



**CFPAEUROPE**<sup>®</sup>

Fire Safety | Security | Natural Hazards

# STATUTES

(Revised 2023)

# Article 1

The Confederation of Fire Protection Associations Europe (CFPA Europe) is an association of national organisations concerned primarily with fire prevention & protection and health and safety, security and risks from environmental and other natural hazards.

The Confederation shall be governed by its Statutes and Regulations, which are subject to Swiss Law.

The domicile of the Confederation shall be in the Canton of Zurich.

Its Head Office shall be in the office of the Chair for the time being.

# Article 2

## Objectives

The objectives of CFPA Europe are principally concerned with the advancement of knowledge and understanding of matters relating to fire science, fire prevention & protection, health and safety, security and risks from environmental and other natural hazards and include the following:

- 2.1 To encourage the exchange of information between members on these subjects to do with the protection of life and property.
- 2.2 To facilitate cooperation between members for undertaking joint programs and carrying out activities decided on by the General Assembly.
- 2.3 To act as a spokesman with respect to European Organisations whose duties involve dealing with these subjects. To promote the European perspective on these subjects on a worldwide basis and facilitate the exchange of information and views with other international organisations. Activities of CFPA Europe must not compete with those of its members.
- 2.4 To foster the development of new organisations dealing with these subjects.

# Article 3

## Membership

Membership Categories	
1) European Members	
Members have to be located in the European continent.	
Voting Members	Nonvoting Members with advisory status
Members A1	Members A2
	Members B1
	Members B2
2) Non-European Members	
Members are located outside the European continent.	
	Members GM

### 3.1 Membership Requirements for all Members

- 3.1.1 All Members have a good national reputation.
- 3.1.2 Only one association/organisation can represent its country.
- 3.1.3 Their field of activity must include fire prevention & protection or security or natural hazards.
- 3.1.4 They must fulfil the CFPA Europe statutes.

### 3.2 Membership Requirements for Members A1

Members A1 (European Voting Members) must be corporately registered in the country they represent and in addition to paragraph 3.1 must fulfil at least one of the two following criteria:

- 3.2.1 They are generally accepted as being a principal national association/organisation for fire prevention & protection in the country they represent.
- 3.2.2 They are recognized or supported by the national insurance organisations (if any) of the country they represent.

### 3.3 Membership Requirements for Members A2

Members A2 (European candidates) are in a preparatory stage to regular membership A1 or they do not fully satisfy the requirements of a Member A1 or they are connected by ownership to an A1 member in another country.

They are corporately registered in the country they are representing.

### 3.4 Membership Requirements for Members B1

Members B1 (European additional) come from countries with a Member A1 and hold complementary competences, e.g. security, natural perils etc.

Members B1 can be delegated to attend Commission Meetings and have a voting right in Commissions instead of the Member A1 of the same country. In the event that the A1 and B1 Members are both in attendance the Member A1 may vote only.

### 3.5 Membership Requirements for Members B2

Members B2 (personal members) are experts or specialists, e.g. in fire prevention & protection, security, natural perils etc and cannot be delegated.

### 3.6 Membership Requirements for Members GM

Members GM (Global members) are generally accepted as being a principal national association/organisation for fire prevention & protection or security or natural hazards.

They must fulfil paragraph 3.1 (except for 3.1.2) and must be corporately registered in the country they represent.

### 3.7 Resignation and Exclusion

Any member wishing to resign from CFFPA Europe must do so in writing to the Director / Secretary of CFFPA Europe, who will then inform all other members.

Membership may be excluded when a member has substantially failed to fulfil its obligations to the organisation or its members, or through action or inaction causing damage to the name or reputation of CFFPA Europe (see Art. 6.1.7).

### 3.8 Admission of New Members

A written application for membership must be addressed to the Director / Secretary, who must collect and verify relevant information on the applicant. This information must be presented to the Management Committee (MC) to make the decision. The MC may approve or refuse membership without having to state reasons for its decision to the applicant.

Membership starts with the approval of the MC and that country A1 and A2 members will make a presentation to the General Assembly at the next convenient meeting as an introduction of their organization to the rest of the members.

