Bilateral Agreement/Arrangement
On Reciprocal Recognition of
Registered/Licensed Architects
in
[Economy 1] and [Economy 2]
to
Facilitate Mobility of Architects
in the Provision of Architectural Services
This **agreement/arrangement** is made on the [day] day of [month] [year]
between:

[Registration/licensing authority of participating economy 1]
of [physical address], in the first part

and

The **Economy 1** APEC Architect Monitoring Committee
of [physical address], in the second part

and

[Registration/licensing authority of participating economy 2]
of [physical address], in the third part

and

The **Economy 2** APEC Architect Monitoring Committee
of [physical address], in the fourth part.
PREAMBLE

A. [Registration/licensing authority of participating economy 1] is the [description of entity and the basis of its authority].

B. The [Economy 1] APEC Architect Monitoring Committee is an independent committee established in [Economy 1] in accordance with the APEC Architect Operations Manual with delegated authority of the APEC Architect Project Central Council (Central Council) to maintain a section of the APEC Architect Register in [Economy 1] and to act as a nominating body for the Central Council.

C. [Registration/licensing authority of participating economy 2] is the [description of entity and the basis of its authority].

D. The [Economy 2] APEC Architect Monitoring Committee is an independent committee established in [Economy 2] in accordance with the APEC Architect Operations Manual with delegated authority of the Central Council to maintain a section of the APEC Architect Register in [Economy 2] and to act as a nominating body for the Central Council.

E. The Parties acknowledge that the primary purpose of this Agreement/Arrangement is to facilitate APEC Architects to become registered to practise independently in a host economy as defined by reference to the APEC Architects Operations Manual [current year] (the Manual) annexed to this Agreement/Arrangement and marked with the letter A and as amended by the Central Council from time to time.

F. The Parties acknowledge that the [Economy 1] APEC Architect Monitoring Committee and the [Economy 2] APEC Architect Monitoring Committee have been authorized by the APEC Architect Central Council to operate a section of the APEC Architect Register in their respective economies.

G. The Parties acknowledge that each economy shares the recognition that APEC Architects who are on the APEC Architect Register in its economy meet all the requirements for registration/licensure as an Architect of the other economy in accordance with their mutual commitment to the provisions of the APEC Architect Reciprocal Recognition Framework, subject to the conditions and exceptions set out in this Agreement/Arrangement.
Affirming their common interest in the implementation and ongoing administration of the APEC Architect Framework in their respective economies, the Parties have agreed/mutually decided as follows:

**Article 1/Paragraph 1**

**Definitions**

1.1 The definitions detailed in the Manual apply in this Agreement/Arrangement.

1.2 For the purposes of this Agreement/Arrangement, the term “Architect” means a person (excluding a body corporate or other entity that is not a person) whose name is on the register of Architects held by a Regulatory Authority.

1.3 In this Agreement/Arrangement, unless the contrary intention appears:

- “APEC Architect” refers to an Architect whose name appears on the APEC Architect Register in their Home Economy
- “[Economy 1] Participants” means [registration/licensing authority of participating economy 1] and the [Economy 1] APEC Architect Monitoring Committee
- “[Economy 2] Participants” means [Registration/licensing authority of participating economy 2] and the [Economy 2] APEC Architect Monitoring Committee
- “The Parties” refers to the [Economy 1] Participants and the [Economy 2] Participants
- “Signatories” refers to the Parties.

**Article 2/Paragraph 2**

**Application of the APEC Architect Framework**

2.1 The Parties agree/mutually decide that the Operations Manual forms part of this Agreement/Arrangement.

2.2 The Parties agree/mutually decide that the Operations Manual forms the basis upon which the reciprocal recognition of Registered/Licensed Architects in [Economy 1] and [Economy 2] is to be effected and the manner in which the mobility of Architects in the provision of architectural services in [Economy 1] and [Economy 2] is to be facilitated.

