

CANADIAN INSTITUTE OF QUANTITY SURVEYORS

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NATIONAL STANDARDS

PREAMBLE

The purpose of the National Standards is to ensure each individual holding a designation issued by the Canadian Institute of Quantity Surveyors upholds a consistent set of standards and ethics.

The National Standards are established and modified from time to time by resolution of the Board, which is comprised of Directors from across Canada who are elected by the Members.

The Board is committed to reviewing the National Standards at least annually, and more frequently as required.

If any person has suggestions on improving the National Standards, you are encouraged to contact a Director on the Board.

ARTICLE 1 INTERPRETATION

In these National Standards:

- 1.1 “**Corporation**” or “**CIQS**” means the Canadian Institute of Quantity Surveyors.
- 1.2 “**Board**” means the board of directors of the Corporation and “**Director**” means a member of the Board.
- 1.3 “**Member**” is a duly qualified individual, recognized by the Corporation as a member in accordance with the by-laws of the Corporation.
- 1.4 “**Client**” means a person or firm or company with whom a Member has an agreement to provide services or with whom a Member’s employer has an agreement to provide services which services are provided in whole or in part by the Member.
- 1.5 “**Continuing Professional Development (CPD)**” means the systematic maintenance, improvement and broadening of knowledge and skill, and the development of personal qualities necessary for the execution of professional and technical duties throughout the Member’s association with the Corporation.
- 1.6 “**National Standards**” means these National Standards found on CIQS’s website (www.ciqs.org) as may be amended and updated, in CIQS’s sole discretion, from time to time.
- 1.7 Words in one gender include all genders.

ARTICLE 2 MEMBERS

- 2.1 **Members.** Membership in the Corporation shall be available only to individuals who have applied for and been accepted into membership in the Corporation by resolution of the Board or in such other manner as may be determined by the Board from time to time, each of whom must:
 - 2.1.1 be an active Professional Quantity Surveyor/Économiste en Construction Agréé (“**PQS**”) and hold a certificate from the Corporation designating the individual as a PQS;
 - 2.1.2 be an active Construction Estimator Certified/Estimateur en Construction Certifié (“**CEC**”) and hold a certificate from the Corporation designating the individual as a CEC;
 - 2.1.3 be a retired PQS or CEC within the meaning of the Canadian Institute of Quantity Surveyors National Standards (the “**National Standards**”) as may be amended from time to time (“**Retiree**”); or

- 2.14 be an honorary member admitted to membership pursuant to a resolution of the Board (“**Honorary Member**”).
- 2.2 **PQS.** Members belonging to the PQS category shall have successfully completed the TPE for the PQS designation as defined by the Corporation. For details of the TPE requirements, please refer to the current Education Policy Guidance Notes Section B. Qualified Members in this category may use the designatory letters “PQS” and the title “Professional Quantity Surveyor” or the French equivalent of “ECA” and the title “Économiste en Construction Agréé”.
- 2.3 **CEC.** Members belonging to the CEC category shall have successfully completed the TPE for the CEC designation as noted in the current Education Policy Guidance Notes Section B. For details of the TPE requirements, please refer to the current Education Policy Guidance Notes Section B. Qualified members in this category may use the designatory letters “CEC” and the title “Construction Estimator Certified” or the French equivalent of “ECC” and the title “Estimateur en Construction Certifié”.
- 2.4 **Retired Member.** Members belonging to the Retiree category shall have belonged to the PQS or CEC categories of membership, but are no longer receiving monetary compensation for practicing as a PQS or CEC.
- 2.5 **Honorary Member.** Members belonging to the Honorary Member category shall have been admitted to membership pursuant to a resolution of the Board.
- 2.6 **Other Member Classifications.** Persons who are not part of the categories listed in Section 2.1 are not “Members” of the Corporation.
- 2.7 **Non-Resident Members.** Accepted and identified Members who leave Canada and/or Members resident outside of Canada (the “**Non-Resident Members**”) may retain their Member status by continuing to abide by the acceptance and identification protocols of the Corporation.
- 2.8 **Change in Member Status.** Members of a Chapter who move to reside in another area of jurisdiction shall notify the Corporation of the change of address. Members may attain Member status in the Corporation only through the Corporation. Members shall maintain the currency of their Member status through the Corporation and follow the CIQS National Standards.

ARTICLE 3

APPLICATION FOR MEMBER STATUS

- 3.1 Applications shall be made to the Corporation on a form provided for that purpose and shall be accompanied by the specified fee.
- 3.2 Applications for Corporation Member certificates must be made on the form provided by the Corporation.

**ARTICLE 4
CHAPTERS**

- 4.1 Chapters – The Board may establish from time to time chapters to carry out activities of a regional nature as more particularly described in terms of reference of each chapter. Chapters exist at the pleasure of the Board.
- 4.2 The Board may from time to time, in the Board’s sole discretion, create out of country chapters at the request of the Non-Resident Members, in a geographical area or country outside of Canada. These chapters would engage in the following activities: bringing forward to the Board issues particular to the chapter’s members and make recommendations with respect to those issues and organizing presentations and marketing and networking events within the chapter’s geographical boundaries for local members, students, associates, or other persons to promote the Corporation or carry out its objects.
- 4.3 The boundaries of jurisdiction of the chapters shall be specified by the Board in accordance with the By-laws of the Corporation.

**ARTICLE 5
MEMBER REGISTER**

- 5.1 The Member Register shall be the official list of all Members of the Corporation in which the full name of each person admitted to Member status in the Corporation shall be entered, together with his/her mailing address and telephone number, the date on which they became members and their Corporation diploma number, if applicable.
- 5.2 A Member register shall be maintained by the Corporation.
- 5.3 A Member can honourably withdraw from the Corporation by delivering to the Corporation a written resignation, provided that his/her Member status is currently in good standing.
- 5.4 Should a status cease to be current due to resignation, for non-payment of fees, or is suspended or cancelled, his/her name shall be removed from the Member Register. It shall not be restored until his/her Member status is reinstated, or until the period of his/her suspension has expired.
- 5.5 If a Member’s status has lapsed for more than three years that fees became first due he/she must re-sit the current TPE Practice Problem and be subject to whatever payment rules are defined by the Corporation.

**ARTICLE 6
CERTIFICATES OF QUALIFIED MEMBER**

- 6.1 The Corporation shall issue to each qualified Member a certificate of qualified Member status in the Corporation within a reasonable period after his qualified Member status has been granted. The Certificate shall be numbered and shall bear the qualified Member’s name and the date of his admission to qualified Member status in the Corporation. It shall

be signed by the Chair of the Board, the Secretary and one other member of the Board. The Certificate remains the property of the Corporation and shall be returned to the Registrar if the qualified Member's current status ceases, is cancelled or suspended.

- 6.2 In the case of retirement or the decease of a Member in good standing, the Corporation shall relinquish any claim to the certificate of the said retired or deceased Member.

ARTICLE 7 DISCIPLINE

In the case of a disciplinary hearing, the Corporation must follow the CIQS Rules of Practice and Procedure. Refer to Appendix E

ARTICLE 8 CONTINUING PROFESSIONAL DEVELOPMENT

The Corporation shall establish the criteria for acceptable standards of Continuing Professional Development ("CPD"). Standards will be posted on the Corporation web site and will be reviewed or updated by the Board on an annual basis. These standards shall form the basis of the record summary required to be maintained by each identified Member. It shall be mandatory for identified Members to complete CPD and achieve a minimum of 50 points annually and submit a record, if deemed necessary by the Corporation, in the approved format issued by the Corporation. Identified Members are exempt from CPD requirements during their first year of membership. For clarity, identified Member shall mean PQS and CEC.

ARTICLE 9 EDUCATIONAL AND ACADEMIC STANDARDS

- 9.1 The Corporation shall establish the criteria for acceptable educational and academic standards in the various Member categories. Such standards will be posted on the Corporation website (www.ciqs.org) and will be reviewed or updated by the Board on a regular basis.
- 9.2 It shall be the responsibility of the Corporation to abide by these standards when conducting assessments of applications for Member categories; review of educational institution curriculae and such like. For clarity, the decision of the Corporation regarding the suitability of acceptable qualifications of any Member candidate and their fit to the applicable, then- posted Corporation educational and academic standards, shall be final.

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**ADDENDUM TO
NATIONAL STANDARDS
RE: MEMBER'S STANDARDS**

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PREAMBLE

This document is referred to as an Addendum to the CIQS National Standards which specifically outlines the standards for Members not covered in the National Standards.

This Addendum should be read in conjunction with the CIQS By-laws and National Standards.

**APPENDIX A
LICENCING AGREEMENT FOR
PROFESSIONAL QUANTITY SURVEYOR**



LICENSING AGREEMENT FOR PROFESSIONAL QUANTITY SURVEYOR / ÉCONOMISTE EN CONSTRUCTION AGRÉÉ

I, the undersigned, do hereby submit this application to CIQS to become or renew my status as, a
PROFESSIONAL QUANTITY SURVEYOR / ÉCONOMISTE EN CONSTRUCTION AGRÉÉ
Designation Holder with CIQS and a member of CIQS in accordance with the terms set forth below.

DATED the _____ day of _____, 20____

Signature:

Printed Name:

Member ID #

I AGREE

By checking the "I AGREE" checkbox and submitting this application to CIQS, and for good and valuable consideration, the receipt and sufficiency of which you acknowledge (including, without limitation, granting or renewing your status as a CIQS Designation Holder), you agree to the terms as set out below (the "**Agreement**") as of the date CIQS notifies you that it has accepted you, or renewed your status as, a Designation Holder (the "**Effective Date**").

1. So long as you are a Designation Holder in good standing with CIQS, CIQS grants you a limited, revocable, non-exclusive, non-assignable, non-sublicensable, license to use in Canada during the Term (as defined below) the PROFESSIONAL QUANTITY SURVEYOR, ÉCONOMISTE EN CONSTRUCTION AGRÉÉ, PQS, and ECA marks (the "**CIQS Designations**") in association with the services of:
 - a. preparing and pricing quantity take-offs including analytic estimating for various types and forms of construction;
 - b. preparing bills of quantities;
 - c. identifying, prequalifying, evaluating, analyzing and selecting contractors and other supplied services and products;
 - d. reviewing relevant project documentation, tender and contract documents;
 - e. preparing tender/proposal evaluation criteria;
 - f. preparing, pricing and submitting tenders/proposals;
 - g. reviewing, evaluating, analyzing, negotiating and recommending for award tender/proposal submissions;
 - h. developing, preparing, pricing and negotiating changes/claims;
 - i. managing, administering and coordinating construction projects/contracts;
 - j. assisting and supporting negotiation with construction project stakeholders;
 - k. assessing applications for payment and verifying and supporting the process of payment certification;
 - l. reviewing construction progress schedules;
 - m. preparing, forecasting and reporting construction costs;
 - n. preparing cash flows;
 - o. preparing and maintaining unit price reference databases;
 - p. preparing economic feasibility studies from information provided by construction stakeholders;
 - q. preparing life cycle cost analysis and development proformas for construction stakeholders;
 - r. identifying, evaluating, analyzing and managing risk;
 - s. preparing and reviewing reserve fund study cost analysis;
 - t. preparing and reviewing replacement and loss cost analysis;



- u. providing advice on construction cost control and planning to construction stakeholders;
- v. preparing tender packages consisting of bills of quantities, specifications, scopes of work and relevant project documentation;
- w. preparing and monitoring construction progress schedules;
- x. establishing and implementing the cost control process;
- y. providing project monitoring services and loan monitoring services;
- z. providing independent certification services and payment certification services;
- aa. providing earned value analysis;
- bb. evaluating changes and finalizing contract amount at close-out;
- cc. collaborating in value management strategies;
- dd. supporting the process of the resolution of contract disputes; and
- ee. providing expert assessments, reports and testimony;

(collectively, the “**Services**”)

upon notification that CIQS has accepted you, or renewed your status, as a PROFESSIONAL QUANTITY SURVEYOR / ÉCONOMISTE EN CONSTRUCTION AGRÉÉ Designation Holder.

