



**Australia Pacific
Economic Cooperation**

APEC Architect

**Bilateral Agreement
on
Reciprocal Recognition of
Registered/Licensed Architects
in
Chinese Taipei and Australia
to
Facilitate Mobility of Architects
in the Provision of Architectural Services**

THIS AGREEMENT is made the day of 2007.

BETWEEN:

THE NATIONAL ASSOCIATION OF ARCHITECTS, R.O.C. (Taiwan)
of 13F-1, No.51, Keelung Road, Taipei, Taiwan, 11052 ('NAA'), in the first part

AND:

THE CHINESE TAIPEI APEC ARCHITECT MONITORING COMMITTEE
C/- The National Association of Architects
of 13F-1, No.51, Keelung Road, Taipei, Taiwan, 11052, in the second part

AND:

ARCHITECTS ACCREDITATION COUNCIL OF AUSTRALIA LTD
[ACN 109 433 114] of Suite 1, Level 2, Ethos House, 28 – 35 Ainslie Avenue,
Canberra City in the Australian Capital Territory, Australia, 2608 ('AACA') of the third part

AND:

THE AUSTRALIAN APEC ARCHITECT MONITORING COMMITTEE
C/- Architects Accreditation Council of Australia
of Suite 1, Level 2, Ethos House, 28 – 35 Ainslie Avenue,
Canberra City in the Australian Capital Territory, Australia, 2608, in the fourth part.

PREAMBLE

- A. *The National Association of Architects, R.O.C. (Taiwan) (NAA)* is the national organisation established by law, supervised and guided by the Construction and Planning Agency (CAPA), and composed of representatives of Taiwan Architects Association, Taipei Architects Association, Kaohsiung Architects Association, and FuKien Architects Association. The NAA is responsible for issues relating to the registration of architects in Chinese Taipei and has the role of establishing and maintaining mutual recognition agreements with overseas authorities.
- B. The *Chinese Taipei APEC Architect Monitoring Committee* is an independent committee established in Chinese Taipei 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 Chinese Taipei and to act as a nominating body for the Central Council.
- C. *The Architects Accreditation Council of Australia (AACAA)* is the national organisation responsible for co-ordinating and advocating national standards for the Architects in Australia and for establishing and maintaining mutual recognition agreements with relevant overseas authorities. AACAA is composed of representatives of the Registration Boards of each regional jurisdictions (being the States and Territories) and is responsible for the development of strategies and procedures relating to the accreditation and registration of Architects in Australia.
- D. The *APEC Architect Australian Monitoring Committee* is an independent committee established in Australia 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 Australia and to act as a nominating body for the Central Council.
- E. The parties acknowledge that the primary purpose of this Agreement is to facilitate APEC Architects to become registered to practice independently in a host economy as defined by reference to the APEC Architects Operations Manual 2006 annexed to this Agreement and marked with the Letter A and as amended by the Central Council from time to time ('the Manual').
- F. The parties acknowledge that the *Chinese Taipei APEC Architect Monitoring Committee* and the *Australian APEC Architect Monitoring Committee* have been authorised by the APEC Architect Central Council to operate a section of the APEC Architect Register in their respective economies, and both economies have established and maintain 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.

AFFIRMING their common interest in the implementation and ongoing administration of the APEC Architect Framework in their respective countries **THE PARTIES HAVE AGREED** as follows:

ARTICLE 1

Definitions

- 1.1 The Definitions detailed in the Manual apply in this Agreement.
- 1.2 For the purposes of this Agreement the term 'Architect' means a person (excluding any 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, unless the contrary intention appears:
 - "*APEC Architect*" refers to an Architect whose name appears on the APEC Architect Register in their Home Economy;
 - "*Australian Participants*" means AACA and the Australian APEC Architect Monitoring Committee
 - "*Chinese Taipei Participants*" means NAA and the Chinese Taipei APEC Architect Monitoring Committee
 - "*the Parties*" refers to the Australian Participants and the Chinese Taipei Participants; and
 - "*Signatories*" refers to the Parties.

ARTICLE 2

Application of the APEC Architect Framework

- 2.1 The parties agree that the Operations Manual forms part of this Agreement.
- 2.2 The parties agree that the Operations Manual forms the basis upon which the reciprocal recognition of registered / licensed architects in Chinese Taipei and Australia is to be effected and the manner in which the mobility of Architects in the provision of architectural services in Chinese Taipei and Australia is to be facilitated.
- 2.3 The parties agree that this Agreement 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 countries other than those from participating APEC economies.
- 2.4 The Parties agree that this Agreement applies to registered / licensed Architects whose names appear on the APEC Architect Register of the home economy.
- 2.5 The Parties agree that nothing in this Agreement or the Operations Manual is intended discriminate against an APEC Architect on the basis of that Architect's place of origin or place of education.

