



International Federation of Consulting Engineers



EUROPEAN FEDERATION OF ENGINEERING CONSULTANCY ASSOCIATIONS

## 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

hereinafter jointly referred to as the parties.

### WHEREAS:

1. **FIDIC**, founded in 1913, and **EFCA**, founded in 1992<sup>1</sup>, 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.

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<sup>1</sup> 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<sup>2</sup> and products<sup>3</sup> for the engineering consulting industry internationally;
- b. promoting<sup>4</sup> 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).

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<sup>2</sup> "Policies" may concern governments & clients (e.g. procurement), member associations (e.g. best practices) and firms (e.g. integrity management)

<sup>3</sup> "Products" includes all deliverables (e.g. contract conditions)

<sup>4</sup> "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 31<sup>st</sup> 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<sup>5</sup>. 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.

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<sup>5</sup> 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**

For **EFCA**



William Howard, **FIDIC** President



Kevin Rudden, **EFCA** President

FIDIC EFCA Membership Listing 2019					
Country	Joined EU	Joined EFCA	EFCA Status	FIDIC	National Association
<b>EU Members</b>					
Spain	1986		Full	Full	TECNIBERIA
Austria	1995		Full	Full	ACA
Belgium	1958		Full	Full	ORI
Bulgaria	2007		Full	Full	BACEA
Czech Republic	2004		Full	Full	CACE
Denmark	1973		Full	Full	F.R.I.
Finland	1995		Full	Full	SKOL
France	1958		Full	Full	CINOV-SYNTEC
Germany	1958		Full	Full	VBI
Greece	1981		Full	Full	HELLASCO
Hungary	2004		Full	Full	AHCEA
Ireland	1973		Full	Full	ACEI
Italy	1958		Full	Full	OICE
Luxembourg	2004		Full	Full	OAI
Netherlands	1958		Full	Full	NLIngenieurs
Poland	2004		Full	Full	SIDIR
Portugal	1986		Full	Full	APPC
Romania	2007		Full	Full	ARIC
Slovenia	2004		Full	Full	NACES
Sweden	1995		Full	Full	STD
Cyprus <sup>1</sup>	2004		Non	Full	
United Kingdom	1973		In Discussion	Full	ACE
Slovakia	2004		In Discussion	Full	
Croatia <sup>1</sup>	2013		Non	Full	
Estonia	2004		Full	Full	EAACEC
Latvia	2004		Full	Full	
Lithuania	2004		In Discussion	Full	
<b>European Free Trade Associations</b>					
Norway	1994		Full	Full	RIF
Switzerland			Full	Full	USIC
Iceland			In Discussion	Full	
<b>Candidate Countries</b>					
Montenegro			Full	Full	ACEM
Serbia			Full	Full	ACES
Turkey			Full	Full	ATCEA
Albania <sup>2</sup>			Non	Full	
Macedonia			Full	Full	
Bosnia & Herzegovina <sup>1</sup>			Non	Full	
<b>Other European Countries - Eligible for Observer Status</b>					
Georgia			In Discussion	Full	
Moldova			Non	Full	
Russia			In Discussion	Full	
Ukraine			Observer	Full	AECU

<sup>1</sup> = MA is a chambers which is not eligible for EFCA membership. GAM 2020 will consider this question.

<sup>2</sup> = MA expelled over non payment of fees