

CANADIAN INSTITUTE OF QUANTITY SURVEYORS

Issued by: National Board	Approved Date:
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NATIONAL STANDARDS

PREAMBLE

The purpose of the National Standards is to ensure each individual holding a designation issued by the Canadian Institute of Quantity Surveyors upholds a consistent set of standards and ethics.

The National Standards are established and modified from time to time by resolution of the Board, which is comprised of Directors from across Canada who are elected by the Members.

The Board is committed to reviewing the National Standards at least annually, and more frequently as required.

If any person has suggestions on improving the National Standards, you are encouraged to contact a Director on the Board.

ARTICLE 1 INTERPRETATION

In these National Standards:

- 1.1 “**Corporation**” or “**CIQS**” means the Canadian Institute of Quantity Surveyors.
- 1.2 “**Board**” means the board of directors of the Corporation and “**Director**” means a member of the Board.
- 1.3 “**Member**” is a duly qualified individual, recognized by the Corporation as a member in accordance with the by-laws of the Corporation.
- 1.4 “**Client**” means a person or firm or company with whom a Member has an agreement to provide services or with whom a Member’s employer has an agreement to provide services which services are provided in whole or in part by the Member.
- 1.5 “**Continuing Professional Development (CPD)**” means the systematic maintenance, improvement and broadening of knowledge and skill, and the development of personal qualities necessary for the execution of professional and technical duties throughout the Member’s association with the Corporation.
- 1.6 “**National Standards**” means these National Standards found on CIQS’s website (www.ciqs.org) as may be amended and updated, in CIQS’s sole discretion, from time to time.
- 1.7 Words in one gender include all genders.

ARTICLE 2 MEMBERS

- 2.1 **Members.** Membership in the Corporation shall be available only to individuals who have applied for and been accepted into membership in the Corporation by resolution of the Board or in such other manner as may be determined by the Board from time to time, each of whom must:
 - 2.1.1 be an active Professional Quantity Surveyor/Économiste en Construction Agréé (“**PQS**”) and hold a certificate from the Corporation designating the individual as a PQS;
 - 2.1.2 be an active Construction Estimator Certified/Estimateur en Construction Certifié (“**CEC**”) and hold a certificate from the Corporation designating the individual as a CEC;
 - 2.1.3 be a retired PQS or CEC within the meaning of the Canadian Institute of Quantity Surveyors National Standards (the “**National Standards**”) as may be amended from time to time (“**Retiree**”); or

- 2.1.4 be an honorary member admitted to membership pursuant to a resolution of the Board (“**Honorary Member**”).
- 2.2 **PQS.** Members belonging to the PQS category shall have successfully completed the TPE for the PQS designation as defined by the Corporation. For details of the TPE requirements, please refer to the current Education Policy Guidance Notes Section B. Qualified Members in this category may use the designatory letters “PQS” and the title “Professional Quantity Surveyor” or the French equivalent of “ECA” and the title “Économiste en Construction Agréé”.
- 2.3 **CEC.** Members belonging to the CEC category shall have successfully completed the TPE for the CEC designation as noted in the current Education Policy Guidance Notes Section B. For details of the TPE requirements, please refer to the current Education Policy Guidance Notes Section B. Qualified members in this category may use the designatory letters “CEC” and the title “Construction Estimator Certified” or the French equivalent of “ECC” and the title “Estimateur en Construction Certifié”.
- 2.4 **Retired Member.** Members belonging to the Retiree category shall have belonged to the PQS or CEC categories of membership, but are no longer receiving monetary compensation for practicing as a PQS or CEC.
- 2.5 **Honorary Member.** Members belonging to the Honorary Member category shall have been admitted to membership pursuant to a resolution of the Board.
- 2.6 **Other Member Classifications.** Persons who are not part of the categories listed in Section 2.1 are not “Members” of the Corporation.
- 2.7 **Non-Resident Members.** Accepted and identified Members who leave Canada and/or Members resident outside of Canada (the “**Non-Resident Members**”) may retain their Member status by continuing to abide by the acceptance and identification protocols of the Corporation.
- 2.8 **Change in Member Status.** Members of a Chapter who move to reside in another area of jurisdiction shall notify the Corporation of the change of address. Members may attain Member status in the Corporation only through the Corporation. Members shall maintain the currency of their Member status through the Corporation and follow the CIQS National Standards.

ARTICLE 3

APPLICATION FOR MEMBER STATUS

- 3.1 Applications shall be made to the Corporation on a form provided for that purpose and shall be accompanied by the specified fee.
- 3.2 Applications for Corporation Member certificates must be made on the form provided by the Corporation.

ARTICLE 4 CHAPTERS

- 4.1 Chapters – The Board may establish from time to time chapters to carry out activities of a regional nature as more particularly described in terms of reference of each chapter. Chapters exist at the pleasure of the Board.
- 4.2 The Board may from time to time, in the Board’s sole discretion, create out of country chapters at the request of the Non-Resident Members, in a geographical area or country outside of Canada. These chapters would engage in the following activities: bringing forward to the Board issues particular to the chapter’s members and make recommendations with respect to those issues and organizing presentations and marketing and networking events within the chapter’s geographical boundaries for local members, students, associates, or other persons to promote the Corporation or carry out its objects.
- 4.3 The boundaries of jurisdiction of the chapters shall be specified by the Board in accordance with the By-laws of the Corporation.

ARTICLE 5 MEMBER REGISTER

- 5.1 The Member Register shall be the official list of all Members of the Corporation in which the full name of each person admitted to Member status in the Corporation shall be entered, together with his/her mailing address and telephone number, the date on which they became members and their Corporation diploma number, if applicable.
- 5.2 A Member register shall be maintained by the Corporation.
- 5.3 A Member can honourably withdraw from the Corporation by delivering to the Corporation a written resignation, provided that his/her Member status is currently in good standing.
- 5.4 Should a status cease to be current due to resignation, for non-payment of fees, or is suspended or cancelled, his/her name shall be removed from the Member Register. It shall not be restored until his/her Member status is reinstated, or until the period of his/her suspension has expired.
- 5.5 If a Member’s status has lapsed for more than three years that fees became first due he/she must re-sit the current TPE Practice Problem and be subject to whatever payment rules are defined by the Corporation.

ARTICLE 6 CERTIFICATES OF QUALIFIED MEMBER

- 6.1 The Corporation shall issue to each qualified Member a certificate of qualified Member status in the Corporation within a reasonable period after his qualified Member status has been granted. The Certificate shall be numbered and shall bear the qualified Member’s name and the date of his admission to qualified Member status in the Corporation. It shall

be signed by the Chair of the Board, the Secretary and one other member of the Board. The Certificate remains the property of the Corporation and shall be returned to the Registrar if the qualified Member's current status ceases, is cancelled or suspended.

- 6.2 In the case of retirement or the decease of a Member in good standing, the Corporation shall relinquish any claim to the certificate of the said retired or deceased Member.

ARTICLE 7 DISCIPLINE

In the case of a disciplinary hearing, the following procedures are to be followed by the Corporation:

- 7.1 At its discretion, the Disciplinary Board may reprimand, suspend or cancel the current status of any Member whom it finds guilty of misconduct or incompetence such as to render it desirable in the public interest. The Disciplinary Board may also have the power to levy a fine.
- 7.2 The Disciplinary Board shall not take any such action until after a complaint setting forth the alleged misconduct or incompetence and giving reasonable particulars, had been made under oath and filed with the Corporation.
- 7.3 Upon receipt of such a complaint, the Chair of the Board or Vice-Chair of the Board shall, within ten working days thereafter, acknowledge receipt of the complaint and appoint a committee of three senior Members of the Corporation to investigate the complaint. The panel shall report to the Chair of the Board within thirty days advising if the complaint is proper and should be pursued or not. No reasons shall be given for the decision and the decision must be unanimous.
- 7.4 Upon receipt of the recommendation from the panel the Chair of the Board or Vice-Chair of the Board shall, within ten working days, advise the complainant of the decision of the panel. If the complaint is to be heard the Chair of the Board shall give notice of a meeting of the Disciplinary Board to consider and act upon the complaint. Such meetings may be adjourned from time to time.
- 7.5 The Disciplinary Board must consist of the Chair of the Board or Vice-Chair of the Board plus one other Director of the Board plus two senior Members of the Corporation. It may, at the Disciplinary Board's discretion, be enhanced by experienced Members of the Corporation.
- 7.6 Notice of such meeting, with a copy of the complaint, shall be sent by registered mail to the Member complained of at his/her address in the Register, and to the person making the complaint.
- 7.7 The notice to the person making the complaint shall state that he/she may:
- (a) bring witnesses to substantiate his/her complaint

- (b) cross examine opposition witnesses
- (c) be represented by counsel
- (d) have the complaint dismissed, if he/she fails to attend the meeting

7.8 The notice to the Member complained of shall state that he/she may:

- (a) submit evidence a minimum of 30 Days prior to a disciplinary hearing
- (b) call witnesses in his/her defense identified to the Disciplinary Board a minimum of 30 Days prior to a disciplinary hearing
- (c) examine any witnesses
- (d) be represented by counsel
- (e) be subject to the Disciplinary Board proceeding in his/her absence, if he/she fails to attend the meeting.

7.9 The Disciplinary Board may avail itself of legal counsel for assistance and advice at the meeting.

7.10 The complainant and the Member complained of shall submit an agreed “statement of facts”, in so far as such facts can be agreed upon to the Disciplinary Board at the commencement of the meeting.

