



Agreement Establishing

EUROPEAN GROUP OF SURVEYORS

1. Title

The name of the Group shall be **European Group of Surveyors**, referred to as "the Group".

2. Definition of the Surveying Function

2.1 The Definition of the surveying function incorporates:

- a. Property valuation
- b. Measurement of buildings and structures
- c. Structural deformation measurement and analysis
- d. Project management
- e. Pathology and identification of defects and design solution to remedy such defects to buildings and structures
- f. Appraisal of economics
- g. Quantification and procurement for the development of buildings and structures
- h. Development of reduction in environmental impact of buildings and structures
- i. Dimensional measurement in industry
- j. Hydrographical measurement
- k. Navigation
- l. Vehicle Tracking
- m. Spatial (Geographic, Urban, Land) information systems and cartography

3. Official Address

The official address of the Group is rue du Nord, 76, B-1040 Brussels or such other office as the Members of the Group may decide to occupy in Brussels.

4. Objects

The objects of the Group shall be:

- a. to create, promote and develop systems of mutual recognition of surveyors qualifications between the Members and Associate Members and Observers;
- b. to facilitate the free movement of professionally qualified surveyors throughout Europe;
- c. to promote the development of common curricula for the education and training of surveyors across Europe so as to harmonise educational methods as far as practical;
- d. to encourage the development of high standards of professionalism in surveying throughout Europe;
- e. to promote the services of all the Members and Associate Members of the Group;

- f. to develop and encourage dialogue between the surveying professions as represented by Members and Associate Members and the institutions of the European Union;
- g. to be well informed on issues of importance to the surveying professions:
- h. to represent the interests of Members and Associate Members in relation to the policies of the European Union.
- i. to do all such other things as may be necessary to achieve its objects.
- j. to educate surveyors to meet the requirements in the public and private sectors
- k. to provide continued professional Development (CPD) and life long learning for surveyors
- l. to obtain sponsorship from trade organisations in order to promote the members and Associate Members and the Institutions of the European Union.

5. Qualifications

5.1 The qualifications required for the surveying professions are established in Article 11 of the EU Directive 36/2005 and are set out for professional qualifications under the following levels:

- (a) an attestation of competence issued by a competent authority in the home Member State designated pursuant to legislative, regulatory or administrative provisions of that Member State, on the basis of:
 - i) either a training course not forming part of a certificate or diploma within the meaning of points (b), (c), (d) or (e), or a specific examination without prior training, or full time pursuit of the profession in a member State for three full consecutive years or for an equivalent duration on a part time basis during the previous 10 years.
 - ii) or generally primary or secondary education, attesting that the holder has acquired general knowledge;
- (b) a certificate attesting to a successful completion of a secondary course,
 - i) either in general character, supplemented by a course of study or professional training other than those referred to in point "c" and/or by probationary or professional practice required in addition to that course,
 - ii) or technical or professional in character, supplemented where appropriate by a course of study or professional training as referred to in point (i), and/or by professional probationary or professional practice in addition to that course;
- (c) a diploma certifying successful completion of
 - i) either training at post secondary level other than that referred to in points (d) and (e) of a duration of at least one year or of an equivalent duration on a part time basis, one of the conditions of entry of which is, as a general rule, the successful completion of the secondary course required to obtain entry to university or higher education or the completion of equivalent school education of the secondary level, as well as the professional training which may be required in addition to that post-secondary course; or
 - ii) in the case of a regulated profession, training with a special structure, included in Annex II, equivalent to the level of training provided for under (i), which provides a comparable professional standard and which prepares the trainee for a comparable level of responsibilities and functions. The list in Annex II may be amended in accordance with the procedure referred to in Article 58(2) in order to take account of training, which meets the requirements provided for in the previous sentence;
- (d) a diploma certifying successful completion of
 - training at post-secondary level of at least three years and not more than four years duration, or of an equivalent duration on a part-time basis, at university or establishment of

higher education or another establishment providing the same level of training, as well as the professional training which may be required in addition to that post-secondary course;

(e) a diploma certifying that the holder has successfully completed

a post-secondary course of at least four years' duration, or of an equivalent duration on a part-time basis, at a university or establishment of higher education or equivalent level and, where appropriate, that he or she has successfully completed professional training required in addition to the post secondary course.

5.2 Equal treatment of qualifications

The equal treatment of qualifications is set out under Article 12 .

5.3 Conditions of recognition

The conditions of recognition of qualifications are set out in Article 13.

6. Members

6.1 The organisation name, permanent address or registered office and place of registration where appropriate of each Member of the Group is as shown in Schedule 1 of this agreement.

6.2 Professional surveying organisations established in a country of the European Union, which accept the terms of this agreement, may be admitted provided that 75% of the Group present vote in favour at which the proposal is presented.

