

MUTUAL RECOGNITION AGREEMENT
Between The
NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS
And The
CANADIAN ARCHITECTURAL LICENSING AUTHORITIES

The National Council of Architectural Registration Boards (NCARB) representing the architectural licensing boards of the 50 states, the District of Columbia, Guam, Puerto Rico, and the U.S. Virgin Islands.

AND

The Canadian Architectural Licensing Authorities, a committee representing the 11 Provincial and Territorial jurisdictions in Canada (collectively CALA and individually, the CALA jurisdictions): Architectural Institute of British Columbia; Alberta Association of Architects; Saskatchewan Association of Architects; Manitoba Association of Architects; Ontario Association of Architects; Ordre des Architectes du Québec; Nova Scotia Association of Architects; Architects' Association of New Brunswick/Association des Architectes du Nouveau-Brunswick; Architects Licensing Board of Newfoundland & Labrador; Architects Association of Prince Edward Island; Northwest Territories Association of Architects.

WHEREAS, NCARB establishes model regulations for the profession of architecture and promulgates recommended national standards for education, experience, and examination for initial licensure and continuing education standards for license renewal; as well as establishing the education, experience, and examination requirements for the NCARB Certificate in support of reciprocal licensure within the United States;

WHEREAS, the NCARB Member Boards and the CALA jurisdictions are empowered by statutes to regulate the profession of architecture in their respective jurisdictions, including setting education, experience, and examination requirements for licensure/registration and license/registration renewal;

WHEREAS, the standards, protocols, and procedures required for entry to the practice of architecture within the United States and Canada have benefitted from many years of collaboration between NCARB and the CALA jurisdictions;

WHEREAS, accepting there are some differences between the systems in place in United States and Canada, there is significant and substantial equivalence between the regulatory systems for licensure/registration and recognition of the privilege and obligations of architects to practice in the United States and Canada;

WHEREAS, NCARB and the Committee of Canadian Architectural Councils previously entered into the Inter-Recognition Agreement which took effect on July 1, 1994. The Committee of Canadian Architectural Councils no longer exists as an organization, such former Inter-Recognition Agreement is hereby declared no longer to exist and the parties desire to enter into this new Mutual Recognition Agreement.

WHEREAS, NCARB and the CALA jurisdictions recognize the NCARB Member Boards and the CALA jurisdictions as mature and sophisticated regulators to which the utmost full faith and credit should be accorded and desire to facilitate reciprocal licensure/registration in the host country of architects who have been licensed/registered in their home country;

WHEREAS, any architect seeking to engage or actively engaging in the practice of architecture in any NCARB Member Board or CALA jurisdiction must obtain the authorization to practice from the jurisdiction, must comply with all practice requirements of the jurisdiction, and is subject to all governing legislation and regulations of the jurisdiction;

NOW THEREFORE, NCARB and the CALA jurisdictions agree as follows:

ELIGIBILITY

1. Architects who are able to benefit from the provisions of this agreement must be citizens respectively of the United States or Canada or have lawful permanent residency status in that country as their home country in order to seek licensure/registration in the other country as the host country under this Agreement. Architects shall not be required to establish citizenship or permanent residency status in the host country in which they seek licensure/registration under this Agreement.
2. Architects must also be licensed/registered in a jurisdiction of their home country and must have completed at least 2,000 hours of post-licensure/registration experience practicing as an architect in their home country.
3. Notwithstanding items 1 and 2 above, Architects who have been licensed by means of a Broadly Experienced Foreign Architect programs of either of the two countries or other foreign reciprocal licensing agreement are not eligible under this agreement.

CONDITIONS

U.S. Architect to Canadian Jurisdiction

Upon application, those CALA jurisdictions who become signatories to this Agreement and so long as they remain signatories agree to license/register as an architect in their respective province or territory any architect who

1. is currently licensed/registered in good standing by one or more NCARB Member Board(s) that is a current signatory to this Agreement;
2. holds a current NCARB Certificate;
3. meets the eligibility requirements listed above; and
4. whose principal place of practice is in a jurisdiction that is a current signatory to this Agreement.