7.11 In so far as possible, the proceedings before the Disciplinary Board shall follow the normal procedure of a hearing before a commission appointed in accordance with the local authority of jurisdiction.

7.12 The decision of the Disciplinary Board on a complaint shall be communicated to the complainant, and the Member complained of, by the Chair of the Board or legal counsel of the Corporation forthwith after reaching its decision.

7.13 Should the Disciplinary Board find liability on any complaint, the committee will reconvene to hear arguments from both parties regarding the penalties to be imposed.

7.14 After hearing arguments from both parties, the Disciplinary Board will deliver its written decisions to both the complainant and the Member complained of, by the Chair of the Board or legal counsel the Corporation forthwith after reaching its decision.

7.15 Should the decision of the Disciplinary Board be suspension or cancellation of the current status of the Member complained of, the Member shall return his/her Corporation Member diploma and seal or stamp, if applicable, to the Corporation within seven (7) Days.

7.16 Should the decision of the Disciplinary Board include a fine, the fine shall be paid to the Corporation within sixty (60) Days.

- 7.17 The maximum fine that the Disciplinary Board can impose shall be an amount equal to the total cost of the disciplinary hearing.
- 7.18 The Corporation shall record the complaint, the date that it was received, the name and address of the person who made the complaint, and the name and address of the Member complained of, the date(s) on which the complaint was investigated by the Disciplinary Board, all relevant documents, the decision of the Disciplinary Board in respect thereto, and the date on which notice of such decision was mailed.
- 7.19 The findings of a hearing conducted by the Corporation shall be binding on the Member with the Corporation. The Member's diploma, if required, shall be surrendered to the to the Corporation.

7.20 Appeals Policy

7.20.1 **Definitions.** For the purposes of this Policy:

- (a) "Appellant" means a party appealing a decision.
- (b) "Respondent" means a party whose decision is being appealed.
- (c) "Appeals Officer" means a Member in good standing appointed by the Board.
- (d) "Days" mean the calendar day; however, should the last day fall on a weekend or a statutory holiday, that day shall be omitted from the computation.

7.20.2 **Who Can Appeal?** Any person who is affected by a decision of the Corporation can appeal that decision. A decision of the Corporation means a decision made by the Board, a committee of the Corporation or any person or individual nominated by and making a decision on behalf of the Corporation.

7.20.3 **Timing for Making an Appeal.**

- (a) The Appellant must submit a notice of intention to appeal to the Executive Director of the Corporation within 21 Days from the date of receipt of the decision being appealed. Within 21 Days of receiving the notice of intention to appeal, the Corporation shall provide all relevant documents to the Appellant. The Corporation shall also provide the Appellant with a list of people who may be able and willing to provide initial feedback to the Appellant. This list will consist of people who may be able to offer initial guidance or feedback as a result of their familiarity with the appeal process. The person providing assistance will be a volunteer and may assist with the process and offer initial feedback respecting the perceived strength of the appeal. The Appellant will be allowed to make use of the services of only one such volunteer assistant and will waive any right to pursue any remedy against that volunteer.

(b) The purpose of such a volunteer is strictly to assist with the process and provide initial feedback to an Appellant, not to represent the Appellant. The Appellant is not required to make use of this volunteer system; rather the volunteers are being made available to assist an Appellant that believes he/she could benefit from a better understanding of the process or grounds for appeal.

(c) An Appellant wanting legal advice or other more substantive assistance may obtain legal or other representation from a party other than the volunteer at any time. An Appellant wanting to make use of the services of a volunteer assistant must first sign a waiver whereby the Appellant waives any right to pursue any remedy against that volunteer. CIQS will facilitate this process by providing the Appellant with the waiver form. The Appellant must complete the waiver form and return it to the Corporation before contacting a volunteer assistant.

(d) Any volunteer assisting an Appellant will be precluded from any further involvement with that appeal, such as acting as an Appeals Panel member.

(e) Within 14 Days of receiving the relevant documents from the Corporation, the Appellant shall advise the Appeals Officer of any changes to its grounds for appeal and provide a formal written appeal accompanied by all relevant supporting documents that the Appellant intends to rely on.

(f) If an Appellant at any time decides not to proceed with the appeal, the Appellant must promptly notify the Appeals Officer of that decision.

7.20.4 Grounds for Appeal. An appeal may only be based on one or more of the following grounds:

(a) The decision maker did not have the authority or jurisdiction to make the decision.

(b) The decision maker failed to follow the procedures set out in the relevant by laws or policies of the Corporation.

(c) There is a reasonable apprehension that a decision maker is biased. There is a reasonable apprehension of bias only where one or more of the decision makers has a real or perceived bias in favour of a party other than the Appellant or against the Appellant and that bias is so significant that a reasonable person would expect that the decision maker might not make an objective decision. A reasonable apprehension of bias includes a real or apparent conflict of interest that is so significant that a reasonable person would expect that the decision maker might not make an objective decision.

(d) The decision maker made a decision for which there is little or no supporting evidence. The Appeals Panel shall not reject the original decision on the basis that the Appeals Panel would have reached a different decision than the original decision maker. Rather, the Appeals Panel must find that there is little or no

evidence to support the initial decision and that the evidence clearly supports a different decision than the original decision.

7.20.5 Screening of Appeal.

(a) Within 7 Days of receiving an Appellant's formal written appeal, the Appeals Officer shall decide whether or not to allow the appeal to proceed. The Appeals Officer shall allow an appeal to proceed unless the Appeals Officer determines in his/her sole discretion that the appeal is not based on one of the listed grounds for appeal.

(b) The Appeals Officer shall consider whether mediation is appropriate and, if so, shall recommend mediation to the parties. If the Appeals Officer recommends mediation to the parties, the parties will have the option of proceeding to mediation. The dispute will then proceed to mediation only if all parties to the dispute agree. Otherwise, the dispute will be handled by the Appeals Panel as outlined in this Policy. Mediation is a process whereby the parties to the dispute meet with an independent mediator. The mediator may meet with the parties to the dispute separately, together or a combination of separately and together as the mediator determines is appropriate. The mediator will attempt to have the parties come to an agreed upon resolution of the dispute. If mediation is successful, the mediator shall promptly draft an agreement (the "Mediation Agreement") reflecting the agreement of the parties and the parties shall then promptly sign that Mediation Agreement. Once a Mediation Agreement is signed by all parties, the dispute will be considered resolved and the appeal process shall be unnecessary.

(c) If mediation does not produce an agreement among the parties to the dispute, the matter shall then proceed to appeal in accordance with this Policy.

(d) If the parties agree to mediation, the Appeals Officer shall promptly appoint an independent mediator and instruct the mediator that time is of the essence in mediating the dispute. The mediator shall set the procedure for the mediation, recognizing that time is of the essence, and with a view to completing the mediation process no later than 14 Days after being appointed as mediator of the dispute.

(e) If an appeal is allowed to proceed, all affected parties shall receive notice and be invited to participate in the process.

7.20.6 Establishing an Appeals Panel.

(a) The Appeals Panel shall consist of 3 individuals (unless the parties agree to a one- person Appeals Panel) who shall have had no involvement with the decision being appealed and shall be free from either actual and perceived bias or conflict. The Appeals Panel will be appointed by the Appeals Officer.

(b) If the Appellant is appealing in his/her capacity as a member, at least one of the Appeals Panel members shall be from among the Appellant's peers. The

Appellant shall be given the opportunity to recommend the peer member on the Appeals Panel, provided that the peer member is free from either actual and perceived bias or conflict. If the Appellant does not recommend a peer Appeals Panel member within 3 Days of providing his/her formal written appeal or if the Appeals Officer determines in his/her sole discretion that the recommended peer is not free from actual and perceived bias and conflict, the Appeals Officer shall decide on and appoint the peer Appeals Panel member.

7.20.7 Appeal Procedure. The Appeals Panel has the right to determine its own procedure, providing for a just, speedy and cost-effective resolution to the Appeal. The following are guidelines for the Appeals Panel in determining its own procedure:

(a) **Written Submissions.**

(A) The procedure before the Appeals Panel comprises written submissions and, if the Appeals Panel deems it appropriate, an oral hearing. Upon receipt of the initial documentation (to be provided to the Appeals Panel by the Corporation), the chairperson, if appropriate, shall issue directions in connection with the written submissions. As a general rule, there shall be one written appeal by the Appellant, one response by the Respondent and any affected party and, if the circumstances so require, one reply by any party. After the appeal and responses are filed, the Appellant may not raise a new ground of appeal without the consent of the other parties unless the Appeals Panel otherwise directs.

(B) Together with their written submissions, the parties shall produce all written evidence on which they intend to rely. After the exchange of the written submissions, the parties shall not be entitled to produce further written evidence, except by mutual agreement or if the Appeals Panel so permits on the basis of exceptional circumstances.

(C) In their written submissions, the parties shall specify any witnesses and experts they intend to call and state any other evidentiary measure which they request. The Appeals Panel may request written submissions from these witnesses and experts. Any party to the appeal (including an affected party) may request an oral hearing. The request for an oral hearing shall be considered by the Appeals Panel, and the Appeals Panel shall determine in its discretion whether or not to have an oral hearing.

(D) All written submissions and other documents shall be delivered to opposing parties, affected parties and Appeals Panel members under the direction of the chairperson (likely through CIQS's offices and employees).

