



The Mutual Recognition Agreement of Engineers

between

The Institution of Engineers of Ireland

and

The Engineering Council of South Africa

MUTUAL RECOGNITION AGREEMENT

1. PARTIES

The Institution of Engineers of Ireland, 22 Clyde Road, Ballsbridge, Dublin D04R3N2, Ireland, herein after referred to as "**Engineers Ireland**".

and

The Engineering Council of South Africa, 1st Floor, Waterview Corner Building, 2 Ernest Oppenheimer Avenue, Bruma Lake Office Park, Bruma, Johannesburg 2198, herein after referred to as "**ECSA**".

2. PREAMBLE

- 2.1. Engineers Ireland is the regulatory body for the Ireland engineering profession, setting out and maintaining internationally recognised standards of professional competence and commitment.
- 2.2. ECSA is a statutory body established in terms of the Engineering Profession Act (EPA), 46 of 2000. The ECSA's primary role is the regulation of the engineering profession in terms of the Act. Its core functions are the accreditation of engineering programmes, registration of persons as professionals in specified categories and the regulation of the practice of registered persons.
- 2.3. Engineers Ireland and the ECSA are Authorised Members of the International Professional Engineers Agreement (IPEA), the International Engineering Technologists Agreement (IETA) and the Agreement for International Engineering Technicians (AIET).

3. DEFINITIONS

"**Accredited engineering program**" means a tertiary engineering education program accredited by Engineers Ireland or ECSA to the standards of the Washington, Sydney or Dublin Accords.

“Dublin Accord” means an international agreement among bodies responsible for accrediting and approving engineering education qualifications and programmes. The Dublin Accord recognises the substantial equivalence of qualifications and programmes, approved or accredited for Engineering Technician (EngTech) registration, to the IEA Graduate Attributes.

“Home jurisdiction” means the designated jurisdiction in which a person is registered or is a member.

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

“International Engineering Alliance (IEA)” means partnership of international organisations and responsible for the governance of the international accords such as the Dublin, Sydney and Washington Accords

“Member” for Engineers Ireland means the following: Fellow (CEng FIEI), Chartered Engineer (CEng MIEI), Associate Engineer (AEng MIEI) and Engineering Technician (Eng Tech MIEI);

“Member” for ECSA means a person who is registered at the Council in one of the prescribed categories.

“Practice of engineering” is as defined in each jurisdiction for that jurisdiction.

“Registration” means the process by which a person obtains the right to use the title:

- (a) Fellow (CEng FIEI), Chartered Engineer (CEng MIEI), Associate Engineer (AEng MIEI) and Engineering Technician (Eng Tech MIEI) granted by Engineers Ireland;
- (b) Professional Engineer (Pr Eng), Professional Engineering Technologist (Pr Tech Eng), and Professional Engineering Technician (Pr Techni Eng) granted by ECSA.

“Sydney Accord” means an international agreement among bodies responsible for accrediting and approving engineering education qualifications and programmes. The Sydney Accord recognises the substantial equivalence of programmes, accredited for the purpose of Engineering Technologist (Incorporated Engineer, IEng) registration, to the IEA Graduate Attributes.

"Substantially equivalent academic formation" means an academic background that is not an accredited engineering program, but has been assessed and recognised as substantially equivalent by Engineers Ireland or ECSA.

"Washington Accord" means an international agreement among bodies responsible for accrediting engineering degree programmes, recognising the substantial equivalence of such programmes to the IEA Graduate Attributes for entry to the practice of engineering.

4. PURPOSE

4.1 This Agreement is intended to permit the mutual recognition of members of each organisation holding professional titles in their home jurisdiction in the host jurisdiction in the relevant registration category.

4.2 The mutual recognition provisions cover:

4.2.1 members of Engineers Ireland who hold an accredited engineering qualification, or substantially equivalent academic formation for the relevant occupational category and have attained the professional title of Chartered Engineer, Associate Engineer or Engineering Technician granted by Engineers Ireland or members who are registered on the National Engineering Register administered by Engineers Ireland; and

4.2.2 members of the ECSA who hold an accredited engineering qualification, or substantially equivalent academic formation for the relevant category and have attained the professional title Professional Engineer, Professional Engineering Technologist or Professional Engineering Technician granted by ECSA.

