



**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF THE
INSTITUTE OF INDIAN INTERIOR DESIGNERS**

(FORMERLY INDIAN INSTITUTE OF INTERIOR DESIGNERS)
(REGISTERED UNDER THE KARNATAKA SOCIETIES REGISTRATION ACT, 1960)
REGISTRATION NO. 17 of 1972

AS AMENDED AT SPECIAL GENERAL MEETING ON 23rd January 2016

REGISTERED OFFICE: PLYWOOD COLONY, DANDELI 518328, N.K., KARNATAKA, INDIA
HEAD OFFICE (ADMIN): 109, SUMER KENDRA, PANDURANG BUDHKAR MARG, WORLI, MUMBAI-400018, INDIA

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PART A: GENERAL

1. The name of the Association, hereinafter called the "Institute", shall be: "INSTITUTE OF INDIAN INTERIOR DESIGNERS", shortly termed as "IIID".
2. The Mission of the Institute will be to consolidate and expand the contribution of the Interior Design profession towards improving quality of life in contemporary and future societies by the sharing of knowledge and experience and the understanding of responsibilities.
3. Founded in the year 1972 as " Indian Institute of Interior Designers" the name was changed to "INSTITUTE OF INDIAN INTERIOR DESIGNERS" in response to a Government Notification in the year 2006 restraining the use of the term "INDIAN" as prefix to the name of any non-government Institute. Hence, any and all past/previous correspondence, certificates, documents etc. bearing the original name "Indian Institute of Interior Designers" shall now be read as "Institute of Indian Interior Designers" and considered official and valid, unless otherwise notified by the Institute.
4. The registered office of the Institute shall be situated at Plywood Colony, Dandeli 518328, N.K., in Karnataka State. The General Body at an Annual General Meeting or Special General Meeting, called as per provisions made for the purpose, by a vote of 75% majority of the members present and eligible to vote may shift the registered office to a suitable place in India or c/o the Head Office (Admin) for the time being, provided that all statutory obligations of shifting the registration of the Institute will be met with.
5. The Institute shall have a common seal which shall have inscribed thereon the name "Institute of Indian Interior Designers" and the words "India". This common seal shall be kept in safe custody in the Head Office of the Institute and shall be used for affixation on certificates to be issued, instruments to be executed, on behalf of the Institute by the President/Office Bearers and in the presence of minimum two office bearers, or for a specific task as approved and directed and authorized by the National Executive Committee to the office bearers.
6. No Member, Officer, Committee, Employee, Agent or other representatives of the Institute, howsoever and wherever described shall have the right or authority to expend any of the funds of the Institute, to incur any liability for or on its behalf, or make any commitments which may be deemed to bind the Institute to any expenses or involve it in any financial liability, without the express authority and sanction of the National Executive Committee. Nothing herein shall constitute Members of the Society/Institute as partners for any purpose. No member, agent or employee of the Institute shall be liable for the acts of failures to action on the part of any other member, officer, agent or employee of the Institute, nor shall any member, officer, agent or employee be liable or explainable to a third party for anything whatsoever concerning the affairs of the Institute.
7. The income and property of the Institute, from wherever derived, shall be applied solely towards the promotion of the objects of the Institute as set forth in this Memorandum and Articles of Association, and no portion thereof shall be paid or transferred directly or

Indirectly by way of dividend, gift, division, bonus, gain or otherwise howsoever by way of profit, to the members of the Institute.

8. Every member of the Institute undertakes to contribute to the assets of the Institute in the event of the same being wound up during the time that he, it, or they are a member, or within one year afterwards, for payment of the debts and liabilities of the Institute contracted before the item at which he, it, or they cease or ceased to be a member and of the costs, charges and expenses of winding up the same, and for adjustments of the rights of the contributories amongst themselves such amount as may be required and not exceeding Rupees One Thousand only per each member.
9. No movable or immovable assets of the Institute at HO, any chapter or center shall be disposed of without the prior sanction of the members of the NEC up to a maximum initial value of Rupees One Lakh Only. For any assets of initial value above Rupees One Lac the General Body of the Institute can sanction and authorize such a disposal after a due notice of minimum 21 days for a Special Meeting to be called for the purpose, and with a vote in favour of such action by not less than 60% of votes by the total number of members present and eligible to vote.
10. The Institute may have several branches by way of Chapters and/or Centers. Establishment and governance of such chapters and/or centers shall be as per Bye-Laws of rules and regulations to be made hereunder by the NEC of the Institute which shall specify necessary terms and conditions for establishment thereof including but not limited to the area, number of members, qualifications, fees etc.
11. The following words and expressions shall have the meaning respectively indicated, unless there be something in the subject matter or context repugnant thereto.
12. DEFINITIONS
 - a. *"The Act"* means Karnataka Societies Registration Act, 1960.
 - b. *"The Institute"* or *"The Society"* means the Institute of Indian Interior Designers, shortly termed *"IIID"*, and its sub-units (branches) wherever located.
 - c. *"Constitution"* means the Memorandum and Articles of Association of the Institute.
 - d. *"Bye-laws"* means bye-laws passed by the National Executive Committee to conduct affairs of regional units and their other administrative affairs/matters.
 - e. *"Rules and Regulations"* means the rules and regulations framed by the National Executive Committee for conducting the affairs of the Institute as incorporated in the Memorandum and Articles of Association of the Institute.
 - f. The *"Registered Office"* means the registered office of the Institute at Dandeli, or wherever shifted as per provisions of the Constitution.
 - g. *"Head Office"* means the administrative office of the Institute wherever located for the time being. Shortly termed as *"HO"*.
 - h. *"National Executive Committee"* means the Governing Body or elected Executive Committee of eligible members of the Institute. Shortly termed as *"NEC"*
 - i. *"Managing Committee"* means the ad-hoc appointed or the elected committee of eligible members for branches of the Institute called Regional Chapter or Center. Shortly termed as *"MC"*

- j. *"Month"* means the Calendar month.
- k. *"Year"* means Fiscal Year, from 1 April to 31 March of the next calendar year.
- l. *"Notice"* means all written communications to members.
- m. *"AGM"* means Annual General Body Meeting
- n. *"SGM"* means Special General Body Meeting.

13. EXPRESSIONS

- a. *"In Writing"* and *"Written"* includes printing, lithography, photography and typewriting and all other electronic communication modes of representing or reproducing words in visible form, including e-mail.
- b. Words which have a special meaning assigned to them in the Act have the same meaning in these present.
- c. Words importing the singular number include the plural, and the converse.
- d. Words importing male include female.
- e. Words importing persons include corporation, company and/or firms, partnership LLP or otherwise.

PART B: OBJECTS OF THE INSTITUTE

The Institute is established to advance the standards of Interior Design and Implementation, to uphold a Code of Ethics and Best Practice Policies, in professional, public and trade relations, for mutual benefit to members of the Institute and society in general, and to promote initiatives to improve the art, practice and profession of Interior design and related manufacturing, trades & services as specifically described here below:

1. To advance the standards of Interior Design Practice, along with materials, products and associated services related to the field of Interior Design and Implementation.
2. To promote and recommend high quality of instruction in Universities and specialized professional colleges and institutes of education which impart training in Interior Design, covering aspects of environmental and social responsibility and to encourage studies which may make known the nature and merits of such improvements, innovations, processes, materials and designs which may be used by members of the Institute and society at large.
3. To promote research and other scientific work in connection with the education, profession and practice of Interior Design and to encourage practical co-operation and harmonious relations among Interior designers and other artists and service providers along with the supplying trades and manufacturers of materials related to Interior Design and Implementation.
4. To found, maintain and endow scholarships and bursaries for the remuneration, instruction and support of research students or persons studying the principles involved in or connected with any of the said trades or industries.
5. To prepare, edit, print, publish, issue, acquire and circulate books, papers, periodicals, gazettes, circulars and other literary undertakings whether in print or digital form, treating of or bearing upon all or any of the said trades or industries
6. To establish, form and maintain museums, libraries and collections of literature, statistics, scientific data and other information or objects related to Interior Design and Implementation and allied professions.
7. To organize various events, such as conventions, seminars, lectures, presentations workshops, technical sessions etc. for exchange of knowledge and information for the continuing education of the members and society at large and exhibitions, competitions and other events for creating awareness about the objects and activities of the Institute and developments in the field of Interior design and implementation.
8. To establish, maintain, control and manage branches by way of Regional Chapters & Centres of the Institute and from time to time to determine the constitution, rights, privileges, obligations and duties of such branches and when thought fit, to dissolve or modify the same, based on these Memorandum and Articles of Association.

