

MEMORANDUM OF UNDERSTANDING

Between

**CHARTERED INSTITUTION OF CIVIL ENGINEERING
SURVEYORS
(CICES)**



and

**THE GEOSPATIAL COUNCIL OF AUSTRALIA
(GCA)**



10 June 2024
Final Version

BACKGROUND CONTEXT

A Memorandum of Understanding (“MOU”) was executed 14 April 2010 between the Chartered Institution of Civil Engineering Surveyors (CICES), registered in England under RC000832 and a registered educational charity under 1131469 with its principal place of business at Dominion House, Sibson Road, Sale, Cheshire M33 7PP, United Kingdom and the and the Surveying and Spatial Sciences Institute (SSSI) registered in Australia under ABN 22 135 572 815 with its principal place of business at National Surveyors House, 27 - 29 Napier Close, Deakin ACT 2600, Australia.

With SSSI now incorporated into the Geospatial Council of Australia (GCA) registered in Australia under ABN 22 135 572 815 with its principal place of business continuing at National Surveyors House, 27 - 29 Napier Close, Deakin ACT 2600, Australia, the Parties would like to renew the Memorandum of Understanding between the Parties.

WHEREAS Chartered Institution of Civil Engineering Surveyors (CICES) is a registered educational charity promoting the profession throughout the world. CICES seeks to encourage, regulate professionals working within the civil engineering sector to uphold professional standards and to increase the value of their services to the public.

WHEREAS The Geospatial Council of Australia (GCA) is Australia’s is a registered not for profit company limited by guarantee and is Australia’s peak body representing the interests of organisations and individuals, including new and emerging professionals working in the vast range of occupations for surveying, space and spatial in the digital world. GCA while also committed to professional standards also gives a voice to the members of the surveying and spatial science community in both the national and international arena.

WHEREAS CICES and GCA desire to collaborate and support each other’s mission for the benefit of their members and the geospatial industry.

In consideration of the benefits anticipated from entering this MOU, CICES and GCA (“Parties”) agree as follows:

1. **Work Programme.** Exhibit A describes the work or activities in which the Parties agree to engage (the “Programme”). The Parties agree to work in good faith to carry out the Programme until such time as it is completed or this MOU earlier terminated, as provided in Section 5.
2. **Representations and Warranties.** Each Party represents and warrants to the other that:
 - (i) it has due authority to enter into and perform this MOU;
 - (ii) its performance of this MOU will not conflict with any other agreement to which it is a party; and

(iii) its performance of this MOU will not conflict with its intellectual property rights (“IPR”) policy, or with any other policy or obligation binding upon it that relates to IPR matters.

3. **Liaison**. Each Party will appoint and maintain a representative to act as liaison with the other Party, and each Party may deal exclusively with the liaison appointed by the other Party if it so chooses, except as otherwise provided in Exhibit A. The primary liaisons are listed in Exhibit B.
4. **IPR and Confidentiality Policies**. Unless otherwise specified in Exhibit A:
 - (i) each Party agrees that when it is engaging in any activity hosted by the other Party, the policies of the other Party regarding IPR and confidentiality of that Party will be binding upon it;
 - (ii) in the event that the Parties engage in any activities jointly to create any work product, that work product shall be jointly owned, without obligation or accounting one to the other, and no license rights are granted by either Party to the other solely by reason of entering into this MOU; and
 - (iii) each Party will treat all materials supplied to it by the other Party that have been designated in writing as being confidential, FOUO (For Official Use Only), or otherwise non-public, in a manner consistent with such designation.
5. **Term and Termination**
 - (a) This MOU shall remain in force until 31 December 2029 or until terminated by either Party. The term may be extended by mutual agreement of the Parties.
 - (b) This MOU may be terminated:
 - (i) at any time without cause by either Party giving not less than thirty days’ notice to the other Party of its desire to terminate; and
 - (ii) on ten days’ notice without remedy, in the case of a material breach by the Party receiving notice, providing that the Party giving notice provides sufficient detail in such notice of the nature of the breach to permit remedy (except that where the breach, by its nature, is not susceptible to remedy, termination shall be effective upon the giving of notice).
 - (c) All rights and obligations under this MOU will cease on termination, except for those referred to in Sections 2, 4, 6, 7, 8, and 9, each of which shall survive indefinitely.
6. **Notices**. All notices sent by a Party under this MOU shall be sent by email to the address of the other Party’s liaison and shall be deemed to be effective when sent. Each Party shall inform the other Party of a current email address for its liaison at all times.