5. MUTUAL RECOGNITION PROVISIONS

5.1 In conferring the Chartered title or registering an engineer on the National Engineering Register, Engineers Ireland requires the following:

5.1.1 successful completion of an Engineers Ireland accredited engineering program, or substantially equivalent academic formation for the relevant occupational category; and

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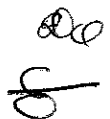
- 5.1.2 assessment by Engineers Ireland to determine eligibility for independent practice by demonstration of specified competencies at Stage 2 (experienced practitioner) at the level of professional engineer, engineering technologist or engineering associate as appropriate; and
 - 5.1.3 a professional interview; and
 - 5.1.4 maintenance of continuing professional development at the prescribed level as confirmed by annual self-certification and periodic audit.
 - 5.1.5 compliance with membership regulations and Code of Ethics
- 5.2 In granting registration as a Professional Engineer, Professional Engineering Technologist and Professional Engineering Technician, ECSA requires the following:
- 5.2.1 attainment of an accredited engineering program or substantially equivalent academic formation for the relevant registration category;
 - 5.2.2 assessment by ECSA to determine eligibility for independent practice by demonstration of specified professional competencies (experienced practitioner) at the level of professional engineer, engineering technologist or engineering technician as appropriate;
 - 5.2.3 a professional interview; and
 - 5.2.4 Evidence of Initial Professional Development at the prescribed level.
- 5.3 Engineers Ireland and ECSA are full signatories to the Washington, Sydney and Dublin Accords.
- 5.4 The primary qualification for registration in the Host jurisdiction pursuant to this Agreement is being registered in accordance with the requirements of the Home jurisdiction.
- 5.5 Applicants seeking mutual recognition under this Agreement must also:
- 5.5.1 abide by the laws, rules and regulations of the host jurisdiction;
 - 5.5.2 meet the continuing competency assurance requirements of the host jurisdiction;

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- 5.5.3 conform to the 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 jurisdiction;
 - 5.5.4 declare any previous application for registration to the host jurisdiction; and
 - 5.5.5 complete the appropriate application form(s) and pay any fee required as prescribed by host jurisdiction as set out in Annexure "A" and Annexure "B" respectively.
 - 5.5.6 Must not be in breach of disciplinary code or have action pending in the host jurisdiction.
- 5.6 Each party to this Agreement will retain full discretion as to the registration of any applicant. If an applicant is qualified for registration pursuant to this Agreement, but the host jurisdiction rejects such applicant on other grounds or insists upon additional requirements, the host jurisdiction is to inform the home jurisdiction of the reasons for such rejection or additional requirements, upon request.
- 5.7 Nothing in this Agreement will preclude an applicant from pursuing registration in the host jurisdiction through their normal procedures.
- 5.8 Nothing in this agreement supersedes national legislation as applicable in the jurisdiction of the signatory.

6. DISCIPLINE AND ENFORCEMENT

- 6.1. Engineers Ireland and the ECSA will co-operate to the extent possible on enforcement and disciplinary issues and each party will take appropriate disciplinary action if an applicant violates the standards of the host jurisdiction.
- 6.2. An application for registration under this agreement must include disclosure of sanctions related to the practice of engineering in any other jurisdiction. Information regarding sanctions may be considered in the registration process.



- 6.3. Engineers Ireland and the ECSA will take appropriate action, subject to their procedure and principles of due process, in respect of a sanction that is reported by one party to the other.

7. IMMIGRATION AND VISA ISSUES

Registration in the host jurisdiction does not avoid the need to comply with applicable immigration and visa requirements of the host jurisdiction.

8. INFORMATION EXCHANGE

- 8.1. The parties will notify each other and provide copies of any principle changes in internal policy, criteria, procedures and programs that might affect this Agreement.

- 8.2. The parties may request an annual report of all applicants who have applied for registration pursuant to the terms of this Agreement.

- 8.3. Any exchange of registration information between participating authorities will be with the prior consent of the registrant according to the European Union's General Data Protection Regulations (GDPR). The registrant privacy notice of each party is found in the following locations: <http://engineersireland.ie/About/Privacy-Policy.aspx>

9. DISPUTE RESOLUTION

- 9.1. The parties to this Agreement will at all times endeavour to have a common recognition 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.

- 9.2. A party may request a consultation with the other party regarding any actual or proposed measure or any other matter that it considers might affect the operation or interpretation of this Agreement.

10. PROMOTION OF THE AGREEMENT

Each organisation may promote the existence of this Agreement on its web site.