2. You shall perform the Services in accordance with the standard established by CIQS in the National Standards found on CIQS’s website (www.ciqs.org) and associated documents as may be amended and updated, in CIQS’s sole discretion, from time to time.
3. So long as you are a Designation Holder in good standing with CIQS, CIQS grants you a limited, revocable, non-exclusive, non-assignable, non-sublicensable, license to display the CANADIAN INSTITUTE OF QUANTITY SURVEYORS, CIQS and CIQS & Design marks in Canada (“**CIQS Marks**”).
4. You acknowledge and agree that CIQS is the owner of all rights, title and interest in and to the CIQS Marks and CIQS Designations including, but not limited to, all trade-mark applications and registrations and official marks therefore, and any trade names and business names comprising the CIQS Marks and CIQS Designations. Any and all use of the CIQS Marks and CIQS Designations by you, including all goodwill appertaining thereto, inures to the sole benefit of CIQS.
5. You shall use the CIQS Marks and CIQS Designations in accordance with CIQS’s brand use guidelines as amended from time to time and available in the Members’ Only Section on the CIQS website www.ciqs.org. Without limiting or being limited by the foregoing you agree as follows. You shall only use and display the CIQS Marks and CIQS Designations in the form as supplied by CIQS to you. You shall not use the CIQS Marks or CIQS Designations to directly or indirectly indicate that CIQS endorses, authorizes, warrants or guarantees you, your company, your employer, your employees or contractors, or the services provided by any of the foregoing. You shall, when displaying any of the CIQS Marks, provide a notice in proximity to the CIQS Marks that “CANADIAN INSTITUTE OF QUANTITY SURVEYORS, CIQS and CIQS & Design marks are owned by the Canadian Institute of Quantity Surveyors and used under license”. You may display the CIQS Designations so long as they are used in association with the performance or advertisement of the Services by you. CIQS may grant or refuse approval of each specific use and display of any CIQS Marks and CIQS Designations. You shall not use or display the CIQS Marks or CIQS Designations in any way that is likely to prejudice CIQS’s rights or depreciate its goodwill, in the marks. You shall report to CIQS any use or display of CIQS Marks and CIQS Designations by any person that could detract from the high ideals and values of CIQS or in any way prejudices or discredits CIQS or depreciates its goodwill in its marks and designations.
6. If you are not already a member of CIQS, by way of this application, you are applying to become a member of CIQS and may be admitted as a member in accordance with the by-laws of CIQS. If you are a member of CIQS, you are applying to renew your membership in accordance with the by-laws of CIQS.
7. You shall comply with all CIQS’s bylaws, rules, regulations, and directives as published and amended from time to time by CIQS including, without limitation, the National Standards. CIQS may observe and review you and your performance of the Services to assess whether they meet CIQS’s defined standard. CIQS may, at any time and in its sole discretion, suspend or terminate your Designation Holder status and/or membership by written notice to you for any reason including, without limitation: breach of any term of this Agreement; failure to perform the Services in accordance with the National Standards; failure to comply with any of CIQS’s bylaws, rules, regulations, or directives; or failure to pay your fees. Upon breach by you of any of the provisions of this Agreement or any of CIQS’s bylaws, rules, regulations or directives, including the failure to pay any membership dues or fees in a timely manner, or upon suspension or termination of your Designation



Holder status and/or membership in CIQS for any reason, you shall no longer be a Designation Holder in good standing or member in good standing of CIQS and you shall immediately cease using and displaying the CIQS Marks and CIQS Designations and exercising any rights as a member of CIQS.

8. You shall do all things and execute all documents, without any further consideration, to secure and protect CIQS's rights, title and interest in the CIQS Marks and CIQS Designations including, but not limited to, providing specimens of use of the marks or other materials and swearing Affidavits. You shall not, directly or indirectly, challenge, attack, oppose, or attempt to invalidate or cancel any of CIQS's right, title or interest in or to CIQS's official marks and trade-marks and any of its applications and registrations therefore including, without limitation, the CIQS Designations and CIQS Marks. You shall not adopt, apply to register, or register, any of the CIQS Marks and CIQS Designations or any mark or name confusingly similar thereto, or likely to be mistaken therefor, as a trade-mark, trade name, business name, or domain name.
9. The term of this Agreement is for a period of one year from the Effective Date (the "**Term**"). Thereafter, the Agreement shall automatically renew for up to one additional one-year or shorter period ending March 31st upon the payment of your Designation Holder fees to CIQS for that additional period and unless otherwise terminated in accordance with this Agreement, and each renewal period shall be deemed to be included in the defined term "**Term**". This Agreement may be terminated at any time by CIQS or you for convenience upon written notification. Sections 4, 7, 8, and 10 survive termination of this Agreement. Upon termination or expiry of this Agreement for any reason, you shall automatically cease being a Designation Holder and you shall automatically cease being a member of CIQS.
10. Time is of the essence. This Agreement may be assigned by CIQS at any time without prior notice to you. You shall not assign this Agreement. This Agreement is binding on the parties and their successors, heirs and permitted assigns. This Agreement may be executed and delivered electronically in counterparts, each of which is deemed an original. This Agreement is governed by and construed in accordance with the laws of the province of Ontario and the Federal laws of Canada. The parties attorn to the exclusive jurisdiction of the courts of Ontario and the Federal Court of Canada. CIQS may alter or modify the terms of this Agreement unilaterally at any time, in its sole discretion, without any notice to you. You consent that any information you provide to CIQS, including without limitation any person information, may be communicated or transferred by CIQS to any other person without any notice to you. This Agreement is drawn up in English at the request of all parties. Les parties aux présentes ont expressément convenu que ce contrat soit rédigé en anglais.

For questions concerning how you may use and display CIQS Marks and CIQS Designations under the Agreement, please contact: Chief Executive Officer, Canadian Institute of Quantity Surveyors, 90 Nolan court, Unit 19, Markham, ON L3R 4L9, Toll Free: 1-866-345-1168; Phone: 905-477-0008; Fax: 905-477-6774; Email: ceo@ciqs.org

APPENDIX B
ACCORD DE LICENCE POUR
ÉCONOMISTE EN CONSTRUCTION AGRÉÉ



ACCORD DE LICENCE POUR ÉCONOMISTE EN CONSTRUCTION AGRÉÉ / PROFESSIONAL QUANTITY SURVEYOR

Je, soussigné, soumetts par la présente cette demande à l'ICÉC pour devenir – ou renouveler mon statut –

ÉCONOMISTE EN CONSTRUCTION AGRÉÉ / PROFESSIONAL QUANTITY SURVEYOR

titulaire de la désignation auprès de l'ICÉC et membre de l'ICÉC conformément aux conditions énoncées ci-après.

DATE : Le _____ 20_____

Signature :

Nom en caractères d'imprimerie :

Numéro de membre :

J'ACCPTE

En cochant la case « J'ACCPTE » et en soumettant cette demande à l'ICÉC, et pour contrepartie valable, le reçu et la qualité dont vous accusez réception (y compris, sans limitation, l'octroi ou le renouvellement de votre statut de titulaire d'une désignation de l'ICÉC), vous acceptez les conditions décrites ci-dessous (l'« accord ») à la date à laquelle l'ICÉC vous a informé qu'elle vous a accepté ou qu'elle a renouvelé votre statut titulaire d'une désignation (la « date d'effet »).

1. Tant que vous êtes titulaire d'une désignation en règle avec l'ICÉC, l'ICÉC vous accorde un permis limité, révocable, non exclusif, non cessible, non sous-licenciable, à utiliser au Canada pendant la durée du terme (définie ci-après), la désignation ÉCONOMISTE EN CONSTRUCTION AGRÉÉ / PROFESSIONAL QUANTITY SURVEYOR, et les marques ÉCA et PQS (les « désignations de l'ICÉC ») en association avec les services consistant à :
 - a. préparer et tarifier des relevés de quantités, y compris l'estimation analytique pour divers types et formes de construction;
 - b. préparer des devis quantitatifs;
 - c. identifier, préqualifier, évaluer, analyser et sélectionner les entrepreneurs et autres services et produits fournis;
 - d. examiner la documentation du projet, les appels d'offres et les documents contractuels pertinents;
 - e. préparer les critères d'évaluation des offres et/ou propositions;
 - f. préparer, tarifier et soumettre des offres et/ou propositions;
 - g. examiner, évaluer, analyser, négocier et recommander des soumissions de soumissions et/ou propositions;
 - h. élaborer, préparer, tarifier et négocier des modifications et/ou réclamations;
 - i. gérer, administrer et coordonner les projets et/ou contrats de construction;
 - j. assister et soutenir la négociation avec les intervenants du projet de construction;
 - k. évaluer les demandes de paiement et vérifier et soutenir le processus de certification des paiements;
 - l. examiner les calendriers d'avancement de la construction;
 - m. préparer, prévoir et déclarer les coûts de construction;
 - n. préparer les flux de trésorerie;
 - o. préparer et maintenir les bases de données de référence des prix unitaires;
 - p. préparer des études de faisabilité économique à partir des informations fournies par les intervenants de la construction;



- q. préparer l'analyse des coûts du cycle de vie et les formulaires de développement pour les acteurs de la construction;
- r. identifier, évaluer, analyser et gérer les risques;
- s. préparer et examiner l'analyse des coûts de l'étude du fonds de réserve;
- t. préparer et examiner une analyse des coûts de remplacement et de perte;
- u. fournir des conseils sur le contrôle et la planification des coûts de construction aux intervenants de la construction;
- v. la préparation des dossiers d'appel d'offres comprenant les devis quantitatifs, les spécifications, l'étendue des travaux et la documentation pertinente du projet;
- w. préparer et suivre les calendriers d'avancement des travaux;
- x. établir et mettre en œuvre le processus de contrôle des coûts;
- y. fournir des services de suivi des projets et des services de suivi des prêts;
- z. fournir des services de certification indépendants et des services de certification des paiements;
- aa. fournir une analyse de la valeur acquise;
- bb. évaluer les modifications et finaliser le montant du contrat à la clôture;
- cc. collaborer à des stratégies de gestion de la valeur;
- dd. soutenir le processus de règlement des différends contractuels; et
- ee. fournir des expertises, des rapports et des témoignages;

(collectivement, les « **services** »)

dès la notification que l'ICÉC vous a accepté en qualité d'ÉCONOMISTE EN CONSTRUCTION AGRÉÉ / PROFESSIONAL QUANTITY SURVEYOR ou qu'elle a décidé de renouveler votre statut de titulaire de la désignation.

2. Vous exécuterez les services conformément à la norme établie par l'ICÉC dans les normes nationales figurant sur le site Web de l'ICÉC (www.ciqs.org) et dans les documents associés qui peuvent être modifiés et mis à jour de temps à autre, à la seule discrétion de l'ICÉC.
3. Tant que vous êtes titulaire d'une désignation en règle auprès de l'ICÉC, l'ICÉC vous accorde une licence limitée, révocable, non exclusive, non cessible, non sous-licenciable, pour vous permettre d'afficher les marques de l'INSTITUT CANADIEN DES ÉCONOMISTES EN CONSTRUCTION, ICÉC et les marques de conception de l'ICÉC au Canada (les « **marques de l'ICÉC** »).
4. Vous reconnaissez et acceptez que l'ICÉC est le propriétaire de tous les droits, titres et intérêts relatifs aux marques de l'ICÉC et aux désignations de l'ICÉC, y compris, sans toutefois s'y limiter, toutes les demandes et enregistrements de marques de commerce et les marques officielles correspondantes, ainsi que tous les noms commerciaux et les dénominations commerciales comprenant les marques de l'ICÉC et les désignations de l'ICÉC. Toute utilisation des marques de l'ICÉC et des désignations de l'ICÉC par vous, y compris toute intention y afférente, profite à l'ICÉC.
5. Vous devez utiliser les marques de l'ICÉC et les désignations de l'ICÉC conformément aux directives d'utilisation de la marque de l'ICÉC telles que modifiées de temps à autre et disponibles dans la section réservée aux membres du site Web de l'ICÉC www.ciqs.org. Sans limiter ou être limité par ce qui précède, vous acceptez les conditions suivantes. Vous ne devez utiliser et afficher les marques de l'ICÉC et les désignations de l'ICÉC que sous la forme qui vous est fournie par l'ICÉC. Vous ne devez utiliser et afficher que les marques et les désignations de l'ICÉC sous la forme fournie par l'ICÉC. Vous ne devez pas utiliser les marques ou désignations l'ICÉC pour indiquer directement ou indirectement que l'ICÉC endosse, autorise, appuie ou garantit, vous, votre entreprise, votre employeur, vos employés ou sous-traitants, ou les services fournis par ce qui précède. Lorsque vous affichez l'une des marques de l'ICÉC, vous devez indiquer à proximité des marques de l'ICÉC que « L'INSTITUT CANADIEN DES ÉCONOMISTES EN CONSTRUCTION, l'ICÉC et les marques de commerce de l'ICÉC sont la propriété de l'Institut canadien des économistes en construction et sont utilisés sous licence ». Vous pouvez afficher les désignations de l'ICÉC lorsqu'ils sont utilisés en lien avec l'exécution ou la publicité des services que vous offrez. L'ICÉC peut accorder ou refuser l'approbation de chaque utilisation et affichage spécifiques de toute marque et de toute désignation de l'ICÉC. Vous ne devez pas utiliser ou afficher les marques de l'ICÉC ou les désignations de l'ICÉC d'une manière susceptible de porter atteinte aux droits de l'ICÉC ou de nuire à son image de marque. Vous devez signaler à l'ICÉC toute utilisation ou tout affichage des marques et désignations de l'ICÉC par toute personne susceptible de porter atteinte aux idéaux et aux valeurs élevés de l'ICÉC ou pouvant porter atteinte de quelque manière que ce soit à l'ICÉC ou de nuire à son image de marque ou ses désignations.