9. To associate and collaborate with other similar, relevant and active associations or institutes in India and abroad, related to the field of Interior Design and Implementation.
10. To maintain professional and business ethics among the members who are devoted to Interior designing or any related trade or services.
11. To establish, promote, co-operate with, become a member of, act as or appoint agents or delegates for, control, manage, superintend or afford non-financial or other assistance to the work of any other association and institution and other related trade and services.
12. To prepare the Institute to be registered or recognized in any foreign country or place, or to open chapters or centers of the Institute outside India after lawfully complying with procedures prevailing in the respective Country/State/City for the purpose of exchange of knowledge and information of scientific research and innovations and products and services useful and relevant in the practice of Interior Design and Implementation.
13. To apply to Government Departments, Local Government Authorities or other public bodies or to corporations, companies or persons for, and to accept grants of money and of land, donations, gifts, subscriptions, sponsorship and other assistance for promoting the objects of the Institute, and to discuss and negotiate with them for and only on matters within the objects of the Institute, while at all times conforming to proper conditions upon which such grants and other payments may be made by them.
14. To raise money for the Institute, every member shall have a right to donate unconditionally any sum of money to the Institute. However, the Institute shall not borrow or raise any money upon any terms and in particular by the issue of bonds, debentures, bills of exchange, promissory notes or other obligations or securities of the Institute or by mortgage or charge of all or any part of the property of the Institute.
15. To purchase, take on lease or hire or otherwise acquire any movable or immovable property and in particular any land, buildings, workshops, laboratories, apparatus, appliances and right or privileges necessary or convenient for the purposes of the Institute, and to construct, erect, alter, improve, and maintain any buildings, which may be from time to time required for the purpose of the Institute but not to develop to sell, demise, let, mortgage, dispose off, turn to account, encumber or otherwise deal with all or part of the same.
16. To retain or employ skilled, professional or technical advisers or workers in connection with the objects of the Institute, and to pay therefore such fees or remuneration, as may be thought expedient.
17. To do all such other lawful things as may be identical to or conducive to the attainment of the above objects.
18. To file/defend suits and legal actions for/ against the Institute as may be deemed necessary in the interest of the Institute.

PART C: ARTICLES OF ASSOCIATION

ARTICLE I MEMBERSHIP :

- 1.1 All persons who qualify under the regulations and code of conduct of the Institute shall be eligible for membership. Application for membership in respective categories shall be submitted in writing on the official form issued by the Institute along with copies of the stipulated proof of qualifications. The Applicant shall also provide all such other information as may be called for by the Institute who have sole authority in the approval of membership.
- 1.2 Membership of the Institute will be granted to an individual or a firm, under any ONE of the categories, provided the individual or the firm fulfils the qualification requirement as outlined against each category and after an application for membership is scrutinized and approved by the NEC of the Institute. Membership is granted only of the Institute and not that of any chapter or center. The HO will directly, or through a proximate chapter/centre, administer the membership of those who are in areas not covered under any chapter or center.
- 1.3 The acceptance and confirmation of membership shall be informed and sent to the applicant by The Head Office only. IIID reserves the right to grant or reject membership to any person, without assigning any reasons.

ARTICLE II CLASSIFICATION OF MEMBERS:

2.1 ASSOCIATE MEMBER:

- 2.1.1 Membership under this category will be granted to individuals who meet the following criteria:

Completion of a degree course in Architecture (approved by a recognized University/Council of Architecture/The IIA), or a Degree Course in Interior Design (approved by a recognized University or State Education Board), or an Interior Design Course approved by IIID, with not less than one year of full time work experience in the field Interior Design OR

Completion of a Diploma Course in Interior Design (approved by a recognized University or State Education Board) with not less than three years of full time work experience in the field of Interior Design.

- 2.1.2 Rights and Privileges:

Associate Members shall have full voting rights and privileges, shall be eligible for office and for service on the NEC and MCs. Associate Members in good standing shall have the privilege to use the designation "Associate Member of the Institute of Indian Interior Designers" (AIID) after their name.

2.2 ASSOCIATE LIFE MEMBER:

2.2.1 Any Associate Member of the Institute in good standing on application to the Institute and payment of requisite subscription will be granted Life membership. A fresh applicant who fulfils and meets the qualifications set for Associate members can directly become an Associate Life Member.

2.2.2 Rights and Privileges:

The rights and privileges of such member shall be the same as those of an Associate member.

2.3 FELLOW MEMBER:

2.3.1 Membership under this category will be conferred only to Associate members or the Associate Life Members of the Institute who have a minimum of twenty (20) years of experience and standing in the field of Interior Design and who have consistently rendered distinguished services to the Institute and/or who have made noteworthy contribution to the profession of Interior Design.

2.3.2 Recommendations or nominations for "Fellow Membership" can be made by four or more members of the NEC. The Nomination/recommendation must accompany a comprehensive statement giving details of qualifications, accomplishments and reasons for honoring an individual as a "Fellow Member" of the Institute. The nomination after being found acceptable by the Scrutiny Committee will need to be approved unanimously by the NEC. The decision of the NEC shall be final and binding.

2.3.3 Rights and Privileges:

Fellow members shall have full voting rights privileges, shall be eligible for office and for service on the NEC & MCs. Fellow Members in good standing shall have the privilege to use the designation 'Fellow Member of the Institute of Indian Interior Designers' (FIID) after their name.

2.4 TRADE MEMBERS:

2.4.1 Membership under this category will be granted to individuals or firms Manufacturing or Trading in materials, or providing services required for Interior Design and Implementation and to Persons or firms executing Interior projects or job work connected with Interior Design Implementation as Contractors.

2.4.2 Membership will be granted in the name of the individual or the firm that carries on business. Where membership is in the name of the firm, the applicant shall nominate a person who shall represent the said firm. This nomination may be changed by making an application in writing to the HO, if the nominated person ceases to be an employee or executive of the said firm or for any other valid reason.

2.4.3 Rights and Privileges:

Trade Members shall have full voting rights & privileges and shall be eligible for service on any committee or the NEC & MCs and hold office other than that of President/President Elect of the Institute and/or Chairperson/Chairperson Elect of any Chapter or Center.

2.4.4 Membership of this category shall be subject to an overall quantitative restriction in admission of membership of the Institute at the centre and/or any chapter, where the total no of members in Trade/Corporate Categories will not exceed one half of the total number of Associate/Fellow Category members at any given time.

2.5 TRADE LIFE MEMBER:

This category of membership has been discontinued. However existing individual and nominee Trade Life Members shall continue in this category and shall continue to enjoy the existing rights and privileges as hitherto provided.

2.6 CORPORATE MEMBER:

2.6.1 Corporate Membership will be given under the category of Trade Membership to national and multinational companies, corporations and firms of manufacturers or traders of products/ materials and service providers, related to Interior Design and Implementation and having their presence across India. These will be governed by rules and regulations framed and/or revised as and when required by the NEC.

2.6.2 There shall be a onetime registration fee and regular annual subscription every year for corporate membership as may be decided and/or revised by the NEC.

