

Resolutions to be Acted Upon

2022 NCARB Annual Business Meeting

This packet includes an overview of this year's resolutions, the resolution language with statements of support, and additional supporting documents in appendices as needed.



National Council of Architectural Registration Boards

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2022 NCARB Annual Business Meeting

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At the April Board of Directors Meeting, the Board reviewed the proposed resolutions and determined which resolutions will be on the June Annual Business Meeting agenda. There will be two webinars prior to ABM to ask questions to the resolution advocates:

- Thursday, May 12, 2022, 4 p.m. ET | [Register](#)
- Thursday, May 26, 2022, 4 p.m. ET | [Register](#)

This packet includes seven resolutions (plus related supporting documentation as appropriate).

Resolution 2022-01: Mutual Recognition Agreement With the United Kingdom


This resolution has the membership ratify the Mutual Recognition Arrangement (MRA) development between NCARB and the U.K.'s Architect Registration Board (ARB). The agreement is expected to be signed in fall 2022, and if the agreement is ratified, it will be implemented in late 2022 or early 2023. The MRA is Appendix A.

Strategic Plan Objective:  Program and Service Excellence

Resolution 2022-02: NCARB Model Law and Regulations Amendment – Definition of Responsible Charge

The Responsible Charge Task Force is recommending that the definition of responsible charge be updated to reflect modern practice standards, including changing the term in *Model Law* to “responsible control.” The proposed responsible control language expands the existing definition to bring regulation into alignment with current practice, while removing ambiguity and clearly defining the critical components and expectations of architects in responsible control.

Strategic Plan Objective:  Stakeholder Systems, Tools, and Resources

 Data Analysis and Thought Leadership

Resolution 2022-03: Omnibus Sunset of Resolutions in Conflict With Current Council Examination Policies

This resolution is part of a multi-year effort to review, and sunset resolutions passed by the membership that no longer align with how NCARB operates today. This batch of resolutions focuses specifically on examination policies that were passed between 1966-1999. Appendix B includes the list of resolutions.

Strategic Plan Objective:  Stakeholder Systems, Tools, and Resources


Resolution 2022-04: Omnibus Sunset of Resolutions in Conflict With Current Council Policies

This resolution is part of a multi-year effort to review and sunset resolutions passed by the membership that no longer align with how NCARB operates today. This batch of resolutions focuses specifically on membership, related organizations, and other misc. policies that were passed between 1980-2020. Appendix C includes the list of resolutions.

Strategic Plan Objective:  Stakeholder Systems, Tools, and Resources

Resolution 2022-05: NCARB Bylaws Amendment – Diversity, Equity, and Inclusion (DEI) Committee

This resolution turns the Diversity Collaborative into a standing advisory committee in the *NCARB Bylaws* to ensure the continuity of its important work. This update to the *Bylaws* would further demonstrate the Council's ongoing commitment to diversity, equity, and inclusion; send a clear signal that this work is a priority to the organization; and will allow the committee the opportunity to continue to evolve.

Strategic Plan Objective:  Future-Focused Research and Development

Resolution 2022-06: NCARB Bylaws Amendment – Omnibus Updates

A holistic review of the *NCARB Bylaws* was completed in FY22, and there are general recommended updates to make, including adding the Northern Mariana Islands to Article VI, Section 2; making minor updates to Article VII, Section 5 for clarity and consistency for elections of like positions; and replacing pronouns with gender-neutral alternatives. The proposed updates are in Appendix D.

Strategic Plan Objective:  Stakeholder Systems, Tools, and Resources

Resolution 2022-07: Amendment and Restatement of the Certification Requirements in the NCARB Certification Guidelines

The requirements for NCARB certification in the *NCARB Certification Guidelines* are the last document to receive a holistic review as part of a multi-year effort to review the Council's membership documents for clarity, ease of use by applicants, and alignment with current processes. There are some recommended changes, including removing a five-year grace period for candidates in process as a blanket policy, aligning Section 5 with the Professional Conduct Committee's Rules of Procedure, and removing appendices A and B. Proposed updates can be found in Appendices E and F.

Strategic Plan Objective:  Program and Service Excellence

Strategic Plan Objective:  Program and Service Excellence

Resolution 2022-01

TITLE: Mutual Recognition Agreement with the United Kingdom

This resolution is supported by the NCARB Board of Directors 13-1.

SUBMITTED BY: Council Board of Directors

WHEREAS, the Board of Directors has established a priority to identify ways to assist architects licensed in a U.S. jurisdiction in obtaining reciprocity for international practice; and

WHEREAS, the process to obtain a license in the United Kingdom is significantly similar to the process to obtain licensure in the United States insofar as applicants satisfy prescribed education, experience, and examination requirements; and

WHEREAS, the International Evaluation Committee composed of education, experience, and examination subject-matter experts has thoroughly assessed the licensure requirements in the United Kingdom and determined significant correlation exists between the licensure requirements in the United Kingdom and the United States; and

WHEREAS, staff representatives from NCARB and the Architects Registration Board (ARB) have successfully negotiated an arrangement that is mutually satisfactory to the leadership of each organization; and

WHEREAS, pursuant to the *NCARB Bylaws*, Article V, Section 11, all written international and/or foreign agreements entered into by the Council shall be subject to ratification by majority vote of the Member Boards (28 votes) at an Annual Business Meeting.

NOW, THEREFORE, IT IS HEREBY:

RESOLVED, that the Mutual Recognition Agreement between the National Council of Architectural Registration Boards (NCARB), representing the 55 architectural registration boards of the United States, and Architects Registration Board (ARB), representing the United Kingdom, be and hereby is ratified and approved as published in Appendix A in these resolutions.

FURTHER RESOLVED, that upon the approval of this change by a majority of the Council Member Boards, such change will become effective no earlier than 60 days after the agreement is signed by the ARB.

FINANCIAL IMPACT:

- No financial impact.

SPONSORS' STATEMENT OF SUPPORT:

The proposed Mutual Recognition Agreement between NCARB and the United Kingdom's (U.K.) Architects Registration Board (ARB) presented here expands the reach of U.S. architects, enabling them to establish



professional contacts, seek work, and perform services as a registered architect in England, Northern Ireland, Scotland, and Wales. This proposed MRA is in its final form and will be signed by NCARB and ARB following ratification by the Member Boards. Once the MRA is approved and signed by both parties, it will become effective January 2023. Thereafter, all Member Boards may grant licensure to NCARB Certificate holders from the U.K. who were certified through the requirements of this MRA. To streamline implementation and ease the burden of participation on Member Boards, this MRA does not require participating Member Boards to sign a Letter of Undertaking and become party to the MRA, as has been required with other MRAs. Instead, following discussion with each Member Board, NCARB will inform ARB as to which Member Boards will offer licensure reciprocity. NCARB will update the list of participating Member Boards from time to time as needed.

NCARB Certificate holders currently have the ability to expand their practices through all of North America due to our long-standing Mutual Recognition Agreements(MRA) with Canada and Mexico. In 2016, NCARB expanded international opportunities for Certificate holders through our MRA with Australia and New Zealand.

The terms of this Agreement are derived from our current arrangements with Canada, Australia, and New Zealand and are strongly founded on accredited education, structured experience, and examination; the mainstays of licensure in our U.S. jurisdictions. In late 2018, then-President Greg Erny appointed education, experience, and examination subject-matter experts to assemble documents and review the requirements for registration in the U.K. Through a substantial comparative analysis, the International Evaluation Committee (IEC) found significant correlation between the required professional competencies for practice and the way those competencies are established and assessed in both countries.

The detailed comparative analysis conducted by the IEC identified that:

- All 26 NAAB student performance criteria were covered at least once across the ARB's General Criteria, Graduate Attributes, and Professional Criteria.
- All 96 AXP tasks were covered at least once across the ARB's General Criteria, Graduate Attributes, and Professional Criteria.
- All 91 ARE assessment objectives were covered at least once across the ARB's General Criteria, Graduate Attributes, and Professional Criteria.

Based on their analysis, the review team found that a rigorous and standardized registration process is in place in the U.K. that parallels NCARB's education, experience, and assessment of competency. The U.K. path is structured somewhat differently from NCARB's path; however, the IEC is confident that an equivalent level of competence is required of the architect at the point of registration.

The IEC's comprehensive review supported a recommendation to the Board to enter into formal negotiations based on the following main principles:

- Proof of current and valid licensure/registration in good standing from the home authority, and
- Lawful authorization to work in the locality (U.S. or U.K.) in which they are licensed/registered.

Staff deemed qualified and entrusted to negotiate the detailed requirements of the MRA on behalf of NCARB began with the understanding that trust between organizations and the individuals involved is critical to success. This understanding recognizes the significance in international discussions to put aside any organizational pomposity and demonstrate a commitment of esteem for and professional equity between organizations.

NCARB certification signifies that an architect has met the qualifications established in the *Certification Guidelines*, and accepted by the Member Boards. The NCARB *Certification Guidelines* require, for certification of a U.S. architect, completion of a NAAB-accredited degree program, completion of the AXP, and passing the ARE.



For those architects who do not qualify for certification under these requirements, the *Certification Guidelines* identify alternative qualifications for deficiencies in education, experience, and examination; the Foreign Architect Path; and existing MRAs.

Negotiations began with the intent that any NCARB certified architect would be allowed to seek registration in the U.K.—an “all-inclusive” approach. Each alternative means by which to obtain NCARB certification were presented and discussed in detail. The ARB then independently reviewed and assessed the certification alternatives, as well as the Foreign Architect Path and NCARB’s existing MRAs.

- Licensure/registration of an applicant who obtained licensure/registration in the home country through an MRA was immediately dismissed collectively. NCARB’s and ARB’s existing MRAs prohibit this.
- The Foreign Architect Path was considered; however, this path recognizes and accepts the education achieved by the applicant in support of their credential in the foreign country. The education is not evaluated against NAAB degree program requirements or the *NCARB Education Standard*. Therefore, the ARB cannot accept this alternative.
- The Education Alternative was discussed and considered many times during the negotiations, prior to this option’s elimination from acceptable requirements. This includes the two options—Two Times AXP and the *NCARB Certificate Portfolio*.

The ARB places most of the weight on the U.K. registration process on education, as they are the authority that “prescribes” the education, experience, and examination attributes (competencies) that must be met prior to registration. Currently, the ARB has no alternative means to gain registration in their path. They do not recognize experience or examination in lieu of education. While they found our recognition of experience in lieu of education of interest, at this time they cannot accept our education alternatives.

The possibility of expanding the eligibility criteria to U.S. architects who obtained their NCARB Certificate through alternative paths was discussed and agreed as a discussion point to be considered commencing after the initial implementation of the proposed MRA. The ARB has begun its efforts to identify diverse, inclusive, and equitable means for registration. They are committed to ongoing review of the requirements established in this MRA, which is reflected in text of the MRA.

The credible standards and consistent expectations for initial licensure/registration developed over many years, supported by strong regulatory procedures, have enabled NCARB and the ARB to move forward together. In the end, the Agreement respects each country’s well-established, rigorous path to licensure rather than dissecting the individual components.

ADVOCATES:

- Policy Advisory Committee
 - Chair: Lenora A. Isom, NCARB, Nebraska Member Board Member
 - Jennifer R. Arbuckle, NCARB, AIA, LEED AP
 - Emily Cronbaugh, Wyoming Member Board Executive
 - Brett Foley, Nebraska Member Board Member
 - Melarie Gonzales, New Mexico Member Board Executive
 - George Miller, FAIA, NCARB, New York Member Board Member
 - Miguel A. Rodriguez, FAIA, NCARB, Florida Member Board Member
 - Tara Rothwell, AIA, NCARB, LEED AP, New Mexico Member Board Member
 - Margaret (Meg) S. Parsons, FAIA, NCARB, ALEP, LEED AP BD+C, Minnesota Member Board Member



- International Evaluation Committee
 - Daniel D. Bennett, FAIA, NCARB, Alabama Member Board Member
 - Denis A. Henmi, FAIA, LEED AP, NCARB
 - Jeanne M. Jackson, FAIA, NCARB, LEED AP
 - James R. Lev, AIA
 - John P. Rademacher, AIA, NCARB, Ohio Member Board Member
 - Cheryl C. Walker, FAIA, NCARB
 - Terance B. White, AIA, NCARB

RESOURCES:

- [Appendix A: Mutual Recognition Agreement Between the National Council of Architectural Registration Boards and the Architects Registration Board](#)

Strategic Plan Objectives:



Stakeholder Systems, Tools, and Resources



Data Analysis and Thought Leadership

Resolution 2022-02

TITLE: *NCARB Model Law and Regulations* Amendment – Definition of Responsible Charge

This resolution is supported by the NCARB Board of Directors 14-0.

SUBMITTED BY: Council Board of Directors

WHEREAS, the Board of Directors charged the Responsible Charge Task Force with reviewing and updating the “Responsible Charge” definition within *NCARB Model Law and Regulations*; and

WHEREAS, the Responsible Charge Task Force, upon research and review, recommended that the definition for “Responsible Charge” within *NCARB Model Law and Regulations* be updated to reflect current practice standards that maintain public safety, and all instances of “Responsible Charge” within *NCARB Model Law and Regulations* be updated to “Responsible Control”; and

WHEREAS, the *NCARB Model Law and Regulations* may only be changed by an absolute majority vote of the Council Member Boards (28 votes), with such change becoming effective at the time specified in this resolution.

NOW, THEREFORE, IT IS HEREBY:

RESOLVED, that the definition for “Responsible Charge” in Section 103 Definitions of the *NCARB Model Law and Regulations* be revised as indicated below:

“16) Responsible Charge – The control over and detailed professional knowledge of the development and execution of the project, including Technical Submissions, as is ordinarily exercised by an Architect applying the required professional standard of care:

Responsible Control – Responsibility for exercising the ultimate authority over, and possessing the knowledge and ability to oversee, delegate, and integrate the design and technical decisions related to the preparation of the project’s instruments of service and the project’s implementation in conformance with the standard of care.”

FURTHER RESOLVED, that all instances of “Responsible Charge” within the *NCARB Model Law and Regulations* be revised to “Responsible Control”; and

FURTHER RESOLVED, that following the approval of the resolutions by an absolute majority of the Council Member Boards, such resolutions will become effective July 1, 2022.

FINANCIAL IMPACT:

- No financial impact.

SPONSORS' STATEMENT OF SUPPORT:

The Responsible Charge Task Force, formed in FY21, was charged with evaluating the existing definition of “Responsible Charge” within the *NCARB Model Law and Regulations* and proposing updates reflecting the continuously evolving practice of architecture. Over the last two fiscal years, the Task Force has conducted extensive research into current jurisdictional regulations, met with liability insurance and construction arbitration and litigation experts, and analyzed results from an independent survey of NCARB Certificate holders on how responsible charge is being maintained within architectural practice today. Based upon this research, analysis, and discussions with other NCARB committees, the Task Force believes that the current definition of “Responsible Charge” within *NCARB Model Law and Regulations* is no longer appropriate and inadequately addresses the critical responsibilities of a sealing and signing architect.

Based on research conducted by the Task Force, the current definition does not align with modern practice standards for many architects and firms that are effectively protecting the public. Collaboration, delegation, and integration are key components of practice today as architects rely on project teams, specialists, consultants, and other building and construction experts to provide detailed knowledge in the development of the instruments of service. As the built environment becomes increasingly more complex, the ability for the architect in responsible control to possess full detailed knowledge of all aspects of a project is unreasonable for some projects, and in many instances, not possible, specifically on large or programmatically complex projects. Also, the current definition’s generic and simplistic approach does not provide clear guidance and expectations to practitioners, regulatory boards, or consumers when it comes to the responsibilities of the architect in responsible control.

The proposed definition expands the existing definition to bring regulation into alignment with current practice, while removing ambiguity and clearly defining the critical components and expectations of architects in responsible control. To bring the definition into alignment with the *NCARB Model Rules of Conduct*, the proposed definition replaces “Responsible Charge” with “Responsible Control.”

The Task Force identified several critical components an architect must maintain to be in responsible control of a project—responsibility, ultimate authority, knowledge, ability to oversee, delegate and integrate, as well as the professional standard of care.

Proposed Definition

Responsible Control – **Responsibility** for exercising the **ultimate authority over**, and possessing the **knowledge and ability to oversee, delegate, and integrate** the design and technical decisions related to the preparation of the project’s instruments of service and the project’s implementation in conformance with the **standard of care**.

The addition of responsibility, ultimate authority, oversight, delegation, and integration to the definition acknowledges that architectural practice has evolved into a collaborative, team-oriented process, while still holding the architect in responsible control fully responsible for the preparation and implementation of the project’s instruments of service. Oversee, delegate, and integrate are complementary and interdependent and, as such, are all required components of responsible control. The definition acknowledges that portions of a project may be delegated to a person with the appropriate knowledge and skills while the architect in responsible control still maintains oversight and the ultimate authority over all decisions. The architect in responsible control must ensure they are exercising ultimate authority and proper oversight of all work that is delegated to others or integrated into the work under the architect’s seal.

The professional standard of care remains in the proposed definition. To bring the definition into alignment with architectural practice, it states that the architect must possess the knowledge and ability required to execute and implement the project. This allows the definition to remain flexible and applicable to various project types, scales, and firm practices while still measuring the actions of the architect against the professional standard of care.



The Task Force believes the modernization of the responsible charge definition within *NCARB Model Law and Regulations* continues to protect the health, safety, and welfare of the public with a more comprehensive and flexible definition that responds to current architectural practice, provides more coverage and clarity on the responsibilities of the architect is responsible control, while providing reasonable model language to jurisdictions as they continue to protect their citizens.

ADVOCATES

- Responsible Charge Task Force
 - Chair: David Hoffman, FAIA, NCARB, Hon. FCARM, Former Kansas Architects Board Member
 - Philip Cerrone, AIA, NCARB, LEED AP, Connecticut Member Board Member
 - Beth Chenette, Vermont Member Board Member
 - Robert Cozzarelli, FAIA, NCARB, PP, CID, New Jersey Member Board Member
 - Debra Dockery, FAIA, NCARB, Texas Member Board Member
 - Gregory Erny, NCARB, FAIA, Hon. FCARM, Nevada Member Board Member
 - Monica Harrison, Nevada Member Board Executive
 - Susan Schaefer Kliman, NCARB, AIA, LEED AP
 - Robert Larrimer, NCARB, AIA, Ohio Member Board Member
 - Thomas Lonardo, NCARB, Rhode Island Member Board Member
 - Anne Muller, Kentucky Member Board Member
 - Marin Pastar, AIA, NCARB, ASHE
 - John Pesa, AIA, NCARB, Massachusetts Member Board Member
 - Sian Roberts, FAIA, NCARB, DBIA, LEED AP, Washington Member Board Member
 - Rick Thompson, NCARB, AIA, Tennessee Member Board Member

Strategic Plan Objective:



Stakeholder Systems, Tools, and Resources

Resolution 2022-03

TITLE: Omnibus Sunset of Resolutions in Conflict with Current Council Examination Policies

This resolution is supported by the NCARB Board of Directors 14-0.

SUBMITTED BY: NCARB Board of Directors

WHEREAS, the Board of Directors requested a review of resolutions passed by the membership to determine if there are any that no longer align to current NCARB policies and are appropriate to sunset; and

WHEREAS, the Policy Advisory Committee has reviewed a batch of resolutions from 1960 to 2020 related to the examination and recommended several to rescind that conflict with current policies; and

WHEREAS, Resolution 1996-12 rescinded all previously enacted policies regarding the Council's examinations;

WHEREAS, Resolution 14 adopted in 2002 purported to rescind Resolution 1978-16 and a compilation of "active" examination-related resolutions was produced, causing uncertainty as to the effect of; and

WHEREAS, the Council desires to clarify that all policies and resolutions regarding the Council's examinations enacted prior to the adoption of Resolution 1996-12 are understood to have been rescinded and are no longer active and the only active policies governing the exam are those located in the *ARE Guidelines*, *Certification Guidelines*, and/or other Board of Director policies adopted after the enactment of Resolutions 1996-12; and

WHEREAS, resolutions of substantive matters that NCARB's membership have passed by resolution may only be changed by an absolute majority vote of the Council Member Boards (28 votes), with such change becoming effective at the time specified in this Resolution.

NOW, THEREFORE, IT IS HEREBY:

RESOLVED, that all policies and resolutions related to Council examinations that were enacted prior to the adoption of Resolution 1996-12 were, and hereby are, rescinded and otherwise deemed inactive. Without limiting the generality of this resolution, this resolution expressly rescinds the following resolutions:

- Resolution 1969-8 (Continuation of Studies Toward the Development of a New Examination)
- Resolution 1970-6 (Acceptance of Examination Grades Between Member Boards)
- Resolution 1971-4 (Eligibility Cut-Off Date for Council Oral Examination)
- Resolution 1971-6 (Phasing Out of Seven-Part Examination and Implementation of New Professional Examination)
- Resolution 1971-16 (Additional Registration and/or Certification Requirements)
- Resolution 1972-2 (NCARB Examinations)
- Resolution 1972-4 (Publication and Distribution of Examination Success Rates)
- Resolution 1972-5 (Implementation of New Examinations)
- Resolution 1975-6 (Publication of Examination Costs)



- Resolution 1975-16 (Prohibition of Examination Interpreters)
- Resolution 1975-20 (Administration of Parts I and II of the Equivalency Examination)
- Resolution 1976-5 (Evaluation of NCARB Examination)
- Resolution 1977-1 (Requirements for Graphics Examination)
- Resolution 1979-5 (Task Analysis and Validation Study)
- Resolution 1979-22 (Sequence of Sections A and B of Professional Examination)
- Resolution 1980-3 (Revision of Passing Procedure for Section B, Professional Examination)
- Resolution 1983-11 (Examination May Be Taken in Parts)
- Resolution 1983-12 (Allow Purchase of the ARE by Parts)
- Resolution 1984-14 (Security of NCARB Examinations)
- Resolution 1984-16 (Alternative Exam Methodologies to Multiple-Choice Exam Items)
- Resolution 1984-19 (Structural Examinations Format)
- Resolution 1985-8 (Rescission of 1984 Resolution No. 20 Permitting the Use of Reference Material in the ARE)
- Resolution 1988-7 (Withholding Access to ARE from Member Board Not Administering Examination)
- Resolution 1989-12 (Study the Appropriateness of Terminating the Paper-and-Pencil ARE)
- Resolution 1989-15 (Elimination of Special Seismic Test)
- Resolution 1992-2 (NCARB Written Examination Required for Certification)
- Resolution 1992-5 (ARE in English Requirement for Certification)
- Resolution 1993-1 (Rescind Resolution No. 1 of the 1990 Annual Meeting)
- Resolution 1993-2 (Reporting Scores for the Computerized ARE)
- Resolution 1994-10 (Giving Credit for Pilot Administrations of ARE '97)
- Resolution 1997-12 (Examination Fees)
- Resolution 1999-17 (Comprehensive Testing)

FURTHER RESOLVED, that upon the approval of the foregoing resolution by a majority of the Council Member Boards, such resolution will become effective immediately.

FINANCIAL IMPACT:

- No financial impact.

SPONSORS' STATEMENT OF SUPPORT:

The Policy Advisory Committee is continuing a multi-year research project to identify historical policy or position-related resolutions that may no longer align with current Council practice or philosophy.

Today, the *NCARB Bylaws* specifically give the NCARB Board of Directors authority to issue rules and policies respecting the development, administration, and grading of examination, which includes setting fees, dates exams may be administered, safeguards to prevent improper disclosure of information respecting the exams, and other matters.



Resolution 1996-12 rescinded previous policies and replaced them with new policies for the computerized exam. The later passage of Resolution 2002-14 to rescind a specific policy, as well as the development of an index of active resolutions in 2002, has caused uncertainty as to the effect of the 1996 resolution. To provide clear direction going forward, the Policy Advisory Committee recommends this resolution be passed so that it is clear that all active policies governing the exam are located in *ARE Guidelines*, *Certification Guidelines*, and/or other Board policies.

