Scripts and Background**: Contests to select professionals to act as Work Director, conduct research tasks, apply for grants, etc.
- 6. Technical Feasibility: Contests organised to have a certain number of design projects or supplementary projects, that meet the minimum requirements to qualify for a second competition, mainly a price competition, for their materialisation. For projects qualified as technically feasible, a fixed payment will be made, which will be considered an advance on future fees, in the event the work is commissioned.
- 7. **Other:** By analogy, identical criteria will be applied to Contests of Urban Development, Urban and Regional Planning, and/or Urban Project Research.

VI – TERMS AND CONDITIONS AND PROGRAMMES

- **Art. 19.** The Terms and Conditions and the Programme will be aligned with the general guidelines and objectives of these Rules, and the Entity will be fully responsible for their interpretation and application.
- **Art. 20.** In the drafting of the Terms and Conditions, a paramount consideration is that the purpose of this document is to inform Participants in the clearest possible way of the needs of the Promoter and putting all parties involved in the Contest on an equal footing. To that end, the Terms and Conditions should:
- a) Declare the purpose and establish the form of the Contest;
- b) Ensure strict compliance with the Terms and Conditions by Participants and the Jury:
- c) Set the date, time and venue/s for the submission of the projects and the conditions that Participants must meet;
- d) Establish the enquiry period and the way in which enquiries will be made, keeping Participants anonymous;
- e) Disclose the manner in which the Jury will be formed;
- f) Provide information on the ground/site (dimensions, elevations, orientation, weather conditions on site, underground characteristics, immediate and mid-range surroundings, accessibility, infrastructure networks, etc.) in Contests for Preliminary Designs or contests requiring more accuracy;

- g) Formulate the Programme of Needs with surfaces and/or necessary volumes, specifying the partial uses, etc.;
- h) Determine a consistent way of presentation, requiring only the indispensable elements, and clearly specifying, as applicable: the drawings that must be presented, the scale, dimension and quantity of panels, the orientation of floor plans, number and type of perspectives, spreadsheets, computations, descriptive report, terms and conditions and budget, and in general, all information required for the purpose of the Contest, which must be strictly complied with;
- i) Set the number and amount of prizes and other compensations, in accordance with Chapter IX of these Rules, and specify the dates of payment of said prizes and compensations;
- j) Set the terms for the Advisor Board to give an opinion and for the Jury to fulfil its task, and set the date and place for the exhibition of at least all the winning projects;
- k) Clearly define the mutual obligations of the Contest Promoter and the winners, assuming that the Terms and Conditions of all Contests are characterised as a preliminary contract between the Promoter and Participants;
- I) Notify Participants of the obligation to have purchased the Terms and Conditions and the deliver the receipt as proof, in the envelope containing the Affidavit. This receipt will be anonymous in nature and may be attached to the outside of the envelope.
- **Art. 21.** The Terms and Conditions and the Programme shall make a strict distinction between the conditions that are mandatory and the conditions that allow Participants freedom of interpretation. Furthermore, the functional requirements that are to be considered essential should be specified clearly, to avoid any ambiguous interpretation. When a limit is set for covered surface areas, the tolerance margin should be specified in the Terms and Conditions.
- **Art. 22.** In international contests, the Terms and Conditions shall be compatible with the Contest Rules of the International Union of Architects (IUA).

VII - ADVISORS

Art. 23. For each Contest, the Executive Board of the Organising Entity will designate an Advisor and two Alternates from its Pool of Advisors. In all cases, the Advisor Board will comprise at least one representative from the Entity.

To be appointed Advisor on behalf of the Organising Entity, members should have an architect's degree with five (5) years of experience after graduation, and two (2) years of seniority as member registered with the Federation's Member Entity.

It is recommended to appoint the Advisor/s at the same time that arrangements are being made with the Promoter, before drawing up the Contest Budget.

