

# **COMPETENCE AGREEMENTS**

**INTERNATIONAL PROFESSIONAL ENGINEERS AGREEMENT**

**APEC ENGINEER AGREEMENT**

**INTERNATIONAL ENGINEERING TECHNOLOGIST AGREEMENT**

**INTERNATIONAL AGREEMENT FOR ENGINEERING  
TECHNICIANS**

**VERSION 1**

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# INTERNATIONAL ENGINEERING ALLIANCE: AGREEMENTS RECOGNISING COMPETENCE FOR INDEPENDENT PRACTICE

1. INTERNATIONAL PROFESSIONAL ENGINEERS AGREEMENT (IPEA)
2. APEC ENGINEER AGREEMENT(APECEA)
3. INTERNATIONAL ENGINEERING TECHNOLOGIST AGREEMENT (IETA)
4. INTERNATIONAL ENGINEERING TECHNICIAN AGREEMENT (IETecha) (NOT YET ACTIVE)

The International Professional Engineers Agreement (IPEA), International Engineering Technologist Agreement (IETA ), and the APEC Engineer Competence Agreement(APECEA ) are three multi-lateral agreements between groups of jurisdictional agencies responsible for the oversight or operation of national registration or licensure schemes. These jurisdictional agencies have chosen to work collectively to establish a common understanding of what constitutes competence in engineering at three levels: professional engineer, engineering technologist and engineering technician.

Three agreements formally commenced in date to be determined, superseding earlier agreements:

The International Professional Engineers Agreement (IPEA) supersedes the Engineers Mobility Forum which commenced in 1997. It provides for recognition of substantial equivalency of standards and quality assurance systems used to establish the competency of engineers for independent practice

The APEC Engineer Competence Agreement (APECEA) supersedes the APEC Engineer agreement which commenced in 2000. It provides for recognition of substantial equivalency of standards and quality assurance systems used to establish competency of engineers for independent practice within the APEC economies.

The International Engineering Technologist Agreement (IETA ) supersedes the Engineering Technologists Mobility Forum which commenced in 2001. It provides for recognition of substantial equivalency of standards and quality assurance systems used to establish competency of engineering technologists for independent practice

It is recognised that there may be a future need for an International Engineering Technician Agreement (IETechA ). This coordinated set of constitutional documents has been designed to include the necessary documentation, but leaving the commencement date and the initial membership undefined.

Members are committed to development and recognition of good practice in assessing competence for independent practice in engineering. The collective activities of the Members are intended to assist growing globalisation of shared understandings of what it means to be competent for independent practice in engineering at different competence levels. However, it is acknowledged that there are other approaches by other multi-jurisdictional groupings.

## FOUNDATION DOCUMENTS

This compendium of documents covers the international recognition frameworks at three levels:

**A. GOVERNANCE DOCUMENTS**  
(the Agreements themselves)

**B. RULES AND PROCEDURES**  
(requirements and protocols which expand the governance documents) – these are changeable according to a defined process after a notice period to all Authorised Members of any proposed change. This includes schedules of particular requirements applying to each agreement.

**C. GUIDELINES**  
(representing the "norm" of how things are done, within the context of the agreements, but which are not mandatory) – these are changeable according to a defined process after a notice period to all Authorised Members of any proposed change

Whilst governed independently of each other, the three Agreements have adopted the principle that where possible Rules and Procedures and Guidelines should be as similar as possible between the Agreements. This has led to the adoption of a common glossary, and led to a development of generic documents which apply to all Agreements unless a specific exception is stated. Accordingly, there is only one set of Rules and Procedures in Section B, and only one set of Guidelines in Section C.

# SECTION A: GOVERNANCE DOCUMENTS

## INTERNATIONAL PROFESSIONAL ENGINEERS AGREEMENT

### **1. PURPOSE OF THE INTERNATIONAL PROFESSIONAL ENGINEERS AGREEMENT (IPEA)**

- 1.1 The Authorised Members of the International Professional Engineers Agreement aim to establish an international benchmark competence standard for individuals undertaking independent practice in professional engineering, and a framework for the recognition of substantial equivalence of standards and quality assurance systems.
- 1.2 Assurance of substantial equivalence will be established and maintained through continuing periodic review of each other's standards and systems.
- 1.3 Assurance of substantial equivalence through this agreement may enhance mutual exemption between jurisdictions by leading to opportunities to streamline processes and procedures for the recognition of competent individuals in other jurisdictions.
- 1.4 This Agreement, together with the transitional provisions, provides a framework within which appropriate Rules, Procedures and Guidelines can be developed to give effect to the overarching agreement.

### **2. TERMS OF AGREEMENT**

- 2.1 The Authorised Members shall establish and maintain a benchmark competence standard to further the purpose of this agreement and this standard shall be attached as a schedule to the agreement (Schedule 1). The benchmark competence standard shall include elements covering the following areas:
  - an overall level of academic achievement as a requirement of registration, licensure or other equivalent recognition which is not less than substantially equivalent to that of a graduate holding an engineering degree accredited by an organisation holding full signatory status of, and acting in accordance with the terms of, the Washington Accord; and
  - the professional engineering competence for independent practice ; and
  - a prescribed minimum period of practical experience since graduation; and
  - a prescribed minimum period in responsible charge of significant engineering work;and
  - sufficient continuing professional development to maintain the currency of knowledge and skills; and
  - ethical responsibility in practice; and
  - accountability for personal actions and decisions as a professional engineer.

- 2.2 Each Authorised Member is obliged to create or have created a list of all those persons on their jurisdictional register or registers who:
- meet the bench mark competence standard through assessment within their own jurisdiction and
  - have agreed to be bound by a code of ethics that is consistent with any template adopted by the International Engineering Alliance for codes of ethical conduct
  - are willing to be identified in this manner and meet any costs involved, and
  - have met any additional requirement that the Authorised Member deems necessary to ensure the substantial equivalence of standards, and to comply with any jurisdictional legislation or regulatory constraints

Each Authorised Member shall identify the list or lists created as its jurisdictional section of the International Professional Engineers register.

- 2.3 Those listed on jurisdictional sections of the International Professional Engineers register shall be entitled to use the title International Professional Engineer (IntPE) provided that in doing so they follow any protocols established in the Rules and Procedures.
- 2.4 The Authorised Members will undertake periodic review of each other's standards, policies and quality assurance systems to ensure the substantial equivalence of the requirements for the formation and continued operation of the jurisdictional section of the International Professional Engineers register, including the requirement to demonstrate the competence for independent practice as a requirement of registration, licensure or other equivalent recognition within the jurisdiction.
- 2.5 The Authorised Members undertake to the extent that is reasonably possible to promote the International Professional Engineers Register as a benchmark standard of competence for independent practice in professional engineering.
- 2.6 Authorised Members undertake that in dealing with applications for registration in their own jurisdiction, the extent of further assessment of those persons appearing on any section of the International Professional Engineers Register should be limited to the minimum reasonably necessary to establish confidence that the specific jurisdictional registration, licensure or other recognition scheme requirements are met, which may include:
- Establishing the applicant is conversant with and able to practise proficiently in the context of jurisdictional legislation, regulation, codes of practices standards,
  - Establishing that the applicant is currently competent in professional engineering practice to the extent required to meet local jurisdictional needs,
  - Establishing that the applicant can communicate effectively in working within the jurisdiction.

Over a period of time, each Authorised Member undertakes to develop and implement suitable means within their jurisdiction to give effect to this obligation., Taking into account differences between registration, licensure or other recognition schemes, it is acknowledged that the means may vary between jurisdictions particularly those in which the Authorised Member is a federation of professional regulatory authorities.

- 2.7 Sharing of best practice, and lessons from unsatisfactory experiences, assists all registration or licensing bodies across a range of jurisdictions. In this context it is agreed that:
- the Members will identify, and encourage the implementation of, best practice, as agreed from time to time amongst themselves, for the assessment of competence for independent practice in professional engineering;
  - The Members shall continue information exchange by whatever means are considered most appropriate, including regular communication and sharing of information, invitations to observe assessment processes and systems and invitations to observe meetings of any boards and / or commissions responsible for decision making in respect of individual cases, and establishment of standards, processes or systems.
- 2.8 The admission of new Authorised Members to the Agreement will require the approval of at least two-thirds of the existing Authorised Members and will be preceded by a prescribed period of Provisional Membership, normally two to four years, during which the criteria and procedures established by the applicant, and the manner in which those procedures and criteria are implemented, will be subject to comprehensive evaluation. Applicants for Provisional Member must be nominated by two of the existing Authorised Members.
- 2.9 With the agreement of two-thirds of all other Authorised Members an Authorised Member may be temporarily transferred to Conditional Membership whilst that Member is unable to meet the obligations and terms of the Agreement.
- 2.10 Authorised Members may be a representative of a federation of professional regulatory authorities, in which case it is recognised that the extent to which that Authorised Member can meet its obligations may be limited by the need to meet legislative obligations of one or more of the professional authorities of the federation.
- 2.11 If any obligation on an Authorised Member under this Agreement is not consistent with any specific legislative obligation on that Member in its own jurisdiction the Authorised Member shall notify the other Authorised Members in order to be exempted from the relevant obligation under this Agreement.
- 2.12 This agreement, of itself, is not recognized by the Authorized Members as a mutual recognition agreement in order to facilitate the registration, licensure or other equivalent recognition of professional engineers between specific jurisdictions.
- 2.13 Any Member may withdraw from the Agreement by giving at least twelve months notice to the Committee.
- 2.14 Removal of any Member will require a resolution supported by at least two-thirds of the Authorised Members. No such removal will, of itself, affect any benefit granted prior to that cessation by other Authorised Members, to any person, on the basis of this Agreement.
- 2.15 Appropriate Rules and Procedures will be established by the Authorised Members to ensure that this Agreement can be implemented in a satisfactory and expeditious manner. The adoption of, or amendment to, such Rules and Procedures will proceed only through a positive vote by at least two-thirds of the Authorised Members. In addition there may be agreed guidelines.
- 2.16 There shall be biennial General Meetings of the representatives of the Authorised Members to review the Rules and Procedures, effect such amendments as may be

considered necessary, and deal with applications for Provisional Membership, and for admission as an Authorised Member. Mid-term or Special Meetings may be held if the Authorised Members so agree.

- 2.17 The administration of the Agreement will be facilitated by a Committee consisting of a Chair and a Deputy Chair appointed in accordance with the Rules made pursuant to this Agreement. The Committee shall be assisted by an administrative secretariat.
- 2.18 All Authorised Members, Conditional Members and Provisional Members must undertake to contribute to the shared costs of maintaining the Agreement and secretariat, and each shall be responsible for meeting its own costs of participation.
- 2.19 The Agreement will remain in effect for so long as it is acceptable and desirable to the Authorised Members.

### **3. COMMENCEMENT DATE**

- 3.1 The commencement date of this Agreement shall be 1 January 2013

### **4. MEMBERSHIP**

- 4.1 Three classes of Membership are recognised - Authorised Members who enjoy full rights under this agreement, Conditional Members which have their rights temporarily reduced or suspended, and Provisional Members which have rights reflecting they are progressing towards making application for Authorised Membership.
- 4.2 Schedule 2 to this agreement is a schedule of members. This schedule shall be automatically updated as member's status changes.

### **5. CHANGES TO AGREEMENT**

- 5.1 Changes to this Agreement (excluding the schedules) shall require the unanimous approval of all Authorised Members. Changes to Schedule 1 shall require two thirds majority approval of all Authorised Members . Schedule 2 shall be updated as set out in clause 4.2.
- 5.2 Approval shall originally be determined by a vote, but then signified by the written signature of each Member's representative to a document to be regarded as an addendum to the Agreement. Until all Authorised Members present at the time of the vote have signed the change shall be inoperative. Authorised Members voting by proxy may sign at a later time and this will not delay the implementation of the change.
- 5.3 It is accepted that where an Authorised Member is a representative of a federation of professional regulatory authorities a ratification process may be required prior to signature by the representative.
- 5.4 Proposals for change may be made by one or more Authorised Members, but must be provided to the Committee and secretariat in full at least 120 days in advance of the Meeting at which they are to be discussed. The secretariat must circulate the proposals to all Authorised, Conditional and Provisional Members at least 90 days prior to the meeting.
- 5.5 If further revisions to the proposal are suggested during a Meeting of the Agreement, and if in the view of at least two Authorised Members the changes affect the intention or substance of the proposal, any Authorised Member may require that the matter be



deferred, requiring a further 120 days notice before the revised proposal can be further considered.

- 5.6 Any Authorised Member unable to be present may provide to the Chair of the Agreement a written proxy either approving or not approving the revised proposal. In the event that further changes to the written proposal are suggested a written proxy will be declared as a vote against the revised proposal.
- 5.7 In the event of not more than one Authorised Member being unable to be present or unable to vote in person or by proxy the meeting may proceed as if all Members are present and any unanimous vote at that meeting will be considered as a unanimous vote of all Authorised Members

## **6. TRANSITIONAL PROVISIONS**

- 6.1 These transitional arrangements are not part of the enduring Agreement but shall apply for as long as are required.
- 6.2 Every Full Member of the Engineers Mobility Forum at the date of implementation of this Agreement shall automatically become an Authorised Member of the International Professional Engineers Agreement.
- 6.3 Any Member who, at the date of transfer, held only interim authorisation to run a register shall retain full voting rights for four years. If the Member has not gained full authorisation to run a register during this period the Member shall revert to the status of a Conditional Member unless two thirds of the other Authorised Members otherwise decide in a particular case,
- 6.4 The schedule for review of Authorised Members under the Engineers Mobility Forum shall transfer to the IPEA and be applied on a continuing basis. Reviews initiated within four years from the commencement date of this agreement may be conducted according to the IPEA and the Rules established under the Agreement, or by the procedures previously agreed by the Engineers Mobility Forum prior to the commencement of this Agreement.
- 6.5 Members of the Engineers Mobility Forum transferred to Conditional Membership shall be evaluated for transfer to Authorised Member under the Rules of the IPEA as soon as reasonably possible on application of that member
- 6.6 Every Provisional Member of the Engineers Mobility Forum at the date of implementation of this Agreement shall automatically become a Provisional Member of the International Professional Engineers Agreement, and shall be entitled to proceed to Authorised Member by satisfying the criteria set by the Engineers Mobility Forum at the date of its admission as a Provisional Member.
- 6.7 The admission of any Provisional Member transferred from the Engineers Mobility Forum after the date of this Agreement shall be according to the terms of the IPEA, and the Rules established under the Agreement.

# IPEA SCHEDULE 1

## IPEA–SPECIFIC REQUIREMENTS

### 1. BENCHMARK COMPETENCE STANDARD

To meet the IPEA standard a candidate shall demonstrate

- an overall level of academic achievement as a requirement of registration, licensure or other equivalent recognition as defined in the agreement; and
- the professional engineering competence for independent practice as exemplified by the International Engineering Alliance competency profile; and
- a minimum period of seven years practical experience since graduation; and
- including a minimum period of two years in responsible charge of significant engineering work

Further guidelines to assist interpretation of this standard may be provided in the Rules and Procedures to this Agreement.

### 2. EQUIVALENCE OF ACADEMIC ACHIEVEMENT

For Authorised Membership of the Agreement, if the organization accrediting engineering degrees in a jurisdiction holds signatory status of the Washington Accord, the above-mentioned requirement for the academic achievement will be deemed to have been met in full.

For Provisional Membership only of the Agreement, if the organization accrediting engineering degrees does not hold signatory status of the Washington Accord, this requirement will be deemed to have been met if the practitioners have engineering qualifications, which are covered by the following:

- a. an engineering degree programme at the appropriate level –
  - (i) delivered and accredited in accordance with the best practice guidelines developed by the Federation of Engineering Institutions of Asia and the Pacific; or
  - (ii) listed in the Index compiled by the Federation Européenne d'Associations Nationales d'Ingénieurs (FEANI); or
- b. an appropriate engineering degree programme validated by –
  - (i) the *Engineer-in-Training* examination set by the Institution of Professional Engineers Japan (formerly: the Japan Consulting Engineers Association); or

- (ii) the combined *Fundamentals of Engineering* and *Principles and Practices of Engineering* examinations set by the United States National Council of Examiners in Engineering and Surveying; or
- (iii) a structured programme of engineering education accredited by an agency independent of the education provider, and/or one or more written examinations set by an authorised body within an jurisdiction, provided that the accreditation procedures and criteria and/or the examination standards have been endorsed by all Authorised Members.

# IPEA SCHEDULE 2

List of members

## **List of Authorised Members transferred to this agreement from the Engineers Mobility Forum**

Engineers Australia (formally IEAust) (October 1997)

Engineers Canada (formally CCPE) (October 1997)

Engineers Ireland (formally IEI) (October 1997)

The Engineering Council of South Africa (October 1997)

The Hong Kong Institution of Engineers (October 1997)

The Institution of Professional Engineers, New Zealand (October 1997)

The Institution of Engineers, Malaysia (November 1999)

## **List of Authorised Members with Interim Authorisation**

The Chinese Institute of Engineers (June 2009)

The Engineering Council, United Kingdom (October 1997)

The Institution of Engineers, Singapore (June 2007)

The Institution of Engineers, Sri Lanka (June 2007)

The Institution of Engineers (India) (June 2009)

The United States Council for International Engineering Practice (October 1997)

The Institution of Professional Engineers, Japan (November 1999)

The Korean Professional Engineers Association (June 2000)

## **List of Conditional Members transferred to this agreement from the Engineers Mobility Forum**

Nil

## **List of Provisional Members transferred to this agreement from the Engineers Mobility Forum**

The Bangladesh Professional Engineers Registration Board (June 2003)

The Pakistan Engineering Council (2011)

# APEC ENGINEERS AGREEMENT(APECEA)

## 1. PURPOSE AND CONTEXT OF THE APEC ENGINEERS AGREEMENT (APEC EA)

- 1.1 The Authorised Members of the APEC Engineers Agreement aim to establish an international benchmark competence standard for individuals undertaking independent practice in professional engineering, and a framework for the recognition of substantial equivalence of standards and quality assurance systems.
- 1.2 Assurance of substantial equivalence will be established and maintained through continuing periodic review of each other's standards and systems.
- 1.3 Assurance of substantial equivalence through this agreement may enhance mutual exemption between jurisdictions by leading to opportunities to streamline processes and procedures for the recognition of competent individuals in other jurisdictions.
- 1.4 This Agreement, together with the transitional provisions, provides a framework within which appropriate Rules, Procedures and Guidelines can be developed to give effect to the overarching agreement. In recognition of the origins of the APEC Engineer Agreement, the jurisdiction of each Authorised Member is an APEC economy, and each Authorised Member shall be constituted in a manner satisfactory to the government of the economy. The term Authorised Member is taken to be synonymous with the previous term Monitoring Committee, and the Authorised Members acting collectively under this agreement are synonymous with the previous APEC Engineer Coordinating Committee

## 2. TERMS OF AGREEMENT

- 2.1 The Authorised Members shall establish and maintain a benchmark competence standard to further the purpose of this agreement and this standard shall be attached as a schedule to the agreement (Schedule 1). The benchmark competence standard shall include elements covering the following areas:
  - an overall level of academic achievement as defined in Schedule 1 to this agreement; and
  - the professional engineering competence for independent practice ; and
  - a prescribed minimum period of practical experience since graduation; and
  - a prescribed minimum period in responsible charge of significant engineering work; and
  - sufficient continuing professional development to maintain the currency of knowledge and skills, and
  - ethical responsibility in practice; and
  - accountability for personal actions and decisions as a professional engineer.