6. Si vous n'êtes pas déjà membre de l'ICÉC, par le biais de cette candidature, vous postulez en vue de devenir membre de l'ICÉC et vous pouvez être admis comme membre conformément aux règlements de l'ICÉC. Si vous êtes membre de l'ICÉC, vous demandez à renouveler votre adhésion conformément aux règlements de l'ICÉC.
7. Vous devez vous conformer à tous les règlements administratifs, règles, règlements et directives de l'ICÉC tels que publiés et modifiés de temps à autre par l'ICÉC, y compris, sans limitation, les normes nationales. L'ICÉC peut observer et examiner votre professionnalisme et votre exécution de services pour évaluer s'ils satisfont à la norme définie par l'ICÉC. L'ICÉC peut, à tout moment et dans son unique description, suspendre ou résilier votre statut de titulaire de désignation et/ou votre adhésion au moyen d'un avis écrit pour tout motif, y compris, sans limitation : le non-respect de l'une des conditions du présent accord; la non-exécution des services conformément aux normes nationales; le non-respect des règlements administratifs, règles, règlements ou directives de l'ICÉC; ou le non-paiement de vos frais. En cas de violation par vous de l'une des dispositions du présent accord ou de tout règlement administratif, règle, règlement ou directive de l'ICÉC, y compris le non-paiement de toute cotisation ou cotisation en temps voulu, ou en cas de suspension ou de résiliation de votre statut de titulaire de désignation et/ou l'adhésion à l'ICÉC pour quelque raison que ce soit, vous ne serez plus un titulaire de désignation en règle ou un membre en règle de l'ICÉC et vous cesserez immédiatement d'utiliser et d'afficher les marques de l'ICÉC et les désignations de l'ICÉC et d'exercer tout droit en tant que membre de l'ICÉC.
8. Vous devez faire tout ce qui est en vigueur et exécuter tous les documents, sans autre considération, pour sécuriser et protéger les droits, le titre et les intérêts de l'ICÉC relatifs aux marques de l'ICÉC et désignations de l'ICÉC, notamment en fournissant des spécimens d'utilisation des marques ou d'autres éléments et sous serment des affidavits. Vous ne devez pas, directement ou indirectement, contester, attaquer, opposer ou tenter d'invalider ou d'annuler tout droit, titre ou intérêt de l'ICÉC sur les marques officielles et les marques de commerce de l'ICÉC et leurs applications ou enregistrements, y compris, sans limitation, les désignations de l'ICÉC et les marques de l'ICÉC. Vous ne devez pas adopter, demander à enregistrer ou enregistrer une des marques de l'ICÉC ou des désignations de l'ICÉC ou une marque ou un nom qui pourrait prêter à confusion ou tromper le destinataire en tant que marque de commerce, nom commercial, nom d'entreprise ou nom de domaine.
9. La durée de la présente convention est pour une période d'un an à compter de la date d'effet (le « **terme** »). Par la suite, l'accord sera automatiquement renouvelé pour une période supplémentaire d'un an ou plus se terminant le 31 mars, dès le paiement de vos frais de titulaire de désignation à l'ICÉC pour cette période supplémentaire et, sauf dénonciation contraire conformément au présent accord, est réputé être inclus dans le terme défini « **terme** ». Le présent accord peut être résilié à tout moment par l'ICÉC ou vous pour plus de commodité sur notification écrite. Les articles 4, 7, 8 et 10 demeurent en vigueur après la résiliation du présent accord. À la résiliation ou à l'expiration du présent accord pour quelque motif que ce soit, vous cesserez automatiquement d'être un titulaire de désignation et vous cesserez automatiquement d'être membre de l'ICÉC.
10. Le temps est un facteur clé. Le présent accord peut être affecté par l'ICÉC à tout moment sans préavis. Vous ne devez pas céder le présent accord. Le présent accord lie les parties et leurs successeurs, héritiers et ayants droit. Le présent accord peut être signé et transmis électroniquement en plusieurs exemplaires, chacun d'eux étant considéré comme un original. Le présent accord est régi et interprété conformément aux lois de la province de l'Ontario et aux lois fédérales du Canada. Les parties ont reconnu la compétence exclusive des tribunaux de l'Ontario et de la Cour fédérale du Canada. L'ICÉC peut altérer ou modifier les termes du présent accord de manière unilatérale à tout moment, à sa seule discrétion, sans préavis. Vous acceptez que toute information que vous fournissez à l'ICÉC, y compris, sans limitation, toute information sur une personne, puisse être communiquée ou transférée par l'ICÉC à toute autre personne sans préavis. Le présent accord a été rédigé en anglais à la demande de toutes les parties. Les parties aux présentes ont expressément convenu que le présent accord est rédigé en anglais.

Pour toute question concernant l'utilisation et l'affichage des marques de l'ICÉC et des désignations de l'ICÉC en vertu du présent accord, veuillez contacter : Directrice générale, Institut canadien des économistes en construction, 90 cour Nolan, Unité 19, Markham (Ontario) L3R 4L9, Sans frais : 1-866-345-1168; Téléphone : 905-477-0008; Télécopieur : 905-477-6774; [Courriel : info@ciqs.org](mailto:info@ciqs.org)

**APPENDIX C
LICENCING AGREEMENT FOR
CONSTRUCTION ESTIMATOR CERTIFIED**



LICENSING AGREEMENT FOR CONSTRUCTION ESTIMATOR CERTIFIED / ESTIMATEUR EN CONSTRUCTION CERTIFIÉ

I, the undersigned, do hereby submit this application to CIQS to become or renew my status as, a
CONSTRUCTION ESTIMATOR CERTIFIED / ESTIMATEUR EN CONSTRUCTION CERTIFIÉ
Designation Holder with CIQS and a member of CIQS in accordance with the terms set forth below.

DATED the _____ day of _____, 20____

Signature:

Printed Name:

Member ID #

I AGREE

By checking the "I AGREE" checkbox and submitting this application to CIQS, and for good and valuable consideration, the receipt and sufficiency of which you acknowledge (including, without limitation, granting or renewing your status as a CIQS Designation Holder), you agree to the terms as set out below (the "**Agreement**") as of the date CIQS notifies you that it has accepted you, or renewed your status as, a Designation Holder (the "**Effective Date**").

1. So long as you are a Designation Holder in good standing with CIQS, CIQS grants you a limited, revocable, non-exclusive, non-assignable, non-sublicensable, license to use in Canada during the Term (as defined below) the CONSTRUCTION ESTIMATOR CERTIFIED, ESTIMATEUR EN CONSTRUCTION CERTIFIÉ, CEC, and ECC marks marks (the "**CIQS Designations**") in association with the services of:
 - a. preparing and pricing quantity take-offs including analytic estimating for various types and forms of construction;
 - b. preparing bills of quantities;
 - c. identifying, prequalifying, evaluating, analyzing and selecting contractors and other supplied services and products;
 - d. reviewing relevant project documentation, tender and contract documents;
 - e. preparing tender/proposal evaluation criteria;
 - f. preparing, pricing and submitting tenders/proposals;
 - g. reviewing, evaluating, analyzing, negotiating and recommending for award tender/proposal submissions;
 - h. developing, preparing, pricing and negotiating changes/claims;
 - i. managing, administering and coordinating construction projects/contracts;
 - j. assisting and supporting negotiation with construction project stakeholders;
 - k. assessing applications for payment and verifying and supporting the process of payment certification;
 - l. reviewing construction progress schedules;
 - m. preparing, forecasting and reporting construction costs;
 - n. preparing cash flows; and
 - o. preparing and maintaining unit price reference databases;

(collectively, the "**Services**")

upon notification that CIQS has accepted you, or renewed your status, as a CONSTRUCTION ESTIMATOR CERTIFIED / ESTIMATEUR EN CONSTRUCTION CERTIFIÉ Designation Holder.



2. You shall perform the Services in accordance with the standard established by CIQS in the National Standards found on CIQS's website (www.ciqs.org) and associated documents as may be amended and updated, in CIQS's sole discretion, from time to time.
3. So long as you are a Designation Holder in good standing with CIQS, CIQS grants you a limited, revocable, non-exclusive, non-assignable, non-sublicensable, license to display the CANADIAN INSTITUTE OF QUANTITY SURVEYORS, CIQS and CIQS & Design marks in Canada ("**CIQS Marks**").
4. You acknowledge and agree that CIQS is the owner of all rights, title and interest in and to the CIQS Marks and CIQS Designations including, but not limited to, all trade-mark applications and registrations and official marks therefore, and any trade names and business names comprising the CIQS Marks and CIQS Designations. Any and all use of the CIQS Marks and CIQS Designations by you, including all goodwill appertaining thereto, inures to the sole benefit of CIQS.
5. You shall use the CIQS Marks and CIQS Designations in accordance with CIQS's brand use guidelines as amended from time to time and available in the Members' Only Section on the CIQS website www.ciqs.org. Without limiting or being limited by the foregoing you agree as follows. You shall only use and display the CIQS Marks and CIQS Designations in the form as supplied by CIQS to you. You shall not use the CIQS Marks or CIQS Designations to directly or indirectly indicate that CIQS endorses, authorizes, warrants or guarantees you, your company, your employer, your employees or contractors, or the services provided by any of the foregoing. You shall, when displaying any of the CIQS Marks, provide a notice in proximity to the CIQS Marks that "CANADIAN INSTITUTE OF QUANTITY SURVEYORS, CIQS and CIQS & Design marks are owned by the Canadian Institute of Quantity Surveyors and used under license". You may display the CIQS Designations so long as they are used in association with the performance or advertisement of the Services by you. CIQS may grant or refuse approval of each specific use and display of any CIQS Marks and CIQS Designations. You shall not use or display the CIQS Marks or CIQS Designations in any way that is likely to prejudice CIQS's rights or depreciate its goodwill, in the marks. You shall report to CIQS any use or display of CIQS Marks and CIQS Designations by any person that could detract from the high ideals and values of CIQS or in any way prejudices or discredits CIQS or depreciates its goodwill in its marks and designations.
6. If you are not already a member of CIQS, by way of this application, you are applying to become a member of CIQS and may be admitted as a member in accordance with the by-laws of CIQS. If you are a member of CIQS, you are applying to renew your membership in accordance with the by-laws of CIQS.
7. You shall comply with all CIQS's bylaws, rules, regulations, and directives as published and amended from time to time by CIQS including, without limitation, the National Standards. CIQS may observe and review you and your performance of the Services to assess whether they meet CIQS's defined standard. CIQS may, at any time and in its sole discretion, suspend or terminate your Designation Holder status and/or membership by written notice to you for any reason including, without limitation: breach of any term of this Agreement; failure to perform the Services in accordance with the National Standards; failure to comply with any of CIQS's bylaws, rules, regulations, or directives; or failure to pay your fees. Upon breach by you of any of the provisions of this Agreement or any of CIQS's bylaws, rules, regulations or directives, including the failure to pay any membership dues or fees in a timely manner, or upon suspension or termination of your Designation Holder status and/or membership in CIQS for any reason, you shall no longer be a Designation Holder in good standing or member in good standing of CIQS and you shall immediately cease using and displaying the CIQS Marks and CIQS Designations and exercising any rights as a member of CIQS.
8. You shall do all things and execute all documents, without any further consideration, to secure and protect CIQS's rights, title and interest in the CIQS Marks and CIQS Designations including, but not limited to, providing specimens of use of the marks or other materials and swearing Affidavits. You shall not, directly or indirectly, challenge, attack, oppose, or attempt to invalidate or cancel any of CIQS's right, title or interest in or to CIQS's official marks and trade-marks and any of its applications and registrations therefore including, without limitation, the CIQS Designations and CIQS Marks. You shall not adopt, apply to register, or register, any of the CIQS Marks and CIQS Designations or any mark or name confusingly similar thereto, or likely to be mistaken therefor, as a trade-mark, trade name, business name, or domain name.
9. The term of this Agreement is for a period of one year from the Effective Date (the "**Term**"). Thereafter, the Agreement shall automatically renew for up to one additional one-year or shorter period ending March 31st upon the payment of your Designation Holder fees to CIQS for that additional period and unless otherwise terminated in accordance with this Agreement, and each renewal period shall be deemed to be included in the defined term "**Term**". This Agreement may be terminated at any time by CIQS or you for convenience



upon written notification. Sections 4, 7, 8, and 10 survive termination of this Agreement. Upon termination or expiry of this Agreement for any reason, you shall automatically cease being a Designation Holder and you shall automatically cease being a member of CIQS.