Art. 24. The Advisors will have the following duties:

- a) Draft the Programme and the Terms and Conditions of the Contest, in accordance with the input of Promoters, the provisions of these Rules and the laws, ordinances and regulations in force. The Advisors must take into account the period of time that it will take the Jury to fulfil its duties in accordance with the Contest significance.
- b) Obtain the Entity's approval of the Terms and Conditions, and the Promoter's approval of the Programme.
- c) Organise the Call and send the Terms and Conditions and their annexes to all the Entities in the Federation.
- d) Respond, in accordance with the procedure determined in the Terms and Conditions, the questions or clarifications formulated anonymously by Participants.
- e) Ask Entities to send an updated list of their Jury Body and use it to prepare a roster that will be used to select the Jury members by election or draw. Once the selection takes place, send a report to the Federation with the names of the Jury members.
- f) Receive through a third party the projects submitted, ensuring through the use of a password that Participants' identity remains anonymous, and draft a report indicating the

projects received, those rejected and those with observations.

- g) Convene the Jury, deliver the projects and the report mentioned in f) above, and take part in the meeting, with the right to issue an opinion on the interpretation that Participants have made of the Terms and Conditions, ensuring that all mandatory provisions are met.
- h) Sign jointly with the Jury the Minutes of the Jury's Verdict, indicating, if applicable, any discrepancies it may have, and communicate the result of the Contest to the Promoter, the Federation, the Organising Entity, the winners and the press.
- i) Members of the Pools of Advisors of the federated Entities are especially disqualified to participate as Advisors in Contests that are not sponsored by the Federation.

VIII - JURY

- **Art. 25.** To be a Jury Member of the Federation, architects must be members in good standing of the Member Entity and full or life member or licensed professional registered with a member Entity, with two years of seniority as registered member and five years of experience after graduation.
- **Art. 26.** The Jury for any Contest organised by the Federation will comprise, at least, representatives of the Federation, the Organising or Sponsoring Entity; the Promoter (preferably architects), and the Participants. When the topic of the call requires it, subject matter specialists may be part of the Jury.
- **Art. 27.** The Jury formed for a Contest will select a Chair and grant the prizes by the direct vote of its members by simple majority. In the event of a tie, the President will cast a double vote. All members serving on the Jury will be nominative and shall serve from their appointment to the verdict, except for death or health reasons.
- **Art. 28.** The Jury Body for the Contests of the Federation will comprise a proportional representation of all member Entities, in accordance with the following scale:

15 to 50 full, life and licensed members	1 Juror
51 to 100	2
101 to 200	3
201 to 300	
301 to 400	
401 to 500	
501 to 600	7
601 to 700	
701 to 800	9
801 to 900	
901 to 1,000	11
1,001 to 1,250	12
1,251 to 1,500	13
1,501 to 1,750	14
1,751 to 2,000	15

2,001 to 2,500	16
2,501 to 3,000	17
3,001 to 3,500	18
3,501 to 4,000	
4,001 to 5,000	

Thereafter, there will be one additional representative for every 500 qualified licensed professionals or members of the respective association.

The election of those representatives will follow the procedures set forth in the Bylaws of each Entity, and the list of Jurors will be immediately communicated to the Executive Council of the Federation and to the rest of the Entities.

When a Contest is publicly open, the list will be kept until the Contest is closed. The Advisor will obtain this list, even after requesting its update, in the case that one or all members have completed their term. The Jury Body of the Federation will be exclusively comprised of regular Jurors of each Entity. The Entity will be entitled to fill any open positions with alternate representatives, who will serve either temporarily or definitively.

Art. 29. In any Contest sponsored by the Federation, the representative of the Federation will be chosen by a draw conducted among the members of the Federation's Jury Body, and organised by the Executive Board of the Organising Entity. The same criterion will be used to choose the Jury members representing the Organising Entity.

The representative of Participants will be chosen by the Participants' vote, among the members of the Jury Body of the Federation that have accepted to take part in the Contest. If for the conformation of the Jury specialists in certain topics are required, they will be appointed by common consent between the Promoter and the Organising Entity.