2.3 The Parties agree/mutually decide that this Agreement/Arrangement shall not apply to Architects who have obtained registration/licensure in their home economy by means of a mutual recognition agreement involving a professional association in other economies or countries other than those from participating APEC economies.
2.4 The Parties agree/mutually decide that this Agreement/Arrangement applies to Registered/Licensed Architects who names appear on the APEC Architect Register of the home economy.

2.5 The Parties agree/mutually decide that nothing in this Agreement/Arrangement or the Manual is intended to discriminate against an APEC Architect on the basis of that Architect’s place of origin or place of education.

**Article 3/Paragraph 3**

**Purpose of this Agreement/Arrangement**

3.1 The Parties agree/mutually decide that the purpose of this Agreement/Arrangement is:

3.1.1 To facilitate the registration/licensure of an APEC Architect in [Economy 1] or [Economy 2] to enable that APEC Architect to provide services in either [Economy 1] or [Economy 2].

3.1.2 To set out standards, criteria, procedures and measures which:
- are assessed on objective and transparent criteria, including but not limited to professional competence and ability to satisfy any benchmark criteria
- are not more burdensome than necessary to ensure that the standards of architectural practise are maintain in the Host Economy
- do not constitute an unreasonable restriction on the cross-border provision of any architectural services between [Economy 1] and [Economy 2].

3.2 The Parties recognise that any differences between the standards and processes for registering/licensing Architects in [Economy 1] and [Economy 2] must be respected and appropriately addressed in order to allow qualified APEC Architects to offer professional services in the circumstances described above.

**Article 4/Paragraph 4**

**Reciprocal Recognition Provisions**

4.1 Current Registration/Licensure Procedures:

4.1.1 In [Economy 1], registration as an Architect is the responsibility of the [description of the registration/licensing authority of participating economy 1].

4.1.2 In [Economy 2], registration as an Architect is the responsibility of the [description of the registration/licensing authority of participating economy 2].

4.2 In [Economy 1], a person who is registered/licensed as an Architect may legally provide architectural services using the title “Architect”.

115
4.3 In [Economy 2], a person who is registered/licensed as an Architect may legally provide architectural services using the title “Architect”.

4.4 The Parties agree/mutually decide that the primary qualification for registration/licensure in the host economy pursuant to this Agreement is to be registered as an APEC Architect in the Home Economy.

4.5 The Parties agree/mutually decide that applicants must, in addition to demonstrating that their names are entered in the APEC Architect registered in the Home Economy, fulfil the following in order to qualify for registration/licensure in the Host Economy pursuant to this Agreement/Arrangement:

4.5.1 Successfully pass the domain-specific assessment imposed by the Host Economy.

4.5.2 Agree to:
- abide by the professional requirements, rules and regulations of the Host Economy
- satisfy the requirements to assure continuing competency, as imposed by the Host Economy
- observe any relevant code of professional conduct, and 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.

4.5.3 Provide information on the history of any previous application for registration/licensure in the Host Economy.

4.5.4 Complete an application form for registration/licensure in the relevant jurisdiction and pay the required fee.

4.6 The Parties agree/mutually decide that each economy will make its own arrangements for domain-specific assessment and make publicly available information on the domain-specific assessment.

4.7 Nothing in this Agreement/Arrangement will preclude an applicant from pursuing registration/licensure in a Host Economy through the exercise of alternative procedures.
Article 5/Paragraph 5

Implementation

5.1 The Parties agree/mutually decide that this Agreement/Arrangement will commence when:

5.1.1 the Regulatory Authority(s) in [Economy 1] has consented to and endorsed the terms of this Agreement/Arrangement.

5.1.2 the Regulatory Authority(s) in [Economy 2] has consented to and endorsed the terms of this Agreement/Arrangement.

5.2 The Parties acknowledge that the consent of the each Regulatory Authority in [Economy 1] and [Economy 2] is a fundamental pre-requisite to the commencement of this Agreement/Arrangement. It is further acknowledged that after the commencement of this Agreement/Arrangement the Regulatory Authority(s) in [Economy 1] must agree to accept [Economy 2] APEC Architects who seek registration, subject to the requirements of article 4.5, and also the Regulatory Authority in [Economy 2] must agree to accept [Economy 1] APEC Architects who seek registration, subject to the requirements of article 4.5.

