

CEPI - CEI COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT is made on May 26, 2011 by and between

Le Conseil européen des Professions immobilières, ("**CEPI**") and having its principle place of business at Avenue de Tervuren, 36, 1040 Brussels, Belgium

and

La Confédération européenne de l'Immobilier ("**CEI**") and having its principle place of business at Square Saintelette, 11-12, 1000 Brussels, Belgium

RECITALS

WHEREAS, CEPI and CEI, which are European umbrella organisations comprised of national real estate associations in Europe, and support property transactions and property management by representing the interests of the professionals towards the European institutions, strengthening their working relationships and professional practices, overseeing professional ethics and education and improving market knowledge

WHEREAS, CEPI and CEI desire to enter into this Agreement in order to set forth the terms by which Parties will together explore, prepare and evaluate conditions and modalities for a merger as the New Association, so following up, strengthening and adding to the terms of collaboration as set in the Letter of Intent and signed by parties on June 18, 2010; in case of opposition and contradiction between the Letter of Intent and this Cooperation agreement, the Cooperation agreement prevails

WHEREAS CEPI and CEI herewith decide to extend the term of the Letter of Intent mentioned above to the period of current partnership and cooperation agreement

NOW THEREFORE, for good and valuable consideration and in consideration of the promises and premises set forth herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. GENERAL TERMS

- 1.1 As individual organizations CEI and CEPI are considering themselves as partners related to the implementation of the collaboration as set in this agreement and their common actions to explore, prepare and evaluate conditions and modalities for a merger as the New Association. Nevertheless, they remain independent contractors in performing their respective obligations hereunder. This Agreement shall not create any relationship of joint venture, employment or subcontracting as between the Parties. Neither party shall have any power, right or authority to act on behalf of the other.

Neither party shall have any power, right or authority to assume or create any obligation or liability on behalf of or in the name of the other Party

- 1.2 Each Party represents and covenants that it has not entered into, and hereby agrees not to enter into any agreement, either written or oral, in conflict with this Agreement;
- 1.3 Both Parties agree to facilitate information to and discussion with respective member organizations that may express concerns and reserves with regard to the New Association, with a view to ensure broad support to the agreement

2. **COMMON PLATFORM**

- 2.1 The name of the Common Platform is 'European Real Estate Professionals' Forum' of CEPI and CEI.
- 2.2 The Common Platform is an informal body with no legal status; responsibility of the Common Platform lays with the respective Boards of Directors of CEPI and CEI..
- 2.3 The two Boards of Directors of CEPI and CEI form and serve the Common Platform, elect the Chairman of the Common Platform, explore modalities of detailed collaboration, make proposals for joint projects and actions, estimate the costs for each project proportionally shared on a fair basis corresponding to the project in each case.
The Presidents of CEPI and CEI and the Chairman of the Common Platform act as the Executive Board, which realize the decisions of the common Boards.
- 2.4 The Executive Board work towards the effective implementation of current Cooperation Agreement; the Executive Board facilitates contacts between Parties; upon decisions of the Common Boards on the Common Platform the Executive Board is given mandate to represent the Common Platform to the outside. The mandate of the Executive Board is unpaid.
- 2.5 The Common Platform meets at least four times a year. Before the start of each calendar year, meeting dates are fixed. The meetings shall be held well-timed together with the Board Meetings of CEPI and CEI.
- 2.6 Decisions of the Common Platform are taken by consensus; the Board members of CEPI and CEI have each one voice.

3. **WORK PROGRAM**

- 3.1 CEPI and CEI representatives fix all the projects, current ones and maybe future ones as well of CEI and CEPI.