- 2.2 Each Authorised Member is obliged to create or have created a list of all those persons on their jurisdictional register or registers who:
- meet the bench mark competence standard through assessment within their own jurisdiction and
  - have agreed to be bound by a code of ethics that is consistent with any template adopted by the International Engineering Alliance for codes of ethical conduct
  - are willing to be identified in this manner and meet any costs involved, and
  - have met any additional requirement that the Authorised Member deems necessary to ensure the substantial equivalence of standards and to comply with any jurisdictional legislation or regulatory constraints.

Each Authorised Member shall identify the list or lists created as its jurisdictional section of the APEC Engineers register. Each person included may be identified with one or more recognised engineering disciplines, selected from a list approved by Authorised Members.

- 2.3 Those listed on jurisdictional sections of the APEC Engineers register shall be entitled to use the title APEC Engineer provided that in doing so they follow any protocols established in the Rules and Procedures.
- 2.4 The Authorised Members will undertake periodic review of each other's standards, policies and quality assurance systems to ensure the substantial equivalence of the requirements for the formation and continued operation of the jurisdictional section of the APEC Engineers register, including the requirement to demonstrate the competence for independent practice as a requirement of registration, licensure or other equivalent recognition within the jurisdiction.
- 2.5 The Authorised Members undertake to the extent that is reasonably possible to promote the APEC Engineers Register as a benchmark standard of competence for independent practice in professional engineering.
- 2.6 Authorised Members undertake to the extent possible that in dealing with applications for registration in their own jurisdiction, the extent of further assessment of those persons appearing on any section of the APEC Engineers Register should be limited to the minimum reasonably necessary to establish confidence that the specific jurisdictional registration, licensure or other recognition scheme requirements are met, which may include:
- Establishing the applicant is conversant with and able to practise proficiently in the context of jurisdictional legislation, regulation, codes of practices and standards,
  - Establishing that the applicant is currently competent in professional engineering practice to the extent required to meet local jurisdictional needs.
  - Establishing that the applicant can communicate effectively in working within the jurisdiction.

Over a period of time, each Authorised Member undertakes to develop and implement suitable means within their jurisdiction to give effect to this obligation. Taking into account differences between registration, licensure or other recognition schemes, it is acknowledged that the means may vary between jurisdictions particularly those in which the Authorised Member is a federation of professional regulatory authorities.

- 2.7 Sharing of best practice, and lessons from unsatisfactory experiences, assists all registration or licensing bodies across a range of jurisdictions. In this context it is agreed that:
- the Members will identify, and encourage the implementation of, best practice, as agreed from time to time amongst themselves, for the assessment of competence for independent practice in professional engineering;
  - The Members shall continue information exchange by whatever means are considered most appropriate, including regular communication and sharing of information, invitations to observe assessment processes and systems and invitations to observe meetings of any boards and / or commissions responsible for decision making in respect of individual cases, and establishment of standards, processes or systems.
- 2.8 The admission of new Authorised Members to the Agreement will require the approval of at least two-thirds of the existing Authorised Members and will be preceded by a prescribed period of Provisional Membership, normally two to four years, during which the criteria and procedures established by the applicant, and the manner in which those procedures and criteria are implemented, will be subject to comprehensive evaluation. Applicants for Provisional Member must be from an economy within the Asia Pacific Economic Cooperation (APEC) region and must be nominated by two of the existing Authorised Members
- 2.9 With the agreement of two-thirds of all other Authorised Members an Authorised Member may be temporarily transferred to Conditional Membership whilst that Member is unable to meet the obligations and terms of the Agreement.
- 2.10 Authorised Members may be a representative of a federation of professional regulatory authorities, in which case it is recognised that the extent to which that Authorised Member can meet its obligations may be limited by the need to meet legislative obligations of one or more of the professional authorities of the federation.
- 2.11 If any obligation on an Authorised Member under this Agreement is not consistent with any specific legislative obligation on that Member in its own jurisdiction the Authorised Member shall notify the other Authorised Members in order to be exempted from the relevant obligation under this Agreement.
- 2.12 This agreement, of itself, is not recognized by the Authorized Members as a mutual recognition agreement in order to facilitate the registration, licensure or other equivalent recognition of professional engineers between specific jurisdictions.
- 2.13 Any Member may withdraw from the Agreement by giving at least twelve months notice to the Committee.
- 2.14 Removal of any Member will require a resolution supported by at least two-thirds of the Authorised Members. No such removal will, of itself, affect any benefit granted prior to that cessation by other Authorised Members, to any person, on the basis of this Agreement.
- 2.15 Appropriate Rules and Procedures will be established by the Authorised Members to ensure that this Agreement can be implemented in a satisfactory and expeditious manner. The adoption of, or amendment to, such Rules and Procedures will proceed only through a positive vote by at least two-thirds of the Authorised Members. In addition there may be agreed guidelines.

- 2.16 There shall be biennial General Meetings of the representatives of the Authorised Members to review the Rules and Procedures, effect such amendments as may be considered necessary, and deal with applications for Provisional Membership, and for admission as an Authorised Member. Mid-term or Special Meetings may be held if the Authorised Members so agree.
- 2.17 The administration of the Agreement will be facilitated by a Committee consisting of a Chair and a Deputy Chair appointed in accordance with the Rules made pursuant to this Agreement. The Committee shall be assisted by an administrative secretariat.
- 2.18 All Authorised Members, Conditional Members and Provisional Members must undertake to contribute to the shared costs of maintaining the Agreement and secretariat, and each shall be responsible for meeting its own costs of participation.
- 2.19 The Agreement will remain in effect for so long as it is acceptable and desirable to the Authorised Members.

### **3. COMMENCEMENT DATE**

- 3.1 The commencement date of this Agreement shall be 1 January 2013.

### **4. MEMBERSHIP**

- 4.1 Three classes of Membership are recognised - Authorised Members who enjoy full rights under this agreement, Conditional Members which have their rights temporarily reduced or suspended, and Provisional Members which have rights reflecting they are progressing towards making application for Authorised Membership.
- 4.2 Schedule 2 to this agreement is a schedule of member economies and representative bodies. This schedule shall be automatically updated as member's status changes.

### **5. CHANGES TO AGREEMENTS**

- 5.1 Changes to this Agreement shall require the approval of two thirds of all Authorised Members. Schedule 2 shall be updated as set out in clause 4.2.
- 5.2 Approval shall originally be determined by a vote, but then signified by the written signature of each Member's representative to a document to be regarded as an addendum to the Agreement. Until all Authorised Members present at the time of the vote have signed in this manner the change shall be inoperative. Authorised Members voting by proxy may sign at a later time and this will not delay the implementation of the change.
- 5.3 It is accepted that where an Authorised Member is a representative of a federation of professional regulatory authorities a ratification process may be required prior to signature by the representative.
- 5.4 Proposals for change may be made by one or more Authorised Members, but must be provided to the Committee and secretariat in full at least 120 days in advance of the Meeting at which they are to be discussed. The secretariat must circulate the proposals to all Authorised, Conditional and Provisional Members at least 90 days prior to the meeting.
- 5.5 If further revisions to the proposal are suggested during a Meeting of the Agreement, and if in the view of at least two Authorised Members the changes affect the intention or substance of the proposal, any Authorised Member may require that the matter be



deferred, requiring a further 120 days notice before the revised proposal can be further considered.

- 5.6 Any Authorised Member unable to be present may provide to the Chair of the Agreement a written proxy either approving or not approving the revised proposal. In the event that further changes to the written proposal are suggested a written proxy will be declared as a vote against the revised proposal.
- 5.7 In the event of not more than one Authorised Member being unable to be present or unable to vote in person or by proxy the meeting may proceed as if all Members are present and any unanimous vote at that meeting will be considered as a unanimous vote of all Authorised Members

## **6. TRANSITIONAL PROVISIONS**

- 6.1 These transitional arrangements are not part of the enduring Agreement but shall apply for as long as are required.
- 6.2 Every Member of the APEC Engineer Agreement at the date of implementation of this Agreement shall automatically become an Authorised Member of the APEC Engineers Recognition Framework.
- 6.3 Each Authorised Member transferred under clause 6.2 shall be granted reasonable time to establish its jurisdictional section of the APEC Engineers register under the terms of the APEC EA . Unless the other Authorised Members otherwise decide in a particular case, the transitional time shall be two years.
- 6.4 The schedule for review of Authorised Members under the APEC Engineer Agreement shall transfer to the APEC EA and be applied on a continuing basis. Reviews initiated within four years from the commencement date of this agreement may be according to the APEC EA and the Rules established under the Agreement or according to the APEC Engineer Manual.

# APEC–EA SCHEDULE 1

## APEC EA – SPECIFIC REQUIREMENTS

### 1. BENCHMARK COMPETENCE STANDARD

To meet the APEC EA standard a candidate shall demonstrate

- an overall level of academic achievement as a requirement of registration, licensure or other equivalent recognition as defined in Clause 2 below; and
- the professional engineering competence for independent practice as exemplified by the International Engineering Alliance competency profile; and
- a minimum period of seven years practical experience since graduation; and
- including a minimum period of two years in responsible charge of significant engineering work

Further guidelines to assist interpretation of this standard may be provided in the Rules and Procedures to this Agreement.

### 2. EQUIVALENCE OF ACADEMIC ACHIEVEMENT

For the purposes of this Agreement, this requirement will be deemed to have been met if the practitioners have engineering qualifications, which are covered by the following:

- a. an engineering degree programme at the appropriate level–
  - (i) delivered and accredited in accordance with the best practice guidelines developed by the Federation of Engineering Institutions of Asia and the Pacific, or its predecessor, the Federation of Engineering Organisations of South East Asia and the Pacific; or
  - (ii) an engineering degree accredited by an organisation holding full membership of, and operating in accordance with the terms of, the Washington Accord; or
- b. an appropriate engineering degree programme validated by –
  - (i) the *Engineer-in-Training* examination set by the Institution of Professional Engineers Japan (formerly: the Japan Consulting Engineers Association); or

- (ii) the combined *Fundamentals of Engineering* and *Principles and Practices of Engineering* examinations set by the United States National Council of Examiners in Engineering and Surveying; or
  
- (iii) a structured programme of engineering education accredited by an agency independent of the education provider, and/or one or more written examinations set by an authorised body within an jurisdiction, provided that the accreditation procedures and criteria and/or the examination standards have been endorsed by all Authorised Members.

# APECEA SCHEDULE 2

## LIST OF MEMBERS

### List of Economies /Authorised Members transferred to this agreement from the APEC Engineers Agreement

**Australia** - Represented by Engineers Australia (2000)

**Canada** - Represented by Engineers Canada (2000)

**Chinese Taipei** - Represented by Chinese Institute of Engineers (2005)

**Hong Kong China** - Represented by The Hong Kong Institution of Engineers (2000)

**Indonesia** - Represented by Persatuan Insinyur Indonesia (Institution of Engineers) (2001)

**Japan** - Represented by Japan APEC Engineer Monitoring Committee (2000)

**Korea** - Represented by Korean Professional Engineers Association (2000)

**Malaysia** - Represented by Institution of Engineers Malaysia (2000)

**New Zealand** - Represented by Institution of Professional Engineers NZ (2000)

**Philippines** - Represented by Professional Regulatory Board (2003)

**Russian Federation** - Represented by Russian Association for Engineering Education (2010)

**Singapore** - Represented by Institution of Engineers Singapore (2005)

**Thailand** - Represented by Council of Engineers Thailand (2003)

**United States** - Represented by United States Council for International Engineering Practice (2001)

### List of Conditional Members transferred to this agreement from the APEC Engineers Agreement

Nil

### List of Provisional Members transferred to this agreement from the APEC Engineers Agreement

Nil

# INTERNATIONAL ENGINEERING TECHNOLOGISTS AGREEMENT (IETA )

## 1. PURPOSE OF THE INTERNATIONAL ENGINEERING TECHNOLOGISTS AGREEMENT (IETA)

- 1.1 The Authorised Members of the International Engineering Technologists Recognition Framework aim to establish an international benchmark competence standard and a framework for the recognition of substantial equivalence of standards and quality assurance systems. Assurance of substantial equivalence will be established and maintained through continuing periodic review of each other's standards and systems.
- 1.2 Assurance of substantial equivalence through this agreement may enhance mutual exemption between jurisdictions by leading to opportunities to streamline processes and procedures for the recognition of competent individuals in other jurisdictions.
- 1.3 This Agreement, together with the transitional provisions, provides a framework within which appropriate Rules, Procedures and Guidelines can be developed to give effect to the overarching agreement.

## 2. TERMS OF AGREEMENT

- 2.1 The Authorised Members shall establish and maintain a benchmark competence standard to further the purpose of this agreement and this standard shall be attached as a schedule to the agreement (Schedule 1). The benchmark competence standard shall include elements covering the following areas:
  - an overall level of engineering knowledge, exemplified by academic achievement, as a requirement of registration, licensure or other equivalent recognition which is not less than substantially equivalent to that of a graduate holding an engineering technology degree/diploma/certificate accredited by an organisation holding full signatory status of, and acting in accordance with the terms of, the Sydney Accord; and
  - the competence for independent practice in engineering technology; and
  - a prescribed minimum period of practical experience since graduation; and
  - a prescribed minimum period in responsible charge of engineering work
  - ; and
  - sufficient continuing professional development to maintain the currency of knowledge and skills,
  - understanding and acceptance of ethical responsibility in practice; and
  - accountability for personal actions and decisions as an engineering technologist.
- 2.2 Each Authorised Member is obliged to create or have created a list of all those persons on their jurisdictional register or registers who:

- meet the bench mark competence standard through assessment within their own jurisdiction and
- have agreed to be bound by a code of ethics that is consistent with the template adopted by the International Engineering Alliance for codes of ethical conduct
- are willing to be identified in this manner and meet any costs involved, and
- have met any additional requirement that the Authorised Member deems necessary to ensure the substantial equivalence of standards and to comply with any jurisdictional legislation or regulatory constraints.

Each Authorised Member shall identify the list or lists created as its jurisdictional section of the International Engineering Technologists register.

- 2.3 Those listed on jurisdictional sections of the International Engineering Technologists register shall be entitled to use the title International Engineering Technologist (IntET) provided that in doing so they follow any protocols established in the Rules and Procedures
- 2.4 The Authorised Members will undertake periodic review of each other's standards, policies and quality assurance systems to ensure the substantial equivalence of the requirements for the formation and continued operation of the jurisdictional section of the International Engineering Technologists register, including the requirement to demonstrate the competence for independent practice as a requirement of registration, licensure or other equivalent recognition within the jurisdiction.
- 2.5 The Authorised Members to the extent that is reasonably possible to promote the International Engineering Technologists Register as a benchmark standard of competence for independent practice in engineering technology.
- 2.6 Authorised Members undertake to the extent possible that in dealing with applications for registration in their own jurisdiction, the extent of further assessment of those persons appearing on any section of the International Engineering Technologists Register should be limited to the minimum reasonably necessary to establish confidence that the specific jurisdictional registration, licensure or other recognition scheme requirements are met, which may include:
- Establishing the applicant is conversant with and able to practise proficiently in the context of jurisdictional legislation, regulation, codes of practices and standards,
  - Establishing that the applicant is currently competent in the practice of engineering technology to the extent required to meet local jurisdictional needs.
  - Establishing that the applicant can communicate effectively in working within the jurisdiction.

Over a period of time, each Authorised Member undertakes to develop and implement suitable means within their jurisdiction to give effect to this obligation. Taking into account differences between registration, licensure or other recognition schemes, it is acknowledged that the means may vary between jurisdictions particularly those in which the Authorised Member is a federation of professional regulatory authorities.

- 2.7 Sharing of best practice, and lessons from unsatisfactory experiences, assists all registration or licensing bodies across a range of jurisdictions. In this context it is agreed that:

- the Members will identify, and encourage the implementation of, best practice, as agreed from time to time amongst themselves, for the assessment of competence for independent practice in engineering technology;
  - The Members shall continue information exchange by whatever means are considered most appropriate, including regular communication and sharing of information, invitations to observe assessment processes and systems and invitations to observe meetings of any boards and / or commissions responsible for decision making in respect of individual cases, and establishment of standards, processes or systems.
- 2.8 The admission of new Authorised Members to the Agreement will require the approval of at least two-thirds of the existing Authorised Members and will be preceded by a prescribed period of Provisional Membership, normally two to four years, during which the criteria and procedures established by the applicant, and the manner in which those procedures and criteria are implemented, will be subject to comprehensive evaluation. Applicants for Provisional Member must be nominated by two of the existing Authorised Members.
- 2.9 With the agreement of two-thirds of all other Authorised Members an Authorised Member may be temporarily transferred to Conditional Membership whilst that Member is unable to meet the obligations and terms of the Agreement.
- 2.10 Authorised Members may be a representative of a federation of professional regulatory authorities, in which case it is recognised that the extent to which that Authorised Member can meet its obligations may be limited by the need to meet legislative obligations of one or more of the professional authorities of the federation.
- 2.11 If any obligation on an Authorised Member under this Agreement is not consistent with any specific legislative obligation on that Member in its own jurisdiction the Authorised Member shall notify the other Authorised Members in order to be exempted from the relevant obligation under this Agreement.
- 2.12 This agreement, of itself, is not recognized by the Authorized Members as a mutual recognition agreement in order to facilitate the registration, licensure or other equivalent recognition of engineering technologists between specific jurisdictions.
- 2.13 Any Member may withdraw from the Agreement by giving at least twelve months notice to the Committee.
- 2.14 Removal of any Member will require a resolution supported by at least two-thirds of the Authorised Members. No such removal will, of itself, affect any benefit granted prior to that cessation by other Authorised Members, to any person, on the basis of this Agreement.
- 2.15 Appropriate Rules and Procedures will be established by the Authorised Members to ensure that this Agreement can be implemented in a satisfactory and expeditious manner. The adoption of, or amendment to, such Rules and Procedures will proceed only through a positive vote by at least two-thirds of the Authorised Members. In addition there may be agreed guidelines.
- 2.16 There shall be biennial General Meetings of the representatives of the Authorised Members to review the Rules and Procedures, effect such amendments as may be considered necessary, and deal with applications for Provisional Membership, and for admission as an Authorised Member. Mid-term or Special Meetings may be held if the Authorised Members so agree.

- 2.17 The administration of the Agreement will be facilitated by a Committee consisting of a Chair and a Deputy Chair appointed in accordance with the Rules made pursuant to this Agreement. The Committee shall be assisted by an administrative secretariat.
- 2.18 All Authorised Members and Provisional Members must undertake to contribute to the shared costs of maintaining the Agreement and secretariat, and each shall be responsible for meeting its own costs of participation.
- 2.19 The Agreement will remain in effect for so long as it is acceptable and desirable to the Authorised Members.

### **3. COMMENCEMENT DATE**

- 3.1 The commencement date of this Agreement shall be 1 January 2013

### **4. MEMBERSHIP**

- 4.1 Three classes of Membership are recognised - Authorised Members who enjoy full rights under this agreement, Conditional Members which have their rights temporarily reduced or suspended, and Provisional Members which have rights reflecting they are progressing towards making application for Authorised Membership.
- 4.2 Schedule 2 to this agreement is a schedule of member economies and representative bodies. This schedule shall be automatically updated as member's status changes.

