



ENGINEERS
AUSTRALIA



Agreement for

the Mutual Recognition of Licensed/Registered Engineers

between

The Institution of Engineers Sri Lanka

and

The Institution of Engineers Australia

To Facilitate Mobility of Professional Engineers Internationally

1. Participants

- 1.1. The Institution of Engineers Sri Lanka (**IESL**) which is authorised by the Sri Lankan International Professional Engineers Monitoring Committee to register International Professional Engineers in Sri Lanka.
- 1.2. The Institution of Engineers Australia (**Engineers Australia**) which is authorised by the Australian International Professional Engineers Monitoring Committee to register International Professional Engineers in Australia.

Both parties are Authorised Members of the International Professional Engineers Agreement (**International Agreement**) and are committed to working within the IEA to further strengthen the International Agreement such that International Agreement becomes the primary mechanism for recognition and mobility.

2. Definitions

"International Professional Engineer" means an engineer whose name appears on the International Professional Engineers Register of his or her Home Economy, being either Sri Lanka or Australia.

"Home Economy" means the jurisdiction in which an engineer is registered / licensed.

"Host Economy" means the jurisdiction to which an engineer applies for recognition under the terms of this Agreement.

"Registration /licensing" means the process by which a person obtains:

- a) registration on the International Professional Engineers Register and the Chartered Professional Engineers Register in Australia; or
- b) registration on the International Professional Engineers Register and equivalent of Chartered Professional Engineers Register in Sri Lanka.

3. Background

- 3.1. This Agreement is made within the wider framework of the International Agreement to which both parties are signatories.
- 3.2. Nothing in this Agreement will apply to individual practice or malpractice disputes.
- 3.3. Nothing in this Agreement applies to engineers in a Home Economy who have obtained registration / licensing in their Home Economy by means of a mutual recognition agreement involving a professional association in other jurisdictions.

4. Purpose

This Agreement is intended to permit the mutual recognition of registered/licensed engineers from a Home Economy in a Host Economy. This Agreement sets out standards, criteria, procedures and measures which:

- (a) are based on objective and transparent criteria, such as competence and the ability to provide a service;
- (b) are not more burdensome than necessary to ensure the quality of a service; and
- (c) do not constitute a disguised restriction on the cross-border provision of a service.

5. Scope

- 5.1. This Agreement applies to registered/licensed engineers whose names appear on the International Professional Engineers Register of the Home Economy.
- 5.2. It is intended that there be no discrimination based on place of origin or place of education. Each Party is entitled to require additional evidence to verify that the Registered/licensed engineer has sufficient standing to be granted status in the Host Economy .
- 5.3. This Agreement is intended for permanent or temporary registration/ licensing, depending on the needs of the individual applicant and any legislative limitations in each jurisdiction.

6. Mutual Recognition

6.1. Current Registration /Licensing Practices:

Sri Lanka

- (a) IESL is an assessing body for the qualifications and experience required by applicants seeking registration as International Professional Engineers. IESL maintains the register in Sri Lanka for International Professional Engineers.

Australia

- (b) Engineers Australia is an assessing body for the qualifications and experience required by applicants seeking registration as International Professional Engineers. Engineers Australia maintains the register in Australia for International Professional Engineers.

6.2. Registration /Licensing in the Host Economy under this Agreement

The qualification for registration/licensing in the Host Economy pursuant to this Agreement is:

- (i) membership of the International Professional Engineers Register in the Home Economy; and
- (ii) membership of Engineers Australia as a Chartered Professional Engineer or membership of the equivalent register in Sri Lanka.

Applicants must, in addition to the qualifications above, agree to the following in order to qualify for registration /licensing pursuant to this Agreement:

- (a) abide by the laws, rules and regulations of the Host Economy;
 - (b) **Have a Washington Accord accredited degree or its assessed academic equivalent.**
 - (c) meet the continuing competency assurance requirements of the Host Economy;
 - (d) conform to ethical standards of truth, honesty and integrity as the basis for ethical practice including, at a minimum, abiding by the ethical standards in the Host Economy;
 - (e) declare any previous application for registration / licensing to the Host Economy ; and
 - (f) complete an application form and pay any fee required.
- 6.3. Each party to this agreement will retain full discretion as to the registration / recognition of any applicant. If an applicant is recognised pursuant to this agreement, but the host jurisdiction rejects such an applicant on other grounds or insists upon additional requirements, the host jurisdiction may inform the home jurisdiction of the reasons for such rejection or additional requirements.

