



Fédération Internationale des Ingénieurs-Conseils
International Federation of Consulting Engineers
Internationale Vereinigung Beratender Ingenieure
Federación Internacional de Ingenieros Consultores

Model

Representative Agreement

AGREEMENT
PARTICULAR CONDITIONS
GENERAL CONDITIONS
NOTES FOR GUIDANCE

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PARTICULAR CONDITIONS

GENERAL CONDITIONS

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Model REPRESENTATIVE AGREEMENT

First Edition, 2013

FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS
INTERNATIONAL FEDERATION OF CONSULTING ENGINEERS
INTERNATIONALE VEREINIGUNG BERATENDER INGENIEURE
FEDERACION INTERNACIONAL DE INGENIEROS CONSULTORES



FOREWORD

The terms of the Model Representative Agreement ('The Purple Book') have been prepared by the Fédération Internationale des Ingénieur-Conseils (FIDIC) and are intended for Consultants wishing to enter into a contract with a Representative for the provision of Representative Services.

The version in English is considered by FIDIC as the official and authentic text for the purpose of translation.

Following the Agreement, the clauses of general application have been grouped together in this document and are referred to as General Conditions. They are intended for incorporation as printed in the documents comprising the Agreement.

The General Conditions are linked with data given in the Particular Conditions, identified by the corresponding numbering of the clauses, and Appendices, so that General Conditions and Particular Conditions (with Appendices) together comprise the conditions governing the rights and obligations of the Parties. Given as Appendices to the Particular Conditions are a Consultant's Integrity Policy Statement and a reference to the Consultant's Code of Conduct. If appropriate, the FIDIC model Code of Conduct (given in Annex 1 to Appendix 4) can be used without modification, to serve as the Consultant's Code of Conduct.

Notes for Guidance are provided with this publication, to provide commentary and background information for the information and guidance of the user. However, the Notes for Guidance do not form part of the Agreement, and should not be included in any formal Agreement that is based on the Model Representative Agreement.

Specific mention is made of FIDIC's Client/Consultant Model Services Agreement, 4th Ed 2006, Joint Venture Agreement, 1st Ed 1992, and Sub-Consultancy Agreement, 1st Ed 1992 which, together with this Model Representative Agreement, form FIDIC's collection of agreements for consulting services.

It is also recommended that users refer to other relevant FIDIC publications, which can be found in the Bookshop of FIDIC's website at www.fidic.org. Documents that describe the original FIDIC Business Integrity Management System (BIMS) and the new FIDIC Integrity Management System (FIMS) are especially relevant.

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NOTES FOR GUIDANCE I

AGREEMENT

This Agreement dated this _____
 day of _____
 between _____
 of _____
 (name and address of Consultant)
 hereinafter known as the 'Consultant',

and _____
 of _____
 (name and address of company or Representative)

an entity incorporated under the laws of _____
 (country)

If the Representative (hereinafter referred to as the 'Representative')
 is an individual, or acting as a sole proprietor state accordingly _____
 (Individual/Sole proprietor)

hereinafter collectively referred to as 'Parties' and individually as a 'Party'.

WHEREAS, the Consultant provides engineering, procurement, project and construction management and associated services; and

WHEREAS, the Consultant wishes to establish
 a relationship with the Representative for the purpose of _____

WHEREAS, the Representative is in the position to facilitate . . . _____

WHEREAS, the Parties wish to record the terms and conditions of their relationship;

NOW THEREFORE THIS AGREEMENT TESTIFIES THAT, in consideration of the mutual covenants and agreements set forth in documents forming this Agreement, namely:

- (a) the Agreement;
- (b) General Conditions;
- (c) Particular Conditions;
- (d) Appendices to the Particular Conditions, namely:
 Appendix 1 (Scope of Representative Services),
 Appendix 2 (Basis for Remuneration),
 Appendix 3 (Consultant's Integrity Policy Statement),
 Appendix 4 (Consultant's Code of Conduct),

the Parties covenant and agree as follows:

The Representative shall be the Consultant's
 Representative for the Projects for a term in years of: _____
 commencing this _____
 day of _____

The term shall be renewable upon mutual agreement of the Parties. The term shall expire if this Agreement is terminated in accordance with Clause 9.1 of the General Conditions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorised officers and their corporate seals to be hereunto affixed.

SIGNED BY THE CONSULTANT:
 Signature _____
 Name _____
 Title _____
 Date _____
 Seal _____

SIGNED BY THE REPRESENTATIVE:
 Signature _____
 Name _____
 Title _____
 Date _____
 Seal _____

PARTICULAR CONDITIONS

A References from Clauses in the General Conditions

6.4	Rate of compensation for late payment	_____
10.1	Consultant's contact details	_____
	Address	_____

	Email	_____
	Telephone number	_____
	Fax number	_____
	Attention	_____
	Name	_____
	Position	_____
10.1	Representative's contact details	_____
	Address	_____

	Email	_____
	Telephone number	_____
	Fax number	_____
	Attention	_____
	Name	_____
	Position	_____
10.1	Agreed methods of electronic transmission	_____
13.1	Consultant's home base country	_____
15.2	I confirm that I have read Appendix 3 (Consultant's Integrity Policy Statement) and Appendix 4 (Consultant's Code of Conduct) and will comply with all aspects of these documents that are pertinent to the provision of Representative Services under this Agreement.	
	Signed	_____
	Date	_____
	Name	_____
	Title	_____

B Additional Clauses

In this section, the Parties are to include any variations, omissions and additions to the General Conditions.

C Scope of Representative Services (Appendix 1)

See Appendix 1 (Scope of Representative Services)

The Parties are to include in Appendix 1 any variations, omissions and additions to Normal Representative Services and Project-Specific Representative Services (Sections A and B) and to include any Additional Representative Services (Section C).

D Basis for Remuneration (Appendix 2)

See Appendix 2 (Basis for Remuneration)

The Parties are to complete Appendix 2 and include any variations, omissions and additions.

E Consultant's Integrity Policy Statement (Appendix 3)

In this section, the Parties are to either indicate inclusion of the Consultant's Integrity Policy Statement given in Appendix 3 (Consultant's Integrity Policy Statement), including any variations, omissions and additions, or include the Consultant's own Integrity Policy Statement.

F Consultant's Code of Conduct (Appendix 4).

In this section, the Parties are to either indicate inclusion in this section of the FIDIC model Code of Conduct given in Annex 1 to Appendix 4 (Consultant's Code of Conduct) or include the Consultant's own Code of Conduct.