



Canadian Council of Professional Engineers
Conseil canadien des ingénieurs



Hong Kong Institution of Engineers

**MUTUAL RECOGNITION OF
QUALIFIED/LICENSED ENGINEERS
BY JURISDICTIONS OF
CANADA AND HONG KONG
TO FACILITATE MOBILITY**

(May 2004)

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1 PARTICIPANTS

- 1.1 The Hong Kong Institution of Engineers (HKIE) is the body responsible for the qualification of engineers in Hong Kong.
- 1.2 The Canadian Council of Professional Engineers (CCPE) is the national organization of the provincial and territorial Associations/Ordre that regulate the profession of engineering in Canada. The individual Associations/Ordre are autonomous and are responsible for registration/licensure of engineers in their province/territory. CCPE has no authority, implied or otherwise, over the Associations/Ordre. Each province/territory legislatively requires that engineers obtain registration/licensure where they intend to perform services.
- 1.3 Both HKIE and CCPE are signatories to the Washington Accord.

2 PURPOSE

- 2.1 This Agreement is intended to permit the mutual recognition of Qualified/Licensed Engineers from a Home Jurisdiction in the Host Jurisdiction. This Agreement sets out standards, criteria, procedures and measures which:
 - (a) are based on objective and transparent criteria, such as competence and the ability to provide a service;
 - (b) are not more burdensome than necessary to ensure the quality of a service; and
 - (c) do not constitute a disguised restriction on the cross-border provision of a service.
- 2.2 Provisions under this Agreement apply to nationals of Canada or Corporate Members of the HKIE. Nothing in this Agreement shall apply to individual practice or malpractice disputes.

3 DEFINITIONS

“Accredited Engineering Program” means a university engineering education program accredited by CEAB or by HKIE. Both CEAB and HKIE maintain Washington Accord accreditation standards.

“Associations/Ordre” means the provincial and territorial licensing bodies enacted by statute to regulate the practice of engineering within Canada.

“CCPE” means the Canadian Council of Professional Engineers.

“CEAB” is the standing committee of CCPE that is responsible for accreditation of engineering education programs in Canada.

“Home Jurisdiction” means the designated Jurisdiction in which an engineer is qualified/licensed.

“Host Jurisdiction” means the Jurisdiction to which an engineer applies for reciprocal recognition under the terms of this Agreement.

“HKIE” means the Hong Kong Institution of Engineers.

“Implementation Schedule” means a list of Jurisdictions that have implemented the Agreement.

“Jurisdiction” means (i) the Canadian provincial or territorial authority responsible for Registration/Licensure and (ii) HKIE, as applicable.

“Practice of Engineering” is as defined in each Jurisdiction for that Jurisdiction.

“Reciprocating Jurisdiction” means a Canadian Association/Ordre that has agreed to become a reciprocating Jurisdiction pursuant to the terms of this Agreement.

“Licensing” means the process by which a person obtains the legal right to practice engineering and to use the titles ‘Professional Engineer’, ‘P.Eng.’ and/or ‘ing.’ in Canada.

“Qualification” means the process by which a person obtains the right to use the title ‘Corporate Member’ or ‘Ir.’ in Hong Kong.

“Qualified/Licensed Engineer” means an engineer who has been granted Corporate Membership by HKIE or who has been granted Registration/Licensure by any Reciprocating Jurisdiction and has been admitted according to detailed assessments carried out by the Home Jurisdiction, but does not include applicants granted Qualification/Licensure through a third party mutual recognition agreement or applicants who have been granted Corporate Membership by HKIE through the “Mature Route”.

“Substantially Equivalent Academic Formation ” means an academic background which is not an Accredited Engineering Program, but which has been recognised as substantially equivalent by HKIE or a Reciprocating Jurisdiction.

4 SCOPE OF AGREEMENT

- 4.1 This Agreement covers Qualified/Licensed Engineers. It is intended that there be no discrimination based on place of origin or place of education.
- 4.2 This Agreement is intended for permanent or temporary Qualification/Licensure, depending on the needs of the individual applicant and any legislative limitations in each Jurisdiction.