5.3 The Parties agree/mutually decide to provide to each other a regularly updated report on implementation.

Article 6/Paragraph 6

Professional Discipline and Enforcement

Co-operation between Parties to the Agreement/Arrangement

6.1 The Parties recognise that Regulatory Authorities are responsible for any appropriate disciplinary action where an Architect violates the requirements detailed in article 4.5.2 in this Agreement/Arrangement.

Disclosure by an Applicant for Registration

6.2 The Parties agree/mutually decide that any application for registration/licensure under this Agreement/Arrangement must include disclosure by the applicant of any sanctions imposed against the applicant related to the practise of the Architect in any other countries and any APEC economies. The Parties acknowledge that information relating to the nature of sanctions imposed may be considered by the Regulatory Authority in the Host Economy as part of the registration/licensure process.

6.3 The Parties agree/mutually decide that any applicant for registration/licensing in the Host Economy under this Agreement/Arrangement must include the applicant’s written
permission to distribute and exchange information regarding sanction between both economies. The Parties acknowledge that any failure to fully disclose or provide any of the required information may be the basis of denial by a Regulatory Authority of the application for registration/licensure, or of the imposition of sanctions by a Regulatory Authority, including revocation of the registration/license.

**Article 7/Paragraph 7**

**Immigration and Visa Issues**

7.1 The Parties agree/mutually decide that registration/licensure in a Host Economy does not avoid the need to comply with any applicable immigration and visa requirements of the Host Economy.

**Article 8/Paragraph 8**

**Exchange of Information**

8.1 The Parties agree/mutually decide to notify each other and provide copies of any major changes in policy, criteria, procedures and programs that might affect this Agreement/Arrangement.

8.2 The Parties agree/mutually decide to provide each other annually a report providing details of all applications made pursuant to the terms of this Agreement/Arrangement.

**Article 9/Paragraph 9**

9.1 The Parties agree/mutually decide to at all times seek to apply a common approach to the interpretation and application of this Agreement/Arrangement, and to make every effort through co-operation and consultation to arrive at a mutually satisfactory resolution of any matter that might affect the operation of this Agreement/Arrangement.

9.2A Party to this Agreement/Arrangement may request in writing that consultation with the other Parties occur in relation to any matter that it considers might affect the operation or interpretation of this Agreement/Arrangement.

**Article 10/Paragraph 10**

**Terms of this Agreement**

10.1 The Parties agree/mutually decide that they will, at least every five (5) years, review and update the status of this Agreement/Arrangement and report on its effectiveness, and where appropriate or necessary recommend any changes.

10.2 The Parties agree/mutually decide that this Agreement may be terminated by any Party by giving to the Parties at least six (6) months prior written notice. The Parties
agree/mutually decide that the termination of this Agreement/Arrangement by a Party will no effect on the right to practise in a Host Economy obtained through the application of this Agreement/Arrangement.

10.3 The Parties agree/mutually decide that this Agreement/Arrangement will automatically terminate if the Monitoring Committee in either economy ceases to be authorised by the APEC Architect Central Council to operate an APEC Architect Register.
Signatories

SIGNED this .................. day of ..................................

[ECONOMY 1]

(signature) ............................
[Name], [Title], [Registration/licensing authority of participating economy 1]

In the presence of

(signature) ............................
[Name], [Title]

and

(signature) ............................
[Name], [Title], [Economy 1] APEC Architect Monitoring Committee

In the presence of

(signature) ............................
[Name], [Title]

AND

[ECONOMY 2]

(signature) ............................
[Name], [Title], [Registration/licensing authority of participating economy 2]

In the presence of

(signature) ............................
[Name], [Title]

And
(signature) ...................................
[Name], [Title], [Economy 2] APEC Architect Monitoring Committee

In the presence of

(signature) ...................................
[Name], [Title]