Art. 30. The members of the Jury Board participating in a Contest or meeting the requirements specified in article 15 will communicate this circumstance sufficiently in advance in order to be excluded from the Jury list of the Federation or the Organising Entity, as the case may be. In the Two-Test Contest, the Jury must necessarily have the same members in both instances.

The Advisor will be tasked with making arrangements for the Jury to grant its decision with the proven presence of all its members.

Art. 31. The rights and obligations of the Jury are:

- a) Accept the conditions of these Rules, the Contest Terms and Conditions, and observe the mandatory provisions mentioned in article 21 above.
- b) Receive from the Advisor Board the projects that have been entered to the Contest and their respective report.
- c) Visit the site where the work that is the purpose of the Contest will be carried out.
- d) Study at the plenary meeting the Terms and Conditions, the Programme, Consultation, answers and clarifications, and issue any standards for carrying out its tasks, to ensure the assessment of the projects.
- e) Interpret, after consulting with the Advisor Board, any potential inaccuracies in the Terms and Conditions, the Programme and the Annexes, as well as the answers or clarifications issued by the Advisor Board in response to Participants' questions.
- f) Exclude from the Contest any projects that fail to meet the mandatory provisions of the Terms and Conditions and the Programme, and any disqualified entries, in accordance with article 24.
- g) Form a critical opinion of all the projects that won prizes and mentions. A critical opinion will be optional for the rest of the projects submitted.
- h) Grant the prizes and other distinctions mentioned in the Terms and Conditions, as well as honorary mentions, whenever it deems appropriate.

- i) Draft the minutes, to put on record the result of the Contest, explaining the application of paragraphs d), g) and h), and if applicable, paragraph f).
- **Art. 32.** To declare that there is no worthy candidate for any prize in a Contest, the Jury must quote the grounds for that measure. The Contest shall not be declared null and void if the defects in the projects submitted arise from faults in the Terms and Conditions.
- **Art. 33.** The Jury shall pronounce its verdict, which will be without recourse, within the period set in the Terms and Conditions. The vote will be nominal, and the results will be placed on record and published in the FADEA bulletin and/or the bulletin of member Entities and communicated to the press.
- **Art. 34.** Jury members will be disqualified from participating in any Contests that have been rejected by the Federation or which do not comply with the general guidelines of these Contest Rules.

IX. COMPENSATION

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- **Art. 35.** The amount of the prizes, the fees for Jury members and Advisors, and the expenses for the organisation or sponsorship of a Contest will be determined in accordance with the value of a project based on its actual estimated costs. This value, set by the square metre, is of an illustrative nature, for the sole purpose of preparing the Terms and Conditions. When the project value cannot be determined or when it is out of proportion with the project importance, and when the Contest is for an Urban Development, the amounts of the Prizes, Fees and Expenses shall be fair and compensatory, and shall be established by the Organising Entity.
- **Art. 36.** The global cost of a contest is estimated at 1.2% of the value of the project/work. Of this cost, 35% will be allocated to pay the fees and expenses of the Advisors, Jury members and the Organizing Entity. The remaining 65% will be allocated to the Prizes.
- **Art. 37.** The amount of the First Prize will be deemed an advance on the fees that will be paid, set by the Professional Association of the jurisdiction where the work is located, in accordance with laws governing professional fees, either of a public or supplementary nature.
- **Art. 38.** In Two-Test Contests, a fee must be set for all Participants admitted to the second test. Said amount will be equivalent to 50% of the amount allocated to the total prizes as per article 36 and will be divided in equal parts to be allocated to each of the Participants admitted to the second test.
- **Art. 39.** In all Contests, the Promoter will be required to hire the Participant who has been awarded the First Prize for the project that was the subject matter of the Contest, with the recommendation that Contest winners participate in the potential subsequent stage of the Contest. The same recommendation applies to the Technical Direction of the work.
- **Art. 40.** If the contract is not formalised within the term specified in the Terms and Conditions, the winner will be entitled to receive the professional fees for the study level of the Contest which it would have received as an advance payment for the First Prize. Additionally, the winner will be entitled to receive the compensation of fee determined for loss of income for any projects contracted and unilaterally terminated. If once the contract has been signed the Promoter decides not carry out the project, the Promoter shall pay the amounts equivalent to the work done, and any expenses incurred

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Entity.

