



Institute of Geologists of Ireland



GEOSCIENTISTS
GÉOSCIENTIFIQUES CANADA

**Mutual Recognition
of
Registered/Licensed
Professional Geologists/Geoscientists
by the Jurisdictions of
Ireland and Canada
to Facilitate Mobility**

Italicized Terms are defined in Section 3: Definitions

1. PARTICIPANTS

- 1.1 The Institute of Geologists of Ireland Limited (*Institute of Geologists of Ireland*) is the national organization that promotes and advances the science of geology and the professional standards of its *Professional Members* in the practice of their profession and has the sole power to grant the title PGeo in Ireland.
- 1.2 The Canadian Council of Professional Geoscientists (*Geoscientists Canada*) is the national organization of the provincial and territorial *Associations/Ordre* that regulate the profession of geoscience in Canada. The individual *Associations/Ordre* are autonomous and are responsible for *Registration/Licensure* of *Geoscientists* in their province/territory. *Geoscientists Canada* has no authority, implied or otherwise, over the *Associations/Ordre*. Each province/territory legislatively requires that *Geoscientists* 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 Geoscientists* from a *Home Jurisdiction* in the *Host Jurisdiction*.
- 2.2 This Agreement applies only to members in good standing who are:
Professional Members of the *Institute of Geologists of Ireland* who have been granted the title PGeo; and who have met the requirements for *Professional Membership* as described in its 'Articles of Association', following successful completion of the normal Professional Review process, including the submission of a Professional Practice Report, and participating in the Professional Interview, as described in the '*Institute of Geologists of Ireland* Application Guidelines'.

or:
Registered/Licensed Geoscientists who have been licensed in Canada following successful completion of the normal *Licensure* process, including a review of knowledge (academic) and experience qualifications, of any participating province or territory in Canada, as provided for in the Acts, Regulations, Bylaws and Policies as applicable in the respective province/ territory.
- 2.3 This Agreement is intended for *Registration/Licensure*, depending on the needs of the individual applicant and any legislative limitations in each Jurisdiction.

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- 2.4 Provisions under this Agreement apply only to members of a *Reciprocating Jurisdiction* or members of the *Institute of Geologists of Ireland*. Nothing in this Agreement shall apply to individual practice or malpractice disputes.
- 2.5 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 an unintended or disguised restriction on the cross-border provision of a service.

3 DEFINITIONS

Associations/Ordre means the provincial and territorial *Licensing* bodies enacted by statute to regulate the *Practice of Geoscience* within Canada.

Geoscientist means an individual *Licensed* or *Registered* with a *Home Jurisdiction* and includes 'Geologist', 'géologue', 'Professional Geologist', 'Professional Geophysicist', *Professional Geoscientist*/géoscientifique professionnel/ géoscientifique and, *Professional Member*.

Geoscientists Canada is the business/operating name of the Canadian Council of Professional Geoscientists.

Home Jurisdiction means the designated Jurisdiction in which a *Geoscientist* is registered/licensed.

Host Jurisdiction means the Jurisdiction to which a *Geoscientist* applies for reciprocal recognition under the terms of this Agreement.

Implementation Schedule means a list of Jurisdictions that have implemented this Agreement.

In Good Standing means that the member is a full member; with current fees paid; with up-to-date continuing professional development records, as applicable; and is not under suspension.

Institute of Geologists of Ireland (IGI) is the operating name of the Institute of Geologists of Ireland Limited.

Jurisdiction means (i) the Canadian provincial or territorial authority responsible for *Registration/Licensure* and (ii) *Institute of Geologists of Ireland*, as applicable.

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Licensing and *Licensure* mean the process by which a person obtains the legal right to practice geoscience and to use the title in Canada:

- “Professional Geoscientist”/“P.Geo” in most *Jurisdictions* in Canada;
- “Professional Geoscientist/PGeo/géoscientifique professionnel/G.P.” in Ontario;
- “Professional Geoscientist/PGeo/ géoscientifique/géosc” in New Brunswick;
- “Professional Geologist”/ PGeol” and “Professional Geophysicist”/“PGeoph” in Alberta (prior to March 15, 2012); or
- “Geologist/géologue/géo” in Québec.

Practice of Geoscience, including the Practice of Geology and Practice of Geophysics, is as defined in each *Jurisdiction* for that *Jurisdiction*.

Professional Geoscientist means an individual who has obtained *Licensure* or *Registration* with a *Home Jurisdiction*.

Professional Member (Professional Membership/PGeo) is an individual geoscientist who has been elected to and granted Registration of the Institute of Geologists of Ireland and has the right to use the description “Professional Member of the Institute of Geologists of Ireland” or “PGeo”.

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

Registered/Licensed Geoscientist means a Geoscientist:

- a. who has been granted *Registration* as a *Professional Member* (PGeo) by the *Institute of Geologists of Ireland*; or
- b. who has been granted *Registration/Licensure* as a
 - “Professional Geoscientist/géoscientifique professionnel/géoscientifique”
 - “Professional Geologist”
 - “Professional Geophysicist”; or
 - “Geologist/géologue”by any *Reciprocating Jurisdiction*; and
- c. has been admitted according to detailed assessments carried out by the *Home Jurisdiction*.

It does not include:

- d. applicants granted *Registration/Licensure* by a *Home Jurisdiction* through a third party mutual recognition agreement;

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- e. applicants who hold 'in-training', 'associate', 'retired' or 'provisional' memberships; and
- f. licensees whose licences are explicitly restricted or limited.