ADVOCATES:

- Policy Advisory Committee
 - Chair: Lenora A. Isom, NCARB, Nebraska Member Board Member
 - Jennifer R. Arbuckle, NCARB, AIA, LEED AP
 - Emily Cronbaugh, Wyoming Member Board Executive
 - Brett Foley, Nebraska Member Board Member
 - Melarie Gonzales, New Mexico Member Board Executive
 - George Miller, FAIA, NCARB, New York Member Board Member
 - Miguel A. Rodriguez, FAIA, NCARB, Florida Member Board Member
 - Tara Rothwell, AIA, NCARB, LEED AP, New Mexico Member Board Member
 - Margaret (Meg) S. Parsons, FAIA, NCARB, ALEP, LEED AP BD+C, Minnesota Member Board Member

RESOURCES

- [Appendix B: NCARB Examination Policy Sunset: 1966-2002](#)

Strategic Plan Objective:



Stakeholder Systems, Tools, and Resources

Resolution 2022-04

TITLE: Omnibus Sunset of Resolutions in Conflict With Current Council Policies

This resolution is supported by the NCARB Board of Directors 14-0.

SUBMITTED BY: NCARB Board of Directors

WHEREAS, the Board of Directors requested a review of resolutions passed by the membership to determine if there are any resolutions that no longer align with current NCARB policies and are appropriate to sunset; and

WHEREAS, the Policy Advisory Committee has reviewed a batch of resolutions from 1980 to 2020 related to experience, continuing education, membership, related organizations, studies, and other policies and recommended several to sunset; and

WHEREAS, resolutions of substantive matters that NCARB's membership have passed by resolution may only be changed by an absolute majority vote of the Council Member Boards (28 votes), with such change becoming effective at the time specified in this Resolution.

NOW, THEREFORE, IT IS HEREBY:

RESOLVED, that the National Council of Architectural Registration Boards sunsets the following resolutions, the full texts of which are attached hereto as Appendix C:

- Resolution 2000-12: Support the Work of the Collateral Internship Task Force Regarding IDP, Mentorship, and Education
- Resolution 1998-17: International Building Code 2000
- Resolution 1987-1: Continuation of an Education Evaluation Process
- Resolution 1986-11: Lateral Forces Home Study Program
- Resolution 1980-1: List of Licensees
- Resolution 1980-15: Support for IDP

FURTHER RESOLVED, that following the approval of the foregoing resolution by an absolute majority of the Council Member Boards, such resolution will become effective July 1, 2022.

FINANCIAL IMPACT:

- No financial impact.

SPONSORS' STATEMENT OF SUPPORT:

The Policy Advisory Committee is continuing a multi-year research project to identify historical policy or position-related resolutions that may no longer align with current Council practice or philosophy.



This year, the committee has reviewed resolutions dating back to 1980 related to experience, continuing education, membership, related organizations, studies, and other miscellaneous policies. Additional resolutions to clean up NCARB policies are expected over the next several years as the Council works to develop a more user-friendly resolution archive.

ADVOCATES:

- Policy Advisory Committee
 - Chair: Lenora A. Isom, NCARB, Nebraska Member Board Member
 - Jennifer R. Arbuckle, NCARB, AIA, LEED AP
 - Emily Cronbaugh, Wyoming Member Board Executive
 - Brett Foley, Nebraska Member Board Member
 - Melarie Gonzales, New Mexico Member Board Executive
 - George Miller, FAIA, NCARB, New York Member Board Member
 - Miguel A. Rodriguez, FAIA, NCARB, Florida Member Board Member
 - Tara Rothwell, AIA, NCARB, LEED AP, New Mexico Member Board Member
 - Margaret (Meg) S. Parsons, FAIA, NCARB, ALEP, LEED AP BD+C, Minnesota Member Board Member

RESOURCES:

- [Appendix C: NCARB Policy Resolutions to Sunset: 1980-2018, Part 2](#)

Strategic Plan Objective:



Future-Focused Research and Development

Resolution 2022-05

TITLE: *NCARB Bylaws* Amendment – Diversity, Equity, and Inclusion (DEI) Committee

This resolution is supported by the NCARB Board of Directors 13-1.

SUBMITTED BY: NCARB Board of Directors

WHEREAS, the Board of Directors has charged the Diversity Collaborative with updating the *NCARB Bylaws* to include a standing committee focused on diversity, equity, and inclusion; and

WHEREAS, the Diversity Collaborative has recommended creating and adding a Diversity, Equity, and Inclusion Committee to Article XII, Section 8 of the *NCARB Bylaws*; and

WHEREAS, pursuant to Article XIV of the *NCARB Bylaws*, the *Bylaws* may only be amended at a special meeting or at the Annual Business Meeting of the Council by resolution approved by the affirmative vote of not less than two-thirds of the Member Boards (37 votes).

NOW, THEREFORE, IT IS HEREBY:

RESOLVED, that Article XII, Section 8 in the *NCARB Bylaws* be revised to insert the following language as new subsection I of Article XII, Section 8:

“I. Diversity, Equity, and Inclusion Committee: The Diversity, Equity, and Inclusion (DEI) Committee explores and recommends strategies to improve the diversity, equity, and inclusive culture of NCARB to ensure that the organization represents the population it serves.”

FURTHERED RESOLVED, that subsections following the insertion in Article XII, Section 8 be re-lettered; and

FURTHERED RESOLVED, that following the approval of the resolutions by a two-thirds majority of the Council Member Boards, such resolutions will become effective July 1, 2022.

FINANCIAL IMPACT

- The Council would incur costs related to hosting in-person, hybrid, and/or remote meetings a few times a year.

SPONSORS’ STATEMENT OF SUPPORT:

To effectively protect the public’s health, safety, and welfare, those who regulate the profession of architecture must reflect, understand, and respect the communities they serve. NCARB is committed to advancing diversity, equity, and inclusion in the architecture profession through our work as a regulatory organization through a number of efforts including research, data, and advocacy. To help achieve this, it is recommended that NCARB add the Diversity, Equity, and Inclusion Committee into the *NCARB Bylaws* to ensure the continuity of this important work.



As part of a continuation and commitment to the work the Council already has underway, the proposed resolution would codify the Diversity, Equity, and Inclusion Committee as an advisory committee as defined in the *NCARB Bylaws*. Advisory committees are comprised of NCARB volunteers, including Member Board Members, and make recommendations to the Board of Directors. There are currently eight advisory committees outlined in the *Bylaws* that directly impact NCARB program and policies, including:

- Education Committee
- Experience Committee
- Examination Committee
- Policy Advisory Committee
- Professional Conduct Committee
- Member Board Executives Committee
- Regional Leadership Committee
- Credentials Committee

This update to the *Bylaws* would further demonstrate the Council's ongoing commitment to diversity, equity, and inclusion. Passage of the resolution by membership will also send a clear signal that this work is a priority to the organization and will allow the committee the opportunity to continue to evolve. Lastly, this firmer foundation will also allow future presidents to charge the committee with multi-year initiatives to continue to make progress in the DEI arena.

One of the important efforts NCARB has pursued toward this goal was the establishment of a Diversity Collaborative made up of regional leaders and other engaged volunteers. In 2018, the Collaborative was empowered to research and recommend strategies to increase the diversity of NCARB's governing bodies and leaders. The path to NCARB leadership—and eventually the Board of Directors—starts when a governor or other appointing authority selects someone to serve on a licensing board.

Last year, the Collaborative successfully put forth a resolution reducing the term limits for regional directors who serve on the NCARB Board of Directors from three years to two years, modestly expediting the pathway to leadership for individuals who wish to serve on the Board.

Additionally, the Collaborative was also charged with reviewing the Board of Directors' "Policy on Diversity and Inclusion," which was last amended in 2014. The collaborative recommended updating the policy to better reflect NCARB's holistic approach to ensuring diversity, equity, and inclusion (DEI) at all levels—including committee volunteers, licensing board members, Record holders, and the national Board. The Board of Directors formally adopted these recommendations at the 2021 Annual Business Meeting.

It is recognized by the Collaborative that these milestones are cornerstones of a foundation that will build lasting, sustainable change for NCARB. Diversity, equity, and inclusion is not a time-bound effort; it is continuously evolving. By adding the DEI Committee to the *Bylaws*, NCARB will be positioned to meet these changes for the foreseeable future.

**ADVOCATES:**

- Diversity Collaborative Task Force
 - Chair: Celestia R. Carson, AIA, LEED AP, Utah Member Board Member
 - Jennifer R. Arbuckle, NCARB, AIA, LEED AP
 - Nolanda J. Hatcher, Alabama Member Board Member
 - Lenora A. Isom, NCARB, LEED AP BD+C, Nebraska Member Board Member
 - Latoya N. Kamdang, AIA, New York Member Board Member
 - Brenee King, Kansas Member Board Member
 - George Miller, FAIA, NCARB, New York Member Board Member
 - Kate R. Nosbisch, Hon. AIA VA, Virginia Member Board Executive
 - Margaret (Meg) S. Parsons, FAIA, NCARB, ALEP, LEED AP BD+C, Minnesota Member Board Member
 - Miguel A. Rodriguez, FAIA, NCARB, Florida Member Board Member
 - Tara Rothwell, AIA, NCARB, LEED AP, New Mexico Member Board Member
 - Nilza Serrano, California Member Board Member
 - Aelan B. Tierney, AIA, LEED AP BD+C, Massachusetts Member Board Member

RESOURCES:

- [NCARB's Policy on Diversity and Inclusion](#)

Strategic Plan Objective:



Stakeholder Systems, Tools, and Resources

Resolution 2022-06

TITLE: *NCARB Bylaws* Amendment – Omnibus Updates

This resolution is supported by the NCARB Board of Directors 14-0.

SUBMITTED BY: NCARB Board of Directors

WHEREAS, the NCARB Board of Directors has determined upon careful consideration that it is advisable and in the best interests of the Council to amend the *NCARB Bylaws*; and

WHEREAS, the Policy Advisory and Credentials Committees have recommended updates to the *NCARB Bylaws* to address inconsistencies in the document and other general updates; and

WHEREAS, pursuant to Article XV of the *NCARB Bylaws*, the *Bylaws* may only be amended at a special meeting or the Annual Business Meeting of the Council by resolution approved by the affirmative vote of not less than two-thirds of the Member Boards (37 votes).

NOW, THEREFORE, IT IS HEREBY:

RESOLVED, that the amended Articles and Sections of the *NCARB Bylaws* are adopted in the form attached hereto as Appendix D.

FURTHER RESOLVED, that following the approval of the resolution by an affirmative vote of two-thirds of the Council Member Boards, such resolution will become effective July 1, 2022.

FINANCIAL IMPACT:

- No financial impact.

SPONSORS' STATEMENT OF SUPPORT:

A few years ago, the Council Board of Directors established a regular review process for NCARB's important governing documents and policies in order to be more thoughtful on how the organization updates and maintains items that are subject to the resolution process. With the last holistic review of the *NCARB Bylaws* completed in FY18, a follow-up review occurred this year that identified a few minor updates that should be made to align and reflect recent recommendations from NCARB committees.

NORTHERN MARIANA ISLANDS

The Northern Mariana Islands rejoined the Council and Region 6 in 2019. They need to be readded to Article VI, Section 2.



GENDER NEUTRAL PRONOUNS

As part of NCARB's Diversity Policies, all documents should be written to be gender neutral. The *NCARB Bylaws* currently has several references to "he/her," which should be updated to the appropriate gender-neutral statement.

ELECTION POLICIES

Last year the Credentials Committee did a review of the Council's election policies for the NCARB Board of Directors. Minor updates are being recommended for clarity and consistency for the different elected positions. A slight modification is also recommended to the deadline to receive a nomination for the president-elect, second vice president, treasurer, secretary, and public member positions so that the Credentials Committee has time to verify a nominee's qualifications prior to the elections taking place. New candidates can still be nominated onsite at the Annual Business Meeting, but nominations will be due earlier than when the election starts during the third business session.

ADVOCATES:

- Policy Advisory Committee:
 - Chair: Lenora A. Isom, NCARB, LEED AP BD+C, Nebraska Member Board Member
 - Jennifer R. Arbuckle, NCARB, AIA, LEED AP
 - Emily Cronbaugh, Wyoming Member Board Executive
 - Brett P. Foley, Nebraska Member Board Member
 - Melarie Gonzales, MBA, New Mexico Member Board Executive
 - George Miller, FAIA, NCARB, New York Member Board Member
 - Margaret (Meg) S. Parsons, FAIA, NCARB, ALEP, LEED AP BD+C, Minnesota Member Board Member
 - Miguel A. Rodriguez, FAIA, NCARB, Florida Member Board Member
 - Tara Rothwell, AIA, NCARB, LEED AP, New Mexico Member Board Member
- Credentials Committee
 - Chair: Catherine C. Morrison, AIA, NCARB, LEED AP BD+C, North Carolina Member Board Member
 - Sandra M. Matsushima, Hawaii Member Board Executive
 - Allison McClintick, Idaho Member Board Member
 - Charles L. Ward III, California Member Board Member
 - Albert F. Zaccone, FAIA, New Jersey Member Board Member

RESOURCES:

- [Appendix D: NCARB Bylaws Omnibus Updates](#)

Strategic Plan Objective:



Program and Service Excellence

Resolution 2022-07

TITLE: Amendment and Restatement of the Requirements for Certification in the *NCARB Certification Guidelines*

This resolution is supported by the NCARB Board of Directors 14-0.

SUBMITTED BY: NCARB Board of Directors

WHEREAS, the Council Board of Directors has charged the Policy Advisory Committee with reviewing and updating the Requirements for Certification in the *NCARB Certification Guidelines*; and

WHEREAS, the Policy Advisory Committee has recommended that it is advisable to amend and restate the Requirements for Certification in the *NCARB Certification Guidelines*, as described below and reflected in the attached appendices to make them easier to understand and ensure consistency in the Requirements; and

WHEREAS, the Certification Requirements in the *NCARB Certification Guidelines* may only be changed by an absolute majority vote of the Council Member Boards (28 votes), with such change becoming effective at the time specified in this Resolution.

NOW, THEREFORE, IT IS HEREBY:

RESOLVED, that the Requirements for Certification in the *NCARB Certification Guidelines* are hereby amended and restated in the form attached hereto in Appendix E; and

FURTHER RESOLVED, that upon the approval of the resolution by an absolute majority of the Council Member Boards, such resolution will become effective July 1, 2022.

FINANCIAL IMPACT:

- No financial impact.

SPONSORS' STATEMENT OF SUPPORT:

Over the last several years, the Council has been doing a holistic review of all its documents and policies that are subject to membership review through the resolution process. The requirements for NCARB certification in the *NCARB Certification Guidelines* are the last major set of requirements to receive this review for clarity, ease of use by applicants, and alignment with current processes.

In FY20 and FY21, the requirements were reviewed to identify areas that cause applicants for NCARB certification the most confusion, any inconsistencies in the requirements, and other areas that could be clarified. As such, the Policy Advisory Committee is recommending the following updates to the document:

GENERAL UPDATES/CLARIFICATIONS THROUGHOUT:

- "Registration/registered/registration" to "Licensure/licensed/license"
 - Align this document with other NCARB documents to reflect that "license" is the more



understandable/standard term for today's applicants. A note about registration and licensure will appear at the beginning of the *Certification Guidelines* (which is not subject to resolution) to reflect that the two words tend to be used interchangeably, but do occasionally have different meanings in some jurisdictions.

Note: Section 5 aligns to *NCARB Professional Conduct Committee's Rules of Procedure*, which continues to use the word registration instead of licensure. To keep these two documents in alignment, registration/register are used in this section.

- "Mutual Recognition Arrangement" to "Mutual Recognition Arrangement/Agreement"
 - We have both agreements and arrangements with international organizations/countries. This provides clarity to something that has caused confusion.
- "You" vs. "Architect/Applicant/Individual"
 - This document mostly uses the second person ("you") narrative, but over time has occasionally been switched into third person. Updated throughout for clarity and consistency.
- "Shall" vs. "must"
 - According to the Supreme Court, "shall" can mean "may" in certain contexts. In general, and because of this potential ambiguity, the document has been updated to reflect which items are really "musts."
- Most additional changes in the document are for clarity or grammar, and do not result in policy shifts (except noted below).

RECOMMENDED CHANGES/CLARIFICATIONS:

- Removal of the five-year grace period for applicants in process of earning NCARB certification when a change is implemented.
 - Leaves room for grandfathering language in a resolution to address candidates in process if the change is significant.
 - In general, five years is too long of window for candidates to still be able to meet old requirements.
 - In addition, the introductory paragraph has been updated to clarify what "in process" means to address applicant confusion.
- Removal of General (Sections 1.6 and 2.6)
 - NCARB staff recommended deleting this section, as it seems like it is no longer relevant to boards and NCARB. It was based on a paper process that doesn't exist anymore.
- Clarifying Sections 1.3 and 1.4 (to be updated to 1.4 and 1.5)
 - Added language to clarify that if you met the experience and examination requirements at the time of initial licensure, those are considered equivalent for NCARB certification.
- Clarifying Section 2
 - Added note to section 2 clarifying that you may only do the education or experience alternative—not both.
- Clarifying Section 4.2 (to be updated to 4.3)
 - Language around the education requirements for applicants pursuing the Foreign Architect Path was clarified to reduce confusion regarding EESA evaluations.



- Aligning Section 5: Revocation and Reinstatement of the NCARB Certificate
 - Updated language to align with the *NCARB Bylaws* and the Professional Conduct Committee's Rules of Procedure, which was updated in FY21.
- Removing Appendix A: Architect Registration Examination
 - The content in this appendix applies to all candidates, not just Certificate applicants. As such, it should live in the *ARE Guidelines* with all other ARE policies.
 - Removing Appendix A will mean future updates to the Rolling Clock and extension policies will be done through NCARB Board of Directors action rather than membership vote in accordance with Article X, Section 1 of the *NCARB Bylaws*.
- Removing Appendix B: ARE 5.0 Equivalents
 - Given that changes to the exam happen through Board action rather than resolution, there is currently a (small) risk that the exam and equivalent appendix could become misaligned since the equivalent appendix currently requires a resolution.
 - This document will still exist as an independent document for Member Board reference and will be updated as needed based on how the exam evolves in the future.

Two appendices for this resolution have been developed so that Member Boards can understand all recommended changes to the Requirements for Certification in the *NCARB Certification Guidelines*:

- Appendix E: Clean version of the Requirements for Certification incorporating the recommended updates.
- Appendix F: The current version of the Requirements for Certification with the recommended updates noted.

ADVOCATES:

- Policy Advisory Committee
 - Chair: Lenora A. Isom, NCARB, Nebraska Member Board Member
 - Jennifer R. Arbuckle, NCARB, AIA, LEED AP
 - Emily Cronbaugh, Wyoming Member Board Executive
 - Brett Foley, Nebraska Member Board Member
 - Melarie Gonzales, New Mexico Member Board Executive
 - George Miller, FAIA, NCARB, New York Member Board Member
 - Miguel A. Rodriguez, FAIA, NCARB, Florida Member Board Member
 - Tara Rothwell, AIA, NCARB, LEED AP, New Mexico Member Board Member
 - Margaret (Meg) S. Parsons, FAIA, NCARB, ALEP, LEED AP BD+C, Minnesota Member Board Member

RESOURCES:

- [Appendix E: Clean version of the requirements for certification with the updates.](#)
- [Appendix F: The current version of the requirements for certification with the recommended updates noted.](#)

Appendix

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Appendix A:

Mutual Recognition Agreement Between the National Council of Architectural Registration Boards and the Architects Registration Board

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

XX xx, 2022

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 RECIPROCITY

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

President

CEO

Witness

Witness

Witness

ARB

Chair

CEO

Witness

Witness

Witness

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)**

Month xx, 2022

Whereas NCARB and ARB have agreed to and signed a Mutual Recognition Agreement dated XX XX, 2022 (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.

APPENDIX II

MECHANISMS FOR MONITORING COMMITTEE
Established under the
MUTUAL RECOGNITION AGREEMENT
between the
NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS
(NCARB)
and the
ARCHITECTS REGISTRATION BOARD (ARB)

Month xx, 2022

Whereas NCARB and ARB have agreed to and signed a Mutual Recognition Agreement dated XX XX, 2022 (the “Agreement”), and hereby establish and maintain a Monitoring Committee as set forth in the Agreement (the “Committee”), the following terms of reference describe the role and administration of the Committee contemplated by the Agreement and shall govern the actions of the Committee. Capitalized terms used and not otherwise defined have the meanings given in the Agreement.

1. Monitoring Committee

- 1.1 The Committee is established to facilitate the implementation of this Agreement, to oversee administrative processes, and to monitor the performance of this Agreement, to ensure, insofar as it may, that any issues or disagreements arising hereunder are resolved promptly and in a manner consistent with this Agreement. The Parties to this Agreement acknowledge that NCARB will be responsible for providing the relevant information required to carry out the monitoring arrangements in respect of Participants.
- 1.2 The Committee will also monitor the Agreement’s processes in an effective and nondiscriminatory manner, and continue information exchange by whatever means are considered most appropriate, including regular communication and sharing of information, in compliance with all applicable data protection and/or privacy laws as set forth in Section 5 of the Agreement.
- 1.3 The Committee shall maintain regular contact and meet at least annually or as often as required in order to effectively perform its duties, assist in the resolution of disputes, and review the implementation and effectiveness of this Agreement.

2. Meetings

- 2.1 At Committee meetings a representative of the host party (“Host”) shall serve as Chair. Hosting shall be on a meeting-by-meeting alternating basis between NCARB and ARB.
- 2.2 Meeting locations and dates shall be proposed by the Host, subject to agreement by the other Party. Meetings may be hosted virtually, in a hybrid format, or in person as mutually acceptable to ARB and NCARB.
- 2.3 Subject to Section 3 below, the Host is responsible for reserving or securing hotel and meeting room arrangements, catering, dinner reservations, agenda, and post-Committee meeting minutes for its corresponding Committee meeting.

- 2.4 Any in-person Committee meetings and draft agenda require typically three-month's notice. Committee meetings that will be held via virtual means by which all participants can see and hear each other remotely typically require two months' notice.
- 2.5 Minutes must be prepared and distributed to all Committee members by the Host within two months following each Committee meeting.

3. Expenses

- 3.1 NCARB and ARB are responsible for paying for the travel, hotel, and miscellaneous expenses for its own attendees. The Host shall make rooming arrangements for each attendee to be individually charged to such individuals.
- 3.2 Lunches during the meeting day(s) are the responsibility of and will be paid for by the Host.
- 3.3 Dinners during the meeting day(s) will be paid for by the participants, proportionately.

4. Finances

- 4.1 There are no dues associated with membership or participation in the Committee.

SIGNATURES	
NCARB	ARB
_____ President	_____ Chair
_____ CEO	_____ CEO
_____ Witness	_____ Witness
_____ Witness	_____ Witness
_____ Witness	_____ Witness

APPENDIX III DATA SHARING PARTICULARS

Data subjects

The Protected Data concerns the following categories of data subjects:

- Individuals who have been certified/registered as architects:
 - in the UK by ARB; and
 - in the US by NCARB.

Purposes of the transfer(s)

- ARB is making the transfer to NCARB in order to allow NCARB to verify the accreditation of UK-registered architects that wish to work as architects in the United States.
- ARB may also transfer relevant data to NCARB in connection with specific queries that NCARB has during the course of a particular architect's time working as an architect in the United States (e.g. disciplinary issues).
- NCARB will transfer the Protected Data to ARB in order to allow ARB to verify the accreditation of USA-registered architects that wish to work as architects in the UK. NCARB may also transfer relevant data to ARB in connection with specific queries that ARB has during the course of a particular architect's time working as an architect in the UK (e.g. disciplinary issues).