10. Time is of the essence. This Agreement may be assigned by CIQS at any time without prior notice to you. You shall not assign this Agreement. This Agreement is binding on the parties and their successors, heirs and permitted assigns. This Agreement may be executed and delivered electronically in counterparts, each of which is deemed an original. This Agreement is governed by and construed in accordance with the laws of the province of Ontario and the Federal laws of Canada. The parties attorn to the exclusive jurisdiction of the courts of Ontario and the Federal Court of Canada. CIQS may alter or modify the terms of this Agreement unilaterally at any time, in its sole discretion, without any notice to you. You consent that any information you provide to CIQS, including without limitation any person information, may be communicated or transferred by CIQS to any other person without any notice to you. This Agreement is drawn up in English at the request of all parties. Les parties aux présentes ont expressément convenu que ce contrat soit rédigé en anglais.

For questions concerning how you may use and display CIQS Marks and CIQS Designations under the Agreement, please contact: Chief Executive Officer, Canadian Institute of Quantity Surveyors, 90 Nolan court, Unit 19, Markham, ON L3R 4L9, Toll Free: 1-866-345-1168; Phone: 905-477-0008; Fax: 905-477-6774; [Email: ceo@cigs.org](mailto:ceo@cigs.org)

**APPENDIX D
ACCORD DE LICENCE POUR
ESTIMATEUR EN CONSTRUCTION CERTIFIÉ**



ACCORD DE LICENCE POUR ESTIMATEUR EN CONSTRUCTION CERTIFIÉ / CONSTRUCTION ESTIMATOR CERTIFIED

Je, soussigné, soumetts par la présente cette demande à l'ICÉC pour devenir – ou renouveler mon statut –

ESTIMATEUR DE CONSTRUCTION CERTIFIÉ / CONSTRUCTION ESTIMATOR CERTIFIED

titulaire de la désignation auprès de l'ICÉC et membre de l'ICÉC conformément aux conditions énoncées ci-après.

DATE : Le _____ 20_____

Signature :

Nom en caractères d'imprimerie :

Numéro de membre :

J'ACCEPTE

En cochant la case « J'ACCEPTE » et en soumettant cette demande à l'ICÉC, et pour contrepartie valable, le reçu et la qualité dont vous accusez réception (y compris, sans limitation, l'octroi ou le renouvellement de votre statut de titulaire d'une désignation de l'ICÉC), vous acceptez les conditions décrites ci-dessous (l'« accord ») à la date à laquelle l'ICÉC vous a informé qu'elle vous a accepté ou qu'elle a renouvelé votre statut titulaire d'une désignation (la « date d'effet »).

1. Tant que vous êtes titulaire d'une désignation en règle avec l'ICÉC, l'ICÉC vous accorde un permis limité, révocable, non exclusif, non cessible, non sous-licenciable, à utiliser au Canada pendant la durée du terme (définie ci-après), la désignation ESTIMATEUR EN CONSTRUCTION CERTIFIÉ / CONSTRUCTION ESTIMATOR CERTIFIED, et les marques ECC et CEC (les « désignations de l'ICÉC ») en association avec les services consistant à :
 - a. préparer et tarifier des relevés de quantités, y compris l'estimation analytique pour divers types et formes de construction;
 - b. préparer des devis quantitatifs;
 - c. identifier, préqualifier, évaluer, analyser et sélectionner les entrepreneurs et autres services et produits fournis;
 - d. examiner la documentation du projet, les appels d'offres et les documents contractuels pertinents;
 - e. préparer les critères d'évaluation des offres et/ou propositions;
 - f. préparer, tarifier et soumettre des offres et/ou propositions;
 - g. examiner, évaluer, analyser, négocier et recommander des soumissions de soumissions et/ou propositions;
 - h. élaborer, préparer, tarifier et négocier des modifications et/ou réclamations;
 - i. gérer, administrer et coordonner les projets et/ou contrats de construction;
 - j. assister et soutenir la négociation avec les intervenants du projet de construction;
 - k. évaluer les demandes de paiement et vérifier et soutenir le processus de certification des paiements;
 - l. examiner les calendriers d'avancement de la construction;
 - m. préparer, prévoir et déclarer les coûts de construction;
 - n. préparer les flux de trésorerie; et
 - o. préparer et maintenir les bases de données de référence des prix unitaires;

(collectivement, les « services »)



dès la notification que l'ICÉC vous a accepté en qualité d'ESTIMATEUR DE CONSTRUCTION CERTIFIÉ / CONSTRUCTION ESTIMATOR CERTIFIED ou qu'elle a décidé de renouveler votre statut de titulaire de la désignation.

2. Vous exécuterez les services conformément à la norme établie par l'ICÉC dans les normes nationales figurant sur le site Web de l'ICÉC (www.ciqs.org) et dans les documents associés qui peuvent être modifiés et mis à jour de temps à autre, à la seule discrétion de l'ICÉC.
3. Tant que vous êtes titulaire d'une désignation en règle auprès de l'ICÉC, l'ICÉC vous accorde une licence limitée, révocable, non exclusive, non cessible, non sous-licenciable, pour vous permettre d'afficher les marques de l'INSTITUT CANADIEN DES ÉCONOMISTES EN CONSTRUCTION, ICÉC et les marques de conception de l'ICÉC au Canada (les « **marques de l'ICÉC** »).
4. Vous reconnaissez et acceptez que l'ICÉC est le propriétaire de tous les droits, titres et intérêts relatifs aux marques de l'ICÉC et aux désignations de l'ICÉC, y compris, sans toutefois s'y limiter, toutes les demandes et enregistrements de marques de commerce et les marques officielles correspondantes, ainsi que tous les noms commerciaux et les dénominations commerciales comprenant les marques de l'ICÉC et les désignations de l'ICÉC. Toute utilisation des marques de l'ICÉC et des désignations de l'ICÉC par vous, y compris toute intention y afférente, profite à l'ICÉC.
5. Vous devez utiliser les marques de l'ICÉC et les désignations de l'ICÉC conformément aux directives d'utilisation de la marque de l'ICÉC telles que modifiées de temps à autre et disponibles dans la section réservée aux membres du site Web de l'ICÉC www.ciqs.org. Sans limiter ou être limité par ce qui précède, vous acceptez les conditions suivantes. Vous ne devez utiliser et afficher les marques de l'ICÉC et les désignations de l'ICÉC que sous la forme qui vous est fournie par l'ICÉC. Vous ne devez utiliser et afficher que les marques et les désignations de l'ICÉC sous la forme fournie par l'ICÉC. Vous ne devez pas utiliser les marques ou désignations l'ICÉC pour indiquer directement ou indirectement que l'ICÉC endosse, autorise, appuie ou garantit, vous, votre entreprise, votre employeur, vos employés ou sous-traitants, ou les services fournis par ce qui précède. Lorsque vous affichez l'une des marques de l'ICÉC, vous devez indiquer à proximité des marques de l'ICÉC que « L'INSTITUT CANADIEN DES ÉCONOMISTES EN CONSTRUCTION, l'ICÉC et les marques de commerce de l'ICÉC sont la propriété de l'Institut canadien des économistes en construction et sont utilisés sous licence ». Vous pouvez afficher les désignations de l'ICÉC lorsqu'ils sont utilisés en lien avec l'exécution ou la publicité des services que vous offrez. L'ICÉC peut accorder ou refuser l'approbation de chaque utilisation et affichage spécifiques de toute marque et de toute désignation de l'ICÉC. Vous ne devez pas utiliser ou afficher les marques de l'ICÉC ou les désignations de l'ICÉC d'une manière susceptible de porter atteinte aux droits de l'ICÉC ou de nuire à son image de marque. Vous devez signaler à l'ICÉC toute utilisation ou tout affichage des marques et désignations de l'ICÉC par toute personne susceptible de porter atteinte aux idéaux et aux valeurs élevés de l'ICÉC ou pouvant porter atteinte de quelque manière que ce soit à l'ICÉC ou de nuire à son image de marque ou ses désignations.
6. Si vous n'êtes pas déjà membre de l'ICÉC, par le biais de cette candidature, vous postulez en vue de devenir membre de l'ICÉC et vous pouvez être admis comme membre conformément aux règlements de l'ICÉC. Si vous êtes membre de l'ICÉC, vous demandez à renouveler votre adhésion conformément aux règlements de l'ICÉC.
7. Vous devez vous conformer à tous les règlements administratifs, règles, règlements et directives de l'ICÉC tels que publiés et modifiés de temps à autre par l'ICÉC, y compris, sans limitation, les normes nationales. L'ICÉC peut observer et examiner votre professionnalisme et votre exécution de services pour évaluer s'ils satisfont à la norme définie par l'ICÉC. L'ICÉC peut, à tout moment et dans son unique description, suspendre ou résilier votre statut de titulaire de désignation et/ou votre adhésion au moyen d'un avis écrit pour tout motif, y compris, sans limitation : le non-respect de l'une des conditions du présent accord; la non-exécution des services conformément aux normes nationales; le non-respect des règlements administratifs, règles, règlements ou directives de l'ICÉC; ou le non-paiement de vos frais. En cas de violation par vous de l'une des dispositions du présent accord ou de tout règlement administratif, règle, règlement ou directive de l'ICÉC, y compris le non-paiement de toute cotisation ou cotisation en temps voulu, ou en cas de suspension ou de résiliation de votre statut de titulaire de désignation et/ou l'adhésion à l'ICÉC pour quelque raison que ce soit, vous ne serez plus un titulaire de désignation en règle ou un membre en règle de l'ICÉC et vous cesserez immédiatement d'utiliser et d'afficher les marques de l'ICÉC et les désignations de l'ICÉC et d'exercer tout droit en tant que membre de l'ICÉC.



