



**MUTUAL RECOGNITION AGREEMENT**  
**between the**  
**NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS**  
**and the**  
**ARCHITECTS REGISTRATION BOARD**  
**as executed**

**February 16, 2023**

---

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

**AND**

**The Architects Registration Board (ARB)**  
the statutory regulator of architects in the United Kingdom.

---

*This **Mutual Recognition Agreement** has been designed to recognize the professional credentials and qualifications of architects licensed or registered in the United States of America and its territories (referred to herein collectively as the U.S. or United States), and the United Kingdom (U.K.) and to support their mobility by creating the opportunity to practice beyond their borders.*

*More specifically, the purpose of this Agreement is to facilitate the registration of an architect licensed in a participating U.S. jurisdiction as a United Kingdom architect; and the licensing of a United Kingdom architect as an architect in a U.S. jurisdiction that participates in the Agreement.*

**WHEREAS**, NCARB drafts model laws and regulations for U.S. jurisdictions and Member Boards to consider adopting for the regulation of the practice of architecture; promulgates recommended national standards for education, experience, and examination for initial licensure and continuing education standards for license renewal to its 55 Member Boards; and establishes the education, experience, and examination requirements for the *NCARB Certificate* in support of reciprocal licensure within the United States;

**WHEREAS**, the Architects Registration Board is the body established by section 1 of the Architects Act 1997 (UK) that has the statutory responsibility in the UK for prescribing the qualifications and experience required for the purposes of entering the UK Register, and for registering, monitoring and disciplining all architects in the UK;

**WHEREAS**, the NCARB Member Boards are empowered by statutes to regulate the practice of architecture and/or the use of the title architect in their respective jurisdictions, including establishing education, experience, and examination/assessment requirements for licensure/registration and license/registration renewal;

**WHEREAS**, the ARB is empowered by statutes to regulate the profession of architecture in the United Kingdom, including establishing education, experience, and examination/assessment requirements for registration;

**WHEREAS**, the standards, protocols, and procedures required for the practice of architecture within the United States and the United Kingdom have benefitted from many years of effort by NCARB and ARB;

**WHEREAS**, NCARB is the national organization supporting individual state and territory licensing authorities and the ARB has the necessary statutory authority for the negotiation of mutual recognition agreements for architects with similar foreign authorities;

**WHEREAS**, accepting there are differences between the systems in place in the United States and the United Kingdom, nonetheless there is significant and substantial equivalence between the regulatory systems for licensure/registration and recognition of the rights and obligations of architects registered to practice in the United States and the United Kingdom;

**WHEREAS**, NCARB and ARB are recognized by the profession as mature and sophisticated facilitators of licensure/registration to which the utmost full faith and credit should be accorded and desire to support reciprocal licensure/registration in the respective jurisdictions supported by NCARB and ARB;

**WHEREAS**, any architect actively engaging or seeking to engage in the practice of architecture in the United States or the United Kingdom must be licensed or registered with an applicable governmental authority, must comply with all practice requirements of the applicable licensing or registration authority, and is subject to all governing legislation and regulations of the applicable authority and jurisdictions in which the architect is licensed or registered;

**NOW THEREFORE**, NCARB and ARB (collectively, the “Parties” and each a “Party”) agree as follows:

## **1. PARTICIPANTS IN LICENSURE/REGISTRATION RECIPROACITY**

NCARB shall be responsible for maintaining a current list of NCARB Member Boards that provide licensure/registration reciprocity in accordance with the terms of this Agreement (each, a “Participant”). Following the ratification of this Agreement by the NCARB Member Boards, NCARB shall provide ARB with an initial list of Participants, and NCARB shall provide ARB with an updated list of Participants each time a new Participant is added or removed.

This Agreement shall be implemented in accordance with the *Mechanisms for the Implementation*, attached hereto as Appendix I and incorporated herein by reference.

## **2. ELIGIBILITY REQUIREMENTS**

1. Architects who are able to benefit from the provisions of this Agreement must obtain and continue to have at all times lawful authorization to work in the Locality in which the architect is licensed/registered (i.e., the United States or the United Kingdom—each, a “Locality”).
2. Architects shall not be required to establish citizenship or permanent residency status in the Locality in which they seek licensure/registration under this Agreement.
3. Architects must provide proof of current and valid licensure/registration in good standing from the ARB or a Participant.
4. Architects who have been licensed/registered by means of a program recognizing architect credentials from a foreign country of either the United States or the United Kingdom, or other foreign reciprocal licensing/registration agreement, are not eligible to benefit from the provisions of this Agreement.
5. Each Party to this Agreement and each Participant reserves the right to apply compensation measures or licensing/registration criteria as may be necessary before licensing/registration is granted within their respective jurisdictions.