2.6.3 Rights and Privileges:

- a) There shall be only one person as a member to be nominated by the member organization who will have all the rights and privileges as a Trade Member including right to serve on a committee or hold any office in the NEC or any MC except that of the President/President Elect and/or Chairman/Chairman Elect.
- b) This membership fee also includes the provision for one company nominated representatives to attend general events/meetings in each chapter or center of the Institute but without having any rights and/or privileges.
- c) If the nominated person who is serving on the NEC or any other committee of the Institute, leaves the services of the Company, he will cease to be the representative of the firm and therefore cease to be on the committee of the Institute. His seat will be treated as vacant. The NEC may fill-in the vacancy by co-opting any other member in his place.
- d) Existing Corporate members shall continue to be members as per previous terms until expiry of their originally contracted tenure, after which they will be required to apply for Corporate Membership as per prevalent regulations.

2.7 LICENTIATE MEMBER:

2.7.1 Students upon immediate completion of their graduation in Diploma/Degree course from eligible Institutes or colleges of Interior Design or Architecture, as stipulated for associate membership of the Institute, can apply for a Licentiate membership of the Institute.

2.7.2 Rights and Privileges:

Licentiate members shall have no voting rights and shall not be eligible for any office. The Licentiate member on acquisition of experience as prescribed for Associate membership shall be eligible for registration under Associate membership on application.

2.8 STUDENT MEMBER:

2.8.1 Membership under this category shall be granted to any individual who is receiving education in Interior Design or Architecture or Industrial Design/ Fine Arts/Applied Art leading to a Degree/Diploma Certificate. This membership is given for one financial and/or academic year only, as may be decided by the NEC.

2.8.2 The student or student members who have passed Interior Designers/ Architecture in recognized Diploma/Degree course shall be eligible for enrolment as the Licentiate Membership. The student membership of such members, if any, shall cease on successful completion of studies and they shall have to immediately apply to the Institute for the registration changing the membership category on prescribed form accompanied by Certificates/documents.

2.8.3 Rights and Privileges:

Student Members shall have no voting rights and shall not be eligible for office but may serve on sub-committees. Acceptance as Student Member does not automatically qualify a Student Member for membership after graduation of any category. If a student desires to apply after graduation for Associate Membership category such person must fulfill the qualifications and other conditions applicable.

2.9 HONORARY MEMBER:

2.9.1 Honorary Membership will be offered to eminent and distinguished individuals of National/International reputation, holding a prominent position in public life who may not be practicing as Interior Designers or related field, but who have rendered distinguished services to Society, Art and Industry in general.

2.9.2 Nomination/recommendation for Honorary membership may be made by any four members of the NEC. The Nomination/ Recommendation must accompany a comprehensive statement giving details of qualification, accomplishments and reasons for nominating a person as an Honorary Member. The Nomination/Recommendation may be approved by the NEC unanimously only after the same has been recommended by the Scrutiny Committee.

2.9.3 Rights and Privileges:

Honorary Member shall have no voting privileges and shall not be eligible for office but may serve on sub-committees. There will be no admission fee or membership subscription for Honorary Members.

2.10 AFFILIATE MEMBER:

2.10.1 Membership under this category will be accorded to individuals not necessarily qualified to be associate member or engaged in the practice of Interior Design but who are involved in or associated with the implementations in Interior Design field, such as:

- a) Executive or Officer of firms of Interior Designers, Interior Decorators, Furnishing Contractors, Furniture Makers, Building Contractors, Manufacturers or suppliers of materials used in Interior Design and Decoration of furnishing jobs.
- b) Executives employed by Architectural/Civil/Interior Design firms or Departments of private and/or public organizations.
- c) Individuals employed or affiliated with a professional or Trade Member of the Institute in an executive or supervisory capacity.
- d) Landscape Architects/Designers

- e) Industrial Designers
- f) Designers of Decorative Arts and Crafts
- g) Graphic Artists
- h) Civil/Mechanical/Electrical or Electronics Engineers, planning or executing jobs of Interior Decoration as Consultants or as Project Managers, Executive Engineers, Site Engineers, for any Building project or employees of any Builder/Building Contractor with not less than five years of full time work experience.
- i) Interior Designers who fails to qualify under the category of Associate Membership.

2.10.2 Rights and Privileges:

Affiliate member shall have no voting rights & privileges and shall not be eligible for office or to serve as member on either the NEC or MCs of any chapter/center but may serve on any sub-Committee.

2.11 PRESS MEMBER:

2.11.1 Membership under this category will be granted to individuals who are actively engaged in writing, editing or publishing of newspapers, magazines or periodicals on the subject of Interior Design and Allied Arts. Membership may also be offered to newspapers, magazine and periodicals in the name of the publication. The applicants shall nominate a person who shall represent the said publication. There will be no Admission fee or subscription for this category.

2.11.2 Rights and Privileges:

Press Members shall have no voting privilege and shall not be eligible for office but may serve on sub-committees.

2.12 INSTITUTIONAL MEMBER:

2.12.1 Persons who are principals or heads of Government recognized institutions imparting education in Architecture, Interior Design, Fine Arts, or Commercial Arts, and directors or heads of departments concerned with Design/Decorative Arts in Government recognized museums and libraries.

2.12.2 Membership may also be offered to Institutions, Government recognized or otherwise, imparting education in Architecture, Interior Design, Fine Arts or Commercial Arts in the name of the Institution. The Institution shall nominate a person who shall represent the said Institution.

2.12.3 Membership may also be offered to Institutions, Organizations imparting Technical education in the field of Interior Decoration such as Carpentry, Joinery, Wood work, Painting, Lighting, Wall covering, Floor covering, Curtain work. Upholstery work, Polishing, Architectural metal work and Decorative Arts and Crafts etc. etc. The member Institution /Organization will nominate a person to represent them.

2.12.4 Rights and Privileges:

Institutional Members shall have no voting privilege and shall not be eligible for office but may serve on sub-committees.

2.13 TERMINATION OF MEMBERSHIP

- 2.13.1 The termination of membership shall be on Death or Resignation of a member in any category.
- 2.13.2 If the member has failed to pay the annual subscription for more than 3 months from commencement of the financial year and further within 60 days after being served with a dues bill/notice of demand (By Regd. A.D or equivalent) from the Institute, he fails to clear the dues within the extended time given, the NEC may restrict or suspend the privileges and/or voting rights and/or remove the name of such defaulting member from the register of membership, without any further notice or communications. The membership may however, be reinstated by NEC on fresh application and subject to the terms and conditions deemed fit.
- 2.13.3 A member found guilty of misconduct or violation of code of conduct and/or acting against the interests of the Institute and/or provisions of the Constitution, Rules and Regulations, Bye-Laws & Manual of Instructions at any time may be removed from membership of the Institute by a special general body meeting, having minimum quorum of 50 members in good standing, which shall be maintained throughout, to be called by the NEC, after giving show-cause notice and hearing given to the member concerned and recommending action against member by 75% majority of its members present, at a special meeting called for the purpose. Provided that at special general body meeting, members concerned shall be accorded another opportunity to tender his explanations /arguments and opportunity to defend. Also provided that a minimum 21 days' notice for such special general body meeting shall be given and the decision to expel the member shall be taken by at least 60% majority of the members present with good standing at special general body meeting.