Categories of data

The Protected Data includes the following categories of data:

- Full name;
- Address;
- Email address;
- Telephone number;
- ARB or NCARB Registration Number (as appropriate);
- Date on which individual was registered or re-registered as an architect;
- Qualifications held by the individual (to the extent that these fall within the scope of this Mutual Recognition Agreement);
- If requested, details of disciplinary procedures;
- Details if individual is no longer of good standing, including reasons.

Recipients

The Protected Data may be disclosed only to the following recipients or categories of recipients:

- Authorized employees of NCARB, Participants in this MRA (including State Boards), and/or ARB (as appropriate)

Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data:

- If ARB is required to inform NCARB of details of disciplinary procedures or reasons for which an individual is no longer of good standing, this may include some sensitive information (e.g. if these reasons include details of a criminal conviction or similar).

**APPENDIX IV
UK INTERNATIONAL DATA TRANSFER AGREEMENT**

Part 1: Tables

Table 1: Parties and signatures

Start date	<i>[To be dated the same date as the Mutual Recognition Agreement]</i>	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	<p>Full legal name: Architects Registration Board (“ARB”)</p> <p>Trading name (if different): N/A</p> <p>Main address (if a company registered address): 8 Weymouth Street, London, W1W 5BU, United Kingdom</p> <p>Official registration number (if any) (company number or similar identifier): N/A</p>	<p>Full legal name: The National Council of Architectural Registration Boards (“NCARB”)</p> <p>Trading name (if different): N/A</p> <p>Main address (if a company registered address): 1401 H Street NW, Suite 500, Washington, DC 20005, United States of America</p> <p>Official registration number (if any) (company number or similar identifier): N/A</p>
Key Contact	<p>Full Name (optional): Simon Howard</p> <p>Job Title: Director of Standards</p> <p>Contact details including email: simonh@arb.org.uk</p>	<p>Full Name (optional): Douglas Morgan</p> <p>Job Title: Vice President, Administration</p> <p>Contact details including email: dmorgan@ncarb.org</p>
Importer Data Subject Contact		<p>Job Title: Vice President, Administration</p> <p>Contact details including email: dmorgan@ncarb.org</p>
Signatures confirming each Party agrees to be bound by this IDTA	<p>Signed for and on behalf of the Exporter set out above</p> <p>Signed: <input type="text"/></p> <p>Date of signature: <input type="text"/></p> <p>Full name: <input type="text"/></p> <p>Job title: <input type="text"/></p>	<p>Signed for and on behalf of the Importer set out above</p> <p>Signed: <input type="text"/></p> <p>Date of signature: <input type="text"/></p> <p>Full name: <input type="text"/></p> <p>Job title: <input type="text"/></p>

Table 2: Transfer Details

<p>UK country’s law that governs the IDTA:</p>	<p><input checked="" type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland <input type="checkbox"/> Scotland</p>
<p>Primary place for legal claims to be made by the Parties</p>	<p><input checked="" type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland <input type="checkbox"/> Scotland</p>
<p>The status of the Exporter</p>	<p>In relation to the Processing of the Transferred Data: <input checked="" type="checkbox"/> Exporter is a Controller <input type="checkbox"/> Exporter is a Processor or Sub-Processor</p>
<p>The status of the Importer</p>	<p>In relation to the Processing of the Transferred Data: <input checked="" type="checkbox"/> Importer is a Controller <input type="checkbox"/> Importer is the Exporter’s Processor or Sub-Processor <input type="checkbox"/> Importer is not the Exporter’s Processor or Sub-Processor (and the Importer has been instructed by a Third Party Controller)</p>
<p>Whether UK GDPR applies to the Importer</p>	<p><input type="checkbox"/> UK GDPR applies to the Importer’s Processing of the Transferred Data <input checked="" type="checkbox"/> UK GDPR does not apply to the Importer’s Processing of the Transferred Data</p>
<p>Linked Agreement</p>	<p>If the Importer is the Exporter’s Processor or Sub-Processor – the agreement(s) between the Parties which sets out the Processor’s or Sub-Processor’s instructions for Processing the Transferred Data: Name of agreement: N/A Date of agreement: N/A Parties to the agreement: N/A Reference (if any): N/A</p> <p>Other agreements – any agreement(s) between the Parties which set out additional obligations in relation to the Transferred Data, such as a data sharing agreement or service agreement: Name of agreement: Mutual Recognition Agreement between the National Council of Architectural Registration Boards and the Architects Registration Board Date of agreement: [TBD] Parties to the agreement: Architects Registration Board (Data Exporter) and National Council of Architectural Registration Boards (Data Importer) Reference (if any): N/A</p>

	<p>If the Exporter is a Processor or Sub-Processor – the agreement(s) between the Exporter and the Party(s) which sets out the Exporter’s instructions for Processing the Transferred Data:</p> <p>Name of agreement: N/A</p> <p>Date of agreement: N/A</p> <p>Parties to the agreement: N/A</p> <p>Reference (if any): N/A</p>
Term	<p>The Importer may Process the Transferred Data for the following time period:</p> <p><input type="checkbox"/> the period for which the Linked Agreement is in force</p> <p><input type="checkbox"/> time period:</p> <p><input checked="" type="checkbox"/> (only if the Importer is a Controller or not the Exporter’s Processor or Sub-Processor) no longer than is necessary for the Purpose.</p>
Ending the IDTA before the end of the Term	<p><input checked="" type="checkbox"/> the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing.</p> <p><input type="checkbox"/> the Parties can end the IDTA before the end of the Term by serving: <input type="text"/> months’ written notice, as set out in Section 29 (How to end this IDTA without there being a breach).</p>
Ending the IDTA when the Approved IDTA changes	<p>Which Parties may end the IDTA as set out in Section 29.2:</p> <p><input type="checkbox"/> Importer</p> <p><input checked="" type="checkbox"/> Exporter</p> <p><input type="checkbox"/> neither Party</p>
Can the Importer make further transfers of the Transferred Data?	<p><input checked="" type="checkbox"/> The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data).</p> <p><input type="checkbox"/> The Importer MAY NOT transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data).</p>
Specific restrictions when the Importer may transfer on the Transferred Data	<p>The Importer MAY ONLY forward the Transferred Data in accordance with Section 16.1:</p> <p><input type="checkbox"/> if the Exporter tells it in writing that it may do so.</p> <p><input type="checkbox"/> to: <input type="text"/></p> <p><input type="checkbox"/> to the authorised receivers (or the categories of authorised receivers) set out in:</p> <p><input checked="" type="checkbox"/> there are no specific restrictions.</p>
Review Dates	<p><input type="checkbox"/> No review is needed as this is a one-off transfer and the Importer does not retain any Transferred Data</p>

	<p>First review date: <input type="text"/></p> <p>The Parties must review the Security Requirements at least once:</p> <p><input type="checkbox"/> each <input type="text"/> month(s)</p> <p><input type="checkbox"/> each quarter</p> <p><input type="checkbox"/> each 6 months</p> <p><input type="checkbox"/> each year</p> <p><input type="checkbox"/> each <input type="text"/> year(s)</p> <p><input checked="" type="checkbox"/> each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment</p>
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Table 3: Transferred Data

Transferred Data	<p>The personal data to be sent to the Importer under this IDTA consists of the personal data set out in Appendix III (Data Sharing Particulars) of the Mutual Recognition Agreement between the parties.</p> <p><input checked="" type="checkbox"/> The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to.</p> <p><input type="checkbox"/> The categories of Transferred Data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.</p>
Special Categories of Personal Data and criminal convictions and offences	<p>The Transferred Data includes data relating to:</p> <p><input type="checkbox"/> racial or ethnic origin</p> <p><input type="checkbox"/> political opinions</p> <p><input type="checkbox"/> religious or philosophical beliefs</p> <p><input type="checkbox"/> trade union membership</p> <p><input type="checkbox"/> genetic data</p> <p><input type="checkbox"/> biometric data for the purpose of uniquely identifying a natural person</p> <p><input type="checkbox"/> physical or mental health</p> <p><input type="checkbox"/> sex life or sexual orientation</p> <p><input checked="" type="checkbox"/> criminal convictions and offences, e.g. in the event that ARB is required to inform NCARB of details of disciplinary procedures or reasons for which an individual is no longer of good standing.</p> <p><input type="checkbox"/> none of the above</p> <p><input type="checkbox"/> set out in:</p> <p>And:</p> <p><input checked="" type="checkbox"/> The categories of special category and criminal records data will update automatically if the information is updated in the Linked Agreement referred to.</p> <p><input type="checkbox"/> The categories of special category and criminal records data will NOT update automatically if the information is updated in the Linked</p>

	Agreement referred to. The Parties must agree a change under Section 5.3.
Relevant Data Subjects	<p>The Data Subjects of the Transferred Data are: those set out in Appendix III (Data Sharing Particulars) of the Mutual Recognition Agreement between the parties.</p> <p><input checked="" type="checkbox"/> The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to.</p> <p><input type="checkbox"/> The categories of Data Subjects will not update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.</p>
Purpose	<p><input type="checkbox"/> The Importer may Process the Transferred Data for the following purposes:</p> <p><input checked="" type="checkbox"/> The Importer may Process the Transferred Data for the purposes set out in: Appendix III (Data Sharing Particulars) of the Mutual Recognition Agreement between the parties.</p> <p>In both cases, any other purposes which are compatible with the purposes set out above.</p> <p><input checked="" type="checkbox"/> The purposes will update automatically if the information is updated in the Linked Agreement referred to.</p> <p><input type="checkbox"/> The purposes will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.</p>

Table 4: Security Requirements

Security of Transmission	Data to be provided using Mimecast secure transfer portal
Security of Storage	NCARB enables encryption on main document storage.
Security of Processing	<p>NCARB has in place access control policies and multi-factor authentication. NCARB to maintain firewalls – both physical and virtual – to inspect all HTTP/HTTPS traffic.</p> <p>NCARB’s systems have anti-virus protection, and it will continue to routinely perform security patches and software updates, as well as scan for malware.</p>
Organisational security measures	NCARB maintains an Information Security Policy which is updated following periodic audits. The Policy can be made available upon request.
Technical security minimum requirements	<p>NCARB meets/exceeds the following minimum requirements:</p> <ol style="list-style-type: none"> TLS-1-2-2017-01 in transit AES-256 at rest

Updates to the Security Requirements	<input checked="" type="checkbox"/> The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to. <input type="checkbox"/> The Security Requirements will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.
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Part 2: Extra Protection Clauses

Extra Protection Clauses:	Following a transfer risk assessment conducted by ARB (with input from NCARB where appropriate), the parties have determined that the transfer of personal data in this instance is low risk and can therefore be carried out without any supplementary measures.
(i) Extra technical security protections	N/A
(ii) Extra organisational protections	N/A
(iii) Extra contractual protections	N/A

Part 3: Commercial Clauses

Commercial Clauses	Set out in the Mutual Recognition Agreement between the parties.
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Part 4: Mandatory Clauses

Information that helps you to understand this IDTA

1. **This IDTA and Linked Agreements**
 - 1.1 Each Party agrees to be bound by the terms and conditions set out in the IDTA, in exchange for the other Party also agreeing to be bound by the IDTA.
 - 1.2 This IDTA is made up of:
 - 1.2.1 Part one: Tables;
 - 1.2.2 Part two: Extra Protection Clauses;
 - 1.2.3 Part three: Commercial Clauses; and
 - 1.2.4 Part four: Mandatory Clauses.
 - 1.3 The IDTA starts on the Start Date and ends as set out in Sections 29 or 30.

- 1.4 If the Importer is a Processor or Sub-Processor instructed by the Exporter: the Exporter must ensure that, on or before the Start Date and during the Term, there is a Linked Agreement which is enforceable between the Parties and which complies with Article 28 UK GDPR (and which they will ensure continues to comply with Article 28 UK GDPR).
- 1.5 References to the Linked Agreement or to the Commercial Clauses are to that Linked Agreement or to those Commercial Clauses only in so far as they are consistent with the Mandatory Clauses.
2. **Legal Meaning of Words**
 - 2.1 If a word starts with a capital letter it has the specific meaning set out in the Legal Glossary in Section 36.
 - 2.2 To make it easier to read and understand, this IDTA contains headings and guidance notes. Those are not part of the binding contract which forms the IDTA.
3. **You have provided all the information required**
 - 3.1 The Parties must ensure that the information contained in Part one: Tables is correct and complete at the Start Date and during the Term.
 - 3.2 In Table 2: Transfer Details, if the selection that the Parties are Controllers, Processors or Sub-Processors is wrong (either as a matter of fact or as a result of applying the UK Data Protection Laws) then:
 - 3.2.1 the terms and conditions of the Approved IDTA which apply to the correct option which was not selected will apply; and
 - 3.2.2 the Parties and any Relevant Data Subjects are entitled to enforce the terms and conditions of the Approved IDTA which apply to that correct option.
 - 3.3 In Table 2: Transfer Details, if the selection that the UK GDPR applies is wrong (either as a matter of fact or as a result of applying the UK Data Protection Laws), then the terms and conditions of the IDTA will still apply to the greatest extent possible.
4. **How to sign the IDTA**
 - 4.1 The Parties may choose to each sign (or execute):
 - 4.1.1 the same copy of this IDTA;
 - 4.1.2 two copies of the IDTA. In that case, each identical copy is still an original of this IDTA, and together all those copies form one agreement;
 - 4.1.3 a separate, identical copy of the IDTA. In that case, each identical copy is still an original of this IDTA, and together all those copies form one agreement,unless signing (or executing) in this way would mean that the IDTA would not be binding on the Parties under Local Laws.
5. **Changing this IDTA**
 - 5.1 Each Party must not change the Mandatory Clauses as set out in the Approved IDTA, except only:
 - 5.1.1 to ensure correct cross-referencing: cross-references to Part one: Tables (or any Table), Part two: Extra Protections, and/or Part three: Commercial Clauses can be changed where the Parties have set out the information in a different format, so that the cross-reference is to the correct location of the same information, or where clauses have been removed as they do not apply, as set out below;

- 5.1.2 to remove those Sections which are expressly stated not to apply to the selections made by the Parties in Table 2: Transfer Details, that the Parties are Controllers, Processors or Sub-Processors and/or that the Importer is subject to, or not subject to, the UK GDPR. The Exporter and Importer understand and acknowledge that any removed Sections may still apply and form a part of this IDTA if they have been removed incorrectly, including because the wrong selection is made in Table 2: Transfer Details;
- 5.1.3 so the IDTA operates as a multi-party agreement if there are more than two Parties to the IDTA. This may include nominating a lead Party or lead Parties which can make decisions on behalf of some or all of the other Parties which relate to this IDTA (including reviewing Table 4: Security Requirements and Part two: Extra Protection Clauses, and making updates to Part one: Tables (or any Table), Part two: Extra Protection Clauses, and/or Part three: Commercial Clauses); and/or
- 5.1.4 to update the IDTA to set out in writing any changes made to the Approved IDTA under Section 5.4, if the Parties want to. The changes will apply automatically without updating them as described in Section 5.4;

provided that the changes do not reduce the Appropriate Safeguards.

- 5.2 If the Parties wish to change the format of the information included in Part one: Tables, Part two: Extra Protection Clauses or Part three: Commercial Clauses of the Approved IDTA, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
- 5.3 If the Parties wish to change the information included in Part one: Tables, Part two: Extra Protection Clauses or Part three: Commercial Clauses of this IDTA (or the equivalent information), they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
- 5.4 From time to time, the ICO may publish a revised Approved IDTA which:
 - 5.4.1 makes reasonable and proportionate changes to the Approved IDTA, including correcting errors in the Approved IDTA; and/or
 - 5.4.2 reflects changes to UK Data Protection Laws.

The revised Approved IDTA will specify the start date from which the changes to the Approved IDTA are effective and whether an additional Review Date is required as a result of the changes. This IDTA is automatically amended as set out in the revised Approved IDTA from the start date specified.

6. Understanding this IDTA

- 6.1 This IDTA must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
- 6.2 If there is any inconsistency or conflict between UK Data Protection Laws and this IDTA, the UK Data Protection Laws apply.
- 6.3 If the meaning of the IDTA is unclear or there is more than one meaning, the meaning which most closely aligns with the UK Data Protection Laws applies.
- 6.4 Nothing in the IDTA (including the Commercial Clauses or the Linked Agreement) limits or excludes either Party's liability to Relevant Data Subjects or to the ICO under this IDTA or under UK Data Protection Laws.

- 6.5 If any wording in Parts one, two or three contradicts the Mandatory Clauses, and/or seeks to limit or exclude any liability to Relevant Data Subjects or to the ICO, then that wording will not apply.
- 6.6 The Parties may include provisions in the Linked Agreement which provide the Parties with enhanced rights otherwise covered by this IDTA. These enhanced rights may be subject to commercial terms, including payment, under the Linked Agreement, but this will not affect the rights granted under this IDTA.
- 6.7 If there is any inconsistency or conflict between this IDTA and a Linked Agreement or any other agreement, this IDTA overrides that Linked Agreement or any other agreements, even if those agreements have been negotiated by the Parties. The exceptions to this are where (and in so far as):
 - 6.7.1 the inconsistent or conflicting terms of the Linked Agreement or other agreement provide greater protection for the Relevant Data Subject's rights, in which case those terms will override the IDTA; and
 - 6.7.2 a Party acts as Processor and the inconsistent or conflicting terms of the Linked Agreement are obligations on that Party expressly required by Article 28 UK GDPR, in which case those terms will override the inconsistent or conflicting terms of the IDTA in relation to Processing by that Party as Processor.
- 6.8 The words "include", "includes", "including", "in particular" are used to set out examples and not to set out a finite list.
- 6.9 References to:
 - 6.9.1 singular or plural words or people, also includes the plural or singular of those words or people;
 - 6.9.2 legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this IDTA has been signed; and
 - 6.9.3 any obligation not to do something, includes an obligation not to allow or cause that thing to be done by anyone else.

7. Which laws apply to this IDTA

- 7.1 This IDTA is governed by the laws of the UK country set out in Table 2: Transfer Details. If no selection has been made, it is the laws of England and Wales. This does not apply to Section 35 which is always governed by the laws of England and Wales.

How this IDTA provides Appropriate Safeguards

8. The Appropriate Safeguards

- 8.1 The purpose of this IDTA is to ensure that the Transferred Data has Appropriate Safeguards when Processed by the Importer during the Term. This standard is met when and for so long as:
 - 8.1.1 both Parties comply with the IDTA, including the Security Requirements and any Extra Protection Clauses; and
 - 8.1.2 the Security Requirements and any Extra Protection Clauses provide a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach, including considering any Special Category Data within the Transferred Data.

- 8.2 The Exporter must:
 - 8.2.1 ensure and demonstrate that this IDTA (including any Security Requirements and Extra Protection Clauses) provides Appropriate Safeguards; and
 - 8.2.2 (if the Importer reasonably requests) provide it with a copy of any TRA.
- 8.3 The Importer must:
 - 8.3.1 before receiving any Transferred Data, provide the Exporter with all relevant information regarding Local Laws and practices and the protections and risks which apply to the Transferred Data when it is Processed by the Importer, including any information which may reasonably be required for the Exporter to carry out any TRA (the "Importer Information");
 - 8.3.2 co-operate with the Exporter to ensure compliance with the Exporter's obligations under the UK Data Protection Laws;
 - 8.3.3 review whether any Importer Information has changed, and whether any Local Laws contradict its obligations in this IDTA and take reasonable steps to verify this, on a regular basis. These reviews must be at least as frequent as the Review Dates; and
 - 8.3.4 inform the Exporter as soon as it becomes aware of any Importer Information changing, and/or any Local Laws which may prevent or limit the Importer complying with its obligations in this IDTA. This information then forms part of the Importer Information.
- 8.4 The Importer must ensure that at the Start Date and during the Term:
 - 8.4.1 the Importer Information is accurate;
 - 8.4.2 it has taken reasonable steps to verify whether there are any Local Laws which contradict its obligations in this IDTA or any additional information regarding Local Laws which may be relevant to this IDTA.
- 8.5 Each Party must ensure that the Security Requirements and Extra Protection Clauses provide a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach.
- 9. Reviews to ensure the Appropriate Safeguards continue**
- 9.1 Each Party must:
 - 9.1.1 review this IDTA (including the Security Requirements and Extra Protection Clauses and the Importer Information) at regular intervals, to ensure that the IDTA remains accurate and up to date and continues to provide the Appropriate Safeguards. Each Party will carry out these reviews as frequently as the relevant Review Dates or sooner; and
 - 9.1.2 inform the other party in writing as soon as it becomes aware if any information contained in either this IDTA, any TRA or Importer Information is no longer accurate and up to date.
- 9.2 If, at any time, the IDTA no longer provides Appropriate Safeguards the Parties must Without Undue Delay:
 - 9.2.1 pause transfers and Processing of Transferred Data whilst a change to the Tables is agreed. The Importer may retain a copy of the Transferred Data during this pause, in which case the Importer must carry out any Processing required to maintain, so far as possible, the measures it was taking to achieve the Appropriate Safeguards prior to

the time the IDTA no longer provided Appropriate Safeguards, but no other Processing;

- 9.2.2 agree a change to Part one: Tables or Part two: Extra Protection Clauses which will maintain the Appropriate Safeguards (in accordance with Section 5); and
- 9.2.3 where a change to Part one: Tables or Part two: Extra Protection Clauses which maintains the Appropriate Safeguards cannot be agreed, the Exporter must end this IDTA by written notice on the Importer.

10. The ICO

- 10.1 Each Party agrees to comply with any reasonable requests made by the ICO in relation to this IDTA or its Processing of the Transferred Data.
- 10.2 The Exporter will provide a copy of any TRA, the Importer Information and this IDTA to the ICO, if the ICO requests.
- 10.3 The Importer will provide a copy of any Importer Information and this IDTA to the ICO, if the ICO requests.

The Exporter

11. Exporter's obligations

- 11.1 The Exporter agrees that UK Data Protection Laws apply to its Processing of the Transferred Data, including transferring it to the Importer.
- 11.2 The Exporter must:
 - 11.2.1 comply with the UK Data Protection Laws in transferring the Transferred Data to the Importer;
 - 11.2.2 comply with the Linked Agreement as it relates to its transferring the Transferred Data to the Importer; and
 - 11.2.3 carry out reasonable checks on the Importer's ability to comply with this IDTA, and take appropriate action including under Section 9.2, Section 29 or Section 30, if at any time it no longer considers that the Importer is able to comply with this IDTA or to provide Appropriate Safeguards.
- 11.3 The Exporter must comply with all its obligations in the IDTA, including any in the Security Requirements, and any Extra Protection Clauses and any Commercial Clauses.
- 11.4 The Exporter must co-operate with reasonable requests of the Importer to pass on notices or other information to and from Relevant Data Subjects or any Third Party Controller where it is not reasonably practical for the Importer to do so. The Exporter may pass these on via a third party if it is reasonable to do so.
- 11.5 The Exporter must co-operate with and provide reasonable assistance to the Importer, so that the Importer is able to comply with its obligations to the Relevant Data Subjects under Local Law and this IDTA.

The Importer

12. General Importer obligations

- 12.1 The Importer must:
 - 12.1.1 only Process the Transferred Data for the Purpose;

- 12.1.2 comply with all its obligations in the IDTA, including in the Security Requirements, any Extra Protection Clauses and any Commercial Clauses;
 - 12.1.3 comply with all its obligations in the Linked Agreement which relate to its Processing of the Transferred Data;
 - 12.1.4 keep a written record of its Processing of the Transferred Data, which demonstrate its compliance with this IDTA, and provide this written record if asked to do so by the Exporter;
 - 12.1.5 if the Linked Agreement includes rights for the Exporter to obtain information or carry out an audit, provide the Exporter with the same rights in relation to this IDTA; and
 - 12.1.6 if the ICO requests, provide the ICO with the information it would be required on request to provide to the Exporter under this Section 12.1 (including the written record of its Processing, and the results of audits and inspections).
- 12.2 The Importer must co-operate with and provide reasonable assistance to the Exporter and any Third Party Controller, so that the Exporter and any Third Party Controller are able to comply with their obligations under UK Data Protection Laws and this IDTA.

