

## **Memorandum of Understanding**

Between

The Hong Kong Institute of Construction Managers, Rooms 801-2, 8/F, On Lok Yuen Building, 25 Des Voeux Road Central, Hong Kong, hereinafter referred to as “HKICM”

And

The Chartered Institution of Civil Engineering Surveyors of Dominion House, Sibson Road, Sale, Cheshire M33 7PP, UK, hereinafter referred to as “CICES”

### **1. PREAMBLE**

HKICM and CICES (the “Parties”) enter into this Memorandum of Understanding (the “Understanding”) in order to provide the basis for further consultations between the two organisations in order to identify ways that HKICM and CICES may co-operate on matters in common relating to promote professional excellence in the management of both building and civil works and to civil engineering surveying.

### **2. GUIDING PRINCIPLES**

- 2.1 Each Party recognises the local, national and international context in which HKICM and CICES operates.
- 2.2 Both organisations support the development, general acceptance and enforcement of international standards.
- 2.3 HKICM recognises the pre-eminence and unique knowledge and expertise of CICES within the science and art of civil engineering surveying.
- 2.4 CICES recognises the pre-eminence and unique knowledge and expertise of HKICM in promoting professional excellence in the management of both building and civil works.

### 3. OBJECTIVES

The objectives of the Understanding are:

- 3.1 To encourage a positive environment within which HKICM and CICES can work collaboratively.
- 3.2 To provide a basis for joint action in all priority areas of common interest, for example but not limited to, continuing professional development, education, member services, professional services, relevant services to and for promoting professional excellence in the management of both building and civil works and civil engineering surveying industries and the general public, conferences and training.

HKICM and CICES agree:

- 3.3 To apprise each other of any undertakings they may be planning that could be of mutual interest.
- 3.4 To encourage collaboration of CPD/networking events by members and, when possible, to cross-promote individual events to their respective members.
- 3.5 To co-operate in international development by promoting each other's organisation and competencies where appropriate and possible.
- 3.6 Where appropriate, to promote respective disciplines and careers at universities, colleges and career fairs.
- 3.7 To disseminate relevant information to their respective members.
- 3.8 To consult with respect to programmes and activities that might be undertaken collaboratively.
- 3.9 To work together and build a strong relationship in order to promote and enhance the development of their respective professions.
- 3.10 To work to complement their respective efforts when dealing with government and other organisations on issues that affect each party.
- 3.11 To work together to ensure appropriately qualified professionals and technicians continue to pursue careers within their respective professions.

#### 4. GENERAL

4.1 This Understanding is intended to encourage and further extend dialogue between HKICM and CICES. This will permit both organisations to consider issues which affect them, and foster increased co-operation in addressing policies and practical matters of interest.

HKICM and CICES recognise that:

- 4.2 Nothing in this Understanding reduces or constrains HKICM and CICES in exercising their legitimate role with respect to their own members.
- 4.3 This Understanding is effective on the date of its execution by each Party, and its term will be five years from the date of execution; with an annual review of the relationship and its resulting activities.
- 4.4 Prior to the expiry of this Understanding, the Parties will seek to evaluate the activities taken hereunder and provide each other with such relevant information as may reasonably be required for such evaluations.
- 4.5 The Parties may decide to enter into a subsequent Understanding to continue the purposes of this Understanding beyond its current term.
- 4.6 This Understanding may be amended by the Parties from time to time as agreed by both Parties; HKICM and CICES may terminate the Understanding on six (6) months of notice of its advising the other, or on shorter notice by mutual agreement.
- 4.7 This Understanding does not create or confer any contractual, legal or equitable rights between the Parties; neither of the Parties is subject to any legal responsibilities or obligations arising out of, or connected to, any non-performance of any provision of the Understanding.
- 4.8 The Parties declare that nothing in the Understanding will be considered as creating a partnership, joint venture or agency relationship between HKICM and CICES.

Signed



*Daniel Shum*

On behalf of HKICM: Cr SHUM Hau-tak, Daniel, President

On behalf of CICES: Chris Preston, President

*Chris Preston*

Date

*17.3.2020.*