5 MUTUAL RECOGNITION PROVISIONS

5.1 Current Qualification/Licensure Practices

5.1.1 In registering/licensing a Professional Engineer, the Associations/Ordre generally require the following elements:

- a) A degree from an Accredited Engineering Program or a Substantially Equivalent Academic Formation;
- b) A minimum of four years acceptable engineering experience of which one year must be obtained in a Canadian environment or equivalent;
- c) A satisfactory level of English/French language competency, in speaking and in writing;
- d) Successful completion of a professional practice examination; and
- e) Demonstration of good character, through self-declaration plus peer recommendation.

In addition, some Associations/Ordre have or are considering implementation of additional competency based criteria for practice in certain areas.

5.1.2 In recognizing the qualifications of a Corporate Member, HKIE requires the following elements:

- a) An honours degree in engineering accredited by HKIE, or a Substantially Equivalent Academic Formation;
- b) A period of supervised training assessed or recognized by HKIE together with a subsequent period of responsible experience for a total of not less than four years, or a period of practical experience together with a subsequent period of responsible experience with a total of not less than six years;
- c) Evidence of satisfactory continuing professional development;

- d) A satisfactory level of English language competency, in speaking and in writing;
- e) An interview or review by not less than two Corporate Members of HKIE; and
- f) Requirements in qualification, training and experience related to an engineering discipline.

5.2 Eligibility for Qualification/Licensure in the Host Jurisdiction

5.2.1 The primary attribute for Qualification/Licensure pursuant to this Agreement is being a Qualified/Licensed Engineer in the Home Jurisdiction.

5.2.2 Applicants must, in addition to demonstrating that they are a Qualified/Licensed Engineer currently in good standing in the Home Jurisdiction, fulfil the following in order to qualify for Qualification/Licensure pursuant to this Agreement:

- a) Pass any examination or interview whose sole purpose is to ensure that the applicant understands local practices, legislation, codes, professional standards or other issues that are not related to the technical competence of the applicant to engage in the Practice of Engineering;
- b) Attend an interview based upon submission of a training and experience report for the purpose of matching the applicant to a discipline of the HKIE;
- c) Applicants who would like to enter into the Structural Discipline of the HKIE must pass the Part III Examinations jointly organised by the HKIE and the IStructE (The Institution of Structural Engineers);
- d) Agree to:
 - i) abide by the laws, rules and regulations of the Host Jurisdiction;
 - ii) meet the continuing competency assurance requirements of the Host Jurisdiction; and
 - iii) conform to ethical standards of truth, honesty and integrity as the basis for ethical practice including, at a minimum, abiding by the ethical standards of the Host Jurisdiction.
- e) Demonstrate that they have obtained the equivalent of one year of experience in the Host Jurisdiction;
- f) Declare that they have not been previously rejected for Qualification/Licensure by the host jurisdiction; and

- g) Complete an application form and pay any fee required (the signatories agree that such fees should be reasonable and cover the costs only of assessing the applicant).
- 5.2.3 Each signatory will make its own arrangement for assessment and offer facilities for representative(s) of the other to be present as observers at any required examinations or interviews.
- 5.2.4 Each Jurisdiction shall retain full discretion as to the Qualification/Licensure of any applicants. If an applicant is otherwise qualified for Qualification/Licensure pursuant to this Agreement, but the Host Jurisdiction rejects such applicant on other grounds or insists upon additional requirements, the Host Jurisdiction shall inform the Home Jurisdiction of the reasons for such rejection or additional requirements.
- 5.2.5 Nothing in this Agreement shall preclude an applicant from pursuing Qualification/Licensure in a Jurisdiction through the exercise of existing procedures.

