

Co-operation Agreement



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Co-operation Agreement

PARTIES

1. World Federation of Engineering Organisations, WFEO/FMOI, Maison de l'UNESCO, 1 rue Miollis) 75015 Paris; and
2. International Engineering Alliance, Level 3, 50 Customhouse Quay P O Box 12 241 Wellington 6144 New Zealand (IEA).

RECITALS

- A. WFEO and IEA wish to work together to improve the ability and professionalism of professional engineers together with the processes and facilities that will make this possible.
- B. WFEO is an international non-government organization representing the engineering profession worldwide. Founded in 1968 by a group of regional engineering groups, under the auspices of UNESCO, WFEO brings together national engineering institutions from over 90 nations and represents some 20 million engineers. WFEO operates ten Standing Technical Committees on global engineering issues. Mobility of professional engineers is part of WFEO's mission, and WFEO has a policy and several key papers on the issue.
- C. WFEO has a vital role in networking and capacity building but not in accreditation or competence assessment.
- D. The IEA is formed by a group of self-regulating educational accords and professional competence recognition agreements, which provide equivalency for what constitutes an internationally acceptable professional engineering education and professional competence. The educational accords and the exemplar standards apply to qualifications to enter professional practice.
- E. The accords comprise the Washington Accord for professional engineering education, the Sydney accord for engineering technologist education, and the Dublin accord for engineering technician education. The signatories to each accord agree to recognize the equivalence of each other's qualification standards and accreditation procedures (**the Accords**).
- F. The competence agreements set exemplar competency standards for professional engineering (the International Professional Engineers Agreement and the APEC Engineer Agreement), engineering technologist (the International Engineering Technologist Agreement) and engineering technicians (**the Agreements**).
- G. Both the Accords and Agreements have arrangements for mentoring those who wish to become members and those provisional members who wish to develop and upgrade their systems to enable full membership.
- H. IEA has a vital role in the setting of global accreditation and competence assessment standards but is limited in the assistance it can provide to those in the early stages of achieving these standards.

The parties agree as follows:

1. PURPOSE

1.1 WFEO and IEA seek to collaborate and promote accreditation and competence assessment and to build the capacity of national bodies around the world to the point where they can join the Accords and the Agreements.

1.2 WFEO and the IEA agree that the purpose of this agreement is to raise the competence of engineers around the world to ensure the ethical practice of engineering without corruption by:

- (a) raising awareness of the importance of accreditation of engineering qualifications and competence assessment to global standards;
- (b) building political and financial commitment for the development of national engineering accreditation and competence assessment bodies;
- (c) building the capacity of national accreditation and competence assessment agencies and underlying facilities, so that those agencies can be mentored to achieve best global practice by the IEA/WFEO and their members;
- (d) building the capacity of national accreditation and competence assessment bodies to the point where they can join the Accords and Agreements as provisional and eventually full members; and
- (e) seeking partners and resources that will enable the achievement of these aims globally.

1.3 The intended audience for these activities are:

- (a) engineering accreditation and competence assessment bodies, particularly those of WFEO member states that are not part of the IEA;
- (b) WFEO national members, particularly those states that do not have engineering accreditation or competence assessment bodies;
- (c) national governments, particularly those states that do not have engineering accreditation or competence assessment bodies;
- (d) donors and United Nations bodies, including multilateral and bilateral aid donors, foundations and corporates; and
- (e) general members of the public such as website visitors interested in examples of cases for accreditation or competence assessment systems.

OPERATIVE PROVISIONS

2. INTERPRETATION

2.1 Definitions

The following definitions apply in this Agreement.

Confidential Information means any information of a party whether given to or acquired by the other party directly or indirectly before or after the date of this Agreement in any form whatsoever (including, in writing, in machine readable or other tangible form, orally or visually), and includes any information that is by its nature confidential, that is marked confidential or whose confidential nature has been made known by the first party to the second party in writing.

Intellectual Property means all present and future rights conferred by law in or in relation to copyright, trade marks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and confidential information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable that exist or that may come to exist anywhere in the world.

3. PERFORMANCE

3.1 Operation

Each organization will contribute members to a liaison group to manage the general business of the agreement. IEA and WFEO operating groups will meet jointly at least once a year by appropriate means.

3.2 Reporting

The liaison groups will prepare a joint annual report. Project reports will be submitted to the liaison group for attention and transmission to the signatories. The appointed leaders of specific projects will prepare the Project reports.

3.3 Metrics

The parties agree that the following will serve as measurements of performance:

- (a) inclusion of the partnership in WFEO and IEA strategic plans;
- (b) number of requests for help received;
- (c) number of requests accepted;
- (d) effect on IEA and WFEO memberships;
- (e) number of interactions between IEA and WFEO volunteers with the key audiences;
- (f) number of joint fundraising bids submitted; and

- (g) metrics relating to the funded joint project if fundraising is successful e.g.: number of prospective members or enquiries about IEA membership or national developments commenced.

Other metrics may emerge and be agreed as joint work progresses and the effect of the agreement becomes clearer.

3.4 Projects

Specific projects will be pursued from time to time as the need arises. Any agreement to undertake a project will be made by the WFEO Executive Council and its counterpart in IEA.

Indicative work which might be the subject of specific projects includes, but is not limited to:

- (a) advice in the form of briefs or manuals on accreditation and certification processes, requirements for participation and membership of the various accords and forums;
- (b) generic material on jurisdictional accreditation and regulatory institutions;
- (c) generic material on capacity building and education material for the different stages of an engineer's career life cycle; and
- (d) actual capacity building through a project funded by a third party provider.

4. INTELLECTUAL PROPERTY

4.1 No Acquisition of Rights

Each Party acknowledges that it will not acquire any rights in the other Party's Intellectual Property by virtue of entering into or performing its obligations under this Agreement.

