



UNIVERSITEIT VAN PRETORIA  
UNIVERSITY OF PRETORIA  
YUNIBESITHI YA PRETORIA

## Memorandum of Understanding on Collaboration

between

### **The Australian Institute of Building**

Incorporated by Royal Charter – ABN 38 794 377 472

herein represented by David Burnell,  
in his capacity as National President,  
he being duly authorised thereto

(hereinafter referred to as “AIB “)

And

### **The University of Pretoria**

a public higher education institution and juristic person  
established and incorporated in terms of section 72 (2)  
of the Higher Education Act, No 101 of 1997 as amended

**on behalf of its Faculty of Engineering, Built Environment and Information  
Technology through its Department of Construction Economics**

herein represented by Prof Benita Zulch FAIB,  
in her capacity as Head, Department of Construction Economics  
and herein acting in such representative capacity

(hereinafter referred to as “the University”)

## **Preamble**

This Agreement is made between the Australian Institute of Building (AIB) and the University of Pretoria (UP) through its Department of Construction Economics seeking to build closer cooperation between the two organisations in enhancing the professionalism of Builders, Construction Managers, Academics and Graduates within the Profession of Construction Management in Australia and South Africa respectively.

The Parties hereby wish to record that this memorandum of understanding:

- Does constitute a framework document to assist the Parties in reaching agreements in future; and
- Does not constitute an agreement in any way through which any form of separate legal entity is created or the current identity of the Parties is changed or affected in any way.

## **1. Professional Status**

- 1.1 AIB and UP both have a shared commitment to become a stronger Professional Institute and Educator within the building and construction industry.
- 1.2 AIB and UP recognise each other as the preeminent Professional Institute and Educator in their respective countries.
- 1.3 AIB and UP will work together to raise the level of professionalism in the building and construction industry and education in their respective countries.
- 1.4 The relationship between the Parties will be characterized by collaboration, goodwill, a professional approach, cooperation and the constant pursuit of excellence. Their activities will be conducted with respect for each other's systems of work, structures, culture and values and will support operations being carried out, in an effective and integrated manner.

## **2. Information Exchange and Confidentiality**

- 2.1 AIB and UP agree to exchange information relevant to the development of the building and construction management profession in Australia and South Africa in order to facilitate an understanding of each other's work.
- 2.2 AIB and UP will forward information distributed to their respective Organisations such as magazines and newsletters to a Representative nominated by each organisation acting as the Liaison Officer.
- 2.3 No information of a confidential nature, which the other Party may acquire during the duration of this agreement, may be disclosed by such Party to any unauthorised person, whether before or after the termination of this agreement, without the prior written authority of the Party concerned.

- 2.4 The Parties agree to hold each other's confidential information in the strictest of confidence and not to make use thereof other than for the performance of its obligations in terms of this agreement.
- 2.5 The provisions of this clause 2 are severable from the rest of the provisions of this agreement and shall survive its expiry or prior termination for a period of 2 (two) years.

### **3. Continuing Professional Development**

- 3.1 AIB and UP agree to promote each other's jointly organised Continuing Professional Development events on their respective websites.

### **4. Promotion and Development of this Agreement**

- 4.1 AIB and UP agree to promote this Memorandum of Understanding on their respective websites, including a link from each website to the other party's website, which in the case of UP will be that of the Department of Construction Economics.
- 4.2 The President and Head of School / Head of Department will meet annually to review the agreements and identify opportunities to strengthen the relationship. This may be done via a Teleconference or Face to Face as opportunities arise.

### **5. Collaborative Activities**

- 5.1 AIB and UP may enter into additional Agreements to support collaborative activities in enhancing their commitment and education of the profession of Construction Management. Such agreements, if any, will be annexed to this Memorandum of Understanding as Supplementary Agreements.
- 5.2 Promote Education in the Profession of Construction Management and Economics.
- 5.3 Promote the values of Membership of Professional Institutes.
- 5.4 Promote and encourage Research in the field of Construction Management.
- 5.5 Promote Student and Graduate engagement in Student Groups and Industry.

### **6. Further Collaboration**

- 6.1 The AIB and UP will continue to seek opportunities for further collaboration, such as specific reciprocal membership arrangement, strengthening relationship and forming closer ties with each other.

### **7. Co-Operation and Good Faith**

- 7.1 The Parties undertake to do all things, perform all such acts and take all necessary steps to procure the doing of all things and the performance of all such acts as may be necessary or incidental to give or conducive to the giving of effect to the terms and conditions and import of this agreement.

