

The Memorandum of Understanding ("MOU") BETWEEN:

ORDRE DES ÉVALUATEURS AGRÉÉS DU QUÉBEC ("the Order")

A legally constituted professional order, headquartered at 415 Saint-Antoine Ouest, Suite 450, Montréal, Québec, represented herein by Pierre Goudreau, É.A., President, and Geneviève Caron-Martin, É.A., Executive Director and Secretary, duly authorized for this purpose by a resolution of the Board of Directors adopted at its meeting of September 28 2021.

hereinafter referred to as "the Order"

AND THE APPRAISAL INSTITUTE OF CANADA ("the Institute"), a legally constituted association, having its business office at 200 Catherine Street, Suite 403, Ottawa, Province of Ontario, represented herein by Louis Poirier, AACI, AIC Board Director (Québec), duly authorized for this purpose by a resolution of the Board of Directors adopted at its meeting held in Ottawa on October 27, 2021.

hereinafter referred to as "the Institute"

Hereinafter jointly referred to as "Parties"

PREAMBLE

CONSIDERING the MOU between the Order and the Institute dated December 4, 2003 (**the "2003 Protocol"**);

THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1	DEFINITIONS
1.1	AACI means an "Accredited Appraiser Canadian Institute" and a member in good standing of the Institute. Members who have obtained this designation may provide professional services as defined in the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP);

1.2	CRA means a “Canadian Residential Appraiser” and designates the members of the Institute qualified to provide professional services as defined in CUSPAP relating to individual, undeveloped residential dwelling sites and dwellings containing not more than four self-contained family housing units. An exception is the Reserve Fund Planning Service Contracts, where the relevant CRA Designated Members may use their CRA designation to complete such contracts for buildings of all sizes. Provincial laws may impose limits. An exception is the Machinery and Equipment Evaluation Service Contracts where only personal assets and not real property are appraised. Qualified CRA members may use their CRA designation to undertake stand-alone machinery and equipment evaluation service contracts on real property of all sizes or types only if real property is not being appraised.
1.3	É.A.: means a certified appraiser who holds a valid license (title) and is a member in good standing of the Order.

CHAPTER 2	GENERAL PROVISIONS
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2.1	PREAMBLE - The preamble is an integral part of this Memorandum of Understanding;
2.2	This MOU shall replace the 2003 protocol on the date the Parties sign this Agreement;
2.3	APPLICABILITY – The Parties agree that the provisions of the MOU apply only to the AACI and the É.A. designations, the CRA designation is expressly excluded from the application of this MOU given the scope of the designation.

CHAPTER 3	TERMS OF RECIPROCITY WITH RESPECT TO ADMISSION
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3.1	<p>The Institute agrees to consider the acceptance of an É.A. as an AACI if that person:</p> <p>Is a member in good standing with the Order,</p> <p>AND</p> <p>Holds a university bachelor degree or has obtained the equivalent training as recognized by the Institute;</p> <p>AND</p> <p>Has successfully completed the Institute's Introduction to Professional Practice (ITPP) with exam;</p> <p>AND</p> <p>Has held the É.A. title for a minimum of three years.</p>
3.2	<p>To the extent that there is compliance with the Order's <i>Règlement sur les normes d'équivalence de diplôme et de formation aux fins de la délivrance d'un permis</i> and the <i>Règlement sur les conditions et modalités de délivrance de permis de l'Ordre</i>, the Order agrees to consider the acceptance of an AACI as an É.A. member if they can demonstrate that they:</p> <p>Are a member in good standing with the Institute,</p> <p>AND</p>
	<p>Hold a university degree or has obtained equivalent training as recognized by the Order;</p> <p>AND</p> <p>In all cases, have appropriate knowledge of French in accordance with section 35 of the <i>Charter of the French Language (L.R.Q. c. C-11)</i>. AND</p> <p>Have held an AACI designation for a minimum of three years.</p>
3.3	<p>The Order may refuse to issue the accredited appraiser's license (É.A.) or to reregister the person on their roster, and the Institute may refuse to accept the person as an AACI member, as the case may be, in the situations described in Appendix A forming an integral part of this MOU.</p>

3.4	The Order may issue the certified appraiser's license (É.A) or re-register the applicant and the Institute may accept the person as an AACI member, as the case may be, but limit or suspend the person's right to engage in the professional services in the situations described in Appendix A forming an integral part of this Memorandum of Understanding.
3.5	The Parties agree to a full and comprehensive exchange of information pertaining to the application of a person who wishes to avail themselves of this agreement and who is subject to disciplinary measures imposed by one of the parties.
3.6	Should one of the Parties wish to amend the conditions of admission, it must inform the other Party, in writing, at least 60 days before any change takes effect. Where appropriate, the MOU may be subject to review by the Parties.