### **5. CHANGES TO AGREEMENT**

- 5.1 Changes to this Agreement (excluding the schedules) shall require the unanimous approval of all Authorised Members. Changes to Schedule 1 shall require two thirds majority approval of all Authorised Members . Schedule 2 shall be updated as set out in clause 4.2.
- 5.2 Approval shall originally be determined by a vote, but then signified by the written signature of each Member's representative to a document to be regarded as an addendum to the Agreement. Until all Authorised Members present at the time of the vote have signed the change shall be inoperative. Authorised Members voting by proxy may sign at a later time and this will not delay the implementation of the change.
- 5.3 It is accepted that where an Authorised Member is a representative of a federation of professional regulatory authorities a ratification process may be required prior to signature by the representative.
- 5.4 Proposals for change may be made by one or more Authorised Members, but must be provided to the Committee and secretariat in full at least 120 days in advance of the Meeting at which they are to be discussed. The secretariat must circulate the proposals to all Authorised, Conditional and Provisional Members at least 90 days prior to the meeting.
- 5.5 If further revisions to the proposal are suggested during a Meeting of the Agreement, and if in the view of at least two Authorised Members the changes affect the intention or substance of the proposal, any Authorised Member may require that the matter be deferred, requiring a further 120 days notice before the revised proposal can be further considered.
- 5.6 Any Authorised Member unable to be present may provide to the Chair of the Agreement a written proxy either approving or not approving the revised proposal. In



the event that further changes to the written proposal are suggested a written proxy will be declared as a vote against the revised proposal.

- 5.7 In the event of not more than one Authorised Member being unable to be present or unable to vote in person or by proxy the meeting may proceed as if all Members are present and any unanimous vote at that meeting will be considered as a unanimous vote of all Authorised Members

## **6. TRANSITIONAL PROVISIONS**

- 6.1 These transitional arrangements are not part of the enduring Agreement but shall apply for as long as are required.
- 6.2 Every Full Member of the Engineering Technologist Mobility Forum at the date of implementation of this Agreement shall automatically become an Authorised Member of the International Engineering Technologists Recognition Agreement.
- 6.3 Any Member who, at the date of transfer, held only interim authorisation to run a register shall retain full voting rights for four years. If the Member has not gained full authorisation to run a register during this period the Member shall revert to the status of a Conditional Member unless two thirds of the other Authorised Members otherwise decide in a particular case,
- 6.4 The schedule for review of Authorised Members under the Engineering Technologist Mobility Forum shall transfer to the IETA and be applied on a continuing basis. Reviews initiated within four years from the commencement date of this Agreement being according to the IETA and the Rules established under the Agreement or by procedures previously agreed by the Engineering Technologist Mobility Forum. Members of the Engineering Technologist Mobility Forum transferred to Conditional Membership shall be evaluated for transfer to Authorised Member under the Rules of the IETA as soon as reasonably possible.
- 6.5 Members of the Engineering Technologist Mobility Forum transferred to Conditional Membership shall be evaluated for transfer to Authorised Member under the Rules of the IETA as soon as reasonably possible on application of that member
- 6.6 Every Provisional Member of the Engineering Technologist Mobility Forum at the date of implementation of this Agreement shall automatically become a Provisional Member of the International Engineering Technologists Agreement, and shall be entitled to proceed to Authorised Member by satisfying the criteria set by the Engineering Technologist Mobility Forum at the date of its admission as a Provisional Member..
- 6.7 The admission of any Provisional Member transferred from the Engineering Technologists Mobility Forum after the date of this Agreement shall be according to the terms of the IETA , and the Rules established under the Agreement.

# IETA SCHEDULE 1

## IETA SPECIFIC REQUIREMENTS

### 1. BENCHMARK COMPETENCE STANDARD

To meet the IETA standard a candidate shall demonstrate

- an overall level of engineering knowledge, exemplified by academic achievement, as a requirement of registration, licensure or other equivalent recognition as defined in the agreement;

Within a jurisdiction in which engineering technologists would not normally be expected to hold an engineering technology degree/diploma/certificate accredited under the Sydney Accord, practitioners may, in the context of the total assessment package be considered to have met this standard by the point of entry to the Register when they have:

- (a) completed a structured programme of engineering education which is accredited by a signatory organisation of the Sydney Accord or by an agency authorised by the signatory organisation, which is independent of the education provider, and/or
  - (b) completed one or more written examinations set by an authorised body within the jurisdiction, provided that the accreditation procedures and criteria and/or the examination standards have been endorsed by all current signatories of the Sydney Accord, or;
  - (c) satisfactorily completed an assessment and have been certified/registered/licensed to practise as an Engineering Technologist in the Applicants own economy through competency or outcomes based assessment or any other verification mechanism, within the framework of the IETA , that can be applied to assess the substantial equivalence of academic achievement through an alternative professional development route, and
- the competence for independent practice as an engineering technologist as exemplified by the International Engineering Alliance competency profile; and
  - a minimum period of seven years practical experience since graduation; and
  - including a minimum period of two years in responsible charge of engineering work
  - .

# IETA SCHEDULE 2

## LIST OF MEMBERS

### List of Authorised Members transferred to this agreement from the Engineering Technologists Mobility Forum

Nil

### List of Authorised Members with Interim Authorisation transferred to this agreement from the Engineering Technologists Mobility Forum

- **Canada** - Represented by Canadian Council of Technicians and Technologists (2001)
- **Hong Kong China** - Represented by The Hong Kong Institution of Engineers (2001)
- **Ireland** - Represented by Engineers Ireland (2001)
- **New Zealand** - Represented by Institution of Professional Engineers NZ (2001)
- **South Africa** - Represented by Engineering Council of South Africa (2001)
- **United Kingdom** - Represented by Engineering Council UK (2001)

### List of Conditional Members

Nil

### List of Provisional Members transferred to this agreement from the Engineering Technologists Mobility Forum

- **Australia** - Represented by Engineers Australia

# INTERNATIONAL ENGINEERING TECHNICIAN AGREEMENT (IETECH)

## NOT YET ACTIVE

### 1. PURPOSE OF THE INTERNATIONAL ENGINEERING TECHNICIAN AGREEMENT (IETECH)

- 1.1 The Authorised Members of the International Engineering Technician Agreement aim to establish an international benchmark competence standard for individuals undertaking independent practice as an engineering technician and a framework for the recognition of substantial equivalence of standards and quality assurance systems.
- 1.2 Assurance of substantial equivalence will be established and maintained through continuing periodic review of each other's standards and systems.
- 1.3 Assurance of substantial equivalence through this agreement may enhance mutual exemption between jurisdictions by leading to opportunities to streamline processes and procedures for the recognition of competent individuals in other jurisdictions.
- 1.4 This Agreement provides a framework within which appropriate Rules, Procedures and Guidelines can be developed to give effect to the overarching agreement.

### 2. TERMS OF AGREEMENT

- 2.1 The Authorised Members shall establish and maintain a benchmark competence standard to further the purpose of this agreement and this standard shall be attached as a schedule to the agreement (Schedule 1). The benchmark competence standard shall include elements covering the following areas:
  - an overall level of engineering knowledge, exemplified by academic achievement, as a requirement of registration, licensure or other equivalent recognition which is not less than substantially equivalent to that of a graduate holding an engineering qualification accredited by an organisation holding full signatory status of, and acting in accordance with the terms of, the Dublin Accord; and
  - the competence for independent practice as an engineering technician; and
  - a prescribed minimum period of practical experience since graduation; and
  - a prescribed minimum period in responsible charge of appropriate engineering work
  - ; and
  - sufficient continuing professional development to maintain the currency of knowledge and skills,
  - understanding and acceptance of ethical responsibility in practice; and

- accountability for personal actions and decisions as an engineering technician.

2.2 Each Authorised Member is obliged to create or have created a list of all those persons on their jurisdictional register or registers who:

- meet the bench mark competence standard through assessment within their own jurisdiction and
- have agreed to be bound by a code of ethics that is consistent with the template adopted by the International Engineering Alliance for codes of ethical conduct
- are willing to be identified in this manner and meet any costs involved, and
- have met any additional requirement that the Authorised Member deems necessary to ensure the substantial equivalence of standards and to comply with any jurisdictional legislation or regulatory constraints.

Each Authorised Member shall identify the list or lists created as its jurisdictional section of the International Engineering Technicians register.

2.3 Those listed on jurisdictional sections of the International Engineering Technicians register shall be entitled to use the title International Engineering Technician (IETech) provided that in doing so they follow any protocols established in the Rules and Procedures.

2.4 The Authorised Members will undertake periodic review of each other's standards, policies and quality assurance systems to ensure the substantial equivalence of the requirements for the formation and continued operation of the jurisdictional section of the International Engineering Technicians register, including the requirement to demonstrate the competence for independent practice as a requirement of registration, licensure or other equivalent recognition within the jurisdiction.

2.5 The Authorised Members undertake to the extent that is reasonably possible to promote the International Engineering Technicians Register as a benchmark standard of competence for independent practice as an engineering technician.

2.6 Authorised Members undertake to the extent possible that in dealing with applications for registration in their own jurisdiction, the extent of further assessment of those persons appearing on any section of the International Engineering Technicians Register should be limited to the minimum reasonably necessary due diligence to establish confidence that the specific jurisdictional registration, licensure or other recognition scheme requirements are met, which may include:

- Establishing the applicant is conversant with and able to practise proficiently in the context of jurisdictional legislation, regulation, codes of practices and standards,
- Establishing that the applicant is currently competent in practice as an engineering technician to the extent required to meet local jurisdictional needs.
- Establishing that the applicant can communicate effectively in working within the jurisdiction.

Over a period of time, each Authorised Member undertakes to develop and implement suitable means within their jurisdiction, to give effect to this obligation, Taking into account differences between registration, licensure or other recognition schemes, it is

acknowledged that the means may vary between jurisdictions particularly those in which the Authorised Member is a federation of professional regulatory authorities.

- 2.7 Sharing of best practice, and lessons from unsatisfactory experiences, assists all registration or licensing bodies across a range of jurisdictions. In this context it is agreed that:
- the Members will identify, and encourage the implementation of, best practice, as agreed from time to time amongst themselves, for the assessment of competence for independent practice as an engineering technician;
  - The Members shall continue information exchange by whatever means are considered most appropriate, including regular communication and sharing of information, invitations to observe assessment processes and systems and invitations to observe meetings of any boards and / or commissions responsible for decision making in respect of individual cases, and establishment of standards, processes or systems.
- 2.8 The admission of new Authorised Members to the Agreement will require the approval of at least two-thirds of the existing Authorised Members and will be preceded by a prescribed period of Provisional Membership, normally two to four years, during which the criteria and procedures established by the applicant, and the manner in which those procedures and criteria are implemented, will be subject to comprehensive evaluation. Applicants for Provisional Member must be nominated by two of the existing Authorised Members.
- 2.9 With the agreement of two-thirds of all other Authorised Members an Authorised Member may be temporarily transferred to Conditional Membership whilst that Member is unable to meet the obligations and terms of the Agreement.
- 2.10 Authorised Members may be a representative of a federation of professional regulatory authorities, in which case it is recognised that the extent to which that Authorised Member can meet its obligations may be limited by the need to meet legislative obligations of one or more of the professional authorities of the federation.
- 2.11 If any obligation on an Authorised Member under this Agreement is not consistent with any specific legislative obligation on that Member in its own jurisdiction the Authorised Member shall notify the other Authorised Members in order to be exempted from the relevant obligation under this Agreement.
- 2.12 This agreement, of itself, is not recognized by the Authorized Members as a mutual recognition agreement in order to facilitate the registration, licensure or other equivalent recognition of engineering technicians between specific jurisdictions. Any Member may withdraw from the Agreement by giving at least twelve months notice to the Committee.
- 2.13 Removal of any Member will require a resolution supported by at least two-thirds of the Authorised Members. No such removal will, of itself, affect standing granted prior to that cessation by other Authorised Members, to any person, on the basis of this Agreement.
- 2.14 Appropriate Rules and Procedures will be established by the Authorised Members to ensure that this Agreement can be implemented in a satisfactory and expeditious manner. The adoption of, or amendment to, such Rules and Procedures will proceed only through a positive vote by at least two-thirds of the Authorised Members. In addition there may be agreed guidelines.

- 2.15 There shall be biennial General Meetings of the representatives of the Authorised Members to review the Rules and Procedures, effect such amendments as may be considered necessary, and deal with applications for Provisional Membership, and for admission as an Authorised Member. Mid-term or Special Meetings may be held if the Authorised Members so agree.
- 2.16 The administration of the Agreement will be facilitated by a Committee consisting of a Chair and a Deputy Chair appointed in accordance with the Rules made pursuant to this Agreement. The Committee shall be assisted by an administrative secretariat.
- 2.17 All Authorised Members, Conditional Members and Provisional Members must undertake to contribute to the shared costs of maintaining the Agreement and secretariat, and each shall be responsible for meeting its own costs of participation.
- 2.18 The Agreement will remain in effect for so long as it is acceptable and desirable to the Authorised Members.

### **3. COMMENCEMENT DATE**

- 3.1 The commencement date of this Agreement shall be (date).

### **4. MEMBERSHIP**

- 4.1 Three classes of Membership are recognised - Authorised Members who enjoy full rights under this agreement, Conditional Members which have their rights temporarily reduced or suspended, and Provisional Members which have rights reflecting they are progressing towards making application for Authorised Membership.
- 4.2 Schedule 2 to this agreement lists the members of the IETECH A . This schedule shall be automatically updated as member's status changes.
- 4.3 Each Foundation member shall be admitted as a Provisional Member, but each shall enjoy the privileges and rights to participate and vote as if it was an Authorised Member (other than the right to run a jurisdictional section of the International Engineering Technicians register) until the date that four Authorised Members are admitted. From that date the remaining foundation members shall lose the foundation rights granted under this clause.

### **5. CHANGES TO AGREEMENT**

- 5.1 Changes to this Agreement (excluding the schedules) shall require the unanimous approval of all Authorised Members. Changes to Schedule 1 require two thirds majority approval of all Authorised Members. Schedule 2 shall be updated as set out in clause 4.2.
- 5.2 Approval shall originally be determined by a vote, but then signified by the written signature of each Member's representative to a document to be regarded as an addendum to the Agreement. Until all Authorised Members present at the time of the vote have signed the change shall be inoperative. Authorised Members voting by proxy may sign at a later time and this will not delay the implementation of the change.
- 5.3 It is accepted that where an Authorised Member is a representative of a federation of professional regulatory authorities a ratification process may be required prior to signature by the representative.
- 5.4 Proposals for change may be made by one or more Authorised Members, but must be provided to the Committee and secretariat in full at least 120 days in advance of the

Meeting at which they are to be discussed. The secretariat must circulate the proposals to all Authorised, Conditional and Provisional Members at least 90 days prior to the meeting.

- 5.5 If further revisions to the proposal are suggested during a Meeting of the Agreement, and if in the view of at least two Authorised Members the changes affect the intention or substance of the proposal, any Authorised Member may require that the matter be deferred, requiring a further 120 days notice before the revised proposal can be further considered.
- 5.6 Any Authorised Member unable to be present may provide to the Chair of the Agreement a written proxy either approving or not approving the revised proposal. In the event that further changes to the written proposal are suggested a written proxy will be declared as a vote against the revised proposal.
- 5.7 In the event of not more than one Authorised Member being unable to be present or unable to vote in person or by proxy the meeting may proceed as if all Members are present and any unanimous vote at that meeting will be considered as a unanimous vote of all Authorised Members



# **IETecha SCHEDULE 1**

## **SPECIFIC REQUIREMENTS**

To be written when required

# **IETecha SCHEDULE 2**

## **LIST OF MEMBERS**

To be written when required

# SECTION B: GENERAL RULES AND PROCEDURES

Acronyms and abbreviations relating to IEA agreements are defined on the IEA website at <http://www.ieagrements.com/glossary-of-terms.cfm>

## B1. DEFINITIONS

### ACCREDITATION / RECOGNITION SYSTEM

Accreditation system for the Washington and Sydney Accords, means for recognition of educational base for the Dublin Accord

### AGREEMENT PARTICIPANT (OR MEMBER)

An Authorised, Conditional or Provisional Member.

### APPLICANT

An organisation that has applied for Provisional Membership within an Agreement

### ASSESSMENT STATEMENT

A formal statement that details the criteria and procedures by which the eligibility of practitioners to appear on a jurisdictional section of an international register is to be determined.

### AUTHORISED MEMBER

An organisation entitled to fully participate in an Agreement, enjoying the same rights and having the same obligations as all other Authorised Members. Such organisations are typically authorities, agencies or institutions which control or are representative of the engineering profession and which have statutory powers or recognised professional authority for admission to the practicing engineering community within the jurisdiction (e.g. country, economy, geographic region). In some jurisdictions and some agreements, the Authorised Member may be an overarching committee with defined constitution that oversees or monitors registration, licensure or equivalent recognition schemes operated by other entities or a national organization representative of a federation of professional authorities.

### COMMITTEE

The Chair and the Deputy Chair of the Agreement acting as a managing committee of the Agreement. In these roles the office-holder acts for the Agreement and cannot represent the Member with which they are affiliated.

### COMPETENCE ASSESSMENT

The process by which the competence of an applicant for undertaking independent practice is determined. Competence assessment may include some or all of written examination, assessment of work samples and/or work history, consideration of referee reports, oral interview, written assignments, and assessment of continuing professional development records.

## **CONDITIONAL MEMBER**

The status to which an Authorised Member is downgraded if, as an outcome of review, other Authorised Members consider that the operation of the jurisdictional section of the relevant international register has significant deficiencies requiring immediate attention. Conditional Members do not have the right to vote, and any benefits to registrants on the relevant section of the international register are suspended whilst Conditional Membership is in place.

## **CONTINUING PROFESSIONAL DEVELOPMENT (CPD)**

Continuing professional development is undertaken by engineering practitioners for the purposes of developing or maintaining the currency of the skills and knowledge necessary for ongoing competent engineering practice.

## **EDUCATION PROVIDER**

A tertiary (post-secondary) education teaching establishment such as a university, polytechnic, vocational teaching college or similar higher educational institution.

## **EVALUATION**

The process by which a Provisional Member is evaluated to determine whether the requirements to be an Authorised Member are met.

## **EVALUATOR**

A person appointed by the committee to the Evaluation Team that observes and reports to the Authorised Members on the substantial equivalency of the standards and quality assurance systems in the jurisdiction. Evaluators are drawn from persons put forward by Authorised Members.

## **EXEMPLAR STANDARDS (EDUCATION AND COMPETENCE)**

Exemplars developed by the members of the International Engineering Alliance which define agreed educational outcomes and competencies to be achieved by those engaged in engineering as professional engineers, engineering technologists or technicians.

## **FORUMS**

Preliminary meeting sessions for the purpose of reviewing or refining proposals to be presented to Meetings of more than one Agreement for approval. Forum proposals are not normally further consulted amongst Members prior to presentation for approval at Meetings.

## **GOVERNING GROUP**

The overarching governing body for the International Engineering Alliance, for which the Multi Party Agreement establishes their terms of reference.

## **INTERNATIONAL ENGINEERING ALLIANCE Meetings (IEAM)**

A coordinated set of meetings of various international agreements related to mutual recognition of engineering education and engineering competence.

## **JURISDICTION**

The territory, country, economy or region throughout which the Member is regarded as having the uncontested right to either register, license or otherwise recognise professional engineers, or to monitor and represent multiple professional authorities undertaking those functions.