#### 3.8.1 Requirements for Membership Applications

Required document	A1	A2	B1	B2	GM
Written Application for membership	X	X	X	X	X
with statutes of the association / company	X	X	X		X
with the description of the ownership, members, shareholders etc	X	X			X
with financial report	X	X			X
with organizational chart	X	X			X
Self-declaration of independency from manufacturers	X	X	X		X
Recommendation by the Member A1 from the same country (if any)			X	X	

### 3.10 Current Members

The current members of CFPA Europe are published on the website of CFPA Europe including the membership category ([www.cfpa-e.eu](http://www.cfpa-e.eu)).

The list of the benefits, rights and duties of members is published in Appendix 2.

## Article 4

### Ambassadors

Ambassadors are individuals who wish to support the aims and the work of CFPA Europe.

To become an Ambassador, the corresponding form on the website must be filled in and sent to the secretary (<https://cfpa-e.eu/document-to-submit-to-registry-as-cfpa-europe-ambassador/>)

Any ambassador wishing to resign from CFPA Europe must do so in writing to the Director / Secretary of CFPA Europe.

Ambassadors may be excluded when they have substantially failed to fulfil their obligations to the organisation or its members, or through action or inaction causing damage to the name or reputation of CFPA Europe.

The current Ambassadors of CFPA-EUROPE are published on the website of CFPA Europe ([www.cfpa-e.eu](http://www.cfpa-e.eu)).

The list of the benefits, rights and duties of Ambassadors is published in Appendix 2

## Article 5

### Executive Organs

CFPA Europe's executive organs are:

- The General Assembly
- The Chair
- The Management Committee
- The Director
- Working Organs (commissions and working groups)

The composition and powers of these are set forth in the articles below.

## Article 6

### General Assembly

#### 6.1 Powers

The General Assembly is the supreme organ of CFPA Europe. It may raise and decide without appeal any and all questions falling within the general objectives of CFPA Europe. In particular:

- 6.1.1 It lays down policy and programs and sets the budget.

- 6.1.2 It appoints the Chair, who shall hold office for a period not exceeding three years, but who may be re-elected for one further period of three years or as agreed by the General Assembly.
- 6.1.3 It may also appoint up to two Vice Chairs and the Management Committee under the same conditions. The immediate Past Chair is normally one of the two vice Chairs.
- 6.1.4 It approves the appointment of the Director proposed by the Management Committee.
- 6.1.5 It approves the appointment of the auditor proposed by the Management Committee.
- 6.1.6 It sets up working organs, decides on their powers and composition, allocates finances as appropriate, appoints Chairs of each group, supervises their work and decides upon their dissolution.
- 6.1.7 It decides on exclusion from CFPA Europe based on the recommendation from the MC.

## 6.2 Composition

The General Assembly is made up of members of CFPA Europe. Each of the member organisations is responsible for designating its representative to the General Assembly. Only Members A1 can vote. Member organisations A1, A2, B1 and GM may send further non-voting delegates to the General Assembly.

## 6.3 Meetings

The General Assembly takes place annually and is called by the Chair, who fixes the place and date, taking account as far as possible of the wishes expressed in this matter by the preceding General Assembly.

## 6.4 Procedures and Validity of Resolutions

The decisions or resolutions of the General Assembly must be adopted in accordance with the following rules:

- 6.4.1. Each Regular Member A1 has one vote.
- 6.4.2. Members A2, B1, B2 and GM may not vote.
- 6.4.3. Any Member A1, A2 and B1 may if unable to attend a meeting, be represented by another member, subject to written authority. This member or the Chair shall act as a voting proxy. No member is entitled to represent more than two other members. Note this representation of a member by another does not affect or change the rights in Paragraph 6.4.2. above.
- 6.4.4. Resolutions binding every member of CFPA Europe such as amendments to the statutes are only valid if they are unanimously adopted by all members voting providing a quorum of three quarters of the Members A1 are present or represented.
- 6.4.5. Resolutions relating to the internal business of the confederation such as the election of the Chair or Vice Chair, setting-up of Working Organs, appointment of Chair of these committees and working groups, must be taken by a three quarters majority of the Members A1 present or represented.
- 6.4.6. In order to resolve issues and questions that arise at any meeting of the General Assembly, the Chair will prepare a proposal, which, after discussion moderated by the chair, members will be asked to vote for or against that proposal. In these instances, any proposal would require a simple majority vote of those voting members present at that meeting to pass or reject the proposal.