- 6.4. The Parties agree that fees should be reasonable and cover the costs only of assessing the applicant.
- 6.5. The Parties will make their own arrangement for assessment and offer facilities for representative(s) of the other to be present as observers at any required examinations or interviews.
- 6.6. Each Party will retain full discretion as to the registration /licensing of any applicant. If the Host Economy rejects an applicant, who is otherwise qualified for registration / licensing pursuant to this Agreement, or requests additional requirements, the Host Economy will inform the Home Economy of the reasons for such rejection or additional requirements, if requested.

7. Discipline and Enforcement

- 7.1. Where possible, the Parties will co-operate on enforcement and disciplinary issues.
- 7.2. An application for registration/ licensing must include disclosure of sanctions related to the practice of engineering in any other economies. Information regarding sanctions may be considered in the registration /licensing process.
- 7.3. An application for registration /licensing under this Agreement must include the applicant's written permission to distribute and exchange information regarding sanctions imposed. Failure to fully disclose or provide any of the required information may result in a denial of the application for registration/licensing, or for sanctions, including revocation of the registration / licence.
- 7.4. Each Party will take appropriate disciplinary action if an engineer violates standards of that jurisdiction. Subject to the applicable laws in each jurisdiction, the Parties agree to promptly report sanctions to all other jurisdictions in which it is aware the engineer is a registered/ licensed engineer.
- 7.5. Each Party will take appropriate action, subject to its own rules of procedure and principles of due process, related to a sanction that is reported to them by another jurisdiction. Each Home Economy will provide for review of cross-border sanctions.

8. Immigration and Visa Issues

Registration/ licensing in a Host Economy does not avoid the need to comply with applicable immigration and visa requirements of the Host Economy.

9. Information Exchange

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

10. Dispute Resolution

- 10.1. The Parties will use best endeavours to agree on the interpretation and application of this Agreement, and will 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. A Party may request in writing consultations with the Party regarding any actual or proposed measure or any other matter that it considers might affect the operation or interpretation of this Agreement.

11. Term

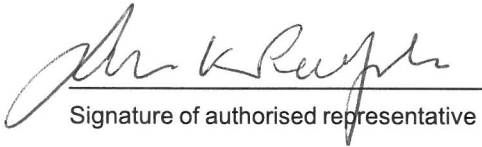
- 11.1. This Agreement commences on execution and continues for 5 years.
- 11.2. At the end of the 5 year term, the Parties may agree to renew the Agreement for another 5

years (or other agreed period) subject to any agreed changes.

- 11.3. Either Party may terminate this Agreement by giving 6 months written notice to the other.
- 11.4. If this Agreement is terminated under this clause 11, it will not affect a right of an applicant to practice in a Host Economy obtained through this Agreement.
- 11.5. This Agreement will automatically terminate if the Monitoring Committee in either jurisdiction ceases to be an authorised member of the International Professional Engineers Agreement.

EXECUTED as an agreement.

SIGNED for and on behalf of
the Institution of Engineers Australia
by its authorised representative:

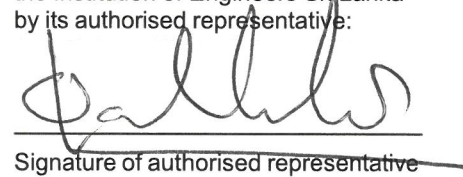

Signature of authorised representative

SUSAN KREAMER PILSFORD
Name of authorised representative

GENERAL MANAGER WA
Position of authorised representative

26 AUGUST 2023
Date

SIGNED for and on behalf of
the Institution of Engineers Sri Lanka
by its authorised representative:


Signature of authorised representative

Dr. KAMAL LAKSIRI
Name of authorised representative

PRESIDENT
Position of authorised representative

26th Aug 2023
Date