

## Cautionary Note 14: Undertaking Pro Bono Work in a Safe and Professional Way

### Background

A recent NZRAB investigation involved an Architect undertaking work pro bono. The finding in this case was that the Architect breached [Code of Ethics Rule 58A](#) due to the failure to provide written terms of appointment to the client (a community organisation) that they agreed to undertake work for as a member volunteer.

### Why is it important to have a signed agreement?

In addition to being a requirement of NZRAB Architects' Code of Ethics, a signed agreement describes/provides:

- the agreed obligations of all parties and scope of work,
- certainty of agreed terms and conditions of engagement,
- limitation on level and duration of liability in contract,
- proportionate liability (not joint and several),
- ownership of any new intellectual property created in delivering the services.

A signed agreement also evidences that an Architect is practicing competently (as required under [Rule 7 Registered Architects Rules 2006](#)) to the minimum standard of a registered architect, demonstrating the ability to act with professional judgement and responsibility.

### Lessons for the Architect

Whilst the Board does not hold any expectation, nor advocate for an Architect to undertake work pro bono, it is not uncommon for Architects to find themselves in a position where they are being asked to provide a service at no charge or at a significantly discounted charge. Examples may include a Board of Trustees, or a charitable or membership organisation that the Architect has an association with.

### A written agreement is essential

Any pro bono work that an Architect elects to undertake must comply with the Code of Ethics. Rule 58A states the conditions that must be met for an Architect to provide professional services. Although often voluntary in nature and without payment for services, pro bono work is still a professional service and as such it needs to comply with Rule 58A. An architect can only provide professional services if there is written terms of appointment and an instruction from the client to proceed following agreement of the written terms of appointment. Further, the written terms must cover the scope of the work, the allocation of responsibilities, any limitation of responsibilities, and fees.

[The New Zealand Institute of Architects \(Institute\)](#) has a range of contract resources available to its members for different scales of project (e.g., Agreement for Architects Services – Small Projects, Short form, AAS 2018).



Gina Jones  
Chair

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