## **JURISDICTIONAL SECTION OF INTERNATIONAL REGISTER**

The section of the relevant international register operated or overseen by an Authorised Member of a relevant agreement within the International Engineering Alliance. The jurisdictional title (normally that of the relevant country, territory, economy or region) is associated with the section.

## **LICENSE**

A license is an entitlement by law granted to persons who meet relevant standards of competence.

## **MEETINGS**

- **General Meetings** are held every two years (in odd-numbered years) at a time and place agreed by the Authorised Members of the various agreements. During the International Engineering Alliance Meetings there will be formal business meetings of all three Agreements.
- **Mid-term Meetings** are held as required in even numbered years to cover urgent business matters – the Authorised Members of each Agreement shall decide if there is a need for a Mid-term Meeting for that Agreement.
- **Special Meetings** may be called at any time by the process set out in the Rules.
- **Forums or Workshops** may be held coincidentally with General or Mid-term meetings

## **MEETING METHOD**

General and Mid-term Meetings will normally be held face to face, but business at Special Meetings may also be conducted under urgency through teleconference (a meeting method in which Authorised Members simultaneously join an active method of communication such as teleconference), or electronic polling (a meeting method in which Authorised Members either vote to agree or disagree with a proposal put to the vote).

## **MEMBER**

Member used without any qualifier includes Authorised Members, Conditional Members and Provisional Members.

## **MENTEE**

The jurisdiction being mentored which is committed to gaining Provisional Membership or become an Authorised Member of one or more of the Agreements.

## **MENTOR**

An Authorised Member assigned by the Committee to act on behalf of an Agreement and work with an applicant through a program of visits and advice in order to assist the applicant with its progress to Provisional Membership and/or to being an Authorised Member. The term 'mentor' may also refer to mentoring team appointed by the Committee of the relevant Agreement. The mentoring team will consist of two or three representatives from Authorised Members of the Agreement to which the mentee is committed to applying for Provisional Membership or to

become an Authorised Member. Note: a Mentor can act as a Nominator but cannot provide Evaluators.

#### **INTERIM AUTHORISATION**

Authorisation to operate a register until the initial review.

#### **MENTORING**

A process by which an appointed mentoring team provides support and guidance to a body that wishes to apply for Provisional Member or to become an Authorised Member of one or more of the Agreements. The mentoring role will focus on providing advice and guidance on the policies, procedures and standards of the mentee so that the mentee is given every opportunity, on application, to gain Provisional Member or become an Authorised Member of the relevant Agreement.

#### **MULTI-PARTY AGREEMENT (MPA)**

The agreement by which the Agreements jointly procure secretariat services (available on the IEA website [www.ieagreements.org](http://www.ieagreements.org)).

#### **NOMINATOR**

A Nominator is an Authorised Member which holds sufficient detailed current knowledge of an applicant's systems to propose that applicant for Provisional Member. By choosing to act as a nominator the Authorised Member concerned is stating that in its opinion the applicant's standards and systems meets the criteria for admission to Provisional Member. In support of its nomination it shall supply other Authorised Members with information on how its appraisal that led to the decision to nominate was performed.

#### **PROVISIONAL MEMBER**

An applicant will achieve Provisional Membership by demonstrating that the registration, licensure or equivalent recognition schemes for which it has responsibility appears to be conceptually similar to those of other Authorised Members of the Agreement. By conferring Provisional Membership, the Authorised Members have indicated that they consider that the applicant has the potential capability to be an Authorised Member, but grant the Provisional Member none of the rights of Authorised Members.

#### **RECOGNISE/RECOGNITION**

Except where it is clear that the context requires otherwise in the context of individuals, 'recognise/recognition' means that it is recognised that those individuals on the international registers have met the standards required for that register. This recognition does not confer any right of practice.

#### **REGISTER**

Means a list of registered persons, or persons who have met licensure requirements, or have achieved equivalent recognition.

#### **REGISTRATION**

Registration is the process of placing on a Register those who meet specified requirements within a jurisdiction.

## **REQUIREMENTS**

The Requirements for admission as an Authorised Member of an Agreement; defined as demonstration that:

- The standards applied in assessing the competence for independent practice in the jurisdiction are substantially equivalent to those of other Authorised Members of the Agreement, established by demonstration of substantial equivalence to the Agreement professional competence exemplar for a professional engineer and
- The quality assurance mechanisms applied to ensure all the criteria for entry of individuals onto the jurisdictional section of the International Professional Engineers register are substantially equivalent to those of other Authorised Members.

### **RESPONSIBLE CHARGE OF SIGNIFICANT ENGINEERING WORK;**

In general, an applicant may be taken to have been in responsible charge of significant engineering work when they have:

- planned, designed, coordinated and executed a small project; or
- undertaken part of a larger project based on an understanding of the whole project; or
- undertaken novel, complex and/or multi-disciplinary work.

### **REVIEW (ALSO KNOWN AS MONITORING)**

The process by which an existing Authorised Member's standards and systems are evaluated by other Authorised Members to ensure that they are still substantially equivalent to those of other Authorised Members.

### **REVIEWER**

A person appointed by the Committee as a member of the team to undertake a review.

### **SECRETARIAT**

An entity providing administrative support to the Committee, with the delegated authority to give advice, but not to make decisions under the Rules and Procedures.

### **SUBSTANTIAL EQUIVALENCE**

The overall outcomes achieved whilst not identical, are repeatable and effectively to the same standard, even if the means by which the outcomes are achieved or assessed are not similar.

### **WORKSHOPS**

Informal sessions for the purpose of discussing issues or developing policy or operating protocols. Workshops outputs will generally be further consulted with Agreement Members before being placed before a Meeting of an Agreement for approval.

## **B.2 EXEMPLARS AND TEMPLATES**

### **B.2.1 EXEMPLAR COMPETENCE PROFILES**

Exemplar competence profiles of persons recognised as able to undertake independent practice in professional engineering, engineering technology or as an engineering technician are contained in the document 'Graduate Attributes and Professional Competencies' available on the IEA Website.

<http://www.ieagrements.org/GradProfiles.cfm>

### **B.2.2 TEMPLATE FOR CODES OF ETHICAL CONDUCT**

The code of ethical conduct applicable to international registrants under these agreements shall normally include clauses requiring that, when undertaking engineering activities, engineers, engineering technologists and engineering technicians shall:

- not misrepresent their educational qualifications or professional titles,
- accept appropriate responsibility for their work and that carried out under their supervision,
- ensure that they only undertake tasks for which they are competent
- respect the personal rights of people with whom they work and the legal and cultural values of the societies in which they carry out assignments,
- avoid conflicts of interest, observe proper duties of confidentiality, not accept or give inducements, and consider the public interest and be prepared to contribute to public debate on matters of technical understanding in fields in which they are competent to comment,

and must take reasonable steps to:

- maintain their relevant competences at the necessary level,
- provide impartial analysis and judgement to employers,
- prevent avoidable danger to health and safety, and
- minimise foreseeable and avoidable impacts on the environment.

## **B.3 ADMISSION**

### **B.3.1 PROVISIONAL MEMBER**

B.3.1.1 Applications for Provisional Member are recommended to follow the advice stated in the guidelines given in Part 2 of Section C.

B.3.1.2 Applicants must provide all the information stated in Part 2.2 of the Guidelines set out in Section C, and this documentation must be provided in a form known as an assessment statement.

B.3.1.3 Applications must be provided in the English language and in widely used electronic format.

B.3.1.4 Applications must be received by the secretariat no later than 120 days before the commencement of an IEAM if the application is to be considered at the relevant Agreement meeting during the IEAM.

- B.3.1.5 Applications must be accompanied by written statements of nomination from two Authorised Members (Nominators), each nomination containing a declaration that the nominator considers that the applicant's standards and systems meets the requirements for Provisional Membership.
- B.3.1.6 The secretariat must distribute the application to all Authorised Members no later than 90 days before the commencement of the next IEAM.
- B.3.1.7 Any Authorised Members may provide written questions to the secretariat no later than 60 days before the IEAM, in which case the applicant has until 30 days prior to the IEAM to provide written answers to the secretariat for distribution of both the questions and answers to all Authorised Members so that they can be considered before the IEAM.
- B.3.1.8 Applicants must appear in person at the Agreement meeting as part of the IEAM to formally present their application and answer questions.
- B.3.1.9 Applicants must meet all the direct costs of making their application, including but not limited to funding any reasonable actions required by potential Nominators to evaluate the systems of the applicant.
- B.3.1.10 The management of visits by potential Nominators shall conform with any policy approved by the International Engineering Alliance in regard to risks to the safety and security of visitors.
- B.3.1.11 The Authorised Members must consider each application at the meeting at which it is presented and must decide one of the three following actions:
- a. that the applicant be granted Provisional Membership (provided that there is a two-thirds majority), or
  - b. that the application be declined (in which case reasons would normally be stated), or
  - c. that the decision on the application be deferred (in which case the reasons must be stated).
- B.3.1.12 The Authorised Members may agree to consider a deferred application at a Special Meeting held by a suitable meeting method prior to the next scheduled General or Mid-term Meeting if there is a reasonable expectation that information that will allow the application to be decided will be available, but no such meeting may occur sooner than 60 days after the applicant or a nominator provides the necessary information to the secretariat.
- B.3.1.13 Provisional Membership is normally granted for a period of two or four years, but may be extended for one or more periods of two further years if in the view of Authorised Members, as attested by a two-thirds majority vote at a Meeting, sufficient progress towards becoming an Authorised Member is being made.

## **B.3.2 BECOMING AN AUTHORISED MEMBER**

- B.3.2.1 A Provisional Member applying to become an Authorised Member is recommended to be cognisant of the guidelines given in Section C.
- B.3.2.2 Provisional Members must give written notice of at least one year (prior to the IEAM at which they will apply for upgrade of their Membership) to the Committee and the secretariat of their application to be evaluated.



- B.3.2.3 No later than 30 days from receiving an application for upgrading the Committee must assign three Evaluators, each drawn from a different Authorised Member and, if practicable, excluding jurisdictions and persons who had previously been nominators or mentors for the Provisional Member.
- B.3.2.4 The organisation making the application for upgrading must provide the Evaluators with reasonable notice of and opportunity to observe a range of competence assessments, and to observe the decision making and quality assurance processes for a range of decisions in the period leading up to 90 days prior to the IEAM at which the organisation wishes its application for upgrading to become a Authorised Member to be considered.
- B.3.2.5 The Evaluators will evaluate the standards and systems of the applicant in a similar fashion to that stipulated as for the conduct of a Review of an existing Authorised Member.
- B.3.2.6 However, in addition to the criteria set out in that Procedure, the Evaluators must consider whether the systems are well established and functioning correctly,
- B.3.2.7 The Evaluators must ensure that they observe both candidate assessments, and the decision making and moderation processes in respect of a number of candidates.
- B.3.2.8 The Evaluators will furnish a written report to the Authorised Members no later than 90 days prior to the IEAM at which the application for upgrading will be considered, unless a shorter period (of at least 30 days) is agreed by the Committee to be sufficient in the circumstances.
- B.3.2.9 The Authorised Members must consider the Evaluators' report at the meeting at which it is presented and must decide one of the four following actions:
- a. that the Provisional Member be made an Authorised Member (provided that there is a two-thirds majority of all Authorised Members),or
  - b. that the Provisional Member be declined becoming an Authorised Member, but that Provisional Membership be extended for a further period (in which case reasons must be stated), or
  - c. that the Provisional Member be declined becoming an Authorised Member and that Provisional Membership not be extended (in which case the reasons must be stated), or
  - d. that the decision on the assessment recommendations be deferred for a specified period of time (in which case the reasons must be stated).
- B.3.2.10 During consideration of the Evaluators' report each Authorised Member which chooses to abstain or not to support the recommendation from the Evaluators must provide to all other Authorised Members its reasons.
- B.3.2.11 When the decision in regard to an application for upgrading is deferred, the Authorised Members may agree to reconsider the application by a Special Meeting held by a suitable meeting method prior to the next scheduled General or Mid-term Meeting if there is a reasonable expectation that information that will allow the application to be decided will be available, but no such meeting will occur sooner than 60 days after the Provisional Member or the Assessors provides the necessary information to the secretariat.

### **B.3.3 ACCEPTANCE OF OBLIGATIONS**

- B.3.3.1 Members accept obligations of three types:

- Financial obligations
- Obligations to participate
- Obligations to recognise registrants on the relevant international registers.

**B.3.3.2** Financial Obligations – these are set out in the Multi-Party Agreement.

**B.3.3.3** Obligations to participate – these include, but may not be limited to:

- Attendance and active participation in all Meetings and workshops by well-briefed representatives and provision of reports to those meetings,
- Preparedness and delegated authority to vote on all issues either set out in Meeting agendas, or that might reasonably be expected to arise as a consequence of discussion of pre-circulated Meeting papers.
- Active participation in working groups set up by the Agreement where the Member has people with relevant skills and experience,
- Commitment to continuity of participation through maintaining a sufficient size pool of people holding appropriate knowledge about the Agreement,
- Training and nomination of suitable persons to be reviewers, evaluators and mentors in a timely manner (Authorised Members only),
- Identification and mentoring of people with suitable skills that they may be considered by the Authorised Members as a potential Chair or Deputy Chair (Authorised Members only),
- Commitment to meet the relevant costs of participation including the costs of Reviews or Evaluations of it's own jurisdiction.
- Inform all other Members of their licensure requirements, registration or other recognition requirements and quality assurance systems within its jurisdiction, including notification of proposed or actual changes of significance.

**B.3.3.4** Obligations to appropriately recognise registrants on the relevant international register in accordance with the agreements. These include but may not be limited to:

- Establishing suitable means to implement the requirement set out in the Agreements to minimise the extent of further assessment

## **B.4 PERIODIC REVIEW OF AUTHORISED MEMBERS**

### **B.4.1 REVIEW PROTOCOLS**

**B.4.1.1** Each Authorised Member of an agreement shall be subject to comprehensive review and report by representatives of the other Authorised Members at intervals of not more than six years.

**B.4.1.2** Any Authorised Member which plans to effect or effects a substantial change to its criteria, policies or procedures is obliged to report such a change to the Committee via the secretariat and thereby to provide the other Authorised Members with the opportunity to require that the scheduled Review and report be brought forward.

**B.4.1.3** The Committee must establish and the secretariat publish annually, no later than 1 July, a schedule for the programme of review activities, this schedule covering at least the upcoming six years.

## **B.4.2 NOMINATION OF PERSONS TO FORM REVIEW TEAMS**

- B.4.2.1 Upon request from the secretariat, each Authorised Member must provide as soon as possible one or more names of persons to form part of the panel from which Review Teams may be drawn. The reviewer nomination form can be found on the IEA website at <http://www.ieagreements.com/Members-Area/ProjMan/task-list.cfm> Authorised Members shall not normally be required to provide more than one Reviewer in any calendar year for any one Agreement.

## **B.4.3 REVIEW PROCESS**

- B.4.3.1 Each Authorised Member to be reviewed must receive a notice from the secretariat no less than six months prior to the year in which the Review Team activities will be undertaken.
- B.4.3.2 Three Reviewers from three different Authorised Members, one of whom will be designated the Team leader, must be selected, from the persons nominated under clause B.4.2.1, by the Committee to form the Review Team. The secretariat must take all reasonable steps to ensure that none of the persons selected through this process has had any substantial prior involvement in or commitment to the Authorised Member being reviewed.
- B.4.3.3 The Authorised Member to be reviewed must be advised by the secretariat of the proposed composition of the Review Team, and invited to show cause why any member of the Review Team is not suitable. In the event that such an objection is lodged, the secretariat must advise the Committee to take such steps as are necessary and appropriate to resolve the situation. If unable to achieve consensus, the Committee must consult all Authorised Members before confirming the membership of the Review Team.
- B.4.3.4 After appointment of a Review Team, the Authorised Members from which the Review Team are drawn shall each have the responsibility to brief the Review Team member from their jurisdiction for the task by familiarisation with the Rules and relevant guidelines, and sharing of any relevant previous knowledge or experience of good practice.
- B.4.3.5 The Committee shall brief the Review Team leader on what is expected of the Review Team, and the manner in which the Review Team must report.
- B.4.3.6 The Authorised Member to be reviewed shall be invited to propose a suitable process, timetable and administrative support mechanism, for consideration by the Review Team. The Review process will normally include observation by at least two Review Team members of assessment processes taking place and by at least one Review Team member of the meetings at which the outcomes of such assessments are discussed and decided.
- B.4.3.7 Observation methods include on site reviews or alternative review observation mechanisms such as video conferencing, video recording or mixed mode evaluation where one member visits and the others observe by other means or other mechanisms. When considering such mechanisms the review team shall have regard to:
- a) The quality of the documentation provided to the review team by the jurisdiction being reviewed
  - b) The availability and ease of translation of the proceedings into English

- c) The availability and quality of the electronic or other links
  - d) All other matters affecting or likely to affect the quality of the review.
- B.4.3.8 The management of visits by Reviewers shall conform with any policy approved by the International Engineering Alliance in regard to risks to the safety and security of visitors.
- B.4.3.9 All discussions concerning the Review must be held in confidence by the Review Team. The Review Team shall prepare a report with recommendations. This report shall be sent to the Committee in draft form to ensure that it specifically addresses the needs of the Agreement. This may be done at the same time as the draft report is sent to the Authorised Member under review for checking on matters of fact.
- B.4.3.10 At the conclusion of the Review activities, the Review Team must forward its report and recommendations to the secretariat as soon as reasonably practicable. A copy of that report must be furnished to each Authorised Member through the secretariat.
- B.4.3.11 Review reports may be not be communicated to any other Member except through the secretariat and with the permission of the Committee.
- B.4.3.12 The recommendations open to the Review Team are as follows:
- a. that the Authorised Member in question be accepted by the other Authorised Members, for a period of six years, recognising its standards and systems as leading to outcomes substantially equivalent to the those recognised by the Agreement; or
  - b. that the Authorised Member in question be accepted by the other Authorised Members, for a period of not more than two years subject to the responsible Authorised Member providing, within six months, a report which satisfies the other Authorised Members that adequate steps are being taken to address the specific issues identified by the Review Team; or
  - c. that the Authorised Member in question has serious deficiencies, that the Authorised Member be downgraded immediately to Conditional Membership, and that urgent and specific assistance be provided by the other Authorised Members to help address the deficiencies.

#### **B.4.4 CONSIDERATION OF RECOMMENDATIONS**

- B.4.4.1 Recommendations from Review activities are considered by the other Authorised Members in committee at a General or Mid-term Meeting.
- B.4.4.2 The Review Team leader, and if possible other Team members shall normally be available to answer questions prior to and during the Meeting through adoption of any communication method considered appropriate. The Committee shall ensure they are personally briefed in advance by the Review Team Leader.
- B.4.4.3 The Authorised Members may decide only one of the following:
- a. that the Authorised Member in question be approved by the other Authorised Members, for a period of six years; or
  - b. that the Authorised Member in question be approved by the other Authorised Members, for a period of not more than two years, subject to the Authorised Member in question providing, within six months, a report which satisfies the

other Authorised Members that adequate steps are being taken to address specific issues; or

- c. that 60 days after the decision and subject to the provisions of Clause 4.5 the Authorised Member be downgraded to non-voting Conditional Membership for a period of no more than two years, and that specific requirements to be addressed be stated. Other Authorised Members will not be required to provide benefit to the registrants on the jurisdictional section of the relevant international register during the period of Conditional Membership,

B.4.4.4 A decision for (a) or (c) shall require support from two-thirds of the Authorised Members, and in the absence of that majority the outcome shall be (b) in which case the specific issues to be addressed must be stated.

