

## Memorandum of Understanding

Between

Building SMART Hong Kong (BSHK); 19/F, Nathan Commercial Building, 430 Nathan Road, Hong Kong hereinafter referred to as "Building SMART"

And

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

### 1. PREAMBLE

Building SMART 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 ORGANISATION A and CICES may co-operate on matters in common relating to [insert specialism] and to civil engineering surveying.

### 2. GUIDING PRINCIPLES

- 2.1 Each Party recognises the local, national and international context in which Building SMART and CICES operates.
- 2.2 Both organisations support the development, general acceptance and enforcement of international standards.
- 2.3 Building SMART 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 Building SMART within [BIM].

#### 4. GENERAL

4.1 This Understanding is intended to encourage and further extend dialogue between Building SMART 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.

Building SMART and CICES recognise that:

4.2 Nothing in this Understanding reduces or constrains Building SMART 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; Building SMART and CICES may terminate the Understanding on six (6) months of notice of it 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 Building SMART and CICES.

Signed

On behalf of Building SMART: Elvis Li Kwong



On behalf of CICES: ~~Andrew Evans, President~~

SHAM LUN CEO

Date