8. Vous devez faire tout ce qui est en vigueur et exécuter tous les documents, sans autre considération, pour sécuriser et protéger les droits, le titre et les intérêts de l'ICÉC relatifs aux marques de l'ICÉC et désignations de l'ICÉC, notamment en fournissant des spécimens d'utilisation des marques ou d'autres éléments et sous serment des affidavits. Vous ne devez pas, directement ou indirectement, contester, attaquer, opposer ou tenter d'invalider ou d'annuler tout droit, titre ou intérêt de l'ICÉC sur les marques officielles et les marques de commerce de l'ICÉC et leurs applications ou enregistrements, y compris, sans limitation, les désignations de l'ICÉC et les marques de l'ICÉC. Vous ne devez pas adopter, demander à enregistrer ou enregistrer une des marques de l'ICÉC ou des désignations de l'ICÉC ou une marque ou un nom qui pourrait prêter à confusion ou tromper le destinataire en tant que marque de commerce, nom commercial, nom d'entreprise ou nom de domaine.
9. Le terme du présent accord est prévu pour une période d'un an à compter de la date d'effet (le « **terme** »). Par la suite, l'accord sera automatiquement renouvelé pour une période supplémentaire d'un an ou plus se terminant le 31 mars, dès le paiement des frais liés à la titularisation de la désignation à l'ICÉC pour cette période supplémentaire et, sauf dénonciation contraire conformément au présent accord, est réputé être inclus dans le vocable défini « **terme** ». Le présent accord peut être résilié à tout moment par l'ICÉC ou par vous, pour plus de commodité sur notification écrite. Les articles 4, 7, 8 et 10 demeurent en vigueur après la résiliation du présent accord. À la résiliation ou à l'expiration du présent accord pour quelque motif que ce soit, vous cesserez automatiquement d'être titulaire de désignation et vous cesserez automatiquement d'être membre de l'ICÉC.
10. Le temps est un facteur clé. Le présent accord peut être affecté par l'ICÉC à tout moment sans préavis. Vous ne devez pas céder le présent accord. Le présent accord lie les parties et leurs successeurs, héritiers et ayants droit. Le présent accord peut être signé et transmis électroniquement en plusieurs exemplaires, chacun d'eux étant considéré comme un original. Le présent accord est régi et interprété conformément aux lois de la province de l'Ontario et aux lois fédérales du Canada. Les parties ont reconnu la compétence exclusive des tribunaux de l'Ontario et de la Cour fédérale du Canada. L'ICÉC peut altérer ou modifier les termes du présent accord de manière unilatérale à tout moment, à sa seule discrétion, sans préavis. Vous acceptez que toute information que vous fournissez à l'ICÉC, y compris, sans limitation, toute information sur une personne, puisse être communiquée ou transférée par l'ICÉC à toute autre personne sans préavis. Le présent accord a été rédigé en anglais à la demande de toutes les parties. Les parties aux présentes ont expressément convenu que le présent accord est rédigé en anglais.

Pour toute question concernant l'utilisation et l'affichage des marques de l'ICÉC et des désignations de l'ICÉC en vertu du présent accord, veuillez contacter : Directrice générale, Institut canadien des économistes en construction, 90 cour Nolan, Unité 19, Markham (Ontario) L3R 4L9, Sans frais : 1-866-345-1168; Téléphone : 905-477-0008; Télécopieur : 905-477-6774; [Courriel : info@ciqs.org](mailto:info@ciqs.org).

**APPENDIX E
RULES OF PRACTICE AND
PROCEDURE**



Canadian Institute of
Quantity Surveyors

Institut canadien des
économistes en construction

RULES OF PRACTICE AND PROCEDURE

October 2023

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RULE 1: PURPOSE, INTERPRETATION AND DEFINITIONS

Introduction

The Canadian Institute of Quantity Surveyors (“CIQS”) establishes and enforces ethical standards for Professional Quantity Surveyors and Construction Estimators Certified, and Associates, sets the certification requirements for Professional Quantity Surveyors and Constructor Estimators Certified and develops and delivers certification examinations. The CIQS ensures its members — Professional Quantity Surveyors and Construction Estimators Certified and Associates — meet appropriate standards of competence and professionalism through rigorous requirements of education, examination, experience and ethics.

The CIQS *National Standards* and By-Laws establish minimum standards of acceptable professional conduct for CIQS members. Adherence to the *National Standards* and By-Laws is mandatory for all CIQS members and will be strictly enforced by the CIQS. The Complaints and Investigations Committee has a duty to investigate allegations of misconduct about a CIQS member.

The *CIQS Rules of Practice and Procedure* guide the CIQS’ investigations and hearings into actions by CIQS members (and former members, where the conduct occurred while the individual was a member) that may represent a breach of the *National Standards* or By-Laws. These Rules are published on the CIQS website.

The purpose of the Rules of Practice and Procedure (the “Rules”) is to:

1. Establish fair processes that consider the interests of the public, the profession, and the individual member;
2. Promote timely determination of proceedings in accordance with the public interest;
3. Ensure processes and proceedings are clear, understandable, timely and transparent; and
4. Allow members to participate in the process, with or without legal representation.

General Principle

These Rules shall be liberally interpreted and implemented to secure the most reasonably expeditious and fairest determination with respect to every proceeding.

Definitions

"Appeal Panel" means a panel of members selected by the Chair of the Discipline Tribunal to preside over and determine the outcome of an appeal of the order of a Hearing Panel.

"appellant" means a person who starts an appeal, including, where appropriate, a person who starts a cross-appeal.

"Case Management" means early and active intervention of an adjudicator to ensure hearings are scheduled in a timely manner, to encourage resolution where possible, and to monitor the progress of a matter.

"CEO" means the Chief Executive Officer of the CIQS.

"Chair of the Tribunal" means the Chair of the CIQS Discipline Tribunal.

"Chair of the Hearing Panel" means the panel member appointed chair of a hearing panel assigned to a specific matter.

"complainant" means an individual who has made a complaint against a CIQS member to the CIQS.

"Complaints and Investigations Committee" (CIC) is a Committee of the CIQS that investigates and disposes of complaints.

"Discipline Tribunal" means the CIQS Discipline Tribunal and includes a hearing panel and an appeal panel. Throughout these Rules of Practice and Procedure, the Discipline Tribunal is referred to as both the Discipline Tribunal and the Tribunal.

"document" includes electronic records, and includes but is not limited to images and written materials.

"endorsement" means a record of an action taken by a member of the Tribunal, including a Hearing Panel, Appeal Panel or Pre-Hearing Conference Panelist.

"Executive of the Board of Directors" means the chair, vice-chair, past chair and the CEO as ex-officio.

"file" means to provide a document to the Tribunal.



“Hearing Panel” means a panel of members selected by the Chair of the Discipline Tribunal to preside over and determine the outcome of a discipline proceeding commenced with a Statement of Allegations.

“holiday” means any Saturday, Sunday, statutory holiday or other day on which the Tribunal is closed.

“Independent Legal Counsel” is a lawyer retained by the Tribunal to give legal advice to a Hearing or Appeal Panel.

“Letter of Guidance and Advice” means a letter written by the CIC to a member when referral to the Tribunal is not warranted, but the CIC believes the member will benefit from a letter of guidance and advice.

“member” means a member with the Professional Quantity Surveyor or Construction Estimator Certified designation, and Honorary Member, a former member, a retired member, and an Associate.

“Member” means a member with the Professional Quantity Surveyor or Construction Estimator Certified designation.

“motion” means a request in writing from one party seeking a ruling or direction from a panel of the Tribunal.

“moving party” means the party that brings a motion seeking relief or direction from the Tribunal.

“National Standards” means the National Standards posted on the CIQS website including all Appendices and specifically the Code of Ethics and Professional Conduct and Competency.

“non-disclosure order” means an order that the transcript or a part of the transcript of a public appearance be not public, and that anyone who was present or participated may not disclose what occurred.

“not public order” means an order that an appearance or a document, or a part of the appearance or document, be not public.

“Oral Caution” means a caution provided to a member via video or teleconference by the CIC. when referral to the Tribunal is not warranted and the CIC believes the member will benefit from a meeting where they express their disapproval of the member’s conduct.

“panel” means the member of members of the Tribunal assigned to an appearance by the Chair of the Tribunal.

“panelist” means a member of a panel.

“parties” refers to the CIQS and the member subject to discipline or other proceedings. Complainants are not a party to the proceedings.

“Pre-Hearing Conference” is a private meeting between the parties and a member of the Hearing Panel Roster.

“publication ban” means an order that no one may publish information about what occurred at a public appearance or the contents of public documents.

“responding party” means the respondent in a motion.

“serve” means to provide documents to the other party or parties in accordance with Rule 15.

RULE 2: SERVICE OF DOCUMENTS

2.1 Service

Documents required to be served on the CIQS member may be delivered by: personal service, courier, registered mail, ordinary mail and/or e-mail.

2.2 Deemed Service

Where service is challenged, the CIQS has the burden of establishing delivery of documents. A Document delivered by personal service and email shall be deemed to be delivered on the day it was sent. Documents delivered by registered mail and courier shall be deemed delivered on the fourth Business day following mailing or as set out on the delivery receipt.

2.3 Time Period

Definition of Day and Business day

- (1) “Day” means a calendar day.
- (2) “Business day” means between 8:30 and 4:30 from Monday to Friday, excluding



holidays. The applicable time zone is the one in which the party serving or filing documents resides.

Filing or delivery after Business day

- (3) A communication received after a Business day is deemed to be filed or delivered on the next Business day.

Calculation of time

- (4) Days are counted by excluding the first Day and including the last Day.
- (5) If the date on which a participant must file or deliver a communication falls on a Day that is not a Business day, the participant may file or deliver the communication on the next Business day.

2.4 Address

CIQS members are required to notify the CIQS of any changes to the member's employment and/or contact information. As such, a CIQS member may not challenge service properly given to the street or email address recorded in the files of the CIQS. The CIQS member may challenge service if they did not, in good faith, receive the document due to matters beyond their control, by providing proof to the Hearing and/or Appeal Panel.

2.5 Substituted service or dispensing with service

On the request of a party, an order may be made permitting service in a manner other than provided in these Rules, or dispensing with service, where it appears that it is impractical for any reason to serve the CIQS member, or where it is necessary in the interests of justice. The Hearing or Appeal Panel may require the party making the request to bring a motion in accordance with Rule 10.

RULE 3: GROUNDS FOR DISCIPLINE

3.1 Grounds for Discipline

A complaint against, or other indication of misconduct by, a CIQS member or former member, that, pursuant to the Rules, is investigated and found to constitute misconduct shall constitute



grounds for discipline, whether or not the misconduct arose in the course of a client relationship and irrespective of the individual's certification status at the time of the complaint or resulting proceedings.

Misconduct may include:

1. Any act or omission that violates the provisions of the *National Standards* or the By-Laws;
2. Non-compliance with an Order by the CIQS Tribunal;
3. Failure to cooperate with a CIQS investigation;
4. Any false or misleading statement made by a CIQS Member to the CIQS whether or not in the course of an investigation; and
5. Any other act or omission amounting to misconduct, or which may bring the reputation of the profession into question.

RULE 4: THE CEO

4.1 Powers of the CEO

The CEO of the CIQS shall be responsible for, among other things, enforcement of the *National Standards* and By-Laws, and having regard to the necessity for expeditiously concluding all discipline matters, shall have the power to:

1. Oversee the process for receipt and processing of complaints from any person or entity;
2. Make a complaint in the absence of a third-party allegation of misconduct where the CEO has a reasonable suspicion that the CIQS member may have engaged in conduct that may breach the *National Standards* or the By-Laws;
3. Facilitate the review of matters before the Complaints and Investigations Committee (CIC);
4. Represent the CIQS' position before the Tribunal;
5. Engage professionals, experts and other persons to assist in the enforcement process;
6. Engage counsel to act on behalf of the CIQS in a Hearing or Appeal; and
7. Do anything else necessary or desirable for the proper discharge of the CEO's duties, including but not limited to reconstituting the CIC when and if necessary.



RULE 5: INVESTIGATIONS

Complaints

5.1 The Complaints and Investigations Committee

The CEO or their delegate shall acknowledge receipt of complaints within ten (10) Business days of receipt. Within ten Business days of receipt of the complaint, the CEO or their delegate shall appoint a committee of three Members of the CIQS to investigate the complaint. This committee shall be the Complaints and Investigations Committee (CIC). The members of the CIC shall appoint a Chair for the matter they are investigating. The CIC shall report to the CEO within six months advising whether the complaint should be referred to the Discipline Tribunal. The CIC may engage professionals or other persons to assist in the investigation process. The CEO may choose to extend the timeline if required for a thorough investigation. No reasons shall be given for the decision and the decision must be unanimous.

If the CIQS receives a complaint against a current Board Member, the CEO will ensure that the three Members appointed to the CIQS are not current Board Members and have not sat on the Board of Directors with the Board Member complained of.

