

AGREEMENT ON MOBILITY OF VETERINARIANS WITHIN CANADA

THIS AGREEMENT is dated for reference this 9th day of August, 2001.

AMONG:

British Columbia Veterinary Medical Association (the "BCVMA")

AND:

Alberta Veterinary Medical Association (the "AVMA")

AND:

Saskatchewan Veterinary Medical Association (the "SVMA")

AND:

Manitoba Veterinary Medical Association (the "MVMA")

AND:

College of Veterinarians of Ontario (the "CVO")

AND:

Ordre des Médecins Vétérinaires du Québec (the "OMVQ")

AND:

New Brunswick Veterinary Medical Association (the "NBVMA")

AND:

Prince Edward Island Veterinary Medical Association (the "PEIVMA")

AND:

Nova Scotia Veterinary Medical Association (the "NSVMA")

AND:

Newfoundland and Labrador Veterinary Licensing Board (the "NFLVLB")

AND:

Department of Health and Social Services, Northwest Territories
(the "NWT")

WHEREAS:

- A. The federal, provincial and territorial governments of Canada have entered into the Agreement on Internal Trade ("AIT"), Chapter 7 of which has the purpose of enabling any worker, including a veterinarian, qualified for an occupation in any part of Canada to have access to employment opportunities in that occupation in any other part of Canada;
- B. The Parties are bodies that exercise authority delegated by law to regulate the practice of Veterinary Medicine in their respective jurisdictions, including the authority to establish occupational standards and requirements for licensure of the practice of Veterinary Medicine;

- C. The Parties, in accordance with Annex 708 of the AIT, have undertaken an assessment of the occupation of Veterinary Medicine in all jurisdictions throughout Canada and have determined the level of commonality that exists among the Parties with respect to the definition of Veterinary Medicine and the occupational standards for licensing of veterinarians in their respective jurisdictions;
- D. The Parties, having determined the level of commonality, wish to enter into this Agreement to mutually recognize the credentials of the General Practice Licensees of the Parties and to reconcile differences in their respective occupational standards and requirements;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- a. In this Agreement,

"Accredited School Graduate" means a graduate of a veterinary school accredited or approved by the Council on Education of the American Veterinary Medical Association;

"Certificate of Qualification" means the Certificate of Qualification granted by the National Examining Board of the Canadian Veterinary Medical Association;

"Destination Party" means the Party to which a General Practice Licensee of another Party has applied for licensure;

"Effective Date" means the date when this Agreement first comes into force pursuant to paragraph 14(a);

"General Practice Licensee" means, by whatever term referred to in the respective provincial or territorial statutes, bylaws or regulations, a person who is granted the entitlement to practice over the entire scope of Veterinary Medicine without limitation or restriction other than by voluntary choice of the individual licensee;

"Party" means a party to this Agreement and "Parties" means two or more of them; and

"Veterinary Medicine" means the practice of veterinary medicine, surgery and dentistry, and includes the examining, diagnosing, prescribing, manipulating and treating for the prevention, alleviation or correction of a disease, injury, condition, deformity, defect, or lesion in an animal with or without the use of any instrument, appliance, drug or biologics.

- b. Unless otherwise provided in this Agreement or by the context, words and expressions used in this Agreement have the same meanings assigned to those words and expressions as in the AIT.

2. Objectives

The Parties agree that the objectives of this Agreement include the following:

- a. To facilitate the mobility of veterinarians as mandated by the AIT;
- b. To maintain or exceed the occupational standards and requirements currently set out in the statutes, bylaws and regulations of the Parties;

- c. To impose the same occupational requirements for transferees from another jurisdiction as apply to existing General Practice Licensees of the Destination Party;
- d. To harmonize standards, nomenclature and requirements whenever feasible; and
- e. To maintain each Party's ability to attract veterinarians to its jurisdiction.

3. Scope

- a. This Agreement applies to those members of the Parties who are General Practice Licensees.
- b. Each Party shall cause to be established (if not already in existence) and maintained a single category of practice licence that fits the definition of General Practice Licensee.

4. Transparency

- a. Each Party shall clearly set out its licensing requirements and administrative policies in a format that is readily available to applicants for licensure or any other interested party.
- b. A Party shall give all other Parties at least 30 days notice before making any change in its occupational standards or occupational requirements. The other Parties may then make representations regarding the conformity to this Agreement of the proposed change.

5. No Unnecessary Delay or More Burdensome Costs

- a. Each Party shall use its best efforts to remove or remedy any administrative process that has the effect of unnecessarily delaying the licensing of an eligible General Practice Licensee of another Party.
- b. Except for actual cost differentials, a Destination Party shall not impose fees or other costs that are more burdensome on the General Practice Licensee of another Party who has applied for licensure by the Destination Party than those imposed on its own General Practice Licensees.

6. No Residency Requirement

No Party will maintain or adopt any requirement for residency in its jurisdiction as part of its occupational standards or occupational requirements.

7. Mutual Recognition of Occupational Standards

- a. The Parties agree that the Certificate of Qualification will be the primary academic occupational standard for licensure as a General Practice Licensee.
- b. Each Party agrees that any General Practice Licensee of any one of the Parties on the Effective Date will, without further examination or assessment, be recognized as having satisfied the academic occupational standard for licensure as a General Practice Licensee of that Party if that applicant was licensed on the basis of possessing the Certificate of Qualification, is an Accredited School Graduate, or was licensed by any of the Parties at any time prior to December 31, 1986.
- c. Each Party agrees that any General Practice Licensee of any one of the Parties, who became a General Practice Licensee after the Effective Date will, without further examination or assessment, be recognized as having satisfied the academic occupational standard for licensure as a General Practice Licensee of that Party if that applicant holds a Certificate of Qualification.