7. **Costs.** Each Party shall pay its own costs and expenses with respect to its activities under this MOU, and neither Party shall have the authority to act on behalf of or to obligate the other Party (financially or otherwise) without such Party's prior written consent.
8. **Public Statements.** Neither Party will make any public statements regarding the purpose of this MOU or the activities to be performed under it without the approval and consent of the other Party, by mutual agreement in emails exchanged by the authorised representatives of each Party.
9. **Miscellaneous.** This MOU:
 - (i) may only be amended by mutual agreement in emails exchanged by the authorised representatives of each Party;
 - (ii) except as otherwise specified in Exhibit A, supersedes any and all other understanding between the Parties, whether written or oral; and
 - (iii) may not be assigned by either Party without the written permission of the other Party, except to a successor to its business or mission, as appropriate.

Executed as an agreement between the following parties by their authorised representatives:

GCA	CICES
<p>Geospatial Council of Australia</p> <p>Sign: _____</p> <p>Name: Tony Wheeler</p> <p>Position: Chief Executive Officer</p> <p>Date: _____</p>	<p>Chartered Institute of Civil Engineering Surveyors</p> <p>Sign: _____</p> <p>Name: Simon Hamlyn</p> <p>Position: Chief Executive Officer</p> <p>Date: _____</p>

EXHIBIT A: WORK PROGRAMME

OBJECTIVES

The main objectives of this agreement are to collaborate on:

- **Enhancing** the capacity of geospatial professionals, including Civil Engineering Surveyors across Australia, the United Kingdom and globally.
- **Sharing** knowledge, experiences and information of benefit to members of both organisations.
- **Responding** to current and future industry challenges and trends.
- **Promoting and supporting** the geospatial professions at all levels of educational standards.
- **Supporting** the utilisation of geospatial information to achieve the United Nations 2030 Agenda for Sustainable Development, and other global and national objectives.
- **Collaborate** and where possible, seek **alignment of professional standards** of for competency so that the parties work towards mutual recognition

AGREEMENT

CICES and GCA agree to promote cooperation in the following activities in accordance with provisions detailed in this MOU and based on the availability of resources:

- **Identify and share** best practices.
- **Capture collective value of standardisation** for use by our respective members.
- **Support joint participation in events** of mutual interest.
- **Identify and provide opportunities for joint staff support** at events of mutual interest.
- **Recognise each other and interact** as valued partners.
- **Actively collaborate** on strategic projects of value to members of both organisations.
- **Promote and develop the relationship** via regular communication at governance and management levels.
- **Promote greater awareness** of and recognise excellence in the engineering surveying profession.
- **Provide opportunities** for capacity and professional development, which facilitates the exchange of ideas, knowledge and expertise.
- **Support** educational opportunities for spatial professionals.

PROJECT COLLABORATION

An annual discussion of the strategies of both organisations shall occur. The CEO's and the Chairs of the respective Boards or Governing Councils shall meet online once per year to discuss the respective strategies of each organisation. An agreement on collaborative projects of value to members of both organisations shall be formed and attached to this document as Exhibit C. Exhibit C shall be updated annually.

EXHIBIT B: LIAISON REPRESENTATIVES

The primary **liaison representative/s for the CICES** shall be, unless otherwise nominated:

Chief Executive Officer, Chartered Institution of Civil Engineering Surveyors (CICES), or in the case of their unavailability, a nominated contact.

Chief Executive Officer: Simon Hamlyn

Ph: +44 (0) 161 972 3126 / +44 (0) 792 713 2964

Email: simon.hamlyn@cices.org

The primary **liaison representative for the Geospatial Council of Australia** shall be, unless otherwise nominated:

Chief Executive Officer, The Geospatial Council of Australia (GCA), or in the case of their unavailability, a nominated contact.

Chief Executive Officer: Tony Wheeler

Ph: +61 (0) 412 210 576 / +61 (0) 2 6159 8221

Email: tony.wheeler@geospatialcouncil.org.au