5.2 Notice of Investigation

Where the CIQS receives information suggesting a member may have breached the *National Standards* and/or By-Laws:

1. The CIC shall provide written notice to both the subject of the complaint and the complainant that a formal investigation has been commenced. Such notice shall set out the substance of the complaint.
2. The subject of the complaint shall provide a detailed response within 30 Days of receipt of the notice, or any other deadline set by the CIC and provide copies of relevant documents in the member’s possession or control.

5.3 Powers of the CIC

Following its consideration of the findings of an investigation, the CIC shall:

1. Take no action where it is determined that the complaint is unlikely to result in a finding of misconduct or the conduct is minor in nature or represents an administrative or practice management error;
2. Dismiss the matter with a remedial measure where the CIC has concerns about



the conduct of the subject of the complaint, but determines that a remedial approach is appropriate in the circumstances and that referral to the Discipline Tribunal is not required to protect the public interest; or

3. Refer the matter to the Discipline Tribunal when the CIC is satisfied there are reasonable grounds for believing that the subject of the complaint has contravened the *National Standards* and/or the By-Laws.

The CIC shall advise the subject of the complaint and the complainant of its decision in writing.

Remedial measures can include one or more of the following:

1. A Letter of Guidance and Advice;
2. A Requirement that the member attend for an Oral Caution;
3. A Requirement that the member take one or more specified education programs; and
4. Any other action the CIC deems to be appropriate and does not include a monetary penalty or the revocation or suspension of the member's license.

5.4 Confidentiality of Complaints and Investigations

Any records with respect to the CIQS member and all records of an investigation will only be disclosed to a third party if such disclosure is required by legal process of a court of law or other governmental body or agency having appropriate jurisdiction. This rule does not apply to documents which are made public as a result of being relied upon at a Discipline Hearing.

5.5 Interim Suspension

If, in the course of its investigation, the CIC receives information that causes them to have reasonable grounds to believe that there is significant risk of harm to members of the public if the member continues their membership in the CIQS, the CIC may refer the matter to the CEO who may suspend the member's membership until such time as the investigation and any discipline hearing following the investigation are completed. The completion of a discipline hearing occurs when a final order has been issued.

5.6 Cooperation

Every CIQS member under investigation, or subject to an inquiry by the CIC, has an obligation to fully cooperate, including by making available to the CIC, upon request, any relevant documents

and records in the member's possession or control, and meeting with the CIC (in-person or by way of telephone or videoconference) to answer questions. Relevance shall be determined by the CIC. Failure to cooperate or provide relevant documents is grounds for discipline under Rule 3.

Where the CIQS member fails to respond to the CIC's communications and/or to cooperate with an initial review, investigation or inquiry by the CIC, the CEO or their delegate may refer the matter to the Tribunal for consideration of the allegation that the Member has contravened the *National Standards* and/or the By-Laws due to their failure to respond to CIC communications or cooperate with a CIC investigation.

5.7 Administrative Resolution of Investigations

An investigation may be closed by the CIC in the following circumstances:

1. The death of the member or former member under investigation, during the course of the investigation; or
2. Where the Discipline Tribunal has previously revoked the individual's membership.

RULE 6: DISCIPLINE TRIBUNAL

6.1 Statement of Allegations

Where the CIC determines that a matter should be referred to a Hearing Panel of the Discipline Tribunal (the Tribunal) in accordance with Rule 5, the CEO or their delegate shall, within 90 Days of the decision of the CIC, serve the member with, and file with the Tribunal the CIQS' Statement of Allegations and request that the Tribunal establish a Hearing Panel. Once the Tribunal receives the Statement of Allegations, the Tribunal shall issue the Statement of Allegations with a file number forthwith.

The Statement of Allegations shall particularize the alleged misconduct, the circumstances giving rise to the proceeding and the specific principles and/or rules of the *National Standards* and/or the By-Laws alleged to have been breached.

The Statement of Allegations shall be publicized on the CIQS' website within ten Business (10) days of being filed.

The Statement of Allegations may be amended at any time ten (10) Days prior to the delivery of submissions, on notice to the member, and at any time thereafter, with leave of the Hearing Panel. Any amendments to the Statement of Allegations shall be publicized on the CIQS'

website within five (5) Business days of being filed.

6.2 The CIQS Discipline Tribunal

The Executive of the Board shall appoint a Chair of the Discipline Tribunal.

6.3 Hearing and Appeal Panel Roster

The Tribunal shall create a Hearing and Appeal Panel Roster comprised of a list of Members who can serve on the CIQS' Hearing and Appeal Panels, in the public interest.

6.4 Hearing Panel

The Chair of the Tribunal shall appoint three individuals from the Hearing Panel Roster to serve on the Hearing Panel. In selecting individuals from the Hearing Panel Roster, the Chair of the Tribunal shall consider area of expertise and, where applicable, geographic location. The Chair of the Tribunal shall make every effort to rotate individuals from the Hearing Panel Roster.

The Hearing Panel shall appoint one panelist, from amongst themselves, to serve as Chair of the Hearing Panel. If one of the panelists who is engaged in a hearing becomes unable, for any reason, to complete the hearing or to participate in the decision or order, the remaining panelist(s) may:

1. complete the hearing, make the decision and any order, and give the reasons; or
2. request the Chair of the Tribunal appoint a third panelist to the Hearing Panel for the balance of the proceeding.

RULE 7: CASE MANAGEMENT

7.1 Principles

The Tribunal applies active case management throughout the course of the proceedings, so that, among other things:

- a. Proceedings move forward in a fair and timely way, in the public interest;
- b. Issues are identified early so the parties have an opportunity to fully prepare;
and

- c. Adjournments are granted only due to unforeseeable and exceptional circumstances.

7.2 Pre-Hearing Conferences

A Pre-Hearing Conference panelist may discuss with the parties:

- a. the identification, limitation or simplification of the issues in the proceeding;
- b. the identification and limitation of evidence and witnesses;
- c. the possibility of settlement of any or all of the issues in the proceeding;
- d. the possibility of the parties entering into an agreed statement of facts; and
- e. the procedural steps appropriate to moving the matter toward a hearing in a fair and timely manner.

7.3 When a Pre-Hearing Conference is Scheduled

A Pre-Hearing Conference shall be scheduled by the Tribunal in every matter that is referred to the Discipline Tribunal. The first Pre-Hearing Conference date shall be noted in correspondence from the Tribunal accompanying the issued Statement of Allegations.

7.4 Confidential and Without Prejudice

A Pre-Hearing Conference is confidential and without prejudice. No one may disclose what occurred at a Pre-Hearing Conference or what is contained in a Pre-Hearing Conference memorandum, unless otherwise ordered or required by law. The panel may summarize in the endorsement the results of the discussions and the directions made.

7.5 Pre-Hearing Conference Memoranda

The CIQS must prepare a Pre-Hearing Conference memorandum served on the CIQS member and filed with the Tribunal seven (7) days prior to the date of the Pre-Hearing Conference. The CIQS' Pre-Hearing Conference memorandum must include at a minimum:

- a. A Statement of Facts setting out the alleged misconduct;
- b. A summary of the evidence it intends to rely upon to prove the misconduct; and
- c. The CIQS' position on penalty.

The CIQS member is not required to prepare a Pre-Hearing Conference memorandum, but if

they choose to do so, they must file it two days prior to the date of the Pre-Hearing Conference.

7.6 Limitation of Assignment of Pre-Hearing Conference Panelist

The panelist who presides over the Pre-Hearing Conference in a specific matter shall not be assigned to the Hearing Panel presiding over that matter absent the written consent of both parties.

7.7 Directions at a Pre-Hearing Conference

At a Pre-Hearing Conference, the Pre-Hearing Conference Panelist may:

- a. schedule or adjourn an appearance;
- b. set timelines and deadlines for steps in the proceeding;
- c. make a not public order, non-disclosure order or publication ban; and
- d. make any other procedural directions.

RULE 8: HEARING

8.1 Notice of Hearing

Upon the fixing of the time and place for the hearing, the Chair of the Tribunal shall give written notice (the Notice of Hearing) to the individual named in the Statement of Allegations (“the subject”), and to the Hearing Panel. The Notice of Hearing shall set out the following information:

1. The date of the hearing;
2. The time of the hearing;
3. The format of the hearing (in writing, via videoconference or via teleconference);
4. Any deadline by which either party can request a change in the format of the hearing;
5. The deadlines for the CIQS’ service and filing of supporting evidence and submissions; and

6. The deadline for the subject's service and filing of supporting evidence and submissions.

The Notice of Hearing shall be posted on the CIQS website.

8.2 Format and Location of the Hearing

Generally speaking, hearings shall be held in writing. Where a hearing is in writing, the hearing date will be used for deliberations by the Hearing Panel and the parties will not be in attendance.

Requests to change the location or format of the hearing must be made to the Chair of the Hearing Panel, through the Tribunal, in accordance with the deadline set within the Notice of Hearing. Where the request is not on consent of the parties, the Hearing Panel may require the party making the request to bring a motion in accordance with Rule 9. When considering a request to vary the format of a hearing, the Chair of the Hearing Panel may consider any relevant factors including:

1. Whether the nature of the evidence is not appropriate for a written hearing, including whether credibility is in issue and the extent to which facts are in dispute; and
2. Ensuring a fair process.

8.3 Adjournments

Adjournments are not automatic, even if the parties consent. Once a hearing has been scheduled, the date is firm, and adjournments will be granted only in exceptional circumstances. Parties must be ready to proceed on the dates scheduled.

In deciding whether to grant an adjournment, with or without conditions, the Hearing Panel shall consider all relevant factors, including:

- a. Whether the opposing party is consenting;
- b. The timing of the request for the adjournment and the proximity of the request to the scheduled hearing;
- c. The length of the adjournment requested;
- d. The impact, if any, of an adjournment on the public interest;
- e. Whether granting or denying the adjournment would unduly prejudice a party;

- f. Previous adjournments granted and any prior adjournment requests by the same party;
- g. The reasons provided to support the adjournment request;
- h. Evidence that the party made reasonable efforts to avoid the need for the adjournment;
- i. Whether the adjournment is necessary to provide an opportunity for a fair hearing; and
- j. Any other factors the Hearing Panel considers relevant.

8.4 Conduct of Hearing Panel

The panelists on the Hearing Panel shall not discuss any aspect of the matter before the Hearing Panel, other than among themselves, or with Independent Legal Counsel.

8.5 Independent Legal Counsel

The Tribunal may retain Independent Legal Counsel to support the Hearing Panel.

8.6 Representation

The CEO or their delegate shall represent the CIQS at the hearing. The member may represent themselves or retain a lawyer or a paralegal to represent them at the hearing. While the member has a right to representation, the member does not have the right for the CIQS to fund their representation.

8.7 Accommodation

Participants in proceedings are entitled to accommodation of their needs under the *Canadian Human Rights Act*, RSC, 1985, c. H-6 to the point of undue hardship. A participant in a proceeding must notify the Tribunal as soon as possible of any accommodation requests.

RULE 9: DISCLOSURE AND THE EXCHANGE OF EVIDENCE

9.1 Disclosure By The CIQS

As soon as is reasonably possible after the Statement of Allegations is issued, the CIQS shall disclose to the member copies of all non-privileged documents in the possession of the CIQS, gathered in the course of the investigation, that are relevant to the allegations as set out in the Statement of Allegations.

The CIQS shall disclose the relevant material gleaned from the CIC investigation in its possession no later than ninety (90) Days prior to the date the hearing is scheduled.

The Tribunal recognizes that disclosure is an ongoing obligation and that the CIQS cannot control when they receive information from participants and third parties. The Tribunal expects that CIQS will make best efforts to make timely disclosure on an ongoing basis.

9.2 Exchange of Evidence in a Contested Hearing

9.2.1 Witness Statements and Document Books

Each party must provide to every other party:

- a. An electronic document book containing all anticipated documentary evidence;
- b. A list of witnesses that the party intends to rely on; and
- c. An affidavit or signed witness statement for every witness the party intends to rely upon, as well as the witness' contact information or the contact information of a person through whom the witness may be contacted.

The CIQS must comply with this rule no later than sixty (60) Days before any hearing. A member must comply with this rule no later than thirty (30) Days before any hearing.

