

# INTERNATIONAL ENGINEERING ALLIANCE

## Governance structure and procedures

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## 1. Purpose

The International Engineering Alliance seeks to improve engineering education and competence globally through widening the recognition and uptake of its constituent Accords and Agreements.

## 2. Interpretation

Affiliate	An organisation with interests or responsibilities aligned to the purpose of the International Engineering Alliance but which is not entitled to be a member.
Agreement participant	A signatory or an organisation holding provisional or conditional status in an Accord, or an Authorised, Conditional or Provisional Member of an Agreement. Agreement participants are known as Members of the International Engineering Alliance.
Constituent	A multi-lateral agreement that has been admitted into the International Engineering Alliance.
Governing Group	The decision making body of the International Engineering Alliance, comprising representatives of the constituent multi-lateral agreements.
General Forum	A consultative forum at which all members and affiliates may contribute to developing advice for consideration by the Governing Group.
Member	See 'agreement participant'.
Voting member	An agreement participant that is, at least, either a signatory of an Accord or an Authorised Member of an Agreement.

## 3. Constituents, Members and Affiliates

- 3.1 The Constituents of the International Engineering Alliance are multi-lateral agreements (MLAs) that have goals and objectives aligned with the purpose of the International Engineering Alliance, and whose constitution and mode of operation are regarded by the International Engineering Alliance as similar to those of some or all of other Constituents.
- 3.2 The agreement participants of the Constituents automatically qualify as members of the International Engineering Alliance, and hereinafter the term 'member' shall mean a member of the International Engineering Alliance.
- 3.3 Admission of a new Constituent to the International Engineering Alliance shall require the unanimous agreement of all other Constituents.
- 3.4 Constituents may resign by giving 24 months notice and fulfilling any residual obligations during that period of notice.
- 3.5 If, in the views of all other Constituents, a Constituent fails to meet its obligations, even after receipt of written notice and one year to remedy the issues raised in the notice, the participation of the Constituent in the International Engineering Alliance may be terminated, such termination becoming effective on a date to be decided by the other Constituents.

- 3.6 A resignation, termination or admission of a Constituent, or a change in the agreement participants within a Constituent, shall automatically update the membership of the International Engineering Alliance.
- 3.7 The International Engineering Alliance may recognise an organisation with interests or responsibilities aligned to the purpose of the International Engineering Alliance as an affiliate of the International Engineering Alliance.

#### **4. Governance**

- 4.1 The International Engineering Alliance shall be governed by a Governing Group. Each Constituent shall appoint both a primary and one or more secondary representatives to the Governing Group.
- 4.2 The Governing Group shall either elect a chair from amongst the representatives of the Constituents or may appoint a natural person as an independent chairperson of the International Engineering Alliance.
- 4.3 If an independent chair is appointed, that person shall have no vote, and shall have no role in the activities of any Constituent that would be seen to be materially at odds with the independence of the role of chairperson.
- 4.4 The Governing Group shall meet face to face at least biennially, and at least annually by other meeting means which may include video conference, teleconference, or electronically. Further meetings may be scheduled by agreement of the Constituents.
- 4.5 The Governing Group shall decide how many of the representatives of each Constituent are entitled to attend any particular meeting of the Governing Group.
- 4.6 Each Constituent has one vote in the Governing Group.
- 4.7 Representatives of at least two-thirds of Constituents must be present for a Governing Group meeting to be quorate.
- 4.8 Through their representatives, Constituents are obliged to participate fully in meetings of the Governing Group, having fully prepared, including consulting their own agreement participants.
- 4.9 The costs of Constituent representatives participating in the activities of the Governing Group shall normally be met by the Constituents themselves, or by one or more of the constituent's agreement participants
- 4.10 The Governing Group shall hold at least biennially a General Forum of the International Engineering Alliance in which all members of the International Engineering Alliance are entitled to participate.
- 4.11 Affiliates of the International Engineering Alliance are entitled to participate in any General Forum but may participate in the activities of Constituents only by invitation of the specific Constituent.
- 4.12 By invitation of the Governing Group, visitors may participate in a General Forum.
- 4.13 The Governing Group shall report to each General Forum on its activities.

- 4.14 At each General Forum the Governing Group shall consult and receive feedback on activities of the Governing Group, the secretariat and possible future initiatives.
- 4.15 The General Forum may develop advice for the Governing Group, and in doing so shall endeavour to operate by consensus. Such advice is not binding on the Governing Group.