- d. Any Party may retain or adopt an academic occupational standard for licensure different from the Certificate of Qualification. Any other Party may, but is not required, to recognize General Practice Licensees who become General Practice Licensees under a different academic occupational standard, without further examination or assessment, as having satisfied the academic occupational standard for licensure as a General Practice Licensee of that Party.
- e. At the request of a Destination Party, a Party shall issue a Statement of Professional Standing, in the form attached hereto as Appendix I. The Destination Party must obtain from the applicant for licensure a written consent and authorization for the release to the Destination Party of all personal and professional information that may be contained in the Statement of Professional Standing issued by the Party to whom the request is made.

8. Language Requirement

A Party may maintain or adopt a requirement for proficiency in the English language, the French language, or both, as a requirement for licensure.

9. Continuing Education Requirement

- a. Each Party is entitled to determine the nature and amount of continuing education required for initial licensure or to maintain an existing licence.
- b. Subject to paragraph 4(b) above, a Party may make changes to its continuing education requirements after the Effective Date.

10. Clinical Practice Experience Requirement

- a. Each Party is entitled to determine the nature and amount of clinical practice experience required for initial licensure or to maintain an existing licence.
- b. Subject to paragraph 4(b) above, a Party may make changes to its clinical practice experience requirements after the Effective Date.

11. Knowledge of Local Legislation and Policies

A Destination Party is entitled to require an applicant for licensure to demonstrate knowledge of the local legislation and policies that apply to the practice of Veterinary Medicine in its jurisdiction.

12. Good Conduct and Character

A Destination Party is entitled to require an applicant for licensure to demonstrate good conduct and character as part of the occupational requirements for granting licensure.

13. General Limitations on Occupational Requirements

Notwithstanding any other provision of this Agreement, any occupational requirement maintained or adopted by a Party must

- a. have a legitimate objective,
- b. not unduly impair the mobility of General Practice Licensees across jurisdictional borders, and
- c. not be more onerous to applicants for licensure who are General Practice Licensees of another Party than it is to the General Practice Licensees of the Party.

14. Coming into Force and Implementation

- a. This Agreement first comes into force upon being signed by at least eight of the Parties, and will bind and benefit those Parties from that time.
- b. The Agreement will come into force as regards a subsequently signing Party when it signs the Agreement, and the Agreement will bind and benefit such Party from that time.
- c. Each party shall
 - i. use its best efforts to obtain the enactment of all legislative and policy changes within its authority necessary to implement this Agreement within two years from the Effective Date; and
 - ii. present a submission to the relevant government having jurisdiction requesting all changes to its governing statute or other relevant legislation and policies that are necessary to implement this Agreement within one year from the Effective Date.

16. Future Review and Amendments

- a. The Parties shall meet annually to review the extent to which this Agreement is achieving the objectives set out in paragraph 2 and to consider amendments to this Agreement that will better achieve those objectives.
- b. This Agreement may be amended by a written instrument signed by at least eight of the Parties. Any Party may propose an amendment by giving written notice of it to all other Parties. An amendment will come into force and will bind and benefit all Parties from the date on which the amendment is signed by at least eight of them.
- c. Notwithstanding clause (b), an amendment will not bind or benefit those Parties who give written notice to all other Parties, prior to the time that the amendment comes into force, that it is opting out of the amendment. If a Party opts out of the amendment, the relationship between it and the other Parties will continue to be governed by the unamended Agreement.

17. English and French Versions

The English and French versions of this Agreement shall have equal effect and each version is equally authoritative.

18. Dispute Resolution and Avoidance

- . If a dispute concerning this Agreement arises between a Party and any other Party or Parties, the involved Parties shall first attempt to resolve the dispute by negotiation.
- a. If negotiation fails to resolve the dispute, the involved Parties may utilize other methods of dispute resolution, including submitting the dispute to a mutually acceptable facilitator for advice and recommendations for resolution of the dispute.
- b. The dispute resolution procedures provided for in this paragraph are in addition to, and not in substitution for, any other dispute resolution procedures that otherwise exist, including the dispute resolution procedures provided for under the AIT.

19. Withdrawal by a Party

- . After the expiration of 24 months from the date this Agreement comes into force as regards a particular Party, that Party may withdraw from this Agreement by giving six months written notice to the other Parties.
- a. A Party who withdraws shall cease to be bound by or benefit from the Agreement on the expiration of the six-month notice period unless, prior to that time, it revokes its notice of withdrawal. The Agreement remains in full force and effect as regards the remaining Parties.

IN WITNESS WHEREOF the Parties, by their duly authorized representatives, have each executed this Agreement on the date indicated below for each signatory Party. (Signatures and dates on file with Original Document)

Appendix I

Statement of Professional Standing

Name: _____ Registration #: _____

Initial registration date: _____ SIN: _____

This will certify that, as of the date of this statement, the above named individual **[is] / [is not]** a General Practice Licensee as defined in the AGREEMENT ON MOBILITY OF VETERINARIANS WITHIN CANADA. This licensee was:

a General Practice Licensee at the time the Agreement was put into effect

OR

a General Practice Licensee licensed after the time the Agreement was put into effect on the basis of possession of the Certificate of Qualification

OR

licensed on the basis of

Our records indicate that: (**CIRCLE ONE**)

[There are no] / [There are] restrictions or conditions placed on the practice of this licensee.

[There are no] / [There are] previous disciplinary findings against this licensee.

[There are no] / [There are] unresolved complaints, investigations or obligations involving this licensee.

Signed: _____

Jurisdiction: _____

Position: _____

Date: _____

Licensing History

Period Commencing	Period ending	Licence/membership category	Reg. #	Comments

Additional comments:

***Attach all Statements of Professional Standing from other jurisdictions.**