ARTICLE III

NATIONAL EXECUTIVE COMMITTEE AT HO (NEC):

- 3.1 The overall management and administration of the Institute shall vest in the NEC i.e. the Governing Body, elected from amongst the members in good standing subject to general control of the General Body of the members as prescribed below:
The NEC shall consist of not less than 9 and not more than 15 members elected from amongst the Associate, Fellow and Trade Members provided however, not more than one third of the total membership of the NEC shall represent Trade Members.
- 3.2 The NEC meetings may take place in any State, Union Territory, Area of City, as may be decided by the members of the NEC. Chairperson of every chapter and center shall be ex-officio member of the NEC. The Immediate Past President (IPP) is also an ex-officio member of the NEC. He may be invited in the NEC meetings for specific agenda or events only. All ex-officio members shall have full voting rights. The Executive Committee may at its discretion Co-opt up to three additional members (2 Associate Members + 1 Trade Member) with or without voting power as they may deem fit. The NEC, if it deems fit, may choose to pass any resolution by circular.
- 3.3 The NEC may frame rules and regulations as Bye-Laws for the formation, functioning and governing of regional Chapters/Centres of the Institute.
- 3.4 The NEC may also frame, amend, alter, change and/or delete Rules and Regulations for conducting the work and affairs of the Institute within the framework of the Memorandum and Articles of the Association of the Institute. However, the same shall be presented to the General Body for approval at the next General Body meeting by a majority vote of the members present and eligible to vote and shall be valid and effective only after ratification by the General Body.
- 3.5 Office Bearers:
The Officers of the Institute shall be a configuration of only six members from the NEC as under:
- a. President (Associate)
 - b. President Elect (Associate)
 - c. Vice-President (Trade)
 - d. Hon. Secretary (Associate/Trade)
 - e. Jt. Hon. Secretary (Associate/Trade)
 - f. Treasurer (Associate/Trade)

There shall not be any additional Office-Bearer post. The role of the respective Office-Bearers shall be assumed as defined hereunder.

3.5.1 President:

- a. In the first instance after adoption of these amendments, the elected members of the NEC shall elect from among themselves a President, from Associate category only, who will be the chief executive officer of the Institute. In the next succeeding tenure, the President Elect who was duly elected by the outgoing NEC, at the start of the previous term, will take over as President of the Institute. He will head the incoming NEC and shall be the chief executive officer of the Institute.
- b. He shall preside at all meetings of the Members of the Institute. He shall ensure that the Rules and Regulations and the Bye-laws and Code of Ethics and Professional Practice of the Institute are enforced, and shall perform all other duties that may be prescribed from time to time by the NEC. He shall, with the Hon. Secretary jointly sign all written contracts of the Institute, which have been approved by the NEC.
- c. The term of office of the President shall strictly be for the duration of two years concurrent with the tenure of the NEC.

3.5.2 President-Elect:

- a. The President-Elect shall be elected by the NEC, from the Associate or Fellow members among themselves. He shall have served a minimum of one complete term as office bearer of the NEC in the previous term and assigned suitable responsibility and authority as deemed fit.
- b. Having been elected as President-Elect for the current term, he shall be considered as being elected to the NEC for two consecutive terms of two years each.
- c. He shall assume the post of President in the succeeding two year term of the NEC and shall work closely with the President to prepare himself to take over the leadership of the Institute.
- d. In the event the President resigns or, for whatever reason, is unwilling to or is incapable of continuing in office and perform his duties during his term, the President Elect will temporarily assume the role of Acting President, for a period not exceeding 30 days from the date of discontinuation by the President. The remaining members of the NEC will elect, within the period of 30 days, from among themselves a new President who would have otherwise been eligible to serve as President, by a vote of not less than 75 % votes in his favour and will serve as for the remaining tenure of the NEC.

3.5.3 Vice President:

The Vice President shall be elected by the NEC from the Trade or Corporate Category, who shall have earlier served one full term of the NEC. He shall assume certain responsibilities as a liaison officer in correlating activities within the NEC conducting Regional meetings, supervising Member Relations & activities, and such other duties as may be prescribed by the NEC. No Vice President shall serve on the same post for more than two consecutive terms. However the aforesaid condition may be waived by the NEC members, if agreed upon unanimously.

3.5.4 Honorary Secretary:

The Hon. Secretary, shall be elected by the NEC from Associate or Trade Category, who shall have earlier served one complete term of the NEC, and shall keep records of the proceedings

of the Institute and of the NEC. He shall issue all notices and have the custody of the records and the Official Seal of the Institute and shall perform such other duties as may be prescribed by the NEC.

3.5.5 Joint Honorary Secretary:

The Jt. Hon. Secretary, shall be from Associate or Trade Category and shall be elected by the NEC amongst themselves. He shall be working in close coordination with the Hon. Secretary and perform all the duties of the Hon. Secretary in the absence of the Hon. Secretary.

3.5.6 Treasurer:

The Treasurer will be from the Associate or Trade Category and shall be elected by the NEC from amongst themselves. He shall have served for one complete term as a member of the NEC. The Treasurer shall not serve on the same post for more than two consecutive terms. The aforesaid condition may be waived by the NEC, if need be and agreed upon unanimously.

His duties shall be:

- a. To receive and disburse the funds of the Institute, and keep a true and accurate record of accounts; he shall deposit all monies in the name of the Institute in such banks as may be decided by the NEC, make payments only in the manner prescribed by the Committee and make reports from time to time as required by the Committee.
- b. To sign all cheques, notes and evidences of indebtedness of the Institute jointly with any one of the following: President, President Elect, Vice-President.
- c. To prepare the Annual Report of the finance of the Institute which shall be duly audited by the auditors appointed for the purpose and then be approved by the NEC and presented at the Annual Meeting of the Members of the Institute for final approval and adoption. The Books of Account shall be closed as on March 31, of each fiscal year.
- d. To manage all funds of the Institute by depositing them in the bank accounts or invested in such securities as may be determined from time to time by the NEC.
- e. To prepare the Balance Sheet & Annual list of NEC to be filed with the Registrar. On or before the fourteenth day succeeding the day on which the Annual General Body Meeting of the Institute is held there shall be filed with the Registrar a list of the names, address and occupation of the members of the NEC then entrusted with the Management of the affairs of the Institute and a copy of the balance sheet and income and expenditure account audited by a person who can act as an auditor of Companies registered under Section 296 of the Companies Act, 1956 (Central Act 1 of 1956) with necessary filing fee.
- f. The Treasurer shall be the interface with the auditors appointed by the Institute and coordinate with respective Treasurers of each of Chapters/Centres and align all Accounts, Balance Sheet, etc. from time to time as lawfully required.

3.6 Delegation of Work of the NEC:

- a. The NEC may appoint sub-committees from amongst its members for managing various activities and programs as per objects of the Institute & assign them suitable responsibility, authority and tenure as it may deem fit and necessary.
- b. The NEC may empower or withdraw, singly or jointly, Office Bearers or member/members of the NEC or any other member of the Institute to take up a specific task on behalf of the NEC.

3.7 Removal of Office Bearer:

An office bearer may be removed from the office at any time by a vote of 75% of the total membership of the NEC for non-performance and/or for performing against the aims and objects of the Institute or for indulging beyond the purview of one's office, provided that such a member is served with a notice of minimum 15 clear days by the Hon. Secretary on behalf of the NEC and explained in writing the reasons for the proposed action. He shall be given a reasonable opportunity to defend himself and present his version to the NEC.

ARTICLE IV ELECTIONS OF THE NATIONAL EXECUTIVE COMMITTEE (NEC) AT HO

4.1 Nomination:

4.1.1 Sixty days prior to Bi-Annual General Meeting, marking the end of the term of the current NEC, the Secretary shall invite by a regular notice members from amongst Associate/Fellow or Associate Life or Trade members who are members in good standing of the Institute for a minimum of four years and shall have served minimum two complete terms as members of the Managing Committee of any chapter or NEC of the Institute, to submit their nomination duly proposed and seconded by two members of the Institute who are members of the Institute for a minimum of four complete years, to serve on the NEC. Before sending the aforesaid notice, the HO shall streamline and update the records of the Institute in order to avail members the information of his proposer's and/or seconder's dues, if any. No nomination shall be valid if there are any pending dues to the date to the Institute from the proposer/seconder and/or the member nominated.

4.1.2 In the event of number of nominations received be more than vacancies, on or before 40 days from the date of Bi-Annual General Meeting, the election shall be held as prescribed hereunder to elect the NEC for the ensuing term of two years.

