TERMS AND CONDITIONS
OF
FIDIC BESPOKE LICENCE AGREEMENT

FIDIC discourages modification of its publications. In a very limited number of special cases, FIDIC agrees to license organisations to prepare bespoke contracts for clients. A licence from FIDIC allows the owner of the licence to amend the text of the General Conditions of FIDIC Contract and produce a bespoke contract using the elements of the FIDIC Contract for which the licence is granted.

The FIDIC Bespoke Licence is granted on the following terms and conditions:

1. **Licensee** is permitted to amend the terms of the FIDIC Documents referred to in **Clause 1** of the FIDIC Licence Agreement Order Letter to create a single bespoke contract for the project identified in **Clause 4** of the FIDIC Licence Agreement Order Letter (hereinafter Bespoke Contract).

2. Each Licence allows the Licensee to produce a single bespoke contract and it is not transferrable.

3. The Bespoke Contract produced under the Licence will not be endorsed by FIDIC and remain the sole responsibility, risk and liability of the Licensee and it may not be represented as being FIDIC Contract. Instead, the Licensee must insert a copyright note in the Bespoke Contract that states that the Bespoke Contract has been prepared using the elements of the FIDIC Document under licence from FIDIC, as set out in Clause 3 of the FIDIC Licence Agreement Order Letter.

4. FIDIC will provide the FIDIC Document/s as an xml tagged Word file only, i.e., as an unformatted Word document in a standard table layout with styles applied to formatted elements (titles, etc), which will be sent upon receipt of payment of the Licence fee.

5. FIDIC permits the exchange of an electronic FIDIC Documents between the members of the Working Group of the project. The Working Group may only include specific individuals drafting and negotiating contract on behalf of the parties to the contract incorporating the FIDIC Document/s at issue (the "**Bespoke Contract**").

6. Exchange of the electronic FIDIC Documents between Working Group members as stated above in Clause 5 are allowed in accordance with the following terms:

   (a) that they will not use the electronic version of the FIDIC Documents for any purpose other than for drafting the single Bespoke Contract for the specific project identified in the FIDIC Licence Agreement Order Letter; No copy of the original FIDIC Document/s will be retained or used for any other purpose.

   (b) they will not circulate, reproduce, publish and/or distribute the electronic version of the FIDIC Documents outside the Working Group other than as per this clause 6, and

(c) they will take all reasonable steps as per clause 7 of this FIDIC Bespoke Licence Agreement when dealing with third parties.

(d) Licensee remains liable to FIDIC if any member of the working group abuses or infringes FIDIC's Copyright and the terms of this FIDIC Bespoke Licence Agreement.

7. The Bespoke Contract can only be distributed to a third party (who is not a Working Group member) for the purposes of the project or included in the project tender documents as a ***non-editable PDF*** with retention of a footer on every page indicating that the amendment is under licence from FIDIC. No other distribution is allowed.

8. The Licence is given on an exceptional basis and neither **Licensee** nor any other party may invoke it as a precedent for FIDIC granting another licence on similar or different conditions.

9. The Licence fee of Euro 1120 applies to each Licence and permits Licensee to produce a single bespoke contract using the terms of the FIDIC Document referred to in clause 1 of the FIDIC Licence Agreement Order Letter. Euro 280 administration fee applies for each request made by the Licensee to process the licence request.

10. The Licensee shall have one year from the date that the Bespoke Licence is issued to execute a Bespoke Contract with respect to the project stated in clause 4 of the FIDIC Licence Agreement Order Letter. While the Licence to amend the General Conditions of a FIDIC contract is for one year period, upon signature of the Bespoke Contract by the parties the licence validity continues through the entire project cycle.

11. Should the need arise for an extension to the Bespoke Licence because of the expiration of the aforementioned one-year period, the Licensee shall request an extension from FIDIC who shall confirm whether or not an extension is granted.

12. **Licensee** undertakes to send to FIDIC a copy of the amended General Conditions of the FIDIC Documents. Any project specific or confidential information can be removed from the version that is to be sent to FIDIC.

13. **Licensee** recognises FIDIC's rights in its trademarks and copyright and shall not infringe nor shall it knowing allow another entity to do so. Where **Licensee** becomes aware of an infringement of FIDIC's trademark or copyright, it shall immediately notify FIDIC in writing. A failure to do so is a material breach of the Licence and could lead to termination by FIDIC (at its sole discretion) of the Licences and may lead to a legal action against the Licensee.

14. The Licensee shall indemnify, defend and hold FIDIC harmless, against any third-party claim, suit, action, or proceedings howsoever arising, directly or indirectly, brought against FIDIC (and our officers, directors, employees, agents, service providers, licensors, and affiliates) based upon or arising out of (a) Licensee use of FIDIC Documents or (b) Licensee misuse, non-compliance with or breach of any of the terms, conditions, obligations, undertakings or warranties set out in this Agreement. The Licensee will indemnify FIDIC for any and all costs, damages, settlements, liabilities, losses, and expenses (including, but not limited to, reasonable

attorneys' fees and court costs) of any kind whatsoever to the extent arising out of any action by a third party.

15. Any failure by **Licensee** to comply with the terms of the Licence entitles FIDIC, at its sole discretion, to revoke the Licence on notice to **Licensee.** Where FIDIC revokes a Licence as per this clause 15, **Licensee** shall not be entitled to any refund of the Licence fee paid in terms of clause 9 above.

16. No failure by FIDIC to enforce the performance of any provision in a Bespoke Licence shall constitute a waiver of the right to subsequently enforce that provision or any other provision of the Licence Agreement. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

17. Either Party is to provide the other Party with written notice of any difference, controversy or claim arising out of or relating to this License agreement, or the breach, termination, or invalidity thereof ("Dispute"). Upon receipt of the notice, FIDIC and **Licensee** shall discuss within 15 days of the written notice being received and attempt to amicably settle the Dispute.

18. The Parties agree that for the purposes of giving or sending any notice provided for or required under this License Agreement, their physical addresses and email contact information shall be as indicated in the License Agreement.

19. Where settlement is not achieved, as per clause 17, the Dispute shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration rules in force and effect on the date of filing the request for arbitration. The Seat of Arbitration shall be in Geneva, Switzerland and a single arbitrator shall be appointed by the International Chamber of Commerce to resolve the Dispute. The language of the arbitration shall be English.

20. This FIDIC Bespoke Licence Agreement is governed by the laws of Switzerland.

21. To confirm acceptance of the above terms, please sign and date this Terms and Conditions of FIDIC Bespoke Licence Agreement and return to FIDIC. The Licence Agreement shall come into force when signed by FIDIC (Effective Date) in accordance with the FIDIC Licence Agreement Order Letter.