13. Importer's obligations if it is subject to the UK Data Protection Laws

- 13.1 If the Importer's Processing of the Transferred Data is subject to UK Data Protection Laws, it agrees that:
- 13.1.1 UK Data Protection Laws apply to its Processing of the Transferred Data, and the ICO has jurisdiction over it in that respect; and
 - 13.1.2 it has and will comply with the UK Data Protection Laws in relation to the Processing of the Transferred Data.
- 13.2 If Section 13.1 applies and the Importer complies with Section 13.1, it does not need to comply with:
- Section 14 (Importer's obligations to comply with key data protection principles);
 - Section 15 (What happens if there is an Importer Personal Data Breach);
 - Section 15 (How Relevant Data Subjects can exercise their data subject rights); and
 - Section 21 (How Relevant Data Subjects can exercise their data subject rights – if the Importer is the Exporter's Processor or Sub-Processor).

14. Importer's obligations to comply with key data protection principles

- 14.1 The Importer does not need to comply with this Section 14 if it is the Exporter's Processor or Sub-Processor.
- 14.2 The Importer must:
- 14.2.1 ensure that the Transferred Data it Processes is adequate, relevant and limited to what is necessary for the Purpose;
 - 14.2.2 ensure that the Transferred Data it Processes is accurate and (where necessary) kept up to date, and (where appropriate considering the Purposes) correct or delete any inaccurate Transferred Data it becomes aware of Without Undue Delay; and
 - 14.2.3 ensure that it Processes the Transferred Data for no longer than is reasonably necessary for the Purpose.

15. What happens if there is an Importer Personal Data Breach

- 15.1 If there is an Importer Personal Data Breach, the Importer must:

- 15.1.1 take reasonable steps to fix it, including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again. If the Importer is the Exporter's Processor or Sub-Processor: these steps must comply with the Exporter's instructions and the Linked Agreement and be in co-operation with the Exporter and any Third Party Controller; and
 - 15.1.2 ensure that the Security Requirements continue to provide (or are changed in accordance with this IDTA so they do provide) a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach.
- 15.2 If the Importer is a Processor or Sub-Processor: if there is an Importer Personal Data Breach, the Importer must:
- 15.2.1 notify the Exporter Without Undue Delay after becoming aware of the breach, providing the following information:
 - 15.2.1.1 a description of the nature of the Importer Personal Data Breach;
 - 15.2.1.2 (if and when possible) the categories and approximate number of Data Subjects and Transferred Data records concerned;
 - 15.2.1.3 likely consequences of the Importer Personal Data Breach;
 - 15.2.1.4 steps taken (or proposed to be taken) to fix the Importer Personal Data Breach (including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again) and to ensure that Appropriate Safeguards are in place;
 - 15.2.1.5 contact point for more information; and
 - 15.2.1.6 any other information reasonably requested by the Exporter,
 - 15.2.2 if it is not possible for the Importer to provide all the above information at the same time, it may do so in phases, Without Undue Delay; and
 - 15.2.3 assist the Exporter (and any Third Party Controller) so the Exporter (or any Third Party Controller) can inform Relevant Data Subjects or the ICO or any other relevant regulator or authority about the Importer Personal Data Breach Without Undue Delay.
- 15.3 If the Importer is a Controller: if the Importer Personal Data Breach is likely to result in a risk to the rights or freedoms of any Relevant Data Subject the Importer must notify the Exporter Without Undue Delay after becoming aware of the breach, providing the following information:
- 15.3.1 a description of the nature of the Importer Personal Data Breach;
 - 15.3.2 (if and when possible) the categories and approximate number of Data Subjects and Transferred Data records concerned;
 - 15.3.3 likely consequences of the Importer Personal Data Breach;
 - 15.3.4 steps taken (or proposed to be taken) to fix the Importer Personal Data Breach (including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again) and to ensure that Appropriate Safeguards are in place;
 - 15.3.5 contact point for more information; and
 - 15.3.6 any other information reasonably requested by the Exporter.

If it is not possible for the Importer to provide all the above information at the same time, it may do so in phases, Without Undue Delay.

- 15.4 If the Importer is a Controller: if the Importer Personal Data Breach is likely to result in a high risk to the rights or freedoms of any Relevant Data Subject, the Importer must inform those Relevant Data Subjects Without Undue Delay, except in so far as it requires disproportionate effort, and provided the Importer ensures that there is a public communication or similar measures whereby Relevant Data Subjects are informed in an equally effective manner.
- 15.5 The Importer must keep a written record of all relevant facts relating to the Importer Personal Data Breach, which it will provide to the Exporter and the ICO on request.

This record must include the steps it takes to fix the Importer Personal Data Breach (including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again) and to ensure that Security Requirements continue to provide a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach.

16. Transferring on the Transferred Data

- 16.1 The Importer may only transfer on the Transferred Data to a third party if it is permitted to do so in Table 2: Transfer Details Table, the transfer is for the Purpose, the transfer does not breach the Linked Agreement, and one or more of the following apply:
- 16.1.1 the third party has entered into a written contract with the Importer containing the same level of protection for Data Subjects as contained in this IDTA (based on the role of the recipient as controller or processor), and the Importer has conducted a risk assessment to ensure that the Appropriate Safeguards will be protected by that contract; or
 - 16.1.2 the third party has been added to this IDTA as a Party; or
 - 16.1.3 if the Importer was in the UK, transferring on the Transferred Data would comply with Article 46 UK GDPR; or
 - 16.1.4 if the Importer was in the UK transferring on the Transferred Data would comply with one of the exceptions in Article 49 UK GDPR; or
 - 16.1.5 the transfer is to the UK or an Adequate Country.

- 16.2 The Importer does not need to comply with Section 16.1 if it is transferring on Transferred Data and/or allowing access to the Transferred Data in accordance with Section 23 (Access Requests and Direct Access).

17. Importer's responsibility if it authorises others to perform its obligations

- 17.1 The Importer may sub-contract its obligations in this IDTA to a Processor or Sub-Processor (provided it complies with Section 16).
- 17.2 If the Importer is the Exporter's Processor or Sub-Processor: it must also comply with the Linked Agreement or be with the written consent of the Exporter.
- 17.3 The Importer must ensure that any person or third party acting under its authority, including a Processor or Sub-Processor, must only Process the Transferred Data on its instructions.
- 17.4 The Importer remains fully liable to the Exporter, the ICO and Relevant Data Subjects for its obligations under this IDTA where it has sub-contracted any obligations to its Processors and Sub-Processors, or authorised an employee or other person to perform them (and references to the Importer in this context will include references to its Processors, Sub-Processors or authorised persons).

What rights do individuals have?

18. The right to a copy of the IDTA

- 18.1 If a Party receives a request from a Relevant Data Subject for a copy of this IDTA:
- 18.1.1 it will provide the IDTA to the Relevant Data Subject and inform the other Party, as soon as reasonably possible;
 - 18.1.2 it does not need to provide copies of the Linked Agreement, but it must provide all the information from those Linked Agreements referenced in the Tables;
 - 18.1.3 it may redact information in the Tables or the information provided from the Linked Agreement if it is reasonably necessary to protect business secrets or confidential information, so long as it provides the Relevant Data Subject with a summary of those redactions so that the Relevant Data Subject can understand the content of the Tables or the information provided from the Linked Agreement.

19. The right to Information about the Importer and its Processing

19.1 The Importer does not need to comply with this Section 19 if it is the Exporter's Processor or Sub-Processor.

19.2 The Importer must ensure that each Relevant Data Subject is provided with details of:

- the Importer (including contact details and the Importer Data Subject Contact);
- the Purposes; and
- any recipients (or categories of recipients) of the Transferred Data;

The Importer can demonstrate it has complied with this Section 19.2 if the information is given (or has already been given) to the Relevant Data Subjects by the Exporter or another party.

The Importer does not need to comply with this Section 19.2 in so far as to do so would be impossible or involve a disproportionate effort, in which case, the Importer must make the information publicly available.

19.3 The Importer must keep the details of the Importer Data Subject Contact up to date and publicly available. This includes notifying the Exporter in writing of any such changes.

19.4 The Importer must make sure those contact details are always easy to access for all Relevant Data Subjects and be able to easily communicate with Data Subjects in the English language Without Undue Delay.

20. How Relevant Data Subjects can exercise their data subject rights

20.1 The Importer does not need to comply with this Section 20 if it is the Exporter's Processor or Sub-Processor.

20.2 If an individual requests, the Importer must confirm whether it is Processing their Personal Data as part of the Transferred Data.

20.3 The following Sections of this Section 20, relate to a Relevant Data Subject's Personal Data which forms part of the Transferred Data the Importer is Processing.

20.4 If the Relevant Data Subject requests, the Importer must provide them with a copy of their Transferred Data:

- 20.4.1 Without Undue Delay (and in any event within one month);

- 20.4.2 at no greater cost to the Relevant Data Subject than it would be able to charge if it were subject to the UK Data Protection Laws;
 - 20.4.3 in clear and plain English that is easy to understand; and
 - 20.4.4 in an easily accessible form
- together with
- 20.4.5 (if needed) a clear and plain English explanation of the Transferred Data so that it is understandable to the Relevant Data Subject; and
 - 20.4.6 information that the Relevant Data Subject has the right to bring a claim for compensation under this IDTA.
- 20.5 If a Relevant Data Subject requests, the Importer must:
- 20.5.1 rectify inaccurate or incomplete Transferred Data;
 - 20.5.2 erase Transferred Data if it is being Processed in breach of this IDTA;
 - 20.5.3 cease using it for direct marketing purposes; and
 - 20.5.4 comply with any other reasonable request of the Relevant Data Subject, which the Importer would be required to comply with if it were subject to the UK Data Protection Laws.
- 20.6 The Importer must not use the Transferred Data to make decisions about the Relevant Data Subject based solely on automated processing, including profiling (the “Decision-Making”), which produce legal effects concerning the Relevant Data Subject or similarly significantly affects them, except if it is permitted by Local Law and:
- 20.6.1 the Relevant Data Subject has given their explicit consent to such Decision-Making; or
 - 20.6.2 Local Law has safeguards which provide sufficiently similar protection for the Relevant Data Subjects in relation to such Decision-Making, as to the relevant protection the Relevant Data Subject would have if such Decision-Making was in the UK; or
 - 20.6.3 the Extra Protection Clauses provide safeguards for the Decision-Making which provide sufficiently similar protection for the Relevant Data Subjects in relation to such Decision-Making, as to the relevant protection the Relevant Data Subject would have if such Decision-Making was in the UK.
- 21. How Relevant Data Subjects can exercise their data subject rights– if the Importer is the Exporter’s Processor or Sub-Processor**
- 21.1 Where the Importer is the Exporter’s Processor or Sub-Processor: If the Importer receives a request directly from an individual which relates to the Transferred Data it must pass that request on to the Exporter Without Undue Delay. The Importer must only respond to that individual as authorised by the Exporter or any Third Party Controller.
- 22. Rights of Relevant Data Subjects are subject to the exemptions in the UK Data Protection Laws**
- 22.1 The Importer is not required to respond to requests or provide information or notifications under Sections 18, 19, 20, 21 and 23 if:
- 22.1.1 it is unable to reasonably verify the identity of an individual making the request; or

- 22.1.2 the requests are manifestly unfounded or excessive, including where requests are repetitive. In that case the Importer may refuse the request or may charge the Relevant Data Subject a reasonable fee; or
- 22.1.3 a relevant exemption would be available under UK Data Protection Laws, were the Importer subject to the UK Data Protection Laws.

If the Importer refuses an individual's request or charges a fee under Section 22.1.2 it will set out in writing the reasons for its refusal or charge, and inform the Relevant Data Subject that they are entitled to bring a claim for compensation under this IDTA in the case of any breach of this IDTA.

How to give third parties access to Transferred Data under Local Laws

23. Access requests and direct access

- 23.1 In this Section 23 an "Access Request" is a legally binding request (except for requests only binding by contract law) to access any Transferred Data and "Direct Access" means direct access to any Transferred Data by public authorities of which the Importer is aware.
- 23.2 The Importer may disclose any requested Transferred Data in so far as it receives an Access Request, unless in the circumstances it is reasonable for it to challenge that Access Request on the basis there are significant grounds to believe that it is unlawful.
- 23.3 In so far as Local Laws allow and it is reasonable to do so, the Importer will Without Undue Delay provide the following with relevant information about any Access Request or Direct Access: the Exporter; any Third Party Controller; and where the Importer is a Controller, any Relevant Data Subjects.
- 23.4 In so far as Local Laws allow, the Importer must:
 - 23.4.1 make and keep a written record of Access Requests and Direct Access, including (if known): the dates, the identity of the requestor/accessor, the purpose of the Access Request or Direct Access, the type of data requested or accessed, whether it was challenged or appealed, and the outcome; and the Transferred Data which was provided or accessed; and
 - 23.4.2 provide a copy of this written record to the Exporter on each Review Date and any time the Exporter or the ICO reasonably requests.

24. Giving notice

- 24.1 If a Party is required to notify any other Party in this IDTA it will be marked for the attention of the relevant Key Contact and sent by e-mail to the e-mail address given for the Key Contact.
- 24.2 If the notice is sent in accordance with Section 24.1, it will be deemed to have been delivered at the time the e-mail was sent, or if that time is outside of the receiving Party's normal business hours, the receiving Party's next normal business day, and provided no notice of non-delivery or bounceback is received.
- 24.3 The Parties agree that any Party can update their Key Contact details by giving 14 days' (or more) notice in writing to the other Party.

25. General clauses

- 25.1 In relation to the transfer of the Transferred Data to the Importer and the Importer's Processing of the Transferred Data, this IDTA and any Linked Agreement:
 - 25.1.1 contain all the terms and conditions agreed by the Parties; and

- 25.1.2 override all previous contacts and arrangements, whether oral or in writing.
- 25.2 If one Party made any oral or written statements to the other before entering into this IDTA (which are not written in this IDTA) the other Party confirms that it has not relied on those statements and that it will not have a legal remedy if those statements are untrue or incorrect, unless the statement was made fraudulently.
- 25.3 Neither Party may novate, assign or obtain a legal charge over this IDTA (in whole or in part) without the written consent of the other Party, which may be set out in the Linked Agreement.
- 25.4 Except as set out in Section 17.1, neither Party may sub contract its obligations under this IDTA without the written consent of the other Party, which may be set out in the Linked Agreement.
- 25.5 This IDTA does not make the Parties a partnership, nor appoint one Party to act as the agent of the other Party.
- 25.6 If any Section (or part of a Section) of this IDTA is or becomes illegal, invalid or unenforceable, that will not affect the legality, validity and enforceability of any other Section (or the rest of that Section) of this IDTA.
- 25.7 If a Party does not enforce, or delays enforcing, its rights or remedies under or in relation to this IDTA, this will not be a waiver of those rights or remedies. In addition, it will not restrict that Party's ability to enforce those or any other right or remedy in future.
- 25.8 If a Party chooses to waive enforcing a right or remedy under or in relation to this IDTA, then this waiver will only be effective if it is made in writing. Where a Party provides such a written waiver:
 - 25.8.1 it only applies in so far as it explicitly waives specific rights or remedies;
 - 25.8.2 it shall not prevent that Party from exercising those rights or remedies in the future (unless it has explicitly waived its ability to do so); and
 - 25.8.3 it will not prevent that Party from enforcing any other right or remedy in future.

What happens if there is a breach of this IDTA?

26. Breaches of this IDTA

- 26.1 Each Party must notify the other Party in writing (and with all relevant details) if it:
 - 26.1.1 has breached this IDTA; or
 - 26.1.2 it should reasonably anticipate that it may breach this IDTA, and provide any information about this which the other Party reasonably requests.
- 26.2 In this IDTA "Significant Harmful Impact" means that there is more than a minimal risk of a breach of the IDTA causing (directly or indirectly) significant damage to any Relevant Data Subject or the other Party.

27. Breaches of this IDTA by the Importer

- 27.1 If the Importer has breached this IDTA, and this has a Significant Harmful Impact, the Importer must take steps Without Undue Delay to end the Significant Harmful Impact, and if that is not possible to reduce the Significant Harmful Impact as much as possible.
- 27.2 Until there is no ongoing Significant Harmful Impact on Relevant Data Subjects:
 - 27.2.1 the Exporter must suspend sending Transferred Data to the Importer;

- 27.2.2 If the Importer is the Exporter's Processor or Sub-Processor: if the Exporter requests, the importer must securely delete all Transferred Data or securely return it to the Exporter (or a third party named by the Exporter); and
- 27.2.3 if the Importer has transferred on the Transferred Data to a third party receiver under Section 16, and the breach has a Significant Harmful Impact on Relevant Data Subject when it is Processed by or on behalf of that third party receiver, the Importer must:
 - 27.2.3.1 notify the third party receiver of the breach and suspend sending it Transferred Data; and
 - 27.2.3.2 if the third party receiver is the Importer's Processor or Sub-Processor: make the third party receiver securely delete all Transferred Data being Processed by it or on its behalf, or securely return it to the Importer (or a third party named by the Importer).
- 27.3 If the breach cannot be corrected Without Undue Delay, so there is no ongoing Significant Harmful Impact on Relevant Data Subjects, the Exporter must end this IDTA under Section 30.1.

28. Breaches of this IDTA by the Exporter

- 28.1 If the Exporter has breached this IDTA, and this has a Significant Harmful Impact, the Exporter must take steps Without Undue Delay to end the Significant Harmful Impact and if that is not possible to reduce the Significant Harmful Impact as much as possible.
- 28.2 Until there is no ongoing risk of a Significant Harmful Impact on Relevant Data Subjects, the Exporter must suspend sending Transferred Data to the Importer.
- 28.3 If the breach cannot be corrected Without Undue Delay, so there is no ongoing Significant Harmful Impact on Relevant Data Subjects, the Importer must end this IDTA under Section 30.1.

Ending the IDTA

29. How to end this IDTA without there being a breach

- 29.1 The IDTA will end:
 - 29.1.1 at the end of the Term stated in Table 2: Transfer Details; or
 - 29.1.2 if in Table 2: Transfer Details, the Parties can end this IDTA by providing written notice to the other: at the end of the notice period stated;
 - 29.1.3 at any time that the Parties agree in writing that it will end; or
 - 29.1.4 at the time set out in Section 29.2.
- 29.2 If the ICO issues a revised Approved IDTA under Section 5.4, if any Party selected in Table 2 "Ending the IDTA when the Approved IDTA changes", will as a direct result of the changes in the Approved IDTA have a substantial, disproportionate and demonstrable increase in:
 - 29.2.1 its direct costs of performing its obligations under the IDTA; and/or
 - 29.2.2 its risk under the IDTA,and in either case it has first taken reasonable steps to reduce that cost or risk so that it is not substantial and disproportionate, that Party may end the IDTA at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved IDTA.

30. How to end this IDTA if there is a breach

30.1 A Party may end this IDTA immediately by giving the other Party written notice if:

30.1.1 the other Party has breached this IDTA and this has a Significant Harmful Impact. This includes repeated minor breaches which taken together have a Significant Harmful Impact, and

30.1.1.1 the breach can be corrected so there is no Significant Harmful Impact, and the other Party has failed to do so Without Undue Delay (which cannot be more than 14 days of being required to do so in writing); or

30.1.1.2 the breach and its Significant Harmful Impact cannot be corrected;

30.1.2 the Importer can no longer comply with Section 8.3, as there are Local Laws which mean it cannot comply with this IDTA and this has a Significant Harmful Impact.

31. What must the Parties do when the IDTA ends?

31.1 If the parties wish to bring this IDTA to an end or this IDTA ends in accordance with any provision in this IDTA, but the Importer must comply with a Local Law which requires it to continue to keep any Transferred Data then this IDTA will remain in force in respect of any retained Transferred Data for as long as the retained Transferred Data is retained, and the Importer must:

31.1.1 notify the Exporter Without Undue Delay, including details of the relevant Local Law and the required retention period;

31.1.2 retain only the minimum amount of Transferred Data it needs to comply with that Local Law, and the Parties must ensure they maintain the Appropriate Safeguards, and change the Tables and Extra Protection Clauses, together with any TRA to reflect this; and

31.1.3 stop Processing the Transferred Data as soon as permitted by that Local Law and the IDTA will then end and the rest of this Section 29 will apply.

31.2 When this IDTA ends (no matter what the reason is):

31.2.1 the Exporter must stop sending Transferred Data to the Importer; and

31.2.2 if the Importer is the Exporter's Processor or Sub-Processor: the Importer must delete all Transferred Data or securely return it to the Exporter (or a third party named by the Exporter), as instructed by the Exporter;

31.2.3 if the Importer is a Controller and/or not the Exporter's Processor or Sub-Processor: the Importer must securely delete all Transferred Data.

31.2.4 the following provisions will continue in force after this IDTA ends (no matter what the reason is):

- **Section 1** (This IDTA and Linked Agreements);
- **Section 2** (Legal Meaning of Words);
- **Section 6** (Understanding this IDTA);
- **Section 7** (Which laws apply to this IDTA);
- **Section 10** (The ICO);
- **Sections 11.1 and 11.4** (Exporter's obligations);

- **Sections 12.1.2, 12.1.3, 12.1.4, 12.1.5 and 12.1.6** (General Importer obligations);
- **Section 13.1** (Importer's obligations if it is subject to UK Data Protection Laws);
- **Section 17** (Importer's responsibility if it authorised others to perform its obligations);
- **Section 24** (Giving notice);
- **Section 25** (General clauses);
- **Section 31** (What must the Parties do when the IDTA ends);
- **Section 32** (Your liability);
- **Section 33** (How Relevant Data Subjects and the ICO may bring legal claims);
- **Section 34** (Courts legal claims can be brought in);
- **Section 35** (Arbitration); and
- **Section 36** (Legal Glossary).

How to bring a legal claim under this IDTA

32. Your liability

- 32.1 The Parties remain fully liable to Relevant Data Subjects for fulfilling their obligations under this IDTA and (if they apply) under UK Data Protection Laws.
- 32.2 Each Party (in this Section, "Party One") agrees to be fully liable to Relevant Data Subjects for the entire damage suffered by the Relevant Data Subject, caused directly or indirectly by:
- 32.2.1 Party One's breach of this IDTA; and/or
 - 32.2.2 where Party One is a Processor, Party One's breach of any provisions regarding its Processing of the Transferred Data in the Linked Agreement;
 - 32.2.3 where Party One is a Controller, a breach of this IDTA by the other Party if it involves Party One's Processing of the Transferred Data (no matter how minimal)
- in each case unless Party One can prove it is not in any way responsible for the event giving rise to the damage.
- 32.3 If one Party has paid compensation to a Relevant Data Subject under Section 32.2, it is entitled to claim back from the other Party that part of the compensation corresponding to the other Party's responsibility for the damage, so that the compensation is fairly divided between the Parties.
- 32.4 The Parties do not exclude or restrict their liability under this IDTA or UK Data Protection Laws, on the basis that they have authorised anyone who is not a Party (including a Processor) to perform any of their obligations, and they will remain responsible for performing those obligations.