4.1.3 A member of the Managing Committee should not contest election as a member of the National Executive Committee and vice versa. Therefore in the event a member opts to contest in any one of the committees and being already a member in the other committee, on being elected to the contested committee he shall forthwith relinquish his seat in the previous committee.

4.2 Elections:

4.2.1 The NEC shall 60 days prior to Bi-annual General Meeting, appoint a committee of 3 persons from amongst the members of the Institute or other known persons to act as members of the Election committee.

4.2.2 The aforesaid election committee shall scrutinize the nominations, and intimate the eligibility /non-eligibility of nominations received through the HO's secretariat.

4.2.3 No member of the existing NEC and contesting candidate can become member of the Election Committee.

4.2.4 Upon obtaining due approval from the NEC, the Election Committee shall also have the sole discretion to initiate the process of conducting the election including erstwhile posting of ballot papers or it may implement changes such as Electronic voting or any other technology-friendly method of conducting fair elections.

4.2.5 The election committee shall have the sole discretion to conduct the election and to accept and act upon or set aside and ignore any objections/observations raised by any contestant and/or his nominee. The decisions of the Election Committee in all such matters shall be final and binding.

4.2.6 The election committee shall count or oversee process of counting of the votes by themselves or under their supervision by appointing other persons to count the same on the date

declared for the purpose and but has no authority to postpone the so declared date. In the event, for any unforeseen reasons, the counting and declaration cannot take place on the declared and appointed date, then the same will be conducted on the next working day. On completion of the counting, the successful candidates will immediately and forthwith be declared elected who secure the largest votes taking into account that the total number of Trade Members on the NEC may not exceed one third of the total number of the NEC.

- 4.2.7 The existing NEC prior to the announcement of the elections shall forthwith cease to exist on the day of counting and declaration of the election results and the newly duly elected members shall form the new NEC with immediate effect. In the event of any delay due to any unforeseen reasons the tenure of previous President and Treasurer only shall continue to function as care takers until the incoming NEC team is ready to function. In the intervening period they shall take care only of routine administrative and statutory work in the interest of the Institute and shall not take any new policy decisions nor make any changes in the functioning of the Institute and its office.
- 4.2.8 The results of the elections once so declared by the Election Committee shall be final and binding on all including the outgoing NEC and shall not need any further approval and/or acceptance and/or declaration by the NEC and/or General Body and/or any other person/authority in or outside the Institute.
- 4.2.9 The two years term of office of the newly elected members of the NEC will commence immediately and the NEC will be considered duly installed and functional. Any event that may be conducted or later held for installation and or handing over charge and or otherwise howsoever described shall be considered as ceremonial/celebrational, without having any relevance or effect on any provisions herein.

- 5.1 The Institute may set up branches in any State, Union Territory, area or City of India and abroad to be known as Regional Chapters or Centers. In the first instance the NEC shall have power to appoint an Ad-hoc Managing Committee along with a Chairman and office Bearers of the Regional Chapter/Center to initiate the establishment and to subsequently hold election of Managing Committee under the direction of NEC within a period not exceeding one year. This duly elected MC will hold office until the next cycle of elections of the Institute and Chapters/Centres.
- 5.2 Regional Chapters and Centers of the Institute are established to help advance the interests of the Institute and unify the efforts. Each Regional Chapter or Center shall operate under a charter issued to it by the NEC on local matters only. No act of a Chapter or Center shall directly or indirectly nullify or contravene any act, policy or bye-law of the Institute.
- 5.3 The members of the State, Union Territory, Area or City may apply to the NEC for permission to establish a Regional Centre. The minimum number of members in any Regional Centre shall not be less than 50 (and not less than 34 Associate Members). The Hon. Secretary under directions from the NEC may invite Members to establish a Regional Centre. The Regional Center shall function under the bye-laws of the Institute as passed by NEC.
- 5.4 The members of the State, Union Territory, Area or City may apply to the NEC for permission to establish a Regional Chapter to such Centres whose membership reaches 150 (and not less than 100 Associate Members). The Hon. Secretary under directions from the NEC may invite Members to establish a Regional Chapter. The Regional Chapter shall function under the bye-laws of the Institute as passed by NEC.
- 5.5 The members of the regional chapter or centre shall elect its own Managing Committee consisting of not less than 6 and not more than 9 members as per the directions of the NEC. The Managing Committee at its first meeting shall elect Chairman, Chairman Elect, Vice-Chairman, Treasurer, Hon.-Secretary from amongst themselves. There shall not be any additional office bearer posts. The election of the Managing Committee shall be held bi-annually in accordance with rules and regulations and bye-laws governing election of the Institute. The formation of the Managing Committee - the norms and proportionate representation as prescribed in Article III – Part “C” for NEC and shall have a two year tenure coinciding with the NEC.
- 5.6 The NEC may establish any number of Regional Chapters and Centers and shall fix the geographic boundaries and territories of the Regional Chapters and Centers and may change the same from time to time in the best interest of the Institute.
- 5.7 Every Regional Chapter and Center shall be known as Chapter or Centre of IIID as per the direction of the NEC which shall also prescribe the use of logo and the design of letter heads to be used by Regional Chapters/Centres.

- 5.8 No chapter and/or Center shall have any powers to create any financial liability on itself or the Institute without proper consent and written concurrence of the National Executive Committee. All funds, properties or assets of any Chapter and Center shall be vest in the Institute.
- 5.9 The NEC shall not dispose off or deal with any funds, assets or property of the Chapter or Center standing in the name of the Institute without ascertaining the wishes of the members of the concerned Chapter or Center. The NEC shall act in accordance with the opinions expressed by not less than 75% members affiliated to the Chapter or Center, to be ascertained by Postal or equivalent ballots. The opinion so expressed by the Chapter or Center members shall be prescribed to Members in a Special General Body Meeting of the Chapter or Center for further action.
- 5.10 Each Chapter/Center engaging in any fund raising activity shall do so only after the explicit consent and approval of the NEC in the matter as may be prescribed. All the activities of the Chapter/Center shall be in the interest of the Institute and NEC shall have right to direct the Chapter/Center to stop forthwith any activity which in the opinion of the NEC contravenes the objectives or is detrimental to the Institute. The decision of the NEC shall be final and binding on the Chapter/Center.
- 5.11 Each Chapter/Center shall submit duly audited accounts on or before 15th May every year to the HO for incorporation in the main accounts of the Institute. Each Chapter/Center shall submit quarterly statement of accounts within 30 days of the close of the quarter, cumulative up to the end of the third quarter.
- 5.12 Each Chapter/Center shall indemnify the Institute against any liability created by them.
- 5.13 Any Chapter/Center failing to submit duly audited accounts statement as aforesaid may be served with notice to show cause within 30 days that why the charter issued to them should not be revoked. After considering the reply if any the NEC shall be entitled to suspend or revoke the Managing Committee of the Chapter at a specially called meeting to consider the matter by a majority of 75% votes of members of the NEC.
- 5.14 The NEC there-upon may constitute or appoint ad-hoc Managing Committee of the Chapter to take charge of all records, funds, and properties or may take charge themselves.
- 5.15 No Chapter/Center or its members shall undertake allied or similar activity by forming separate Trust, or Corpus, howsoever described, which may be in direct or indirect conflict with the interest of the Institute in the opinion of the governing body. The decisions of the Governing Body in this respect shall be final and binding on all the members of the concerned chapter.

ARTICLE VI GENERAL BODY & MEETING OF MEMBERS:

6.1 General Body

- 6.1.1 The General Body of the Institute is the supreme body and shall consist of all members in good standing of the Associate, Associate Life, Fellow, Fellow Life, Trade, Trade Life and Corporate Categories. At no point can the strength of the trade members exceed half that of the Associate/Fellow Members.
- 6.1.2 The General Body shall be called for Regular/Annual or Special meetings upon Notice issued by the NEC as described separately for each hereunder.