11. COMMENCEMENT DATE

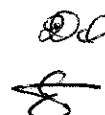
This Agreement will come into effect on the day it is signed by the authorised representatives of both organisations.

12. CONFIDENTIALITY

- 12.1 All parties hereby acknowledge that each party shall keep confidential and shall not disclose to any third person confidential information which belongs to the other party or which the parties have the right to use, except as is required by law, at any time during the terms of this Agreement.
- 12.2 The parties agree that they will safeguard the Confidential Information of each party and will prevent disclosure thereof to any third person. A party shall not disclose the other parties' Confidential Information to any of their employees or contractors, except those employees or contractors for whom such disclosure are necessary for the effective performance of the duties under this Agreement.
- 12.3 The Parties agree that they will comply with the provisions of the Protection of Personal Information Legislation in accordance with the requirements of the Home jurisdiction, with specific reference to Act 4 of 2013 of the Republic of South Africa (as amended from time to time) in the processing personal information of the other Parties or the other Parties members, students, clients or stakeholders.

13. DOMICILIA AND NOTICES

- 13.1 The parties choose as their *domicilium citandi et executandi* for all purposes under this Agreement, whether in respect of notices or other document communication of whatsoever, the following addresses:
- 13.1.1 **Engineers Ireland**
Physical
Address:
22 Clyde Road, Ballsbridge, Dublin D04 R3N2,
Ireland
- Contact Person: Mr Damien Owens, CEng FIEI
Registrar
Telephone: +353 1 665 1333
E-mail: dowens@engineersireland.ie



13.1.2 **Engineering Council of South Africa**
Physical
Address:
Waterview
Corner Building
2 Ernerst Oppenheimer Avenue
Bruma Lake Office Park,
Bruma, Johannesburg, 2198

Contact Person:

Telephone: 011 607 9500

E-mail: john@ecsa.co.za

- 13.2 All notices and any other communications by either Party in terms of this Agreement or relating to it shall be given in writing and delivered by hand, or transmitted by email to the recipient Party at its relevant addresses as stipulated in clause 13.1.
- 13.3 Either Party may, by written notice to the other Party, change any of the addresses at which, (or the designated person for whose attention) those notices or other communications are to be given.
- 13.4 A written notice or communication actually received by a Party shall be deemed to be adequate notice notwithstanding that it was not delivered or sent to its chosen *domicilium* address.

14. INDEMNIFICATION

Each Party shall indemnify the other Party and its officers, directors, employees, members and agents against all liability, loss or expense sustained in connection with, and against all claims or actions based upon or arising out of, any negligent acts or omissions of the indemnifying party or its officers, directors, employees or agents, or based upon the performance or non-performance of this Agreement, or based upon any violation of any statute or ordinance, and the defense of any such claims or actions.

15. ANTI CORRUPTION

The Parties agree that this agreement shall be performed in full compliance with all applicable anti corruption legislation, governmental rules and regulations ("**CMT Laws**"), of the Parties' Host jurisdiction.



16. GOVERNING LAW

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This Agreement shall be governed by ^{over} of the governance structures and procedures established in the terms of reference of the overarching governing body for the International Engineering Alliance ("IEA").

17. REVIEW, AMENDMENT AND TERMINATION

17.1 The Agreement will continue for a period of five (5) years from the commencement date (Initial Term).

17.2 At least three (3) months prior to the end of the Initial Term, the parties may with written notice agree to renew the agreement for a further agreed period subject to any agreed changes.

17.3 Either organisation may review and propose amendments to the Agreement at any time. Amendments will not be effective until agreed in writing and signed by the authorised representatives of both organisations.

17.4 The activities under this Agreement will be initiated on the Commencement Date, and may be terminated by a party providing at least three (3) months prior written notice. A party's withdrawal from the Agreement will not affect a right to practice in the Host jurisdiction obtained through this Agreement.

18. ENTIRE AGREEMENT



The Agreement constitutes the entire Agreement between the parties.

19. VARIATION

No amendment, alteration, addition or suspension of any provision of the Agreement shall be of any force, unless reduced to writing and signed by the Parties.

20. WAIVER

No waiver of any right in terms of this Agreement shall be binding for any purpose unless expressed in writing and signed by the Party concerned and such waiver shall be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right precludes any other or further exercise thereof or the exercise of any other right.