Registration (Registered) means the granting of *Professional Membership* by the *Institute of Geologists of Ireland* or the process by which a person obtains the legal right to practice geoscience in Canada.

Signatory(ies) means *Geoscientists Canada* and/or the *Institute of Geologists of Ireland*.

4 MUTUAL RECOGNITION PROVISIONS

The Licensing/Licensure/ Registration procedures in both the Home and Host jurisdictions have been reviewed by Geoscientists Canada and the *Institute of Geologists of Ireland*. Each party is satisfied that mutually adequate standards and requirements for professional membership are in place. Each organisation accepts that these are recognised through this Agreement.

Specifically:

4.1 Current *Registration/Licensure* Practices

4.1.1 In *Registering/Licensing a Professional Geoscientist*, the *Associations/Ordre* generally require the following elements:

- (a) a bachelor's degree in geoscience or equivalent, that is equal or equivalent to the knowledge requirements set out in *Geoscientists Canada's "Geoscience Knowledge and Experience Requirements for Professional Registration in Canada"*;
- (b) a minimum of four years of acceptable geoscience experience that is equal or equivalent to the experience requirements set out in *Geoscientists Canada's "Geoscience Knowledge and Experience Requirements for Professional Registration in Canada"*, of which one year must be obtained in a Canadian environment or equivalent;
- (c) spoken and written proficiency in the language of business (English or French) in the province or territory of practice;
- (d) Successful completion of a professional practice, law and ethics examination; and
- (e) Demonstration of good character, through self-declaration plus peer recommendation.

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4.1.2 In conferring *Professional Membership* and the title PGeo, the Board of the *Institute of Geologists of Ireland* (the Board) requires successful completion by candidates of:

- (a) a primary degree in geology, geoscience, or equivalent approved by the Board;
- (b) not less than five years engagement in the science and *Practice of Geoscience* subsequent to the award of the degree in (a) and attainment of a position of professional responsibility;
- (c) Sponsorship by three Professional Members in good standing of the *Institute of Geologists of Ireland*;
- (d) Submission of two professional reports or publications, or three copies of a Professional Practice Report and a Professional Review of the completed application carried out by an Assessor; and
- (e) Successful completion of a validation interview with the Professional Validation Panel.

4.2 Eligibility for *Registration/Licensure* in the *Host Jurisdiction*

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

4.2.2 Applicants must, in addition to demonstrating that they are a *Registered/Licensed Geoscientist* currently in good standing in the *Home Jurisdiction*, fulfill 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 Geoscience*
 - i. In Canada, the examination is called the Professional Practice Examination. There may also be regional specific local practice examinations.
 - ii. In Ireland, the applicant must satisfy the *Institute of Geologists of Ireland* in an interview that he/she has the professional attributes for independent practice as a PGeo in Ireland, by:
 - a. Submission of two professional reports or publications, or a Professional Practice Report.

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- b. Demonstrating an appreciation and knowledge of:
 - i. IGI's Code of Ethics
 - ii. IGI's Continuing Professional Development requirements;
 - iii. Health and Safety in the Workplace requirements.

 - (b) demonstrate one year of Canadian or Canadian equivalent professional experience to enable *Registration/Licensure* in a *Reciprocating Jurisdiction* or one year of Irish or Irish equivalent professional experience to enable *Registration* in Ireland;
 - (c) demonstrate proficiency in the language of business (English or French) to enable *Registration/Licensure* in a *Reciprocating Jurisdiction* or demonstrate proficiency in the English language to enable *Registration* in Ireland;
 - (d) agree to:
 - i. abide by the acts, 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 and conduct standards of the *Host Jurisdiction*;
 - (e) declare any previous applications for *Registration/Licensure* to the *Host Jurisdiction*;
 - (f) Disclose sanctions related to the *Practice of Geoscience* in *Home, Host* and any other *Jurisdiction* respectively (see 6.2) and any criminal or statutory conviction; and
 - (g) Complete an application form and pay requisite fees.
- 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

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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 *Geoscientists Canada* agrees to submit this Agreement to the *Jurisdictions* within its purview and to use its best efforts to obtain ratification of this Agreement and its timely implementation. *Geoscientists Canada* will provide to the *Institute of Geologists of Ireland* 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.
- 5.3 Notwithstanding the provisions of this Agreement facilitating *Registration/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/Licensure* procedures.
- 5.4 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*.

6 DISCIPLINE AND ENFORCEMENT

- 6.1 Both the *Institute of Geologists of Ireland* 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 Geoscience* 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*.

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6.4 A *Jurisdiction* shall take appropriate action, subject to its own rules of procedure and the principles of due process, related to a sanction(s) 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 or any other legal requirements of a *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.

8.3 Under this Agreement, the *Signatories* will report annually any sanctions applied to *Professional Geoscientists / Professional Geologists* in the Home *Jurisdiction* to the Host *Jurisdiction* in relation to the *Practice of Geoscience*.

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 as appropriate.

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*



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withdraws, the Agreement shall remain in force for the remaining *Reciprocating Jurisdictions*.

- 10.4 The *Implementation Schedule* shall be amended subsequent to the withdrawal of a *Reciprocating Jurisdiction* from this Agreement.

EXECUTED this 1st day of May, 2013

Canadian Council of Professional Geoscientists
(operating as Geoscientists Canada)

Tim Corkery, P.Geo.
President

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The Institution of Geologists of Ireland
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