- 6.4.7. If a decision is to be notified to the Authorities in one or more countries, notification can be made only through the national members of this / these country (-ies), or, in any event, with their express approval.

## Article 7

### The Chair

- 7.1. CFPA Europe shall be supervised by the Chair of CFPA Europe in accordance with the guidelines, decisions and resolutions of the General Assembly under the conditions defined below.
- 7.2. The Chair of CFPA Europe is responsible for:
  - 7.2.1. Proposing the candidates for the Management Committee to the General Assembly, constituting and leading the Management Committee.
  - 7.2.2. Supervising the programs and work entrusted to working organs.
  - 7.2.3. Managing the budget in accordance with the decisions of the General Assembly.
  - 7.2.4. Supervising the work of the Director
- 7.3. The Vice Chairs will assist the Chair in the organisation and administration of CFPA Europe as is deemed appropriate.

## Article 8

### Management Committee (MC)

- 8.1. The MC consists of the Chair, two Vice Chairs and the Chairs of the commissions.
- 8.2. The MC supports the working organs and prepares their goals, schedules and budgets and pursues their work.
- 8.3. The MC decides on membership applications and brings them to the next following General assembly for information.
- 8.4. The MC prepares the General Assembly.
- 8.5. The MC proposes the strategy of CFPA Europe.
- 8.6. The MC proposes the budget of CFPA Europe.
- 8.7. The MC proposes the director to the GA.
- 8.8. The MC proposes the auditor to the GA.

## Article 9

### The Director

- 9.1. CFPA Europe shall be administered by the Director of CFPA Europe in accordance with the guidelines, decisions and resolutions of the Management Committee under the conditions defined below.
- 9.2. The Director of CFPA Europe is responsible for:
  - 9.2.1. Executing the decisions of - and applying the policies adopted by - the General Assembly.
  - 9.2.2. Actively managing the day- to- day running of CFPA Europe and representing it in

line with the decisions of the General Assembly.

9.2.3. Managing the budget in accordance with the decisions of the General Assembly.

9.3. A Secretary may assist the Director in the organisation and administration of CFPA Europe as is deemed appropriate.

## Article 10

### Working Organs

10.1. The Working Organs of CFPA Europe are commissions or working groups.

10.2. Commissions or working groups are appointed by the General Assembly to jointly carry out certain tasks or studies on behalf of CFPA Europe. The General Assembly may delegate certain powers to these working organs.

## Article 11

### Extraordinary General Assembly (EOGA)

Extraordinary General Assembly may be called either on the initiative of the Chair or because of a request in writing from at least 5 Members A1 to the Chair. In the latter case, the Chair must call the EOGA within a period not to exceed three months. If the Chair is unable or unwilling to convene an EOGA this will be done by a Vice Chair.

## Article 12

### Finance

12.1. Each member shall pay an annual membership fee according to the membership category, invoiced annually.

12.2. The membership fee per category is determined by the General Assembly. The current membership fees are listed per category in Appendix 1.

12.3. Any member admitted at any time during the year shall be liable to the full membership subscription for that year.

12.4. In the event of a member / ambassador withdrawing or being excluded, there will be no entitlement to a return of any subscription. Additionally, members / ambassadors excluded or withdrawing shall not be entitled to any apportionment of CFPA funds and shall have no further claim on the CFPA.

12.5. If the annual subscription of any member is in arrears and unpaid six months after the General Assembly, the Chair shall give notice in writing of this fact to the member or associate member. If, after such notice, the subscription is not paid within 28 days, the member will be deemed to have resigned from the CFPA and shall be readmitted only after an application for readmission and approval of the General Assembly.

12.6. The MC will prepare a draft budget each year for the following year no later than two months prior to the date selected for the General Assembly. This budget will be circulated to all members and associate members.

12.7. The General Assembly will confirm the budget and set down targets for expenditure. The Chair is not authorized to expend any money on items not already approved by the General Assembly.

12.8. The Chair will prepare a balance sheet and a statement of accounts for the CFPA, which



will be presented to the General Assembly for its approval.