B.4.4.5 In the event that recommendation (b) is decided, and within the two year period adequate steps are taken to the satisfaction of at least two thirds of Authorised Members, the Authorised Members shall also normally decide to extend the Authorised Membership to six years from the date of the review.

#### **B.4.5 Requests for Re-Consideration**

B.4.5.1 The subject Authorised Member may, within 60 days of notification of a decision, request reconsideration of a decision imposing Conditional Membership (c), and request independent reconsideration of its case. Requests for reconsideration may only be based on one or more of the following grounds:

- a. that there was a failure to follow these Rules, and/or
- b. that there were substantial errors of facts in the report considered by the Authorised Members which were likely to have affected the decision reached by the Authorised Members, and/or
- c. that the report considered by the Authorised Members did not include relevant information, and had that information been placed before the Authorised Members there was a reasonable likelihood that a different decision would have been made.

B.4.5.2 If reconsideration is requested and the Committee determines the request is valid, the Committee must ensure that within six months of the decision, a reconsideration panel which is established in the same manner as a Review Team but has no membership in common with, the original Review Team(s) is established and reports its outcomes.

B.4.5.3 During reconsideration the Authorised Member will continue to enjoy the full benefits of being an Authorised Member.

B.4.5.4 The reconsideration panel shall determine the procedures and criteria under which it operates, but at all times its procedures must be consistent with these Rules and Procedures as far as this is reasonably possible.

B.4.5.5 The full costs of any such reconsideration must be borne by the subject Authorised Member.

B.4.5.6 The right to request reconsideration may be exercised only once.

B.4.5.7 The recommendations of a reconsideration panel must be considered by the Authorised Members by a Special Meeting using a suitable meeting method as soon as reasonably possible, and one of the following decisions made:

- a. that the Authorised Member in question be accepted by the other Authorised Members, for a period of six years; or
- b. that the Authorised Member in question be accepted by the other Authorised Members, for a period of not more than two years, subject to the Authorised Member concerned providing, within six months, a report which satisfies the other Authorised Members that adequate steps are being taken to address specific issues; or
- c. that the Authorised Member be downgraded immediately to non-voting Conditional Membership for a period of no more than two years, and that specific requirements to be addressed be stated.

#### **B.4.6 UPGRADE FROM OR CONTINUATION OF CONDITIONAL MEMBERSHIP**

- B.4.6.1 Where Conditional Membership status is imposed by the other Authorised Members the Committee must provide, in writing within 30 days of the decision, the specific requirements to be addressed by the Conditional Member, and state the process by which evaluation of whether the requirements have been met will be made.
- B.4.6.2 The evaluation will normally require written reports submitted by the Conditional Member at intervals of six months to the Review Team who conducted the Review, and may involve a visit by one or more members of the Review Team, and will involve progress reporting by the Review Team at six-monthly intervals to the Committee on progress.
- B.4.6.3 When, in the view of the Committee the most recent report from the Review Team indicates that the requirements have been satisfactorily addressed, the Committee must immediately call a meeting of the Authorised Members by a suitable meeting method to consider the reinstatement back to Authorised Member.
- B.4.6.4 In the event of re-instatement to Authorised Member, voting rights are immediately restored and the date to the next review set at six years from the date of the review that had recommended downgrading.
- B.4.6.5 In the event that an organisation is re-instated from Conditional to Authorised Member registrants on the relevant jurisdictional section of the relevant international register shall again enjoy the benefits of recognition under the Agreement.
- B.4.6.5 Where the Authorised Members are satisfied that a Conditional Member is making good progress towards once again being an Authorised Member, but that at the end of the period of Conditional Membership has not fully met the requirements the Authorised Members may agree to extend the period of Conditional Membership for no more than two further years.

#### **B.5 ISSUE RESOLUTION**

- B.5.1 If any Member is of the view that another Member is not meeting its reasonable obligations as set out in section B.3.3, then it shall endeavour to resolve those issues by communication between the two parties.
- B.5.2 If, after reasonable opportunity has been given, the two parties have not resolved the issue, the Member expressing concerns may choose to notify the Committee, and the Committee, at its discretion may assist to seek resolution.

- B.5.3 If the matter remains unresolved, the party expressing concerns may request an issue resolution session, open only to signatories, where issues can be raised in a solution-focused environment. Prior to an issue being accepted by the Committee for discussion in such a session, it must be demonstrated that substantive discussions leading up to the meeting were undertaken but issues were not able to be resolved. Both individual cases and trends or systemic issues may be raised within the context of the obligations set out in section B.3.3.
- B.5.4 If the Committee receives information which in its view suggests a Member is not meeting its obligations it shall raise the concerns directly with the Member. If, after reasonable opportunity has been given but the response is considered unsatisfactory by the Committee, it may invoke an issue resolution session of the type set out in section B5.3.
- B.5.5 Requests for an issue resolution session, with supporting documentation, shall be submitted to the Committee at least 60 days prior to a general meeting, and the Committee, after communicating with both parties concerned must make a decision as to whether to proceed to hold the session, at least 30 days prior to the meeting. The secretariat shall circulate the notice of the session and the relevant documentation immediately the Committee has decided to schedule the issue resolution session.
- B.5.6 If a number of Authorised Members can provide substantive evidence of failure of an Authorised Member to meet its Agreement obligations, they may choose to invoke the provisions under clause B.0 Termination for Failure to Meet Obligations as a Authorised Member.

## **B.6 RESIGNATION, DOWNGRADING AND TERMINATION**

### **B.6.1 RESIGNATION**

- B.6.1.1 An Authorised Member may resign from an Agreement by giving at least one year's written notice to all other Authorised Members. The period in which the organisation was an Authorised Member will be deemed to end on 31 December of the year after that in which notice was given. During its period of notice the resigning Authorised Member must continue to fulfil its obligations as a Authorised Member, but loses its right to vote on all matters. For the avoidance of doubt, in such circumstances the Authorised Member that has given notice of resignation will be excluded when determining the total number of votes available to be cast.
- B.6.1.2 During the period of notice, provided the resigning Authorised Member maintains, to the satisfaction of the Committee, a satisfactory jurisdictional section of the relevant international register, the persons listed on that register shall continue to be recognised by the other Authorised Members.
- B.6.1.3 A Provisional Member may resign from that Provisional Membership at any time by giving 6 months written notice to all Authorised Members.

### **B.6.2 DOWNGRADING FOR FAILURE TO DEMONSTRATE ONGOING SUBSTANTIAL EQUIVALENCE**

- B.6.2.1 If an Authorised Member has been downgraded from Authorised Member to Conditional Member for failure to meet the necessary standard of substantial equivalence, and the organisation fails to satisfy the Authorised Members within the period of time allowed that it has met the specific requirements, and the Authorised Members are unwilling to continue the period of Conditional Membership, the organisation shall lapse from Conditional to Provisional Member.

- B.6.2.2 Provisional Membership shall be granted in these circumstances for no more than two years, the specific time being selected by the Committee so that the end of the term coincides with a scheduled General or Mid-term Meeting of the Agreement.

### **B.6.3 TERMINATION FOR FAILURE TO MEET OBLIGATIONS AS AN AUTHORISED MEMBER**

- B.6.3.1 If in the view of a two-thirds majority of other Authorised Members, an Authorised Member is failing to meet its reasonable obligations (other than financial obligations) under an Agreement, the other Authorised Members may give notice to that effect to the Authorised Member concerned. Such notice must state the specific nature of the concerns.
- B.6.3.2 Any Authorised Member which receives notice from the other Authorised Members under Clause B.6.3.1 shall have one year from the date of the notice in which to demonstrate that it has taken appropriate action and has recommenced the fulfilment of its obligations. A six monthly report would normally be required from the Member on its progress toward meeting its obligations.
- B.6.3.3 If, after a year, two-thirds of other Authorised Members agree that significant improvement has been made, but not sufficient to remove doubt that the Authorised Member in question is fulfilling its obligations, the period for demonstrating improvement may be extended by one year or as the other Authorised Members may decide.
- B.6.3.4 If, in the view of at least two-thirds of other Authorised Members, an Authorised Member which has been given notice under the provisions above has not taken adequate corrective actions within the specified period the Authorised Member is deemed to have been removed from being a Authorised Member. The date of removal shall be the end of the calendar year in which the decision to terminate was made.
- B.6.3.5 The process for termination through failure to meet financial obligations is set out in the multi-party agreement. If the process has been followed then the defaulting Authorised Member shall be removed from being an Authorised Member of all relevant Agreements.
- B.6.3.6 Reinstatement following removal for failure to meet financial obligations shall be according to the processes set out in the multi-party agreement.

### **B.6.4 TERMINATION OF PROVISIONAL MEMBER**

- B.6.4.1 At each General Meeting of the Agreement the Authorised Members must review the length of period for which Provisional Membership has been granted to each organisation holding that status (which period is normally two or four years but which may be extended by one or more terms of two years).
- B.6.4.2 If in the view of a two-thirds majority of Authorised Members, a Provisional Member is making insufficient progress towards becoming an Authorised Member or is failing to meet its reasonable (non-financial) obligations under an Agreement, the Authorised Members may give notice to that effect to the organisation concerned. Such notice must state the specific nature of the concerns.
- B.6.4.3 A Provisional Member may be removed for failure to meet financial obligations according to the processes set out in the multi-party agreement. Reinstatement shall be according to the processes set out in the multi-party agreement.



- B.6.4.4 Any Provisional Member which receives notice from the Authorised Members shall have one year from the date of the notice in which to demonstrate that it has taken appropriate action and has recommenced the fulfilment of its obligations and progress towards becoming an Authorised Member. A six monthly report would normally be required from the Provisional Member on its progress toward becoming an Authorised Member.
- B.6.4.5 If, after that year, the majority of the Authorised Members agree that significant improvement has been made, but not sufficient to remove doubt that the Provisional Member in question is fulfilling its obligations, the period for demonstrating improvement may be extended by one year.
- B.6.4.6 If, in the view of a majority of Authorised Members, an Provisional Member which has been given notice under the provisions above has not taken sufficient corrective actions within the specified period the organisation is deemed to have been removed from Provisional Membership. The date of removal must be immediate from the date of notice to that effect.

## **B.7 CONDUCT OF MEETINGS, RIGHTS OF AND OBLIGATIONS ON AUTHORISED MEMBERS AND PROVISIONAL MEMBERS**

### **B.7.1 MEETINGS**

Unless otherwise set out in the Rules and Procedures, the following provisions shall apply.

- B.7.1.1 A General Meeting of the Authorised Members must be held every two years at a time and place selected by the previous General Meeting, or if not possible, as soon after as possible by the Committee following appropriate consultation with the Authorised Members.
- B.7.1.2 At every General Meeting, Authorised, Conditional and Provisional Members must present a report on relevant matters within their jurisdiction according to any guideline agreed by the Authorised Members.
- B.7.1.3 At every General Meeting, and at any other time the Authorised Members decide, there will be a session closed to observers (an in-committee or in-camera session) at which Authorised Members can raise in confidence any issue pertaining to the operation of the Agreement, seeking resolution in a constructive manner. Provisional Members may be invited to attend this session if the Authorised Members agree to this prior to the commencement of the session. The Authorised Members may agree a set of guidelines for conduct of such sessions.
- B.7.1.4 At every General Meeting the Authorised Members shall decide if there is sufficient business to warrant the holding of a Mid-term Meeting.
- B.7.1.5 If two or more Authorised Members request a Special Meeting of an Agreement in relation to a particular matter, the question of whether to hold a special meeting shall be decided under urgency (see section B.7.1.19), and if so agreed the meeting shall be held at a venue or by a meeting method to be decided by the Committee no sooner than 90 days and no later than 180 days after the decision to hold the Special Meeting is notified to all Authorised, Conditional and Provisional Members.
- B.7.1.6 A draft agenda must be circulated by the Secretariat to all Authorised Members at least 180 days prior to a General or Mid-term Meeting and 90 days prior to a Special Meeting of an Agreement.
- B.7.1.7 Notice of items for the agenda should be notified to the Committee through the secretariat at least 90 days prior to the meeting.
- B.7.1.8 Items for discussion at a General or Mid-term Meeting and all necessary background papers should be submitted to the Committee via the secretariat at least 60 days prior to the meeting. The Committee reserves the right to not admit late items.
- B.7.1.9 The agenda and business papers will be approved by the Chair and normally be distributed to the Authorised Members by the secretariat at least 45 days prior to the meeting.
- B.7.1.10 Each Authorised Member must arrange for at least one representative to attend each General or Mid-term Meeting and will commit to being briefed on the matters to be raised and to engaging fully in the business of the meeting. Authorised Members may bring more than one representative to such meetings but are obligated to restrict the number of representatives in its delegation to the number reasonably needed to participate fully in the meeting. Notwithstanding this provision, the Chair of the Agreement may restrict the number in any delegation.

- B.7.1.11 Provisional and Conditional Members are required to accept the same commitment to interaction and exchange as the Authorised Members. They will receive copies of appropriate correspondence and reports (other than those papers relating to admission, termination, applications for upgrading to Authorised Member and Review of Authorised Members), and are invited to send representatives to all meetings of the Authorised Members. They are obligated to restrict the number of representatives in its delegation to the number reasonably needed to participate fully in the meeting. Notwithstanding this provision, the Chair of the Agreement may restrict the number in any delegation.
- B.7.1.12 At a General, Mid-term or Special Meeting, each Authorised Member will have one vote, and the Chair shall have a casting vote in the event of a tie on matters to be decided by a simple majority.
- B.7.1.13 A simple majority will suffice for a decision on any matter, unless otherwise specified in the governing Agreement or in these Rules and Procedures. Any casting vote will normally be regarded as cast for the status quo on any matter. Representatives of Provisional and Conditional Members will have the right of audience except when excluded under a resolution by the Authorised Members to move into committee (also known as closed session) and debate at such General, Mid-term or Special Meetings, but are not permitted to vote.
- B.7.1.14 Upon decision of the Chair, organisations with interests in the relevant Agreement may be invited to be in attendance (as “observers”) for parts of a General or Mid-term Meeting as may be decided by the Chair. The opportunity to attend does not confer the right to speak unless so invited by the Chair. Unless otherwise prescribed by the Chair the maximum number of people in the delegation of any observer will be three.
- B.7.1.15 Authorised, Conditional and Provisional Members must declare any conflict of interest on any agenda item in advance of that item being discussed, and if so requested by the Chair must leave the meeting during discussion of that item.
- B.7.1.16 Draft minutes prepared by the secretariat will be reviewed for correctness by the Committee prior to their dissemination to all Authorised Members for their comment. Such dissemination should occur within 60 days of the meeting and comment should be made within 90 days of the date of the meeting. The Committee will review comments received and within 120 days of the date of the meeting approve that the secretariat circulate to all Authorised, Conditional and Provisional Members “minutes for approval”.
- B.7.1.17 Minutes of each Meeting of the Agreement must be recorded by the secretariat and at each Meeting the minutes of the previous General or Mid-term Meeting and the minutes of any recent Special Meeting must be submitted to the meeting for approval and then signed by the Chair, before any other business is transacted.
- B.7.1.18 The meeting method may be varied from face to face to any other means enabling open discussion between representatives (e.g. teleconference) provided that there is a two-thirds majority of the Authorised Members in favour of such a proposal.
- B.7.1.19 Urgent matters (decided to be urgent by either a previous meeting, or by the Committee on the basis that undue delay would unreasonably penalise an affected party) may be decided out of session from General or Mid-term meetings by an electronic polling Special Meeting method as follows:
- a. The written proposal setting out the motion, the rationale supporting it, and the reasons for urgent consideration of that proposal are circulated to all Authorised Members in writing

- b. Each Authorised Member has 60 days to make a response in two parts – agreeing to consider the matter urgently, and recording its votes on the motion. Votes are to be provided directly to the secretariat and the Committee
- c. The secretariat will issue reminders after 30 and 45 days to those Authorised Members who have not responded
- d. The matter shall be determined by the Committee as passed if there is the necessary majority for the matter concerned both for the vote to consider the matter urgently, and for the motion itself.
- e. The Committee may require an Authorised Member to provide a faxed signed confirmation of its vote to validate that vote.
- f. The Committee must announce the result without undue delay, and the outcome will apply from the date of announcement
- g. The matter is regarded as ratified by approval of the accuracy of documentation of the decision making process (as if that documentation was minutes of a meeting), by Authorised Members at the next General or Mid-term Meeting of the Agreement

B.7.1.20 Any Authorised Member unable to be present at a meeting may provide to the Chair of the Agreement a written proxy either approving or not approving a particular matter. In the event that further changes to the proposal are made during the meeting the Chair must exercise the proxy consistently with the intention of the Authorised Member concerned, and if in doubt must abstain the proxy on the matter.

B.7.1.21 The Authorised, Conditional and Provisional Members and observers are required to meet a fair share of the costs of staging a meeting of an Agreement in addition to their own costs for attendance at such meetings.

B.7.1.22 The chair of any Meeting may choose to conduct the Meeting with a minimum of formality provided that the proceedings are conducive to the fair hearing of all matters and the agreement of outcomes. However if, of his / her own volition or on request of a majority of the Authorised Members present at the meeting, the Chair deems it necessary to formalise the Meeting he / she may apply some or all of the following standing orders, as is considered reasonable and necessary for effective conduct of the meeting:

- a. At each General Meeting, Mid-term or Special Meeting of the Agreement, the Chair, or in his or her absence the Deputy Chair, shall take the chair.
- b. In the above cases if the specified officers are not present a Meeting shall elect its own Chair.
- c. Except as otherwise agreed by the Authorised Members the order of business will be as set out on the agenda paper.
- d. Each motion or amendment not seconded shall lapse without discussion and shall not be recorded in the minutes except by the permission of the Authorised Members .
- e. After each motion or amendment has been moved and seconded it shall not be withdrawn without the permission of the Authorised Members .
- f. Except with the permission of the Authorised Members no motion or amendment shall be proposed which in the opinion of the Chair is the same in substance as any motion or amendment which during the same Meeting has been resolved in the affirmative or negative.

- g. Where no specific procedure is laid down the Chair shall refuse to accept a motion to rescind any resolution or other vote if he or she considers that insufficient notice has been given.
- h. Before putting each motion or amendment to the vote the Chair shall ensure that the motion or amendment is understood by all Meeting participants.
- i. A motion may be amended by leaving out words; by leaving out certain words and substituting other words; by inserting words; or by adding words.
- j. Each amendment shall be relevant to the original motion.
- k. No amendment may be accepted that produces a direct negative of the motion.
- l. Amendments to a motion may be moved without notice.
- m. Amendments may be moved in any order considered satisfactory by the Chair.
- n. When an amendment has been carried, the amended motion shall become the substantive motion and shall be open to amendment.
- o. At the discretion of the Chair amendments to an amendment shall be allowed.
- p. The Chair may restrict the number of times and the length of time that each Meeting participant may speak on a matter.
- q. All questions of order or procedure not provided for in these Standing Orders shall be decided by the Chair.

