

## Architectural Services Terms of Reference (ToR)

ToR #: 123456

### 1. Introduction:

This document outlines the terms and conditions for the architectural services provided by **sahand's atelier** to [Client Name] for the project [Project Name]. By signing this document, both parties agree to the terms and processes described herein.

### 2. Design Principles and Ethical Guidelines:

As the architect overseeing the project, I hold a set of design principles and ethical guidelines that are integral to my professional practice and uphold the integrity of the architectural field. These principles are rooted in delivering innovative, functional, and aesthetically pleasing designs while adhering to ethical standards that protect my reputation and the value of the built environment.

- A. **Originality and Innovation:** I am committed to creating unique and original designs that reflect the distinct needs and vision of each project. I do not engage in or accept requests for copycat designs that replicate existing works, as this goes against the spirit of creativity and innovation. My designs carry a distinct stylistic approach that reflects my professional identity. While I am open to tailoring designs to suit your needs, it's important to note that significant deviations from my established style or unrealistic expectations of radical stylistic shifts will provide me the right to discontinue work on the project without refunds, regardless of the phase.
- B. **Appropriateness and Functionality:** Designs should be tailored to suit the intended purpose and functionality of the space. I will not produce designs that are inappropriate or unsuitable for their intended use, as such designs can compromise the usability and safety of the built environment.
- C. **Respect for Context:** I recognize the importance of architectural harmony within the surrounding context. I will not produce designs that disrupt or clash with the existing architectural fabric, aiming instead to enhance the environment through thoughtful integration.
- D. **Ethics:** I uphold a strict code of ethics in my practice. I will not engage in any design that undermines the well-being of individuals, communities, or the environment. I will not participate in projects that involve illicit or unethical activities. I reserve the right to decline projects that may damage my professional reputation.
- E. **Quality and Longevity:** I am committed to designs that stand the test of time. I will not compromise on quality or cut corners to deliver a subpar product. My designs prioritize longevity, durability, and sustainability.

By engaging my services, you acknowledge and agree to respect these design principles and ethical guidelines. Together, we can create spaces that reflect innovation, and a commitment to excellent design practices.

3. Design Process:

1. **Initial Consultation:** We will meet to discuss your project goals, requirements, and vision. This consultation will help us understand your needs and develop a design strategy.
2. **Conceptual Design:** Based on our discussions, we will create preliminary design concepts that reflect your vision and objectives.
3. **Design Development:** Once the concept is approved, we will refine and develop the design, including spatial layouts, materials, and overall aesthetics.
4. **Client Review:** We will present the developed design to you for review and feedback, ensuring that your preferences are integrated into the design.
5. **Final Design:** After incorporating your feedback, we will finalize the design, including detailed drawings, specifications, and any necessary documentation.

4. Service Fees

The service fees are listed in the approved invoice to which this ToR is annexed, and can be subject to adjustments or discounts.

Invoice #: 123456

5. Payment Process:

| Service              | Description                                                                                   | Note                                                                                                                                 | Percentage of the total fee % |
|----------------------|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| Initial Consultation | Discuss your project goals, requirements, and vision. Agreement on design service fees.       | The initial consultation is offered at no charge.                                                                                    | 0%                            |
| Conceptual Design    | Preliminary design concepts                                                                   | This amount covers the initial consultation and the preliminary design concepts. This fee is due before work on the concepts begins. | 25%                           |
| Design Development*  | Main design development phase.                                                                | This payment covers the design development phase and is due before the work on the main design development begins.                   | 50%                           |
| Client Review        | Feedback and minor modification phase.                                                        | One round of feedback with minor changes is offered at no charge. While additional rounds will cost a 15% surcharge.                 | 0%                            |
| Final Design         | The full design, including detailed drawings, specifications, and any necessary documentation | The amount will be due upon finalization of the design and before the delivery of the final design documents.                        | 25%                           |

**5. Revisions and Changes:**

Minor revisions to the design will be accommodated during the design development phase. However, significant design changes requested after the final design phase may incur additional fees and extend the project timeline.

**6. Project Timeline:**

The estimated project timeline will be provided at the commencement of the project. Any delays caused by the client or unforeseen circumstances may impact the timeline and may result in additional fees.

**7. Confidentiality:**

All project-related information and documents shared between the parties will be treated with strict confidentiality.

**8. Termination:**

Either party may terminate the agreement in writing if the other party fails to meet their obligations. Termination may result in compensation based on the work completed up to that point.

**9. Governing Law:**

This agreement is governed by the laws of Iraq where sahand's atelier is based, enforced by Kurdistan Engineers Union (KEU) - article #15 of 1999 issued by the Kurdistan Parliament .

**By signing below, I acknowledge my understanding and agreement to the terms outlined in this document.**

Client Name & Signature: \_\_\_\_\_ Date: \_\_\_\_\_