21. CESSION


A Party may not cede any right or obligation in terms of the Agreement to any other organisation without the other Parties' written consent.

22. SEVERABILITY

If any provision of the Agreement is or becomes invalid or unenforceable, such provision shall be divisible and be regarded as *pro non scripta* and the remainder of the Agreement shall be regarded as valid and binding unless materially affected.

23. COUNTERPARTS

The Parties specifically agree that this agreement may be signed in counterparts.

Handwritten signature or initials in black ink, consisting of a stylized 'S' or similar character with a horizontal line extending to the right.

The Engineering Council of South Africa (ECSA) requirements as the Host Jurisdiction

The Engineering Council of South Africa (ECSA) is a statutory body established in terms of the Engineering Profession Act (EPA), 46 of 2000. The ECSA's primary role is the regulation of the engineering profession in terms of this Act. Its core functions are the accreditation of engineering programmes, registration of persons as professionals in specified categories, and the regulation of the practice of registered persons. Documents R-02-PE, R-02-PT and R-02-PN sets out the competency standard required for registration in the Professional Engineering, Professional Engineering Technologist and Professional Engineering Technician categories respectively.

The ECSA have gazetted the CPD Rules which defines the standard required to maintain registration through the Continuing Professional Development (CPD) system and renewal of registration. The CPD system of ECSA requires all registrants to undertake and record a minimum of 25 credits CPD activities over a five(5) year period. Members are required to record their CPD activities and make their CPD declaration each year using the online system.

Standard application requirements	Required under MRA Y/N	Notes
Submission of an application form	Yes	Applicants are required to submit application form with requisite declarations/commitments
Academic assessment/Knowledge Assessment	No, although ECSA reserves the right to undertake further assessment of applicants for who have gained recognition in their Home Jurisdiction via an Alternative Route assessment	Applicants are required to provide copies of academic qualifications
Holistic competence assessment	No	
Local knowledge and discipline specific practice assessment	Yes	Applicants are required to demonstrate, relevant to their practice area, that they are able to comprehend and apply knowledge of accepted principles underpinning good practice for professional engineering that is specific to South Africa.
Partial Professional Review Interview	Yes	Any assessment of Local Knowledge or current competence may involve an interactive interview
CPD review	Yes	Submission of CPD records according to the ECSA regulations and CPD Policy
Approval by Panel of Moderators appointed by Council.	Yes	

Engineers Ireland's requirements as the Host Jurisdiction

The Institution of Engineers of Ireland trading as Engineers Ireland is recognised as the Registration Authority under The Institution of Civil Engineers of Ireland (Charter Amendment) Act (1969). The membership regulations set out the competences required for registration.

The Regulations also include a requirement to maintain the standards for continued registration through Continuing Professional Development (CPD) The Engineers Ireland CPD requires all registrants to undertake and record 35 hours of CPD activities each year. Members are required to record their CPD activities and make their CPD declaration for the year using My CPD, an online recording tool.

Standard application requirements	Required under MRA Y/N	Notes
Submission of an application form	Yes	Applicants are required to submit application form with requisite declarations/commitments
Academic assessment/Knowledge Assessment	No, although Engineers Ireland reserves the right to undertake further assessment of applicants for who have gained recognition in their Home Jurisdiction via an Alternative Route assessment	Applicants are required to provide copies of academic qualifications
Holistic competence assessment	No	
Local knowledge and discipline specific practice assessment	Yes	Applicants are required to demonstrate, relevant to their practice area, that they are able to comprehend and apply knowledge of accepted principles underpinning good practice for professional engineering that is specific to Ireland.
Professional Review Interview	No	Any assessment of Local Knowledge or current competence may involve an interactive interview (typically by tele/video conference)
CPD review	Yes	Submission of CPD records according to the Engineers Ireland regulations and CPD Policy
Approval by Board of Examiners & Membership and Qualifications Board	Yes	

SIGNED for and on behalf of
Engineers Ireland by its
authorised representative

Damien Owens
Signature of authorised representative

DAMIEN OWENS
Name of authorised representative

REGISTRAR
Position of authorised representative

14th June 2019
Date

SIGNED for and on behalf of
ECSA by its
authorised representative

Siphiso E. Madonsela
Signature of authorised representative

SIPHISO E. MADONSELA
Name of authorised representative

Chief Executive Officer
Position of authorised representative

14 June 2019
Date