(b) **Hearing.**

(A) Once the exchange of written pleadings is closed, and if there is to be an oral hearing, the Chairperson shall issue directions with respect to the hearing and set the hearing date. As a general rule, there shall be one hearing during which the Appeals Panel hears the parties, witnesses and experts as well as the parties' final oral arguments, for which the Appellant has the final reply.

(B) The chairperson shall chair the hearing and ensure that statements made are concise and limited to the subject of the written presentations, to the extent that the written presentations are relevant.

(C) Once the hearing is closed, the parties shall not produce further written pleadings, unless the Appeals Panel so orders.

(c) **Appeals Officer Unavailable.**

(A) When the Appeals Officer is not available to perform any of the functions contemplated in this Policy, another person designated by the Executive of the Board shall perform such functions.

7.20.8 Appeals Panel Decision. Within 21 days of concluding the appeal, the Appeals Panel shall issue its written decision, with reasons. In making its decision, the Appeals Panel shall have no greater authority than that of the original decision maker. The Appeal Panel may decide to:

- (a) Set aside or confirms the decision being appealed;
- (b) Vary the decision where it is found that an error occurred and the error cannot be corrected by the original decision maker for reasons which may include, but are not limited to, lack of clear procedure, lack of time or lack of neutrality;
- (c) Refer the matter back to the initial decision maker for a new decision; and
- (d) Determine how costs of the appeal shall be allocated, if at all.

A copy of the decision shall be provided to each of the parties and the Appeals Officer.

7.20.9 General.

(a) This Policy shall be governed and construed in accordance with the laws of the place of the works.

(b) No action or legal proceeding shall be commenced against the Corporation in respect of a dispute, unless the Corporation has refused or failed to abide by the provisions for appeal or arbitration of the dispute, as set out in this Policy.

ARTICLE 8
CONTINUING PROFESSIONAL DEVELOPMENT

The Corporation shall establish the criteria for acceptable standards of Continuing Professional Development (“CPD”). Standards will be posted on the Corporation web site and will be reviewed or updated by the Board on an annual basis. These standards shall form the basis of the record summary required to be maintained by each identified Member. It shall be mandatory for identified Members to complete CPD and achieve a minimum of 50 points annually and submit a record, if deemed necessary by the Corporation, in the approved format issued by the Corporation. Identified Members are exempt from CPD requirements during their first year of membership. For clarity, identified Member shall mean PQS and CEC.

ARTICLE 9
EDUCATIONAL AND ACADEMIC STANDARDS

- 9.1 The Corporation shall establish the criteria for acceptable educational and academic standards in the various Member categories. Such standards will be posted on the Corporation website (www.ciqs.org) and will be reviewed or updated by the Board on a regular basis.
- 9.2 It shall be the responsibility of the Corporation to abide by these standards when conducting assessments of applications for Member categories; review of educational institution curriculae and such like. For clarity, the decision of the Corporation regarding the suitability of acceptable qualifications of any Member candidate and their fit to the applicable, then- posted Corporation educational and academic standards, shall be final.

Issued by: National Board	Approved Date: December 6, 2015
	Next Review Date: [●]

**ADDENDUM TO
NATIONAL STANDARDS
RE: MEMBER'S STANDARDS**

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PREAMBLE

This document is referred to as an Addendum to the CIQS National Standards which specifically outlines the standards for Members not covered in the National Standards.

This Addendum should be read in conjunction with the CIQS By-laws and National Standards.

**APPENDIX A
LICENCING AGREEMENT FOR
PROFESSIONAL QUANTITY SURVEYOR**

[NTD: Updated licensing agreement to be inserted.]



LICENSING AGREEMENT FOR PROFESSIONAL QUANTITY SURVEYOR / ÉCONOMISTE EN CONSTRUCTION AGRÉÉ

I, the undersigned, do hereby submit this application to CIQS to become or renew my status as, a
PROFESSIONAL QUANTITY SURVEYOR / ÉCONOMISTE EN CONSTRUCTION AGRÉÉ
Designation Holder with CIQS and a member of CIQS in accordance with the terms set forth below.

DATED the _____ day of _____, 20_____

Signature:

Printed Name:

Member ID #

I AGREE

By checking the "I AGREE" checkbox and submitting this application to CIQS, and for good and valuable consideration, the receipt and sufficiency of which you acknowledge (including, without limitation, granting or renewing your status as a CIQS Designation Holder), you agree to the terms as set out below (the "**Agreement**") as of the date CIQS notifies you that it has accepted you, or renewed your status as, a Designation Holder (the "**Effective Date**").

1. So long as you are a Designation Holder in good standing with CIQS, CIQS grants you a limited, revocable, non-exclusive, non-assignable, non-sublicensable, license to use in Canada during the Term (as defined below) the PROFESSIONAL QUANTITY SURVEYOR, ÉCONOMISTE EN CONSTRUCTION AGRÉÉ, PQS, and ECA marks (the "**CIQS Designations**") in association with the services of:
 - a. preparing and pricing quantity take-offs including analytic estimating for various types and forms of construction;
 - b. preparing bills of quantities;
 - c. identifying, prequalifying, evaluating, analyzing and selecting contractors and other supplied services and products;
 - d. reviewing relevant project documentation, tender and contract documents;
 - e. preparing tender/proposal evaluation criteria;
 - f. preparing, pricing and submitting tenders/proposals;
 - g. reviewing, evaluating, analyzing, negotiating and recommending for award tender/proposal submissions;
 - h. developing, preparing, pricing and negotiating changes/claims;
 - i. managing, administering and coordinating construction projects/contracts;
 - j. assisting and supporting negotiation with construction project stakeholders;
 - k. assessing applications for payment and verifying and supporting the process of payment certification;
 - l. reviewing construction progress schedules;
 - m. preparing, forecasting and reporting construction costs;
 - n. preparing cash flows;
 - o. preparing and maintaining unit price reference databases;
 - p. preparing economic feasibility studies from information provided by construction stakeholders;
 - q. preparing life cycle cost analysis and development proformas for construction stakeholders;
 - r. identifying, evaluating, analyzing and managing risk;
 - s. preparing and reviewing reserve fund study cost analysis;
 - t. preparing and reviewing replacement and loss cost analysis;



- u. providing advice on construction cost control and planning to construction stakeholders;
- v. preparing tender packages consisting of bills of quantities, specifications, scopes of work and relevant project documentation;
- w. preparing and monitoring construction progress schedules;
- x. establishing and implementing the cost control process;
- y. providing project monitoring services and loan monitoring services;
- z. providing independent certification services and payment certification services;
- aa. providing earned value analysis;
- bb. evaluating changes and finalizing contract amount at close-out;
- cc. collaborating in value management strategies;
- dd. supporting the process of the resolution of contract disputes; and
- ee. providing expert assessments, reports and testimony;

(collectively, the “**Services**”)

upon notification that CIQS has accepted you, or renewed your status, as a PROFESSIONAL QUANTITY SURVEYOR / ÉCONOMISTE EN CONSTRUCTION AGRÉÉ Designation Holder.

2. You shall perform the Services in accordance with the standard established by CIQS in the National Standards found on CIQS's website (www.ciqs.org) and associated documents as may be amended and updated, in CIQS's sole discretion, from time to time.
3. So long as you are a Designation Holder in good standing with CIQS, CIQS grants you a limited, revocable, non-exclusive, non-assignable, non-sublicensable, license to display the CANADIAN INSTITUTE OF QUANTITY SURVEYORS, CIQS and CIQS & Design marks in Canada (“**CIQS Marks**”).
4. You acknowledge and agree that CIQS is the owner of all rights, title and interest in and to the CIQS Marks and CIQS Designations including, but not limited to, all trade-mark applications and registrations and official marks therefore, and any trade names and business names comprising the CIQS Marks and CIQS Designations. Any and all use of the CIQS Marks and CIQS Designations by you, including all goodwill appertaining thereto, inures to the sole benefit of CIQS.
5. You shall use the CIQS Marks and CIQS Designations in accordance with CIQS's brand use guidelines as amended from time to time and available in the Members' Only Section on the CIQS website www.ciqs.org. Without limiting or being limited by the foregoing you agree as follows. You shall only use and display the CIQS Marks and CIQS Designations in the form as supplied by CIQS to you. You shall not use the CIQS Marks or CIQS Designations to directly or indirectly indicate that CIQS endorses, authorizes, warrants or guarantees you, your company, your employer, your employees or contractors, or the services provided by any of the foregoing. You shall, when displaying any of the CIQS Marks, provide a notice in proximity to the CIQS Marks that “CANADIAN INSTITUTE OF QUANTITY SURVEYORS, CIQS and CIQS & Design marks are owned by the Canadian Institute of Quantity Surveyors and used under license”. You may display the CIQS Designations so long as they are used in association with the performance or advertisement of the Services by you. CIQS may grant or refuse approval of each specific use and display of any CIQS Marks and CIQS Designations. You shall not use or display the CIQS Marks or CIQS Designations in any way that is likely to prejudice CIQS's rights or depreciate its goodwill, in the marks. You shall report to CIQS any use or display of CIQS Marks and CIQS Designations by any person that could detract from the high ideals and values of CIQS or in any way prejudices or discredits CIQS or depreciates its goodwill in its marks and designations.
6. If you are not already a member of CIQS, by way of this application, you are applying to become a member of CIQS and may be admitted as a member in accordance with the by-laws of CIQS. If you are a member of CIQS, you are applying to renew your membership in accordance with the by-laws of CIQS.
7. You shall comply with all CIQS's bylaws, rules, regulations, and directives as published and amended from time to time by CIQS including, without limitation, the National Standards. CIQS may observe and review you and your performance of the Services to assess whether they meet CIQS's defined standard. CIQS may, at any time and in its sole discretion, suspend or terminate your Designation Holder status and/or membership by written notice to you for any reason including, without limitation: breach of any term of this Agreement; failure to perform the Services in accordance with the National Standards; failure to comply with any of CIQS's bylaws, rules, regulations, or directives; or failure to pay your fees. Upon breach by you of any of the provisions of this Agreement or any of CIQS's bylaws, rules, regulations or directives, including the failure to pay any membership dues or fees in a timely manner, or upon suspension or termination of your Designation



Holder status and/or membership in CIQS for any reason, you shall no longer be a Designation Holder in good standing or member in good standing of CIQS and you shall immediately cease using and displaying the CIQS Marks and CIQS Designations and exercising any rights as a member of CIQS.