A party that fails to comply with the timelines noted above may be subject to a ruling that they are not permitted to rely on the evidence of the witness in question.

9.2.2 Expert Reports

A party that intends to provide expert evidence shall provide every other party with a signed copy of the expert's report at least sixty (60) Days prior to the date of the hearing, unless otherwise agreed to by the Hearing Panel. A party who intends to provide expert evidence to

respond to the expert witness of another party shall provide a signed copy of the expert's report at least twenty (20) Days prior to the date of the hearing, unless otherwise agreed to by the Hearing Panel.

An expert's report shall contain the name, address and qualifications of the expert and the substance of the expert's opinion.

A party that fails to comply with the timelines noted above may be subject to a ruling that they are not permitted to call the expert as a witness, or rely on the expert's report at the hearing.

9.3 Evidence in a Non-Contested Hearing

9.3.1 Agreed Statements of Fact

Where the parties agree on all or part of the facts or evidence relevant to the allegations, the parties may enter into an Agreed Statement of Fact with respect to those facts or evidence.

The Hearing Panel may receive and rely on any facts or evidence agreed to by the parties without having to prove the admitted facts or the admitted evidence through witnesses.

9.3.2 Joint Submission on Penalty

Where an Agreed Statement of Facts has been signed and the parties agree on the penalty to be imposed, the parties shall file with the Hearing Panel, a Joint Submission on Penalty (Joint Submission) consisting of an agreed upon penalty. The parties may also file written submissions in support of the Joint Submission.

The Hearing Panel shall review the Joint Submission and, unless the Hearing Panel considers the terms of the Joint Submission to be contrary to the public interest, shall make an order consistent with the agreed terms of the Joint Submission.

If the Hearing Panel is concerned that the Joint Submission is contrary to the public interest, it shall inform the parties of its concerns and invite further submissions.

After hearing further submissions, if the Hearing Panel has determined that the Joint Submission is contrary to the public interest, it can:

1. Request an amendment to the Joint Submission in accordance with its recommendations; or
2. Reject the Joint Submission in its entirety and refer the matter back to the CEO or their delegate.

If the Hearing Panel rejects the Joint Submission, the parties may enter into another Joint Submission or proceed to a new hearing on either misconduct, penalty or both.

9.3.3 Withdrawal of Allegations

The CEO or their delegate may, at any time prior to a hearing, withdraw the CIQS's allegations in whole, or in part, when events or considerations subsequent to the CIC's decision make a successful prosecution outcome unlikely; or in the event of the death of the member.

Where the CEO or their delegate decides to withdraw the CIQS' Statement of Allegations in whole, the CEO or their delegate shall notify the CIC, the Chair of the Tribunal, the member and the complainant of the decision to withdraw.

Any withdrawal of the Statement of Allegations shall be publicized on the CIQS' website within five business days of being filed.

RULE 10: MOTIONS

10.1 Motions

A party who wishes a Hearing Panel to make a ruling or provide direction with respect to a procedural or substantive step in the hearing must bring a motion. Some examples of motions are:

- a) a motion for an adjournment;
- b) a motion for two or more matters to be heard together;
- c) a motion for the Hearing Panel to rely on a previous decision of a court or tribunal and to prevent the member from raising a defence to allegations that have already been decided by another court or tribunal;
- d) a motion to compel the CIQS to make further disclosure;
- e) a motion to receive evidence in the absence of the public, for a publication ban, or a not-public order.

The above are merely examples and do not constitute an exhaustive list of potential areas of relief a party seek from a Hearing Panel.

10.1.1 Motions Must Be in Writing

All motions made by a party shall be delivered to the other party in writing and shall be filed with the Tribunal.

10.1.2 Timelines for the Exchange of Material

At least ten (10) Business days prior to the date the motion is to be heard, the moving party must serve and file a document setting out the relief sought. If the moving party intends to rely on any evidence or written submissions, they must file the evidence and written submission ten (10) Business days prior to the hearing of the motion.

The responding party must serve and file any evidence and submissions they intend to rely on three (3) Business days prior to the hearing of the motion.

Where cross-examination on an affidavit in a motion record occurs, it will take place before the panel at the motion hearing, unless the parties agree or the Tribunal orders that it take place before a court reporter. The party calling the witness must ensure the attendance of the witness for cross-examination.

Where the motion is on consent of all parties, the party bringing the motion or making the request for direction, shall notify the Hearing Panel, through the Tribunal, that the request is on consent and set out the specific direction(s) or consent order(s) being sought. The Hearing Panel may provide directions or grant such orders without submissions.

The Hearing Panel may dispense with the timelines set out in this Rule when it is in the interests of justice.

RULE 11: HEARING PANEL DECISIONS

11.1 Decision

The Hearing Panel shall, on a balance of probabilities, determine that there has been misconduct or dismiss the matter. The decision of the Hearing Panel shall be by majority vote and will be delivered in writing when the hearing has occurred in writing. If the hearing has occurred via videoconference, the decision may be delivered by the Chair orally at the conclusion of the hearing or reserved at the discretion of the Hearing Panel.

The Hearing Panel shall provide its written decision, including reasons, to the parties and as follows:

- a) If the Hearing Panel is considering a Settlement Agreement or Agreed Statement of Facts, within sixty (60) days of the date of the hearing; or
- b) If the Hearing Panel is considering a contested hearing, within one hundred and twenty (120) days of the date of the hearing.

11.2 Discipline Penalty

Following a finding of misconduct, the Hearing Panel shall consider evidence and submissions on penalty from the parties, which may include a review of any information with respect to the member held by the CIQS including, without limitation, evidence of prior findings by the Tribunal. The Hearing Panel shall seek input from the parties regarding deadlines for evidence and submissions on penalty.

Following deliberations, the Hearing Panel may order any one, or a combination, of the following forms of discipline:

1. A letter of admonishment, delivered by the Hearing Panel;
2. Imposition of a remedial action plan;
3. Temporary suspension of membership in the CIQS;
4. Permanent revocation of membership in the CIQS; and
5. Such other penalty as the Hearing Panel may deem appropriate.

11.2.1 Notice of Decision on Penalty

The Chair of the Hearing Panel shall provide a written decision on Penalty to the parties within sixty (60) days of the Penalty Hearing.

11.2.2 Correction of Errors

The Chair of the Hearing Panel or their delegate may at any time correct a typographical error, error of calculation or similar minor error made in directions or decisions of a Hearing Panel, including, but not limited to, merits, penalty, appeal or motion decisions.

RULE 12: COSTS

Costs may be awarded against a member,

- a) Where a determination adverse to the member was made; or
- b) Where the member caused costs to be incurred without reasonable cause or to be wasted by undue negligence or other default.

Costs are not a punitive measure. The purpose of awarding costs is to ensure the financial burden for the prosecution of a member does not rest on the professional generally. A costs

award should strike a fair balance between the amount a member must pay on a finding of professional misconduct with the burden that the general membership should shoulder.

Costs may only be awarded against the CIQS,

- a) Where the proceeding was unwarranted, or where the CIQS caused costs to be incurred without reasonable cause or to be wasted by undue delay, negligence or other default.

RULE 13: APPEALS

13.1 Right to Appeal

Either party may appeal the decision of a Hearing Panel on the grounds that there has been an error of law, an error of mixed fact and law, a breach of procedural fairness or a significant and material error interpreting a provision of the *Code of Ethics*.

13.2 Notice of Appeal

The party bringing the Appeal (the Appellant) shall provide the other party (the Respondent) and the Tribunal, with a written Notice of Appeal. The Notice of Appeal shall detail the Appellant's grounds for appeal in the form of a concise statement, without argument, of the issues and findings under appeal.

Where the member is the Appellant, the member may submit a request to the Tribunal that the discipline penalty imposed by the Hearing Panel be stayed pending the outcome of the Appeal.

13.3 Timing of Filing the Notice of Appeal

The member and the CEO or their delegate shall have thirty 30 Days following receipt of the written decision on penalty to deliver to the Tribunal a written request for Appeal. If neither party appeals within the allowed time, the decision of the Hearing Panel is final.

The Notice of Appeal will be published on the CIQS website upon receipt or as soon thereafter as is reasonably practicable.

13.4 Appeal Panel

Upon receipt of a Notice of Appeal, the Chair of the Tribunal shall appoint three members of the Hearing/Appeal Panel Roster to serve as members on the Appeal Panel. Members of the original Hearing Panel are ineligible to sit on the Appeal Panel.

In selecting members from the Hearing/Appeal Panel Roster, the Chair of the Tribunal shall consider area of expertise and, where applicable, geographic location. The Chair of the Tribunal shall make every effort to rotate Appeal Panel Roster Members.

The selected members shall appoint one member, from amongst themselves, to serve as Chair of the Appeal Panel.

13.5 Notice of Appeal Hearing

Following the appointment of the Appeal Panel, the Chair of the Tribunal shall fix a time and place for the Appeal Hearing and shall give notice to the Appellant, the Respondent and the members of the Appeal Panel. The Notice of Appeal Hearing shall set out the Appellant's and Respondent's respective deadlines for submissions. The Notice of Appeal Hearing will also detail the format of the hearing i.e., whether in writing, or by telephone or videoconference.

The Notice of Appeal Hearing, including the date, time, and format of the hearing, shall be published on the CIQS website as soon as is reasonably practicable after issuance.

13.6 Submissions to the Appeal Panel

13.6.1 Appellant's Submissions

The Appellant shall deliver to the Tribunal and to the Respondent, not later than thirty (30) Days prior to the Appeal Hearing date or such other date as established by the Appeal Panel and set-out in the Notice of Appeal Hearing, a written submission setting out the grounds for appeal and the relief sought. The Applicant must include all documentation relied on and referenced in their submissions. The documentation relied on must be limited to the record of hearing before the Hearing Panel. No fresh evidence can be filed or relied on for the Appeal, absent a successful motion to admit fresh evidence.

13.6.2 Respondent's Submissions

The Respondent may reply to the Appellant's submissions. Any such submissions shall be served on the Appellant and filed with the Tribunal, not later than ten (10) Days prior to the Appeal hearing date or such other date as established by the Tribunal and set out in the Notice of Appeal Hearing.

The Tribunal shall deliver copies of the Appellant's and Respondent's Submissions to the

members of the Appeal Panel.

13.7 Submissions at Appeal Hearing

Where the Appeal proceeds in-writing, the Appellant's and Respondent's submissions are the parties' respective submissions.

Where the Appeal proceeds by telephone or videoconference, both parties may make oral submissions to the Appeal Panel.

13.8 Standard of Review on Appeal

The standard of review on Appeal shall be correctness for questions of law, including jurisdictional questions, and palpable and overriding error for questions of fact and questions of mixed fact and law. A palpable error is an obvious error in the hearing decision that is determinative of the outcome of the case.

13.9 Decision and Order

The Appeal Panel shall decide the Appeal by majority vote and its written decision, with reasons, shall be delivered to the parties within sixty (60) days of the date of the Appeal Hearing. The Appeal Panel may maintain, vary or partially vary any penalty imposed by the Hearing Panel or make such orders as it sees fit.

Where costs of the proceeding are sought by the CIQS and the Appeal Panel awards costs against the CIQS member, the Appeal Panel may consider, among other factors, the following:

- a. Legal costs and expenses incurred by the CIQS;
- b. The respective degree of success of the parties; and
- c. Any other matter the Appeal Panel considers relevant.

Upon receipt of the Appeal Panel's written decision, the Tribunal shall provide the Appellant and the Respondent with a written copy of the final reasons for decision.

13.10 Decision Final

The decision of the Appeal Panel is final.

RULE 14: PUBLICATION

14.1 Publication of Discipline Decisions and Reasons

For Hearing Panel and Appeal Panel decisions (“Discipline Decisions”) in which a Hearing Panel or Appeal panel determines whether a CIQS member has engaged in misconduct, the full decision and reasons shall be publicized on the CIQS’ website, within ten (10) business days of the decision, in a dedicated section for review by members of the profession and the public.

In addition, all motion decisions made by the Hearing Panel in accordance with Rule 10, shall be publicized on the CIQS’ website, within ten (10) business days of the date of the decision.

