

## **Memorandum of Agreement between**

### **The Chartered Institute of Architectural Technologists (CIAT)**

**AND**

### **The Association of Architectural Technologists of Ontario (AATO)**

#### **Introduction**

This is a collaborative Agreement between the Chartered Institute of Architectural Technologists (CIAT) and the Association of Architectural Technologists of Ontario (AATO). In order to facilitate and simplify the process of mutual recognition of qualifications and experience with regard to the discipline of architectural technology across borders, CIAT and AATO have established the following Memorandum of Agreement (MoA) which aims to mutually recognise the members of each organisation and their respective qualifications and experience through joint development, commitment and action.

The MoA will allow the two organisations to share information, knowledge and best practice, thus promoting the skills, competences and professions of the members of both CIAT and AATO. The objective is to remove barriers and allow for free movement of people and services and easier transferability of skills. This Agreement will support the opportunity for each organisation's members to join the other organisation subject to a mapping exercise being carried out to demonstrate that each organisation's members meet the required criteria of the other organisation and therefore to work in a country different from that in which they qualified, subject to the necessary visa/work permit requirements of each country.

It is the intent of this Agreement to formalise a relationship between CIAT and AATO which works towards reciprocity. The areas of cooperation between these organisations are to be enhanced and developed over time. This MoA will serve to create a climate of cooperation that initiates a new direction for our two organisations to better serve the professional needs of the members, industry and society as well as improving and promoting the public profile of the organisations.

#### **Purpose**

Both organisations by this Agreement intend to:

- continue operating as autonomous entities and grant designations to their respective membership, inline with their constitutions;
- maintain their professional qualifications and retain external representation;
- expand educational and certification opportunities to the members of both organisations; and
- benefit by collaborating on education, certification, accreditation, registration, administration, promotion, practice and general membership opportunities.

#### **Areas of Collaboration**

It is recognised that each organisation possesses educational, academic and work experience requirements that will benefit the other organisation. The following areas of collaboration are proposed.

1. Reviewing current and future CIAT educational courses required for various CIAT designations to assess their applicability to the AATO certification requirements.

Reviewing current and future AATO educational courses required for various AATO designations to assess their applicability to the CIAT certification requirements.

3. Developing a systematic approach for CIAT Members to achieve registered or certified status in AATO.
4. Developing a systematic approach for AATO Members to achieve registered or certified status in CIAT.
5. Developing a fee structure that encourages membership of CIAT members in AATO, and vice versa.
6. Identifying mechanisms within both organisations that could be transferable to assist with education, best practice, technical and certification activities where either organisation has developed expertise.
7. Identifying joint efforts for both organisations to foster professionalism through education, best practice, technical, certification, public image and performance standards.
8. Identifying joint efforts for both organisations to foster cooperation within allied professional bodies, government authorities and others.

(Hereinafter referred to as “Areas of Collaboration”)

### **Overview of CIAT and AATO**

CIAT, the professional and qualifying body in Architectural Technology in the UK and overseas, was formed in July 2005 upon the Incorporation by Royal Charter of its predecessor, British Institute of Architectural Technologists, BIAT. The Institute was originally formed as the Society for Architectural and Associated Technicians (SAAT) in 1965. CIAT is recognised as a European Competent Authority for Architectural Technology and mutual recognition with regard to Architectural Technology between the UK and other EU member states is dealt with by CIAT.

AATO, an association incorporated in 1969, established by provincial statutes in 1996, certifies Architectural Technologists, Registered Building Technologists, Architectural Technicians and Registered Building Technicians in Ontario, Canada.

The two organisations seek to foster professionalism in the delivery of architectural services. Both professional organisations recognise that cooperation is needed to further these ends and to better serve and protect public interest.