7. Associate Member, Corporate Member, Academic Member and Observer.

The definition of an Associate Member is a European organisation that meets the standards set within this constitution, but who have not yet signed up to the European Union Constitution.

The definition of an Academic Member is an officially recognised authority that provides Higher Education and research in disciplines related to the surveying professions.

The definition of an Observer is an organisation that meet the standard set within this constitution, but who are outside the boundary of the European Union.

The definition of a Corporate Member is a Trade Association of legal standing within their country or individuals who wish to sponsor the activities of EGoS.

7.1 The Members of the Group may resolve to admit, as Associate Members, professional surveying organisations established in a European country outside the European Union who accept the terms of this agreement. Associate Members may be admitted to the Group provided that 75% of the Group present vote in favour at which the proposal is presented.

7.2 Associate Members shall have all the rights and obligations enjoyed by Members save that they shall not be entitled to vote at meetings of Members. Representatives of Associate Members may stand for election for the posts of Vice-President or Secretary. An Associate Member will automatically become a full member when their country of registration becomes a member of the European Union.

7.3 The organisation name, permanent address or registered office and place of registration where appropriate of each Associate Member of the Group is as shown in Schedule 2 of this agreement.

7.4 The Members may resolve to admit Observers, which support the objects of the Group. Observers may participate in the meetings, may be co-opted onto working parties and may participate in any training schemes. Observers will have no vote at meetings. The fee for Observers' attendance shall be set periodically by the Members. The Members may resolve to exclude Observers from meetings.

7.5 The organisation name, permanent address or registered office and place of registration where appropriate of each Observer of the Group is as shown in Schedule 3 of this agreement.

7.6 The Members may resolve to admit Academic Members, which support the objects of the Group. Academic Members may participate in the meetings, may be co-opted onto working parties and may

participate in any training schemes. Academic Members will have no vote at meetings. The fee for Academic Members for attendance shall be set periodically by the Members. The Members may resolve to exclude Academic Members from meetings.

7.7 The organisation name, permanent address or registered office and place of registration where appropriate of each Academic Member of the Group is as shown in Schedule 4 of this agreement.

7.8 The Members may resolve to admit Corporate Members, which support the objects of the Group. Corporate Members may participate in the meetings, may be co-opted onto working parties and may participate in any training schemes. Corporate Members will have no vote at meetings. The fee for Corporate Members attendance shall be set periodically by the Members. The Members may resolve to exclude Corporate Members from meetings.

7.9 The organisation name, permanent address or registered office and place of registration where appropriate of each Corporate Member of the Group is as shown in Schedule 5 of this agreement.

8. Business of the Group

8.1 General meetings

General meetings of Members shall take place at least twice every year, once in the first half and one in the second half of the calendar year. At least four weeks notice of the date of the meeting and the agenda shall be given to all Members, Associate Members and Observers.

8.2 Extra Ordinary meetings

Extra Ordinary meetings (EGM) may take place for matters requiring urgent attention. They may be instigated by the Members only by written approval of 51% of the voting members.

8.3 Representation

Member organisations shall designate one representative for each meeting who shall vote on behalf of the Member. In addition, other representatives of each Member, and representatives of Associate and Observer Members may attend but shall have no vote. The Secretary-General shall also attend but shall not normally vote unless he or she is also representing a Member organisation where upon he or she will have a right to vote.

Academic Members shall designate one representative for each meeting who shall have no vote.

Corporate Members may be invited to attend the Members meeting, but do not have an automatic right to attend. They have no vote.

8.4 Quorum

The quorum for a meeting shall comprise one third of the voting Members (rounded up to the nearest whole number) plus the President or his or her approved representative normally being a Vice President.

8.5 Proxy votes

Where a Member is unable to have a representative at the meeting in person they may appoint a proxy or the President to vote on their behalf. Where a proxy vote is received by the President it shall be received in writing.

8.6 Voting

The number of votes for each Member shall be one vote for one Country who is qualified to the level of three years post-secondary education and training or above. When voting in a Presidential election, a Member's vote may only be cast for one candidate nominated. Where Vice Presidents are nominated for election each Member shall have a separate vote and this may only be cast for one candidate nominated for each of first and Second Vice President. Except as provided under this agreement, all decisions of the meeting shall be by simple majority vote of those present and voting.

8.7 No quorum

In the event of there being no quorum, the meeting may continue but decisions taken will be regarded as being advisory. Notice of all advisory decisions taken will be circulated by the Secretariat to all Members, Associate and Observer Members of the Group by Email or Fax where available or otherwise by post within 14 days of the meeting and members may object to any of the decisions taken within 28 days of the meeting. If the total number of votes cast against the decision either at the meeting in person, or by proxy, or by Members notifying the Secretariat by post or fax that they object to the decision within 28 days, is less than that number of votes required in order to reject a proposal at a meeting of Members, then the decision will be regarded as if it had been passed by a quorate meeting. Members must acknowledge receipt of information. The Secretariat must circulate the result within 7 days of end of 28 days.