## **5. Roles of the Governing Group**

- 5.1 The Governing Group shall undertake activities in support of the purpose of the International Engineering Alliance.
- 5.2 The Governing Group shall facilitate consultation to assist the ongoing development of a cohesive framework of good practice exemplars of graduate attributes and competence profiles.
- 5.3 The Governing Group shall develop and maintain a framework of policies on matters which are common to all Constituents. These may include but are not limited to policies for determining hosting rights of meetings, determining reasonable travel and accommodation costs, language of documents, and ensuring safety of participants.
- 5.4 The Governing Group shall maintain a glossary of terms to assist interpretation of this agreement and the MLAs of the Constituents themselves.
- 5.5 The Governing Group shall appoint and supervise the operation of a secretariat which provides services to all Constituent MLAs and the International Engineering Alliance as a whole on an ongoing basis.
- 5.6 The Governing Group shall schedule the programme for the holding of biennial general meetings of Constituents and any associated General Forum in a co-ordinated manner.
- 5.7 The Governing Group shall schedule the programme for the holding of any mid-term meetings of Constituents and any associated General Forum in a co-ordinated manner.
- 5.8 The Governing Group shall decide the dates, host and venue for such co-ordinated meetings, normally at least three years in advance.
- 5.9 The Governing Group shall monitor the organisation of such meetings to ensure appropriate arrangements meeting the needs of all Constituents and members are put in place.
- 5.10 The Governing Group may allocate resources to furthering the purpose of the International Engineering Alliance by activities which may include:
- Promotion to potential Constituents
  - Providing information to other relevant international or national organisations
  - Representation at key international events.

- 5.11 The Governing Group may establish working groups to investigate issues or develop proposals on behalf of the International Engineering Alliance. Such working groups shall operate by consensus.

## **6. Consultation**

- 6.1 Before recommending changes to the Constituents in respect of either the framework of good practice exemplars or the set of policies the Governing Group shall consult on the proposals amongst Constituents and at a General Forum.

## **7. Representation**

- 7.1 Unless the Governing Group otherwise decides, the Governing Group chairperson shall normally be the public representative for the Governing Group, the General Forum and the International Engineering Alliance.

## **8. Provision of secretariat**

- 8.1 In carrying out the secretariat appointment role, the Governing Group shall prepare a scope of services and manage a tender and selection process. That process shall be published as a schedule to this constitution (Schedule 1).
- 8.2 In carrying out the supervision role, the Governing Group shall establish performance indicators, shall obtain regular reports from the provider of the secretariat on its performance against relevant performance indicators, may seek feedback from members of the International Engineering Alliance, and shall actively manage any shortfall in performance.

## **9. Resources**

- 9.1 Members of the International Engineering Alliance are obliged to contribute to the costs of a common secretariat to service all the Constituent MLAs and the Governing Group, and the costs of any independent chairperson.
- 9.2 The Governing Group shall determine principles by which costs are equitably shared amongst the members of the International Engineering Alliance, and paid by annual member contributions. It shall maintain the relevant policy as a Schedule to this constitution (Schedule 2).
- 9.3 The Governing Group shall determine the extent to which the contributions of the members shall exceed the costs of providing the secretariat. In doing so the Governing Group shall take into account:
- The costs of representation and other activities of the Governing Group that cannot reasonably be expected to be met by voluntary contributions from the members.
  - The extent to which one-off fees, such as application fees might contribute to meeting the costs of activities.

- The views of members as presented at a General Forum for which this topic has been notified in advance for discussion.

9.4 The Governing Group may prescribe an annual fee for affiliates.

9.5 Constituents shall use their best endeavours to ensure their agreement participants meet their obligations to contribute to costs.

9.6 Resources held by the International Engineering Alliance shall be lodged with the provider of secretariat services which shall ensure that effective processes meeting good accounting standards are established (as a condition of the service arrangement).

9.7 The provider of secretariat services shall take instruction from the Governing Group on the use of resources.

## **10. Changes to governance structure and Procedures**

10.1 Changes to the Governance Structure and Procedures may only be made by a two-thirds majority vote of the voting members, provided that such decision may not be made until the proposed changes have been publicised to the members of the International Engineering Alliance at least six months in advance, opportunity for feedback has been given at a General Forum, and any submissions received in the six month period and feedback from the General Forum are considered by the Governing Group.

10.2 Changes to the Schedules may be made by two-thirds majority vote of the constituents, provided that such decision may not be made until the proposed changes have been publicised to the members of the International Engineering Alliance at least six months in advance, and any submissions received in the six month period are considered by the Governing Group.

## **11. Winding up**

11.1 The arrangement set out in this “Governance Structure and Procedures” may be terminated if all the Constituents agree, but if the number of Constituents drops below three it shall automatically terminate. Termination will take effect at a date set by the Governing Group, taking into account the need for completing activities in progress and the time necessary for any transition to a new body.

