MUTUAL RECOGNITION OF
REGISTERED/LICENSED ENGINEERS
BY THE JURISDICTIONS OF
AUSTRALIA AND CANADA
TO FACILITATE MOBILITY

March 2013
1 PARTICIPANTS

1.1 The Institution of Engineers, Australia (Engineers Australia) is a national organisation that has the sole power to grant the title Chartered Professional Engineer and maintains the National Professional Engineers Register in Australia.

1.2 The Canadian Council of Professional Engineers (Engineers Canada) 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. Engineers Canada 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.

2 PURPOSE AND SCOPE

2.1 This Agreement is intended to permit the mutual recognition of Registered/Licensed Engineers from a Home Jurisdiction in the Host Jurisdiction.

2.2 This Agreement covers Registered/Licensed Engineers (see 3 Definitions). It is intended that there be no discrimination based on place of origin or place of education.

2.3 This Agreement is intended for permanent or temporary Registration/Licensure, depending on the needs of the individual applicant and any legislative limitations in each Jurisdiction.

2.4 Provisions under this Agreement apply to members of a Reciprocating Jurisdiction or members of Engineers Australia. 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 Engineers Australia. Both CEAB and Engineers Australia 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.

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

“Engineers Australia” means the Institution of Engineers Australia.

“Engineers Canada” means the Canadian Council of Professional Engineers.

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

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

“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) Engineers Australia, as applicable.

“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.

“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.

“Registered/Licensed Engineer” means an engineer who has been granted registration by Engineers Australia 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 registration/licensure through a third party mutual recognition agreement.

“Registration” means the process by which a person obtains the right to use the title ‘Chartered Professional Engineer’ or becomes registered on the National Professional Engineers Register.

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

“Washington Accord” means an agreement between engineering accreditation bodies that:

- recognises the substantial equivalency of accreditation systems of signatory organisations and the engineering education programs accredited by them; and

- establishes that graduates of programs accredited by the accreditation organisations of each member nation are prepared to practise engineering at the entry level.

4 MUTUAL RECOGNITION PROVISIONS

4.1 Current Registration/Licensure Practices

4.1.1 In registering/licensing a Professional Engineer, the Associations/Ordre generally requires 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.

4.1.2 In conferring the title Chartered Professional Engineer and/or registering an engineer on the National Professional Engineers Register, Engineers Australia requires the following elements:
(a) Registered as Chartered Professional Engineer:

(i) Successful completion of an Engineers Australia accredited or recognised undergraduate engineering course or assessment of equivalency.

(ii) Assessment by Engineers Australia as eligible for independent practice by demonstration of specified competencies at Stage 2 (experienced practitioner).

(iii) Maintenance of continuing professional development at a prescribed satisfactory level.

(b) Registration on the National Professional Engineers Register:

(i) Successful completion of an Engineers Australia accredited or recognised undergraduate engineering course or assessment of equivalency.

(ii) Assessment by Engineers Australia as eligible for independent practice by demonstration of specified competencies at Stage 2 (experienced practitioner).

(iii) Maintenance of continuing professional development at a prescribed satisfactory level.

(iv) Identification of an area or areas of practice.

4.2 Eligibility for Registration/Licensure in the Host Jurisdiction

4.2.1 The primary attribute for Registration/Licensure in the Host Jurisdiction pursuant to this Agreement is being a Registered/Licensed Engineer in the Home Jurisdiction.

4.2.2 Applicants must, in addition to demonstrating that they are a Registered/Licensed Engineer currently in good standing in the Home Jurisdiction, fulfil the following in order to qualify for Registration/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) Demonstrate one year of Canadian or Canadian equivalent experience to enable Registration/Licensure in a Reciprocating Jurisdiction.

(c) Provide a curriculum vitae and continuing professional development record for the purpose of matching the applicant to a discipline on the National Professional Engineers Register.

(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 the ethical standards of the Host Jurisdiction.

(e) Declare any previous applications for Registration/Licensure to the Host Jurisdiction.

(f) Complete an application form and pay any fee required.

4.2.3 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.
4.2.4 Each Jurisdiction shall retain full discretion as to the Registration/Licensure of any applicants. If an applicant is otherwise qualified for Registration/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.

4.2.5 Nothing in this Agreement shall preclude an applicant from pursuing Registration/Licensure in a Jurisdiction through the exercise of existing procedures.

5 RATIFICATION AND IMPLEMENTATION

5.1 Engineers Canada agree to submit this Agreement to the Jurisdictions within their purview and to use their best efforts to obtain ratification of this Agreement and to obtain its timely implementation. Engineers Canada will provide to a regularly updated Implementation Schedule.

5.2 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 DISCIPLINE AND ENFORCEMENT

6.1 Both Engineers Australia and the Reciprocating Jurisdictions will extend co-operation to the extent possible on enforcement and disciplinary issues.

6.2 An application for Registration/Licensure must include disclosure of sanctions related to the Practice of Engineering in other Jurisdictions. Information regarding sanctions may be considered in the Registration/Licensure process.

6.3 An application for Registration/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 Registration/Licensure, or for sanctions, including revocation of the Registration/Licence.

6.4 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.

7 IMMIGRATION AND VISA ISSUES

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

8 INFORMATION EXCHANGE

8.1 The signatories will notify each other and provide copies of any major changes in policy, criteria, procedures and programs that might affect this Agreement.

8.2 The signatories will provide an annual report to each other of all applicants who have applied pursuant to the terms of this Agreement.
9 DISPUTE RESOLUTION

9.1 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.

9.2 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 it considers might affect the operation or interpretation of this Agreement.

10 TERM OF AGREEMENT

10.1 This Agreement will come into effect on execution.

10.2 The signatories shall, at least every five years, review and update the status of implementation and the effectiveness of the Agreement, and recommend changes.

10.3 A Signatory or any Reciprocating Jurisdiction may withdraw from the provisions of this Agreement six 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.

10.4 This Agreement will automatically terminate if a Signatory is not a member in good standing of the Washington Accord.

EXECUTED this Thursday, October 4, 2007.
RENEWED this Friday, March 22, 2013

Canadian Council of Professional Engineers
(Doing Business as Engineers Canada)

Kim Allen, FEC, P.Eng.
Chief Executive Officer

Engineers Australia

Stephen Durkin
Chief Executive Officer