## **B.7.2 WORKSHOPS**

- B.7.2.1 The Authorised Members of an Agreement may choose to hold a workshop at any time for the purpose of dialogue aimed at developing recommendations for consideration at a Meeting of the Agreement. Such workshops would normally be held at the time of a General or Mid-term Meeting.
- B.7.2.2 In general, Provisional and Conditional Members would only be invited to attend a workshop if the Authorised Members consider they can contribute effectively to advancement of the issues to be discussed.
- B.7.2.3 Observers would not normally be invited to attend workshops, and an exception would only be granted if the Authorised Members are collectively of the view that observers can contribute effectively to advancement of the issues to be discussed.
- B.7.2.4 Delegations should be as small as possible. The Chair of each Agreement shall decide the maximum number in each delegation from Authorised Members to such workshops.
- B.7.2.5 In the event that Provisional and Conditional Members are invited to participate, the Chair of each Agreement shall decide their maximum number in each delegation and rights of participation
- B.7.2.6 If observers are allowed to attend, the Chair of the Agreement shall decide the maximum number in each delegation and rights of participation
- B.7.2.7 During any such workshop, the Chairs of any session may exclude all but Authorised Members for any particular item.
- B.7.2.8 In the interests of effective interchange at workshops, the protocols and procedures will be consistent with these Rules and Procedures, but decision making will be by

consensus. No votes will be taken, but informal polling to determine the level of support for particular proposals may be conducted.

## **B.8 CHANGES TO AGREEMENTS, RULES AND PROCEDURES, AND GUIDELINES.**

### **B.8.1 CHANGES TO AGREEMENTS**

B.8.1.1 The mechanisms for changes to an Agreement are covered in the Agreements.

### **B.8.2 CHANGES TO RULES AND PROCEDURES**

B.8.2.1 Changes to the Rules and Procedures of an Agreement require the two-thirds majority approval of all Authorised Members, determined by a vote. Changes to Rules and Procedures will be deemed to be operative immediately following the end of the meeting at which they are approved. Notwithstanding this, for matters in progress that commenced under earlier Rules and Procedures may continue to proceed to completion under those Rules and Procedures if in the view of the Committee application of the changed Rule or Procedure would impose unreasonable additional burdens on those affected by the matter.

B.8.2.2 Proposals for revision may be made by one or more Authorised Members, but must be provided to the Committee and secretariat in full at least 120 days in advance of the Meeting at which they are to be discussed. The secretariat must circulate the proposals to all Authorised, Conditional and Provisional Members at least 90 days prior to the Meeting

B.8.2.3 If further revisions to the proposal are suggested during a Meeting of the Agreement, and if in the view of at least two Authorised Members the changes affect the intention or substance of the proposal, those Authorised Members may require that the matter be deferred, requiring a further 120 days notice before the matter can be further considered.

B.8.2.4 Any Authorised Member unable to be present may provide to the Chair of the Agreement a written proxy either approving or not approving the proposed revision. In the event that further revisions to the written proposal are suggested a written proxy will be declared as a vote against the further revised proposal.

### **B.8.3 CHANGES TO THE GUIDELINES**

B.8.3.1 Changes to the Guidelines of an Agreement require the two-thirds majority approval of all Authorised Members, determined by a vote. The new guidelines will be deemed to be operative immediately following the end of the Meeting at which they are approved. Notwithstanding this, for matters in progress that commenced using earlier guidelines may continue to proceed to completion using those guidelines if in the view of the Committee application of the changed guideline would impose unreasonable additional burdens on those affected by the matter.

B.8.3.2 Proposals for revision may be made by one or more Authorised Members, and should be provided to the Committee and secretariat in full at least 120 days in advance of the Meeting at which they are to be discussed. The secretariat must circulate the proposals to all Authorised, Conditional and Provisional Members at least 90 days prior to the meeting

B.8.3.3 Further revisions to the proposal may be made suggested during a Meeting of the Agreement, and may be approved by a two-thirds majority of Authorised Members voting for the revisions.

B.8.3.4 Any Authorised Member unable to be present may provide to the Chair of the Agreement a written proxy either approving or not approving the proposed revision. In the event that further revisions to the written proposal are suggested a written proxy will be declared as a vote against the further revised proposal.

#### **B.8.4 VOTING**

B.8.4.1 Matters on which a required majority is not stated in the Framework Agreements or Rules and Procedures must be decided by a simple majority vote of Authorised Members present at the time of the decision.

B.8..2 A casting vote by a chair shall be deliberative and cast only in situations where only a simple majority is required.



## **B.9 ELECTION OF OFFICERS**

### **B.9.1 PROCEDURE**

- B.9.1.1 The officers of the Agreement shall be the Chair and the Deputy Chair who must be elected from nominations made by the Authorised Members.
- B.9.1.2 The officers act for the Agreement, and may not simultaneously represent or vote on behalf of any Authorised Member on any matter. For the avoidance of doubt, officers are not included in the headcount of delegations from their home Authorised Member.
- B.9.1.3 A person may hold office for no more than two terms, each term of two years (defined as the time between biennial General Meetings) unless specifically agreed by a unanimous vote of all Authorised Members present at a General Meeting. A term is completed at the end of the General Meeting at which an election is held.
- B.9.1.4 The Deputy Chair shall undertake the duties of the Chair if the Chair is unavailable for any length of time, or has declared a conflict of interest on any matter, and has temporarily stood down from the Chair whilst that matter is considered.
- B.9.1.5 At least 120 days in advance of a General Meeting, the secretariat will send all Authorised Members the invitation to make nominations for Chair and Deputy Chair positions.
- B.9.1.6 To be eligible for nomination a person must be affiliated with a Authorised Member and have the support of that Authorised Member.
- B.9.1.7 Nominations must be moved and seconded by two different Authorised Members, and the nomination form signed by the nominee, nominator and seconder must be received by the secretariat no later than the day prior to the commencement of the IEAM at which the General Meeting will be held. The secretariat will distribute the nominations to the Authorised Members prior to the start of the General Meeting.
- B.9.1.8 No person may be nominated to a position for which the retiring incumbent is a person affiliated with the same Authorised Member unless the permission of at least two-thirds of Authorised Members is obtained.
- B.9.1.9 Voting will be held by secret ballot during a General Meeting, and will be supervised by two independent scrutineers appointed by the General Meeting.
- B.9.1.10 In the event that there are more than two candidates and no candidate achieves more than 50% of the votes cast in the ballot, the lowest polling candidate will be eliminated and a further poll held. This process will be repeated as many times as is necessary until one candidate achieved 50% of the vote. In the event of a tie in respect of eliminating a candidate the candidate to be eliminated will be established by the drawing of lots by the scrutineers. In the event of a tie on the last poll the Chair will exercise a casting vote.
- B.9.1.11 In the event that the Chair is unable to complete his or her term for any reason, the Deputy Chair shall temporarily hold the position until the next General Meeting. Such service shall not be counted against the term of that person in the role of Chair.
- B.9.1.12 In the event that the Deputy Chair is unable to complete his or her term for any reason, the Chair shall decide whether the position may remain vacant (if the remaining part of the term is less than 180 days), or whether to call for nominations, and hold an election using the process for deciding matters under urgency. Service of a person

elected under urgency shall not be counted against the term of that person in the role of Deputy Chair.

B.9.1.13 If required, elections may be conducted urgently as follows:

- a. The ballot papers must be distributed to all Authorised Members in writing
- b. Each Authorised Member has 60 days to record its vote. Votes are to be provided directly to the secretariat.
- c. The secretariat will issue reminders after 30 and 45 days to those Authorised Members who have not responded
- d. For the avoidance of doubt, the Committee may require any Authorised Member to provide a faxed signed confirmation of its vote to validate that vote.
- e. The secretariat shall be responsible for counting the votes and arranging scrutineering by at least 2 independent persons.
- f. The Chair must announce the result without undue delay, and the outcome will apply from the date of announcement
- g. The matter is regarded as ratified by approval of the accuracy of documentation of the decision making process (as if that documentation was minutes of a meeting), by Authorised Members at the next General Meeting of the Agreement.
- h. Notwithstanding the above, the Authorised Members may agree that an election be held under urgency at a Mid-term Meeting through the calling for nominations and voting entirely within the timeframe of the Meeting.

## **B.10 USE OF TITLES BY PERSONS ON JURISDICTIONAL SECTIONS OF INTERNATIONAL REGISTERS**

### **B.10.1 PROCEDURE**

- B.10.1.1 All Authorised Members who have adopted the use of the post nominal are obliged to inform those listed on the jurisdictional section of the relevant international register that their entitlement to use the relevant title associated with the register, which is optional, is subject to the individual international registrant accepting the full responsibility for compliance with the law of any foreign jurisdiction when using the post-nominal title.
- B.10.1.2 Authorised Members shall make publicly available, information on any known legal impediments to the use of the relevant register title within its jurisdiction, any reasons that would disallow usage of the title, and any restriction applying to use of the title in the jurisdiction.
- B.10.1.3 The prescribed format of the post nominal is given in Schedule B1. This schedule shall be updated as necessary on the addition or deletion of Authorised Members.

## **B.11 SECRETARIAT**

### **B.11.1 PROCEDURE**

- B.11.1.1 From time to time the Authorised Members shall appoint an organisation, normally affiliated with an Authorised Member, to provide a secretariat for that Agreement for a fixed length of time (this organisation shall be referred to as the provider of secretariat services).
- B.11.1.2 The secretariat has no decision making power, but acts in the best interests of the Agreement by faithfully implementing the Procedures and Rules and the Guidelines, including referring matters to the Chair or Committee for decision.
- B.11.1.3 The secretariat must maintain a record of the deliberations and decisions at each General, Mid-term or Special Meeting must facilitate and record exchanges of information between the Authorised Members, maintain a relevant website, and must seek to advise Authorised Members and others as to the policies and procedures to be adopted to give effect to the terms of the Agreement.
- B.11.1.4 The secretariat will be paid a fee for the provision of a schedule of services agreed by the Authorised Members .
- B.11.1.5 The performance of the secretariat will be monitored by the Committee to ensure that the secretariat serves the Agreement effectively and in good faith.
- B.11.1.6 These Rules will be given effect by a Multi-Party Agreement between the Agreements and other agreements participating in the International Engineering Alliance, and a specific contract agreed between the provider of secretariat services and the Governing Group established by the Multi-Party Agreement to act on behalf of the Agreement and all other agreements served by the secretariat.

## **B.12 CONTRIBUTION TO COSTS**

### **B.12.1 PRINCIPLE**

B.12.1.1 The general principle that underpins the Agreements is that Authorised, Conditional and Provisional Members and those expressing interests in the Agreements should be responsible for meeting their own costs of becoming involved, and then maintaining their involvement.

### **B.12.2 IN-KIND CONTRIBUTIONS**

B.12.2.1 Authorised Members are expected to make reasonable and equitable (taking into account the resources available to the Authorised Member and its size) contributions of staff or volunteer time, without charge, for participation in the affairs of the Agreement including, but not limited to, participating in meetings, correspondence and submissions on issues, development of policies and procedures, provision of people to undertake Evaluation and Review activities, and mentoring.

### **B.12.3. DIRECT COSTS**

B.12.3.1 Applicants to any Agreement will be expected to pay an application fee determined by the Governing Group to cover the cost of providing the services needed to facilitate the assessment of the application. Application fees shall be held by the provider of secretariat services for purposes deemed appropriate by the Governing Group.

B.12.3.2 Prospective and actual Authorised Members and those seeking or holding Provisional Membership are expected to meet the direct costs (e.g. travel, accommodation, meals) of those involved in processes required or recognised (e.g. mentoring) under the Agreement for gaining or maintaining either Authorised Member or Provisional Member.

B.12.3.3 Such costs shall be reimbursed via the organisations with whom the person is affiliated or, with the agreement of the organisation, directly to the person.

B.12.3.4 Arrangements shall be made by the host acting in agreement with the person travelling.

B.12.3.5 The cost basis shall be that air travel shall be by economy class except that flights exceeding 8 hours duration or overnight shall be by business class, and that accommodation shall be fully serviced 3 Star plus to 4 Star level.

B.12.1.6 On a long term basis, all Authorised, Conditional and Provisional Members are expected to make fair contributions to the costs of operating the secretariat as determined by the Multi-Party Agreement.

# SCHEDULE B1

## POST-NOMINAL PROTOCOLS

### 1. THE FOLLOWING FORMATS ARE PRESCRIBED FOR THOSE WISHING TO USE THE POST-NOMINAL TITLE:

- International Professional Engineer: IntPE (Jurisdiction)
- APEC Engineer APEC Engineer
- International Engineering Technologist: IntET (Jurisdiction)
  
- Note that the APEC Engineer post-nominal does not have an associated jurisdiction

### 2. THE JURISDICTION ABBREVIATIONS TO BE USED ARE:

- Australia (Aus) eg IntPE(Aus)
- Canada (Canada) eg IntPE(Canada) or IntET(Canada)
- Chinese Taipei (Chinese Taipei)
- Hong Kong-China (Hong Kong)
- India (India)
- Ireland (Irl)
- Japan (Jp)
- Korea (ROK)
- Malaysia (My)
- New Zealand (NZ)
- Singapore (Singapore)
- South Africa (SA)
- Sri Lanka (Sri Lanka)
- United Kingdom (UK)

# SECTION C: GUIDELINES

## C.1 APPLYING FOR PROVISIONAL MEMBERSHIP

### C.1.1 PRELIMINARY STEPS PRIOR TO MAKING APPLICATION

- C.1.1.1 The relevant Rules and Procedures are in Section B.3.1 of the Rules and Procedures
- C.1.1.2 An applicant wishing to become a Member should first contact the secretariat.
- C.1.1.3 The secretariat will provide the necessary documentation on procedures in the form of an Assessment Statement (see section B1) and will invite the applicant to provide an application fee and preliminary documentation on its jurisdictional registration, licensure or other recognition scheme for listing those adjudged competent for independent practice at the appropriate level. The applicant will be informed that a mentoring service is available should they want to make use of it.
- C.1.1.4 The Committee may provide advice on the level of detail required in the documentation, taking into account the extent to which the applicant has submitted relevant prior documentation in other contexts within the International Engineering Alliance, and the access that the Authorised Members have to the prior documentation.
- C.1.1.5 The secretariat will provide the preliminary documentation to the Committee for evaluation. If in the opinion of the Committee the standards, procedures and documentation do not appear to be compatible with the Requirements, they will advise the applicant that its system differs from the Requirements in certain fundamental respects (to be indicated) and determine whether the applicant wishes to undertake the major development work and pursue its application further when it believes the issues identified have been addressed.
- C.1.1.6 If the standards, procedures and documentation appear to the Committee to be compatible with the Requirements and, if it is the wish and demonstrated commitment of the applicant, the Committee may assign a team of two or three Authorised Members to act as Mentors to assist the applicant in progressing towards Provisional Membership.
- C.1.1.7 When the applicant chooses to proceed with its application for Provisional Membership it will request two of the existing Authorised Members to act as Nominators.
- C.1.1.8 When potential Nominators consider the applicant's jurisdictional system and the Assessment Statement have the potential to achieve the Requirements, they should inform the applicant that they are prepared to act as Nominators.
- C.1.1.9 There is no obligation on applicants to ensure that all Authorised Members are familiar with the applicant's systems. However, in addition to the Nominators, it is helpful if up to three further Authorised Members have had the opportunity to become familiar with the jurisdictional systems and the plans to implement the Assessment Statement prior to the application being considered.

## **C.1.2 DOCUMENTATION IN SUPPORT OF APPLICATIONS (ASSESSMENT STATEMENT)**

C.1.2.1 The documentation provided on the jurisdictional registration, licensure or equivalent recognition scheme and the Assessment Statement for the proposed jurisdictional section of the relevant international register should include the following sections, but the level of detail shall be as advised by the Committee:

C.1.2.2 The application documents should be limited to essential material only and generally not exceed 100 pages. Supplementary supporting data can be supplied in electronic format but this should also be limited.

## **C.1.3 APPLICANT**

Describe the organisation responsible for the operation or overseeing of the jurisdictional registration, licensing or other recognition scheme. Set out its governance arrangements, any relevant legislation or regulation which affects its operation. Show how it has demonstrable independence in its decision making from other bodies that might seek to exert influence. Describe the affiliations of the organisation with other engineering bodies, government and industry within the jurisdiction.

## **C.1.4 ACCREDITATION OF ENGINEERING EDUCATION**

Provide a description of tertiary education in engineering. Describe the nature of programmes, including admission standards. Provide the number and type of engineering institutions and programmes.

Describe the accrediting body, and the relationship between the applicant and the accrediting body. If the accrediting body is not a signatory to an Accord recognised by the International Engineering Alliance provide information as to what steps the accrediting body has taken to establish equivalence of its accreditation decisions to a relevant Accord graduate profile exemplar.

## **C.1.5 REGULATION OF ENGINEERING WORK**

Describe the context of engineering practice and the degree of regulation of particular forms of engineering work. Show how this relates to the role of the applicant as the registration, licensure or equivalent recognition body. Describe if there a protected title and scope of practice. Describe any differing categories of engineering practitioners and their academic requirements.

## **C.1.6 OPERATION OF THE REGISTRATION, LICENSURE OR OTHER RECOGNITION SCHEMES IN THE JURISDICTION**

Describe the following:

- The standards applied for registration, licensure or recognition at the relevant level within the jurisdictional system and if requirements have or will change with time, the dates for which particular requirements were or will be in place.
- The methods by which it is verified that sufficient engineering knowledge is held by candidates (usually through the candidate holding recognised qualifications)
- The methods of competence assessment used to determine that candidates have demonstrate the capability to undertake independent practice.
- The methods used to make decisions and moderate or quality assure those decisions.
- The methods of training of assessors, moderators and others involved in the processes.
- The methods used to deal with ethical conduct, complaints and poor performance



- The methods used to assure that registrations or licence holders are sufficiently maintaining current competence
- The policies and procedures in place to implement the above.
- The length of time the present processes have been in place.
- If the applicant is not a direct manager of the schemes but takes an oversight role, how the applicant assures itself that appropriate and consistent standards are being applied.

### **C.1.7 ASSESSMENT STATEMENT**

Set out the manner in which a jurisdictional section of the relevant international register will be developed and implemented. In particular applicants should:

- Show how it is determined that registrants on the international register either hold a qualification accredited under a relevant Accord, or that substantial equivalence as required by the Agreement has been demonstrated. Guidance Schedule ? sets out possible means for demonstrating substantial equivalence.
- By reference to the previous section, show how it will be determined that registrants have demonstrated the professional engineering competence for independent practice as a requirement of registration, licensure or other equivalent recognition in the jurisdiction; and
- Show how it will be verified that registrants have gained a minimum of seven years practical experience since graduation; and
- Show how it will be verified that registrants have spent at least two years in responsible charge of significant engineering work; and
- Show how it will be verified that registrants have maintained their continuing professional development at a satisfactory level, and
- Show how it will be verified that candidates accept an obligation to adhere to a suitable code of ethical conduct including clauses requiring that, when undertaking engineering activities, the individuals shall:
  - not misrepresent their educational qualifications or professional titles,
  - accept appropriate responsibility for their work and that carried out under their supervision,
  - ensure that they only undertake tasks for which they are competent
  - respect the personal rights of people with whom they work and the legal and cultural values of the societies in which they carry out assignments,
  - avoid conflicts of interest, observe proper duties of confidentiality, not accept or give inducements, and consider the public interest and be prepared to contribute to public debate on matters of technical understanding in fields in which they are competent to comment,

and must take reasonable steps to:

  - maintain their relevant competences at the necessary level,
  - provide impartial analysis and judgement to employers,
  - prevent avoidable danger to health and safety, and
  - minimise foreseeable and avoidable impacts on the environment.
- Show how it will be verified that registrants are within the responsibility of the jurisdiction, , and

- How the jurisdictional section of the register will be maintained up to date, including relevant ways to contact the registrant concerned (if the registrant gives permission)

## **C.2 GUIDELINES TO ASSIST IN EVALUATION OF APPLICATIONS**

Assessing substantial equivalence is a complex matter. The experience of the existing Authorised Members is that an evaluation based on documentation is only a first step – necessary but not sufficient. Confidence can only be achieved through a detailed evaluation, including close interaction and planned visits to observe processes and systems.