Canadian Architect to U.S. Jurisdiction

Upon application, NCARB shall issue an NCARB Certificate to any architect licensed/registered in one or more CALA jurisdiction(s) meeting the eligibility requirements listed above.

Upon application, those NCARB Member Boards who become signatories to this Agreement and so long as they remain signatories agree to license/register as an architect in their respective jurisdictions any architect who

1. is currently licensed/registered in good standing by one or more of the CALA jurisdiction(s) that is a current signatory to this Agreement;
2. holds a current NCARB Certificate;
3. meets the eligibility requirements listed above; and
4. whose principal place of practice is in a jurisdiction that is a current signatory to this Agreement.

DEFINITIONS

Demonstration of Required Experience

2,000 cumulative hours of post-licensure experience shall be demonstrated by individual applicants through the provision of proof of licensure in good standing and a signed affidavit attesting to the experience.

Principal Place of Practice

The address declared by the architect to be the address at which the architect is predominantly offering architectural services. The architect may only identify one principal place of practice.

LIMITATIONS

Nothing in this Agreement limits the ability of an NCARB Member Board or CALA jurisdiction to refuse to license/register an architect or impose terms, conditions or restrictions on his/her license/registration as a result of complaints or disciplinary or criminal proceedings relating to the competency, conduct, or character of that architect where such action is considered necessary to protect the public interest. Nothing in this Agreement limits the ability of NCARB, an NCARB Member Board or a CALA jurisdiction to seek appropriate verification of any matter pertaining to the foregoing or the eligibility of an applicant under this Agreement.

MONITORING COMMITTEE

A Monitoring Committee is hereby established to monitor the performance of all signatories who have agreed to be bound by the terms and conditions of this Agreement to assure the effective and efficient implementation of this Agreement.

The Monitoring Committee shall be comprised of no more than five individuals appointed by CALA and no more than five individuals appointed by NCARB. The Monitoring Committee shall convene at least one meeting in each calendar year, and more frequently if circumstances so require.

AMENDMENT

This agreement may only be amended with the written consent of NCARB and all of the CALA jurisdictions who are initial signatories. Any such amendment will be submitted to all of the NCARB jurisdictions who may re-affirm their respective assent to this Agreement as so amended or may withdraw as a signatory.

SIGNING AND WITHDRAWING

Any NCARB Member Board or CALA jurisdiction may become a party to the applicable provisions of this Agreement upon submitting a written affirmation of its intent to become a signatory in the case of NCARB Member Boards to NCARB and in the case of CALA jurisdictions either by signing this Agreement or submitting a written affirmation of its intent to become a signatory to NCARB and the other CALA jurisdictions. Any NCARB Member Board or CALA jurisdiction may likewise withdraw from this Agreement with 90-days written notice given respectively to the same parties in the same manner. NCARB and the CALA jurisdictions shall each promptly notify the other in writing of all signatories and withdrawals. In the event of withdrawal, all licenses/registrations and NCARB certification granted to architects pursuant to this Agreement shall remain valid as long as all renewal obligations are maintained and all other generally applicable requirements are met or unless revoked for cause.

TERMINATION

NCARB or CALA may invoke termination of this agreement with 90-days written notice to the other party. This Agreement shall also terminate if more than one-half of the respective NCARB Member Boards and CALA jurisdictions cease to be signatories to this Agreement. In the event of termination, all licenses/registrations granted to architects of either country prior to the effective termination date shall remain valid as long as all registration renewal obligations are maintained or unless registration is revoked for cause.

ENTRY INTO FORCE

This Agreement shall come into force at such time as more than one-half of all NCARB Member Boards have become parties to this Agreement and more than one-half of all CALA jurisdictions have become parties to this Agreement all as described above so long as such condition is met on or before January 1, 2014, or as mutually extended by the NCARB Board of Directors and the CALA International Relations Committee.

Signatures

NCARB



President Ronald B. Blitch



CEO Michael J. Armstrong



Witness Blakely C. Dunn



Witness Dale McKinney



Witness Scott C. Veazey



Witness Stephen Nutt

CALA



Chair, International Relations Committee Peter Streith



Witness Andre Bourassa



Witness David Edwards



Witness Kristi Doyle

June 17, 2013 San Diego, CA
Date