Agreement

Between:

FIDIC, the International Federation of Consulting Engineers, based at World Trade Centre II, 1215 Geneva, Switzerland.

Represented by William Howard, President

and

EFCA, the European Federation of Engineering Consultancy Associations, based in Avenue des Arts, 3-4-5, 1210 Brussels, Belgium,

Represented by Kevin Rudden, President

designated hereinafter jointly referred to as the parties.

WHEREAS:

1. FIDIC, founded in 1913, and EFCA, founded in 1992\(^1\), represent the consulting engineering industry and promote the business interests of firms supplying technology-based intellectual services for the built and natural environment, globally and in Europe respectively.

2. The last agreement that FIDIC and EFCA signed was in September 2018 and both organisations wish this Agreement to further strengthen their relationship in a more structured way.

3. FIDIC and EFCA have developed this new Agreement to ensure the consistency of their policies and products as to avoid overlaps and unnecessary duplication, ensure the maximum efficiency of their actions, and provide maximum value for the Member Associations that are paying subscriptions to both organizations.

4. Except in any dealings described in Clause 1.2 that are the responsibilities of EFCA, EFCA has agreed to act as FIDIC’s agent with regards to FIDIC member associations in Europe.

5. FIDIC and EFCA share the ambition to grow the membership of both organisations.

THE AGREEMENT:

This Agreement will be implemented in good faith between FIDIC and EFCA.

Neither party will hold the other responsible for actions or omissions on its part.

\(^1\) integrating the membership of CEDIC, which in turn was founded in 1965, and CEBI, which was founded in 1971.
1. **Scope of Activities**

1.1 **FIDIC** is responsible for the leadership of and advocacy for the consulting engineering industry globally. More specifically, **FIDIC** is responsible for:

   a. developing best practice policies\(^2\) and products\(^3\) for the engineering consulting industry internationally;

   b. promoting\(^4\) such policies and products to and interacting with international institutions, regional member groupings and Member Associations and, upon invitation, to their governments;

   c. enhancing the image of the industry, promoting quality, integrity and sustainability;

   d. supporting the development of its Member Associations internationally, regionally & locally.

1.2 **EFCA** is responsible for the leadership of and advocacy for the consulting engineering industry towards the European Union (EU) and European Free Trade Association (EFTA) countries representing together the European Economic Area (EEA), countries engaged in formal negotiations with regards to membership of the EU or EFTA, and European Union Institutions as per Clause 1.3. More specifically, **EFCA** is responsible for:

   a. developing policies and products for the engineering consulting industry to the extent they address matters related to the EU, EFTA and European Union Institutions. **EFCA** will use its best endeavours to ensure these policies are aligned with **FIDIC** policies and views;

   b. promoting such policies and products to and interacting with the EU, EFTA, European Union Institutions, European Member Associations and, upon invitation, to their governments;

   c. enhancing the business environment and the image of the industry to the EU, EFTA, European Union Institutions and, upon invitation, to governments of EU and EFTA countries;

   d. promoting **FIDIC** policies and products in Europe whenever and wherever possible;

   e. supporting the development of its Member Associations regionally & locally.

1.3 **European Institutions** are defined to include:

   a. the institutions of the European Union (European Commission, European Parliament, European administrations, European Central Bank, European Committee for Standardization, etc.);

   b. the European Investment Bank (EIB);

   c. the European Bank for Reconstruction and Development (EBRD).

---

\(^2\)“Policies” may concern governments & clients (e.g. procurement), member associations (e.g. best practices) and firms (e.g. integrity management)

\(^3\)“Products” includes all deliverables (e.g. contract conditions)

\(^4\)“Promoting” is constituted to mean support the adoption of policies and/or distribution or sale of products
1.4 By exception to the above, the European Bank for Reconstruction and Development (EBRD) falls within the remit of both FIDIC and EFCA. Therefore FIDIC and EFCA shall jointly coordinate meetings and discussions with the EBRD prior to any contact with the EBRD, and jointly prepare or copy to the other the minutes or notes in relation with such meetings and discussions.

1.5 Anything with a wider remit than that of the EU, EFTA, countries engaged in formal negotiations with regards to membership of the European Union or EFTA and European Union Institutions should be the responsibility of FIDIC, thus eliminating the risk of any overlapping services being provided between FIDIC and EFCA, as well as between other international groupings or organisations.

1.6 If and when a European Institution approaches FIDIC regarding matters which are outside FIDIC documents or purchasing transactions, FIDIC will notify EFCA and either refer the European Institution directly to EFCA where appropriate or engage with EFCA to agree the most appropriate way forward.