Advisor

- **Art. 41.** The fees for each Jury member of a Contest will be taken as a unit of measure to determine the rest of the fees, which will be as follows, for illustration purposes:
- Advisor: five (5) times the fee of each Jury member.
- Organising Entity: seven (7) times the fee of each Jury member. It can be reduced by 25% for small-scale projects and increased by 505 for International Contests.
- Sponsoring Entity: three (3) times the fee of each Jury member.
- Federation: two (2) times the fee of each Jury member.
- **Art. 42.** When more than fifty projects are submitted in a Contest, the fee of each Jury member will increase by 1% per additional project, in addition to the total cost of the contest.

In Two-Test Contests, the fees of the Advisor will be increased by 25%, and the fees of all Jury members will be increased by 50%.

X. PENALTIES

- **Art. 43**. The Organising or Sponsoring Entity of the Contest must report the fact that the Contest is being organised to the Executive Council of the Federation. In the event it failed to do so, it will be subject to a financial penalty equivalent to a certain number of member dues (between one and twelve) depending on the severity of the delay in reporting the Contest organisation. The penalty shall be applied by the Steering Committee of the Federation.
- **Art. 44.** The Federation will reject Contests that are contrary to the principles of ethics or fair and free professional practice. In those cases, it will be prohibited for the members and license holders of the Federated Entities to take part in those Contests, and disciplinary sanctions will be applied through the Ethics Committee or the Disciplinary Board of the relevant entity to any member in breach of this provision. The sanctioned individuals will be ineligible to participate in any Contests organised by the Federation's Member Entity as long as the sanction lasts.
- **Art. 45.** The Members of Juries or Advisor Boards are not eligible to participate in those capacities in any Contests rejected by the Federation in accordance with article 34. In the event of noncompliance, they will be permanently disqualified to act in the abovementioned capacities, and will be liable to the sanctions that the Federation or the corresponding Entity decides to apply to them.
- **Art. 46.** If the complaint foreseen in article 16 on the performance of Jury members or Advisors proves to be valid, the Executive Council of the Federation will refer the case to the Ethics Committee or the Disciplinary Board of the Entity of origin, for the relevant sanction to be determined.
- **Art. 47.** No Participant will be able to submit complaints to the Promoter, or resort to any propaganda to discredit Jury members, Advisors or other Participants. Any Participant found to be in breach of these provisions will be subject to the relevant sanctions, following the intervention of the Ethics Committee or the Disciplinary Board of the Entity acting as organiser or Promoter of the Contest.

Likewise, all the Participants of Two-Test Contests who, having passed the First Test give up the competition, will also be sanctioned.

- **Art. 48.** Any Jury member who fails to provide an answer in two Contests –unless the Jury member takes part in them as Participant and declines the role of Jury member will be excluded from the Jury by the Executive Council of the Federation until the end of the tenure.
- Art. 49. All decisions of Ethics Committees or Disciplinary Boards associated with

Contests will be communicated to the Federation, which will create and disseminate a permanent record of sanctioned individuals.