### **Terms**

1. It is understood that resources (personnel and budgets), timeliness, tasks etc will determine the implementation of the Areas of Collaboration.
2. No representation may be made on behalf of the other organisation without their written approval.
3. No use of either organisations' logo or corporate style may be made without written approval

4. It is understood that the services provided by one organisation to the other will be on a cost recovery basis or by predetermined mutual agreement.
5. It is understood that the terms of all proposed collaborative efforts, commitments and programs shall be agreed to in writing by both organisations before the commencement of such programs. In the absence of a written agreement that specifically obliges the organisations to complete collaborative efforts, commitments and programs, neither party shall be obliged to implement the Areas of Collaboration as defined herein.
6. It is understood that this Agreement is restricted to the areas of mutual cooperation as defined above and by subsequent written agreement. This Agreement does not create any form of partnership, agency, joint venture, interests, financial obligations or any other rights unless specified in writing by subsequent agreement.
7. Both organisations agree to respect the jurisdiction of the other organisation over its respective members and profession(s), the bye-laws and other regulations and proprietary rights, information and intellectual property of the other organisation.
8. As this Agreement matures, modifications may be required to reflect changes in the direction of the two organisations and to address specific administrative needs. This Agreement will be reviewed annually or more often as required.
9. Notwithstanding any terms of subsequent agreements, either party providing 30 days written notice may terminate this agreement.
10. CONFIDENTIALITY PROVISION: CIAT and AATO acknowledge that they will be possessed of confidential information, trade secrets and business secrets concerning the past, present and contemplated future services, techniques, business practices and procedures relating to the operations of CIAT and AATO, disclosures of which would be highly detrimental to the interests of both parties. CIAT and AATO acknowledge each party's right to maintain all such confidential information and business secrets and that such confidential information and business secrets constitute a proprietary right which each organisation is entitled to protect. Accordingly, CIAT and AATO hereby covenant and agree with one another that:
  - a. neither party will disclose to any third party either during the term of this Agreement or at any time thereafter the Confidential Information and Business Secrets;
  - b. for the purposes of this provision, Confidential Information and Business Secrets shall include;
    - i. all written material of both organisations, not currently in the public domain;
    - ii. all marketing documentation and information used by both organisations, prior to publication;
    - iii. financial information;
    - iv. personnel information;
    - v. all trademarks, copyrights and any other intellectual property owned by either organisation or any member thereof; and
    - vi. such further and other information that might be reasonably considered to be confidential.

INDEMNIFICATION PROVISION: CIAT agrees to save harmless and keep indemnified AATO and its successors and assigns from and against all claims, demands, actions, suits, proceedings, losses, costs, including reasonable legal costs, charges, damages, liabilities and expenses which AATO, its successors and assigns, may at any time or times bear, sustain, suffer, be put to or incur by reason of CIAT failing to comply with the terms, covenants and provisions of this Agreement or any subsequent agreement pertaining to Areas of Collaboration between CIAT and AATO.

AATO agrees to save harmless and keep indemnified CIAT and its successors and assigns from and against all claims, demands, actions, suits, proceedings, losses, costs, including reasonable legal costs, charges, damages, liabilities and expenses which CIAT, its successors and assigns, may at any time or times bear, sustain, suffer, be put to or incur by reason of AATO failing to comply with the terms, covenants and provisions of this Agreement or any subsequent agreement pertaining to Areas of Collaboration between CIAT and AATO.

12. This Agreement and all subsequent negotiations by parties shall be governed by the laws relevant to each organisation's jurisdiction. The parties by their signature here too attorn to the jurisdiction of the courts of these aforementioned jurisdictions in connection with any matters that directly or indirectly, relate to this Agreement or any subsequent Agreements negotiated by the organisations.

It is resolved that CIAT and AATO will endeavour to work towards the Areas of Collaboration and according to the Terms contained in this Agreement. CIAT and AATO will prepare plans and make recommendations to their Councils in furtherance of this collaboration and both organisations shall regularly discuss matters of common interest.

Dated this 25<sup>th</sup> day of MAY 2009

**On behalf of the Chartered Institute of Architectural Technologists**

\*Mark Kennett, PCIAT - CIAT President \_\_\_\_\_

\*Francesca Berriman - CIAT Chief Executive \_\_\_\_\_

**On behalf of The Association of Architectural Technologist of Ontario**

\*Brian L. Abbey - M.A.A.T.O. - AATO President  \_\_\_\_\_

\*Sharon Creasor - M.A.A.T.O. - AATO Secretary  \_\_\_\_\_

Andrew Bennett - M.A.A.T.O. - AATO Past President  \_\_\_\_\_

\*We have the authority to bind the organisations.