## **12. Transitional arrangement**

12.1 The foundation Constituents of the International Engineering Alliance under this Agreement on 1 July 2014 are the agreements which had formed part of the informal predecessor created in 2008, also named the International Engineering Alliance:

- Washington Accord
- Sydney Accord
- Dublin Accord

- International Professional Engineer Agreement
- APEC Engineer Agreement
- International Engineering Technologist Agreement

12.2 The foundation members of the International Engineering Alliance on 1 July 2014 shall be the agreement participants of the MLAs set out in section 12.1, including all signatories and organisations holding provisional or conditional status in an Accord, and all Authorised Members, Conditional Members and Provisional Members of an Agreement.

# Schedule 1

## Appointment of a provider of secretariat services

- 1.1 The Governing Group shall determine a schedule of services to be provided. The schedule shall comprise six parts:
- Provision of information services including a website
  - Ongoing secretarial services to be provided to support the activities of the Governing Group itself
  - Ongoing secretarial services to be provided to each Constituent for conducting its own activities such as admission, review and termination of agreement participants
  - Any differences (additions or omissions) to the schedule for a particular Constituent
  - Services to be provided to specifically support registration of delegates and logistical operation of biennial general meetings of Constituents (and the International Engineering Alliance as a whole)
  - Services to be provided to specifically support registration of delegates and logistical operation of any mid-term meetings of Constituents (and the International Engineering Alliance as a whole).
- 1.2 The Governing Group shall estimate the time required for supply of secretariat services, and the apportionment of that time between Constituents.
- 1.3 The term of appointment for the provider of secretariat services will normally begin and end at the date of biennial general meetings of the Constituents
- 1.4 The term of appointment is normally for a period of four years, but may be extended by one or two further terms of two years.
- 1.5 At least nine months prior to the end of the term of the appointment the Governing Group shall assess the need to call for proposals for the supply of secretariat services, or whether the arrangement with the existing provider may be renewed for a further two year period. Prior to making a decision to extend an existing arrangement the Governing Group must prepare a report on the performance of the provider of secretariat services and provide this to the General Forum for comment.
- 1.6 If the Governing Group decides to extend the existing arrangement, the Governing Group and the provider of secretariat services shall negotiate a price for the further two year period. In the event that no price can be agreed or the provider is unwilling to continue, the appointment will terminate at the end of the existing term.
- 1.7 If necessary, the Governing Group shall call for proposals. The existing provider of Secretariat Services may submit a proposal. Proposals shall normally close six months before the biennial general meetings at which the present term of appointment of the provider ends, and must follow a format prescribed by the Governing Group.

- 1.8 The Governing Group shall appoint a Selection Committee of no more than 6 persons. Members of the Governing Group may be appointed to this Committee, with the balance (if any) being drawn from the agreement participants of the Constituent MLAs. One Selection Committee member shall be appointed by the Governing Group as the committee's chair. The committee must be broadly representative of the Constituents (taken as a whole), must not contain any person with an actual or perceived conflict of interest in regard to any organisation tendering for the provision of secretariat services, and may include more than one person from a particular agreement participant (signatory and/or Authorised Member) only if it is not practicable to attain the skills required within the Committee in any other way.
- 1.9 The Selection Committee will evaluate proposals received for the provision of the secretariat services and recommend one provider to the Governing Group for appointment to the role. For each proposer the evaluation will take into account the closeness of the affiliation of the proposer with one or more agreement participants, the quality of the proposed service, the price (which may, by agreement, differ from year to year), and the means proposed to ensure ongoing good service in the event of unforeseen circumstances.
- 1.10 At least three months prior to the date at which a new term of appointment is to commence the Governing Group must consider the recommendations of the Selection Committee, and appoint a provider of secretariat services.
- 1.11 The terms of engagement with the provider of secretariat services shall be set out in a letter of appointment from the Governing Group stating the annual fee payable (which may, by agreement, be different in succeeding years), and a written reply agreeing to accept the terms and conditions of the offer.
- 1.12 The Governing Group shall annually review performance of the provider of secretariat services. If, in the opinion of the Governing Group there is a significant service shortfall, the provider shall be given one year to demonstrate the necessary improvements have been made.
- 1.13 In the event that the Governing Group, is not satisfied that sufficiently good service is being provided, after one written warning and the allowed period of one year for remedy, it shall give notice to the provider of termination and instigate under urgency a Request for Proposals to select a new provider. In doing so, it shall follow the provisions set out in this schedule as closely as is possible in the circumstances. The notice period must be no shorter than six months, but may be longer if in the opinion of the Governing Group more time is required to appoint a replacement provider.
- 1.14 In the event that an MLA enters the International Engineering Alliance at a date that is within the term for the provision of secretariat services, or a Constituent resigns or is terminated within the term the Governing Group shall determine a fair change in price to be paid to the provider of secretariat services for the difference in anticipated workload.
- A guiding principle in determining this price shall be that the ratio of total annual price to estimated total hours of work shall remain approximately constant. The proposed price variation shall be disclosed to the provider of secretariat services at least six months prior to the date at which the variation should commence, and the provider shall have one month to make a submission on the proposal. Both that submission and the proposed price shall be considered by the Governing Group,