CHAPTER 4	INFORMATION SHARING RELATED TO PROFESSIONAL PRACTICE
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4.1	Whenever a person who is a member of both the Order and the Institute becomes the subject of a disciplinary decision relating to their professional practice, the Institute, in accordance with the Consolidated Regulations of the Institute, shall agree to inform the Order regarding the final decision as well as the information from the initial filing of the complaint, provided that this member has provided written consent authorizing the transmission of this information.
4.2	Whenever a person who is a member of both the Order and the Institute becomes the subject of a complaint or disciplinary decision relating to their professional practice, the Order, in accordance with the <i>Professional Code</i> shall provide the Institute with the final decision and information from the initial filing of the complaint.
4.3	Whenever a person who is a member of both the Order and the Institute is the subject to a judicial decision relating to professional practice, the Order, pursuant to section 108.10, subsection 1, paragraph 2 of the <i>Professional Code</i> (CQLR, c. C-26), may, without the consent of the individual concerned, provide the Institute with personal information that the Order has about that person where such communication is necessary for an investigation, an inspection process or the issuance of a permit (title/designation).

4.4	Each Party agrees to communicate to the other Party, as soon as possible, any publicly available information concerning the professional practice of a member that could have an impact on the protection of the public, the profession or the organization. This includes, in particular, disciplinary decisions, limitations of practice, proceedings for usurpation of title (or fraudulent use of title), refusal of registration on the roster of members, and removal from the roster of members related to professional liability insurance issues.
4.5	When a Party is informed that its member has been the subject of a decision or measure imposed by the other Party in relation to the protection of the public and/or professional practice, it shall analyze the decision to determine whether it should apply similar measures to its member, as described in Appendix A , which forms an integral part of this Agreement.
4.6	The Parties agree to ask their members for authorization to transmit to the other party, if necessary, any personal information relating to the control of the profession and relevant to the protection of the public.

CHAPTER 5	COMMUNICATION, EXCHANGE OF INFORMATION AND CONSULTATION ON EXTERNAL RELATIONS
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5.1	The Parties will inform each other of relevant issues related to external (stakeholder/government) relations/discussions occurring with departments and public or para-public organizations in Quebec, particularly if there are changes pertaining to the structure, legislation, regulations, professional practice standards or policies that can affect either of the parties or the profession of appraiser or real estate consultant.
5.2	Each Party agrees to transmit to the other Party, free of charge and for internal use, a copy of all publications.

CHAPTER 6	OTHER PROVISIONS
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6.1	The Parties agree to inform their members of this MOU.
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6.2	<p>The Parties recognize that:</p> <p>6.2.1 No provision in this MOU shall prevent the Order from playing, in whole or in part, its lawful role as an independent body, whose primary mission is to protect the public by supervising the practice of the profession and by ensuring that its members provide professional services according to the high standards of the professional practice;</p> <p>6.2.2 No provision in this MOU shall prevent the Institute from playing, in whole or in part, its legitimate role as an independent body, whose mission is to promote and support its members in the delivery of high-quality real estate consulting services to clients, employers and the general public.</p>
6.3	This five-year MOU shall take effect on the date it is signed by both Parties.
6.4	Prior to the expiry of this MOU the Parties shall assess the activities undertaken in accordance with its provisions and exchange such relevant information as may be reasonably requested for such assessments.
6.5	Notwithstanding paragraph 6.3 of this MOU, the Institute or the Order may terminate this MOU 6 (six) months after written notification has been provided to the other party or within a shorter period of time with the consent of both parties;
6.6	The Parties declare that no provision in the MOU shall be construed as creating a joint venture or relationship between the Parties.
6.7	In addition to what is specified in paragraph 3.5 of this MOU, the Parties agree to hold two meetings per year.

APPENDIX A
MEMORANDUM OF UNDERSTANDING BETWEEN THE OEAQ AND THE AIC – 2021 TERMS OF
RECIPROCITY WITH RESPECT TO ADMISSION AND MEMBERSHIP

APPLICATION OF RECIPROCAL MEASURES TO APPLICANTS UNDER THIS MOU

In all instances: Each Party will inform the other Party of a final decision as per Chapter 4 of MOU.

1° The applicant has been the subject of a ruling by a Canadian or foreign court, declaring them guilty of a criminal offence:

ORDRE	INSTITUTE
Can refuse to issue the certified appraiser (É.A) licence (title) if this offence, in the justified opinion of the Board of Directors, relates to the exercise of the profession, except if it has been the subject of a pardon (or an equivalent measure abroad).	Can refuse to accept as an AACI member based on AIC Policy.
Must, prior to rendering any such ruling, provide the person concerned with an opportunity to respond.	Must, prior to rendering any such ruling, provide the person concerned with an opportunity to respond.