## **3. CONDITIONS**

### **A U.S. Architect to ARB**

Upon application, the ARB agrees to register as an architect in the United Kingdom any U.S. architect who:

1. meets the eligibility requirements listed in Section 2 of this Agreement;
2. holds a current NCARB *Certificate* issued in accordance with the *Requirements for Certification of an Architect registered in a U.S. Jurisdiction* defined in the NCARB *Certification Guidelines which confirms successful completion of: Education Requirement: a professional degree following in architecture from a program accredited by the National Architectural Accrediting Board (NAAB) or the Canadian Architectural Certification Board (CACB);*

and

*Experience Requirement:* completed NCARB's Architectural Experience Program® (AXP®);

and

*Examination Requirement:* Passed the NCARB Architect Registration Examination® (ARE®) or the equivalent.

3. is currently licensed/registered in good standing by one or more NCARB Member Board(s) that is a Participant to this Agreement, as confirmed by the NCARB Member Board following checks on an architect's disciplinary record; and
4. Successfully completes any additional jurisdiction-specific requirements for licensure/registration as specified by ARB.

#### **B United Kingdom Architect to NCARB Member Board**

Upon application, NCARB shall issue an *NCARB Certificate* to any United Kingdom architect registered by the ARB meeting the eligibility requirements listed above in Section 2 of this Agreement.

Upon application, a Participant will license/register as an architect in its respective jurisdiction any United Kingdom Registered Architect who:

1. meets the eligibility requirements listed in Section 2 of this Agreement; and
2. has secured ARB-prescribed qualifications issued by schools of architecture in the United Kingdom at Part 1, Part 2 and Part 3 level;
3. holds a current *NCARB Certificate* issued pursuant to this Agreement;
4. is currently licensed/registered in good standing by the ARB, as confirmed by the ARB following checks on an architect's disciplinary record; and
5. successfully completes any additional jurisdiction-specific requirements for licensure/registration as specified by the Participant.

#### **4. MONITORING COMMITTEE**

A Monitoring Committee is hereby established to monitor the performance of each Party to this Agreement to ensure the effective and efficient implementation of this Agreement.

The Monitoring Committee shall be comprised of two staff members and no more than three additional individuals appointed by NCARB, and two staff members and no more than three additional individuals appointed by ARB. The Committee shall convene at least one meeting (by phone, video conference, or in person) in each calendar year, and more frequently if circumstances so require.

The Committee shall adhere to the terms of the *Mechanism for Monitoring Committee* guidelines, which is attached hereto as Appendix II and incorporated herein by reference.

#### **5. DATA PRIVACY**

1. For the purposes of this Section 5:

**“Data Protection Laws”** means as applicable, (i) the UK Data Protection Act 2018, (ii) the General Data Protection Regulation EU 2016/679 as implemented into UK law (**UK GDPR**) and all other applicable laws and regulations relating to the processing of personal data and privacy, including statutory instruments (each as amended, updated and superseded from time to time).

**“Data Security Breach”** means a breach or breaches of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Protected Data.

**“Data Subject Request”** means an actual or purported request, notice or complaint made by, or on behalf of, a data subject in accordance with the exercise of rights granted pursuant to the Data Protection Laws in relation to the data subject’s Protected Data.

**“Disclosing Party”** means the Party which is disclosing Protected Data to the other Party.

**“Particulars”** means the description of the Protected Data, data subjects and details of the transfer and sharing of the Protected Data amongst the Parties, as set out in Appendix III.

**“Purpose”** means the fulfilment and facilitation of this Arrangement, including the recognition and movement of architects in accordance with Section 3 of this Agreement.

**“Protected Data”** means the personal data to be processed by the Parties in relation to this Agreement.

**“Receiving Party”** means the Party that is receiving Protected Data from the other Party.

**“UK IDTA”** means the UK International Data Transfer Agreement for the transfer of personal data to third countries as approved by the United Kingdom and set out in Appendix IV in its current form, but which may be amended and updated in accordance with this Section 5.