6.2 Annual General Body Meeting - AGM

- 6.2.1 A regular Annual meeting, called the AGM (Annual General Meeting) must be held on or before 30th September every year to present for approval the audited accounts and audit report for the previous year and cannot be postponed or cancelled, irrespective of any other items on the agenda of the said meeting. It must complete all the regular required statutory and administrative work & compliances.
- 6.2.2 The AGM may be held in any State, Union Territory, Area or City as may be determined by NEC. Notice of such meeting shall be sent to all Members of the General Body at least twenty-one days before the date of meeting. Such Notice can be sent by post or email to the last informed address/email id and shall be deemed as valid service of the notice. In addition, Notice of the Annual Meeting shall be put up on the Notice Board at the administrative HO and may also be uploaded/posted on the Website of the Institute and shall be deemed to be duly served on all the members of the Institute.
- 6.2.3 Neither the NEC or any office bearer nor the General Body has the authority to cancel or postpone the AGM.

6.3 Special General Body Meetings:

- 6.3.1 Special meetings of the General Body also called SGM (Special General Meeting) may be held at any time and at any place upon written notice of the NEC. The call or notice of a special meeting shall state the purpose thereof, and no other business shall be transacted at such special meeting. Notices of Special Meeting shall be sent by post or email to the last informed address/email id to all members comprising General Body at least twenty-one days before the date of such meeting. In addition, Notice of such a Special Meeting shall be put up on the Notice Board at the administrative HO of the Institute and/or posted on the Website of Institute and shall be deemed to be duly served on all the members of the Institute.
- 6.3.2 A Special General Body Meeting can also be requisitioned by not less than one third of the total number of members of the National Executive Committee or one tenth of the total number of members of the Institute who are in good standing and entitled to vote who shall state in writing the business for which they wish the meeting to be convened and the NEC shall, within ten days from receipt of the date of receipt of the requisition, proceed duly to call a meeting for consideration of the business stated on a day not later than forty days from the date of receipt of the requisition. No other business shall be transacted at such special

meeting. Quorum shall be maintained throughout the meeting. If required, such meeting shall be chaired by a member of the NEC other than those who may be concerned or involved in the subject matter of the business of the meeting.

- 6.3.3 Any General Body Meeting once notified cannot be canceled or postponed unilaterally by the NEC or any office bearer.

6.4 Quorum for General Meetings:

Not less than two third members belonging to the Associate, Fellow and Trade categories of members present in person shall constitute a quorum for the transaction of business at the general meetings of the Institute. However, in an Annual General Meeting – AGM, if a quorum be not present at the appointed time, the general meeting shall stand adjourned for half an hour. If within half an hour after the time appointed for meeting, the quorum is not present, the members then present in person shall be deemed to be a quorum and shall transact all such business as could have been done if a quorum had been present. In the case of a Special General Meeting- SGM, it shall stand dissolved if the quorum is not present.

6.5 Voting in General Meetings:

At every general meeting of the members, only Associate, Fellow and Trade Members in good standing shall be entitled to vote in person. The procedure of voting shall be decided by the person presiding over the meeting. In the case of Trade Members whose membership stands in the name of the firm, only the officially noted Representative will be eligible to vote. Voting at an AGM is by simple majority while Voting at an SGM requires approval by a minimum of 60% of those present and eligible to vote. Vote by Proxy shall not be allowed.

6.6 Procedure of conducting Meetings:

- 6.6.1 The order of business at all Annual/Regular meetings of Members shall be determined by the President but the following shall be the general procedure.
- a. Minutes of last preceding meeting
 - b. Secretary' s report on the management of the Institute
 - c. Approval of audited accounts and auditor’s report at every annual meeting of members.
 - d. Reports of Committees
 - e. Resolutions/suggestions received from members
 - f. Any other business with the permission of Chair
 - g. Presidential Address
 - h. Vote of thanks

ARTICLE VII

PAYMENT OF MEMBERSHIP SUBSCRIPTIONS:

7.1 Yearly subscription under all categories of membership wherever applicable shall be payable in advance before 31st March of each year. Until the Admission fee and the annual subscription is paid by a new applicant and his membership is approved by the Scrutiny Committee no right of membership shall be exercised by an applicant. Only a member who has paid his yearly subscription before the 31st March shall have the right to vote at General Body and or Extra Ordinary General Body Meeting or to continue to hold office or to continue to be a member of National Executive Committee or of any Committee.

7.2 The Entrance and Annual membership Fees:

	Ent. Fee Rs	Annual Fee Rs
a. Associate Member	500	1,000
b. Associate Life Member	500	20,000 (Life time fee)
c. Trade Member	500	2,000
d. Corporate Member	2,00,000	50,000
e. Licentiate Member	500	700
f. Student Member	50	350
g. Affiliate Member	500	1,000
h. Institutional Member	100	500

7.3 The NEC of the Institute, for the time being in office, shall have the power to revise, the rates of subscriptions of any category of membership, if such revision is considered necessary in the interest of the Institute. The new rates shall operate until revised subsequently.

a. Annual membership subscription shall become due and payable on 1st April of every year. Any Member who fails to pay his dues or fees within 60 days from the due date will be served a notice of demand of the dues or fees by Regd. AD Post or equivalent by the Treasurer or the Secretary to pay the same within two weeks. If the member fails to pay his dues or fees upto 31st March even after receipt of notice of demand, he shall cease to be a member. The Treasurer/Secretary shall give such member intimation, of his cessation by Regd. AD Post or equivalent. If even then, he does not pay after the date of receipt of such intimation, the Secretary shall strike off such Member's name from the Membership Register of the Institute and he shall thereupon cease to be a member of the Institute or to be entitled to any of the rights and privileges that such membership or participation confers, specially the use of the Membership Certificate issued to him by the Institute and the use of appellation against his name such as AIID FIID, etc. Upon written application satisfactorily explaining such default and upon payment of all arrears due to the date thereof, the Members of the defaulter may be renewed. The decision of the NEC in this respect shall be final and binding.

8.1 Amendments by Members:

8.1.1 Any article/clauses of Memorandum and Articles of Association may be repealed or amended, or new articles/clauses adopted, at any regular or special General Body meeting of Members by vote of two-thirds of Members in attendance, provided a quorum is present. Notice in writing of proposed amendments to the Bye-laws, or of new Bye-laws, must be sent to all Members of the Institute at least thirty (30) days before the meeting at which they are to be acted upon.

8.2 Amendments by NEC:

8.2.1 Any Bye-law may be repealed or amended, or new Bye-law adopted, with a prior notice in writing of not less than 21 clear days to all its elected and ex-officio members, at any regular or special meeting of the NEC by a two-thirds majority vote of total number of Members, unless otherwise specified in these bye-laws, provided the repeal, amendment or new Bye-law is voted or subsequently ratified by a simple majority of Members present at the next General Body meeting.

8.3 Alteration of Memorandum & Articles of Association:

8.3.1 Whenever it shall appear to the NEC that it is advisable to alter extend or abridge the objects and the articles of the Institute of the purpose or for other purposes specified in section 3 of the Karnataka Societies Registration Act the NEC may submit the proposition to the members of the Institute in written or printed report, and may convene a special general meeting for the consideration thereof according to the rules and regulations of the Institute. But no such proposition shall be deemed to have been approved unless such report has been delivered or sent by post or electronic communication to every member of the Institute, twenty-one days previous to the date of the Special General Meeting convened by the NEC for consideration thereof, and unless such proposition shall have been agreed to by the votes, cast in favour of the proposition by members who being entitled so to do, vote in person and such votes are not less than three times the number of the votes, if any, cast against the resolution by members so entitled to voting and present and confirmed by a similar majority of votes at a second special general meeting convened by the National Executive Committee after an interval of thirty days after the former meeting.

