

MEMORANDUM OF UNDERSTANDING

PARTIES

The Royal Australian Institute of Architects trading as Australian Institute of Architects, of Level3, 60 Collins Street, Melbourne (“**the Institute**”).

And

The Refuel Continuing Professional Development Network Provider (the Provider).

CONTEXT

Continuing Professional Development (**CPD**) for architects is any activity that enhances the professional knowledge and personal skills needed for the advancement of architecture, society and the environment. CPD aims to:

- introduce new technologies and innovative practice methods
- improve the quality of design outcomes
- assist architects to be more productive
- increase client confidence in the profession
- enhance architects’ career prospects;

resulting in positive outcomes for all building industry practitioners and consumers.

This program offers providers ‘approved’ status in recognition of their programs meeting the requirements of the framework for CPD outlined in the Architects Accreditation Council of Australia (AACA)/RAIA Joint Policy on Continuing Professional Development (**CPD Policy**).

Approved status gives architects confidence that the activity is recognised as providing suitable CPD within the framework, while providing opportunities for providers to promote their activities accordingly.

Key requirements of the framework are that an activity:

- relates to the practice of architecture but is in addition to activities undertaken in the normal course of practice.
- has stated learning outcomes/objectives, demonstrating that the primary purpose of the activity is educational.
- relates to at least one of the AACA National Competency Standards for Architecture: Design, Documentation, Project Management, Practice Management.
- acknowledges and complements existing CPD programs.

BACKGROUND

- A. The Australian Institute of Architects (Institute) delivers a CPD scheme for Members based on its CPD Policy (**CPD Scheme**).
- B. The CPD Provider wishes to be involved in the provision of CPD for Members of the Institute.
- C. The parties wish to collaborate in the provision of suitable continuing professional development for architects in accordance with the Architects Accreditation Council of Australia (AACA)/RAIA Joint Policy on CPD.

WORKING TOGETHER

- A. The Provider agrees to deliver CPD programs in accordance with this Memorandum of Understanding and all relevant attachments.
- B. The parties agree to use their best endeavours to give effect to the agreed obligations set out in this Memorandum of Understanding.
- C. The parties agree to establish and maintain liaison with each other to ensure the effective implementation of this Memorandum of Understanding.
- D. In the event of a dispute arising under this Memorandum of Understanding, the parties agree that they (or their representatives) will clearly set out in writing the nature of the dispute; will disclose all relevant information or materials which may assist in the resolution of the dispute; will promptly meet to discuss the dispute and will use best endeavours to amicably resolve the dispute.
- E. The parties acknowledge that this Memorandum of Understanding is not legally binding and is an expression of intent only.
- F. The parties acknowledge and agree that in the 12 month term stated in this Memorandum of Understanding, the CPD program(s) provided by the Provider are recognised and any points attained by members and architects during this time will be recognised by the Institute’s CPD Scheme.

- G. The parties acknowledge that CPD records will be maintained for a minimum period of five years after the expiration of this Memorandum of Understanding.
- H. The CPD Provider agrees to allow for one complimentary pass to an Institute nominated representative to attend any activity delivered within the scheme.
- I. The parties acknowledge that the Institute may conduct audits of the Provider in the following areas:
 - content and quality of the learning materials
 - suitability of lecturers/trainers/presenters
 - appropriateness of the physical set up of the training premises
 - member evaluation of courses undertaken
 - member complaints procedure
 - appropriate cover of public liability insurance
 - appropriate cover of professional indemnity insurance
- J. Following approval of the Provider and CPD program the Institute will:
 - list the Provider on the Institute's web site
 - issue the Provider with the Institute's template Participant Certificate
 - issue the Provider with a template 'Attainment of CPD Points' Certificate
 - issue the Provider with proprietary graphics or logos along with usage guidelines for the purposes of CPD documentation and marketing and provide a limited licence to the Provider to use such proprietary graphics or logos.
 - issue the provider with an activity evaluation form template.

TERM

- A. This Memorandum of Understanding will commence on the _____ day of _____ 20____ (Fill in date) and will remain in effect for 12 months from this date. At the expiration of this period, it is anticipated that the Institute and the Provider will enter into another Memorandum of Understanding for the continued provision of CPD programs with the Institute.
- B. This Memorandum of Understanding can only be varied in writing with the consent of both parties.
- C. Subject to the parties complying with this Memorandum of Understanding either party may terminate this Memorandum of Understanding. Two weeks written notice of the intention to terminate must be given.

IN WITNESS TO THE ABOVE Terms, this Memorandum of Understanding is signed for and on behalf of the parties
 on the _____ day of _____ 20____ (Fill in date)

.....
 (Signature)
 Continuing Professional Development Unit
 On behalf of The Royal Australian Institute of Architects

.....
 (Signature)

 (Please print name)

Post completed Memorandum of Understanding to:
 Manager of Continuing Professional Development (CPD)
 Australian Institute of Architects
 Level 3, 60 Collins Street
 Melbourne Victoria 3000

.....
 (Please print title)
 On behalf of

 (Please print name of company or organisation)