The terms **“process”**, **“processing”**, **“controller”**, **“personal data”**, **“data subject”** and **“supervisory authority”** shall have the meanings given to them in the Data Protection Laws.

2. The Parties agree and acknowledge that each Party will act as an independent controller with respect to the Protected Data.
3. Each Party will comply with its respective obligations under the Data Protection Laws to the extent applicable, and will use reasonable endeavours to ensure that it does not act in a way to cause another Party to breach any of its obligations under the Data Protection Laws.
4. Each Party will implement appropriate technical and organisational measures to safeguard Protected Data against any Data Security Breach. Such measures shall be proportionate to the harm which might result from any such Data Security Breach (and having regard to the nature of the Protected Data in question).
5. The Parties will process the Protected Data in accordance with the Particulars set out in

### Appendix III.

6. The Receiving Party will only access Protected Data necessary and in accordance with the Purpose and shall process Protected Data for the Purpose (and in accordance with this Arrangement, except with the prior written agreement of the Disclosing Party or where applicable law strictly requires).
7. Each Party will promptly notify any other Party (within at least five (5) working days) if it receives a complaint or request relating to the other Party's obligations under the Data Protection Laws (other than a Data Subject Request, which is addressed below). On receipt of a notice under this Section 5.7, each Party will provide the other Party with reasonable co-operation and assistance in relation to any such complaint or request.
8. The Parties acknowledge that the processing of Protected Data may be subject to restrictions and requirements in addition to those set out in this Agreement (including but not limited to contractual restrictions, transfer risk assessments and supplementary measures) ("**Specific Requirements**"). Each Party will notify any other Party with access to the relevant Protected Data of any such Specific Requirements. The Parties will use all reasonable endeavours to make sure the relevant Protected Data is processed in accordance with the Specific Requirements, and will provide each other with reasonable co-operation and assistance in the undertaking of the Specific Requirements.
9. In relation to Data Subject Requests:
  - a) Each Party will ensure that it protects the rights of data subjects under the Data Protection Laws and agrees to promptly notify the other relevant Party in writing (within at least five (5) working days) if it receives a Data Subject Request for personal data of a data subject that the other relevant Party is a controller of.
  - b) Each Party agrees that the Data Subject Request will be dealt with by the Party in receipt of the Data Subject Request, and that the other Party will provide all reasonable co-operation and assistance in relation to any Data Subject Request to enable the Party in receipt of the Data Subject Request to comply with it within the relevant timescale set out in the Data Protection Laws.
10. Each Party will notify the other Party without undue delay after becoming aware of any Data Security Breach affecting Protected Data and in any event no later than 72 (seventy-two) hours after becoming aware of the Data Security Breach.
11. Each Party shall provide reasonable assistance to the Party affected by the Data Security Breach in the event that such Party is required to notify a relevant supervisory authority, other regulator and/ or affected data subjects.
12. International data transfers:
  - a) It is acknowledged and understood that the operation of this Arrangement necessitates the transfer of personal data (or personal information) from the UK to the United States (the "**Restricted Transfer**")
  - b) The Parties will work together in good faith to ensure that any Restricted Transfers are only made in accordance with the requirements of the Data Protection Laws.

- c) The UK IDTA will apply to the Restricted Transfer, with NCARB acting as the **Data Importer** and ARB acting as a **Data Exporter**.
  - d) If the UK IDTA is updated by the UK Government (as relevant), the Parties shall promptly enter into any updated and amended form of the UK IDTA as required, unless the Parties agree that another mechanism under Data Protection Laws can be relied upon to provide adequate protection to the Protected Data or if the United States is considered adequate by the UK Government.
  - e) If the UK IDTA ceases to be valid, whether by a decision of a court of competent jurisdiction or the UK Government (as relevant), the Parties will co-operate in good faith to ensure that any continued UK Restricted Transfers are compliant with the Data Protection Laws.
13. Each Party agrees to only process the Protected Data for as long as reasonably necessary for the Purposes. Nothing in this Section 5 will prevent a Party from retaining and processing Protected Data in accordance with any statutory retention periods applicable to that Party.
14. Where one Party interacts with any relevant supervisory authority (whether proactively, for example to review a data protection impact assessment or reactively, for example, in response to an inquiry from the supervisory authority) related to the processing of Protected Data, the other Party will provide such information and assistance as is reasonably required to assist in such interactions.
15. In the event that any enforcement action is brought by a relevant supervisory authority or in the event of a claim brought by a data subject against any Party, in both instances relating to the processing of Protected Data, the relevant Party will promptly inform the other Party about any such action or claim and will co-operate in good faith with the other Party with a view to resolving it in a timely fashion.
16. If during the term of this Agreement, the Data Protection Laws change in a way that this Section 5 is no longer adequate or appropriate for compliance with the Data Protection Laws, the Parties agree that they shall negotiate in good faith to review this Section 5 in light of the current Data Protection Laws and amend this Section 5 as appropriate.