- 12.9. The Chair shall have the power to open bank accounts in the name of the CFPA.
- 12.10. The CFPA will not be responsible for the expenses of any of its members or for delegates acting on its behalf unless such expenditure has been specifically approved by the General Assembly.

## Article 13

### Licences for CFPA Europe Training Products and Publications

- 13.1. A Licence lays down the duties and rights for the holders.
- 13.2. Current Members A1, A2, B1, B2 and GM are deemed as holders of licences for publications. This means they are authorized by CFPA Europe to reproduce CFPA Europe publications.
- 13.3. Current Members A1 are deemed as holders of Licences for training products. This means they are authorized by CFPA Europe to offer CFPA Europe training courses and to award-CFPA Europe Qualifications.
- 13.4. Members A1 offering CFPA-Europe training courses and awarding a CFPA Europe Qualification in their country shall join the Training Commission.
- 13.5. To be eligible for the delivery of CFPA Europe courses Members A2 and B1 must enter into a Co-operation and Licence agreement with a Member A1. The Member A1 is responsible for the quality of the training according to the handbook.
- 13.6. To be eligible for the delivery of CFPA Europe courses members GM must enter into a Co-operation and Licence agreement with CFPA Europe / a Member A1. CFPA Europe/ the Member A1 is responsible for the quality of the training according to the handbook. CFPA Europe must be involved in any changes in the licence agreements.
- 13.7. The licence fees per year are listed in Appendix 1 and may be varied.
- 13.8. The corresponding documents are listed in Appendix 3, 4 and 5.

## Article 14

### Amendments to the Statutes

Only the General Assembly can decide to amend these statutes, on condition that the revision is expressly mentioned as an item on the agenda for the Meeting. Proposed amendments should be notified through the Chair to members no later than one month before the date of the General Assembly at which such proposals are to be considered.

Amendments to the statutes are only valid if they are unanimously adopted by all members voting providing a quorum of three quarters of the Members A1 are present or represented.

# Article 15

## Dissolution

The dissolution of CFPA Europe and the manner in which it is to be carried out shall be decided by the General Assembly according to Article 6.4.4.

# Article 16

## Disclaimer

- 16.1. The CFPA Europe gives no warranty and accepts no responsibility or liability for the accuracy, or the completeness of the information and materials. Under no circumstances will the organisation be held responsible or liable in any way for any claims, damages, losses, expenses, costs or liabilities whatsoever [including, without limitation, any direct or indirect damages for loss of profit, business interruption or loss of information] resulting or arising directly or indirectly from the use of or inability to use the website or any website linked to it, or from reliance on the information and materials, even if the organisation has been advised of the possibility of such damages in advance.
- 16.2. CFPA Europe cannot guarantee the validity of the information found in its documents. While CFPA Europe makes reasonable efforts to include accurate and up to date information, CFPA Europe makes no warranties as to the accuracy of the content and assume no liability or responsibility for an error or omission in the content.
- 16.3. The information provided by CFPA Europe is for general informational purposes only. All information is provided in good faith; however, CFPA Europe makes no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability or completeness of any information. Under no circumstance shall CFPA Europe have any liability to you for any loss or damage of any kind incurred as a result of the use of the information or reliance on any information provided. The use of any information is solely at your own risk.

These statutes have been approved by the General Assembly held on 1. June 2023.

They replace the statutes approved by the General Assembly held on 18. May 2022 and any older version.

# Appendix 1

## Membership Fees

Membership Category	Annual fee <b>€uro</b>
Member A1 / membership fee	2'000
Member A1 / Training Commission fee (+ fee for delivered Diplomas and Certificates according to table below)	500
Member A2	1'600
Member B1	1'600
Training Products fee for A2 and B1	1'000
Member B2	150
Member GM	<b>2'000</b>
Member GM Training Products fee (+ fee for delivered Diplomas and Certificates according to table below)	3'000

### Additional Fee per (issued the previous year, €uro)

Number	Diplomas	Certificates
$0 < x \leq 200$	10	5
$200 < x \leq 400$	6	3
$400 < x \leq 600$	4	2
$600 \leq x$	2	1

## Ambassador Fee

	Annual Fee <b>€uro</b>
Ambassador Fee is offered to all new holders of a diploma or a certificate for the first full year after the examination. After that year, the yearly ambassador fee must be paid.	75