33. How Relevant Data Subjects and the ICO may bring legal claims

- 33.1 The Relevant Data Subjects are entitled to bring claims against the Exporter and/or Importer for breach of the following (including where their Processing of the Transferred Data is involved in a breach of the following by either Party):

- **Section 1** (This IDTA and Linked Agreements);
 - **Section 3** (You have provided all the information required by Part one: Tables and Part two: Extra Protection Clauses);
 - **Section 8** (The Appropriate Safeguards);
 - **Section 9** (Reviews to ensure the Appropriate Safeguards continue);
 - **Section 11** (Exporter's obligations);
 - **Section 12** (General Importer Obligations);
 - **Section 13** (Importer's obligations if it is subject to UK Data Protection Laws);
 - **Section 14** (Importer's obligations to comply with key data protection laws);
 - **Section 15** (What happens if there is an Importer Personal Data Breach);
 - **Section 16** (Transferring on the Transferred Data);
 - **Section 17** (Importer's responsibility if it authorises others to perform its obligations);
 - **Section 18** (The right to a copy of the IDTA);
 - **Section 19** (The Importer's contact details for the Relevant Data Subjects);
 - **Section 20** (How Relevant Data Subjects can exercise their data subject rights);
 - **Section 21** (How Relevant Data Subjects can exercise their data subject rights– if the Importer is the Exporter's Processor or Sub-Processor);
 - **Section 23** (Access Requests and Direct Access);
 - **Section 26** (Breaches of this IDTA);
 - **Section 27** (Breaches of this IDTA by the Importer);
 - **Section 28** (Breaches of this IDTA by the Exporter);
 - **Section 30** (How to end this IDTA if there is a breach);
 - **Section 31** (What must the Parties do when the IDTA ends); and
 - any other provision of the IDTA which expressly or by implication benefits the Relevant Data Subjects.
- 33.2 The ICO is entitled to bring claims against the Exporter and/or Importer for breach of the following Sections: Section 10 (The ICO), Sections 11.1 and 11.2 (Exporter's obligations), Section 12.1.6 (General Importer obligations) and Section 13 (Importer's obligations if it is subject to UK Data Protection Laws).
- 33.3 No one else (who is not a Party) can enforce any part of this IDTA (including under the Contracts (Rights of Third Parties) Act 1999).
- 33.4 The Parties do not need the consent of any Relevant Data Subject or the ICO to make changes to this IDTA, but any changes must be made in accordance with its terms.
- 33.5 In bringing a claim under this IDTA, a Relevant Data Subject may be represented by a not-for-profit body, organisation or association under the same conditions set out in Article 80(1) UK GDPR and sections 187 to 190 of the Data Protection Act 2018.

34. Courts legal claims can be brought in

- 34.1 The courts of the UK country set out in Table 2: Transfer Details have non-exclusive jurisdiction over any claim in connection with this IDTA (including non-contractual claims).
- 34.2 The Exporter may bring a claim against the Importer in connection with this IDTA (including non-contractual claims) in any court in any country with jurisdiction to hear the claim.
- 34.3 The Importer may only bring a claim against the Exporter in connection with this IDTA (including non-contractual claims) in the courts of the UK country set out in the Table 2: Transfer Details
- 34.4 Relevant Data Subjects and the ICO may bring a claim against the Exporter and/or the Importer in connection with this IDTA (including non-contractual claims) in any court in any country with jurisdiction to hear the claim.
- 34.5 Each Party agrees to provide to the other Party reasonable updates about any claims or complaints brought against it by a Relevant Data Subject or the ICO in connection with the Transferred Data (including claims in arbitration).

35. Arbitration

- 35.1 Instead of bringing a claim in a court under Section 34, any Party, or a Relevant Data Subject may elect to refer any dispute arising out of or in connection with this IDTA (including non-contractual claims) to final resolution by arbitration under the Rules of the London Court of International Arbitration, and those Rules are deemed to be incorporated by reference into this Section 35.
- 35.2 The Parties agree to submit to any arbitration started by another Party or by a Relevant Data Subject in accordance with this Section 35.
- 35.3 There must be only one arbitrator. The arbitrator (1) must be a lawyer qualified to practice law in one or more of England and Wales, or Scotland, or Northern Ireland and (2) must have experience of acting or advising on disputes relating to UK Data Protection Laws.
- 35.4 London shall be the seat or legal place of arbitration. It does not matter if the Parties selected a different UK country as the ‘primary place for legal claims to be made’ in Table 2: Transfer Details.
- 35.5 The English language must be used in the arbitral proceedings.
- 35.6 English law governs this Section 35. This applies regardless of whether or not the parties selected a different UK country’s law as the ‘UK country’s law that governs the IDTA’ in Table 2: Transfer Details.

36. Legal Glossary

Word or Phrase	Legal definition (this is how this word or phrase must be interpreted in the IDTA)
Access Request	As defined in Section 23, as a legally binding request (except for requests only binding by contract law) to access any Transferred Data.
Adequate Country	A third country, or: <ul style="list-style-type: none"> • a territory; • one or more sectors or organisations within a third country; • an international organisation;

Word or Phrase	Legal definition (this is how this word or phrase must be interpreted in the IDTA)
	which the Secretary of State has specified by regulations provides an adequate level of protection of Personal Data in accordance with Section 17A of the Data Protection Act 2018.
Appropriate Safeguards	The standard of protection over the Transferred Data and of the Relevant Data Subject's rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved IDTA	The template IDTA A1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4.
Commercial Clauses	The commercial clauses set out in Part three.
Controller	As defined in the UK GDPR.
Damage	All material and non-material loss and damage.
Data Subject	As defined in the UK GDPR.
Decision-Making	As defined in Section 20.6, as decisions about the Relevant Data Subjects based solely on automated processing, including profiling, using the Transferred Data.
Direct Access	As defined in Section 23 as direct access to any Transferred Data by public authorities of which the Importer is aware.
Exporter	The exporter identified in Table 1: Parties & Signature.
Extra Protection Clauses	The clauses set out in Part two: Extra Protection Clauses.
ICO	The Information Commissioner.
Importer	The importer identified in Table 1: Parties & Signature.
Importer Data Subject Contact	The Importer Data Subject Contact identified in Table 1: Parties & Signature, which may be updated in accordance with Section 19.

Word or Phrase	Legal definition (this is how this word or phrase must be interpreted in the IDTA)
Importer Information	As defined in Section 8.3.1, as all relevant information regarding Local Laws and practices and the protections and risks which apply to the Transferred Data when it is Processed by the Importer, including for the Exporter to carry out any TRA.
Importer Personal Data Breach	A 'personal data breach' as defined in UK GDPR, in relation to the Transferred Data when Processed by the Importer.
Linked Agreement	The linked agreements set out in Table 2: Transfer Details (if any).
Local Laws	Laws which are not the laws of the UK and which bind the Importer.
Mandatory Clauses	Part four: Mandatory Clauses of this IDTA.
Notice Period	As set out in Table 2: Transfer Details.
Party/Parties	The parties to this IDTA as set out in Table 1: Parties & Signature.
Personal Data	As defined in the UK GDPR.
Personal Data Breach	As defined in the UK GDPR.
Processing	As defined in the UK GDPR. When the IDTA refers to Processing by the Importer, this includes where a third party Sub-Processor of the Importer is Processing on the Importer's behalf.
Processor	As defined in the UK GDPR.
Purpose	The 'Purpose' set out in Table 2: Transfer Details, including any purposes which are not incompatible with the purposes stated or referred to.
Relevant Data Subject	A Data Subject of the Transferred Data.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR

Word or Phrase	Legal definition (this is how this word or phrase must be interpreted in the IDTA)
Review Dates	The review dates or period for the Security Requirements set out in Table 2: Transfer Details, and any review dates set out in any revised Approved IDTA.
Significant Harmful Impact	As defined in Section 26.2 as where there is more than a minimal risk of the breach causing (directly or indirectly) significant harm to any Relevant Data Subject or the other Party.
Special Category Data	As described in the UK GDPR, together with criminal conviction or criminal offence data.
Start Date	As set out in Table 1: Parties and signature.
Sub-Processor	A Processor appointed by another Processor to Process Personal Data on its behalf. This includes Sub-Processors of any level, for example a Sub-Sub-Processor.
Tables	The Tables set out in Part one of this IDTA.
Term	As set out in Table 2: Transfer Details.
Third Party Controller	The Controller of the Transferred Data where the Exporter is a Processor or Sub-Processor If there is not a Third Party Controller this can be disregarded.
Transfer Risk Assessment or TRA	A risk assessment in so far as it is required by UK Data Protection Laws to demonstrate that the IDTA provides the Appropriate Safeguards
Transferred Data	Any Personal Data which the Parties transfer, or intend to transfer under this IDTA, as described in Table 2: Transfer Details
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in Section 3 of the Data Protection Act 2018.
Without Undue Delay	Without undue delay, as that phrase is interpreted in the UK GDPR.

Alternative Part 4 Mandatory Clauses:

Mandatory Clauses	Part 4: Mandatory Clauses of the Approved IDTA, being the template IDTA A.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4 of those Mandatory Clauses.
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Appendix B:

NCARB Examination Policy Sunset: 1966-2002

In FY19, Board discussions unveiled a resolution from 2000 that dictated an NCARB position on an issue/policy that, in 2020, no longer aligned with current practice or philosophy. Evaluation of the resolution was assigned to a task force for review and discussion, but led the Board to question the status of other resolutions that dictated official NCARB policy or position. Policies or positions implemented by membership vote remain active unless the membership takes a follow-up action to sunset it, provides a deadline, or includes information granting authority of future adjustments to another party in the resolution. NCARB staff began a research project to evaluate the status of all historical NCARB resolutions, and the Policy Advisory Committee (PAC) has been asked to make recommendations to the NCARB Board of Directors on whether the resolutions should remain NCARB policy or sunset.

Examination Policies: 1966-2002

Today, the *NCARB Bylaws* specifically give the NCARB Board of Directors authority to issue rules and policies respecting the development, administration, and grading of examination, which includes setting fees, dates exams may be administered, safeguards to prevent improper disclosure of information respecting the exams, and other matters.

Prior to the computerized exam, examination policies were regularly implemented via resolution because the exam was administered by each jurisdiction. In preparation for the change from paper-and-pencil to a computerized exam, the Member Boards passed Resolution 1996-12 that was intended to rescind previous policies and replaced them with new policies. The later passage of Resolution 2002-14 to rescind a specific policy, as well as the development of an index of active resolutions in 2002, has caused uncertainty as to the effect of the 1996 resolution.

To provide clear direction going forward, the Policy Advisory Committee recommends a new resolution be passed so that it is clear that all active policies governing the exam are located in *ARE Guidelines*, *Certification Guidelines*, and/or other Board policies.

Appendix B includes all the resolutions included in the 2002 index of active of resolution:

RESOLUTIONS 1966-2002

III. EXAMINATION FOR REGISTRATION AND CERTIFICATION

RESOLUTION NO. 69-8

Continuation of Studies Toward the Development of a New Examination

RESOLVED, That this convention give its approval to the direction of the studies this past year that reviewed the process of education, internship, examinations, and practice for the architect and commends the NCARB Directors to continue these studies and report to next year's convention the progress; and

RESOLVED, That this report shall include a definitive study by a top level committee of NCARB, the members of Member Boards, and other professionals both in education and practice, toward development of a new NCARB examination and procedure for its use.

RESOLUTIONS 1966-2002

RESOLUTION NO. 70-6

Acceptance of Examination Grades Between Member Boards

WHEREAS, The principal purpose of the NCARB is to facilitate reciprocity between the states; and

WHEREAS, Many candidates for examination move or are transferred from the state of their original examination before its completion; now, therefore, be it

RESOLVED, That the Member Boards agree to accept grades earned by their candidates in other states and allow these candidates to complete the examination in the state of their new location according to the laws and rules and regulations of that state.

RESOLUTION NO. 71-4

Eligibility Cut-Off Date for Council Oral Examination

WHEREAS, At the 1970 Annual Meeting certain changes were incorporated into the Council documents and procedures relative to the "senior" method of Council certification, one very important subject was inadvertently omitted; and

WHEREAS, The requirements for passage of the written examination for initial registration is uniform within the several states, the avenue of awarding registration and certification via the exemption, grandfather or senior method is no longer germane to the best interests of the state registration boards and the National Council. Therefore, it is desirable that a date be established after which no credits would be allowed for experience for admission to the Council Oral Examination for certification via the "senior" procedure; now, therefore, be it

RESOLVED, That the date for the matter discussed above be established as, and become effective on, December 31, 1971. All applicants for certification who have not passed a written examination will be required to do so unless they have completed all currently established criteria for "senior" certification to December 31, 1971. Individual architects who have met the "senior" requirements prior to the above-noted date will be eligible for certification via the Council Oral Examination.

RESOLUTION NO. 71-6

Phasing Out of Seven-Part Examination and Implementation of New Professional Examination

WHEREAS, The purpose of registration is health, safety, and public welfare; and

WHEREAS, Public welfare demands a workable and satisfactorily built environment; and

WHEREAS, Competent architects are needed to meet this goal; and

WHEREAS, Registration is a professional competence identifying process; and

WHEREAS, This process measured educational, training, and examination evidence; and

WHEREAS, This evidence must be related to the wisdom and knowledge of the time, now, therefore, be it

RESOLVED, That the recommendations of the Examination Development Committee for revising the registration process, as detailed below, be accepted:

1. Purpose: To phase out the present 36-hour, seven-part examination for architectural license candidates. To implement, as soon as practicable, the new Professional Examination for candidates holding NAAB-accredited professional architectural degrees and a Qualifying Examination for candidates without NAAB-accredited degrees and/or with combinations of education and experience in accordance with NCARB equivalencies.
2. Prerequisites for New Professional Examinations: A professional architectural degree from an NAAB-accredited school to be required for entrance to the new Professional Examination beginning in June 1973 or a passing grade in the Qualifying Examination to be first offered in December 1972.
For the holders of a master's degree in architecture, one year's acceptable experience in the field to be required.
For the holders of a bachelor of architecture degree, the first professional degree, two (2) years acceptable experience in the field to be required.
3. Presentation: A complete examination process will be presented to the 1972 national convention.

RESOLUTION NO. 71-16

Additional Registration and/or Certification Requirements

WHEREAS, Certification by NCARB is the desirable vehicle for professional mobility throughout the United States, now, therefore, be it

RESOLVED, That if any jurisdiction desires additional requirements for registration and/or certification, and for continued registration and/or certification beyond those currently required by the NCARB, those additional requirements be submitted to the NCARB Board for consideration and appropriate action and where legally possible the action of the NCARB be adopted by the various jurisdictions.

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RESOLUTION NO. 72-2

NCARB Examinations

WHEREAS, The goal of the examining procedure is to provide a reliable measure of a candidate's qualifications essential to the practice of architecture; and

WHEREAS, The current seven-part, written examination covers subject matter that can be related logically under three basic areas of architectural knowledge; and

WHEREAS, A candidate's performance in each of these three basic areas provides a measure of his proficiency in the general area; and

WHEREAS, Failure in a single part only of the seven-part examination does not necessarily demonstrate lack of proficiency in the general area; now, therefore, be it

RESOLVED, That the seven parts of the present NCARB written examination be grouped into three categories as follows:

Category 1: Examinations—(C), History and Theory of Architecture; (D), Site Planning; and (E), Architectural Design.

Category 2: Examinations—(F), Building Construction; (G), Structural Design; and (I), Building Equipment

Category 3: Examination—(H), Professional Administration.

RESOLVED, That if a candidate for the written examination attains a grade of 70 or more, but less than 75 in one part only of the entire examination and such failure occurs in either Category 1 or Category 2, then the failing grade shall be averaged with the remaining two parts in the same category and a passing grade be granted provided the averaged total of the category is 75 or greater.

RESOLUTION NO. 72-4

Publication and Distribution of Examination Success Rates

RESOLVED, That NCARB direct ETS to publish examination success rates of candidates of all Member Boards and to distribute these results to all boards.

RESOLUTION NO. 72-5

Implementation of New Examinations

RESOLVED, That the report of the Examinations Committee be approved for implementation as described below:

- (a) That the Equivalency Examination be first administered in June, 1973, and
- (b) That the Professional Examination be first administered in December, 1973, and

RESOLVED, That there be a five-year time limit for the use of the present examination for those Member Boards which cannot, by law, implement the new examination procedure. The five-year time period to begin January 1, 1973.

RESOLUTION NO. 75-6

Publication of Examination Costs

WHEREAS, Legislative bodies in a number of jurisdictions in the areas served by NCARB are requesting budget information from the examining boards; now, therefore, be it

RESOLVED, That the NCARB Board of Directors shall annually publish all examination costs.

RESOLUTION NO. 75-16

Prohibition of Examination Interpreters

WHEREAS, The objective of the Member Boards must be to facilitate and permit qualified and competent architects to practice architecture and, thereby fulfilling the legal obligation to protect the public welfare and the public's interests; and

WHEREAS, The complete understanding of the English language is essential to the practice of architecture in that comprehension of codes, rules, regulations, ordinances and the laws of the land is necessary to fulfill professional service verbally, as well as in the instruments of service including contract documents; and

WHEREAS, The architectural candidate, during the course of the examination must demonstrate his comprehension of the English language without the assistance of others; now, therefore, be it

RESOLVED, That the use of an interpreter assisting the candidate during the examination be forbidden.

RESOLUTION NO. 75-20

Administration of Parts I and II of the Equivalency Examination

WHEREAS, All Member Boards recognize and acknowledge progressive improvements in the content of the Professional Examination; and

WHEREAS, A number of boards now require both the Equivalency Examination and Professional Examination of all candidates; now, therefore, be it

RESOLVED, That NCARB Member Boards requiring all candidates to take both the Equivalency and the Professional Examination delete the parts of History and Theory of Architecture and Environmental Planning and Construction Theory and Practice of the Equivalency Examination as a requirement for candidates having an NAAB-accredited, or otherwise approved, professional degree in architecture.

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RESOLUTION NO. 76-5

Evaluation of NCARB Examination

WHEREAS, All Member Boards use examinations prepared by NCARB to assist in determining a candidate's qualification for registration as an architect within each Member Board's jurisdiction, and

WHEREAS, The true intent of the NCARB examination procedure is to register candidates who prove their qualifications to practice the profession of architecture, and

WHEREAS, It is the responsibility of each Member Board to ensure proper registration practices by use of proper testing procedures, and

WHEREAS, It is essential periodically to evaluate those testing procedures to insure that the examinations appropriately and adequately test the education, knowledge and evidence of that experience which represents minimum competence for admission to professional practice; now, therefore, be it

RESOLVED, That the NCARB Board of Directors appoint a distinguished panel comprising both persons with broad architectural practice, knowledge and experience, who will reflect current accepted architectural practice standards and persons expert in testing procedures (none of the foregoing shall have served in the preparation of NCARB examinations), charged with defining standards of minimum competence for professional practice and evaluating the Professional Examination in order to ascertain that it appropriately and adequately tests the education, knowledge, skills and experience necessary to qualify for such minimum competence. The panel shall report its findings and recommendations to the 1977 Annual Meeting.

RESOLUTION NO. 77-1

Requirements for Graphics Examination

RESOLVED, That all candidates for registration be evaluated for design competency as follows:

- (a) That the design section of the Qualifying Test as developed and used in 1977 be administered to all candidates commencing in 1978;
- (b) That grading of the design test be performed on a regional basis, commencing in 1978, or as soon thereafter as a Member Board can adopt the grading procedures;
- (c) That the NCARB Board of Directors continue the Design Committee in 1977-78 to further define the scope, content and procedures of the design test for presentation to the 1978 Annual Meeting for approval and use commencing in 1979.

RESOLUTION NO. 79-5

Task Analysis and Validation Study

(The Board submits the following resolution with the understanding that the committee which it establishes will continue the work of the Task Force on Registration established at the 1978 NCARB Annual Meeting.)

RESOLVED, That NCARB is directed to analyze and to define the knowledge, skills, abilities and functions necessary for minimum competence for the practice of architecture in the United States (hereinafter referred to as "task analysis") and apply these findings to an evaluation of the current NCARB examinations, internship standards, education standards and practice standards, and recommend criteria as necessary and appropriate to conform to those findings (hereinafter referred to as a "validation study").

That a Steering Committee composed of one person and one alternate chosen by each NCARB Regional Conference, and a chairperson and vice chairperson chosen by the president of NCARB, shall be assigned the task of carrying out the foregoing directive and shall further be authorized and directed:

1. To engage, with approval of the Council Board, such independent experts, including testing experts, as the committee deems appropriate;
2. To call upon any standing or special committees of the Council to assist in its work;
3. To report periodically to the Council Board of Directors and all Member Boards on the progress of the Committee's work;
4. To report to the 1980 Annual Meeting its findings and recommendations with regard to the "task analysis" and "validation study."

RESOLUTION NO. 79-22

Sequence of Sections A and B of Professional Examination

RESOLVED, That for purposes of Council certification, an applicant for registration may have passed Section A of the Professional Examination before or after such applicant has passed Section B of the Professional Examination.

RESOLUTION NO. 80-3

Revision of Passing Procedure for Section B, Professional Examination

RESOLVED, That if a candidate fails one part only of Section B of the Professional Examination, and attains passing scores on all other parts, the passing scores will be recorded as the candidate's final grades in those parts of the examination passed. Upon the candidate retaking Section B, only the score in the part first failed will be considered in the retake record; and if that score is a

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pass, the candidate will be deemed to have passed all parts of Section B. If that part is failed a third time, the candidate must take the entire Section B, as hereinbefore stated.

RESOLUTION NO. 83-11

Examination May Be Taken in Parts

RESOLVED, That there shall be no requirement that an applicant for certification must have taken all divisions of the Architect Registration Examination at his or her initial sitting for the examination, nor that he or she must have taken all previously failed divisions at any subsequent sitting for the examination.

RESOLUTION NO. 83-12

Allow Purchase of the ARE by Parts

RESOLVED, That the new ARE, which can be taken in parts, be allowed to be purchased by Member Boards from NCARB in parts for any or all candidates.

AND FURTHER, WHEREAS, The California Board of Architectural Examiners has shown a continuing arbitrary and unilateral disregard for the rules and guidelines established by the NCARB Board of Directors for the administration and grading of the Architect Registration Examination, which has resulted in a breach of fundamental principles of examination grading and administration by causing candidates similarly situated to be treated dissimilarly, and by giving unfair advantage to California candidates, and by seriously affecting NCARB's ability to assess and measure the exam results nationally,

FURTHER RESOLVED, In the interest of the protection of the public's health, safety, and welfare, and also the protection of the rights of exam candidates, all Member Boards shall administer the Architect Registration Examination in strict compliance with the rules and guidelines as established by the NCARB Board of Directors and all Member Boards shall participate in the Regional Grading Sessions using the grading criteria as established by the NCARB Exam Committee, and the determination by the Board of Directors of the failure of any jurisdiction to honor the said rules, guidelines and criteria for the administration and grading of the Architect Registration Examination shall cause the immediate termination of that Member Board's right and privilege to purchase and administer the NCARB Architect Registration Examination.

AND FURTHER, WHEREAS, The California Board of Architectural Examiners has disregarded the rules and guidelines established by the NCARB Board of Directors for the administration and grading of the Architect Registration Examination,

NOW THEREFORE, The Board of Directors is hereby instructed to withhold the right and privilege of the California Board or any other board found to have been in infraction to purchase and administer the NCARB Architect Registration Examination until the Board of Directors shall have received satisfactory assurance from the California Board or any other board found to have been in infraction that the rules and guidelines will be strictly observed.

RESOLUTION NO. 84-14

Security of NCARB Examinations

RESOLVED, That for purposes of test security, all Member Boards seek to provide in their rules for removal of NCARB examinations from any "Freedom of Information Act" or similar public domain laws or regulations.

RESOLUTION NO. 84-19

Structural Examinations Format

RESOLVED, That the structural examinations of the ARE shall continue to test candidates by the use of the questions employing calculations of basic structural design problems, conforming generally to the specifications for the 1984 ARE.