## 6. LIMITATIONS

Nothing in this Agreement limits the ability of a Participant or the ARB to refuse to license/register an architect or impose terms, conditions or restrictions on their license/registration as a result of a complaint or disciplinary or criminal proceedings relating to the competency, conduct, or character of that architect where such action is considered by the Participant or ARB, as applicable, necessary or desirable to protect the public interest or otherwise in accordance with the jurisdiction's applicable laws and regulations.

Nothing in this Agreement limits the ability of any Party to this Agreement or any Participant to seek appropriate verification of any matter pertaining to the foregoing or the eligibility of an applicant under this Agreement.

The extent of this Agreement relates only to the registration of architects and the Parties to this Agreement note that the governments of or within their respective Localities will have distinct

requirements related to matters outside the scope of this Agreement, including without limitation requirements related to immigration and access to the employment marketplace, and the Parties to this Agreement and the Participants may be unable or unwilling to intervene in or advise on such matters.

## **7. AMENDMENT**

This Agreement may be amended only with the written consent of NCARB and ARB.

## **8. ENTIRE AGREEMENT**

Each Party to this Agreement acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms, and further agree that it is the entire agreement between the Parties hereto and it supersedes all prior agreements, written or oral, relating to the international reciprocity of architecture licenses/registrations between the Localities that are the subject matter hereof.

## **9. NO ASSIGNMENT**

No Party to this Agreement can assign its rights under this Agreement without the prior written consent of NCARB and ARB.

## **10. WITHDRAWAL; DISPUTE RESOLUTION**

Should any dispute between ARB and NCARB arise in relation to this Agreement that cannot be settled through negotiations between the Parties within sixty days, the Parties shall attempt to resolve the matter by mediation, or another form of alternative dispute resolution as may be agreed upon by the Parties prior to resorting to litigation.

Any Participant may withdraw its participation. NCARB shall promptly notify ARB in writing of all withdrawals.

In the event of withdrawal, all licenses/registrations and any *NCARB Certificate* granted to architects pursuant to this Agreement shall remain valid as long as all registration and renewal obligations are maintained and all other generally applicable licensure/registration requirements are met or unless registration is revoked pursuant to the rules of NCARB, ARB, or the relevant Participant, as applicable.

## **11. TERMINATION**

NCARB or ARB may invoke termination of this Agreement with 90-days written notice to the other Party to this Agreement and all Participants.

In the event of termination, all licenses/registrations and any *NCARB Certificate* granted to architects pursuant to this Agreement shall remain valid as long as all registration and renewal obligations are maintained and all other generally applicable licensure/registration requirements are met or unless registration is revoked pursuant to the rules of NCARB, ARB, or the relevant Participant, as applicable.

## **12. PERIODIC REVIEW**



This agreement shall be subject to periodic review. The first periodic review will commence no later than three years after the Agreement has come into force. These reviews will include consideration as to what additional qualifications could be included within the scope of the Agreement.

**13. ENTRY INTO FORCE**

This Agreement shall come into force no less than 60 days after such time as the NCARB Member Boards ratify this Agreement at a duly called meeting at which a quorum is present and both NCARB and ARB sign this Agreement, so long as such conditions are met on or before February, 2023, or as mutually extended by the NCARB Board of Directors and ARB.

---



---


**SIGNATURES**

---





---

**NCARB**

  
Bayliss Ward (Mar 17, 2023 08:13 MDT)  
 President/Chair of the Board February 16, 2023  
 Bayliss Ward, NCARB, AIA

Michael J. Armstrong  
Michael J. Armstrong (Mar 18, 2023 00:49 EDT)  
 Chief Executive Officer February 16, 2023  
 Michael J. Armstrong

  
Harry Falconer (Mar 16, 2023 14:58 EDT)  
 Witness, Vice President, Experience + Education  
 Harry M. Falconer, Jr., FAIA, NCARB, Hon. FCARM  
 February 16, 2023