8.4 Change of name, rules and regulations:

8.4.1 The Name and the Rules and Regulations of the Institute may be amended by a resolution presented and passed at Annual General Body Meeting or at a Special General Meeting convened for the purpose or of which written or printed notice shall have been delivered or sent by post or electronic media to every member of the Institute twenty-one days previous to the date of the general meeting and the resolution proposing the amendment is passed by a minimum of 75% votes cast in favour of the resolution by members who being entitled to vote in person and present. The Rules and Regulation and the Articles of Association of the Institute cannot be amended or changed by the NEC alone without approval and acceptance by the General Body. Any amendments and/or changes in the Rules and Regulations in these Article of Association will have to be duly informed by the National Executive Committee at a Special General Body Meeting of the members as per procedure explained herein. The

quorum of such a meeting shall be maintained throughout the meeting and no other business can be discussed at such a meeting called for the specific purpose only

- 8.4.2 Every amendment made under sub-section (a) of the act shall, within thirty (30) days from the making thereof be filed with the Registrar along with required fee and the Registrar, if satisfied that the amendment is in accordance with the provision of this Act and the rules made thereunder, shall register it. Such amendment shall have effect only after it is so registered.
- 8.4.3 Any communication of notice sent under registered post or equivalent or by electronic communication to the last known address as entered in the Membership Register of the Institute shall be deemed valid Notice. In addition, Notice of such a Special Meeting shall be put up on the Notice Board at the administrative HO of the Institute and shall be deemed to be duly served on all the members of the Institute.
- 8.4.4 The Governing Body may submit, if deemed fit, any matter to the members of the General body for ascertaining their opinion by Postal Ballot or by electronic communication system following the procedure prescribed for the election.

ARTICLE IX MEMBERS CONDUCT & OBLIGATION:

- 9.1 Members of the IIID assure an undertaking among themselves and with their clients by subscribing to a Code of Conduct. Failure to comply with the stipulation set forth in the code may result in disciplinary action to be decided and as stipulated by the NEC subject to approval by the General Body.
- 9.2 All Associate, Associate Life & Fellow members are obliged to comply with Part 'D' Code of conduct of this document.
- 9.3 All Trade and Corporate members are obliged to comply with Part 'E' or 'F' of Code of conduct of this document depending upon the Trade member is in Manufacture/Dealer or Contracting firms for Interior execution.

PART D: CODE OF CONDUCT - ASSOCIATE & FELLOW MEMBERS PROFESSIONAL MEMBERS

1. PREAMBLE

- 1.1 The initials AIID / FIID after an Interior Designer's name means that an individual has been granted Professional Associate/Fellow Membership of the Institute after fulfilling the requisite Education and/or Experience qualifications as stipulated.
- 1.2 Such a member is thereby required to conduct his or her professional practice in a responsible manner that will command the respect of their colleagues, clients, suppliers of goods and services, as well as the general public.

2. RESPONSIBILITY TO THE PUBLIC

- 2.1 Advise compliance with all existing applicable laws, regulations and codes governing business procedures and the practice of Interior Design as established by the Central or State Government or other jurisdiction.
- 2.2 Consider health and safety of the users and make people aware, where needed of risks/hazards existing in the built environment around them.
- 2.3 Seal or sign drawings, specifications, or other documents only where the member or the member's firm has prepared, supervised or professionally reviewed and approved such documents.
- 2.4 Not to engage in any form of false or misleading advertising or promotional activities about their professional practice.
- 2.5 Not to take any undue action aimed at compromising the judgment of a public official for the purposes of any project.
- 2.6 Exercise discretion and dignity in professional conduct and in the use of their name and that of the IIID.

3. RESPONSIBILITY TO THE CLIENT

- 3.1 Contractual Agreement with the client shall clearly set forth the scope and nature of the project involved, the professional services to be performed, and the method of compensation for those services.
- 3.2 Not undertake any professional responsibility unless they are, by training and experience, eligible to perform the work required.
- 3.3 Fully disclose to a client all compensation which the Member shall receive in connection with the project and shall not accept any form of undisclosed compensation from any person or firm with whom the member deals in connection with the projects.
- 3.4 Not divulge any confidential information about the client or the client's project, or utilize photographs or specifications of the project, without the express permission of the client, excepting those specifications or drawings over which the designer retains proprietary rights.
- 3.5 Be candid and truthful in all their professional communications.
- 3.6 Act with fiscal responsibility in the best interest of their clients and shall maintain sound professional relationships with suppliers, industry and trades to ensure the best service possible to the clients, while serving the best interests of their clients as well as the rights of those whose contracts they administer.

4 RESPONSIBILITY TO OTHER PROFESSIONAL MEMBERS

- 4.1 Not interfere with the performance of another professional member's contractual or professional relationship with client on the job assigned.
- 4.2 Not initiate or participate in any discussion or activity which might result in any unjust injury to another professional member's reputation or business relationships directly or indirectly.
- 4.3 Not attempt, directly or indirectly, to supplant another member, by means of unfair inducements. Members shall not knowingly accept any professional assignment upon which another member has been acting without notifying the other member and upon being personally satisfied that the client has severed contractual relationships with the said member.
- 4.4 When requested and provided it does not present a conflict of interest, render a second opinion to a client or serve as an expert witness in a judicial or arbitration proceeding,
- 4.5 Not endorse the application for Institute of Indian Interior Designers membership and/or certification of an individual known to be unqualified with respect to education, training, experience or character nor shall a member knowingly misrepresent the experience, professional expertise or moral character of that individual.

4.6 Take credit only for work that has actually been created by that Member or the Member's firm and under the Member's scope of work.

5. RESPONSIBILITY TO SUPPLIERS/TRADERS OF GOODS & SERVICES

5.1 Offer Equal and Fair opportunity to suppliers of goods and services, without any compromise in quality.

5.2 Act with fairness and integrity in the administration of the contracts between the clients and the suppliers of goods and services. Endeavour to see that suppliers get a fair compensation for their supply and shall discharge their obligations in good and proper time in keeping with fair business practices.

5.3 Acknowledge the contribution by their suppliers of goods and services by giving appropriate credits where due; in recognition of the team-work which is so essential for the successful completion of a given project.

6. RESPONSIBILITY TO THE PROFESSION

6.1 Maintain standards of professional and personal conduct that will reflect in a responsible manner on the Institute and the profession.

6.2 Seek to continually upgrade their professional knowledge and competence with respect to the Interior Design profession.

6.3 Endeavour to contribute to the upgradation of the profession through dissemination of information and positive and active support to the Institute of Indian Interior Designers to enhance the status of the profession individually and collectively.

PART E: CODE OF CONDUCT – TRADE & CORPORATE MEMBERS MANUFACTURERS & SUPPLIERS OF MATERIALS & SERVICES

1. PREAMBLE

- 1.1 Manufacturer and/or supplier of Materials shall mean an individual or a firm manufacturing or supplying materials for use in interior furnishing jobs.
- 1.2 A Trade Member of the Institute of Indian Interior Designers, whether an individual or a firm agrees to uphold this CODE OF CONDUCT and the BYE-LAWS of the INSTITUTE and is thereby required to conduct his business in a manner that will command the respect of his colleagues, clients/customers, Interior designers, interior furnishing contractors as well as the general public.

2. RESPONSIBILITY TO THE PUBLIC

- 2.1 Comply with all existing laws regulations and codes governing business procedures as established by Central or State Government or other jurisdiction in which the member has manufacturing or supply or service providing business.
- 2.2 At all times consider the health, safety and welfare of the public, when supplying materials or services for any interior project and shall make people aware whenever possible of the risks/ hazards, if existing in the use of their products, materials and services.
- 2.3 Not engage in any form of false or misleading advertising or promotional activities and shall not directly or indirectly provide misleading information about their products and services.
- 2.4 Not take any undue action intended to influence the judgement of a public official professional for the purposes of any project.
- 2.5 Exercise discretion and dignity in their general business conduct and in the use of their name and IIID affiliation in promotional activities.
- 2.6 Provide all possible information and technical data about their products and services correctly in product literature and give true facts and figures about limitations and advantages.