XI. FORMALITIES

- **Art. 50.** All project entries for a Contest sponsored by the Federation shall comply with the following rules:
- a) The projects and the packaging or envelopes containing them will not have any sign or label that enables them to be identified.
- b) Participants cannot reveal the identity of their projects or maintain communications about the Contest with any Jury members, Advisors or the Promoter, except in the manner set forth in the Terms and Conditions.
- c) With each project, Participants will deliver a sealed envelope, with the name of the Architect they appoint to represent them at the Jury written on the envelope. Inside, there will be another envelope, without any label, containing an affidavit indicating that the project is their own personal work, conceived by the Participant and designed under their immediate direction. The affidavit must also include the name and address of the author, degree, entity to which they belong, number of professional license and member number, and the date when the license was granted.
- d) Upon receipt of the projects, the Advisor Board will deliver a numbered receipt and prepare a secret password to identify the projects with another number or letter, unknown to the Participant, with which the project and the enveloped will be labelled. This password will be kept by the Advisor Board in a closed envelope until the awarding of the prizes.
- e) The projects will be received at the venues of all the Entities in the Federation, designated by the Advisor Board, o, and in accordance with this procedure:
- 1. A triplicate receipt will be prepared, indicating the number of elements comprised in the submission, which will be numbered correlatively starting at one (1). The original copy will be delivered to the Participant; the Advisor will keep the duplicate, and attach the relevant envelope, and the receiving Entity will keep the triplicate.
- 2. The receipt number will be written in pencil on the elements comprised in the submission.
- After the deadline for Contest entries, a duplicable record of receipt will be drafted, indicating the number of projects received, the elements comprised in each of them, and the votes cast to elect the Jury. The original will be delivered to the Advisor Board.
- 4. Immediately after they are received, the projects will be sent to the Advisor Board, with the duplicates of the receipts and the receipt record, conveniently packed.
- 5. Once all projects are received, the Advisor Board will prepare the secret password for identification purposes, will list the Jury members that will represent the Participants, and in a public act will conduct a draw to determine the rest of the Jury members.
- **Art. 51.** The envelopes for the winning projects will be opened by the Advisor Board once the prizes are awarded, and in the presence of the Jury, the Promoter's representatives and the Organising Entity. If the content of any envelope does not comply with the Terms and Conditions, the project will be excluded from the Contest, and the Jury will perform a new award, following the order established in the verdict.
- **Art. 52.** In Two-Test Contests, communication with Participants for the second test will be through a third party, using the receipt number as a password. The envelopes containing the Participants' names will not be opened until after the final verdict.
- **Art. 53.** Once the Jury issues its verdict, all the works admitted to the Contest will be publicly disclosed. The winning works and the works that the Jury considers of interest will be disclosed jointly with the critical judgment issued by the jury.

XII. INTELLECTUAL PROPERTY

Art. 54. The authors of the projects submitted keep the intellectual property rights in accordance with the guarantees provided by current laws and regulations. The projects will not be modified without the author's consent.

Art. 55. The winning project will become the property of the Promoter, which may not use another preliminary project or task that have been part of the contest without an express agreement with the author. In all cases, the author keeps the right of recovery, unless the Terms and Conditions determine otherwise.

REFERENCE DATABASE

Conclusions of the National Seminar on Architecture Contests, Córdoba / August 2005

Proposal of the Architect Association of Corrientes / 2006

Proposal of the Architect Association of Tucumán / 2005

Suggestions of the Architect Association of Salta / 2006

Proposal of the Architect Association of Neuquén / 2006

Regulation of Architecture and Urban Development Contests of the Architect Association of Santa Fe / 1995

Law No. 708 and Law No. 1004 / Fees of Neuguén Province / 1977

Proposals and suggestions of the Delegates of the Entities attending the Extraordinary Meeting of FADEA held in Córdoba Province on November 2, 2007.

ANNEX to Article 18 Paragraph C Item 2

Two-Test Contest for Preliminary Designs

General Guidelines

This modality will be governed by a single body of Terms and Conditions, since both Tests are a single and indissoluble part of the same Call.

The Terms and Conditions will clearly state and regulate this modality, its scope, and the obligations of the Organising Entity and the Participants.

Participants who pass the First Test and go on to the Second Test will have an obligation to continue until the end of the Contest. Failure to do so will lead to the sanctions established in Chapter X of these Contest Rules.

Under no circumstances or justification may the Contest be declared resolved or suspended by the Promoter once the First Test is judged, even if among other causes, the minimum number of participants to take part in the Second Test is not reached.

For the purpose of dissemination, the definition of both instances and the date and time of their opening and closing should be clearly established.

The number of participants that must proceed to the Second Test will be established by the Advisor in the Terms and Conditions. Said number will depend on the participation of professionals (Art. 18 - a) and the scale of the Contest (Art. 18 - b of these Contest Rules), as well as its magnitude and importance.