7.2 The Parties shall at all times during the currency of this agreement observe principles of good faith towards one another in the performance of its obligations in terms of this agreement. To this end and without limiting the generality of the foregoing the Parties shall:

- 7.2.1 At all times during the term of this agreement co-operate reasonably, honestly and in good faith;
- 7.2.2 Perform their obligations arising from this agreement diligently and with reasonable care; and
- 7.2.3 Make full disclosure to each other of any matter that may affect the execution of this agreement.

## 8. Trademarks

8.1 Neither Party, both during the currency and after termination of this agreement, shall use the other Party's brand name and/or any trademark, logo, slogan, insignia or emblem connected to or used by the other Party, without the prior written approval of the other Party, nor shall any of the Parties engage in any action or conduct whatsoever which might in any way affect or prejudice the other Party's rights in such Party's brand name and/or any trademark, logo, slogan, insignia or emblem connected to or used by the other Party.

## 9. Costs of Implementation of Agreement

9.1 Unless otherwise agreed to in writing each Party will be responsible for its own costs relating to the implementation of this agreement.

## 10. Domicilia of Parties

10.1 The Parties choose as their domicilia citandi et executandi their respective addresses set out in this clause for all purposes arising out of or in connection with this agreement at which addresses all processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the parties. For purposes of this agreement the Parties' respective addresses shall be:

AIB: Unit 10, Building C. Trevor Pearcey House 28-34 Thynne Street, Bruce. 2614 Australian Capital Territory. F: +61 2 6253 4411 E: <a href="mailto:ceo@aib.org.au">ceo@aib.org.au</a>	UP: Department of Construction Economics Building 5, South Campus, Hatfield University of Pretoria, 0002  F: +27 12 4203598 E: <a href="mailto:marveline.molema@up.ac.za">marveline.molema@up.ac.za</a>
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- 10.2 Any notice, request, consent or other communication made between the Parties pursuant to the agreement shall be in writing and shall be delivered by hand, or sent by prepaid registered post, or sent by telefax or email.
- 10.3 A notice, request, consent or other communication is presumed, unless the contrary is proven, to have been given if –
- 10.3.1 hand delivered during business hours on a business day, on the day of delivery;
- 10.3.2 posted by prepaid registered post, 10 (ten) business days after the date of posting thereof; or
- 10.3.3 sent by telefax or email, on the first business day following the day of sending of such telefax or email.

## **11. Intellectual Property Rights**

- 11.1 The ownership of and rights in and to any intellectual property owned by any Party prior to the date of signature, shall be and remain vested in such Party.
- 11.2. Should the collaboration on any projects envisaged in this agreement result in the creation of any intellectual property, the Parties agree that the treatment of such intellectual property shall be governed by the provisions of the specific agreements entered into for the pursuance of such specific project.

## **12. Dispute Resolution**

- 12.1 Any dispute resulting from this agreement shall be resolved by means of joint-co-operation or discussions between the individuals directly involved with the execution of this agreement, within one week after a dispute arises or such extend time period as the Parties may agree.
- 12.2 If the Parties are unable to resolve any dispute in terms of clause 12.1 above, then such dispute shall be submitted to the most senior executives of the Parties who shall endeavour to resolve such dispute within 30 (thirty) calendar days after it having been referred to them.

## **13. Term Of Agreement**

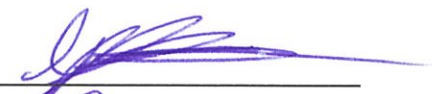
- 13.1 AIB and UP agree that this Memorandum of Understanding shall be for a fixed period of two years from the date affixed herewith, after which there will be a formal review. Progress reviews will take place as and when appropriate.

## **14. Termination**

- 14.1 Either AIB or UP may terminate this Memorandum of Understanding prior to the end of its term by giving 3 months advance written notice to the other party or such other period of notice as may be equitable in the circumstances.

Thus done and signed at Sydney on this the 18 day of Sept 2019

**AS WITNESSES:**

1.   
2. Alan Hardy

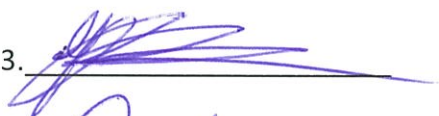
  
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Mr David Burnell FAIB

National President Australian Institute of  
Building, duly authorised thereto

Thus done and signed at Sydney on this the 18 day of Sept 2019

**AS WITNESSES:**

3.   
4. Alan Hardy

  
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Prof Benita Zulch FAIB

Head of Department of Construction Economics  
University of Pretoria, duly authorised thereto