3. RESPONSIBILITY TO THE CLIENT/CUSTOMER

- 3.1 The contractual agreement with a client/customer shall clearly set forth the type and quality materials and services to be supplied, to be charged and delivery schedule and terms of business.
- 3.2 Not undertake to supply any materials and/or services unless they have satisfied themselves that the materials or services offered by them confirm to minimum quality and performance standards as specified or required by the client/customer. Members shall accept full

responsibility for the quality of their materials supplied by them and services and should any defects develop during the defects liability period the member shall endeavour to replace the same or suitably compensate the client if required or recommended by design professional.

- 3.3 Not offer any form of undisclosed compensation to any person or firm with whom the member deals in connection with the project.
- 3.4 Not divulge any confidential information about the client or the client's project without the express permission of the client/ customer with an exception for those specifications or products over which the manufacturer/service provider retains proprietary/trade rights.
- 3.5 Be candid and truthful in all their business communications.
- 3.6 Act with fiscal responsibility in the best interests of their clients/customers and shall maintain sound business relationships with Interior Designers, and Interior Furnishing Contractors to ensure the best services possible to the client.
- 3.7 Endeavour to ensure that the agents or dealers appointed by them charge a fair and reasonable price from the customer.
- 3.8 Not withhold or suppress stocks of goods with a view to hoarding and profiteering.
- 3.9 Maintain accuracy in weights and measures of goods offered for sale or supplied.

4. RESPONSIBILITY TO OTHER MANUFACTURERS & SUPPLIERS OF MATERIALS & SERVICES

- 4.1 Not initiate or participate in any discussion or activity which might result in an unjust injury to another Trade member's reputation or business relationships directly or indirectly.
- 4.2 Not attempt, directly or indirectly to supplant another member, by means of unfair inducements. Members shall not knowingly entertain any business propositions up on which another member has been involved without notifying the other member and upon being personally satisfied that the client/customer has severed contractual relationships with the said member.
- 4.3 When requested and it does not present a conflict of interest, render a second opinion to a client/customer or serve an expert witness in a judicial or arbitration proceeding on obtaining consent in advance from the affected parties.
- 4.4 Not endorse the application for membership of Individuals or firms known to be unqualified with respect to their reputation, business dealings and moral character.

5. RESPONSIBILITY TO THE INTERIOR DESIGNERS

- 5.1 Not offer unfair inducements to an Interior Designer or his employees to secure business or any favours directly or indirectly.

- 5.2 Provide correct information and technical data and facts and figures to the Interior Designer about their materials its properties and warranty if any and services and method of application and use.
- 5.3 Act with fairness and integrity when dealing with an Interior Designer. They shall endeavour to see that the supplies made are of required quality and standard, at fair price and as per agreed delivery schedule and terms of contract, in a spirit of fair business practice.

6. RESPONSIBILITY TO THE TRADE

- 6.1 Maintain standards of business and personal conduct that will reflect in a responsible manner on the Institute, Industry and the Trade.
- 6.2 Seek to continually upgrade their products and services.
- 6.3 Endeavour to contribute to the upgradation of the Interior Furnishing & implementation Industry and trade through dissemination of information and positive and active support to the Institute of Indian Interior Designers to enhance the status of the INSTITUTE and the Trade individually and collectively.

PART F: CODE OF CONDUCT – TRADE MEMBERS

CONTRACTING FIRMS OF INTERIOR EXECUTION

1. PREAMBLE

- 1.1 Interior Furnishing/Implementation contractor shall mean an individual or a firm undertaking and executing Interior contracting jobs, of any category Residential/ Commercial/Industrial of internal space.
- 1.2 In becoming a Trade Member of the Institute of Indian Interior Designers, an individual or a firm agrees to uphold this CODE OF CONDUCT and the BYE-LAWS of the INSTITUTE and is thereby required to conduct business in a manner that will command the respect of colleagues, clients/customers, Interior designers, manufacturers and suppliers of materials and services to interior furnishing industry and trade, as well as the general public.

2. RESPONSIBILITY TO THE PUBLIC

- 2.1 Comply with all existing laws regulations and codes governing business procedures as established by Central or State Government or other jurisdiction in which the members conducts business activities.
- 2.2 At all times consider the health, safety and welfare of the public when executing or handling any Interior jobs and shall make 'people aware whenever possible of the risks/hazards, if existing.
- 2.3 Not engage in any form of false or misleading advertising or promotional activities and shall not directly or indirectly provide Misleading information about their capacity, capability experience, expertise and resources.
- 2.4 Not take any undue action intended to influence the Judgement of a public official, professional for the purpose of any project.
- 2.5 Exercise discretion and dignity in their general business conduct and in the use of their name and IIID affiliation in promotional activities.

3. RESPONSIBILITY TO THE CLIENT

- 3.1 The contractual agreement with a client shall clearly set forth the scope and nature of work involved, type and quality and of materials to be used, services to be performed, contract rates, completion schedule, terms of payment and any terms governing any disputes concerning the contract.
- 3.2 Not undertake to execute an Interior job unless they have satisfied themselves that the materials and services which they are using therein conform to minimum and maximum quality and performance standards as specified in the contract or as required by the client. A member shall accept full responsibility for the quality of materials, services and workmanship and should any defects develop, during the defects liability period the member shall endeavour to repair/replace the defects or suitably compensate the client.

- 3.3 Not offer any form of undisclosed compensation to any person or firm with whom the member deals in connection with the project.
- 3.4 Not divulge any confidential information about the client or the client's project or utilize photographs or specifications of the project without the express permission of the client, and the Interior designer, with an exception for those specifications or products or services over which the member retains proprietary/trade rights.
- 3.5 Be candid and truthful in all their business communications.
- 3.6 Act with fiscal responsibility in the best interests of their clients and shall maintain sound business relationships with Manufacturers and Interior Designers to ensure the best services possible to the clients.
- 3.7 Charge only fair and reasonable price from their clients.

4. RESPONSIBILITY TO OTHER INTERIOR FURNISHING CONTRACTORS

- 4.1 Not initiate or participate in any discussion or activity which might result in an unjust injury to another Trade member's reputation or business relationships directly or indirectly.
- 4.2 Not attempt, directly or indirectly to supplant another member, by means of unfair inducements, Members shall not knowingly entertain any business propositions upon which another member has been involved without notifying the other member and upon being personally satisfied that the client/customer has severed contractual relationships with the said member.
- 4.3 When requested and it does not present a conflict of interest, render a second opinion to a client/customer or serve as expert witness in a judicial or arbitration proceeding on obtaining consent in advance from the affected parties.
- 4.4 Not endorse the application for IIID membership of individuals or firm known to be unqualified with respect to their reputation, business dealings and moral character.

5. RESPONSIBILITY TO THE INTERIOR DESIGNERS

- 5.1 Not offer unfair inducements to an Interior Designer or his employees to secure business or any favour directly or indirectly.
- 5.2 Provide correct information about their capacity, capability, resources, experience and expertise to the Interior Designer.
- 5.3 Act with fairness and integrity when dealing with an Interior Designer. They shall endeavour to see that the supplies and services rendered are of required quality and standard, at fair price and as per agreed delivery schedule and terms of contract, in a spirit of fair business practice.

5.4 Not offer their services under a Turnkey Contract to include Interior Design Consultancy Services to any prospective client unless the member is a qualified Interior Designer or has on his staff or has employed the services of a qualified Interior Designer.

6. RESPONSIBILITY TO THE VOCATION

6.1 Maintain standards of business and personal conduct that will reflect in a responsible manner on the Institute, the Industry and Trade.

6.2 Seek to continually upgrade their products and services, technical knowledge and competency with respect to Interior Furnishing & implementation of design specifications.

6.3 Endeavour to contribute to the upgradation of the Interior Furnishing Industry and trade through dissemination of information and positive and active support to the Institute of Indian Interior Designers to enhance the status of the Institute, Industry and Trade individually and collectively.