RESOLUTION NO. 85-8

Rescission of 1984 Resolution No. 20 Permitting Use of Reference Material in the ARE

RESOLVED, That Resolution No. 20 as adopted at the 1984 Annual Meeting be revoked and that no reference materials be permitted in the examination, and be it further

RESOLVED, That the examination be published to include all reference material necessary for its administration.

RESOLUTION NO. 88-7

Withholding Access to ARE from Member Board Not Administering Examination

RESOLVED, That the Council withhold all portions of the Architect Registration Examination from any Member Board which has not committed itself to the satisfaction of the Council Board of Directors, to administering the examination to all of its applicants (other than applicants of whom it does not require a written examination) for registration.

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RESOLUTION NO. 89-12

Study the Appropriateness of Terminating the Paper-and-Pencil ARE

RESOLVED, That the Council Board of Directors study the appropriateness of changing from the paper-and-pencil ARE following its administration in June 1992 to a computer ARE for all non-graphic portions of the ARE and that a schedule of the details of the transition and the financial implications of the transition be presented to the 1990 Annual Meeting for its approval.

RESOLUTION NO. 89-15

Elimination of Special Seismic Test

RESOLVED, That the special seismic test be discontinued and that architects who need to be tested on this subject take Division E of the ARE or C/ARE.

RESOLUTION NO. 92-2

NCARB Written Examination Required for Certification

RESOLVED, That all applicants for Council certification be required to pass the NCARB written examination current at the time the applicant sat for the examination and that except as provided in Appendix C of *Circular of Information No. 1* and for CALE-registered persons in Appendix A of *Circular of Information No. 1*, there be no substitute for the written examination.

RESOLUTION NO. 92-5

ARE in English Requirement for Certification

RESOLVED, That the Architect Registration Examination (ARE) may be rewritten in French for Canadian provinces and in Spanish for Puerto Rico for registration purposes so long as all costs and security issues associated therewith are borne by the governmental agency requesting such permission, all in accord with NCARB guidelines.

AND, BE IT FURTHER RESOLVED, That applicants applying for NCARB certification must have passed the NCARB examination in the English language except for applicants under the interrecognition agreement with Canada who passed the examination in French or applicants from Puerto Rico who passed the examination in Spanish.

RESOLUTION NO. 93-1

Rescind Resolution No. 1 of the 1990 Annual Meeting

RESOLVED, That Resolution Number 1 of the 1990 Annual Meeting calling for a computerized ARE in 1995 be and hereby is rescinded, and that the computerized ARE be administered beginning in 1997, and that the implementation plan for the computerized ARE delivery system be in place no later than the 1994 NCARB Annual Meeting and Conference.

RESOLUTION NO. 93-2

Reporting Scores for the Computerized ARE

RESOLVED, That beginning with the first computer-delivered ARE and thereafter, only pass or fail status will be reported for all divisions of the ARE and diagnostic information will be available to boards with respect to every candidate.

RESOLUTION NO. 94-10

Giving Credit For Pilot Administrations of ARE '97

RESOLVED, That a candidate for NCARB certification shall be given full credit for passing a division of the ARE in a pilot administration of the computerized ARE in 1995 and 1996, and that all Member Boards are urged to accept candidates for registration whose certification by NCARB is based in whole or in part upon passing divisions of the ARE administered as part of the pilot administrations in 1995 and 1996.

RESOLUTION NO. 96-12

Examination Policies

RESOLVED, That all previously enacted policies regarding the Council's examinations be rescinded, and in their place, the Council Board of Directors is authorized to adopt the Examination Policies set out in Appendix B of the *Pre-Annual Meeting Report*.

RESOLUTION NO. 97-12

Examination Fees

RESOLVED, That NCARB address the computerized ARE cost concerns by:

- (1) thoroughly reviewing cost components such as the delivery cost, the credit card charges, the tutorials and any other possible cost savings to determine if the financial impact to the candidates of the change to the computerized ARE can be mitigated by reasonable means without diminishing the generally acclaimed improvements in the examination;
- (2) actively monitor the Chauncey Group (including Sylvan) contract for compliance in the delivery of the examination; and
- (3) reporting the results of the review and monitoring efforts at the 1998 NCARB Annual Meeting.

RESOLUTION NO. 99-17

Comprehensive Testing

RESOLVED, That NCARB is directed, in the shortest time possible, to investigate a testing and grading procedure by which a candidate can demonstrate his or her ability to solve individual problems within the context of a broader comprehensive solution.



Appendix C:

NCARB Policy Resolutions to Sunset: 1980-2018,
Part 2

Project Background

In FY19, Board discussions unveiled a resolution from 2000 that dictated an NCARB position on an issue/policy that, in 2020, no longer aligned with current practice or philosophy. Evaluation of the resolution was assigned to a task force for review and discussion, but led the Board to question the status of other resolutions that dictated official NCARB policy or position. Policies or positions implemented by membership vote remain active unless the membership takes a follow-up action to sunset it, provides a deadline, or includes information granting authority of future adjustments to another party in the resolution.

NCARB staff began a research project to evaluate the status of all historical NCARB resolutions, and the Policy Advisory Committee (PAC) has been asked to make recommendations to the NCARB Board of Directors on whether the resolutions should remain NCARB policy or sunset.

The resolutions are being reviewed by category, and the first set of policies were sunset in FY21. This year, the PAC reviewed additional resolutions from 1980-2018 (there were no resolutions in 2019 or 2020) in the following areas:

- Membership
- Related Organization
- Examination (See Resolution 2022-03)
- Misc.

Additional resolutions from more categories and decades will be reviewed over the next several years as NCARB cleans up its resolution database.

Resolutions Recommended for Sunset as part of Resolution 2022-04:

RESOLUTION 2000-12: SUPPORT THE WORK OF THE COLLATERAL INTERNSHIP TASK FORCE REGARDING IDP, MENTORSHIP, AND EDUCATION

“RESOLVED, that the member boards of NCARB support the ongoing work of the Collateral Internship Task Force by encouraging acceptance of the following principles:

1. that those enrolled in the IDP program may expect a professional and respectful practice experience, both in terms of the hiring and compensation practices of the employer firm as well as the breadth of experience available during the program. [Implied in this will be an expectation that the intern and the firm will be held to a high standard of accountability for compliance and record-keeping.]
2. that NCARB should maintain its ongoing efforts in developing and publishing Mentor Guidelines as well as encouraging qualified mentors from the profession to participate in the mentor process.
3. that all of the collateral organizations should participate in the successful development of architects by.
 - a. Encouraging more practice-based experience in the formal education process.
 - b. Encouraging continued learning through entire professional career.
 - c. Encouraging the profession to invest both time and financial resources towards the development of emerging architects.
 - d. Encouraging improved communications and awareness among the five collateral organizations so that the entire pathway to career development is clearly and uniformly understood by all.
4. that the culture of learning and practice for architects be of such strength and maturity that it allows consideration of alternative pathways to complete IDP.”

Rationale: Because the “principles” specifically listed are broad ideas on the experience program, it is unclear if they are only something NCARB should be “encouraging” while the task force was actively in existence. While the task force ended in 2005, these were likely intended to have a lasting impact beyond that. While some of the outlined principles are still relevant, a few are outdated. The Policy Advisory Committee recommends that this resolution be sunset so that more recently developed goals of the Architectural Experience Program (AXP) can take precedence, and then a future committee further discusses what (if any) guiding principles should replace them.

RESOLUTION 1998-17: INTERNATIONAL BUILDING CODE 2000

“RESOLVED, that NCARB strongly supports the development and adoption of a single building code for use by all NCARB jurisdictions, and

FURTHER RESOLVED, that NCARB strongly supports the continued development of the International Building Code to incorporate technological changes that will occur in the future in order to provide for the protection of the health, safety and welfare of the general public, and

FURTHER RESOLVED, that copies of this resolution be forwarded to the International Code Council, Inc.”

Rationale: The resolution is titled International Building Code 2000, but the language is generic and doesn’t mention the code they were working on at the time. Sunsetting this resolution positions NCARB to be neutral in the development of ICC’s building codes, and engage in future code development as appropriate.

RESOLUTION 1987-1: CONTINUATION OF AN EDUCATION EVALUATION PROCESS

“RESOLVED, That NCARB continue a process by which the educational credentials of a candidate not holding the NAAB degree can be evaluated by an independent evaluator. Such findings would be presented as evidence of whether or not the candidate satisfied the educational requirements for architectural licensure. Such evaluation could be considered the equivalent of completion of an NAAB accredited educational program.”

Rationale: The Council developed the *Education Standard* in the early-1980s, which is used to evaluate degrees from non-accredited programs. Today, NCARB uses NAAB’s Education Evaluation Services for Architects (EESA) to evaluate architects’ degrees from non-accredited programs against the *Education Standard*. If a candidate is evaluated through the EESA process and has zero deficiencies, they are considered to have met the education alternative without any additional requirements. The general intent of this resolution has been folded into the NCARB Certification Requirements, which are part the *NCARB Certification Guidelines*. The requirements can only be changed by membership vote; therefore, this resolution is no longer needed and sunsetting it will prevent future conflict of policies.

RESOLUTION 1986-11: LATERAL FORCES HOME STUDY PROGRAM

“RESOLVED, that NCARB develop a Home Study Course on lateral forces similar to an ADVP Monograph. The course shall be prepared to satisfy reciprocity requirements for registered architects who never passed a written examination on lateral forces. An examination of the Home Study Course shall be prepared which can be administered by each member board. The Home Study Course shall be available by July 1, 1987.”

Rationale: This home study course is no longer available and was meant for architects who took the national exam prior to 1965, when lateral forces questions weren’t regularly incorporated into the exam. If there are any

remaining architects who are deficient in this area, they can satisfy the requirement through divisions of the ARE in accordance with the ARE 5.0 Exam Equivalence guide, currently included in the *NCARB Certification Guidelines*.

RESOLUTION 1980-1: LIST OF LICENSEES

“RESOLVED, That each Member Board provide NCARB, annually, a list of all licensees whose primary mailing address is within their jurisdiction.”

Rationale: Due to evolving jurisdictional privacy laws, many Member Boards can no longer provide this information to NCARB, and mailing addresses are no longer the primary way we need to communicate with licensed professionals. A similar request for an annual roster was incorporated in the *NCARB Bylaws* in 1994, and sunseting this resolution has no impact on that provision. The Policy Advisory Committee recommends this resolution be sunset and that a future committee further examine this issue and update NCARB’s policy.

RESOLUTION 1980-15: SUPPORT FOR IDP

“RESOLVED, That the Council and its Member Boards continue their support of the Intern-Architect Development Program.”

Rationale: This resolution was put forward in the very early days of the Intern Development Program’s (IDP) existence when the Council was still working toward adoption of the program by its Member Boards. It is unnecessary for this resolution to remain active as other follow-up actions by the Board of Directors and membership have affirmed the organizations support for IDP’s successor, the Architectural Experience Program (AXP)—including adding the program as a specific requirement for NCARB certification and adding the program to the *NCARB Bylaws*. If, in the future, the Council would want to change direction related to the experience component of licensure, it would require a vote of the membership to update both of those documents. Sunseting this resolution now ensures the Council will not have a policy conflict in the future.



Appendix D: *NCARB Bylaws Omnibus Updates*

The following markups to the NCARB Bylaws relate to making the document gender neutral and clarifying inconsistencies related to NCARB Board of Directors elections. This appendix relates to Resolution 2022-F. Articles with no changes have been omitted.

(Adopted June 23, 1979, Cambridge, MA. Amended June 27, 1981, Maui, HI; June 26, 1982, Minneapolis, MN; June 25, 1983, Philadelphia, PA; June 30, 1984, Portland, OR; June 29, 1985, San Antonio, TX; June 28, 1986, Atlanta, GA; June 27, 1987, Seattle, WA; June 29, 1988, Chicago, IL; June 28, 1989, Boston, MA; June 30, 1990, Washington, DC; June 29, 1991, Denver, CO; June 27, 1992, San Francisco, CA; June 26, 1993, Kansas City, MO; June 25, 1994, Dearborn, MI; June 24, 1995, New Orleans, LA; June 29, 1996, Baltimore, MD; June 28, 1997, Minneapolis, MN; June 27, 1998, San Diego, CA; June 26, 1999, Charleston, SC; June 17, 2000, Chicago, IL; June 23, 2001, Seattle, WA; June 29, 2002, Boston, MA; June 28, 2003, San Antonio, TX; June 26, 2004, Portland, OR; June 25, 2005, Miami, FL; June 24, 2006, Cincinnati, OH; June 23, 2007, Denver, CO; June 28, 2008, Pittsburgh, PA; June 26, 2010, San Francisco, CA; June 25, 2011, Washington, DC; June 23, 2012, Minneapolis, MN; June 22, 2013, San Diego, CA; June 21, 2014, Philadelphia, PA; June 20, 2015, New Orleans, LA; June 18, 2016, Seattle, WA.; June 30, 2018, Detroit, MI; May 14, 2021, Special Vote; June 26, 2021, Los Angeles, CA; [June 4, 2022, Austin, TX.](#))

[Articles I-V omitted. No proposed changes.]

ARTICLE VI—REGIONS

SECTION 1. Purpose. In order to foster closer communication between Member Boards and the Council, as well as among Member Boards, and further to foster the development of future leaders and assist the Council in achieving its stated purpose, six geographical Regions comprising, in the aggregate, all the Member Boards are hereby established. Each Member Board shall be required to be a member of its Region.

SECTION 2. Membership. The membership of the Regions is established as follows:

REGION 1—New England Conference: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont.

REGION 2—Middle-Atlantic Conference: Delaware, District of Columbia, Maryland, New Jersey, New York, Pennsylvania, Virginia, West Virginia.

REGION 3—Southern Conference: Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, Puerto Rico, South Carolina, Tennessee, Texas, Virgin Islands.

REGION 4—Mid-Central Conference: Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Missouri, Ohio, Wisconsin.

REGION 5—Central States Conference: Kansas, Montana, Nebraska, North Dakota, Oklahoma, South Dakota, Wyoming.

REGION 6—Western Conference: Alaska, Arizona, California, Colorado, Guam, Hawaii, Idaho, Nevada, New Mexico, [Northern Mariana Islands](#), Oregon, Utah, Washington.

ARTICLE VII—THE BOARD OF DIRECTORS

SECTION 1. Membership. The Board of Directors shall be comprised of the Elected Officers of the Council, one Regional Director from each Region, the immediate Past President, one Member Board Executive Director, and one Public Director.

SECTION 2. Qualifications and Limitations. The qualifications for serving as a Director shall be as set forth in this Article VII, Section 2, and no entity responsible for nominating any Director shall impose any qualification not set forth herein.

- A. A candidate for election to any Director position shall, at the time such person is nominated:
 - (i.) be a citizen of the United States;
 - (ii.) have served at least two (2) years as a member of a Member Board; or, in the case of a candidate for the position of Member Board Executive Director, have served at least two (2) years as an Executive Director;
 - (iii.) be a current member of a Member Board; be a past member of a Member Board whose service as a member ended no more than one year before nomination; be an officer of a Region; be an incumbent Director; or, in the case of a candidate for the Member Board Executive Director, be a current Executive Director; and,
 - (iv.) in the case of candidates who are architects, hold an active NCARB Certificate.
- B. With respect to candidates for a Regional Director position, all qualifications relating to current or past membership in a Member Board or Region must be within the Region from which the candidate is nominated.
- C. If a Member Board regulates professions in addition to the profession of architecture, the candidate will qualify as a member or former member of a Member Board only if ~~the candidate~~ ~~he or she~~ is or was an architect-member or a public member of the architect section of the Member Board.
- D. A candidate for election as the Public Director shall be at the time of nomination a public or consumer member on a Member Board, or have served in such position no more than one (1) year prior to the time of nomination to the Board of Directors.
- E. An individual shall qualify to serve as the President/Chair of the Board during the one-year period immediately following ~~their~~ ~~his or her~~ term as First Vice President/President-Elect.
- F. An individual shall qualify to serve as the Immediate Past President during the one-year period immediately following ~~their~~ ~~his or her~~ term as President/ Chair of the Board.

SECTION 3. Terms of Office and Election. The term of office of a Director shall be one year from the adjournment of the Annual Business Meeting at which they are elected to serve or, in the case of President/Chair of the Board and Immediate Past President, succeeds to office, until the adjournment of the next Annual Business Meeting or until their successor is duly elected and succeeds to office. No person shall serve more than two terms in succession as a Regional Director or three terms in succession as a Member Board Executive Director or Public Director; provided, however, that service as an Elected Officer and Immediate Past President shall not count against such limits. No incumbent shall serve for more than one term in any Elected Officer position or as Immediate Past President; provided, however, that an Elected Officer shall be eligible for reelection for the full

term of office if, during the period immediately prior thereto, such Elected Officer had succeeded to or been elected to the office to fill a vacancy.

SECTION 4. Removal.

- A. A Director may be removed with cause by a majority vote of the Member Boards at a meeting where a quorum is present, with the meeting notice stating that the purpose, or one of the purposes, of the meeting is the removal of the director.
- B. Director may be removed with cause by the affirmative vote of two-thirds (2/3) of the Board of Directors.

SECTION 5. Nomination and Election of Directors.

- A. Directors shall be nominated as set forth below in this Section 5 of this Article VII. Notwithstanding the various methods of nomination set forth below, all Directors must be elected by a majority vote of the Member Boards at a meeting at which a quorum is present.
- B. Each Region shall select its nominee for Regional Director at a Region meeting. The nominations will be announced by the several Regions prior to and/or at the Annual Business Meeting of the Council.
- C. Any person qualified to serve as an Elected Officer (other than President/Chair of the Board) may be nominated by declaring their ~~his or her~~ candidacy ~~at the time election for such position begins at the Annual Business Meeting~~ by the time determined by the Credentials Committee.
- D. The candidate for Member Board Executive Director shall be nominated by majority vote of the Member Board Executive community comprised of the Executive Director of each Member Board. The nomination will be announced by the community prior to and/or at the Annual Business Meeting of the Council.
- E. Any person qualified to serve as the Public Director may be nominated by declaring their ~~his or her~~ candidacy ~~at the time election for such position begins at the Annual Business Meeting~~ by the time determined by the Credentials Committee.

SECTION 6. Vacancies.

- A. Vacancies in the office of any Regional Director or Member Board Executive Director shall be filled by an appointee nominated by the Region or the Member Board Executive community respectively and appointed by the Board of Directors to hold office from the time of such appointment until the adjournment of the next Annual Business Meeting. Vacancies in the office of the Public Director and Elected Officers other than First Vice President/President-Elect and President/Chair of the Board shall be filled by an appointee designated by the Board of Directors to hold office from the time of such appointment until the adjournment of the next Annual Business Meeting. Any such appointee shall meet all qualifications applicable to the vacant Director position, as determined by the Credentials Committee.
- B. A vacancy in the office of President/Chair of the Board shall be filled by the First Vice President/President-Elect, who shall serve the remainder of the term as President/Chair of the Board and the following term during which they ~~he or she~~ would have succeeded to the office if not for the vacancy.¹

¹ The pronouns in Article VII, Section 3 were updated as part of Resolution 2021-07, and will be updated as of July 1, 2022.

- C. A vacancy in the office of First Vice President/President-Elect shall be filled by the Second Vice President, who shall hold such office of First Vice President/President-Elect until the adjournment of the next Annual Business Meeting, at which Annual Business Meeting the Member Boards shall elect both a First Vice President/President-Elect and a President/Chair of the Board, each of whom shall be subject to the qualifications applicable to candidates for First Vice President/President-Elect.
- D. A vacancy in the office of Immediate Past President shall remain vacant.
- E. Any Regional Director who moves ~~their~~ ~~his or her~~ principal residence to a place outside the Region from which ~~they~~ ~~he or she~~ ~~was~~ ~~were~~ nominated shall be deemed to have vacated the office of Regional Director, and any Director who ceases to be eligible as provided in this Article VII, Section 2 shall be deemed to have vacated ~~their~~ ~~his or her~~ directorship.

SECTION 7. Duties. The affairs of the Council shall be managed under the authority and direction of the Board of Directors, who shall act by majority vote of the Directors present at a meeting at which there is a quorum, except as otherwise expressly required by these Bylaws or applicable law. It shall exercise all authority, right, and power granted to it by the laws of the State of Iowa and shall perform all duties required by the said laws and by these Bylaws, and, in accordance therewith, it shall not delegate any of the authority, rights, or power or any of the duties imposed on it by these Bylaws or otherwise, unless such delegation is specifically provided for in these Bylaws. All Directors shall serve without compensation; provided, however, that nothing herein shall prohibit the Board of Directors from providing reasonable allowances from time to time to the President/Chair of the Board and to the First Vice President/President-Elect. Any such allowances shall be included in budget reports furnished to the Member Boards.

SECTION 8. Meetings of the Board. The Board of Directors may meet in any manner allowed by applicable law in regular or special meetings in order to transact business. Unless finances of the Council will not permit, the Board of Directors shall hold a regular meeting immediately prior to the opening of the Annual Business Meeting and a regular meeting immediately following the adjournment of the Annual Business Meeting of the Council. Special meetings may be held upon call of the President/Chair of the Board or the Executive Committee and shall be held upon written request of the majority of the Board of Directors. All Directors shall be given due notice in writing of the time and place of all meetings, although notice of any meeting may be waived in writing by any Director. A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business.

ARTICLE VIII—OFFICERS

SECTION 1. Elected Officers. The Elected Officers of the Council shall be the President/Chair of the Board, the First Vice President/President-Elect, the Second Vice President, the Treasurer, and the Secretary.

SECTION 2. President/Chair of the Board. The President/Chair of the Board shall be the senior Elected Officer of the Council and shall:

- A. preside at all meetings of the Board of Directors, the Executive Committee of the Board of Directors, and the Annual Business Meeting;
- B. present to the Council at the Annual Business Meeting a report of activities during the President/Chair of the Board's term of office;

- C. develop charges for all committees that will serve during their his or her term as President/Chair of the Board and, following approval of the charges by the Board of Directors, oversee the work of all Committees;
- D. select all members of Committees to serve during their his or her term of office as President/Chair of the Board subject to the terms of Article XII, Section 5;
- E. have the power to make appointments to any unfilled or vacant Committee membership during their his/her term as President/Chair of the Board, subject to the approval of the Board of Directors;
- F. represent the Board of Directors and its policies to all external and internal constituents including to the Chief Executive Officer; and
- G. perform such other duties and powers as the Board of Directors may from time to time decide.

SECTION 3. First Vice President/President-Elect and Second Vice President. The First Vice President/President-Elect and the Second Vice President, in order, shall, in the absence of the President/Chair of the Board, exercise the duties of and possess all the powers of the President/Chair of the Board. In addition, the First Vice President/President-Elect shall:

- A. develop the Committee charges to be completed during their his or her term of office as President/Chair of the Board, subject to the approval of the Board of Directors;
- B. select the Chair of all Committees to serve during their his/her term as President/Chair of the Board, subject to the approval of the Board of Directors; and
- C. select all members of Committees to serve during their his or her term of office as President/Chair of the Board, subject to the approval of the Board of Directors.

SECTION 4. Treasurer. The Treasurer shall:

- A. oversee the financial affairs of the Council and be the primary liaison of the Board of Directors with the person designated by the Chief Executive Officer as the chief financial officer of the Council;
- B. report to the Board of Directors and at the Annual Business Meeting on financial matters of the Council; and
- C. perform such duties and have such powers additional to the foregoing as the Board of Directors may designate.

SECTION 5. Secretary. The Secretary shall:

- A. record or cause to be recorded all votes, consents, and the proceedings of all meetings of the Council and of the Board of Directors; and
- B. perform such duties as the Board of Directors may designate.

Records of the Council meetings shall be open at all reasonable times to the inspection of any Member Board.