1.7 If and when a European Institution approaches EFCA regarding matters which relate to FIDIC documents or purchasing transactions, or where it is appropriate to make use of FIDIC’s knowledge, services or products, EFCA will notify FIDIC and either refer the European Institution directly to FIDIC where appropriate or engage with FIDIC to agree the most appropriate way forward.

1.8 FIDIC recognises that Member Associations and/or their Members may have interests which they wish to represent to international financial institutions. FIDIC will further develop and facilitate consultation and communication mechanisms by which industry views can be sought and put to the international financial institutions and communicate to Member Associations.

2. Agent of FIDIC

2.1 Except in any dealings described in Clause 1.2, EFCA will act as FIDIC’s agent and will, on FIDIC’s behalf, coordinate activities with Member Associations in all European countries. EFCA will therefore act in this capacity under the name of “FIDIC Europe” and be accountable to FIDIC.

2.2 In acting as FIDIC’s agent, EFCA will take any direction, reasonably given, from the FIDIC Chief Executive Officer in respect of implementing FIDIC’s global agenda to the extent it does not conflict with its activities related to the EU, EFTA, EEA and other European Union Institutions.

2.3 The Chief Executive Officer of FIDIC and the Secretary General of EFCA will meet on a regular basis so to further strengthen relationship between FIDIC and EFCA in a more structured way. In this respect, they will submit to their respective Boards for approval an annual Agency Action Plan (AAP) before October 31st of each calendar year. They will review and amend it quarterly as necessary by mutual consent.

2.4 The matters addressed in the annual AAP may include:
a. Membership and engagement
b. Advocacy
c. Capacity building
d. Training
e. Credentialing
f. Policy development
g. Product development
h. Events
i. Promotion
j. Current issues
k. Resources
l. Finance

2.5 **EFCA** will include in its letterhead, website, Bulletin and Voice the phrase “Representing **FIDIC** in Europe” with the **FIDIC** logo.

2.6 **EFCA** will allocate appropriate resources from its Secretariat for the effective and efficient agency of **FIDIC** in Europe. **FIDIC** and **EFCA** will determine the amount of staff training necessary for this and **EFCA** will make staff available to **FIDIC** for such training.

2.7 **EFCA** will contribute articles to the **FIDIC** News Bulletin and **FIDIC** will contribute articles to the “**EFCA/FIDIC** Europe Bulletin”.

2.8 **FIDIC** will supply **EFCA** with a reasonable stock of all of its documents for promotion and sale, and **EFCA** shall display them at an appropriate location in its Secretariat offices.

3. **Membership**

3.1 **FIDIC** full members are national engineering consultancy Associations worldwide, while **EFCA** full or observer members are European national engineering consultancy Associations. As such European Member Associations may be members of both **FIDIC** and **EFCA**.

3.2 **EFCA’s** full members are Associations from countries of the EU, EFTA and countries which are engaged in formal negotiations with regard to membership of the EU or EFTA.

3.3 At the date of this Agreement, the Member Associations from European countries which are not eligible for full **EFCA** membership may be admitted as observers, with no voting rights.

3.4 A list of European countries and a list of **FIDIC** and **EFCA** Member Associations as at the date of this Agreement is attached.
3.5 **EFCA** will not require **FIDIC** Member Associations to pay any specific subscription to be part of “FIDIC Europe” other than the **EFCA** membership fee, should they choose to become **EFCA** members.

3.6 In order to ensure that European Member Associations are fully represented regionally and globally, **FIDIC** and **EFCA** shall proactively encourage alignment of their memberships within Europe.

3.7 **EFCA** agrees that it will not grant non-European Member Associations observer status in **EFCA** but may conclude bilateral cooperation agreements with non-European member Association, after duly consulting with **FIDIC**.

3.8 **FIDIC** and **EFCA** agree to more generally support the development of European Member Associations and the business development of their member firms.

4. **Governance and Accountability**

4.1 There is nothing in this Agreement which should be considered to indicate that **EFCA** should receive preferential treatment ahead of any other regional body associated with **FIDIC**.

4.2 In this context, any specific support **FIDIC** may provide to **EFCA** in its advocacy towards the EU, EFTA and European Union Institutions is not considered to be preferential.

4.3 **EFCA** will benefit from full independence and is accountable to its Member Associations regarding its activities related to the EU, EFTA, countries engaged in formal negotiations with regards to membership of the European Union or EFTA, and European Union Institutions.