8.8 Presidency

The Group shall have three principal officers:

President and 2 Vice-Presidents.

These officers shall serve in their post for three years. In the event of a vacancy of the Presidency a Vice-President shall fill the position. An election shall then be held as soon as possible. A President may be re-elected for two consecutive periods where upon on completion of 6 years term they will stand-down. A person having been the President for a consecutive period of 6 years may not be nominated for Presidency until a further total period of three years has lapsed

A meeting of members may terminate the appointment of a President or Vice-President if he acts in a manner contrary to the interests of the Group.

8.9 Election of the Presidency

Elections for the President and Vice-Presidents shall be held at the Spring General meeting 2009 of Members and thereafter every three years at the Spring General meeting of Members. In the event of a vacancy for President or Vice-President, elections will take place at the next available meeting of the group. The Nominee must agree with the nomination. Nominations may be made by any Member, which may nominate their own officers or those of other Members. Nominations must be received in writing by the Secretary-General at least 42 days before the meeting at which the election will take place. Candidates may submit with their nomination a short (maximum one page) statement or manifesto on the policies they would wish to promote. These will be circulated to all member organisations at least 28 days before the meeting at which the election is to take place. There shall not be a President and Vice-President from the same member organisation. In the event of the number of votes being cast being equal for three or more candidates, the candidate with the lowest number of votes will drop out of the election, and there shall be another ballot. The newly elected principal officers will take-up their posts on the day following the election.

8.10 Executive Committee

The Executive Committee shall comprise the President, and the Vice-Presidents. Other members may be co-opted onto the Executive Committee. They shall be empowered to take all decisions on behalf of the Group between meetings of the Members and shall be responsible to the Members for their decisions. The Executive Committee shall meet at times and places of its own choosing and shall determine its agenda and actions. The Secretary-General and Honorary Treasurer shall attend meetings of the Executive Committee. Members of the Executive Committee shall have the power to represent the Group.

9. Secretariat and Honorary Treasurer

9.1 The Members shall appoint a person as Secretary-General and Honorary Treasurer to act as Secretariat and control the finances of the Group for a period and upon such terms as shall be agreed. In the event that the Secretariat or Treasurer is not based in Belgium, the Group will, in addition to Belgium, be registered in the Member State where the Secretariat has its principal office.

9.2 The appointment or re-appointment of the Secretariat or Honorary Treasurer shall be decided by a 75% of Members present and voting at the meeting at which the appointment is proposed.

9.3 The duties of the Secretariat shall be:

- a. to carry out the decisions of the meetings of the Members;
- b. to take the minutes of the meetings and circulate them to the Members, Associate Members, Academic Members and Observers;
- c. to maintain full accounts as required by the Group and to submit a detailed financial report every six months for the approval of the Members, Associate Members and Academic Members;
- d. to actively promote the objects of the Group and its Members;
- e. to attend to all the requirements imposed by law on a manager of the Group;
- f. to carry out the decisions of the Group.
- g. to afford such other assistance to Members, Associate, Academic and Observer Members as is reasonable and compatible with the objects and decisions of the Group;
- h. to promote the Group as a leading European organisation representing Surveyors.

9.4 The Secretary-General and Secretariat may terminate their appointment by serving on the Members, Associate Members and Observers at least six months written notice to that effect expiring at the end of a half-year.

9.5 The appointment of the Secretariat may be terminated by the Group if the Secretariat fails to carry out its duties under Article 7.3 or otherwise act in a manner contrary to the terms of their appointment;

9.6 Termination shall be effected by a 75% qualified majority of those present and voting at the meeting of Members at which the termination is proposed.

10. Financial arrangements

10.1 Each Member, Associate Member, Observer and Academic Members shall pay an annually subscription of a sum to be agreed by the Group, which may be changed by a meeting of the Members called in accordance with these rules.

10.2 Amounts due to the Group are to be paid bi annually in equal instalments.

10.3 Corporate Members shall pay an annual subscription of a sum to be agreed by the group, which may change by a meeting of the Group.

10.4 The Members shall agree a budget half-yearly in advance in respect of the operating expenses of the Group. The fees and expenses of the Secretariat incurred legitimately on behalf of the Group shall be regarded as the expenses of the Group. The Group shall be non-profit making.

10.5 If in any half-yearly accounting period the fees payable to the Group exceed the operating expenses of the Group, the Members may decide to retain the surplus against future expenditure in respect of the Group. Any surplus not retained shall be distributed as a dividend to the Members and Associate Members registrations in proportion to the number issued.