In the absence of the Secretary from any meeting of the Council or from any meeting of the Board of Directors, a temporary Secretary designated by the person presiding at the meeting shall perform the duties of the Secretary.

SECTION 6. Chief Executive Officer. The Chief Executive Officer shall be the senior appointed officer of the Council. Such person shall be appointed by and shall serve at the pleasure of the Board of Directors, and shall have such compensation and benefits as shall be established from time to time by the Board of Directors. The Chief Executive Officer shall have general charge of the management and administration of the Council's affairs, the implementation of policies established from time to time by the Board of Directors and such other duties and powers as the Board of Directors may from time to time determine, subject always to the ultimate authority of the Board of Directors under applicable law and these Bylaws.

ARTICLE IX—COUNCIL SERVICES TO MEMBERS OF THE ARCHITECTURAL PROFESSION

SECTION 1. Council Record. The Council shall, upon request of individual members of the architectural profession, secure, authenticate, and record factual data of an applicant's education, training, examination, practice, and character for purposes of establishing a Council Record. Upon request of the applicant, this Council Record will be forwarded to any Member Board or to any foreign Registration authority with whom the Council has an agreement for mutual reciprocity.

SECTION 2. Council Certification. Council Certification shall be given to an Architect holding a Council Record verifying that the Architect has complied with the Council standards of education, training, examination, Registration, and character. In addition to this verification, the Certification shall carry the recommendation of the Council that Registration be granted the Architect without further examination of credentials. For applicants registered as Architects in countries where formal agreements with the Council exist, the standards and procedures for Certification will be in accordance with such written agreements or as otherwise established by the Council. Architects certified by the Council shall have a Certificate incorporated in their Council Record.

SECTION 3. Annual Renewal. Council Certification shall be in effect for a period of one year. Renewal of the Council Certification shall be predicated upon the submission of an annual fee and an annual report containing such information as the Council deems appropriate. The Council Certification shall lapse if the annual fee and report are not received by the Council within such grace period as the Board of Directors may establish. A lapsed Council Certification may be reactivated by paying delinquent renewal fees, furnishing delinquent annual reports, and paying such fee for reinstatement as the Board of Directors may establish from time to time.

SECTION 4. Revocation of Certification. The Council shall revoke an Architect's Council Certification if:

- A. a Member Board has revoked (without limitation as to time) the Architect's Registration for a cause other than nonpayment of renewal fees or failure to file information with the Member Board; or
- B. facts are subsequently revealed which show that the Architect was actually ineligible for Council Certification at the time of Council Certification.

In addition, the Council may revoke an Architect's Council Certification if:

- C. a Member Board or a court makes a finding, not reversed on appeal, that the Architect has, in the conduct of ~~their~~ his or her architectural practice, violated the law or has engaged in conduct involving wanton disregard for the rights of others; or

- D. the Architect has surrendered or allowed their Registration to lapse ~~his or her Registration~~ with the Member Board in connection with disciplinary action pending or threatened; or
- E. a Member Board has denied the Architect registration for a cause other than the failure to comply with the educational, experience, age, citizenship, or other technical qualifications for registration in such jurisdiction; or
- F. the Architect has willfully misstated a material fact in a formal submission to the Council.

The Council may reinstate a Certification previously revoked, if the cause of the revocation has been removed, corrected, or otherwise remedied.

In order to assist the Council in carrying out its responsibilities under this Section, each Member Board shall (unless prohibited by applicable law) report to the Council the occurrence of any event that qualifies an Architect for revocation of their ~~his or her~~ Council Certification, as described herein.

[Article X Omitted. No proposed changes.]

ARTICLE XI—FINANCES, FUNDS, ACCOUNTING, INVESTMENTS, AND RECORDS OF THE COUNCIL

SECTION 1. Dues and Fees.

- A. Annual membership dues may be changed for any period, by resolution adopted at an Annual Business Meeting with implementation of any increase to take place not less than three years after such resolution is adopted.
- B. The fees to be charged for services to members of the architectural profession shall be established, from time to time, by an affirmative vote of not less than two-thirds of the Board of Directors present and voting.

SECTION 2. Operating Fund.

- A. All membership dues and all fees and other revenues received from any of the activities of the Council shall be placed in the operating fund of the Council. The operating fund shall be administered by the Council's chief financial officer.
- B. As soon as feasible following the Annual Business Meeting, the Board of Directors shall adopt a general budget which shall show the anticipated income and expenditures for the current year.
- C. No Director, Committee, or employee of the Council shall have the right, authority, or power to expend any money of the Council, to incur any liability for and in its behalf, or to make any commitment which will or may be deemed to bind the Council in any expense or financial liability, unless such expenditure, liability, or commitment has been properly incorporated into the budget, and the Board of Directors has made an appropriation to pay the same.
- D. The Fiscal Year of the Council shall be from July 1 of one year to June 30 of the next succeeding year.

SECTION 3. Securities and Investments. In accordance with the Board of Directors' policies and directions by the Board of Directors to the Chief Executive Officer, the Council's chief financial officer shall have charge of the investment of all funds of the Council not held in its operating fund. In accordance with such policies and such directions, such chief financial officer may sell, purchase, transfer, and convey securities and exercise all rights, by proxy or by participation, of the Council with respect to such securities, or may authorize such purchases, sales, transfers, conveyances, and the exercise of any or all of said rights.

SECTION 4. Liabilities of Officers, Directors, and Employees. No Director, officer, or employee of the Council shall be personally liable for any decrease of the capital, surplus, income, balance, or reserve of any fund or account resulting from ~~their~~ his or her acts performed in good faith and within the scope of ~~their~~ his or her authority.

SECTION 5. Disclosure of Records. Upon written request made with reasonable specificity, a Member Board shall have the right to receive from the Council with reasonable promptness copies of any Council record it may reasonably request, but excluding:

- A. information barred from disclosure by an applicable statute;
- B. trade secrets;
- C. information disclosed to the Council in reliance upon its continued non-disclosure;
- D. information that, if released, would give an inappropriate advantage to a competitor or bidder with respect to a request for proposals issued or about to be issued by the Council;
- E. personnel information, the disclosure of which would constitute an unwarranted invasion of personal privacy;
- F. attorney-client communications and attorney work-product materials;
- G. transcripts and personal information respecting Certificate applicants or holders without the permission of such applicant or holder;
- H. contents and results of examinations except to the extent disclosure is provided for in the contract between the Council and the Member Board together with data, methodologies, practices, plans, proposals, records of committee deliberations and other records relating to the content, administration, scoring or security of examinations; and
- I. information arising from investigatory cases.

Any of the excluded records that the Council has already distributed publicly shall, notwithstanding the preceding sentence, be available to any Member Board.

To the extent permitted by applicable law, Council records furnished to a Member Board shall not be distributed by the Member Board other than to members of such Member Board. The Council may charge the Member Board only reasonable costs to comply with the request. Such charges shall be itemized by the Council in an invoice to the Member Board.

[Article XII² omitted. No proposed changes as part of Resolution 2022-G.]

² Resolution 2022-E proposes additional edits to Article XII, Section 8.

ARTICLE XIII—INDEMNIFICATION

In addition to such further indemnification as may be authorized by the Board of Directors from time to time consistent with applicable law, to the fullest extent permitted by law, including without limitation Section 504 of the Iowa Code known as the Revised Iowa Nonprofit Council Act (“RINCA”) and after the Council’s Board of Directors makes the determination that the standards of Section 504.852 of RINCA (or successor provisions) have been met for the specific proceeding at issue, any present or former Director or employee determined by Board of Directors to be an executive employee, or member of a Committee, or the estate or personal representative of any such person, made a party to any action, suit or other proceeding, civil or criminal, by reason of the fact that such person is or was serving the Council as such, or serving at the Council’s request in any other entity or with respect to the Council’s employee benefit plan, shall be indemnified by the Council against the reasonable expenses, including without limitation amounts paid by way of judgment, fine or penalty and reasonable defense costs including attorney’s fees incurred in connection with the defense of such proceeding whether or not such defense shall be successful in whole or in part, or in connection with any appeal therein, or any settlement of any such proceeding on terms approved by the Board of Directors. Such indemnification shall not be deemed exclusive of any other rights to which such persons may be entitled. Any other present or former employee or agent of the Council may also be indemnified with the approval of the Board of Directors. Expenses incurred of the character described above may, with the approval of the Board of Directors, be advanced to any person entitled to indemnity upon satisfaction of the requirements of Section 504.854 (or successor provisions) of RINCA. The Council shall have the power to purchase and maintain insurance on behalf of any person described above, or any other employee, volunteer or agent of the Council, against liability asserted against or incurred by such person on account of ~~their~~ his or her status as such, whether or not the Council would have the power to indemnify or advance expenses to such persons.

[Article XIV omitted. No proposed changes.]

Appendix E:

Updated version of the Requirements for
Certification in the *NCARB Certification Guidelines*

The following document shows the proposed updated version of the Requirements for *Certification in the NCARB Certification Guidelines*.

Requirements for Certification

The following requirements for NCARB certification may only be changed by an absolute majority vote of the NCARB Member Boards. Changes are put forth for a membership vote via a written resolution and become effective on the date identified in the resolution.

Changes to the NCARB certification requirements apply both to applications for certification in process and new applications. Individuals whose applications are in process at the time of a change will be subject to new requirements for certification unless otherwise stated in the resolution.

Note: In addition to the requirements outlined in this section, NCARB makes changes to its key licensure programs—the *NCARB Education Standard*, the Architectural Experience Program (AXP), and the Architect Registration Examination (ARE)—through other processes. NCARB will provide notice to Member Boards, licensure candidates, and architects at least 60 days prior to the implementation date.

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Requirements for Certification of an Architect Licensed in a U.S. Jurisdiction

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Alternatives for Certification of an Architect Licensed in a U.S. Jurisdiction

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Requirements for Certification of an Architect Licensed in a Foreign Jurisdiction Through an Established Mutual Recognition Arrangement/Agreement With NCARB

Section 4	Page XX
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Requirements for Certification of an Architect Credentialed by a Foreign Registration Authority

Section 5	Page XX
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Revocation and Reinstatement of an NCARB Certificate

ARE 5.0 Exam Equivalents	Page XX
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Applicants for NCARB certification that completed a previous version of the ARE must have passed examination equivalents equal to those of the current ARE as defined in this section.

Section 1

REQUIREMENTS FOR CERTIFICATION OF AN ARCHITECT LICENSED IN A U.S. JURISDICTION

1.1 Good Character

You must be of good character as verified by employers and an NCARB Member Board where you are licensed.

1.2 Licensure Status Requirement

You must hold and maintain a current, active license to practice architecture issued by a U.S. jurisdictional licensing board. Your license must be in good standing at the time of application for certification and remain in good standing while you hold the NCARB Certificate.

1.3 Education Requirement

You must hold a degree in architecture from a program accredited by the National Architectural Accrediting Board (NAAB) or the Canadian equivalent.

NCARB will consider your program accredited if one of the following conditions is met:

- The program held NAAB accreditation during the entire course of your studies.
- If the program lost NAAB accreditation during your studies, it must have lost accredited status no less than 24 months **before** your graduation date.
- If the program obtained NAAB accreditation after your studies, it must have become accredited no more than 24 months **after** your graduation date.
- You hold a degree in architecture from a Canadian university certified by the Canadian Architectural Certification Board (CACB).

1.4 Experience Requirement

You must have completed the Architectural Experience Program® (AXP®) or its equivalent at the time of initial licensure by meeting the requirements outlined in the *AXP Guidelines* and documenting that experience in your NCARB Record. This includes the completion of the AXP for initial licensure through either the hourly reporting method or the AXP Portfolio method. If you are documenting your experience retroactively to complete the AXP, be aware that the reporting requirement identified in the *AXP Guidelines* does not apply to architects already licensed in the United States or Canada.

- Verification of experience: If, at the time of the activity, you were already a licensed architect and not under the direct supervision of another licensed architect, the verification must be by an architect who observed the activity and who was your professional partner, a person employed by the same employer, or familiar with your experience who is not your employee. You cannot verify your own experience under any circumstances.

For additional information, please refer to the [AXP Guidelines](#).

1.5 Examination Requirement

You must have passed the NCARB Architect Registration Examination® (ARE®) or its equivalent at the time of initial licensure, provided all examinations and the pass/fail standards applied were in accordance with NCARB standards current at the time you took the examination.

For additional information, please refer to the [ARE Guidelines](#).

Section 2

ALTERNATIVE REQUIREMENTS FOR CERTIFICATION OF AN ARCHITECT LICENSED IN A U.S. JURISDICTION

Note: You **can not** do both the Two Times AXP path of the education alternative and the experience alternative outlined in this section. You may only do one or the other when seeking NCARB certification.

2.1 Good Character

You must be of good character as verified by employers and the U.S. jurisdiction where you are licensed.

2.2 Licensure Status Requirement

You must hold and maintain a current, active license to practice architecture issued by a U.S. jurisdictional licensing board. Your license must be in good standing at the time of application for certification and remain in good standing while you hold the NCARB Certificate.

2.3 Alternatives to the Education Requirement

If you do not hold a degree in architecture as defined in Section 1.3, NCARB will accept either of the following to satisfy the education requirement for certification:

2.3A – Education Alternative to NCARB Certification

- You must have held continuous licensure as an architect for the last three (3) consecutive years in any U.S. jurisdiction with no disciplinary action from any jurisdiction
- You must document additional experience via the Two Times AXP **or** submit a Certificate Portfolio, depending on your education background **as determined by NCARB**.

Two Times AXP

If you hold a four-year bachelor's degree that includes significant coursework in architecture (as determined by NCARB) awarded by a regionally accredited U.S. or equivalent Canadian institution, you must document two times (2x) the experience requirement of NCARB's AXP.

- Experience earned as part of your experience requirement for initial licensure may count toward the two times AXP requirement.
- You must document twice the required hours in each of the AXP's six experience areas, for a total of 7,480 hours.
- The experience must be verified either by a supervisor who meets the supervisory requirements of NCARB's AXP or by an architect familiar with your work. The architect must have been licensed at the time your work was completed.
- A bachelor's degree that includes significant coursework in architecture refers to any baccalaureate degree from an institution with U.S. regional accreditation that is awarded after earning less than 150 semester credits or the quarter-hour equivalent resulting from significant architecture coursework, in an amount determined to be acceptable by NCARB. The amount of architecture coursework that is required to complete a degree program may vary from institution to institution.

NCARB Certificate Portfolio

If your highest level of education is a high school diploma (or its equivalent), associate's degree, bachelor's or master's degree unrelated to architecture, or a degree earned outside the United States or Canada, you must submit a Certificate Portfolio.

- You must document work experience performed as a licensed architect by building an online portfolio with examples of your work.
- Portfolios must be reviewed and evaluated by a body of peers as established by NCARB.
- Your portfolio must satisfy all subject areas of the *NCARB Education Standard* unless you meet one of the following conditions:
 - If you have 64 or more semester credit hours of postsecondary education, you have the option to obtain an Education Evaluation Services for Architects (EESA) evaluation report to identify specific subject-area deficiencies. Your Certificate Portfolio needs to address only the subject-area deficiencies identified by the EESA.
 - If you hold a U.S. or Canadian bachelor's degree or higher, you do not need to address the *Education Standard's* Liberal Arts subject area in your Certificate Portfolio.

2.3B – Education Evaluation Services for Architects (EESA)-NCARB Evaluation Report

- You may obtain an EESA evaluation report stating that you have met the requirements of the *NCARB Education Standard*, which approximates the requirements of a NAAB-accredited degree program. The EESA evaluation compares your existing postsecondary education to the *NCARB Education Standard* and identifies any deficiencies in your education. You must then complete additional coursework to satisfy those deficiencies and receive a report indicating you have met the Standard's requirements.
- The *NCARB Education Standard* is defined in the [Education Guidelines](#).

2.4 Alternatives to the Experience Requirement

If you received your initial license from a U.S. jurisdictional licensing board prior to January 1, 2011, you may provide documentation demonstrating that you have been licensed in a U.S. jurisdiction for at least five consecutive years in lieu of completing the standard experience requirement outlined in Section 1.4.

To pursue this alternative, you must:

- Certify that your experience as a licensed architect met the intent of the AXP in each of the experience areas.
- Provide verification from at least one additional architect that you obtained such experience.

2.5 Alternatives to the Examination Requirement

If you fail to meet the examination requirement for certification identified in Section 1.5, you may still be certified in the following circumstances:

- A. If your license was based in whole or in part on having passed previous examination equivalents, you are deemed to have passed the corresponding divisions of the ARE. See the Exam Equivalent Guide for a table of these qualifying equivalents.
- B. If your examination deficiency arose from causes other than having failed a division of an examination under applicable NCARB pass/fail standards, and the deficiency is, in NCARB's judgment, compensated for by your demonstration of competency in the deficient area.

Section 3

REQUIREMENTS FOR CERTIFICATION OF AN ARCHITECT LICENSED IN A FOREIGN JURISDICTION THROUGH ESTABLISHED MUTUAL RECOGNITION ARRANGEMENT/AGREEMENT WITH NCARB

NCARB enters into mutual recognition arrangements/agreements (MRAs) with countries based on a thorough review of their regulatory standards including the education, experience, and examination requirements for licensure. If you are licensed in a foreign jurisdiction that participates in an NCARB MRA, you may apply for NCARB certification in accordance with the terms and conditions of the MRA. A list of the countries NCARB currently has MRAs with is available on [ncarb.org](https://www.ncarb.org).

Eligibility requirements and conditions for certification are established by each arrangement/agreement and may vary from MRA to MRA. The basic provision include:

- Architecture licensure (or its equivalent) in good standing in a signatory jurisdiction in the home country that was not obtained through any other foreign reciprocal arrangements/agreements;

Nothing in this section of the *Certification Guidelines* or the individual MRAs precludes you from independently satisfying the education, experience, and examination requirements for licensure in any U.S. or foreign jurisdiction

After receiving an NCARB Certificate through an MRA, you can apply for licensure in a U.S. jurisdiction that participates in the MRA. The United States does not offer a national license to practice architecture; each U.S. state and territory is responsible for regulating the practice of architecture within its borders and may choose whether or not to recognize NCARB Certificates granted through an MRA. Please check directly with the U.S. or foreign jurisdiction for specific licensure requirements as each jurisdiction is responsible for regulating the practice of architecture within its borders, and the licensure process will differ depending on your chosen jurisdiction.

Section 4

REQUIREMENTS FOR CERTIFICATION OF AN ARCHITECT CREDENTIALLED BY A FOREIGN REGISTRATION AUTHORITY

A “Foreign Architect” is an individual who holds a current license or registration in good standing in a country other than the United States or Canada at the point of application, which allows the individual to use the title “architect” and to engage in the unlimited practice of architecture (defined as the ability to provide any architectural services on any type of building in any state, province, territory, or other political subdivision of their national jurisdiction) in that country. A “current registration” may include a license that is eligible for reinstatement upon re-establishment of residency and/or payment of fees.

Detailed instructions for earning an NCARB Certificate through the Foreign Architect Path can be found on the NCARB website.

4.1 General

You may be granted an NCARB Certificate by meeting the requirements set forth in Section 1, under a mutual recognition arrangement/agreement ratified by NCARB’s Member Boards (Section 3), or under the procedures set forth in this section. NCARB recommends registration be granted to the NCARB Certificate holder by any U.S. jurisdictional licensing board without further examination of your credentials.

All documents submitted as part of the procedures set forth in this Section must be provided in English. If a document is not in English, you must arrange to have an official translation submitted on letterhead directly from the issuing authority, a lawyer, translation service, notary, or embassy. You may not provide the translation on their behalf.

4.2 Credential Requirement

You must be credentialed in a foreign country in which the credentialing authority has a formal record-keeping mechanism for disciplinary actions in the practice of architecture. You may be required to describe the process by which you were credentialed or submit information describing the credentialing process from the credentialing authority that granted the credential. You are required to arrange for independent verification by the credentialing authority to be sent directly to NCARB showing that your credential has been granted and is currently in good standing.

You may also be required to describe the process by which and the reasons for which disciplinary actions may be taken against architects and the system in which these actions are recorded, or to submit information provided by the disciplinary authority in this regard. You must secure a written statement from your credentialing authority stating that you either have no record of a disciplinary action or if such record exists, describing such action and its current status. This statement must be sent directly to NCARB from the credentialing authority or certified translator, if applicable.

4.3 Education Requirement

You must hold a recognized education credential in an architecture program that leads to a license/credential for the unlimited practice of architecture in the foreign country. An official transcript of your educational record must be sent directly to NCARB from the school.

4.4 Experience Requirement

You must complete the NCARB AXP by documenting your experience through hours.

The reporting requirement identified in the *AXP Guidelines* does not apply to foreign architects seeking NCARB certification through this option once their application has been reviewed and approved for this option.

4.5 Examination Requirement

You must pass the ARE.

Section 5

REVOCAION AND REINSTATEMENT OF AN NCARB CERTIFICATE

REVOKING A CERTIFICATE

NCARB will revoke your Certificate if:

- A Member Board has revoked (without limitation as to time) your registration¹ for a cause other than non-payment of renewal fees or failure to file information with the Member Board; or
- Facts are subsequently revealed that show you were actually ineligible for the Certificate at the time of certification.

NCARB may revoke your Certificate or impose a disciplinary sanction if:

- A Member Board or a court makes a finding, not reversed on appeal, that you have, in the conduct of your architectural practice, violated the law, or have engaged in conduct involving wanton disregard for the rights of others; or
- You are convicted of a felony or crime involving fraud or wanton disregard for the rights of others; or
- You have surrendered or allowed your registration to lapse in connection with pending or threatened disciplinary action; or
- A Member Board has denied you registration for a cause other than the failure to comply with the education, experience, age, residency, or other technical qualifications for registration in that jurisdiction; or
- NCARB receives evidence of incompetence, dishonesty, or unlawful conduct that is not adequately refuted related to the practice of architecture or involving fraud or wanton disregard of the rights of others; or
- NCARB finds that you have engaged in any behavior—including written, verbal, or physical—that may be considered inappropriate, abusive, disruptive, threatening, discriminatory, prejudicial, or harassing in nature while engaging with NCARB, any Member Board, and/or any vendor working on behalf of NCARB; or
- You have willfully misstated a material fact in a formal submission to NCARB; or
- NCARB's Professional Conduct Committee otherwise finds that you violated the *NCARB Professional Conduct Committee's Rules of Procedure*.

Other actions may include:

- Suspending your NCARB Certificate
- Issuing a public reprimand
- Requiring the completion of ethics education courses
- Issuing a warning letter

REINSTATING A CERTIFICATE

NCARB may reinstate a previously revoked Certificate if the cause of the revocation has been removed, corrected, or otherwise remedied. A Certificate that has been suspended will be automatically reinstated after the period of suspension is over, unless otherwise stated at the time of suspension.

¹ This section aligns to *NCARB Professional Conduct Committee's Rules of Procedure*, which continues to word registration instead of licensure. To keep these two documents in alignment, registration/register are used in this section.



Appendix F:

Mapping of the Current Requirements for
Certification to the Proposed Updates

Certification Requirements

The following requirements for NCARB certification may only be changed by an absolute majority vote of the NCARB Member Boards. Such change becomes effective July 1 following the close of the Annual Business Meeting, or such later date identified in the change, and applies both to applications for certification in process and new applications. If applicants whose applications were in process met all certification requirements that existed prior to the change, they will be eligible for certification. Applicants who fail to complete the NCARB certification process within five years will not be considered “in process” and will be required to satisfy current certification requirements.

CHANGES TO THE NCARB EDUCATION STANDARD AND THE AXP

A change in the [NCARB Education Standard](#) or the AXP becomes effective on the date of the change as described in a notice given to all Member Boards, at which time such change shall also be posted on NCARB’s website. The effective date shall be a minimum of 60 days after the date of such notice. Any change in the *NCARB Education Standard* and the AXP applies both to Records in process and new Records. An existing Record holder who has satisfied the *NCARB Education Standard* and/or the AXP prior to the effective date of the change shall be treated as having satisfied either or both.