## Appendix 2

Cat	Who	Benefit	MC	Commissions		Training		localize GLs?	use Logo?	General Assembly	
				participate	vote	deliver	delegate			participate	Conference

### Members

#### European Members

<b>A1</b>	European full	the one leading organization of a european country	yes	yes	yes	yes (1)	yes	yes	yes	yes	yes
<b>A2</b>	European candidates	organization that does not fully comply to the requirements für membership A1 or they are connected by ownership to an A1 member in another country	no	yes	yes	yes (1)	no	yes	yes	yes	no
<b>B1</b>	European additional	organizations with complementary knowledge from a country that already has a member A1	no	yes	yes (2)	yes (1)	no	yes	yes	yes	no
<b>B2</b>	European personal	The personal membership B2 is attributed to a person and cannot be delegated.	no	yes	yes (2)	no	no	no	yes	yes	no

#### Non-European Members

<b>GM</b>	Global regular	a leading organization of a country	no	yes (3)	no	yes (1)	no	yes	yes	yes	no
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## Appendix 2

Cat	Who	Benefit	MC	Commissions		Training		localize GLs?	use Logo?	General Assembly		
				participate	vote	deliver	delegate			participate	Conference	vote

### Ambassadors

GA	CFPA Ambassador	individuals that wish to support the aims and the work of CFPA	Access to the network, up-to-date informations on new developments in the fields of work permission to mention on their business card "CFPA Europe ambassador"	no	no	no	no	no	no, special Ambassa-dor logo yes	no	virtual	no
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- (1) only members of the training commission or with a contract to deliver training
- (2) Members can be delegated to attend Commission Meetings and have a voting right in Commissions instead of the A1 Member of the same country. In the event that the A1 and B1 members are both in attendance the A1 member may vote only.
- (3) Only on special invitation by the Commission

# Appendix 3

## Cooperation and Subcontracting Rules

- I. Member A1 operating in other countries  
The member is registered as an A1 organisation.

Each member can operate its business in any country provided there is not already a member A1 in this country.

If there is a Member A1 in the country in which another Member A1 wishes to operate a Cooperation and Licence agreement (appendix 4) must be made and signed by the host national Member A1 to permit that operation and by the Member A1 wishing to operate as such.

- II. Member A1 subcontracting / cooperation with other organisation in their own country  
Full delegation of training courses to subcontracting / cooperation company with issuing CFPA Europe Diplomas:  
The subcontractor must be an A2 or B1 member and a Cooperation and Licence Agreement is required (Appendix 4).

Full delegation of training courses to subcontracting / cooperation company without issuing CFPA Europe Diplomas:  
Cooperation and Licence Agreement is required (Appendix 4).

- III. Delegation of marketing and organisation of training courses to a service company  
Training course and CFPA Europe Diplomas are delivered by the Member A1.  
Cooperation and Licence Agreement is recommended (Appendix 4)

# Appendix 4

## Co-operation and License Agreement

between

Organization A  
(at Registered Address)

(In the following **“Org-A”**)

and

Subcontractor A  
(at Registered Address)

**(In the following “Subcontractor”)**

*Introduction:*

Org-A is an organization which is domiciled in (location). It is a member of the Confederation of Fire Protection Associations Europe (CFPA Europe). Its principal activities are to collect and improve knowledge and understanding of matters relating to fire science, fire prevention and protection, safety and security, natural perils as well as other associated risks within country X as well as the advancement and furthering of such knowledge. Org-A is collating its knowledge base within country X as well as from the exchange of knowledge and experience with CFPA Europe. Its activities include passing on such knowledge to organizations and individuals in specified training courses. It has the exclusive right for country X to award successful trainees with CFPA Europe attests, certificates and diplomas.

Subcontractor is an organization which is domiciled in (location). Its activities include schooling and training in various fields for organizations and individuals.

Subcontractor is seeking the right from Org-A to organize training courses following CFPA Europe syllabus(es) in country X in accordance with the guidelines of Org-A.