In particular, it is difficult to define on paper the standard of competence for independent practice. The same words can embrace a wide range of standards.

Documentation can describe criteria and procedures; but standards can only be reliably judged by experienced people through live interaction. Therefore applicants must give the opportunity for the nominators, and some other Authorised Members to be present at key decision points where the quality of evidence from potential registrants is evaluated against the relevant standard.

### **C.3 MENTORING**

An increasing number of jurisdictions are expressing interest in being part of one or more international agreements that have as their main purpose the international benchmarking of engineering education or engineering competence standards.

Authorised Members, when requested by the Committee, are willing to provide support, advice and guidance through a mentoring system to jurisdictions that are anticipating making formal application for Provisional Membership or applying for upgrading to Authorised Member.

The management of mentoring arrangements shall conform with any policy approved by the International Engineering Alliance in regard to risks to the safety and security of visitors.

#### **C.3.1 PRINCIPLES**

- C.3.1.1 It is up to each applicant or Provisional Member to decide whether they would like to participate in the Agreement mentoring process.
- C.3.1.2 Applicants or Provisional Members must formally request the Committee to appoint mentors by lodging a request with the secretariat.
- C.3.1.3 Mentoring relationships are set up for a set purpose and for a set period of time. The purpose, programme, and time period should be negotiated between the mentee and the mentor and approved at their first meeting.
- C.3.1.4 Mentoring is separate from the processes of applying for Provisional Membership or upgrading to become an Authorised Member. Having participated in a mentoring relationship will not guarantee a mentee successful admission to an Agreement either at the level of holding Provisional Membership or becoming an Authorised Member.
- C.3.1.5 Mentors are acting on behalf of the relevant Agreement. They must perform their duties in a professional and timely manner and must keep the Committee informed of the agreed terms of reference and programme for the mentoring relationship, when and what mentoring activities have been undertaken.
- C.3.1.6 The advice provided by the mentor is confidential to the mentee and mentors except that mentors may seek advice on specific issues from their home jurisdictions.
- C.3.1.7 There will be free and unfettered disclosure to each other by both the mentor and the mentee.

#### **C.3.2 APPOINTMENT OF MENTORS**

- C.3.2.1 On receipt of a formal request from an organisation for mentoring, the Committee will allocate two or three Authorised Members that will each be expected to identify an appropriate person to represent them on the mentoring team. Each representative must be knowledgeable of the standards and procedures within the registration, licensure or equivalent recognition schemes within their own jurisdiction.
- C.3.2.2 When allocating mentors the Committee will take cognisance of the size of the organisation to be mentored. There should be at least one representative on the mentoring team whose home organisation is of equivalent size and composition. Cognisance should also be taken of the geographical closeness of the mentor signatories to the organisation to be mentored.

### **C.3.3 REPORTING**

#### **C.3.3.1 Mentor to Mentee**

Mentors may advise the mentee verbally and in writing. The advice is confidential to the mentors and the mentee. Nevertheless, in order to provide helpful and accurate advice any issue may be discussed by the mentors with the body managing the quality assurance process for competence assessment within their home organisations to ensure consistency of approach.

The report may only be released to others, including the Committee, by permission of the mentee.

An organisation seeking Provisional Membership that had been mentored could include mentoring reports in the written information they provide to help demonstrate that their systems and standards are substantially equivalent to those of Authorised Members.

#### **C.3.3.2 Mentor Report to Authorised Members**

Mentors will provide the secretariat with an annual report to be distributed to Authorised Members stating:

- the agreed terms or reference of the mentoring relationship;
- the facts of mentor visits to the organisation of the mentee e.g. dates of visits, activities undertaken during the visit;
- a general statement as to progress toward Provisional or Authorised Membership.

### **C.3.4 CONSULTANTS**

Registration, licensure or equivalent bodies sometimes contract the services of a consultant to provide them with support in the development of systems and standards. These consultants are paid a fee for their services and are not recognised as representatives of the Authorised Members of the Agreements. If an organisation seeking Membership of an Agreement chooses to contract the services of a consultant they must do so at their own risk. If an Authorised Member is providing consultancy support to a prospective Member they must inform other Authorised Members of the relevant Agreement so as to declare any pecuniary interest.

### **C.3.5 MENTORING PROVIDED DIRECTLY BY INDIVIDUAL AUTHORISED MEMBERS**

Prospective Members may approach Authorised Members directly to request support through a mentoring arrangement. If Authorised Members accept this request then they must inform the secretariat so that other Authorised Members are made aware of the private mentoring arrangement. The Agreement, as a whole, cannot be responsible for the quality of advice and support provided through this private mentoring arrangement, which has not been approved by the Committee nor coordinated through the secretariat.

#### **C.4. APPLYING TO BECOME AN AUTHORISED MEMBER**

- C.4.1 The relevant Rules and Procedures are in Section B.3.2 of the Rules and Procedures
- C.4.2 During the period of Provisional Membership, it shall be open to all Authorised Members to visit the applicant at their own cost, but this is not a requirement, nor part of the evaluation process towards becoming an Authorised Member.
- C.4.3 Provisional Members may seek guidance from their mentors (if any) and the Committee as to how soon during their granted period of provisional status they might apply for evaluation towards becoming an Authorised Member.
- C.4.4 Applicants should note that achievement of signatory status of the appropriate Accord may simplify the process of evaluation for Authorised Membership.
- C.4.5 As stated in Section B.3.2 of the Rules and Procedures, when the applicant submits its application for evaluation towards upgrading to Authorised Membership, the Committee will assign three Authorised Members to provide Evaluators to examine and report on the applicant system and make recommendations to the Authorised Members, according to the possibilities set out in the Rules.
- C.4.6 The Evaluation will seek to establish that the implementation of the Assessment Statement is being followed and specifically that the following criteria are being fulfilled:
- a. That the standards of any relevant accreditation system for academic programs and/or examinations are substantially equivalent to systems operated under the relevant Agreement;
  - b. The process by which substantial equivalence of qualifications is determined is robust and conforms to good practice in the Agreement;
  - c. That the policies and procedures used are well documented, subject to regular review and updating, and accurately presented in the Assessment Statement.
  - d. That the processes by which engineers are registered domestically are robust and in accordance with the Assessment Statement and the description provided to the Review Team by the Authorised Member and that the competence standard required for registration is substantially equivalent to that of the Agreement (exemplified by the competence profiles approved by the Authorised Members);
  - e. That the processes by which individuals are registered on the jurisdictional section of the relevant international register are robust and in accordance with the Assessment Statement;
  - f. That the standard of professional judgement demonstrated through acceptance or rejection of applications is satisfactory, including the judgement regarding demonstration of sufficient and satisfactory evidence of current competence;

Cross checks of the standards and system in operation might be:-

- Is the educational standard equivalent to the relevant Accord? For non Accord jurisdictions this will require an in depth evaluation of educational standards and accreditation processes with a rigour similar to that required for Accord membership. The Accord review procedures should be used as guideline in undertaking this evaluation which may result in a two stage process i.e. an evaluation of the substantial equivalence of the

educational standards followed by an evaluation of the substantial equivalence of the competence assessment system.

- Is the standard of competence required in practice in accordance with the relevant exemplar competence profile?
- Are the candidate competence assessment procedures well established and practiced?
- Is the evaluation of continuing professional development sufficiently robust?
- Does the system demonstrate consistency of standards, operation and decisions including, as appropriate, formal moderation?
- Ultimately, as an overarching test, are the outcome standards and processes, as assessed by the Evaluators during live observation and interaction, substantially equivalent to those represented by other Authorised Members of the relevant Agreement?

## **C.5 PERIODIC REVIEW OF AUTHORISED MEMBERS**

### **C.5.1 RELEVANT RULES AND PROCEDURES**

The relevant rules and procedures are in Section B4 of the Rules and Procedures

### **C.5.2 GENERAL PROTOCOLS**

- C.5.2.1 Review Teams must embody a range of expertise in undertaking competence assessment and quality assuring the results of competence assessment processes. According to the Accord Rules and Procedures, the Committee must select at least three members for the Review Team.
- C.5.2.2 In selecting the Review Team, the Committee as well as the secretariat must be cognisant of any activities that may impede individuals from participating due to conflict of interest.
- C.5.2.3 In establishing the extent of review activities to be carried out on the ground in the jurisdiction the Review Team is expected to take into account:
- a. whether the jurisdiction is a signatory of the relevant Accord, and
  - b. the extent to which the Authorised Member has previously been visited by a review team, and
  - c. the quality and sufficiency of information supplied by the Authorised Member under review to confirm that the relevant standards, systems, and processes conform to the requirements and exemplars, and
  - d. Whether there have been substantial changes to education criteria or competence assessment standards, processes or systems of the Authorised Member since it was last reviewed.
- C.5.2.4 Protocols to be observed for non English speaking organisations where the Review Team members are not fluent in the language of the jurisdiction being reviewed:
- a. English translations shall be provided of the key parts of the pre-visit documents for each visit that is to be observed and must include sufficient information for the observers to become familiar with the observed institutions, programs, and visiting teams.
  - b. A single translator shall be provided. The organisation being reviewed should be responsible for that selection, but should select individuals who, in addition to having good language skills and a knowledge of the processes and systems, agree to hold a neutral position with regard to the observation process
- C.5.2.5 The Final Report may follow the example set out in Guideline Annex 3 and shall include:
- a. An executive summary outlining major system characteristics and citing recommended action with the appropriate action statement.
  - b. An overall introduction to the system under review and its standards
  - c. Information on policies / procedures and criteria for the system under review, including a comprehensive analysis of how the system addresses marginal, difficult conditional actions
  - d. A brief description of the types of assessment observed.

- e. Information on the conformity of the system with its own published policies and procedures
- f. Indications of any stated or observed substantial change to the criteria, policies or procedures of the system under review and the rationale for the change
- g. A statement as to whether the standard applied is substantially equivalent to that of other Authorised Members, which would normally be determined by:
  - o consideration by the reviewers as to whether they consider that the standard is substantially equivalent to those in their home jurisdictions, and
  - o a collective judgement by the Team as a whole as to whether the standard is substantially equivalent to that of the Agreement as illustrated by the exemplar competence profile of the relevant Agreement.
- h. Any statement of weakness or deficiency. A weakness indicates that the system is satisfactory but lacks the robustness that assures that the quality of the system not be compromised prior to the next general review. A deficiency indicates that the processes, policies and standards have been examined and found not to be equivalent to comparable practices of other Authorised Members.

C.5.2.6 All discussions concerning the Review must be held in confidence by the Review Team.

### **C.5.3 PRIOR TO THE REVIEW**

C.5.3.1 It is recognised that the form of the review will have minor differences due to the registration procedures of each Authorised Member but the following information shall be provided to the secretariat 60 days prior to commencement of the programme of review activities for distribution to the Review Team:

- a. The current approved Assessment Statement;
- b. A brief description of the domestic registration process;
- c. Details of the process applied for establishing the jurisdictional section of the relevant international register;
- d. A representative sample of evidence portfolios considered for entry to the register, under the following criteria:
  - o 12 portfolios should be submitted, where possible this should include 2 borderline admitted cases. (This number can be adjusted by the Committee in conjunction with the Review Team if the register under review is very small);
  - o Each portfolio shall include all materials submitted or written by the candidate (including any self-review, work samples, CPD records, work history etc.), any written referee statements, notes of any oral interview or discussion with referees, notes taken by the assessors, the reports submitted to the decision authority by the assessors, the relevant record of the decision by that body, any subsequent appeal and how this was auctioned.
  - o All applications shall have suitable annotation to prevent personal identification
- e. Documentation that cross-references the competence standard being applied by the Authorised member under review to the exemplar competence profile of the relevant Agreement.



f. The previous review report

C.5.3.2 The Review Team may request further relevant information to enable a comprehensive review of documentation to be made prior to the Review Visit. Any such request should be made through the secretariat.

C.5.3.3 Past review reports of the Authorised Member will be provided by the secretariat to the Review Team.

#### **C.5.4 REVIEW PROCESS**

C.5.4.1 Following consideration of the documentation submitted, the Review Team, in conjunction with the Committee, shall decide the method and extent of observation required after considering the matters set out in section C5.2. The relevant sections of the Review Report shall be completed with clear indication that the Review Team agreed unanimously.

C.5.4.2 It is recognised that the format of the review will have minor differences due to variations between the registration procedures of each Authorised Member. However, each Review will seek to establish that the implementation of the approved Assessment Statement is being followed and specifically that the following criteria are being fulfilled:

- g. That the standards of any relevant accreditation system for academic programs and/or examinations are substantially equivalent to systems operated under the relevant Agreement;
- h. The process by which substantial equivalence of qualifications is determined is robust and conforms to good practice in the Agreement;
- i. That the policies and procedures used are well documented, subject to regular review and updating, and accurately presented in the Assessment Statement.
- j. That the processes by which engineers are registered domestically are robust and in accordance with the Assessment Statement and the description provided to the Review Team by the Authorised Member and that the competence standard required for registration is substantially equivalent to that of the Agreement (exemplified by the competence profiles approved by the Authorised Members);
- k. That the processes by which individuals are registered on the jurisdictional section of the relevant international register are robust and in accordance with the Assessment Statement;
- l. That the standard of professional judgement demonstrated through acceptance or rejection of applications is satisfactory, including the judgement regarding demonstration of sufficient and satisfactory evidence of current competence;

C.5.4.3 The review process will normally include on site visits or alternative observation mechanisms such as video conferencing or video recording by at least two of the Review Team to observe at least three competence assessments, of which at least one should, if possible, be of a potentially marginal candidate. The team shall review the documentation of previously assessed candidates including at least one candidate assessed as marginal. In addition, at least one Team member shall observe a meeting of the decision authority.

C.5.4.4 In order to make most efficient use of time during an on-site visit and to ensure timely production of the report the following procedures should be adopted:

- a. The Review Team members should meet one day prior to the first observation of a competence assessment to review data, determine aspects to be examined in more detail, outline the report structure, allocate individual Team member responsibilities and meet with the host Authorised Member to obtain background information and clarify the systems and the visit programme.
- b. The visiting reviewers should meet with the assessors before and after they observe the interaction with the candidates, and sit in on the discussions between the assessors in reaching their recommendation as to whether competence was demonstrated.
- c. The Team should be non-participatory observers.
- d. The Team should refrain from making comments on the procedures or outcomes during the visits and only comment when requested to do so, after visits have been concluded and the intended recommendations made.
- e. The Team should have opportunity for discussion with those who have recently been through the competence assessment process
- f. In jurisdictions where competence is assessed primarily by examination and/or desk top evaluation of work history and continuing professional development the Team shall examine a wide range of candidate data to ascertain if the evaluation process provides an adequate assessment across all the elements of the relevant competence profile exemplar.
- g. Where assessment is carried out by a number of entities under the oversight of the Authorised Member the Team shall evaluate the processes for ensuring consistency of standards.
- h. The Review Team should visit the office of the Authorised Member and/or other bodies administering the jurisdictional section of the relevant international register and review all administrative and decision making processes.
- i. A post-visit Team meeting should be held to structure the report and if possible prepare it in outline.
- j. The Review Team, or at least one member of it, may return to observe the decision making meeting of the relevant decision body if the Team determines that such a visit is required to observe the decision making in respect of the competence assessments it observed.
- k. A draft Team report must be submitted to the Authorised Member under review to ensure correctness as to matters of fact.

C.5.4.5 Where alternative observation means are used, the procedure should be designed to be as closely equivalent to that above, guided by the need to obtain the equivalent level of information verification to that obtained during on-site observation.

## **C.6 FULFILLMENT OF AGREEMENT OBLIGATIONS**

### **C.6.1 RELEVANT RULES AND PROCEDURES**

The relevant rules and procedures are in Section B.7 of the Rules and Procedures

### **C.6.2 BIENNIAL REPORTS TO THE AGREEMENT GENERAL MEETING**

The biennial reports to the general meeting of the agreement should contain the following information:

#### **C.6.2.1 Contact Information**

- Name of Organisation:
- Address:
- Telephone:
- Fax:
- Email Address:
- Website:

#### **C.6.2.2 Leadership**

- Chief Executive Officer:
- President:
- Relevant Committee Members:
- Key Staff

#### **C.6.2.3 For Authorised and Conditional Members only**

- Any changes in occupational regulation for engineering in the jurisdiction and consequences for the activities of the member concerned.
- Assessment Statement Changes (Note: substantial changes to registration criteria, policies and practices must be reported immediately to the Committee).
- Any bilateral or multi-laterals agreements for mutual exemption formed.
- A statement of the extent of recognition that is available to those on other sections of the relevant international register.
- The number of cases known in which recognition has been given to individual persons under the Agreement
- Any problems or issues being encountered and any actions being undertaken to address weaknesses or deficiencies highlighted in reviews under the Agreement.
- Statistics in relation to both jurisdictional registers and the jurisdictional section of the international register including number of current registrants, any record kept of the engineering disciplines of those registrants, the number reviewed to ensure currency of their competence etc.)

#### **C.6.2.4 Provisional Members Only**

- A statement setting out progress towards making an application for Authorised Membership and who is providing mentorship,
- Information on any legislative changes, significant changes to registration criteria, policies and practices which may affect application for Authorised Membership,
- Information on emerging issues affecting professional practice within the Provisional Member's jurisdiction,

#### **C.7 BI-LATERAL AND MULTI-LATERAL AGREEMENTS**

Should two or more Authorised Members wish to form a bi-lateral or multi-lateral agreement as a means to give effect to their obligation to give benefit to those on a jurisdictional section of an international register they are recommended to use the form of agreement set out in Guidelines Annex 4

#### **C.8 ADVICE TO REGISTRANTS ON POST NOMINAL ABBREVIATIONS**

Authorised Members are required to inform registrants on their jurisdictional section of the relevant international register of the acceptable usage set out in Schedule B1.

# GUIDELINES ANNEX 1

## GUIDELINES ON CRITERIA AND PROCEDURES

The purpose of these guidelines is to assist organisations applying for Provisional Membership of an Agreement to develop an Assessment Statement. That statement should explain how the eligibility of practitioners to appear on the relevant international register is intended to be determined.

The relevant clauses can be found in the appropriate Agreements, in particular Section 2 and in the corresponding Rules and Procedures in particular the Schedules to the Agreements.

Individual competence at the point of entry to the register will require:

- 1. AN OVERALL LEVEL OF ACADEMIC ACHIEVEMENT AS A REQUIREMENT OF REGISTRATION, LICENSURE OR OTHER EQUIVALENT RECOGNITION WHICH IS SUBSTANTIALLY EQUIVALENT TO THAT OF A GRADUATE HOLDING AN ENGINEERING QUALIFICATION RECOGNISED BY A RELEVANT ACCORD**

For Authorised Membership of the Agreement, if the organization accrediting engineering qualifications in the jurisdiction holds signatory status of the relevant Accord, this requirement may be deemed to have been met in full.