4.2 Notification of Infringement

Each Party must notify the other Party immediately upon becoming aware of:

- (a) any actual or suspected infringement of the other Party's Intellectual Property; or
- (b) any third party claim of infringement of their Intellectual Property from the use of the other Party's Intellectual Property.

4.3 Assistance

If requested, each Party must co-operate fully with and provide all reasonable assistance to, the other Party in stopping any infringement or defending a claim.

4.4 Trademarks

Neither Party may use any trademarks, logos, indicia or images of the other party without that Party's consent.

5. FINANCIAL

5.1 Financial obligation

Each signatory will be responsible for its own costs except where funding is found for joint activities. The funding will be distributed according to the specific project.

5.2 Resources

Basic resources of the signatories consist of financial resources derived from grants or the collective members' fees, professional resources are largely derived from the members of the signatories' own members. There is considerable overlap in the participation of staff and engineers of jurisdictional organizations. This means that actual number of possible participant engineers may be significantly less than the perceived number.

6. CONFIDENTIALITY

6.1 Use and disclosure of Confidential Information

Each party (**Recipient**) must:

- (a) keep the other party's (**Discloser's**) Confidential Information confidential and must not without consent of the Discloser disclose such information except as permitted by this clause;
- (b) only use the Discloser's Confidential Information, and ensure that any person to whom it discloses the Discloser's Confidential Information only uses the Discloser's Confidential Information, for the purposes set out in this Agreement and such other purposes as approved in writing by the Discloser; and
- (c) ensure that any person to whom it discloses the Discloser's Confidential Information keeps the Discloser's Confidential Information confidential.

6.2 Exceptions

Clause 6.1 does not apply to information that:

- (a) is created by the parties as a result of this agreement or during its term for the purposes set out in clause 1 of this agreement;
- (b) is in or enters the public domain through no fault of the receiving party or any of its officers, employees or agents;
- (c) is required to be disclosed by law; or
- (d) is or was made available to the receiving party by a person (other than disclosing party) who is not or was not then under an obligation of confidence to disclosing party in relation to that information.

7. TERM AND TERMINATION

7.1 Term

This agreement commences on the date that it has been signed by both parties and will continue for four (4) years unless terminated in accordance with this agreement. The parties may agree to extend this agreement for further terms following mutual agreement in writing.

7.2 Termination

- (a) Either Party may terminate this agreement at any time during the Term by written notice to the other Party if the other Party:
 - (i) fails to carry out any provision of this agreement and the failure is not capable of remedy;
 - (ii) becomes bankrupt, insolvent or subject to any form of insolvency, administration or is wound up; or
 - (iii) ceases to carry on business or organisation activities in the normal course.
- (b) Either Party may immediately terminate this agreement by written notice to the other Party where, in the opinion of the terminating Party the name, goodwill, reputation or interest of the terminating Party is at risk.
- (c) Either party may terminate this agreement by giving six (6) months' notice in writing to the other party.

8. DISPUTE RESOLUTION

The Parties will attempt to resolve any dispute arising out of or in connection with this agreement speedily by negotiation in good faith.

9. GENERAL

9.1 Entire agreement

This agreement contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this agreement and has no further effect.

9.2 Amendment to this agreement

This agreement may only be amended, supplemented, replaced or novated by another document signed by each of the parties.

9.3 Liability for expenses

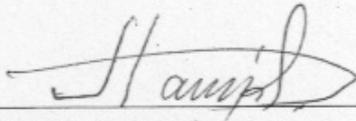
Each party must pay its own expenses incurred in negotiating and executing this agreement.

9.4 Governing law

This agreement is governed by the laws in force in France.

Executed as an agreement.

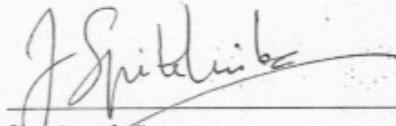
EXECUTED by **WFEO** by its authorised representative in the presence of the witness:



Signature of authorised representative

Marwan Abdelhamid

President of WFEO



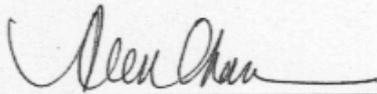
Signature of witness

Jorge Spitalnik

President Elect of WFEO

Date: 2 December 2015

Executed by **IEA** by its authorised representative in the presence of the witness:



Signature of authorised representative

Alex Chan

Deputy Chair of the Governing Group

On behalf of Prof David Holger
Chair of the Governing Group

Date: 2 December 2015

Signature of witness

Seng Chuan TAN

Member of the Governing Group
Chair APEC Engineer

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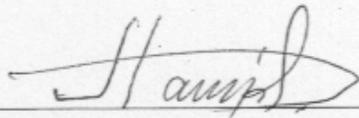
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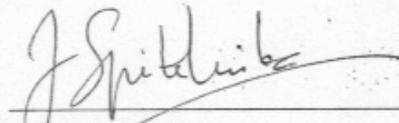
EXECUTED by **WFEO** by its authorised representative in the presence of the witness:



Signature of authorised representative

Marwan Abdelhamid

President of WFEO



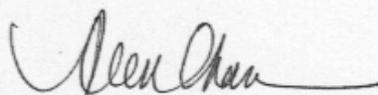
Signature of witness

Jorge Spitalnik

President Elect of WFEO

Date: 2 December 2015

Executed by **IEA** by its authorised representative in the presence of the witness:



Signature of authorised representative

Alex Chan

Deputy Chair of the Governing Group

On behalf of Prof David Holger
Chair of the Governing Group

Date: 2 December 2015

Signature of witness

Seng Chuan TAN

Member of the Governing Group
Chair APEC Engineer