8. You shall do all things and execute all documents, without any further consideration, to secure and protect CIQS's rights, title and interest in the CIQS Marks and CIQS Designations including, but not limited to, providing specimens of use of the marks or other materials and swearing Affidavits. You shall not, directly or indirectly, challenge, attack, oppose, or attempt to invalidate or cancel any of CIQS's right, title or interest in or to CIQS's official marks and trade-marks and any of its applications and registrations therefore including, without limitation, the CIQS Designations and CIQS Marks. You shall not adopt, apply to register, or register, any of the CIQS Marks and CIQS Designations or any mark or name confusingly similar thereto, or likely to be mistaken therefor, as a trade-mark, trade name, business name, or domain name.
9. The term of this Agreement is for a period of one year from the Effective Date (the "**Term**"). Thereafter, the Agreement shall automatically renew for up to one additional one-year or shorter period ending March 31st upon the payment of your Designation Holder fees to CIQS for that additional period and unless otherwise terminated in accordance with this Agreement, and each renewal period shall be deemed to be included in the defined term "**Term**". This Agreement may be terminated at any time by CIQS or you for convenience upon written notification. Sections 4, 7, 8, and 10 survive termination of this Agreement. Upon termination or expiry of this Agreement for any reason, you shall automatically cease being a Designation Holder and you shall automatically cease being a member of CIQS.
10. Time is of the essence. This Agreement may be assigned by CIQS at any time without prior notice to you. You shall not assign this Agreement. This Agreement is binding on the parties and their successors, heirs and permitted assigns. This Agreement may be executed and delivered electronically in counterparts, each of which is deemed an original. This Agreement is governed by and construed in accordance with the laws of the province of Ontario and the Federal laws of Canada. The parties attorn to the exclusive jurisdiction of the courts of Ontario and the Federal Court of Canada. CIQS may alter or modify the terms of this Agreement unilaterally at any time, in its sole discretion, without any notice to you. You consent that any information you provide to CIQS, including without limitation any person information, may be communicated or transferred by CIQS to any other person without any notice to you. This Agreement is drawn up in English at the request of all parties. Les parties aux présentes ont expressément convenu que ce contrat soit rédigé en anglais.

For questions concerning how you may use and display CIQS Marks and CIQS Designations under the Agreement, please contact: Executive Director, Canadian Institute of Quantity Surveyors, 90 Nolan court, Unit 19, Markham, ON L3R 4L9, Toll Free: 1-866-345-1168; Phone: 905-477-0008; Fax: 905-477-6774; [Email: info@ciqs.org](mailto:info@ciqs.org)

**APPENDIX B
ACCORD DE LICENCE POUR
ÉCONOMISTE EN CONSTRUCTION AGRÉÉ**

[NTD: Updated licensing agreement to be inserted.]



ACCORD DE LICENCE POUR ÉCONOMISTE EN CONSTRUCTION AGRÉÉ / PROFESSIONAL QUANTITY SURVEYOR

Je, soussigné, soumetts par la présente cette demande à l'ICÉC pour devenir – ou renouveler mon statut –

ÉCONOMISTE EN CONSTRUCTION AGRÉÉ / PROFESSIONAL QUANTITY SURVEYOR

titulaire de la désignation auprès de l'ICÉC et membre de l'ICÉC conformément aux conditions énoncées ci-après.

DATE : Le _____ 20____

Signature :

Nom en caractères d'imprimerie :

Numéro de membre :

J'ACCEPTÉ

En cochant la case « J'ACCEPTÉ » et en soumettant cette demande à l'ICÉC, et pour contrepartie valable, le reçu et la qualité dont vous accusez réception (y compris, sans limitation, l'octroi ou le renouvellement de votre statut de titulaire d'une désignation de l'ICÉC), vous acceptez les conditions décrites ci-dessous (l'« accord ») à la date à laquelle l'ICÉC vous a informé qu'elle vous a accepté ou qu'elle a renouvelé votre statut titulaire d'une désignation (la « date d'effet »).

1. Tant que vous êtes titulaire d'une désignation en règle avec l'ICÉC, l'ICÉC vous accorde un permis limité, révocable, non exclusif, non cessible, non sous-licenciable, à utiliser au Canada pendant la durée du terme (définie ci-après), la désignation ÉCONOMISTE EN CONSTRUCTION AGRÉÉ / PROFESSIONAL QUANTITY SURVEYOR, et les marques ÉCA et PQS (les « désignations de l'ICÉC ») en association avec les services consistant à :
 - a. préparer et tarifier des relevés de quantités, y compris l'estimation analytique pour divers types et formes de construction;
 - b. préparer des devis quantitatifs;
 - c. identifier, préqualifier, évaluer, analyser et sélectionner les entrepreneurs et autres services et produits fournis;
 - d. examiner la documentation du projet, les appels d'offres et les documents contractuels pertinents;
 - e. préparer les critères d'évaluation des offres et/ou propositions;
 - f. préparer, tarifier et soumettre des offres et/ou propositions;
 - g. examiner, évaluer, analyser, négocier et recommander des soumissions de soumissions et/ou propositions;
 - h. élaborer, préparer, tarifier et négocier des modifications et/ou réclamations;
 - i. gérer, administrer et coordonner les projets et/ou contrats de construction;
 - j. assister et soutenir la négociation avec les intervenants du projet de construction;
 - k. évaluer les demandes de paiement et vérifier et soutenir le processus de certification des paiements;
 - l. examiner les calendriers d'avancement de la construction;
 - m. préparer, prévoir et déclarer les coûts de construction;
 - n. préparer les flux de trésorerie;
 - o. préparer et maintenir les bases de données de référence des prix unitaires;
 - p. préparer des études de faisabilité économique à partir des informations fournies par les intervenants de la construction;



- q. préparer l'analyse des coûts du cycle de vie et les formulaires de développement pour les acteurs de la construction;
- r. identifier, évaluer, analyser et gérer les risques;
- s. préparer et examiner l'analyse des coûts de l'étude du fonds de réserve;
- t. préparer et examiner une analyse des coûts de remplacement et de perte;
- u. fournir des conseils sur le contrôle et la planification des coûts de construction aux intervenants de la construction;
- v. la préparation des dossiers d'appel d'offres comprenant les devis quantitatifs, les spécifications, l'étendue des travaux et la documentation pertinente du projet;
- w. préparer et suivre les calendriers d'avancement des travaux;
- x. établir et mettre en œuvre le processus de contrôle des coûts;
- y. fournir des services de suivi des projets et des services de suivi des prêts;
- z. fournir des services de certification indépendants et des services de certification des paiements;
- aa. fournir une analyse de la valeur acquise;
- bb. évaluer les modifications et finaliser le montant du contrat à la clôture;
- cc. collaborer à des stratégies de gestion de la valeur;
- dd. soutenir le processus de règlement des différends contractuels; et
- ee. fournir des expertises, des rapports et des témoignages;

(collectivement, les « **services** »)

dès la notification que l'ICÉC vous a accepté en qualité d'ÉCONOMISTE EN CONSTRUCTION AGRÉÉ / PROFESSIONAL QUANTITY SURVEYOR ou qu'elle a décidé de renouveler votre statut de titulaire de la désignation.

