



## **DRAFT MEMORANDUM of UNDERSTANDING Between CICES & CIRIA**

CICES and CIRIA share a common interest in the promotion of good practice and knowledge in engineering services within the built environment and seek to build better collaboration in the sector through joint member initiatives, industry, client and government engagement.

### **1) Objective**

The objective of this MoU is to engage in an ongoing relationship for sharing of information and good practice between both parties. This should lead to the development and expansion of relationships with industry stakeholders with the intent of improving performance in the built environment.

1.1 By way of this MoU both parties wish to record the general terms of that relationship, and deliver and develop the following:

- to facilitate the secure and timely flow of data and information between them as required
- to offer the other party reciprocal and free membership (for staff use only)
- to actively promote the services of the other party to members
- to explore the potential of future partnership projects between both parties
- to, where appropriate and agreed by both parties, undertake joint activities.

1.2 Specific joint interests for both parties as proposed but not limited to the areas below;

- Promote and contribute to free or discounted member events and communities of practice as proposed by each party and/or as appropriate

- Contribute to development of good practice guides; subject, scope and potential costs to be confirmed as required
- Provide CICES/ CIRIA content for e-newsletters, websites and other communications as appropriate

DRAFT

## **2) General Terms of MoU**

**2.1 Duration of MoU:** This MoU shall be operational upon signing and will have an initial duration of one year, subject to both parties agreeing, this agreement shall be renewed for a further 12-month period on the anniversary date of the agreement.

**2.2 Co-Ordination:** In order to carry out and fulfil the aims of this agreement, each party will appoint an appropriate person to represent its organisation and to co-ordinate the implementation of activities.

**2.3 Technical and Financial Support:** Addendums to the MoU will be developed for specific activities and development projects. These Addendums will provide detailed description of the role, responsibility and financial contribution of each party. The Addendums shall be in writing and signed by both parties.

**2.4 Confidentiality:** Each party agrees that it shall not, at any time, after executing the activities of this MoU, disclose any information in relation to these activities or affairs of the business or method of carrying on the business of the other party without the consent of both parties.

**2.5 Data:** All personal information that the parties use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Data Protection Act 2018.

**2.6 Termination:** The partnership covered by this MoU, shall terminate upon the completion of the initial period or on the anniversary of the agreement of the signing of this agreement subject to both parties agreeing to dissolve the agreement. The agreement may also be terminated with a written one month notice from either party. In the event of non-compliance or breach by one of the parties of the obligations binding upon it, the other party may terminate the agreement with immediate effect. Any notice of termination of this agreement will be effective from 11.59pm on the date of receipt.

**2.7 Notification:** Each party shall immediately inform the other of any event, which could have a negative influence or endanger the successful accomplishment of the tasks described in this agreement.

**2.8 Use of Marketing materials:** Neither party shall use the name of the other party in any promotional literature or information without the written approval of the other party

**2.9 Intellectual Property:** 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

**2.10 Costs:** Unless otherwise agreed both parties shall pay the costs they occur in the execution of this agreement. Payment of specific fees on development projects to either party shall be agreed in writing prior to being incurred.

2.11 Development of initiatives. The joint initiatives in section 1.2 or other promoted under this agreement may require specific/separate contract agreements to develop and/or implement.

**3) Membership**

3.1 Agreement to offer and accept reciprocal and free membership of each other's organisation.

3.2 Membership benefits to be restricted solely to nominated employees or other non-members chosen/selected by each organisation.

3.3 Neither party will permit access or release any shared information to a third party without the prior agreement of the other party, except for any legal obligation when requested.

**4) Engagement and Authorised Representatives**

4.1 Both parties will appoint a nominated officer to the key contact person for responsible for monitoring compliance with this MoU. CIRIA nominates Tam Simmons.

4.2 Either party may replace its Authorised Representative by notice in writing to the other party.

4.3 The nominated representatives will meet on a regular basis online or in person, with a minimum of 2 times per annum, and sub-groups can be formed to explore and undertake specific activities reporting to the nominated representatives. Both parties will have an open and regular method of communication between parties in form of meetings/ phone calls/ emails or other methods.

**5) Indemnity**

5.1 Both parties in the agreement agrees to indemnify the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such a claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

IN WITNESS THEREOF: the parties to this agreement have duly executed this MoU on the

.....11.....day of.....7.....(Month).....(Year).....2024.....

Name: Sam Taylor  
Dated: 11/7/24

Print Name: Simona Hamlyn

.....  
**For CICES**

*Dirk Vennix*

Name:..... Dated:.....8 July 2024.....

Print Name: Dirk Vennix

.....  
**For CIRIA**

DRAFT