4.4 For **EFCA** to act as **FIDIC**’s agent as per Clause 2, all **FIDIC** Member Associations must be able to participate in decision making relevant to matters in which they have a material interest. **EFCA** consequently agrees to establish a specific governing Board to oversee the operation of “FIDIC Europe” and to give all Member Associations of **FIDIC** in Europe voting and polling rights on “FIDIC Europe” matters consistent with those contained in the **FIDIC** statutes. This specific governing Board shall comprise of **EFCA** Board members, the **FIDIC** Board Member designated to attend **EFCA** Board meetings as an observer and an elected representative of the “**FIDIC** Europe” members.

4.5 **FIDIC** and **EFCA** agree that it is not appropriate that there be cross membership on each organisation’s Board.

4.6 **FIDIC** is headquartered in Geneva, Switzerland and meets there regularly. It is **FIDIC**’s practice to invite the Regional Chair or President to participate as an observer in **FIDIC** Board meetings, held in the region in which the Board meeting occurs. Consistent with this practice, **FIDIC** will invite the **EFCA** President to attend **FIDIC** Board meetings as an observer at least once per year.

4.7 **EFCA** is headquartered in Brussels, Belgium and meets there regularly. It is **EFCA**’s practice to invite a **FIDIC** Board Member to participate as an observer in **EFCA** Board meetings.
Consistent with this practice, FIDIC will nominate a FIDIC Board Member to attend EFCA Board meetings as an observer.

4.8 These observers shall be provided with Board papers ahead of the meetings to the extent they are not conflicted on matters being considered by the relevant Board.

4.9 Observers are bound to keep Board papers confidential to themselves, except to the extent which may be required by the President of the host organisation.

4.10 Observers should report back to their Board on matters of relevance and interest, except to the extent that they may be required not to do so by the President of the host organisation.

5. Policy Committees

5.1 FIDIC and EFCA establish working committees to help them achieve their goals and support their Member Associations. Both FIDIC and EFCA wish to avoid overlap and inefficiency.

5.2 FIDIC working committees’ primary duty is to serve the best interests of the industry globally. In that context, FIDIC working committees shall take into account the European perspective in their work, with the objective of achieving applicability of the policies or products in Europe.

5.3 EFCA shall ensure that the Terms of Reference (ToR) of its committees and task forces are focused on Europe. EFCA shall communicate the ToR of its committees and task forces as well as the draft ToR of those created after the signature of this Agreement.

5.4 If, because of European interest, EFCA is interested in undertaking work on issues, policies or products which address matters specific to the EU, EFTA, countries engaged in formal negotiations with regards to membership of the European Union or EFTA, and European Union Institutions and for which FIDIC does not have a working committee, FIDIC and EFCA will strive to set up joint undertakings or working committees. In case such joint undertaking or working committee is not set up, EFCA may implement such initiative alone.

5.5 If, because of European interest, EFCA is interested in undertaking work on issues, policies or products which address global issues on issues for which FIDIC does not have a working committee, FIDIC shall establish the working committee.

5.6 FIDIC will invite all Member Associations to nominate experts to its existing and new working committees. As FIDIC’s agent in Europe, EFCA will assist in nominating candidates for FIDIC’s working committees of relevance to its scope. The FIDIC Board in its absolute discretion may appoint candidates to FIDIC Committees. All FIDIC committee members will have equal standing.

5 Including standing or liaison committees and task forces
5.7 **EFCA** shall ensure that its policies and products are consistent and complementary to **FIDIC**’s. If **FIDIC** determines that some of **EFCA**’s policies are not consistent and complementary to its own, it shall discuss the issue with **EFCA** and come to a common understanding.

5.8 Independently of the above, **FIDIC** and **EFCA** will communicate to each other all draft policies and products for comments.

6. **Communication and Coordination**

6.1 **FIDIC** will copy to **EFCA** all its announcements to its Member Associations and **EFCA** will copy to **FIDIC** all its announcements to its Member Associations.

6.2 **FIDIC** and **EFCA** shall duly inform each other in advance of any initiatives which are exclusively for the support of European Member Associations. If any one of them has comments on the other’s planned initiatives, it will submit such comments as soon as possible following receipt of the relevant information. The other party shall consider such comments in the execution of its initiatives.

6.3 Independently of the above, the Chief Executive Officer of **FIDIC** and the Secretary General of **EFCA** shall participate in the other’s meetings of Directors & Secretaries, subject to his/her availability.