- 3.2 CEPI and CEI representatives work together in the Permanent Technical Committee on Policy (PTC Policy); unless decided otherwise by the Common Platform, lobbying documents will be issued on behalf of both CEPI and CEI on joint letterhead and lobbying events will be set up on behalf of both associations
- 3.3 CEI and CEPI representatives participate in its initiatives to promote professional (CEN) standards; CEPI will support CEI initiatives to promote these standards; special attention will be given to how certification schemes may contribute to give recognition to competence and contribute to recognition of qualification schemes. CEI makes its expertise available to CEPI to develop an information and benchmarking exercise for services of property managers to their clients
- 3.4 CEPI and CEI representatives participate in the Permanent Technical Committee on Education and its education initiatives. CEI will support and actively contribute to the revision of the Eureduc criteria and to the development of life long learning initiatives; special attention will be given to developing qualification standards that meet expectations of both CEPI and CEI
- 3.5 CEPI and CEI invite each other to comment proposed objectives and strategies for the upcoming period in time.
- 3.6 CEPI and CEI invite each other to their respective events, if possible as co-organizer.
- 3.7 Under condition of principle agreement by ICREA, it is an option that CEPI opens WorldProperties.eu to CEI member organizations The Board of CEI and the Board of CEPI have to discuss that further. A decision will be made after a final vote of both Boards. The CEI logo then is linked to the initiative for the duration of current agreement; CEI is invited in the CEPI-Working Group to follow up on this project.
- 3.8 The Working Group on Structure and Fees assist the work of the Common Platform. The group studies the constituting documents of CEPI and CEI and prepares Articles of Association, charters and codes, membership, voting system and other items for the New and joint Association. The Working Group also works out a proposal pertaining to budget, membership fees repartition, transfer of respective assets and other necessary bookkeeping and tax related items. All decisions in the Common Platform have to be prepared in the boards of CEI and CEPI before a decision can be made by the Common Platform. CEI seeks to hold the budget of a new association tight. All decisions are made by the Common Platform.

Members of this Working Group make themselves available so as to ensure effective and efficient delivery within imposed time frame for the purpose of founding the New Association.

- 3.9 The list of actions above is not exhaustive. All current projects are joint projects. The common platform may also decide to start new activities, provided that they contribute towards the objective of the cooperation agreement; such new activities will be considered joint ones as well.

4. FINANCES

- 4.1 Each Party covers the costs for participation of its delegates and representatives in the meetings of the Common Platform and in the joint projects and initiatives as defined above.
- 4.2 The costs pertaining to the accommodation of meetings of the Common Platform are covered by the parties on an equal basis.
- 4.3 The Common Platform agrees on financial contributions of Parties to cover the costs of each project and costs of activities of the Working Group on Structures and Fees.
- 4.4 At the signature of this cooperation agreement and at the start of each year, parties estimate the costs for all common projects; money is made available on quarterly basis
- 4.5 The CEPI and CEI Treasurers check income and expenses at any time.

5. COMMUNICATION

- 5.1 During the term of collaboration, the Boards of CEPI and CEI regularly inform their respective constituency about the implementation of the cooperation agreement; they make sure that their constituency is fully informed of the implementation of the cooperation agreement and have time necessary to prepare a final decision about the New Association of the Parties
- 5.2 Parties agree with limited external communication initiatives pertaining to this cooperation agreement provided that they target stakeholders from the Real estate sector; All information about the relationship between CEPI and CEI shall be reviewed and approved in writing by the Parties prior to any publication

6. OWNERSHIP, RIGHTS AND LICENSES

- 6.1 Ownership of any document shall remain the property of the providers of such document, i.e. CEPI or CEI whichever the case may be. Upon any termination of this Agreement, CEPI and CEI agree to immediately return documents to the other Party whatever the case may be, and/or CEPI and CEI

agree to securely destroy, at the reasonable request of the other Party whatever the case may be, all such Data in its possession.