2. Vous exécuterez les services conformément à la norme établie par l'ICÉC dans les normes nationales figurant sur le site Web de l'ICÉC (www.ciqs.org) et dans les documents associés qui peuvent être modifiés et mis à jour de temps à autre, à la seule discrétion de l'ICÉC.
3. Tant que vous êtes titulaire d'une désignation en règle auprès de l'ICÉC, l'ICÉC vous accorde une licence limitée, révocable, non exclusive, non cessible, non sous-licenciable, pour vous permettre d'afficher les marques de l'INSTITUT CANADIEN DES ÉCONOMISTES EN CONSTRUCTION, ICÉC et les marques de conception de l'ICÉC au Canada (les « **marques de l'ICÉC** »).
4. Vous reconnaissez et acceptez que l'ICÉC est le propriétaire de tous les droits, titres et intérêts relatifs aux marques de l'ICÉC et aux désignations de l'ICÉC, y compris, sans toutefois s'y limiter, toutes les demandes et enregistrements de marques de commerce et les marques officielles correspondantes, ainsi que tous les noms commerciaux et les dénominations commerciales comprenant les marques de l'ICÉC et les désignations de l'ICÉC. Toute utilisation des marques de l'ICÉC et des désignations de l'ICÉC par vous, y compris toute intention y afférente, profite à l'ICÉC.
5. Vous devez utiliser les marques de l'ICÉC et les désignations de l'ICÉC conformément aux directives d'utilisation de la marque de l'ICÉC telles que modifiées de temps à autre et disponibles dans la section réservée aux membres du site Web de l'ICÉC www.ciqs.org. Sans limiter ou être limité par ce qui précède, vous acceptez les conditions suivantes. Vous ne devez utiliser et afficher les marques de l'ICÉC et les désignations de l'ICÉC que sous la forme qui vous est fournie par l'ICÉC. Vous ne devez utiliser et afficher que les marques et les désignations de l'ICÉC sous la forme fournie par l'ICÉC. Vous ne devez pas utiliser les marques ou désignations l'ICÉC pour indiquer directement ou indirectement que l'ICÉC endosse, autorise, appuie ou garantit, vous, votre entreprise, votre employeur, vos employés ou sous-traitants, ou les services fournis par ce qui précède. Lorsque vous affichez l'une des marques de l'ICÉC, vous devez indiquer à proximité des marques de l'ICÉC que « L'INSTITUT CANADIEN DES ÉCONOMISTES EN CONSTRUCTION, l'ICÉC et les marques de commerce de l'ICÉC sont la propriété de l'Institut canadien des économistes en construction et sont utilisés sous licence ». Vous pouvez afficher les désignations de l'ICÉC lorsqu'ils sont utilisés en lien avec l'exécution ou la publicité des services que vous offrez. L'ICÉC peut accorder ou refuser l'approbation de chaque utilisation et affichage spécifiques de toute marque et de toute désignation de l'ICÉC. Vous ne devez pas utiliser ou afficher les marques de l'ICÉC ou les désignations de l'ICÉC d'une manière susceptible de porter atteinte aux droits de l'ICÉC ou de nuire à son image de marque. Vous devez signaler à l'ICÉC toute utilisation ou tout affichage des marques et désignations de l'ICÉC par toute personne susceptible de porter atteinte aux idéaux et aux valeurs élevés de l'ICÉC ou pouvant porter atteinte de quelque manière que ce soit à l'ICÉC ou de nuire à son image de marque ou ses désignations.



6. Si vous n'êtes pas déjà membre de l'ICÉC, par le biais de cette candidature, vous postulez en vue de devenir membre de l'ICÉC et vous pouvez être admis comme membre conformément aux règlements de l'ICÉC. Si vous êtes membre de l'ICÉC, vous demandez à renouveler votre adhésion conformément aux règlements de l'ICÉC.
7. Vous devez vous conformer à tous les règlements administratifs, règles, règlements et directives de l'ICÉC tels que publiés et modifiés de temps à autre par l'ICÉC, y compris, sans limitation, les normes nationales. L'ICÉC peut observer et examiner votre professionnalisme et votre exécution de services pour évaluer s'ils satisfont à la norme définie par l'ICÉC. L'ICÉC peut, à tout moment et dans son unique description, suspendre ou résilier votre statut de titulaire de désignation et/ou votre adhésion au moyen d'un avis écrit pour tout motif, y compris, sans limitation : le non-respect de l'une des conditions du présent accord; la non-exécution des services conformément aux normes nationales; le non-respect des règlements administratifs, règles, règlements ou directives de l'ICÉC; ou le non-paiement de vos frais. En cas de violation par vous de l'une des dispositions du présent accord ou de tout règlement administratif, règle, règlement ou directive de l'ICÉC, y compris le non-paiement de toute cotisation ou cotisation en temps voulu, ou en cas de suspension ou de résiliation de votre statut de titulaire de désignation et/ou l'adhésion à l'ICÉC pour quelque raison que ce soit, vous ne serez plus un titulaire de désignation en règle ou un membre en règle de l'ICÉC et vous cesserez immédiatement d'utiliser et d'afficher les marques de l'ICÉC et les désignations de l'ICÉC et d'exercer tout droit en tant que membre de l'ICÉC.
8. Vous devez faire tout ce qui est en vigueur et exécuter tous les documents, sans autre considération, pour sécuriser et protéger les droits, le titre et les intérêts de l'ICÉC relatifs aux marques de l'ICÉC et désignations de l'ICÉC, notamment en fournissant des spécimens d'utilisation des marques ou d'autres éléments et sous serment des affidavits. Vous ne devez pas, directement ou indirectement, contester, attaquer, opposer ou tenter d'invalider ou d'annuler tout droit, titre ou intérêt de l'ICÉC sur les marques officielles et les marques de commerce de l'ICÉC et leurs applications ou enregistrements, y compris, sans limitation, les désignations de l'ICÉC et les marques de l'ICÉC. Vous ne devez pas adopter, demander à enregistrer ou enregistrer une des marques de l'ICÉC ou des désignations de l'ICÉC ou une marque ou un nom qui pourrait prêter à confusion ou tromper le destinataire en tant que marque de commerce, nom commercial, nom d'entreprise ou nom de domaine.
9. La durée de la présente convention est pour une période d'un an à compter de la date d'effet (le « **terme** »). Par la suite, l'accord sera automatiquement renouvelé pour une période supplémentaire d'un an ou plus se terminant le 31 mars, dès le paiement de vos frais de titulaire de désignation à l'ICÉC pour cette période supplémentaire et, sauf dénonciation contraire conformément au présent accord, est réputé être inclus dans le terme défini « **terme** ». Le présent accord peut être résilié à tout moment par l'ICÉC ou vous pour plus de commodité sur notification écrite. Les articles 4, 7, 8 et 10 demeurent en vigueur après la résiliation du présent accord. À la résiliation ou à l'expiration du présent accord pour quelque motif que ce soit, vous cesserez automatiquement d'être un titulaire de désignation et vous cesserez automatiquement d'être membre de l'ICÉC.
10. Le temps est un facteur clé. Le présent accord peut être affecté par l'ICÉC à tout moment sans préavis. Vous ne devez pas céder le présent accord. Le présent accord lie les parties et leurs successeurs, héritiers et ayants droit. Le présent accord peut être signé et transmis électroniquement en plusieurs exemplaires, chacun d'eux étant considéré comme un original. Le présent accord est régi et interprété conformément aux lois de la province de l'Ontario et aux lois fédérales du Canada. Les parties ont reconnu la compétence exclusive des tribunaux de l'Ontario et de la Cour fédérale du Canada. L'ICÉC peut altérer ou modifier les termes du présent accord de manière unilatérale à tout moment, à sa seule discrétion, sans préavis. Vous acceptez que toute information que vous fournissez à l'ICÉC, y compris, sans limitation, toute information sur une personne, puisse être communiquée ou transférée par l'ICÉC à toute autre personne sans préavis. Le présent accord a été rédigé en anglais à la demande de toutes les parties. Les parties aux présentes ont expressément convenu que le présent accord est rédigé en anglais.

Pour toute question concernant l'utilisation et l'affichage des marques de l'ICÉC et des désignations de l'ICÉC en vertu du présent accord, veuillez contacter : Directrice générale, Institut canadien des économistes en construction, 90 cour Nolan, Unité 19, Markham (Ontario) L3R 4L9, Sans frais : 1-866-345-1168; Téléphone : 905-477-0008; Télécopieur : 905-477-6774; [Courriel : info@ciqs.org](mailto:info@ciqs.org)

**APPENDIX C
LICENCING AGREEMENT FOR
CONSTRUCTION ESTIMATOR CERTIFIED**

[NTD: Updated licensing agreement to be inserted.]



LICENSING AGREEMENT FOR CONSTRUCTION ESTIMATOR CERTIFIED / ESTIMATEUR EN CONSTRUCTION CERTIFIÉ

I, the undersigned, do hereby submit this application to CIQS to become or renew my status as, a
CONSTRUCTION ESTIMATOR CERTIFIED / ESTIMATEUR EN CONSTRUCTION CERTIFIÉ
Designation Holder with CIQS and a member of CIQS in accordance with the terms set forth below.

DATED the _____ day of _____, 20_____

Signature:

Printed Name:

Member ID #

I AGREE

By checking the "I AGREE" checkbox and submitting this application to CIQS, and for good and valuable consideration, the receipt and sufficiency of which you acknowledge (including, without limitation, granting or renewing your status as a CIQS Designation Holder), you agree to the terms as set out below (the "**Agreement**") as of the date CIQS notifies you that it has accepted you, or renewed your status as, a Designation Holder (the "**Effective Date**").

1. So long as you are a Designation Holder in good standing with CIQS, CIQS grants you a limited, revocable, non-exclusive, non-assignable, non-sublicensable, license to use in Canada during the Term (as defined below) the CONSTRUCTION ESTIMATOR CERTIFIED, ESTIMATEUR EN CONSTRUCTION CERTIFIÉ, CEC, and ECC marks marks (the "**CIQS Designations**") in association with the services of:
 - a. preparing and pricing quantity take-offs including analytic estimating for various types and forms of construction;
 - b. preparing bills of quantities;
 - c. identifying, prequalifying, evaluating, analyzing and selecting contractors and other supplied services and products;
 - d. reviewing relevant project documentation, tender and contract documents;
 - e. preparing tender/proposal evaluation criteria;
 - f. preparing, pricing and submitting tenders/proposals;
 - g. reviewing, evaluating, analyzing, negotiating and recommending for award tender/proposal submissions;
 - h. developing, preparing, pricing and negotiating changes/claims;
 - i. managing, administering and coordinating construction projects/contracts;
 - j. assisting and supporting negotiation with construction project stakeholders;
 - k. assessing applications for payment and verifying and supporting the process of payment certification;
 - l. reviewing construction progress schedules;
 - m. preparing, forecasting and reporting construction costs;
 - n. preparing cash flows; and
 - o. preparing and maintaining unit price reference databases;

(collectively, the "**Services**")

upon notification that CIQS has accepted you, or renewed your status, as a CONSTRUCTION ESTIMATOR CERTIFIED / ESTIMATEUR EN CONSTRUCTION CERTIFIÉ Designation Holder.