6.4 The Chief Executive Officer of **FIDIC** and the Secretary General of **EFCA** shall jointly prepare, for the **EFCA** General Assembly Meeting and the **FIDIC** Board Meeting proximate to the **EFCA** General Assembly Meeting of each year, a concise report on the implementation of this agreement, utilizing the list included in Clause 2.4.

7. **Annual Conference**

7.1 **FIDIC** will manage and lead its global Annual Conference. **EFCA** will do its utmost to promote the conference among its members.

7.2 **EFCA** will manage and lead its European Annual Conference. **FIDIC** will do its utmost to promote the conference among its European members.

7.3 Whenever the global **FIDIC** Annual Conference is held in Europe, **FIDIC** and **EFCA** will use their best endeavours to coordinate their activities, so as not to detract from each other’s events and activities.

7.4 **EFCA** will manage and lead a “**FIDIC** Europe” Regional Infrastructure Conference in those years when the **FIDIC** global Annual Conference is not held in Europe.

8. **Financial Matters**

8.1 It is understood that the co-ordination and representation activities determined as per Clause 2 will be undertaken by the **EFCA** Secretariat, supported by members of the **EFCA**
Board of Directors and members of the working committees and that the required work input by the EFCA staff will be proportionate to their other obligations in EFCA.

8.2 For the required work input by the EFCA Secretariat for general co-ordination of tasks under the title of “FIDIC Europe” a remuneration will be paid by FIDIC to EFCA for each year of this Agreement of 15% of the FIDIC subscription fees paid by those Member Associations in Europe. As has been done since 2013, EFCA will continue to discount the total subscription fees of its Member Associations, paying subscription fees to FIDIC, with the same amount as they have received from FIDIC. The amount will be paid by FIDIC at the end of the quarter in which the subscriptions are received. This payment from FIDIC will need to be re-negotiated if EFCA Member Associations representing more than 20% of the total subscriptions EFCA Member Associations pay to FIDIC are no longer willing to continue their subscriptions to FIDIC.

8.3 For items specifically identified in the Annual Agency Action Plan (AAP) as per 2.3 The Chief Executive Officer of FIDIC and the Secretary General of EFCA shall agree whether each item is included in the annual payment identified in 8.2 or whether an additional fee or commission is required to cover the cost incurred in completing the agreed task.

8.4 FIDIC shall meet any appropriate travelling and accommodation expenses necessary for the training of EFCA staff.

9. Duration

9.1 This Agreement shall come into force on 1 January, 2020 and is concluded for a period of four years. Negotiations for a new agreement between FIDIC and EFCA will take place during the first six months of 2023.

10. Enforcement

10.1 The Chief Executive Officer of FIDIC and the Secretary General of EFCA shall ensure that the provisions of this Agreement are met to the fullest possible degree.

10.2 In the event that either one identifies an action or omission of the other party in relation to the provisions herein, he/she shall immediately bring it to the attention of his/her counterpart in writing; if the issue is not settled to his/her satisfaction within two weeks, the Manager shall bring it to the attention of his/her Presidents. The Presidents shall undertake the prompt resolution of the issue.

10.3 Any differences that cannot be resolved by the Presidents shall be discussed by the EFCA Board and the FIDIC Board in their respective meetings. If the differences remain, EFCA and FIDIC must seek to resolve them within a period of 6 months. After this period, EFCA and FIDIC will call for arbitration.

10.4 No termination of this Agreement is foreseen before the end of its duration.
11. Amendments

Amendments to this Agreement may be made at any time by mutual consent between EFCA and FIDIC.

This Agreement has been approved by the EFCA Board in its 22 November, 2019 meeting and the FIDIC Board in its 5 December, 2019 meeting.

This Agreement was signed on 5 December, 2019 in two original copies.

