

APEC ARCHITECT

**BILATERAL AGREEMENT ON
RECIPROCAL RECOGNITION OF
REGISTERED/LICENSED ARCHITECTS**

**IN
JAPAN AND AUSTRALIA**

**TO
FACILITATE MOBILITY OF ARCHITECTS
IN THE PROVISION OF ARCHITECTURAL SERVICES**



**Asia Pacific
Economic Cooperation**

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INDEX

Section	Page number
Preamble	4
1. Definitions	5
2. Application of the APEC Architect Framework	6
3. Purpose of this Agreement	7
4. Reciprocal Recognition Provisions	8
5 Implementation	10
6. Discipline and Enforcement Disclosure by an Applicant for Registration/Licensure	11
7. Immigration and Visa Issues	11
8. Exchange of Information	12
9. Consultations	12
10. Terms of this Agreement	12
Signatures of Parties	13

ANNEXURE A

ANNEXURE B

THIS AGREEMENT is made the *First* day of *July* 2008.

BETWEEN:

**THE MINISTRY OF LAND, INFRASTRUCTURE , TRANSPORT AND TOURISM,
JAPAN**

2-1-3 Kasumigaseki, Chiyoda-ku, Tokyo 100-8918, Japan, in the first part

AND:

THE JAPAN APEC ARCHITECT PROJECT MONITORING COMMITTEE

2-14-1 Kyobashi Chuo-ku Tokyo 104-0031, Japan, in the second part

AND:

ARCHITECTS ACCREDITATION COUNCIL OF AUSTRALIA

[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 Ministry of Land, Infrastructure, Transport and Tourism (MLIT)* is the government body responsible for establishing and maintaining standards for Kenchikushi in Japan. It has the power to grant the title of 1st-class Kenchikushi in Japan in accordance with Kenchikushi Law.
- B. The *Japan APEC Architect Project Monitoring Committee* is an independent committee established in Japan 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 Japan and to act as a nominating body for the Central Council.
- C. *The Architects Accreditation Council of Australia (AACA)* is the national organisation responsible for co-ordinating and advocating national standards for Architects in Australia and for establishing and maintaining mutual recognition agreements with relevant overseas authorities. AACA is composed of representatives of the Registration Boards of each regional jurisdictions (being the States and Territories of Australia).
- D. The *Australian APEC Architect 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 *Japan APEC Architect Project 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 their respective economies 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 economies **THE PARTIES HAVE AGREED** as follows:

ARTICLE 1

Definitions

1.1 The Definitions detailed in the Manual apply in this Agreement.

1.2 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;

“Japanese Participants” means MLIT and the Japan APEC Architect Project Monitoring Committee

“Australian Participants” means AACA and the Australian APEC Architect Monitoring Committee

“Home Economy” means the economy of permanent residence and primary registration/licensure as an Architect

“Host Economy” means the economy where it is intended to apply for secondary registration/licensure in compliance with this Agreement

“the parties” refers to the Japanese Participants and the Australian Participants.

“1st-class Kenchikushi” means a person who is licensed by MLIT to design buildings and supervise construction work etc. in Japan, under the title of 1st-class Kenchikushi

“Australian Architect” means a person who is registered by a State or Territory Architects Registration Board under architects legislation enacted by that State or Territory to use the title Architect and to offer services to the public as an Architect.

“Registration” also means licensure, certification – legal admission to the right to practice as an architect/1st-class Kenchikushi

“Regulatory authority” means the authority responsible for the registration/licensure or recognition of persons permitted to offer professional services as an architect/1st-class Kenchikushi

ARTICLE 2

Application of the APEC Architect Framework

- 2.1 The parties agree that the Manual forms part of this Agreement.
- 2.2 The parties agree that the Manual forms the basis upon which:
 - 2.2.1 the reciprocal recognition of 1st-class Kenchikushi in Australia is to be effected;
 - 2.2.2 the reciprocal recognition of Australian Architects in Japan is to be effected;
 - 2.2.3 the manner in which the mobility of 1st-class Kenchikushi in the provision of architectural services as Australian Architects in Australia is to be facilitated; and
 - 2.2.4 the manner in which the mobility of Australian Architects in the provision of architectural services as 1st-class Kenchikushi in Japan is to be facilitated.
- 2.3 The parties agree that this Agreement applies to 1st-class Kenchikushi and Australian Architects whose names appear on the APEC Architect Register of each home economy.
- 2.4 The parties agree that nothing in this Agreement or the Manual is intended to discriminate against an APEC Architect on the basis of the 1st-class Kenchikushi or Australian Architect's place of origin or place of education.
- 2.5 The parties agree that this Agreement shall not apply to 1st-class Kenchikushi or Australian Architects:
 - . whose home economies are other than the ones of this Agreement; and
 - . who have obtained registration/licensure by means of a mutual recognition agreement other than this Agreement.

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 a 1st-class Kenchikushi as an Australian Architect and an Australian Architect as a 1st-class Kenchikushi consistent with the APEC Architect Reciprocal Recognition Framework.

3.1.2 To set out standards, criteria, procedures and measures which:

- . are assessed on objective and transparent measures, such as based on professional competence and ability to provide a service
- . are not more burdensome than necessary to ensure that the 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 Japan and Australia.

3.2 The parties respect and agree that differences relating to the standards and processes for registration/licensure are to be addressed by reference to the APEC Architect Framework. The parties agree to allow those qualified through the APEC Architect Framework to offer professional services in the host economy under circumstances that the health, safety and welfare of the public are protected, the architectural culture and heritage are respected, and the relevant laws or regulations of the jurisdiction are observed in relation to the services performed.