2. You shall perform the Services in accordance with the standard established by CIQS in the National Standards found on CIQS's website (www.ciqs.org) and associated documents as may be amended and updated, in CIQS's sole discretion, from time to time.
3. So long as you are a Designation Holder in good standing with CIQS, CIQS grants you a limited, revocable, non-exclusive, non-assignable, non-sublicensable, license to display the CANADIAN INSTITUTE OF QUANTITY SURVEYORS, CIQS and CIQS & Design marks in Canada ("**CIQS Marks**").
4. You acknowledge and agree that CIQS is the owner of all rights, title and interest in and to the CIQS Marks and CIQS Designations including, but not limited to, all trade-mark applications and registrations and official marks therefore, and any trade names and business names comprising the CIQS Marks and CIQS Designations. Any and all use of the CIQS Marks and CIQS Designations by you, including all goodwill appertaining thereto, inures to the sole benefit of CIQS.
5. You shall use the CIQS Marks and CIQS Designations in accordance with CIQS's brand use guidelines as amended from time to time and available in the Members' Only Section on the CIQS website www.ciqs.org. Without limiting or being limited by the foregoing you agree as follows. You shall only use and display the CIQS Marks and CIQS Designations in the form as supplied by CIQS to you. You shall not use the CIQS Marks or CIQS Designations to directly or indirectly indicate that CIQS endorses, authorizes, warrants or guarantees you, your company, your employer, your employees or contractors, or the services provided by any of the foregoing. You shall, when displaying any of the CIQS Marks, provide a notice in proximity to the CIQS Marks that "CANADIAN INSTITUTE OF QUANTITY SURVEYORS, CIQS and CIQS & Design marks are owned by the Canadian Institute of Quantity Surveyors and used under license". You may display the CIQS Designations so long as they are used in association with the performance or advertisement of the Services by you. CIQS may grant or refuse approval of each specific use and display of any CIQS Marks and CIQS Designations. You shall not use or display the CIQS Marks or CIQS Designations in any way that is likely to prejudice CIQS's rights or depreciate its goodwill, in the marks. You shall report to CIQS any use or display of CIQS Marks and CIQS Designations by any person that could detract from the high ideals and values of CIQS or in any way prejudices or discredits CIQS or depreciates its goodwill in its marks and designations.
6. If you are not already a member of CIQS, by way of this application, you are applying to become a member of CIQS and may be admitted as a member in accordance with the by-laws of CIQS. If you are a member of CIQS, you are applying to renew your membership in accordance with the by-laws of CIQS.
7. You shall comply with all CIQS's bylaws, rules, regulations, and directives as published and amended from time to time by CIQS including, without limitation, the National Standards. CIQS may observe and review you and your performance of the Services to assess whether they meet CIQS's defined standard. CIQS may, at any time and in its sole discretion, suspend or terminate your Designation Holder status and/or membership by written notice to you for any reason including, without limitation: breach of any term of this Agreement; failure to perform the Services in accordance with the National Standards; failure to comply with any of CIQS's bylaws, rules, regulations, or directives; or failure to pay your fees. Upon breach by you of any of the provisions of this Agreement or any of CIQS's bylaws, rules, regulations or directives, including the failure to pay any membership dues or fees in a timely manner, or upon suspension or termination of your Designation Holder status and/or membership in CIQS for any reason, you shall no longer be a Designation Holder in good standing or member in good standing of CIQS and you shall immediately cease using and displaying the CIQS Marks and CIQS Designations and exercising any rights as a member of CIQS.
8. You shall do all things and execute all documents, without any further consideration, to secure and protect CIQS's rights, title and interest in the CIQS Marks and CIQS Designations including, but not limited to, providing specimens of use of the marks or other materials and swearing Affidavits. You shall not, directly or indirectly, challenge, attack, oppose, or attempt to invalidate or cancel any of CIQS's right, title or interest in or to CIQS's official marks and trade-marks and any of its applications and registrations therefore including, without limitation, the CIQS Designations and CIQS Marks. You shall not adopt, apply to register, or register, any of the CIQS Marks and CIQS Designations or any mark or name confusingly similar thereto, or likely to be mistaken therefor, as a trade-mark, trade name, business name, or domain name.
9. The term of this Agreement is for a period of one year from the Effective Date (the "**Term**"). Thereafter, the Agreement shall automatically renew for up to one additional one-year or shorter period ending March 31st upon the payment of your Designation Holder fees to CIQS for that additional period and unless otherwise terminated in accordance with this Agreement, and each renewal period shall be deemed to be included in the defined term "**Term**". This Agreement may be terminated at any time by CIQS or you for convenience



upon written notification. Sections 4, 7, 8, and 10 survive termination of this Agreement. Upon termination or expiry of this Agreement for any reason, you shall automatically cease being a Designation Holder and you shall automatically cease being a member of CIQS.

10. Time is of the essence. This Agreement may be assigned by CIQS at any time without prior notice to you. You shall not assign this Agreement. This Agreement is binding on the parties and their successors, heirs and permitted assigns. This Agreement may be executed and delivered electronically in counterparts, each of which is deemed an original. This Agreement is governed by and construed in accordance with the laws of the province of Ontario and the Federal laws of Canada. The parties attorn to the exclusive jurisdiction of the courts of Ontario and the Federal Court of Canada. CIQS may alter or modify the terms of this Agreement unilaterally at any time, in its sole discretion, without any notice to you. You consent that any information you provide to CIQS, including without limitation any person information, may be communicated or transferred by CIQS to any other person without any notice to you. This Agreement is drawn up in English at the request of all parties. Les parties aux présentes ont expressément convenu que ce contrat soit rédigé en anglais.

For questions concerning how you may use and display CIQS Marks and CIQS Designations under the Agreement, please contact: Executive Director, Canadian Institute of Quantity Surveyors, 90 Nolan court, Unit 19, Markham, ON L3R 4L9, Toll Free: 1-866-345-1168; Phone: 905-477-0008; Fax: 905-477-6774; [Email: info@cigs.org](mailto:info@cigs.org)

**APPENDIX D
ACCORD DE LICENCE POUR
ESTIMATEUR EN CONSTRUCTION CERTIFIÉ**

[NTD: Updated licensing agreement to be inserted.]



ACCORD DE LICENCE POUR ESTIMATEUR EN CONSTRUCTION CERTIFIÉ / CONSTRUCTION ESTIMATOR CERTIFIED

Je, soussigné, soumetts par la présente cette demande à l'ICÉC pour devenir – ou renouveler mon statut –

ESTIMATEUR DE CONSTRUCTION CERTIFIÉ / CONSTRUCTION ESTIMATOR CERTIFIED

titulaire de la désignation auprès de l'ICÉC et membre de l'ICÉC conformément aux conditions énoncées ci-après.

DATE : Le _____ 20____

Signature :

Nom en caractères d'imprimerie :

Numéro de membre :

J'ACCEPTÉ

En cochant la case « J'ACCEPTÉ » et en soumettant cette demande à l'ICÉC, et pour contrepartie valable, le reçu et la qualité dont vous accusez réception (y compris, sans limitation, l'octroi ou le renouvellement de votre statut de titulaire d'une désignation de l'ICÉC), vous acceptez les conditions décrites ci-dessous (l'« accord ») à la date à laquelle l'ICÉC vous a informé qu'elle vous a accepté ou qu'elle a renouvelé votre statut titulaire d'une désignation (la « date d'effet »).

1. Tant que vous êtes titulaire d'une désignation en règle avec l'ICÉC, l'ICÉC vous accorde un permis limité, révocable, non exclusif, non cessible, non sous-licenciable, à utiliser au Canada pendant la durée du terme (définie ci-après), la désignation ESTIMATEUR EN CONSTRUCTION CERTIFIÉ / CONSTRUCTION ESTIMATOR CERTIFIED, et les marques ECC et CEC (les « désignations de l'ICÉC ») en association avec les services consistant à :
 - a. préparer et tarifier des relevés de quantités, y compris l'estimation analytique pour divers types et formes de construction;
 - b. préparer des devis quantitatifs;
 - c. identifier, préqualifier, évaluer, analyser et sélectionner les entrepreneurs et autres services et produits fournis;
 - d. examiner la documentation du projet, les appels d'offres et les documents contractuels pertinents;
 - e. préparer les critères d'évaluation des offres et/ou propositions;
 - f. préparer, tarifier et soumettre des offres et/ou propositions;
 - g. examiner, évaluer, analyser, négocier et recommander des soumissions de soumissions et/ou propositions;
 - h. élaborer, préparer, tarifier et négocier des modifications et/ou réclamations;
 - i. gérer, administrer et coordonner les projets et/ou contrats de construction;
 - j. assister et soutenir la négociation avec les intervenants du projet de construction;
 - k. évaluer les demandes de paiement et vérifier et soutenir le processus de certification des paiements;
 - l. examiner les calendriers d'avancement de la construction;
 - m. préparer, prévoir et déclarer les coûts de construction;
 - n. préparer les flux de trésorerie; et
 - o. préparer et maintenir les bases de données de référence des prix unitaires;

(collectivement, les « services »)



dès la notification que l'ICÉC vous a accepté en qualité d'ESTIMATEUR DE CONSTRUCTION CERTIFIÉ / CONSTRUCTION ESTIMATOR CERTIFIED ou qu'elle a décidé de renouveler votre statut de titulaire de la désignation.