10.6 If in any half-yearly accounting period the fees payable to the Group are less than the operating expenses of the Group, such a loss will be made up by the Members and Associate Members in proportion to the total number of individuals who are in grades of membership qualified to the level of three years post-secondary education and training in the Member and Associate Member organisations. A maximum fee may be set.

10.7 The Members, Associate Members and Observers may decide to contribute to the cost of travel to and from meetings for smaller organisations wishing to attend General meetings.

10.8 Expenses for travelling and for hotels will be paid to Officers and Secretariat of EGoS when attending meetings on behalf of the organisation. A claim must be supported with receipts before payment is issued.

10.9 The accounts of the Group shall be expressed in Euros and in the working currency in which the Treasurer resides.

11. Duties of Members, Associate Members, Academic Members and Corporate Members.

11.1 Each Member, Associate Member and Academic Member shall use its best endeavours:

- a. to promote the activities and objects of the Group within their own country;
- b. to promote mutual recognition of qualifications to their own membership wherever appropriate;
- c. to encourage the development of higher standards of education and training in surveying through their own national activities and through their own membership of the Group.
- d. where it is within their power to do so to recognise fully individuals from other member states holding an equivalent qualification and accord the same rights and privileges as are available to the individual from their own country with qualifications of the same level.
- e. where it is not possible to recognise fully the qualification of an individual because of national laws on recognition of qualifications, to afford the individual every assistance in obtaining recognition of his or her qualifications, and to report the difficulties to the Secretariat which will take the matter up with the European Commission if appropriate.
- f. to actively work with other Members, Associate Members and Observers and Academic Members of the Group to encourage a closer dialogue with national governments and the institutions of the European Union

11.2 Corporate members shall use their best endeavours to:

- a. Promote the services of the group.
- b. Produce promotional material that is acceptable to the group before publicity.
- c. Submit material that is being used to promote the group for approval.

11.3 Meetings of Members may decide on common promotional or other materials to be used or actions to be followed by Members, Associate Members and Academic members in carrying out their duties under Article 11.1.

12. Termination of membership

12.1 A Member or Associate Member or Observer may resign from the Group by serving on the Secretariat at least three months written notice to that effect.

12.2 A Member, Associate Member or Observer may be expelled from the Group if it:

- a. fails to carry out its duties under Article 11.1; and
- b. fails, and continues to fail for a period of 28 days after a written warning to that effect has been served upon it, properly to account to the Group for the fees agreed in Article 10.1.

12.3 Expulsion shall be effected by a 75% of those Members present and voting at the meeting at which the expulsion is proposed. The Member who is threatened with expulsion shall be served with a notice and shall have the right to address the meeting and to argue their defence. Representations may also be received in writing. At the meeting the Member shall not be entitled to vote on the motion for expulsion, nor shall they count towards the quorum.

12.4 A Corporate Member may resign from the group by serving on the secretariat one month written notice.

12.5 A Corporate member may be expelled from advertising or supporting the group if it:

- a. Fails to carry out its duties under article 11.2 and
- b. Fails and continues to fail for a period of 28 days after written warning to that effect has been served upon it, properly to account to the Group for the fees agreed in Article 10.3.

13. Winding-up

13.1 The Group may be wound-up by 75% of those Members present and voting at the meeting at which the Members agree to the winding-up procedure. Thirteen weeks notice of such a resolution shall be given to all Members.

13.2 In the event of there being any surplus cash in the accounts and after the payment of all creditors and liabilities of the Group, such surplus shall be divided amongst the organisations who were Members, Associate Members Observers and Academic Members of the Group at the date of the winding-up resolution in proportion to the fee contributions agreed in Article 10.5.

14. Arbitration

In the event of a dispute between Members, Associate Members Observers and Academic Members arising out of the operation of this agreement the disputing parties may agree to binding arbitration. The arbitration panel shall consist of the President of the Group (who shall act as chairman of the arbitration panel) and between one and three other Members, not parties to the dispute, chosen by the meeting of Members. The panel shall meet within 28 days of its appointment and its decision shall be final.

15. Changes in the Agreement

Changes in this Agreement may be made at a meeting at a General Assembly. Changes to this Agreement may be made by a 75% of those Members present and qualified to vote.

16. Governing Law

This agreement is made under English Law.

Done at Brussels 9th October 2010

SIGNED

DATE.....

NAME:

PRESIDENT OF EGOS

SIGNED.....

NAME:.....

PRESIDENT

INSERT FULL NAME AND ADDRESS OF ORGANISATION:

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.....

.....

SIGNED.....

NAME: **MALCOLM LELLIOTT**

SECRETARY GENERAL OF EGOS

rue du Nord, 76 Noordstraat

B-1000 Brussels