

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE ROYAL INSTITUTION OF CHARTERED SURVEYORS of 12 Great George Street, Parliament Square, London, SW1P 3AD, hereinafter referred to as “RICS”;

AND

THE CANADIAN INSTITUTE OF QUANTITY SURVEYORS of 90 Nolan Court, Unit 19, Markham, ON L3R 4L9, hereinafter referred to as “CIQS”;

AND

THE CANADIAN ASSOCIATION OF CONSULTING QUANTITY SURVEYORS, of c/o Bruce van Ryn-Bocking, 9450 County Rd 9, Creemore, Ontario, L0M 1G0, Canada, hereinafter referred to as “CACQS”.

RICS, CIQS and CACQS are hereinafter referred to individually as “Party” and collectively as “the Parties.”

WHEREAS

RICS is a global professional organization committed to advancing standards in land, property and construction; and

CIQS is a Canadian professional organization committed to advancing standards for construction economics; and

CACQS is a Canadian professional organization committed to advancing the interests of member consulting Quantity Surveying firms; and

RICS has an existing MOU with the CIQS and the CIQS has an existing MOU with the CACQS; and

RICS, CIQS and CACQS desire to execute a tri-party MOU that reflects their ongoing commitment to the profession of Quantity Surveying in Canada.

OBJECTIVES

The Parties enter into this Memorandum of Understanding (the MOU) with the following objectives:

- Encourage a positive environment within which the Parties can work collaboratively; and
- Provide a basis for joint action in priority areas of common interest; e.g., continuing professional development, education, member services, professional services; and
- Provide a mechanism at a senior level for continuing dialogue between RICS, CIQS, and CACQS.

1. AREAS OF COLLABORATION

The Parties shall endeavour to collaborate in the following manner:

- 1.1 The Parties shall seek to ensure the competency of Quantity Surveyors in Canada; and
- 1.2 The Parties shall seek to increase the recognition of the profession of Quantity Surveying; and
- 1.3 The Parties shall seek to provide opportunities to upskill Quantity Surveyors in Canada; and
- 1.4 The Parties shall each seek to inform their respective professional members of the other's relevant qualifications, accreditations and routes to membership as appropriate; and
- 1.5 Subject to contract, the parties shall actively consider opportunities for the co-development, co-branding and commercial sale of training, educational products, standards and guidelines; and
- 1.6 The Parties shall seek to develop events, where appropriate, in cooperation with each other.

2. OTHER DEALINGS

For the avoidance of doubt, nothing in this memorandum of understanding shall restrict any of the Parties from engaging, affiliating or contracting with any other industry body or other third party.

3. TERM AND TERMINATION

- 3.1 The terms of this MOU shall commence on the date of signature by all of the Parties.

3.2 Any party may terminate its participation in this MOU by giving at least six months' notice in writing to the other parties at any time. If one party withdraws from the MOU, then the terms of the MOU remain valid for the remaining 2 parties. If 2 parties terminate their participation in this MOU, leaving one party, the MOU will be terminated.

4. CHANGES TO THIS MEMORANDUM OF UNDERSTANDING

4.1 Any changes to this Memorandum of Understanding, except with relation to 3. Term and Termination, will not take effect unless and until they are signed by all of the current parties to the MOU.

5. STATUS

5.1 This MOU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this MOU. The Parties enter into the MOU intending to honour all their obligations.

5.2 Nothing in this MOU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.

5.3 With the exception of any agreement related to the direct entry of members from one organization to another, this MOU supersedes and replaces any existing non-legally binding agreements between any of the Parties that were fully executed prior to the full execution of this MOU. In the event that there is a conflict between this MOU and any non-legally binding agreement between any of the Parties, where that non-legally binding agreement was fully executed after the date of full execution of this MOU, this MOU will take precedence.

5.4 This MOU shall be governed by the laws of the Province of Ontario or any other Province/Territory as agreed between the Parties.

SIGNATURE PAGE



December 10, 2015

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Neil Shah
Managing Director, RICS Americas
For and on behalf of **THE ROYAL
INSTITUTION OF CHARTERED
SURVEYORS**

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Date



December 9, 2015

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Lois Metcalfe,
Executive Director
For and on behalf of **THE CANADIAN
INSTITUTE OF QUANTITY
SURVEYORS**

.....
Date

B van Ryn-Bocking

December 10, 2015

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Bruce van Ryn-Bocking,
Executive Director
For and on behalf of **THE CANADIAN
ASSOCIATION OF CONSULTING
QUANTITY SURVEYORS**

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Date