

SSSI – ASP CO-OPERATION AGREEMENT

BETWEEN

**SURVEYING AND SPATIAL SCIENCES
INSTITUTE LIMITED**

AND THE

**THE ASSOCIATION OF SURVEYORS OF
PNG**



The Association of Surveyors
of
Papua New Guinea Inc.



SSSI – ASP CO-OPERATION AGREEMENT

THIS AGREEMENT is made the day of two thousand and nine
BETWEEN:

- (a) **SURVEYING AND SPATIAL SCIENCES INSTITUTE LIMITED**, of 27-29 Napier Close, Deakin, Australian Capital Territory 2600 (hereinafter called “SSSI”) of equal part
- (b) **THE ASSOCIATION OF SURVEYORS OF PNG**, of P.O Box 1392, Boroko, National Capital District, Papua New Guinea, of the another part (hereinafter called the “ASP”) of equal part

RECITALS:

- (1) **WHEREAS:** SSSI is the National body of Surveying and Spatial Sciences in Australia, established to strive for excellence in the application of the science and practice of surveying and spatial sciences for the benefit of society
- (2) **WHEREAS:** ASP is the National body of Surveyors in Papua New Guinea, established to protect and promote the interests of the profession of surveying and the interests of the public in relation to surveys and surveying and to preserve and maintain the integrity and status of the profession of surveying
- (3) **WHEREAS:** The parties have agreed to work together to enhance and strengthen the surveying profession in both countries through the respective structures, ensuring that all members gain direct and obvious benefits.

NOW IT IS HEREBY AGREED as follows:

Article 1 – Extent and Duration of this Agreement

1.1 The objectives of this agreement are to:

- Promote continued good relations between the two organisations;
- Promote greater awareness of the surveying profession in each country;
- Encourage consultation and confer on matters of mutual interest to both organisations;
- Generate opportunities for appropriate joint ventures benefiting both organisations;
- Encourage and assist in the development of joint policies, procedures and standards where appropriate;
- Create easy and effective communication channels between the two countries accessible to all members; and
- Promote activities and achievements of this agreement to members of both organisations.

1.2 This Agreement shall commence upon the execution of this Agreement and shall continue until the 30th December 2010, and may thereafter be terminated by either party serving written notice on the other party, nominating a date (being not less than two months from the date of the written notice) upon which the agreement is to end.

- 1.3 The Joint Management Committee may agree to vary the provisions of Articles 5 – 8 either temporarily or for the duration of the agreement.

Article 2 – Preparation

- 2.1 This agreement is made recognising that informal cooperation has existed between both organisations in the past and there is a desire by both parties to continue that cooperation.
- 2.2 This agreement seeks to formalise those elements of co-operation that have been successful and that have produced benefits to members and shall operate under the name “SSSI-ASP Co-operation Agreement”.

Article 3 – Administration of the Agreement

- 3.1 The administration of the Agreement shall be by the Joint Management Committee.

Article 4 – The Joint Management Committee

- 4.1 The Joint Management Committee shall decide on all questions concerning the Agreement, which are of principal importance.
- 4.2 The Joint Management Committee shall consist of the President and President Elect of each organisation.
- 4.3 Decisions of the Joint Management Committee will be noted in the minutes of the meeting and members of the Committee may be notified of those minutes in writing, facsimile, e-mail, or by telephone if all parties have agreed to such form of decision.

Article 5 – Conferences

- 5.1 A major opportunity for face to face communications between members will be at the annual Conferences of SSSI and ASP.
- 5.2 The holding of the Conferences in conjunction with other organisations such as FIG, the SE Asian Surveyors, and CASLE will be encouraged.
- 5.3 To jointly promote the benefits of the FIG2010 Conference to the surveyors of Australia and PNG and explore avenues to maximise the attendance of PNG surveyors at FIG2010.
- 5.4 The respective organisations will play a major role in future Conferences through the following mechanisms:
- the provision of support and advice to Conference organisers in development of conference themes, particularly in regard to the Technical Sessions;
 - through encouraging members to prepare and present papers at Conferences; and
 - by chairing Conference sessions.

Article 6 – Education

- 6.1 In order to meet the PNG National Government announced Medium Term Development Strategies (MTDS), and the UN Millennium Development Goals, the Association of Surveyors of PNG is placing priority on the following development issues for the two (2) parties to consult and deliberate on them in order that some strategies or programmes are developed or established for the surveyors of PNG to best meet these development issues to assist the people and the Government of PNG.
- 6.2 To provide/advise technical support or provide assistance to implement the Post Graduate Diploma Surveying Course at the PNG University of Technology, Lae.
- 6.3 To provide/advice technical assistance to meet the challenges of mobilisation 97% customary land in PNG, being promoted by the National Land Development Taskforce (NLDT).
- 6.4 To provide advise or technical assistance on continuing Professional Development training in order for PNG surveyors to keep abreast of modern technological changes and to effectively provide efficient surveying services to our people and the Government.
- 6.5 To provide technical assistance to our surveyors to have practical training In Australia in order for our surveyors to be able to obtain their registration and have the experience to provide services to our people and Government of PNG.
- 6.6 Included in this training is the training of PNG of selected surveyors (graduates) to obtain their Masters and PhD degrees at relevant Australian Universities in order for PNG to have qualified surveyors to teach at the PNG University of Technology or other Government organisations.

Article 7 – Visits by the President

- 7.1 It is agreed that the visits by the respective President of each organisation will occur on an annual basis with the aim of working together to enhance and strengthen the surveying profession in both countries.
- 7.2 When these visits coincide with a conference the visiting President will be given complimentary registrations to that conference.

Article 9 – Assignment

- 9.1 Except as provided in this Agreement, none of the parties hereto shall have the right to subcontract or assign or otherwise divest itself of any of the rights, benefits, or liabilities, whether in whole or in part, under this agreement to any other company, firm or person without the written consent of the other party.

Article 10 – Settlement of Disputes/Mediation

- 10.1 If any dispute or difference arises between the parties hereto in respect of the interpretation of this Agreement, or of the rights and liabilities of any party hereto, or in respect of anything done or omitted or to be done or omitted herein, both parties will be required to seek to mediate the dispute thereby created by discussions between their Presidents or other most senior available officers. Mediation is intended to be undertaken during the period of or prior to any notice being given by either party to the other.
- 10.2 The process of mediation (including payment of mediator's fees) is to be in accordance with the rules for mediation adopted or recommended by the Law Society of the Australian Capital Territory from time to time, and in the absence of these, in such form as the President of the said Law Society acting as an expert may direct.
- 10.3 The intention of the parties to engage in mediation as set out in the preceding clause is not intended to restrict either party from exercising their lawful rights (including applications for injunction or other interlocutory steps) as they see fit, but is intended to express the mutual intention and commitment to discussion as a preferred manner of resolving a dispute.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed by their duly authorised representatives as at the date first above written.

SIGNED by)
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for and on behalf of **Surveying and Spatial Sciences Institute Limited**

in the presence of:)

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SIGNED by)
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for and on behalf of **Association of Surveyors of Papua New Guinea**

in the presence of:

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