  
Patricia Ramallo (Mar 16, 2023 15:17 EDT)  
 Witness, Assistant Vice President, Innovation  
 Patricia N. Ramallo, AIA, NCARB, CAE  
 February 16, 2023

**ARB**

  
 Chief Executive and Registrar February 16, 2023  
 Hugh Simpson

Alan Kershaw  
 Witness, Chair February 16, 2023  
 Alan Kershaw

  
 Witness, Director of Governance & International  
 Emma Matthews February 16, 2023

**APPENDIX I**

**MECHANISMS FOR THE IMPLEMENTATION**  
**of the**  
**MUTUAL RECOGNITION AGREEMENT**  
**between the**  
**NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS**  
**(NCARB)**  
**and the**  
**ARCHITECTS REGISTRATION BOARD (ARB)**

February 16, 2023

Whereas NCARB and ARB have agreed to and signed a Mutual Recognition Agreement dated 16 February, 2023 (the “Agreement”), the following terms of reference will govern the implementation of the Agreement. Capitalized terms used and not otherwise defined have the meanings given in the Agreement.

**1. Mechanisms for Dialogue and Administrative Co-Operation**

The Monitoring Committee will put into place mechanisms and procedures, which will include:

- 1.1 Establishing the rules and procedures necessary for the application, maintenance, and monitoring of the provisions of this Agreement.
- 1.2 Establishing communication mechanisms so that architects within the participating jurisdictions will understand the rights and obligations they will have to meet when they are granted a license or registration to practice their profession in a foreign country.
- 1.3 A means to resolve differences in interpretation of the mechanisms for the implementation of this Agreement. Any proposed changes or irreconcilable disputes must be presented to NCARB and ARB for resolution.
- 1.4 Developing an agreed-upon process to address noncompliance with the Agreement by a Party to this Agreement and a mechanism for rescission of participation rights of a noncompliant Party to this Agreement if necessary. NCARB will be responsible for the official list of NCARB Member Boards that are Participants.
- 1.5 Additional tasks as determined by the Monitoring Committee or as mutually requested by NCARB and ARB.

**2. Mechanisms for Application**

- 2.1 The point of contact for information for the United States is NCARB and for United Kingdom is ARB.
- 2.2 Once established and operational, actual applications shall be processed within a reasonable period of time from receipt of a completed application.
- 2.3 Documentation forms to be used by local jurisdictions to certify an applicant’s registration/licensure status shall be in uniform format and in English.

### 3. Application Process

#### 3.1 Eligibility

To be eligible to benefit from this Agreement an architect must meet the requirements of Section 2 of the Agreement.

#### 3.2 Application

The applicant must:

- 3.2.1 File an application and pay the required fees.
- 3.2.2 Secure a *Letter of Good Standing* from the licensing or registration authority that issued the applicant's active license or registration, or a successor authority thereto (the "Competent Body"), stating that the applicant either has no record or notice of a disciplinary action, or if such record or notice exists describing such action and its current status. This statement must be sent directly to the point of contact listed in Section 2.1 herein by the Competent Body.
- 3.2.3 Secure the appropriate forms from the relevant authority (i.e., NCARB or ARB) which will confirm that the applicant's qualifications are within the scope of this Agreement.

#### U.S. Architects to ARB:

NCARB will transmit to ARB a copy of the architect's application for mutual recognition, *Evaluation of Record and Council Certification issued by NCARB. These documents will confirm that the architect certified by NCARB is licensed by a Participant and meets the requirements for NCARB Certification. NCARB will also transmit to ARB a copy of the Letter of Good Standing issued by the Participant.*

#### U.K Architects to NCARB

ARB will transmit to NCARB a copy of the architect's application for mutual recognition in a U.S. Participant to the Agreement, *and a Compliance Certificate*, issued by ARB. The Compliance Certificate will confirm that the UK architect is registered with ARB, holds ARB-prescribed qualifications issued in the UK, and is in good standing.

#### 3.3. Conditions

Upon application, applicants must meet the conditions of Section 3 of the Agreement.

### 4. Disciplinary Sanctions

4.1 NCARB and ARB, respectively, will use reasonable efforts to timely inform the other Party if any architect granted licensure or registration pursuant to this Agreement is subject to any disciplinary action that results in revocation or suspension of the architect's license or registration.

4.2 ARB and each Participant will have the authority to determine whether and to what extent the action will have further effect within their respective jurisdiction.