Based on this the parties agree on the following: -

1. [Org-A] grants to Subcontractor an exclusive / non-exclusive (delete as appropriate) license to run training courses according to the program and guidelines of [Org-A] **in the following territory (...)** for the courses listed below. [Org-A] / the Subcontractor (delete as appropriate) will award CFPA Diplomas, Certificates and Attests to successful trainees.
  - a. Fire protection and prevention
  - b. ....
2. [Org-A] will provide Subcontractor with the following documentation: -
  - a. CFPA Europe Minimum Quality Standard

b. ....

c. ....

3. [Org-A] will provide, as appropriate, course materials, supporting documentation and resources to instruct Subcontractors trainers in the subjects covered by this agreement.
4. [Org-A] undertakes, at its own cost, to use its best efforts to keep its knowledge regarding the content of the course(s) to which this agreement relates up to date and to improve it whenever possible. It undertakes furthermore to maintain its membership of CFPA Europe.
5. [Org-A] will provide Subcontractor with updated information about the content of the course(s) to which this agreement relates as soon as they are available. The cost for such ongoing updates is included in the fee as agreed in paragraph 11 below.
6. Subcontractor undertakes to organize the training courses strictly according to the course templates provided by [Org A] as specified in Annex 1 for clients in the territory as specified in paragraph 1 above.
7. Subcontractor undertakes to ensure that its trainers and teachers have a comprehensive knowledge of the subjects taught. Subcontractor ensures that its trainers are keeping their knowledge and expertise up to date.
8. Subcontractor undertakes to inform [Org-A] about any information relevant to the subject of this agreement such as improvements and developments of the knowledge base, competitors etc.
9. Subcontractor has to adhere to all the provisions set out in the CFPA-E Training Centre Handbook, and to comply with the course templates that are applicable. Failure to adequately comply with these provisions may result in the termination of the agreement..
10. Subcontractor undertakes not to enter in a similar agreement with a competitor of [Org-A] which covers the same subjects as described by this agreement. Subcontractor is free to enter in any agreements with relation to subjects not offered by Org-A.
11. **Subcontractor will pay a fee of ..... per student to [Org-A]** (alternatively: a fixed fee of (amount) per annum) plus VAT and or taxes where applicable. Such fee is due on (timetable). Subcontractor will inform Org-A [on a quarterly basis] of the number of courses held and the number of students as well as a list of the individuals who passed the examination for the courses mentioned in paragraph 1 above. [Org-A] will be responsible for submitting accurate records and payment to CFPA Europe.
12. This agreement comes into force as of the date of both parties signing it. It has an unlimited expiry date. Each party can terminate the agreement at any time in writing with a **notice period of ... months. Upon termination of this agreement,** Subcontractor will return all documentation and materials received from [Org-A]. **Furthermore, for a period of ... year[s] after termination of this agreement,** Subcontractor agrees not to offer within the territory as described in paragraph 1 courses to which this agreement relates.



13. Any violation will trigger a penalty of (amount) for Subcontractor payable with 10 days of receipt of written notice by [Org-A]. [Org-A] may claim further damages upon proof of such damages.
14. Both parties commit themselves to use their best endeavors to avoid any disputes and whenever possible to settle them between themselves without recourse to a third party. Otherwise, disputes in relation to this agreement should be settled in **the following courts ..... based on (national) law.**
15. This agreement is governed by and construed in accordance with the substantive laws of (country). All disputes arising out or in connection with this agreement shall be settled by the competent courts of the country in which [Org-A] is domicile.
16. Each party should retain an original signed copy of this agreement. Any changes to this agreement must be made in writing and agreed by both parties.
17. A copy of this agreement signed and dated by both parties must be sent to Secretary CFPA Europe to evidence the agreement is in place.

*Signatures*

[Org-A]

**Sign** ..... **Print** .....

**Position** .....

**Date** .....

*Subcontractor*

**Sign** ..... **Print** .....

**Position** .....

**Date** .....

*Annexes*

## Appendix 5

### **Licence for CFPA Europe's Non-European Members to deliver CFPA Europe's training program.**

This is a licence between .... (A1 member of CFPA Europe = A1-M), .... (A1-M's address), the CFPA Europe (the CFPA E), c/o DBI, Jernholmen 12, DK-2650 Hvidovre, Denmark, and .... (the Non-European Member, N-EM), ... (N-EM's address). The licence specifies the conditions under which the ... (A1-M) and CFPA E permits the .... (N-EM) to deliver CFPA E training programs. The licence requires that the ... (N-EM) has paid the annual membership fee to CFPA Europe and ceases immediately if the annual fee is not paid after a reminder.