2° The applicant is the subject of a disciplinary ruling rendered by one of the Parties, (or by the Tribunal des professions du Québec in the appeal of a disciplinary ruling by the Ordre) imposing revocation of the licence (title/designation) or disqualification, or expulsion including temporary disqualification or suspension:

ORDRE	INSTITUTE
Can refuse to issue the certified appraiser licence (title).	Can refuse to accept as an AACI member based on AIC Policy.

3° The applicant has been the subject of a ruling, declaring them guilty of violating the *Professional Code* (RLRQ, c. C-26) or a violation of a provision of a Quebec law or federal legislation identified, if applicable, in the respective regulations of the Parties for this purpose:

ORDRE	INSTITUTE
Can refuse to issue the certified appraiser licence (title).	Can refuse to accept as an AACI member based on the AIC Policy.
Must, prior to rendering any such ruling, provide the person concerned with an opportunity to respond.	Must, prior to rendering any such ruling, provide the person concerned with an opportunity to respond.

APPLICATION OF RECIPROCAL MEASURES TO MEMBERS OF BOTH THE ORDER AND THE INSTITUTE In all instances: Each Party will inform the other Party of a final decision as per Chapter 4 of MOU.

1° The member has been the subject of a ruling by a Canadian or foreign court, declaring them guilty of a criminal offence:

ORDRE	INSTITUTE
Can refuse to issue the certified appraiser licence if this offence, in the justified opinion of the Board of Directors, relates to the exercise of the profession, except if it has been the subject of a pardon (or an equivalent measure abroad). Must, prior to rendering any such ruling, provide the member concerned with an opportunity to respond.	Will review the matter and will undertake an investigation in accordance with AIC Consolidated Regulations. Will inform the OEAQ once a final decision has been made. Must, prior to rendering any such ruling, provide the member concerned with an opportunity to respond.

2° The member is the subject of a disciplinary ruling rendered by one of the Parties (or by the Tribunal des professions du Québec in the appeal of a disciplinary ruling by the Ordre) and imposing revocation of the licence (title) or disqualification, or expulsion including temporary disqualification or suspension:

ORDRE	INSTITUTE
Can refuse re-registration to the roster. Must, prior to rendering any such ruling, provide the member concerned with an opportunity to respond.	Will review the matter and will undertake an investigation in accordance with AIC Consolidated Regulations. Will inform the OEAQ once a final decision has been made. Must, prior to rendering any such ruling, provide the member concerned with an opportunity to respond.

3° The member has been the subject of a ruling, declaring them guilty of violating the Professional Code (RLRQ, c. C-26) or a violation of a provision of a Quebec law or federal legislation identified, as applicable, in the respective regulations of the Parties:

ORDRE	INSTITUTE
May refuse re-registration to the roster. Must, prior to rendering any such ruling, provide the member concerned with an opportunity to present their observations.	Will review the matter and will undertake an investigation in accordance with AIC Consolidated Regulations. Will inform the OEAQ once a final decision has been made. Must, prior to rendering any such ruling, provide the member concerned with an opportunity to respond.

4° The member is the subject of a disciplinary ruling rendered by the other Party (or by the Tribunal des professions du Québec in the appeal of a disciplinary ruling by the Ordre) and imposing on that member a limitation or suspension of the right to exercise professional activities:

ORDRE	INSTITUTE
<p>Can re-register the member on the roster, but shall limit or suspend the right of this member to perform professional activities in the manner prescribed by the disciplinary ruling or the legal ruling.</p> <p>Must, prior to rendering any such ruling, provide the person concerned with an opportunity to present their observations.</p>	<p>Will review the matter and undertake an investigation in accordance with AIC Consolidated Regulations.</p> <p>Will inform the OEAQ once a final decision has been made.</p> <p>Must, prior to rendering any such ruling, provide the member concerned with an opportunity to respond.</p>

5° The member is the subject of a disciplinary ruling rendered by the other Party and imposing on that member a relating to the protection of the public and/or control on the exercise of the profession (e.g., professional inspection, imposition of a development training sanction without limitation or suspension of the right to exercise professional activities, etc.):

ORDRE	INSTITUTE
<p>Can be re-registered on the roster, but shall have this member abide by any such measure or ruling in the manner prescribed by the other party.</p> <p>Must, prior to rendering any such ruling, provide the person concerned with an opportunity to present their observations.</p>	<p>Will review the matter and undertake an investigation in accordance with AIC Consolidated Regulations.</p> <p>Will inform the OEAQ once a final decision has been made.</p> <p>Must, prior to rendering any such ruling, provide the member concerned with an opportunity to respond.</p>