- 6.2 All rights in or to intellectual property not expressly granted to a Party pursuant to this Agreement are reserved by and to the respective owner. Except as set forth in this Agreement, neither Party may use the intellectual property of the other Party without the prior written approval of the owner of the intellectual property.
- 6.3 In the event the Parties jointly decide to develop a new feature, tool or content during the term of this Agreement, Parties agree to discuss in good faith the ownership of any related right(s); without any such agreement, commonly developed features, tools or content are deemed to be jointly owned
- 6.4 Each Party agrees not to use the logo of the other Party in any form of public relations, releases to the media, or any other purpose, without the prior written consent of the other Party.

7. **TERM, REVIEW AND TERMINATION**

- 7.1 Parties fix a period of maximum 18 months to finalize prospective work and prepare a proposal to found the New Association.
- 7.2 The work program as detailed under point 3 of this cooperation agreement is initiated and implemented between May and December 2011; at the end of 2011, the work both parties have done on the common platform will be evaluated as a first step; current work program will be corrected and/or completed with the aim to fix a second work program for 2012. At the end of 2012 – this is 18 months after signing this agreement – both parties will evaluate the work they have done on the common platform as a second step, to decide definitely if they are willing and able to found the new association. Should after founding the new association one party experience any technical problems then would the final delay not exceed 30 months.
- 7.3 The evaluation of the work program will be part of a full term review, allowing parties to evaluate changes and amendments to this cooperation agreement; such will be preceded by a written progress report which is based on agreed milestones and output.
- 7.4 A written report of the evaluation will be made and presented to the General Meetings of CEPI and CEI. Feedback and specific requests from the General Meetings that arise from these reports will be discussed and followed up by the Common Platform.
- 7.5 Parties may decide to hold additional review meetings at the request of either Party.

- 7.6 Should Parties choose to terminate this Agreement for reasons of convenience, then an agreement of the Boards of CEPI and CEI regarding a mutually agreed exit arrangement is required and shall be ratified by the General Meetings of the Parties within six (6) months after such agreement has been reached.
- 7.7 Either Party may terminate this Agreement if the other Party breaches or fails to observe any material term or condition of this Agreement and such failure or breach continues uncured for an unreasonable period in time.
- 7.8 In the event of a termination of this Agreement by either Party, Parties agree to continue to fulfill their mutual obligations under this Agreement during any applicable notice or waiting period.
- 7.9 Apart from obligations mentioned in this cooperation agreement and from obligations under Belgian law, Parties shall have no further contractual obligation to one another under this Agreement arising from the termination thereof whether due to breach or otherwise.
- 7.10 This Agreement shall be binding upon CEPI and CEI and upon their respective Member organizations.


8. GENERAL


Parties undertake best efforts to implement this cooperation agreement in a transparent, trustful and respectful manner. They further agree following:

- 8.1 Limitation of liability. In no event shall CEPI or CEI be liable to the other for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, whether or not it has been advised of the possibility of such damage.
- 8.2 Severability. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force.
- 8.3 Entire agreement. This Cooperation Agreement (including the annexes and the Letter of Intent as signed between Parties on June 18, 2010) represents the entire agreement but may be modified completed by a written document executed by duly authorized representatives of each Party.
- 8.4 Decisions and notices. All decisions and notices relating to this Agreement shall be in writing. Decisions shall be taken by the Common Platform, notified in brief reports by the CEPI secretariat and made available to all parties any time. Notices shall be sent to the address of the other Party set forth on the signature page of this Agreement or to such other address as either Party may specify, and shall be deemed given upon personal delivery or upon acknowledgment or receipt of ordinary mail or electronic transmission.

- 8.5 Confidentiality. Shared information is treated with confidentiality, with a view to protect the interests of both parties and of the future new association. All Confidential Information shall be held by the receiving Party in strict confidence, will not be disclosed to any third-party and will be used by the receiving Party for performing its obligations and receiving its benefits under this Agreement.

This cooperation agreement is made in two copies each of which shall be deemed an original. The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CEPI
By: 
Name: Timo Muller
Title: President

CEI
By: 
Name: Manuel Negro
Title: President

Done in Berlin on May 26, 2011 at the European Real Estate Congress within the scope of the IVD National Real Estate Congress