



Memorandum of Understanding

Between

Institute of Workplace and Facilities Management, Charringtons House, 1st Floor South, The Causeway, Bishop's Stortford, CM23 2ER, Hertfordshire, UK , hereinafter referred to as "IWFM"

And

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

1. PREAMBLE

IWFM and CICES (the "Parties") enter into this Memorandum of Understanding (the "Understanding") in order to provide the basis for further consultations, collaboration and information sharing between the two organisations in order to identify ways that IWFM and CICES may co-operate on matters in common relating to [workplace and facilities management] and to civil engineering surveying.

2. GUIDING PRINCIPLES

- 2.1 Each Party recognises the local, national and international context in which IWFM and CICES operates.
- 2.2 Both organisations support the development, general acceptance and enforcement of international standards.
- 2.3 IWFM 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 IWFM within [workplace and facilities management]
- 2.5 Unless specific contractual arrangements or addendums to this Understanding are agreed between the parties [See 5.7], the collaboration

between IWFM and ICES is non-remunerated and both organisations will contribute to the collaboration within the remits of their own resources.

3. OBJECTIVES

The objectives of the Understanding are:

- 3.1 To encourage a positive environment within which IWFM 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, conferences, training and relevant services to and for workplace and facilities management and civil engineering surveying industries and the general public.
- 3.3 To develop and expand relationships with the intent of delivering better informed industry stakeholders enabling them to be energised to act upon ideas or solutions developed.

4. IWFM and CICES agree:

- 4.1 To apprise each other of any undertakings they may be planning that could be of mutual interest.
- 4.2 To encourage collaboration of CPD/networking events by members and, when possible, to cross-promote individual events to their respective members.
- 4.3 To co-operate in international development by promoting each other's organisation and competencies where appropriate and possible.
- 4.4 Where appropriate, to promote respective disciplines and careers within schools, universities, colleges and career fairs.
- 4.5 To disseminate relevant information to their respective members, within the specific guidelines of each other's lawful processing and data policies.
- 4.6 To consult with respect on programmes and activities that might be undertaken collaboratively, within each other's strategic priorities and resources
- 4.7 To work together and build a strong relationship in order to promote and enhance the development of their respective professions.
- 4.8 To work to complement their respective efforts when dealing with government and other organisations on issues that affect each party.

4.9 To work together to ensure appropriately qualified professionals and technicians continue to pursue and develop careers within their respective professions. This could include, but not limited to, the following;

- Discussing and promoting reciprocal membership arrangements for the benefit of the members of the other party.
- Development of good practice guidance
- Development of training course(s) and possible competent person scheme(s)

5. GENERAL

5.1 This Understanding is intended to encourage and further extend dialogue between IWFM 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.

IWFM and CICES recognise that:

5.2 Nothing in this Understanding reduces or constrains IWFM and CICES in exercising their legitimate role with respect to their own members.

5.3 This Understanding is effective on the date of its execution by each Party, and its term will be three years from the date of execution; with an annual review of the relationship and its resulting activities.

5.4 In order to undertake and fulfil the aims of this Understanding, each party will appoint an appropriate person to represent its organisation and to co-ordinate, facilitate or plan the implementation of activities and future collaborations who will also be responsible for the dissemination of information to others within their own organisation.

5.5 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 in accordance with each other's data policies.

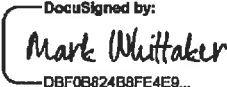
5.6 The Parties may decide to enter into a subsequent Understanding to continue the purposes and objectives of this Understanding beyond its current term.

5.7 For any specific technical or financial support needed around any activity's, addendums will be developed. These Addendums will provide detailed schedules of the description of the role, responsibility, and financial contribution of each party. The Addendums shall be in writing and signed by both parties.


- 5.8 Each party agrees that it shall not, at any time, after executing any activities or deliverables of this Understanding, disclose any outcomes, outputs or information in relation to these activities or affairs of the other party without the consent of both parties.
- 5.9 All personal information that the parties share or use will be collected, processed, and held in accordance with the provisions of the UK General Data Protection Regulation ("GDPR") and the Data Protection Act 2018.
- 5.10 The parties agree that all intellectual property arising out of this MoU shall vest in or remain vested in the party who has generated such intellectual property. Both parties shall have a licence to use the other party's intellectual property for non-commercial purposes
- 5.11 This Understanding may be amended by the Parties from time to time as agreed by both Parties; IWFM and CICES may terminate the Understanding on six (6) months of notice of it advising the other, or on shorter notice by mutual agreement.
- 5.12 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, with the exception of abiding by the required data consents and legislations required under UK GDPR or by either parties polices
- 5.13 The Parties declare that nothing in the Understanding will be considered as creating a partnership, joint venture or agency relationship between IWFM and CICES.

Signed

On behalf of IWFM:

Signature: 
Full Name: Mark Whittaker
Title: Chair of IWFM Board
Date: 9/3/2023

On behalf of CICES:

Signature: 
Full Name: Simon Hamlyn
Title: Chief Executive Officer
Date: