



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

1 PARTICIPANTS

- 1.1 The Institution of Engineers of Ireland (Engineers Ireland) is the national organisation that has the sole power to grant the title Chartered Engineer in Ireland.
- 1.2 The Canadian Council of Professional Engineers (Engineers Canada) is the national organization of the provincial and territorial Associations/Ordre that regulates 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 applies only to:
Chartered Engineers of Engineers Ireland who have been granted this title following successful completion of the normal professional review process, including the submission of an Initial Professional Development Report/Essays and participating in the professional interview, as described in the Engineers Ireland publication, "Regulations for the title of Chartered Engineer",

And to

Registered/Licensed Engineers (see Section 3 Definitions) who have been licensed in Canada following successful completion of the normal licensure process, including a review of academic and experience qualifications, of any participating province or territory in Canada.

- 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 only to members of a Reciprocating Jurisdiction or members of Engineers Ireland. Nothing in this Agreement shall apply to individual practice or malpractice disputes.

3 DEFINITIONS

"Accredited Engineering Program" means an engineering education program accredited by CEAB or by Engineers Ireland. Both CEAB and Engineers Ireland 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.

"Engineers Canada" is the business name of the Canadian Council of Professional Engineers.

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

"Engineers Ireland" is the operating name of the Institution of Engineers of Ireland.

"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 Ireland, 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 as a Chartered Engineer by Engineers Ireland through the normal professional review process or who has been granted Registration/Licensure as a Professional Engineer by any Reciprocating Jurisdiction and has been admitted according to detailed assessments carried out by the Home Jurisdiction and does not include applicants granted Qualification/Licensure through a third party mutual recognition agreement.

"Registration" means the process by which a person obtains the right to use the title 'Chartered Engineer'.

"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 Ireland or a Reciprocating Jurisdiction.

"Washington Accord" means the agreement between certain 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 Engineer, Engineers Ireland requires successful completion by candidates of:

- (a) An Engineers Ireland accredited or recognised engineering degree programme or a substantially equivalent academic formation
- (b) The normal review process to determine eligibility for independent practice as described in 2.2 above.

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.
 - i. In Canada, the exam is called the Professional Practice Examination. There may be regional specific local practice exams.
 - ii. In Ireland the applicant must satisfy Engineers Ireland in an interview, that he/she has the professional attributes for independent practice as a professional engineer in Ireland, including an understanding of:
 - Engineers Ireland Code of Ethics
 - Health, Safety and Welfare Legislation
 - Environmental Legislation
 - Engineering Codes of Practice.
- (b) Demonstrate one year of Canadian or Canadian equivalent experience to enable Registration/Licensure in a Reciprocating Jurisdiction.
- (c) Demonstrate satisfactory level of English/French language competency, in speaking and in writing to enable Registration/Licensure in a Reciprocating Jurisdiction or demonstrate satisfactory level of English language competency in Ireland.
- (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 agrees 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 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 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

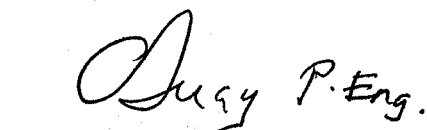
- 10.1 This Agreement will come into effect on execution.
- 10.2 The signatories shall, at least every five years, review and update the status of implementation and the effectiveness of the Agreement, and recommend changes.
- 10.3 A Signatory or any Reciprocating Jurisdiction may withdraw from the provisions 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 ²⁷..... day of ^{Feb}....., 2009.

**Canadian Council of Professional Engineers
(doing business as Engineers Canada)**

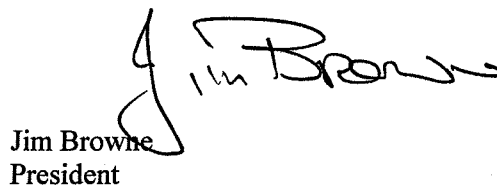


Dick Fletcher
President

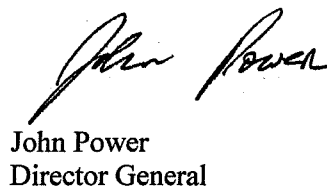


Chantal Guay
Chief Executive Officer

**The Institution of Engineers of Ireland
(operating as Engineers Ireland)**



Jim Browne
President



John Power
Director General