ARTICLE 3

Purpose of this Agreement

- 3.1 The parties agree that the purpose of this Agreement is:
- 3.1.1 To facilitate the registration / licensure of an APEC Architect in Chinese Taipei or Australia to enable that APEC Architect to provide services as an architect in either Chinese Taipei or Australia;
 - 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 the that standards of architectural practice are maintained in the Host Economy; and
 - do not constitute an unreasonable restriction on the cross-border provision of any architectural services between Chinese Taipei and Australia.
- 3.2 The parties recognise that any differences between the standards and processes for registering / licensing Architects in Chinese Taipei and Australia must be respected and appropriately addressed in order to allow qualified APEC Architects to offer professional services in the circumstances described above.

ARTICLE 4

Reciprocal Recognition Provisions

4.1 Current Registration / Licensure Procedures

4.1.1 In Chinese Taipei, registration as an Architect is the responsibility of Ministry of Interior; licensing for practice is the responsibility of government authority – the municipal government at the municipal level, and the county (city) government at the county (city) level.

4.1.2 In Australia, registration as an architect is the responsibility of the individual State and Territory Architects Registration Boards.

4.2 In Chinese Taipei, a person who is registered / licensed as an Architect may legally provide architectural services using the title 'Architect'

4.3 In Australia, a person who is registered as an architect may legally provide architectural services using the title 'Architect'.

4.4 The Parties agree 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 that applicants must, in addition to demonstrating that their names are entered in the APEC Architect Register in the Home Economy, fulfill the following in order to qualify for registration / licensure in the Host Economy pursuant to this Agreement:

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 the continuing competency imposed in the Host Economy; and
- . 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 to the Host Economy; and

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

4.6 The Parties agree 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 will preclude an applicant from pursuing registration / licensure in a Host Economy through the exercise of alternative procedures.

ARTICLE 5

Implementation

5.1 The Parties agree that this Agreement will commence when:

5.1.1 Each Regulatory Authority in Chinese Taipei has consented to and endorsed the terms of this Agreement; and

5.1.2 Each Regulatory Authority in Australia has consented to and endorsed the terms of this Agreement.

5.2 The parties acknowledge that the consent of each Regulatory Authority in Australia and Chinese Taipei is a fundamental pre-requisite to the commencement of this Agreement. It is further acknowledged that after the commencement of this Agreement, each Regulatory Authority in Chinese Taipei must agree to accept Australian Architects who seek registration; and also, each Regulatory Authority in Australia must agree to accept Chinese Taipei APEC Architects who seek registration.

5.3 The parties agree to provide to each other a regularly updated report on implementation.

ARTICLE 6

Professional Discipline and Enforcement

Co-operation between Parties to the Agreement

6.1 The Parties recognise that Regulatory Authorities are responsible for any appropriate disciplinary action where an Architect violates the requirements detailed at Article 4.5.2 of this Agreement.

Disclosure by an Applicant for Registration

6.2 The Parties agree that any application for registration / licensure under this Agreement must include disclosure by the applicant of any sanctions imposed against them related to the practice 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 that an applicant for registration / licensing in the Host Economy under this Agreement must include the applicant's written permission to distribute and exchange information regarding sanctions between both countries. The Parties acknowledge that any failure to fully disclose or provide any of the required information may be the basis for denial by a Regulatory Authority of the application for registration / licensure, or for the imposition of sanctions by a Regulatory Authority, including revocation of the registration / license.

ARTICLE 7

Immigration and Visa Issues

7.1 The Parties agree 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

Exchange of Information

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

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

ARTICLE 9

Consultation

9.1 The Parties agree to at all times seek to apply a common approach to the interpretation and application of this Agreement, 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.

9.2 A Party to this Agreement 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.

ARTICLE 10

Term of this Agreement

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

10.2 The parties agree 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 that the termination of this Agreement by a Party will not affect a right to practice in a Host Economy obtained through the application of this Agreement.