2. Vous exécuterez les services conformément à la norme établie par l'ICÉC dans les normes nationales figurant sur le site Web de l'ICÉC (www.ciqs.org) et dans les documents associés qui peuvent être modifiés et mis à jour de temps à autre, à la seule discrétion de l'ICÉC.
3. Tant que vous êtes titulaire d'une désignation en règle auprès de l'ICÉC, l'ICÉC vous accorde une licence limitée, révocable, non exclusive, non cessible, non sous-licenciable, pour vous permettre d'afficher les marques de l'INSTITUT CANADIEN DES ÉCONOMISTES EN CONSTRUCTION, ICÉC et les marques de conception de l'ICÉC au Canada (les « **marques de l'ICÉC** »).
4. Vous reconnaissez et acceptez que l'ICÉC est le propriétaire de tous les droits, titres et intérêts relatifs aux marques de l'ICÉC et aux désignations de l'ICÉC, y compris, sans toutefois s'y limiter, toutes les demandes et enregistrements de marques de commerce et les marques officielles correspondantes, ainsi que tous les noms commerciaux et les dénominations commerciales comprenant les marques de l'ICÉC et les désignations de l'ICÉC. Toute utilisation des marques de l'ICÉC et des désignations de l'ICÉC par vous, y compris toute intention y afférente, profite à l'ICÉC.
5. Vous devez utiliser les marques de l'ICÉC et les désignations de l'ICÉC conformément aux directives d'utilisation de la marque de l'ICÉC telles que modifiées de temps à autre et disponibles dans la section réservée aux membres du site Web de l'ICÉC www.ciqs.org. Sans limiter ou être limité par ce qui précède, vous acceptez les conditions suivantes. Vous ne devez utiliser et afficher les marques de l'ICÉC et les désignations de l'ICÉC que sous la forme qui vous est fournie par l'ICÉC. Vous ne devez utiliser et afficher que les marques et les désignations de l'ICÉC sous la forme fournie par l'ICÉC. Vous ne devez pas utiliser les marques ou désignations l'ICÉC pour indiquer directement ou indirectement que l'ICÉC endosse, autorise, appuie ou garantit, vous, votre entreprise, votre employeur, vos employés ou sous-traitants, ou les services fournis par ce qui précède. Lorsque vous affichez l'une des marques de l'ICÉC, vous devez indiquer à proximité des marques de l'ICÉC que « L'INSTITUT CANADIEN DES ÉCONOMISTES EN CONSTRUCTION, l'ICÉC et les marques de commerce de l'ICÉC sont la propriété de l'Institut canadien des économistes en construction et sont utilisés sous licence ». Vous pouvez afficher les désignations de l'ICÉC lorsqu'ils sont utilisés en lien avec l'exécution ou la publicité des services que vous offrez. L'ICÉC peut accorder ou refuser l'approbation de chaque utilisation et affichage spécifiques de toute marque et de toute désignation de l'ICÉC. Vous ne devez pas utiliser ou afficher les marques de l'ICÉC ou les désignations de l'ICÉC d'une manière susceptible de porter atteinte aux droits de l'ICÉC ou de nuire à son image de marque. Vous devez signaler à l'ICÉC toute utilisation ou tout affichage des marques et désignations de l'ICÉC par toute personne susceptible de porter atteinte aux idéaux et aux valeurs élevés de l'ICÉC ou pouvant porter atteinte de quelque manière que ce soit à l'ICÉC ou de nuire à son image de marque ou ses désignations.
6. Si vous n'êtes pas déjà membre de l'ICÉC, par le biais de cette candidature, vous postulez en vue de devenir membre de l'ICÉC et vous pouvez être admis comme membre conformément aux règlements de l'ICÉC. Si vous êtes membre de l'ICÉC, vous demandez à renouveler votre adhésion conformément aux règlements de l'ICÉC.
7. Vous devez vous conformer à tous les règlements administratifs, règles, règlements et directives de l'ICÉC tels que publiés et modifiés de temps à autre par l'ICÉC, y compris, sans limitation, les normes nationales. L'ICÉC peut observer et examiner votre professionnalisme et votre exécution de services pour évaluer s'ils satisfont à la norme définie par l'ICÉC. L'ICÉC peut, à tout moment et dans son unique description, suspendre ou résilier votre statut de titulaire de désignation et/ou votre adhésion au moyen d'un avis écrit pour tout motif, y compris, sans limitation : le non-respect de l'une des conditions du présent accord; la non-exécution des services conformément aux normes nationales; le non-respect des règlements administratifs, règles, règlements ou directives de l'ICÉC; ou le non-paiement de vos frais. En cas de violation par vous de l'une des dispositions du présent accord ou de tout règlement administratif, règle, règlement ou directive de l'ICÉC, y compris le non-paiement de toute cotisation ou cotisation en temps voulu, ou en cas de suspension ou de résiliation de votre statut de titulaire de désignation et/ou l'adhésion à l'ICÉC pour quelque raison que ce soit, vous ne serez plus un titulaire de désignation en règle ou un membre en règle de l'ICÉC et vous cesserez immédiatement d'utiliser et d'afficher les marques de l'ICÉC et les désignations de l'ICÉC et d'exercer tout droit en tant que membre de l'ICÉC.



8. Vous devez faire tout ce qui est en vigueur et exécuter tous les documents, sans autre considération, pour sécuriser et protéger les droits, le titre et les intérêts de l'ICÉC relatifs aux marques de l'ICÉC et désignations de l'ICÉC, notamment en fournissant des spécimens d'utilisation des marques ou d'autres éléments et sous serment des affidavits. Vous ne devez pas, directement ou indirectement, contester, attaquer, opposer ou tenter d'invalider ou d'annuler tout droit, titre ou intérêt de l'ICÉC sur les marques officielles et les marques de commerce de l'ICÉC et leurs applications ou enregistrements, y compris, sans limitation, les désignations de l'ICÉC et les marques de l'ICÉC. Vous ne devez pas adopter, demander à enregistrer ou enregistrer une des marques de l'ICÉC ou des désignations de l'ICÉC ou une marque ou un nom qui pourrait prêter à confusion ou tromper le destinataire en tant que marque de commerce, nom commercial, nom d'entreprise ou nom de domaine.
9. Le terme du présent accord est prévu pour une période d'un an à compter de la date d'effet (le « **terme** »). Par la suite, l'accord sera automatiquement renouvelé pour une période supplémentaire d'un an ou plus se terminant le 31 mars, dès le paiement des frais liés à la titularisation de la désignation à l'ICÉC pour cette période supplémentaire et, sauf dénonciation contraire conformément au présent accord, est réputé être inclus dans le vocable défini « **terme** ». Le présent accord peut être résilié à tout moment par l'ICÉC ou par vous, pour plus de commodité sur notification écrite. Les articles 4, 7, 8 et 10 demeurent en vigueur après la résiliation du présent accord. À la résiliation ou à l'expiration du présent accord pour quelque motif que ce soit, vous cesserez automatiquement d'être titulaire de désignation et vous cesserez automatiquement d'être membre de l'ICÉC.
10. Le temps est un facteur clé. Le présent accord peut être affecté par l'ICÉC à tout moment sans préavis. Vous ne devez pas céder le présent accord. Le présent accord lie les parties et leurs successeurs, héritiers et ayants droit. Le présent accord peut être signé et transmis électroniquement en plusieurs exemplaires, chacun d'eux étant considéré comme un original. Le présent accord est régi et interprété conformément aux lois de la province de l'Ontario et aux lois fédérales du Canada. Les parties ont reconnu la compétence exclusive des tribunaux de l'Ontario et de la Cour fédérale du Canada. L'ICÉC peut altérer ou modifier les termes du présent accord de manière unilatérale à tout moment, à sa seule discrétion, sans préavis. Vous acceptez que toute information que vous fournissez à l'ICÉC, y compris, sans limitation, toute information sur une personne, puisse être communiquée ou transférée par l'ICÉC à toute autre personne sans préavis. Le présent accord a été rédigé en anglais à la demande de toutes les parties. Les parties aux présentes ont expressément convenu que le présent accord est rédigé en anglais.

Pour toute question concernant l'utilisation et l'affichage des marques de l'ICÉC et des désignations de l'ICÉC en vertu du présent accord, veuillez contacter : Directrice générale, Institut canadien des économistes en construction, 90 cour Nolan, Unité 19, Markham (Ontario) L3R 4L9, Sans frais : 1-866-345-1168; Téléphone : 905-477-0008; Télécopieur : 905-477-6774; [Courriel : info@ciqs.org](mailto:info@ciqs.org).