ARTICLE 4

Reciprocal Recognition Provisions

4.1 Current Registration / Licensure Procedures

4.1.1 In Japan, MLIT regulates the assessment/registration process of 1st-class Kenchikushi based on Kenchikushi Law.

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

4.2 In Japan, a person who is a 1st-class Kenchikushi may legally and exclusively engage in the design and the superintendence of construction work using the title 1st-class Kenchikushi and may also engage in other related works in accordance with Kenchikushi Law.

4.3 In Australia, a person who is registered as an architect may legally provide architectural services using the title 'architect' in accordance with legislation applicable in the Australian State or Territory in which the architect provides architectural services including engaging in building design, documentation and the administration of contracts relating to construction work.

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 are entitled to obtain registration/licensure in the host economy by satisfying the following conditions:

4.5.1 Registration/licensure in Japan:

- a) Enroll in the APEC Architects Registry
- b) Successfully pass the domain specific test imposed in Japan which will result in the award of the certification of Minister of Land, Infrastructure, Transport and Tourism. This certification evidences that the applicant has met the minimum standards necessary for registration as a 1st-class Kenchikushi.
- c) Agree to:
 - i) abide by the laws, rules and regulations in Japan;
 - ii) satisfy the requirements to assure the continuing competency imposed in Japan;
 - iii) observe any relevant code of professional conduct, 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 Japan including Kenchikushi Law; and

- iv) provide any information in accordance with clause 6.2 of this Agreement.
- d) Complete an application form for registration at MLIT or a designated registration board and pay the required fee.

4.5.2 Registration/licensure in Australia

- a) Enroll in the APEC Architects Registry
- b) Successfully pass the domain specific test imposed in Australia which will result in the award of the Supplementary Assessment Process (SAP) Certificate. It is agreed that this Certificate evidences that the applicant has met the minimum standards necessary for registration as an architect in any Australian jurisdiction.
- c) Agree to:
 - i) abide by the laws, rules and regulations in Australia;
 - ii) satisfy the requirements to assure the continuing competency imposed by the legislation in the relevant Australian jurisdiction;
 - iii) observe any relevant code of professional conduct, 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 relevant Australian jurisdiction as required by legislation in that jurisdiction; and
 - iv) provide any information in accordance with clause 6.2 of this Agreement.
- d) Complete an application form for registration in the relevant jurisdiction, submit a SAP certificate, and pay the required fee.

4.6 The parties agree that fees for the above process should be reasonable and cover the costs only of assessing the applicant.

4.7 The parties agree that each economy will make its own arrangement for domain specific assessment and make publicly available information on the domain specific examination.

4.8 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 MLIT and the Japan APEC Architect Project Monitoring Committee have executed this agreement; and
 - 5.1.2 AACA and the Australian APEC Architect Monitoring Committee have executed this agreement.
- 5.2 The Monitoring Committees of both economies will exchange information on the number of applicants who have applied pursuant to the terms of this Agreement annually.
- 5.3 Both economies resolve to provide to each other with regular reports dealing with matters relating to the implementation of this Agreement, in addition to the information to be provided in accordance with Article 5.2 of this Agreement.

ARTICLE 6

Discipline and Enforcement

- 6.1 The parties recognize that
- 6.1.1 the MLIT is responsible for any appropriate disciplinary action where a 1st-class Kenchikushi fails to comply with Article 4.5 of this Agreement; and
 - 6.1.2 the relevant Australian State or Territory Architects Registration Board is responsible for any appropriate disciplinary action where a Registered Architect fails to comply with Article 4.5 of this Agreement.

Disclosure by an Applicant for Registration/Licensure

- 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 1st-class Kenchikushi/architect in any other country and any APEC economy. 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. It is agreed that failure to comply with this clause may result in the cancellation of the registration/licensure of the applicant.
- 6.3 The parties agree that an application for registration/licensure in the host economy under this Agreement must include the applicant's written permission to distribute and exchange information regarding sanctions between both economies. 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/licensure.

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 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.

ARTICLE 9

Consultations

- 9.1 The parties 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 to this Agreement may request in writing consultations with the other parties regarding any actual or proposed measure or any other matter that it considers might affect the operation or interpretation of this Agreement. A party who has received a consultation request should endeavour to reply immediately unless there is good reason for a delay in answer.

ARTICLE 10

Term of this Agreement

- 10.1 The parties to the Agreement agree that they will, at least every five (5) years, review and update the status of implementation and report on the effectiveness of the Agreement, and recommend changes where appropriate.
- 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. A party's withdrawal from the Agreement will not affect a right of the APEC Architects to practice in a host economy obtained through this Agreement.
- 10.3 The parties agree that this Agreement 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.

SIGNED..... 11 day of JUNE, 2008.

Signatories

JAPAN

The Ministry of Land, Infrastructure, Transport and Tourism

(signature) Hiroto Izumi
.....
Hiroto Izumi, Director-General, Housing Bureau

In the presence of:

(signature) Koyosaki Ogawa
.....

The Japan APEC Architect Project Monitoring Committee

(signature) Fumihiko Maki
.....
Fumihiko Maki, Chair

In the presence of:


(signature) T. Yamamoto
.....

SIGNED..... First day of July, 2008.

AUSTRALIA

AACA: Architects Accreditation Council of Australia

(signature)


.....

Andrew Hutson, President

In the presence of:

(signature)


.....

and

(signature)


.....

Nino Bellantonio, Director

In the presence of:

(signature)


.....

The Australian APEC Architect Monitoring Committee

(signature)


.....

Andrew Hutson, Chair

In the presence of:

(signature)


.....