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

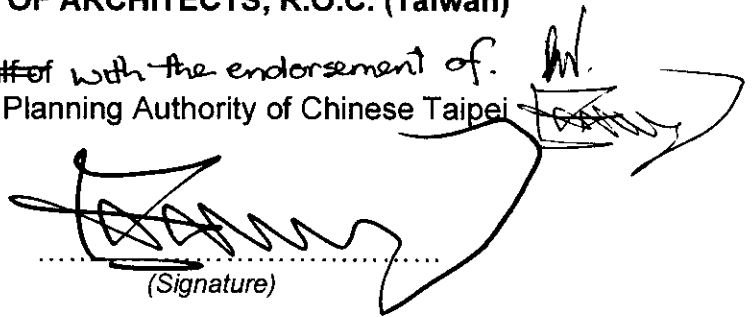
SIGNED for and on behalf of
THE NATIONAL ASSOCIATION OF ARCHITECTS, R.O.C. (Taiwan)
by the following person duly authorised
by the said **THE NATIONAL ASSOCIATION OF ARCHITECTS, R.O.C. (Taiwan)**
to execute this document and
who is also executing this document ~~on behalf of~~ with the endorsement of.
~~the Director General of~~ the Construction and Planning Authority of Chinese Taipei

CHOU, KUANG CHOU

(Printed Name)

President of NAA

(Title)


.....
(Signature)

Sept. 16 '07

(Date)

in the presence of:

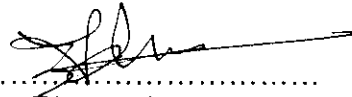
Shan-Tsuh Chen

(Printed Name)

Member of

CTAAAC

(Title)


.....
(Signature)

Sept 16. 07

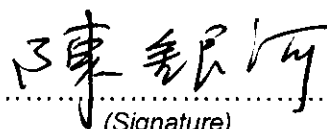
(Date)

AND:

SIGNED for and on behalf of the
CHINESE TAIPEI APEC ARCHITECT MONITORING COMMITTEE
by the following person duly authorised
by the said **CHINESE TAIPEI APEC ARCHITECT MONITORING COMMITTEE**
to execute this document.

Yin-Ibo CHEN

(Printed Name)


.....
(Signature)

Chairman Chinese Taipei M.C

(Title)

Sept. 16. 2007

(Date)

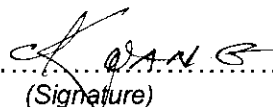
in the presence of:

WANG, ERH KUNG

(Printed Name)

Member of CTAAAC

(Title)

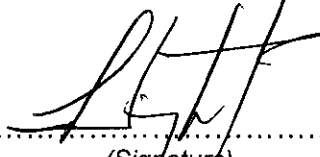

.....
(Signature)

Sept. 16 2007

(Date)

SIGNED for and on behalf of the
ARCHITECTS ACCREDITATION COUNCIL OF AUSTRALIA
by the following persons duly authorised
by the said **ARCHITECTS ACCREDITATION COUNCIL OF AUSTRALIA**
to execute this document.

BRIAN WRIGHT
(Printed Name)

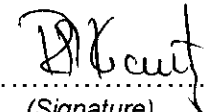

(Signature)

PRESIDENT
(Title)

16 SEPT 2007
(Date)

in the presence of:

RICHARD KRANTZ
(Printed Name)


(Signature)

DIRECTOR
(Title)

16 SEPTEMBER 2007
(Date)

AND:

ANDREW HUTSON
(Printed Name)


(Signature)

DIRECTOR
(Title)

16 SEPT 2007
(Date)

in the presence of:

RICHARD KRANTZ
(Printed Name)


(Signature)

DIRECTOR
(Title)

16 SEPTEMBER 2007
(Date)

AND:

SIGNED for and on behalf of the

AUSTRALIAN APEC ARCHITECT MONITORING COMMITTEE

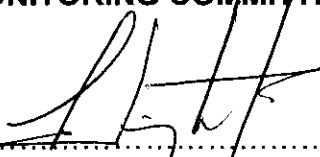
by the following person duly authorised

by the said **AUSTRALIAN APEC ARCHITECT MONITORING COMMITTEE**

to execute this document.

.....
BRAND WRIGHT

(Printed Name)

.....


(Signature)

.....
PRESIDENT

(Title)

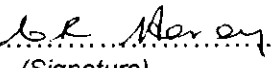
.....
16 SEPT 2007

(Date)

in the presence of:

.....
CHRISTINE HARDING

(Printed Name)

.....


(Signature)

.....
REGISTRAR

(Title)

.....
16 SEPT 2007

(Date)