who shall make a decision binding on all Constituents and their agreement participants having obligations under this agreement at least three months prior to the date at which the variation will commence. Changes to workload resulting from significant changes to the schedule of services shall be handled in the same way.

- 1.15 A condition of appointment shall be that in the event that the provider of secretariat services is not reappointed, that provider, for no further fee, will be required to support the newly appointed provider of secretariat services for a period of up to three months following the end of the term, by completing tasks that are specific to the term of appointment of the outgoing provider and the incoming provider could not reasonably be expected to have the knowledge to undertake, and by providing advice and assistance to ensure an orderly transition.

# SCHEDULE 2

## Costs and payment of contributions

1.1 The means to assess the obligations to contribute to costs of providing secretariat services are determined from the following principles:

- All members and affiliates of the International Engineering Alliance shall pay equitably towards the overhead cost of the secretariat administering Governing Group and General Forum activities
- The agreement participants associated with each Constituent shall additionally be allocated costs arising from the activities of that Constituent, with the estimated number of hours required annually being the relevant index for proportioning the cost
- Within each MLA, the costs will be allocated amongst the agreement participants according to 50% being equally shared, and 50% being shared in proportion to the relative size of the activity within the agreement participants (indexed to number of registrants or numbers of accredited/recognised programmes).

Number of Active Accredited Programmes	Programme Units	Number of Registrants	Registrant Units
Up to 50	1	0 - 1000	1
51 – 100	2	1001 - 2500	2
101 - 300	3	2501 - 7500	3
301 - 600	4	7501 - 15000	4
601 - 2000	5	15001 - 50000	5
2001 +	6	50001 +	6

- Taken across all MLAs of which it is a Constituent, no member of the International Engineering Alliance shall be obliged to meet more than 20% of the total cost.

1.2 Applicants for admission to any Constituent MLA will be expected to pay an application fee determined by the Governing Group to cover the cost of providing the services needed to facilitate the assessment of the application. Application fees shall be held by the provider of secretariat services for purposes deemed appropriate by the Governing Group.

1.3 The financial year shall end on 30 June unless otherwise decided.

1.4 The currency used for the purposes of making contributions to costs shall be the local currency of the provider. However, for comparative purposes, the costs in Euros must also be presented.

1.5 The provider of secretariat services shall be responsible for meeting any taxes or other fees that may be required to meet legal requirements and compliance obligations within the jurisdiction in which the provider operates.

- 1.6 The fees to be paid by members and affiliates of the International Engineering Alliance shall be determined annually.
- 1.7 At the commencement of each financial year the provider of secretariat services shall invoice all members of the International Engineering Alliance having financial obligations for payment of their contribution. Payment shall be due within three months of the date of issue of the invoice.
- 1.8 If payment is not received by the due date, the provider of secretarial services shall send a reminder invoice to the member and shall notify the Chair and Deputy Chair of the relevant Constituent MLAs of this fact. If payment is not received within six months of the date of issue of the invoice, the provider of secretarial services shall report such matter to the Chair and Deputy Chair of the relevant Constituent MLAs and shall send a second reminder to the member, together with a letter from the relevant Chair(s), indicating the consequence of non-payment. A final reminder shall be sent by the provider of secretarial services three months prior to the end of the financial year.
- 1.9 In the event of non-payment by the end of a financial year, the defaulting member shall be removed from all relevant MLAs unless the Governing Group, in consultation with the Committee of the Constituent, accept that there are exceptional circumstances giving rise to the non-payment. In such circumstances the Governing Group may grant a reasonable time within which to make payment. If payment is not received within this period, the member shall be removed from all relevant MLAs.
- 1.10 Reinstatement of a member of International Engineering Alliance, removed from an MLA for non-payment will require the former member to pay any outstanding fees, pay any relevant application fee for each MLA and complete the admission requirements for that MLA.