6 RATIFICATION AND IMPLEMENTATION

- 6.1 The signatories agree to use their best efforts to obtain ratification of this Agreement. The signatories agree to submit this Agreement to the Jurisdictions within their purview and to use their best efforts to obtain its timely implementation. The signatories agree to provide to each other a regularly updated Implementation Schedule.
- 6.2 The provisions of this Agreement will apply to Jurisdictions listed on the Implementation Schedule. Applicants from Jurisdictions listed on the Implementation Schedule will be accorded the treatment set forth in this Agreement.
- 6.3 Notwithstanding the provisions of this Agreement facilitating Qualification/Licensure, the signatories agree that, for one year from the date of this Agreement, the signatories may apply in parallel the provisions of this Agreement and their normal registration procedures. If an Applicant does not fulfil the normal registration procedures, then the Host Jurisdiction may treat the application as it would in the ordinary course, but must inform the Home Jurisdiction of the decision taken. This provision is intended to be transitional and permit the parties to gain experience with the operation of this Agreement and the Applicants from the Reciprocating Jurisdiction.

7 DISCIPLINE AND ENFORCEMENT

- 7.1 Both HKIE and the Reciprocating Jurisdictions will extend co-operation to the extent possible on enforcement and disciplinary issues.
- 7.2 Each Jurisdiction shall require an engineer to maintain a current list of all Jurisdictions in which he or she is licensed to engage in the Practice of Engineering, and to provide that information to the Host Jurisdiction upon application for Qualification/Licensure.
- 7.3 An application for Qualification/Licensure must include disclosure of sanctions related to the Practice of Engineering in other Jurisdictions. Information regarding sanctions may be considered in the Qualification/Licensure process.
- 7.4 An application for Qualification/Licensure under this Agreement must include the applicant's written permission to distribute and exchange information regarding sanctions between all involved Jurisdictions. Failure to fully disclose or provide any of the required information may be the basis for denial of the application for Qualification/Licensure, or for sanctions, including revocation of the Qualification/Licence.
- 7.5 Each Jurisdiction will take appropriate disciplinary action if an engineer violates standards of that Jurisdiction. Each Jurisdiction shall promptly report sanctions to all other Jurisdictions in which it knows the engineer is a Qualified/Licensed Engineer.
- 7.6 A Jurisdiction shall take appropriate action, subject to its own rules of procedure and the principle of due process, related to a sanction that is reported to them by another Jurisdiction. Each Home Jurisdiction shall provide for review of cross-border sanctions.

8 IMMIGRATION AND VISA ISSUES

- 8.1 Qualification/Licensure in a Host Jurisdiction does not preclude the need to conform to applicable immigration and visa requirements of the Host Jurisdiction.

9 INFORMATION EXCHANGE

- 9.1 The signatories will notify each other and provide copies of any major changes in policy, criteria, procedures and programs that might affect this Agreement.
- 9.2 The signatories will provide an annual accounting to each other of all applicants who have applied pursuant to the terms of this Agreement.

10 DISPUTE RESOLUTION

- 10.1 The signatories and the Reciprocating Jurisdictions shall at all times endeavour to agree on the interpretation and application of this Agreement, and shall make every attempt through co-operation and consultation to arrive at a mutually satisfactory resolution of any matter that might affect its operation.
- 10.2 Any signatory or Reciprocating Jurisdiction may request in writing consultations with another signatory or Reciprocating Jurisdiction regarding any actual or proposed measure or any other matter that is considered might affect the operation or interpretation of this Agreement.

11 TERM OF AGREEMENT

- 11.1 This Agreement will come into effect on execution.
- 11.2 The signatories shall, at least every five (5) years, review and update the status of implementation and the effectiveness of the Agreement, and to recommend changes.
- 11.3 A signatory or any Reciprocating Jurisdiction may withdraw from the provisions of this Agreement six (6) months after it provides written notice of withdrawal to the other signatories and Reciprocating Jurisdictions. If a Reciprocating Jurisdiction withdraws, the Agreement shall remain in force for the remaining Reciprocating Jurisdictions.
- 11.4 This Agreement will automatically terminate if both signatories are not members in good standing of the Washington Accord.

EXECUTED this fifteenth day of May, 2004.

Canadian Council of Professional Engineers

The Hong Kong Institution of Engineers

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