For FIDIC

William Howard, FIDIC President

For EFCA

Kevin Rudden, EFCA President
<table>
<thead>
<tr>
<th>Country</th>
<th>Joined EU</th>
<th>Joined EFCA</th>
<th>EFCA Status</th>
<th>FIDIC</th>
<th>National Association</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EU Members</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spain</td>
<td>1986</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>TECNIBERIA</td>
</tr>
<tr>
<td>Austria</td>
<td>1995</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>ACA</td>
</tr>
<tr>
<td>Belgium</td>
<td>1958</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>ORI</td>
</tr>
<tr>
<td>Bulgaria</td>
<td>2007</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>BACEA</td>
</tr>
<tr>
<td>Czech Republic</td>
<td>2004</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>CACE</td>
</tr>
<tr>
<td>Denmark</td>
<td>1973</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>F.R.I.</td>
</tr>
<tr>
<td>Finland</td>
<td>1995</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>SKOL</td>
</tr>
<tr>
<td>France</td>
<td>1958</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>CINOV-SYNTES</td>
</tr>
<tr>
<td>Germany</td>
<td>1958</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>VBI</td>
</tr>
<tr>
<td>Greece</td>
<td>1981</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>HELLASCO</td>
</tr>
<tr>
<td>Hungary</td>
<td>2004</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>AHCEA</td>
</tr>
<tr>
<td>Ireland</td>
<td>1973</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>ACEI</td>
</tr>
<tr>
<td>Italy</td>
<td>1958</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>OICE</td>
</tr>
<tr>
<td>Luxembourg</td>
<td>2004</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>OAI</td>
</tr>
<tr>
<td>Netherlands</td>
<td>1958</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>NLingenieurs</td>
</tr>
<tr>
<td>Poland</td>
<td>2004</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>SIDIR</td>
</tr>
<tr>
<td>Portugal</td>
<td>1986</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>APPC</td>
</tr>
<tr>
<td>Romania</td>
<td>2007</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>ARIC</td>
</tr>
<tr>
<td>Slovenia</td>
<td>2004</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>NACES</td>
</tr>
<tr>
<td>Sweden</td>
<td>1995</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>STD</td>
</tr>
<tr>
<td>Cyprus</td>
<td>2004</td>
<td>Non</td>
<td>Full</td>
<td>Full</td>
<td></td>
</tr>
<tr>
<td>United Kingdom</td>
<td>1973</td>
<td>In Discussion</td>
<td>Full</td>
<td>Full</td>
<td>ACE</td>
</tr>
<tr>
<td>Slovakia</td>
<td>2004</td>
<td>In Discussion</td>
<td>Full</td>
<td>Full</td>
<td></td>
</tr>
<tr>
<td>Croatia 1</td>
<td>2013</td>
<td>Non</td>
<td>Full</td>
<td>Full</td>
<td>EAACEC</td>
</tr>
<tr>
<td>Estonia</td>
<td>2004</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td></td>
</tr>
<tr>
<td>Latvia</td>
<td>2004</td>
<td>In Discussion</td>
<td>Full</td>
<td>Full</td>
<td></td>
</tr>
<tr>
<td>Lithuania</td>
<td>2004</td>
<td>In Discussion</td>
<td>Full</td>
<td>Full</td>
<td></td>
</tr>
<tr>
<td><strong>European Free Trade Associations</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Norway</td>
<td>1994</td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>RIF</td>
</tr>
<tr>
<td>Switzerland</td>
<td></td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>USIC</td>
</tr>
<tr>
<td>Iceland</td>
<td></td>
<td>In Discussion</td>
<td>Full</td>
<td>Full</td>
<td></td>
</tr>
<tr>
<td><strong>Candidate Countries</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Montenegro</td>
<td></td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>ACEM</td>
</tr>
<tr>
<td>Serbia</td>
<td></td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>ACES</td>
</tr>
<tr>
<td>Turkey</td>
<td></td>
<td>Full</td>
<td>Full</td>
<td>Full</td>
<td>ATCEA</td>
</tr>
<tr>
<td>Albania 2</td>
<td></td>
<td>Non</td>
<td>Full</td>
<td>Full</td>
<td></td>
</tr>
<tr>
<td>Macedonia</td>
<td></td>
<td>Non</td>
<td>Full</td>
<td>Full</td>
<td></td>
</tr>
<tr>
<td>Bosnia &amp; Herzegovina 2</td>
<td></td>
<td>Non</td>
<td>Full</td>
<td>Full</td>
<td></td>
</tr>
<tr>
<td><strong>Other European Countries - Eligible for Observer Status</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Georgia</td>
<td></td>
<td>In Discussion</td>
<td>Full</td>
<td>Full</td>
<td>AECU</td>
</tr>
<tr>
<td>Moldova</td>
<td></td>
<td>Non</td>
<td>Full</td>
<td>Full</td>
<td></td>
</tr>
<tr>
<td>Russia</td>
<td></td>
<td>In Discussion</td>
<td>Full</td>
<td>Full</td>
<td></td>
</tr>
<tr>
<td>Ukraine</td>
<td></td>
<td>Observer</td>
<td>Full</td>
<td>Full</td>
<td></td>
</tr>
</tbody>
</table>

1 = MA is a chambers which is not eligible for EFCA membership. GAM 2020 will consider this question.
2 = MA expelled over non payment of fees