- 2. A MINIMUM PERIOD OF PRACTICAL EXPERIENCE SINCE GRADUATION**

The exact definition of practical experience will be at the discretion of the Authorised Member concerned, but the work in question should be clearly relevant to the fields of engineering in which the applicant claims expertise. During this initial period, the candidate should participate in a range of roles and activities appropriate to these fields of engineering. However, their roles while they are in responsible charge of engineering work may be more focused.

- 3. A MINIMUM PERIOD IN RESPONSIBLE CHARGE OF ENGINEERING WORK**

The definition of engineering work will vary between disciplines and agreements. In general, the work should have required the exercise of independent engineering judgment, the projects or programs concerned should have been substantial in duration, cost, or complexity, and the applicant should have been personally accountable for their success or failure. Note in particular that the specified period of two years may, and often will, have been completed within the course of the seven years practical experience since graduation.

- 4. COMPETENCE FOR INDEPENDENT PRACTICE AS EXEMPLIFIED BY THE INTERNATIONAL ENGINEERING ALLIANCE COMPETENCY PROFILE**

Candidates for the International Register would, in addition to the educational base and maintaining CPD, have been assessed within their own economy as eligible for independent practice through a competency based assessment acceptable to the Authorised Members that confirms that they have developed the necessary level of practice skills and professional maturity to meet the IEA exemplar competency criteria.

A competency-based assessment is one through which potential registrants present evidence of their professional competence against criteria set by the Authorised Member.

The range and level of the competencies required, the form of the evidence to be presented and the criteria for assessment will vary for each economy but would normally be expected to include competence to –

- a. apply engineering knowledge to the analysis and solution of engineering problems; and
- b. provide technical and managerial leadership; and
- c. use effective communication and interpersonal skills.

## **5. CONTINUING PROFESSIONAL DEVELOPMENT AT A SATISFACTORY LEVEL**

The nature and extent of the required participation in continuing professional development both before and after entry to a register, and the manner in which compliance is audited, will remain at the discretion of the Authorised Member concerned, but should reflect emerging norms for such participation and should be appropriate to the discipline or disciplines in which the practitioner claims expertise.

The focus of CPD should be on actively learning or refreshing of knowledge and skills. Greatest benefit from CPD is normally obtained where the learning outcomes are defined, and the extent to which learning has occurred evaluated at the end of the CPD activity. Nevertheless, valuable learning can occur in a variety of ways and through a wide range of activities.

By undertaking a coherent programme of CPD across his or her field of engineering practice of about 50 hours of committed time per year a person would normally be able to maintain the currency of his or her knowledge and skills in the relevant field.

## **6. ACCEPTANCE OF ETHICAL RESPONSIBILITY IN PRACTICE**

Candidates would have been assessed as complying with the code of ethics applicable in their economy. The applicable codes would meet the requirements of Rules and Procedures Clause B2.2.

# GUIDELINES ANNEX 2

## GUIDELINES FOR REVIEWERS

### 1. INTRODUCTION

The Authorised Members of the relevant Agreement aim to establish a framework for the recognition of substantial equivalence of standards and quality assurance systems for establishing the competence of individuals for independent practice in professional engineering as a requirement of registration, licensure or other equivalent recognition within the jurisdictions of the Authorised Members.

The Agreements provide for Authorised Members to maintain jurisdictional sections of the relevant International Register and to only grant entry to those Registers to those practitioners who can demonstrate that they meet the relevant criteria. Refer to the Schedules to the Agreements

The Authorised Members have established an evaluation procedure for the evaluation of Provisional members wishing to upgrade to Authorised Member and the periodic review of Authorised Members. The Committee of the relevant Agreement appoints Evaluation or Review Teams from representatives nominated by the Members.

This document provides guidelines for members of Evaluation or Review Teams and must be used in conjunction with the Rules and Procedures laid down in the relevant governing documents as may be amended from time to time. These governing documents are available on the IEA website: [www.ieagreements.org](http://www.ieagreements.org). The relevant procedures are identified in specific sections and schedules of these documents, but Reviewers should be familiar with the full requirements, standards and procedures identified in the Rules and Procedures.

### 2. REVIEWERS/EVALUATORS NOMINATED BY AUTHORISED MEMBERS

You have been nominated by your jurisdiction as a Reviewer or Evaluator because you are an experienced assessor at the appropriate level and also have detailed knowledge and experience in the selection of candidates for the relevant International Register within your own jurisdiction. Your jurisdiction is obliged to ensure that you are fully briefed on the aims and objectives of the review process and what is expected from you as a Reviewer. To this end and unless already arranged, you should seek a briefing from your jurisdiction.

### 3. THE REVIEW OR EVALUATION PROCESS

The Evaluation and Review processes are described in the Rules and Procedures. You should familiarise yourself with both the Rules (section B) and the guidelines (section C).

The conduct of Evaluations for upgrade to Authorised Member or of Review of an existing Authorised Member may be slightly different but the overall purpose is to determine that:

- a. the relevant graduate attribute statements and competence profiles applied by the jurisdiction being reviewed or evaluated are substantially equivalent with those specified in the IEA document "Graduate Attributes and Professional Competencies" available on the IEA website under the heading "Graduate/professional competence profiles";
- b. the governance, written procedures and standards of the jurisdiction being reviewed meet all the requirements detailed in the relevant Agreement

- c. the assessment system applied by the jurisdiction being reviewed as demonstrated in the approved assessment statement, sample applications, other documents submitted, and as observed during any review or evaluation visit that may take place, follow robust procedures that enable it to make reliable decisions;
- d. those who are granted entry to the jurisdiction section of the relevant international register by the jurisdiction have gained at least seven years practical experience after graduation including two years in responsible charge of significant engineering work and maintained their continuing professional development at a satisfactory level.

As an Evaluator or Reviewer you will be one of a team of three appointed by the appropriate Committee. The team will normally include at least one member experienced in engineering education and one from an industrial or professional background. A Team Leader will be nominated by the Committee.

The process in which you have been invited to participate will be one of the following:

- a. Evaluation – Provisional Member seeking to become an Authorised Member;
- b. Periodic Review – Authorised Member receiving its six-year review;
- c. Out of cycle Review – Authorised Member that has made substantial changes to its assessment processes;
- d. Joint Periodic Review for more than one Agreement;

Prior to the review visit you will receive from the IEA Secretariat the documents that have been submitted by the Jurisdiction under review as specified in Section C Guidelines Section 5.2.

If you require further information or clarification on the documentation provided, you should seek this in consultation with your fellow Review Team members through the IEA Secretariat.

In establishing the extent of Review or Evaluation activities to be carried out on the ground in the jurisdiction the Review or Evaluation Team is expected to take into account:

- a. whether the jurisdiction is a signatory of the relevant Accord, and
- b. the extent to which the Authorised Member has previously been visited by a review team, and
- c. the quality and sufficiency of information supplied by the Authorised Member under review to confirm that the relevant standards, systems, and processes conform to the requirements and exemplars, and
- d. Whether there have been substantial changes to education criteria or competence assessment standards, processes or systems of the Authorised Member since it was last reviewed.

Nevertheless, when you and your fellow Review or Evaluation Team members have considered all the documentation provided you may, in consultation with the Committee, decide that a review visit is not necessary. This must be a unanimous decision and the relevant sections of the Review or Evaluation Report are required to reflect this fact.

Possible questions that may assist the reviewers are contained in Appendix A.

It is expected that the Team Leader will coordinate the preparation of the Evaluation or Review Report in consultation with all Review Team members. The accuracy of the facts in the final report should be checked with the jurisdiction being reviewed or evaluated, signed by all members of the Review or Evaluation Team and the signed report submitted to the Committee. If the accuracy of the facts in the final report cannot be agreed with the jurisdiction under review, the Jurisdiction's comments in this regard must be recorded in the Review Report.



After the Review Report is distributed to all Authorised Members you are expected to ensure that your jurisdiction's representatives at the next IEAM are fully briefed and capable of informed contribution to the debate and decision in your absence, but also for quality control purposes. You may not communicate or discuss the report with any other person or organization other than through the IEA Secretariat.

If you require clarification on the above procedures and requirements please do not hesitate to seek guidance from the Executive Committee or the Secretariat.

#### **4. WHAT YOU SHOULD DO NOW**

- Read thoroughly the relevant Foundation Document (available on the IEA website: [www.ieagrements.org](http://www.ieagrements.org));
- Read thoroughly the IEA document "Graduate Attributes and Professional Competencies" (available on the IEA website under the heading "Graduate/professional competence profiles");
- Seek a briefing meeting with your jurisdiction;
- Liaise with your fellow Review Team Members;
- Follow the Rules and procedures as closely as you can at all times.

**Thank you for volunteering to undertake this important work**

# APPENDIX A TO GUIDELINES ANNEX 2

## AIDE MEMOIRE FOR REVIEWERS

### 1. DOCUMENT EXAMINATION

Document examination should include evaluation of:

- Current fitness for purpose of the competence standards both in the context of the professions' practices in the jurisdiction and also in relation to the IEA exemplars. This will also include review of the terminology and interpretation around the concepts of 'complex', 'broadly defined' and 'well defined'
- Assessment methodologies and practices including:
  - Current assessment tools and possible use of alternative methodologies e.g. simulation – are the right tools being used in the right way?
  - Suitability of assessment application and reporting documentation
  - Selection, training and review of assessors
  - Corroboration of evidence
  - Prejudices in the system
  - Quality of written assignments and knowledge assessments
  - Consistency and validity of assessor judgements
- Access for practitioners including: Guidance, support and documentation relating to the assessment process
- The previous review and outcomes

### 2. REVIEW OF ANY INTERACTIVE ASSESSMENT

#### *Process*

- Appropriateness of assessment forms and data .
- Observation of assessments randomly selected by the reviewers

#### *Are Assessment methods:*

- appropriate
- suited to the performance being assessed
- fair and will not inhibit or interfere with performance
- integrated with work or learning
- manageable in terms of available resources.

#### *Is Evidence:*

- valid and fit for purpose
- collected from activities based on actual performance or that are as similar as possible to the conditions of actual performance
- authentic, so that the work being assessed can be attributed to the person being assessed
- sufficient to establish with confidence that all performance criteria have been met and that performance to the required standard could be repeated with consistency.

**Are Assessments:**

- systematic with planning and recording of all assessments
- open for candidates to understand the assessment process and have confidence in the results
- consistent so that judgments will be similar to judgments that other assessors would make

**3. GENERAL OBSERVATIONS**

- **All groups** Do the competence standards reflect current practice and requirements in the profession?
- Do the following aspects work satisfactorily:
  - Guidance, support and Information for candidates and their mentors on the requirements for professional registration?
  - Application forms and supporting information?
  - Types of assessment evidence required?
- Are there any barriers to the registration process for individuals and/or specific groups?

**Assessors**

- What training have assessors received?
- Was it sufficient?

**Structure of Assessment**

- Is the structure of the assessment system appropriate?
- Are there sufficient checks and balances to ensure robust, consistent judgments?

**GUIDELINE ANNEX 3**  
**GUIDELINES FOR REVIEW REPORTING**

**INTERNATIONAL COMPETENCY REVIEW REPORT**

**(insert name of competency agreement )**

**Authorised Member under review**

**Contact details**

**Review Visit Dates:** (Insert 'N/A' if visit not required)

**VISIT SCHEDULE**

(Insert 'N/A' if visit not required)

**COMPOSITION OF REVIEW TEAM**

**Name**

**Authorised Member Affiliation**

**Team Leader:**

**Team Member:**

**Team Member:**

**1. ASSESSMENT OF DOCUMENTATION**

**1.1 List Of Documents Reviewed**

**1.2 Comments Regarding Documentation**

## **2. ASSESSMENT OF PROCESSES**

### **2.1 Processes Reviewed**

### **2.2 Comments Regarding Processes**

## **3 ASSESSMENT OF STANDARDS**

### **2.1 Standards Reviewed**

### **2.2 Comments Regarding Standards**

## **4. REVIEW FINDINGS**

## **5. RECOMMENDATIONS**

### **DECLARATION**

*I confirm that this report is factually correct and presents a true and accurate record of the documentation and processes reviewed. I also confirm that the recommendations outlined in the report conform to the Agreement Rules and Procedures.*

**Team Leader Name:**

**Team Leader Signature:**

**Team Member Name:**

**Team Member Signature:**

**Team Member Name:**

**Team Member Signature:**

**Member under Review**

*We have sighted the report and had opportunity to correct matters of factual accuracy*

**Signature:**

# GUIDELINE ANNEX 4

## EXEMPLAR MULTILATERAL OR BILATERAL AGREEMENTS

1. Where an economy has a highly regulated system for licensing engineers/engineering technologists for obtaining rights of practice, and the monitoring committee of the Authorised Member organisation does not include persons from regulatory bodies who grant the rights of practice, cross border mobility may need to be facilitated by specific bilateral or multi-lateral agreements that commit the regulatory authorities to streamlined processes.
2. Bilateral agreements should be kept as simple as possible, based on the agreement of substantial equivalence under the relevant Agreement, stating only the criteria and processes required for their mutual exemption framework. A bilateral agreement should provide some certainty about requirements for an engineer/engineering technologist from one economy who wishes to practice in the other.
3. A bilateral or multi-lateral agreement should be a brief public document signed by representatives of the Authorised Members and the regulatory authorities in both economies that are party to it.
4. Once a bilateral or multi-lateral agreement has been concluded, it should be reported to the next General Meeting by lodging a copy of it with the Committee prior to the meeting. The secretariat will be required to keep a copy of such agreements for record purposes.
5. An example of the potential form of a bilateral agreement follows, which could form the basis of preparing an agreement appropriate to the specific economies involved.



**AGREEMENT for the  
Mutual Recognition of Licensed/Registered Engineers  
Between  
Jurisdictions of [first country] and [second country]  
To Facilitate Mobility of International Professional Engineers/Engineering  
Technologists/Engineering Technicians**

**1. PARTICIPANTS**

1.1 The [first signatory organisation]

1.2 The [second signatory organisation]

Both [organisations] are Authorised Members of the (name) Agreement (hereinafter the International Agreement)

1.3 The [authority/authorities responsible for registration/licensure or Participating Authority/Authorities]

**2. DEFINITIONS**

“Accredited Engineering Programme” means an engineering education programme accredited by [first signatory’s accreditation body] or by [second signatory’s accreditation body]. Both accreditation bodies maintain [international accreditation agreement, e.g. Washington Accord] accreditation standards.

“[Acronym or business name of first signatory]” means the [first signatory organisation].

“[Acronym or business name of second signatory]” means the [second signatory organisation].

“Home Economy” means the jurisdiction holding the Section of the relevant international register on which a person is registered.

“Host Economy” means the jurisdiction to which a person applies for reciprocal recognition under the terms of this Agreement.

“Participating Authority” means an authority responsible for registration/licensure in one of the signatory country jurisdictions, where this is not the International Agreement Authorised Member

“Licensing” and “Registration” mean the process by which a person obtains the right to independent practice within the Home Economy.

“Licensed/Registered person” means a person who has been granted licensure/registration status and has been admitted according to detailed assessments carried out by the responsible authority in the Home Economy.

“Substantially Equivalent Academic Qualification” means an academic qualification which is not an Accredited Programme, but which has been assessed and recognised as substantially equivalent to such by the relevant responsible authority in the Home Economy.

“Accord” means the agreement between certain accreditation bodies that:

- Recognises the substantial equivalence 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 economy are prepared to practise engineering at the entry level.

### **3. BASIS AND PURPOSE OF THIS AGREEMENT**

- 3.1 This Agreement supersedes all other such mutual recognition agreements between [first signatory organisation], [second signatory organisation] and the [Participating Authority/Authorities].
- 3.2 This Agreement is made within the wider framework of the International Agreement to which both the first two signatories are Authorised Members.
- 3.3 This Agreement is intended to permit the mutual recognition of [Licensed/Registered] persons from a Home Economy in the Host Economy. This Agreement sets out the standards, criteria, procedures and measures which:
- (a) are based on the general provisions within the International Agreement
  - (b) are based on objective and transparent criteria, such as competence and the ability to provide a service;
  - (c) are not more burdensome than necessary to ensure the quality of a service; and
  - (d) do not constitute a disguised restriction on the cross-border provision of a service.
- 3.4 Provisions under this Agreement apply to persons on the Section of the relevant international register in the Home Economy.
- 3.5 Nothing in this Agreement shall apply to individual practice or malpractice disputes.

### **4. SCOPE OF THIS AGREEMENT**

- 4.1 This Agreement covers persons registered on a Section of the relevant International Register in an Authorised Member jurisdiction.
- 4.2 It is intended that there be no discrimination based on place of origin or place of education.
- 4.3 This Agreement is intended for permanent or temporary [Licensure/Registration], depending on the needs of the individual applicant and any legislative limitations in each Jurisdiction.

### **5. MUTUAL RECOGNITION PROVISIONS AND LIMITATIONS**

- 5.1 [Insert first signatory organisation's provisions and limitations under this Agreement]
- 5.2 [Insert second signatory organisation's provisions and limitations under this Agreement]

5.3 [Insert Participating Authority's/Authorities' provisions and limitations under this Agreement]

## **6. ADDITIONAL PARTICIPATING AUTHORITIES**

6.1 Additional Participating Authorities may be added to this agreement if agreed to by the Authorised Members to this Agreement by means of an addendum to the Agreement, the signing of which binds that additional Participating Authority to the terms of this Agreement.

## **7. DISCIPLINE AND ENFORCEMENT**

7.1 Both Full Member Authorised Members and all Participating Authorities will extend cooperation to the extent possible on enforcement and disciplinary issues.

7.2 An application for Licensure/Registration made under this Agreement must include disclosure of any sanctions related to the practice of engineering in other Jurisdictions. Information regarding sanctions may be considered in the Licensure/Registration process.

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

7.4 Each Jurisdiction will take appropriate disciplinary action if a registered or licensed person violates the standards of that Jurisdiction. Each Jurisdiction shall promptly report sanctions to all other Jurisdictions in which it knows the person is Licensed or Registered.

7.5 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 Economy shall provide for review of cross-border sanctions.

## **8. IMMIGRATION AND VISA ISSUES**

8.1 Recognition and any licensure/registration granted under this Agreement in a Host Economy does not preclude the need to conform to applicable immigration and visa requirements of the Host Economy.

## **9. INFORMATION EXCHANGE**

9.1 The Authorised Members will notify each other and provide copies of any major changes in policy, criteria, procedures and programmes that might affect this Agreement.

9.2 The Authorised Members 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 Authorised Members to this Agreement 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 to this Agreement may request in writing consultation with another signatory regarding any actual or proposed measure or any other matter that it considers 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 Participating Authority may withdraw from the provisions of this Agreement six (6) months after it provides written notice of withdrawal to the other signatories and Participating Authorities. If a Participating Authority withdraws, the Agreement shall remain in force for the remaining Participating Authorities.

11.4 If at any time all Participating Authorities have withdrawn from the agreement, this agreement will automatically terminate.

11.5 This Agreement will automatically terminate if both signatories are not Authorised Members in good standing of the International Agreement

11.6 Any registrant/licensee approved or in the progress at the time of the Agreement will be treated as if this Agreement is still in existence.

EXECUTED [insert date]

[First signatory organisation name]

[Second signatory organisation name]

\_\_\_\_\_  
(name)  
(position)

\_\_\_\_\_  
(name)  
(position)

\_\_\_\_\_  
(name)  
(position)

\_\_\_\_\_  
(name)  
(position)

[Participating Authority]

[Participating Authority]

\_\_\_\_\_  
(name)  
(position)

\_\_\_\_\_  
(name)  
(position)