**APPENDIX E
CODE OF ETHICS
AND
PROFESSIONAL CONDUCT AND COMPETENCY**

CODE OF ETHICS

This Code of Ethics may be found on CIQS's website (www.ciqs.org) and may be amended and updated, in CIQS's sole discretion, from time to time.

The purpose of the Code of Ethics is to give general statements of the principles of ethical conduct in order that the Members of CIQS may fulfill their duty to the public, the profession of Quantity Surveying and their fellow Members.

The following Code of Ethics shall be construed as a general guide and not as a denial of the existence of other duties and rights equally imperative though not specifically mentioned. The Members are bound by its provisions just as they are bound by the provisions of the CIQS By-laws, and National Standards.

Members of CIQS shall:

1. hold paramount their obligations toward humanity and the environment and devote themselves to high ideals of personal honour and professional integrity;
2. extend and enhance public knowledge and regard for Quantity Surveying by expressing opinions that are founded on adequate knowledge and honest conviction;
3. undertake only such work as they are competent to perform by virtue of their training and experience, and, where advisable, retain and cooperate with other Members to ensure the highest standard of service;
4. accept responsibility by signing and sealing only work done by themselves or under their personal and direct supervision;
5. maintain confidentiality and avoid a conflict of interest, but, where such conflict arises, fully disclose the circumstances without delay to the employer or client;
6. support and defend the principle of appropriate and adequate remuneration for the performance of their work;
7. advertise or promote in a manner that is not injurious to the public or to the dignity of the profession of Quantity Surveying and report or expose without fear or favour any illegal or unethical professional decisions or practices by other Members;
8. maintain proficiency and competence and contribute to the development of the profession through the exchange of knowledge and experience; and
9. uphold the name and title of the Institute and protect the Institute from misrepresentation and misunderstanding.

PROFESSIONAL CONDUCT AND COMPETENCY

1. Without restricting the power of the Corporation to act in accordance with Article 7 of the National Standards, the Disciplinary Board will have regard to the following principles of ethics and professional conduct:

1.1 A Member shall act at all times with fairness and loyalty to associates, employers, subordinates and employees; and with devotion to high ideals of personal honour and professional integrity.

1.2 A Member shall clearly state that any statements or opinions written or spoken are those of their own or the company represented, and not of the Corporation unless prior approval has been given by the Corporation.

2. Duties of a Member to the Public:

A Member

2.1 Shall endeavour at all times to enhance the public regard for the profession by extending the public knowledge thereof and by discouraging untrue, unfair or exaggerated statements with respect to quantity surveying and to Members;

2.2 Shall not give opinions or make statements about projects unless clearly disclosed on whose behalf the opinions are given or making the statements are made;

2.3 Shall not express privately or publicly, or while serving as a witness before a court, commission, or other tribunal, opinions on relevant matters that are not founded on adequate knowledge and honest conviction; and

2.4 Shall sign and seal only work done by the Member or under personal and direct supervision.

3. Duties of a Member to an employer or to a client:

A Member shall:

3.1 Act as faithful agent and trustee and shall treat as confidential any information directly obtained as to the business affairs, technical methods, or processes;

3.2 Have no interest, direct or indirect, in any materials, supplies or equipment used by their employer or client, or in persons or firms receiving contracts from their employer without in advance informing the employer or client of the nature of the interest; and

3.3 Not act as consultant to other parties in respect of any work in which their employer has business interests without first advising the employer.

4. Duties of a Member to other Members

A Member shall:

- 4.1 Conduct and act toward other Members with courtesy and good faith;
- 4.2 Not maliciously injure the reputation or business of another Member;
- 4.3 Not attempt to gain an advantage over another Member by way of a bribe in securing quantity surveying work; and
- 4.4 Not advertise or promote in a misleading manner or in a manner injurious to the public or to the dignity of the profession.

5. Duties of a Member to the Corporation:

A Member shall:

- 5.1 Promote and maintain the honour and integrity of the profession and expose without fear or favour before proper tribunals any and all unprofessional or dishonest conduct by any other Member;
- 5.2 Undertake only such work competent to perform by virtue of training and experience, and shall, where advisable, retain and co-operate with other Members to ensure the highest standard of service; and
- 5.3 Complete and maintain the currency of an annual summary of the Member's CPD record for a minimum period of two (2) years.

If required by the Corporation such summary shall be submitted in a format established by the Corporation. If the Member does not submit such CPD record within 60 calendar days of a formal notice of requirement to submit issued by registered mail from the Corporation then the Member will be subject to immediate loss of Member status. The Member must complete the CPD declaration form annually prior to renewing their membership and maintain a copy of their points in the event they are selected for the annual audit.

**APPENDIX F
CONTINUING PROFESSIONAL DEVELOPMENT (CPD)
PROGRAM**

Continuous Professional Development Program

Introduction

This Continuing Professional Development Program may be found on CIQS's website (www.ciqs.org) and may be amended and updated, in CIQS's sole discretion, from time to time.

Mandatory continuous professional development is common to many professional associations. Having a CPD program has allowed CIQS to be recognized as an organization that promotes continual learning and professional development. By CIQS having a CPD program, has fostered relationships through reciprocity agreements with international organizations representing cost professionals.

The CIQS CPD program establishes an annual process and a minimum benchmark of effort. Members have the flexibility to achieve CPD points through a wide range of activities in six distinct categories. CIQS encourages all Members to assess their own personal development goals and needs, and work towards achieving the knowledge that best suits them.

This document provides the guidelines to provide information for the CPD representative on the National CIQS Board to understand their role.

1.0 APPLICATION

1.1 Mandatory Participants

The CPD program is a mandatory requirement applied to the following CIQS Members:

- Professional Quantity Surveyors, PQS
- Professional Quantity Surveyor Fellow PQS(F)
- Construction Estimator Certified, CEC
- Construction Estimator Certified Fellow, CEC(F)

Newly registered Members, who have been granted one of these designations, are exempted from the CPD program from the time they register and pay their initial membership dues until the first renewal of membership dues is required.

Retired, Honourary Life, Members are not required to participate in the CPD program.

1.2 CPD Categories

The following are the six categories in which Members may earn points for professional development:

- .1 Professional Activity
- .2 Formal Activity
- .3 Informal Activity
- .4 Participation

- .5 Presentation
- .6 Contributions to the Knowledge Base

1.2.1 Professional Activity

Active professional practice is a major factor in maintaining and improving skills. Professional quantity surveying work within the scope of practice: construction estimators; construction/project managers; contracts management; employment in the duties of cost and construction within government departments, banks, insurance, developers, hospitality industry, suppliers, manufacturing, educators, industry associations.

20 hours of professional work equals 1 CPD point up to a maximum of 20 CPD points per year.

1.2.2 Formal Activity

Structured courses related to the profession and administered by universities, colleges, industry, and technical societies. Typically, these courses award a diploma or certificate upon success completion.

1 hour of formal learning equals 2 CPD points. Points unlimited, no maximum.

1.2.3 Informal Activity

Unstructured courses related to the profession - self-directed study, conferences, technical sessions, seminars, webinars, research, reading articles related to the profession.

1 hour of informal learning equals 1 CPD point. Points unlimited, no maximum.

1.2.4 Participation

Service on quantity surveying boards and committees; or other boards and committees related to the profession; organizing an Annual Chapter Meeting for a CIQS chapter or nationally, attending a chapter meeting or CIQS AGM.

1 hour of professional participation equals 1 CPD point. Points unlimited, no maximum.

1.2.5 Presentations

Technical and professional presentations within your workplace, at conference meetings, workshops, seminars and courses related to the profession.

1 hour of formal technical equals 2 CPD points. Points unlimited, no maximum.

1.2.6 Contributions to QS Knowledge Base

Activities that expand or develop technical knowledge such as development of exams, development of courses, invigilating or marking examinations, published papers and articles, mentoring, reviewing diaries.

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1 published paper / article course / development of exam equals 15 CPD points.

1 hour of invigilating, marking examinations, mentoring, reviewing diaries equals 1 CPD point.

Points unlimited, no maximum.

2.0 RECORDING & REPORTING

2.1 Recording Activities

Members who are required to participate in the CIQS CPD program must maintain a detailed record of their professional development activities annually. The CPD form is available on the CIQS website. Members are required to retain their CPD records for a minimum of two years.

Your detailed activity record should include the following information:

- A detailed description of the activity
- Date the activity occurred
- The organizer/provider of the activity (if applicable)
- The CPD category in which the activity belongs
- The number of CPD points achieved by the activity
- A copy of a certificate/diploma from the activity (if applicable)

The number of hours in the detailed record should support the hours recorded in the CPD form.

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The number of hours in the detailed record should support the hours recorded in the CPD form.

2.4 Reporting Annually

At the time a Member receives their annual membership renewal invoice, a declaration form will be attached to the invoice. The declaration is mandatory and must be completed by each Member in order to process their membership dues.

2.5 The CPD Declaration

<http://www.ciqs.org/english/member-portal/faq>

3.0 AUDIT PROCESS

What do I do if I am audited

You will receive a letter from CIQS stating that you have been selected for an audit. Audit submissions would include: your annual CPD form completed and signed, copies of certificates and diplomas for courses attend, presentations developed, articles written or a brief description of informal activities where no documentation is available. If you read articles, do not submit the articles read but provide a list of articles read.

4.0 DISCIPLINE

If the Member does not submit or is unwilling to submit proof of their CPD declaration immediate dismissal may be the result.

Failure to reach the required 50 points may also result in dismissal.