



**AGREEMENT OF ORGANISATIONAL CO-OPERATION**

**BETWEEN**

**ENGINEERS AUSTRALIA**

**AND**

**THE INSTITUTION OF PROFESSIONAL ENGINEERS, JAPAN**

## **OPERATIVE PROVISIONS**

### **THE PARTIES AGREE AS FOLLOWS:**

#### **1. GENERAL PURPOSE OF CO-OPERATION**

1.1 The purpose of this Agreement is to promote and facilitate professional and social links between Engineers Australia and the IPEJ to the benefit of members of both organisations.

#### **2. MEMBER BENEFITS**

2.1 Each party will extend to the members of the other party the following benefits:

- a. access to information on the activities, and events of the other organisation;
- b. attendance at and participation in conferences and technical seminars on the same basis and for the same fees and charges as members of the other organisation; and
- c. permission to publish or present papers that are consistent with the objectives of this Agreement on the same conditions as its own members.

2.2 Guests must, on request, furnish appropriate evidence of membership of their home membership.

2.3 The parties agree to use their best endeavours to facilitate joint activities, including co-sponsoring conferences.

2.4 The parties agree to regularly review the member benefits outlined in this Agreement and to amend the benefits as required.

2.5 The parties agree that the intent of this clause is to enhance member benefits and neither party will coerce nor encourage membership away from either party.

#### **3. INFORMATION EXCHANGE**

3.1 The parties agree to notify each other and provide copies of any significant changes in policy, criteria, procedures or programs that might affect this Agreement.

#### **4. ANNUAL REPORTING**

4.1 To the extent that it is possible to obtain and collate this information, each party will provide an annual report to the other setting out the extent to, and manner in, which members of the other party have availed themselves of the opportunities provided by this Agreement.

#### **5. DISPUTE RESOLUTION**

5.1 The parties must use best endeavours to resolve in good faith any dispute concerning this document. Each party must follow the procedures in this clause before starting court proceedings (except for urgent injunctive or declaratory relief).

5.2 If a dispute arises between the parties that cannot be resolved promptly by negotiation between the IPEJ contact person and the Engineers Australia contact person, either party may notify the other party

of a formal dispute. Each party must nominate a senior executive to meet within 7 days of the notice (or other agreed period) to try to resolve the dispute.

## 6. TERM AND TERMINATION

- 6.1 This Agreement supersedes all previous co-operation agreements between IPEJ and Engineers Australia
- 6.2 This Agreement will come into effect on execution and continue for 5 years unless renewed in accordance with clause 6.3.
- 6.3 On expiry of the term referred to in clause 6.2 the parties may renew this Agreement for a further term of 5 years subject to any variation to the terms of this Agreement as agreed between them.
- 6.4 Either party may terminate this Agreement by giving 3 months written notice to the other party.

**EXECUTED** as an agreement.

**SIGNED for and on behalf of The  
Institution of Engineers Australia by its  
authorised representative**

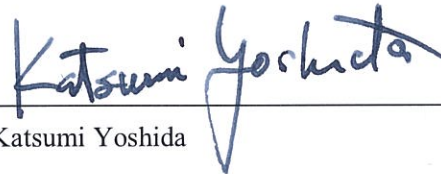


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David Cruickshanks-Boyd

National President

Date 24<sup>th</sup> August 2015

**SIGNED for and on behalf of The  
Institution of Professional Engineers,  
Japan by its authorised representative**



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Katsumi Yoshida

President

Date 9<sup>th</sup> Sept. 2015