1. Duration of licence  
The initial period of the licence will be from the date of signature for a period of 36 months. Subject to satisfactory quality, proven in completed quality Internal and **External audits, the ... (A1-M) and ... (CFPA E) will arrange for renewal of the licence for a further 36 months, subject to any variations in the scope of the licence (see clause 2 below) that may seem to be required after the initial period or that may arise because changes in the CFPA E's Statutes.**
2. Scope of licence  
The licence relates to the CFPA E harmonized courses that are listed in appendix to this licence agreement. The ... (A1-M) and CFPA E have in agreement with the ... (N-EM), and after assessing the competences that the ... (N-EM) has, come to the conclusion that the ... (N-EM) has the necessary skills and competences to be able to offer named courses in the appendix. The list in the the appendix can be revised annually.
3. Purpose of licence  
**The licence authorizes the .... (N-EM), at its own risk and expense to promote and deliver the CFPA E's harmonized courses.**
4. Territory  
**This licence restricts the territory into which the ... (N-EM) may sell CFPA E's harmonized courses to ... (N-EM's country). Classroom training is restricted to ... (N-EM's country) and online training is restricted to customers based in ... (N-EM's country).**
5. Fee per issued diploma and certificate  
**Beside the annual membership fee to the CFPA Europe, the ... (N-EM) undertakes to pay CFPA E a fee per issued diploma and certificate in accordance with the Appendix "Membership fee" in CFPA E's Statutes.** The N-EM will send an annual report mentioning the number of diplomas/certificate delivered in which fields for that.
6. Quality  
**The ... (N-EM) undertakes to implement quality in accordance with "CFPA E Training Centre Handbook" and implement Internal and External Quality Assurance.** The External Quality Assurance (EQA) will be arranged on the **initiative of ... (A1-M), and the first EQA will be done one year after the start of this**

**contract. The costs for ... (A1-M)** for implementation of the EQA will be paid by CFPA E, in accordance with an established list decided by CFPA E's Management Committee.

In year 2 of the contract, the **Training Commission or ... (A1-M)** will execute a virtual EQA.

7. Copy rights

**The ... (N-EM) is free to translate CFPA E's Guidelines at its own responsibility, and to use these in the courses. If the ... (N-EM) translate Guidelines to local languages the ... (N-EM's) can keep the revenue from sales.**

8. Liability

**The ... (A1-M) and the CFPA E shall not be liable for any loss or damage arising directly or indirectly in connection with this licence, including translation of Guidelines.**

9. Support

**Upon request, ... (A1-M) in connection with CFPA E's Training Commission agrees to provide any relevant product images/pictures/text the ... (N-EM) wish to utilise in marketing literature and on their website, where available. The ... (A1-M) will support with template and timetable. Text, template, timetable, etc will be given to the ... (N-EM) in the ... (A1-M) country's language.**

10. Confidentially

It is mutually agreed that save in respect of any information which is already in the public domain, the contents of this agreement and all other information provided **by each party to the other will not be disclosed to any third party than to a party's professional advisers or as may be required by law.**

11. Termination

Either party may terminate this agreement at any time on giving not less than 12 months notification in writing.

12. Sub-contracting and assignment

**The ... (N-EM) shall not be entitled to assign the benefit or burden of the whole or any part of this agreement without the prior written consent of the ... (A1-M) and the CFPA E.**

13. Force majeure

Neither of the parties shall be liable to the other for any loss or damage, cost, expenses or other claims for compensation arising as direct or indirect result of breach or non-performance of any of its obligations under this agreement due to **any cause beyond the other party's reasonable control including, without limitation,** any act of war, military operations, riot, accident, failure or shortage of fuel or power supplies, abnormally inclement weather, fire, flood, hurricane, drought, explosion, lightening, strike, lock out or trade dispute.

Signed for and on behalf of .... (N-EM)

by ..... Date .....

Signed for and on behalf of .... (A1-M)

by ..... Date .....

Signed for and behalf of the CFPA Europe

by ..... Date .....

(Chairman)