The disclosure of Discipline Decisions and/or motion decisions can also be made in such other media as deemed appropriate, including the Bottom Line, the Construction Economist and in any other manner deemed appropriate by the CIQS to facilitate the purpose of informing and protecting the public, including notification of the individual's employer, associates, partners or the relevant governing bodies of other professions.

14.2 Openness and Confidentiality

14.2.1 Open Tribunal

As a rule, the CIQS Tribunal hearings are open to the public. All materials filed with the Tribunal are available to the public unless ordered otherwise.

14.2.2 Departing from Openness

All in-person hearings shall be open to the public, subject to the discretion of the Chair to order the hearing, or a portion of the hearing, be held in the absence of the public.

The Tribunal may make a not public order, non-disclosure order or publication ban only if:

- a. openness poses a serious risk to an important public interest,
- b. the order is necessary to prevent this risk because reasonable alternative measures will not be effective; and
- c. the benefits of the order will outweigh its negative effects.

If a not public order, non-disclosure order or publication ban is necessary, the Tribunal shall make the order that affects openness the least while achieving the objective of preventing risk to an important public interest.

14.3 Retention of Discipline Decisions and Orders

Discipline and motion Decisions and orders will be maintained in a CIQS database and will be available to the public on the CIQS website indefinitely.

The CEO may remove a Discipline or motion Decision from the CIQS website taking into consideration, without limitation, the following considerations,

1. the CIQS member has applied in writing for the removal of the information; or
2. more than 10 years have passed since the date of the Hearing Panel or Appeal Panel decision.

RULE 15: GENERAL RULES FOR HEARINGS

15.1 General Rules

In accordance with Rule 1.2, the following general rules shall apply, depending on the context, to the proceedings of any Hearing Panel or Appeal Panel:

1. The Chair shall establish such procedures as are appropriate in the circumstances;
2. The Chair may admit any evidence relevant to the proceedings;
3. The Chair may impose reasonable time limits during the proceedings;
4. The Chair may make such orders or give such directions in proceedings as the Chair considers proper to maintain order or prevent abuses of the panel's processes;
5. The Chair may extend or abridge the time for service, filing or delivery of any document pursuant to these Rules, on such terms as are just;
6. No one other than a court reporting service may, without leave of the Hearing Panel, make a video or audio recording or take a screen shot or make a video or audio recording of a proceeding.



Canadian Institute of
Quantity Surveyors

Institut canadien des
économistes en construction

Contact Us

Canadian Institute of Quantity Surveyors

90 Nolan Court, Unit 19
Markham, ON L3R 4L9

Telephone: (905) 477-0008

Fax: (905) 477-6774

Toll-free: (866) 345-1168

Website: www.ciqs.org

E-mail: memberservices@ciqs.org



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**APPENDIX F
CODE OF ETHICS
AND
PROFESSIONAL CONDUCT AND COMPETENCY**

CODE OF ETHICS

This Code of Ethics may be found on CIQS's website (www.ciqs.org) and may be amended and updated, in CIQS's sole discretion, from time to time.

The purpose of the Code of Ethics is to give general statements of the principles of ethical conduct in order that the Members of CIQS may fulfill their duty to the public, the profession of Quantity Surveying and their fellow Members.

The following Code of Ethics shall be construed as a general guide and not as a denial of the existence of other duties and rights equally imperative though not specifically mentioned. The Members are bound by its provisions just as they are bound by the provisions of the CIQS By-laws, and National Standards.

Members of CIQS shall:

1. hold paramount their obligations toward humanity and the environment and devote themselves to high ideals of personal honour and professional integrity;
2. extend and enhance public knowledge and regard for Quantity Surveying by expressing opinions that are founded on adequate knowledge and honest conviction;
3. undertake only such work as they are competent to perform by virtue of their training and experience, and, where advisable, retain and cooperate with other Members to ensure the highest standard of service;
4. accept responsibility by signing and sealing only work done by themselves or under their personal and direct supervision;
5. maintain confidentiality and avoid a conflict of interest, but, where such conflict arises, fully disclose the circumstances without delay to the employer or client;
6. support and defend the principle of appropriate and adequate remuneration for the performance of their work;
7. advertise or promote in a manner that is not injurious to the public or to the dignity of the profession of Quantity Surveying and report or expose without fear or favour any illegal or unethical professional decisions or practices by other Members;
8. maintain proficiency and competence and contribute to the development of the profession through the exchange of knowledge and experience; and
9. uphold the name and title of the Institute and protect the Institute from misrepresentation and misunderstanding.

PROFESSIONAL CONDUCT AND COMPETENCY

1. Without restricting the power of the Corporation to act in accordance with Article 7 and the Rules of Practice and Procedures of the National Standards, the Disciplinary Board will have regard to the following principles of ethics and professional conduct:
 - 1.1 A Member shall act at all times with fairness and loyalty to associates, employers, subordinates and employees; and with devotion to high ideals of personal honour and professional integrity.
 - 1.2 A Member shall clearly state that any statements or opinions written or spoken are those of their own or the company represented, and not of the Corporation unless prior approval has been given by the Corporation.
2. Duties of a Member to the Public:

A Member

 - 2.1 Shall endeavour at all times to enhance the public regard for the profession by extending the public knowledge thereof and by discouraging untrue, unfair or exaggerated statements with respect to quantity surveying and to Members;
 - 2.2 Shall not give opinions or make statements about projects unless clearly disclosed on whose behalf the opinions are given or making the statements are made;
 - 2.3 Shall not express privately or publicly, or while serving as a witness before a court, commission, or other tribunal, opinions on relevant matters that are not founded on adequate knowledge and honest conviction; and
 - 2.4 Shall sign and seal only work done by the Member or under personal and direct supervision.
3. Duties of a Member to an employer or to a client:

A Member shall:

 - 3.1 Act as faithful agent and trustee and shall treat as confidential any information directly obtained as to the business affairs, technical methods, or processes;
 - 3.2 Have no interest, direct or indirect, in any materials, supplies or equipment used by their employer or client, or in persons or firms receiving contracts from their employer without in advance informing the employer or client of the nature of the interest; and
 - 3.3 Not act as consultant to other parties in respect of any work in which their employer has business interests without first advising the employer.

4. Duties of a Member to other Members

A Member shall:

- 4.1 Conduct and act toward other Members with courtesy and good faith;
- 4.2 Not maliciously injure the reputation or business of another Member;
- 4.3 Not attempt to gain an advantage over another Member by way of a bribe in securing quantity surveying work; and
- 4.4 Not advertise or promote in a misleading manner or in a manner injurious to the public or to the dignity of the profession.

5. Duties of a Member to the Corporation:

A Member shall:

- 5.1 Promote and maintain the honour and integrity of the profession and expose without fear or favour before proper tribunals any and all unprofessional or dishonest conduct by any other Member;
- 5.2 Undertake only such work competent to perform by virtue of training and experience, and shall, where advisable, retain and co-operate with other Members to ensure the highest standard of service; and
- 5.3 Complete and maintain the currency of an annual summary of the Member's CPD record for a minimum period of two (2) years.

If required by the Corporation such summary shall be submitted in a format established by the Corporation. If the Member does not submit such CPD record within 60 calendar days of a formal notice of requirement to submit issued by registered mail from the Corporation then the Member will be subject to immediate loss of Member status. The Member must complete the CPD declaration form annually prior to renewing their membership and maintain a copy of their points in the event they are selected for the annual audit.

APPENDIX G
CONTINUING PROFESSIONAL DEVELOPMENT (CPD)
PROGRAM

Continuous Professional Development Program

Introduction

This Continuing Professional Development Program may be found on CIQS's website (www.ciqs.org) and may be amended and updated, in CIQS's sole discretion, from time to time.

Mandatory continuous professional development is common to many professional associations. Having a CPD program has allowed CIQS to be recognized as an organization that promotes continual learning and professional development. By CIQS having a CPD program, has fostered relationships through reciprocity agreements with international organizations representing cost professionals.

The CIQS CPD program establishes an annual process and a minimum benchmark of effort. Members have the flexibility to achieve CPD points through a wide range of activities in six distinct categories. CIQS encourages all Members to assess their own personal development goals and needs, and work towards achieving the knowledge that best suits them.

This document provides the guidelines to provide information for the CPD representative on the National CIQS Board to understand their role.

1.0 APPLICATION

1.1 Mandatory Participants

The CPD program is a mandatory requirement applied to the following CIQS Members:

- Professional Quantity Surveyors, PQS
- Professional Quantity Surveyor Fellow PQS(F)
- Construction Estimator Certified, CEC
- Construction Estimator Certified Fellow, CEC(F)

Newly registered Members, who have been granted one of these designations, are exempted from the CPD program from the time they register and pay their initial membership dues until the first renewal of membership dues is required.

Retired, Honourary Life, Members are not required to participate in the CPD program.

1.2 CPD Categories

The following are the six categories in which Members may earn points for professional development:

- .1 Professional Activity
- .2 Formal Activity
- .3 Informal Activity
- .4 Participation

- .5 Presentation
- .6 Contributions to the Knowledge Base

1.2.1 Professional Activity

Active professional practice is a major factor in maintaining and improving skills. Professional quantity surveying work within the scope of practice: construction estimators; construction/project managers; contracts management; employment in the duties of cost and construction within government departments, banks, insurance, developers, hospitality industry, suppliers, manufacturing, educators, industry associations.

20 hours of professional work equals 1 CPD point up to a maximum of 20 CPD points per year.

1.2.2 Formal Activity

Structured courses related to the profession and administered by universities, colleges, industry, and technical societies. Typically, these courses award a diploma or certificate upon success completion.

1 hour of formal learning equals 2 CPD points. Points unlimited, no maximum.

1.2.3 Informal Activity

Unstructured courses related to the profession - self-directed study, conferences, technical sessions, seminars, webinars, research, reading articles related to the profession.

1 hour of informal learning equals 1 CPD point. Points unlimited, no maximum.

1.2.4 Participation

Service on quantity surveying boards and committees; or other boards and committees related to the profession; organizing an Annual Chapter Meeting for a CIQS chapter or nationally, attending a chapter meeting or CIQS AGM.

1 hour of professional participation equals 1 CPD point. Points unlimited, no maximum.

1.2.5 Presentations

Technical and professional presentations within your workplace, at conference meetings, workshops, seminars and courses related to the profession.

1 hour of formal technical equals 2 CPD points. Points unlimited, no maximum.

1.2.6 Contributions to QS Knowledge Base

Activities that expand or develop technical knowledge such as development of exams, development of courses, invigilating or marking examinations, published papers and articles, mentoring, reviewing diaries.

1 published paper / article course / development of exam equals 15 CPD points.

1 hour of invigilating, marking examinations, mentoring, reviewing diaries equals 1 CPD point.

Points unlimited, no maximum.

2.0 RECORDING & REPORTING

2.1 Recording Activities

Members who are required to participate in the CIQS CPD program must maintain a detailed record of their professional development activities annually. The CPD form is available on the CIQS website. Members are required to retain their CPD records for a minimum of two years.

Your detailed activity record should include the following information:

- A detailed description of the activity
- Date the activity occurred
- The organizer/provider of the activity (if applicable)
- The CPD category in which the activity belongs
- The number of CPD points achieved by the activity
- A copy of a certificate/diploma from the activity (if applicable)

The number of hours in the detailed record should support the hours recorded in the CPD form.

2.2 RECORDING & REPORTING

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- The number of CPD points achieved by the activity
- A copy of a certificate/diploma from the activity (if applicable)

The number of hours in the detailed record should support the hours recorded in the CPD form.

2.4 Reporting Annually

At the time a Member receives their annual membership renewal invoice, a declaration form will be attached to the invoice. The declaration is mandatory and must be completed by each Member in order to process their membership dues.

2.5 The CPD Declaration

<http://www.ciqs.org/english/member-portal/faq>

3.0 AUDIT PROCESS

What do I do if I am audited

You will receive a letter from CIQS stating that you have been selected for an audit. Audit submissions would include: your annual CPD form completed and signed, copies of certificates and diplomas for courses attend, presentations developed, articles written or a brief description of informal activities where no documentation is available. If you read articles, do not submit the articles read but provide a list of articles read.

4.0 DISCIPLINE

If the Member does not submit or is unwilling to submit proof of their CPD declaration immediate dismissal may be the result.

Failure to reach the required 50 points may also result in dismissal.