Section 1 Page 10

Requirements for Certification of an Architect Registered in a U.S. Jurisdiction

Section 2 Page 11

Alternatives for Certification of an Architect Registered in a U.S. Jurisdiction

Section 3 Page 13

Requirements for Certification of an Architect Registered in a Foreign Jurisdiction Through an Established Mutual Recognition Arrangement With NCARB

Section 4 Page 14

Requirements for Certification of an Architect Credentialed by a Foreign Registration Authority

Section 5 Page 15

Revocation and Reinstatement of an NCARB Certificate

This section is now “Requirements for Certification.” Language was updated to clarify the process for implementing changes to the certification requirements, as well as for programs including the *Education Standard*, AXP, and ARE.

The edited version recommends removing the five-year window for applicants “in process” to become certified under previous requirements:

- Leaves room in individual resolutions to provide a “grandfathering” timeframe
- Five years is often too long of a window

Sections 1-5 maintain their current structure & align to Sections 1-5 of the edited version.

Note: “registration/registered” updated to “licensure/licensed” throughout to align with current standard usage.

Appendix A

Page 16

Architect Registration Examination

Appendix B

Page 17

ARE 5.0 Exam Equivalents

The Policy Advisory recommends removing Appendix A. This content does not apply solely to applicants for certification and lives in the *ARE Guidelines*.

The Policy Advisory Committee recommends removing Appendix B from the *Certification Guidelines* and creating a separate “Exam Equivalents Guide” which could be updated independently when needed.

Section 1

REQUIREMENTS FOR CERTIFICATION OF AN ARCHITECT REGISTERED IN A U.S. JURISDICTION

1.1 Good Character

You must be of good character as verified by employers and an NCARB Member Board where you are registered.

1.2 Education Requirement

VIEW ALTERNATIVES

You must hold a professional degree in architecture from a program accredited by the National Architectural Accrediting Board (NAAB) or the Canadian Architectural Certification Board (CACB) not later than 24 months after your graduation, or a program that retained its accreditation without revocation to a time 24 months or less before your graduation, or hold a professional degree in architecture certified by the CACB from a Canadian university.

This is now section 1.3. Language around program accreditation status revised for clarity.

1.3 Experience Requirement

VIEW ALTERNATIVES

You must have completed the Architectural Experience Program® (AXP™). To begin participation in the AXP, an applicant shall have established an NCARB Record and met all requirements for eligibility listed in the [AXP Guidelines](#), which may be revised from time to time by NCARB.

This is now section 1.4. Language added to clarify that meeting experience program requirements that were current at the time of initial licensure is considered equivalent.

The *AXP Guidelines* describes the specific experience requirements including eligibility to begin participation in the AXP, experience settings, categories, areas, hour minimums and maximums, timely reporting and verification of experience¹, and the like.

For additional information, please refer to the *AXP Guidelines*.

The [Reporting Requirements](#) identified in the *AXP Guidelines* do not apply to architects registered in the United States or Canada or to architects credentialed by a foreign registration authority pursuing NCARB certification.

1.4 Examination Requirement

VIEW ALTERNATIVES

You must have passed the NCARB Architect Registration Examination® (ARE®) or the equivalent, as identified in Appendix B, provided all examinations and the pass/fail standards applied were in accordance with NCARB standards current at the time you took the examination.

This is now section 1.5. Language added to clarify that meeting examination requirements that were current at the time of initial licensure is considered equivalent.

For additional information, please refer to the [ARE Guidelines](#).

1.5 Registration Requirement

You must hold a current and valid registration to practice architecture issued by an NCARB Member Board.

This is now section 1.2

1.6 General

In evaluating qualifications, NCARB may, prior to certification, require you to substantiate the quality and character of your experience, even if you have met the technical requirements set forth above.

This section will be removed, as it was based on previous paper application processes that no longer apply.

¹ Verification of experience: If you were at the time of the activity already a registered architect and not under the direct supervision of another, the verification must be by a person who observed the activity and who was your partner or a person employed by the same employer. Under no circumstances may you verify your own experience.

Section 2

REQUIREMENTS FOR CERTIFICATION OF AN ARCHITECT REGISTERED IN A U.S. JURISDICTION

2.1 Good Character

You must be of good character as verified by employers and an NCARB Member Board where you are registered.

2.2 Alternatives to the Education Requirement

If you do not hold a professional degree in architecture as identified in Section 1.2, NCARB will accept either of the following:

- A. Continuous licensure as an architect for the last three (3) consecutive years in any U.S. jurisdiction with no disciplinary action from any jurisdiction; and Documentation of experience gained pre-licensure and/or post-licensure. The experience must be verified either by a supervisor as allowed by the NCARB Architectural Experience Program or by an architect familiar with the work of the applicant:
 - 1. Architects who hold a four-year bachelor's degree that includes significant coursework in architecture (as determined by NCARB) awarded by a U.S. regionally accredited institution or the Canadian equivalent must document two times (2x) the experience requirement of the NCARB Architectural Experience Program.
 - * Bachelor's Degree that includes significant coursework in architecture term refers to any baccalaureate degree from an institution with U.S. regional accreditation that is awarded after earning less than 150 semester credits or the quarter-hour equivalent resulting from significant architecture coursework, in an amount determined to be acceptable by NCARB. The amount of architecture coursework that is required may vary from institution to institution.
 - 2. All other architects whose highest level of education may be high school, associate degree, unrelated bachelor or master degree, or non-U.S. or Canadian degree must:
 - Submit a Certificate Portfolio. Document experience as a licensed architect to satisfy all subject areas of the *NCARB Education Standard* through a portfolio for peer review.
 - i. Architects with 64 or more semester credit hours of postsecondary education have the

This is now section 2.3. Language has been clarified/ added to:

- Emphasize that NCARB determines which path is appropriate based on a candidate's background
- Clarify requirements for the Two Times AXP path
- Clarify that applicants who choose to get an EESA must meet any deficiencies identified within the EESA report

In addition, clarification added to Section 2 introduction that applicants can only complete either the education or experience alternative, not both.

- option to obtain an Education Evaluation Services for Architects (EESA) to identify specific subject-area deficiencies to address through the Certificate Portfolio.
 - ii. The General Education subject area of the Certificate Portfolio is waived for those with a U.S. or Canadian bachelor degree or higher.
- B. Architects may obtain an Education Evaluation Services for Architects (EESA) NCARB evaluation report stating that he/ she has met the *NCARB Education Standard*.

The NCARB Architectural Experience Program is described in the [AXP Guidelines](#). The *NCARB Education Standard* is described in the [Education Guidelines](#). These documents may be revised from time to time by NCARB.

2.3 Alternatives to the Experience Requirement

In lieu of completing the Experience Requirement identified in Section 1.3, NCARB will accept registration by an NCARB Member Board for at least five consecutive years together with a certification by the applicant that his or her experience as a registered architect met the intent of the AXP in each of the experience areas, and verification by one or more other architects that the applicant obtained such experience. This alternative shall not apply to applicants initially registered after January 1, 2011.

This is now Section 2.4.

2.4 Alternatives to the Examination Requirement

If you fail to meet the examination requirement identified in Section 1.4, you may still be certified in the following circumstances:

- A. If your examination deficiency arose from causes other than having failed a division of an examination under applicable NCARB pass/fail standards, and the deficiency is, in NCARB's judgment, compensated for by your demonstration of competency in the deficient area.
- B. If your registration was based in whole or in part on having passed previous examination equivalents, you are deemed to have passed the corresponding divisions of the ARE. See Appendix B for a table of these qualifying equivalents.

This is now Section 2.5.

2.5 Registration Requirement

You must hold a current and valid registration to practice architecture issued by an NCARB Member Board.

This is now Section 2.2.

2.6 General

In evaluating qualifications, NCARB may, prior to certification, require you to substantiate the quality and character of your experience, even if you have met the technical requirements set forth above.

This will be removed. See note above on Section 1.6.

Section 3

REQUIREMENTS FOR CERTIFICATION OF AN ARCHITECT REGISTERED IN A FOREIGN JURISDICTION THROUGH ESTABLISHED MUTUAL RECOGNITION ARRANGEMENT WITH NCARB

NCARB enters into Mutual Recognition Arrangements (MRA) with countries based on a thorough review of their regulatory standards including the education, experience, and examination requirements for licensure. U.S. jurisdictions that choose to become signatories to an MRA will recognize an NCARB Certificate issued in accordance with the terms and conditions of the MRA.

Eligibility requirements and conditions for certification are established by each Agreement/ Arrangement. The basic provisions include:

- citizenship or lawful permanent residence in a country that is party to the arrangement;
- licensure in good standing in a signatory jurisdiction in the home country;
- a specific period of post-licensure experience in the home country;
- licensure in the home country that was not obtained through any other foreign reciprocal arrangements.

Please refer to the [NCARB website](#) for the detailed requirements of each MRA.

Nothing in this section of the *Certification Guidelines* or the individual Mutual Recognition Arrangements precludes an applicant from independently satisfying the education, experience, and examination requirements for licensure in any U.S. or foreign jurisdiction.

This is found in Section 3 of the edited version. Some clarifying language was added, and basic requirements were updated to reflect the proposed MRA with the United Kingdom.

Section 4

This is found in Section 4 of the edited version.

REQUIREMENTS FOR CERTIFICATION OF AN ARCHITECT CREDENTIALLED BY A FOREIGN REGISTRATION AUTHORITY

A “Foreign Architect” is an individual who holds a current registration in good standing in a country other than the United States or Canada at the time of application, which allows such individual to use the title “architect” and to engage in the unlimited practice of architecture (defined as the ability to provide any architectural services on any type of building in any state, province, territory, or other political subdivision of their national jurisdiction) in that country. A “current registration” may include a license that is eligible for reinstatement upon re-establishment of residency, and/or payment of fees.

4.1 General

A foreign architect may be granted an NCARB Certificate by meeting the requirements set forth in Section 1, under a mutual recognition agreement ratified by the Member Boards, or under the procedures set forth in this section. NCARB recommends registration be granted to the NCARB Certificate holder by any NCARB Member Board without further examination of credentials.

This is found in Section 4.1 of the edited version. Clarifying language added around translated documents.

4.2 Education Requirement

You must hold a recognized education credential in an architecture program that leads to a license/credential for the unlimited practice of architecture in the foreign country. You are required to describe such program or submit information describing the program from the accreditation/validation/recognition authority. You are required to have an official transcript of your educational record sent directly to NCARB from the school. Where there is doubt about the nature of the professional degree, an Educational Evaluation Services for Architects (EESA) evaluation may be required.

This is found in Section 4.3 of the edited version. Language regarding EESA evaluations was removed to address confusion among applicants.

4.3 Registration Requirement

You must be credentialed in a foreign country that has a formal record-keeping mechanism for disciplinary actions in the practice of architecture. You are required to describe the process by which you were credentialed or submit information describing the credentialing process from the credentialing authority that granted the credential, and to arrange for independent verification by the credentialing authority directly to NCARB showing that your credential has been granted and is currently in good standing. You are also required to describe the process by which and the reasons for which disciplinary actions may be taken against architects and the system in which these actions are recorded, or to submit information provided by the disciplinary authority in this regard. You shall secure a

This is found in Section 4.2 of the edited version.

written statement from your credentialing authority stating that you either have no record of a disciplinary action or if such record exists, describing such action and its current status. This statement must be sent directly to NCARB from the credentialing authority.

4.4 Experience Requirement

You must document completion of the NCARB Architectural Experience Program® (AXP™).

This is found in Section 4.4 of the edited version.

4.5 Examination Requirement

You must pass the Architect Registration Examination® (ARE®).

This is found in Section 4.5 of the edited version.

Section 5

REVOCATION AND REINSTATEMENT OF AN NCARB CERTIFICATE

REVOKING A CERTIFICATE

NCARB will revoke your Certificate if:

- A Member Board has revoked (without limitation as to time) your registration for a cause other than non-payment of renewal fees or failure to file information with the Member Board; or
- Facts are subsequently revealed that show you were actually ineligible for the Certificate at the time of certification.

NCARB may revoke your Certificate if:

- A Member Board or a court makes a finding, not reversed on appeal, that you have, in the conduct of your architectural practice, violated the law, or have engaged in conduct involving wanton disregard for the rights of others; or
- You have surrendered or allowed your registration to lapse in connection with pending or threatened disciplinary action; or
- A Member Board has denied you registration for a cause other than the failure to comply with the education, experience, age, residency, or other technical qualifications for registration in that jurisdiction; or
- You have willfully misstated a material fact in a formal submission to NCARB.

REINSTATING A CERTIFICATE

NCARB may reinstate a previously revoked Certificate if the cause of the revocation has been removed, corrected, or otherwise remedied.

Section 5 has been updated to align with the *NCARB Bylaws and Professional Conduct Committee's Rules of Procedure*.

Appendix A

ARCHITECT REGISTRATION EXAMINATION

Description

The content of the Architect Registration Examination (ARE) is based on the knowledge and skills required of a newly registered architect, practicing independently, to provide architectural services. The ARE evaluates an applicant's competence in the provision of architectural services to protect the public health, safety, and welfare.

To begin taking the ARE, an applicant shall have fulfilled all requirements for eligibility established by his or her jurisdiction and shall have established an NCARB Record. To complete the ARE, an applicant must achieve a passing grade on each division.

Five-Year Rolling Clock

For all initial candidates for licensure, a passing grade for any division of the ARE shall be valid for an initial period of five years, plus any extension granted under the rolling clock extension policy, after which time the division will expire unless the candidate has completed the ARE.

Applicants for NCARB certification that completed the ARE or were licensed:

- A. Prior to January 1, 2006, will not have any divisions governed by the five-year rolling clock.
- B. Prior to July 1, 2014, will have only divisions passed after January 1, 2006, governed by the five-year rolling clock.
- C. On July 1, 2014 or later, will have all divisions governed by the five-year rolling clock.

Any applicant for NCARB certification that is determined to be deficient in a division of the ARE will have to test and pass that division, or the then current exam equivalents, to earn NCARB certification. Those deficient examinations, standing alone, shall be subject to the five-year rolling clock.

Rolling Clock Extension

NCARB may allow a reasonable extension to a division expiration period in circumstances where completion of the ARE is prevented by the birth or adoption of a child, by a serious medical condition, by active duty in military service, or by other like causes. An applicant may request such an extension by submitting a timely written application and supporting documentation as prescribed by NCARB. Upon proper application NCARB will allow parents of newborn infants or newly adopted children a six-

Appendix A will be incorporated into the *ARE 5.0 Guidelines*, as these policies are relative to all exam candidates, not just Certificate applicants.

month extension to the end of such division expiration period if the birth or adoption of their child occurs within such rolling clock period.

Appendix B

ARE 5.0 EXAM EQUIVALENTS

ARE 5.0 Exam Equivalents

Applicants for NCARB certification that completed a previous version of the ARE must have passed examination equivalents equal to those of the current ARE as defined below. Applicants that do not achieve all examination equivalents shall be required to pass the unachieved division(s) identified to meet the examination requirement for the NCARB Certificate.

Practice Management (ARE 5.0) AND Project Management (ARE 5.0) are satisfied by successfully completing one examination in each of the following FOUR groups:

GROUP 1:

- | | |
|--|-------------|
| 1. Construction Documents & Services (ARE 4.0) | (2008-2018) |
| 2. Construction Documents & Services – ARE 3.1 and prior computer-based versions | (1997-2009) |
| 3. Division I of the ARE | (1983-1996) |
| 4. Professional Examination–Section B, Part IV | (1978-1982) |
| 5. Professional Examination Part IV | (1973-1977) |
| 6. Examination Syllabus H | (1954-1975) |
| 7. Section 6 of the CALE | (1987-1989) |

GROUP 2:

- | | |
|--|-------------|
| 1. Construction Documents & Services (ARE 4.0) | (2008-2018) |
| 2. Building Technology | (1997-2009) |
| 3. Division C of the ARE | (1983-1996) |
| 4. Professional Examination–Section A | (1979-1982) |
| 5. Qualifying Test E and F | (1977-1978) |

Appendix B will be removed from the document and made an independent guide to be updated as necessary.

Appendix F: Mapping of the Current Requirements for Certification to the Proposed Updates

6. Equivalency Examination III	(1973-1976)
7. Examination Syllabus E	(1954-1975)
8. Section 9 of the CALE	(1987-1989)

GROUP 3:

1. Programming, Planning & Practice (ARE 4.0)	(2008-2018)
2. Pre-Design	(1997-2009)
3. Division A of the ARE	(1983-1996)
4. Professional Examination—Section B, Parts I and II	(1979-1982)
5. Professional Examination Parts I and II	(1973-1978)
6. Examination Syllabus C	(1954-1975)
7. Section 7 of the CALE	(1987-1989)

GROUP 4:

1. Programming, Planning & Practice (ARE 4.0)	(2008-2018)
2. Site Planning	(1997-2009)
3. Division B (Written and Graphic) of the ARE	(1988-1996)
4. Division B of the ARE	(1983-1987)
5. Professional Examination—Section A	(1979-1982)
6. Qualifying Test E and F	(1977-1978)
7. Equivalency Examination III	(1973-1976)
8. Examination Syllabus D	(1954-1975)
9. Section 8 of the CALE	(1987-1989)

Project Planning & Design (ARE 5.0) is satisfied by successfully completing one examination in each of the following SEVEN groups:

GROUP 1:

- | | |
|--|--------------------------|
| 1. Site Planning & Design (ARE 4.0) | (2008-2018) |
| 2. Site Planning | (1997-2009) ¹ |
| 3. Division B (Written and Graphic) of the ARE | (1988-1996) |
| 4. Division B of the ARE | (1983-1987) |
| 5. Professional Examination—Section A | (1979-1982) |
| 6. Qualifying Test E and F | (1977-1978) |
| 7. Equivalency Examination III | (1973-1976) |
| 8. Examination Syllabus D | (1954-1975) |
| 9. Section 8 of the CALE | (1987-1989) |

GROUP 2:

- | | |
|---|-------------|
| 1. Building Design & Construction Systems (ARE 4.0) | (2008-2018) |
| 2. Building Design/Materials & Methods | (1997-2009) |
| 3. Division H of the ARE | (1983-1996) |
| 4. Professional Examination—Section B, Part III | (1978-1982) |
| 5. Qualifying Test C | (1978-1982) |
| 6. Professional Examination Part III | (1973-1977) |
| 7. Equivalency Examination II | (1974-1976) |
| 8. Examination Syllabus F | (1954-1975) |
| 9. Section 5 of the CALE | (1987-1989) |

GROUP 3:

- | | |
|---|--------------------------|
| 1. Building Design & Construction Systems (ARE 4.0) | (2008-2018) |
| 2. Building Technology | (1997-2009) ² |

3. Division C of the ARE	(1983-1996)
4. Professional Examination—Section A	(1979-1982)
5. Qualifying Test E and F	(1977-1978)
7. Equivalency Examination III	(1973-1976)
8. Examination Syllabus E	(1954-1975)
9. Section 9 of the CALE	(1987-1989)

GROUP 4:

1. Structural Systems (ARE 4.0)	(2008-2018)
2. General Structures	(1997-2009)
3. Division D/F of the ARE	(1988-1996)
4. Divisions D and F of the ARE	(1983-1987)
5. Professional Examination—Section B, Part III	(1979-1982)
6. Qualifying Test B	(1977-1982)
7. Professional Examination Part III	(1973-1978)
8. Equivalency Examination II	(1973-1976)
9. Examination Syllabus G	(1954-1975)

GROUP 5:

1. Structural Systems (ARE 4.0)	(2008-2018)
2. Lateral Forces	(1997-2009)
3. Division E of the ARE	(1983-1996)
4. Professional Examination—Section B, Part III	(1978-1982)
5. Qualifying Test B	(1977-1982)
6. Professional Examination Part III	(1973-1978)
7. Equivalency Examination II	(1973-1976)

8. Examination Syllabus G (1965-1975)

9. Section 2 of the CALE (1987-1989)

GROUP 6:

1. Building Systems (ARE 4.0) (2008-2018)

2. Mechanical & Electrical Systems (1997-2009)

3. Division G of the ARE (1983-1996)

4. Professional Examination—Section B, Part III (1978-1982)

5. Qualifying Test D (1977-1982)

6. Professional Examination Part III (1973-1978)

7. Equivalency Examination II (1973-1976)

8. Examination Syllabus I (1954-1975)

9. Section 4 of the CALE (1987-1989)

GROUP 7:

1. Schematic Design (ARE 4.0) (2008-2018)

2. Building Planning (1997-2009)²

3. Division C of the ARE (1983-1996)

4. Professional Examination—Section A (1979-1982)

5. Qualifying Test E and F (1977-1978)

6. Equivalency Examination III (1973-1976)

7. Examination Syllabus E (1954-1975)

8. Section 9 of the CALE (1987-1989)

Project Development & Documentation (ARE 5.0) is satisfied by successfully completing one examination in each of the following SIX groups:

GROUP 1:

- | | |
|--|-------------|
| 1. Construction Documents & Services (ARE 4.0) | (2008-2018) |
| 2. Construction Documents & Services – ARE 3.1 and prior computer-based versions | (1997-2009) |
| 3. Division I of the ARE | (1983-1996) |
| 4. Professional Examination—Section B, Part IV | (1978-1982) |
| 5. Professional Examination Part IV | (1973-1977) |
| 6. Examination Syllabus H | (1954-1975) |
| 7. Section 6 of the CALE | (1987-1989) |

GROUP 2:

- | | |
|--|-------------|
| 1. Construction Documents & Services (ARE 4.0) | (2008-2018) |
| 2. Building Technology | (1997-2009) |
| 3. Division C of the ARE | (1983-1996) |
| 4. Professional Examination—Section A | (1979-1982) |
| 5. Qualifying Test E and F | (1977-1978) |
| 6. Equivalency Examination III | (1973-1976) |
| 7. Examination Syllabus E | (1954-1975) |
| 8. Section 9 of the CALE | (1987-1989) |

GROUP 3:

- | | |
|---|-------------|
| 1. Building Design & Construction Systems (ARE 4.0) | (2008-2018) |
| 2. Building Design/Materials & Methods | (1997-2009) |
| 3. Division H of the ARE | (1983-1996) |
| 4. Professional Examination—Section B, Part III | (1978-1982) |
| 5. Qualifying Test C | (1978-1982) |

6. Professional Examination Part III	(1973-1977)
7. Equivalency Examination II	(1974-1976)
8. Examination Syllabus F	(1954-1975)
9. Section 5 of the CALE	(1987-1989)

GROUP 4:

1. Structural Systems (ARE 4.0)	(2008-2018)
2. General Structures	(1997-2009)
3. Division D/F of the ARE	(1988-1996)
4. Divisions D and F of the ARE	(1983-1987)
5. Professional Examination—Section B, Part III	(1979-1982)
6. Qualifying Test B	(1977-1982)
7. Professional Examination Part III	(1973-1978)
8. Equivalency Examination II	(1973-1976)
9. Examination Syllabus G	(1954-1975)
10. Section 1 of the CALE	(1989)
11. Sections 1 and 3 of the CALE	(1987-1988)

GROUP 5:

1. Structural Systems (ARE 4.0)	(2008-2018)
2. Lateral Forces	(1997-2009)
3. Division E of the ARE	(1983-1996)
4. Professional Examination—Section B, Part III	(1978-1982)
5. Qualifying Test B	(1977-1982)
6. Professional Examination Part III	(1973-1978)
7. Equivalency Examination II	(1973-1976)

8. Examination Syllabus G (1965-1975)

9. Section 2 of the CALE (1987-1989)

GROUP 6:

1. Building Systems (ARE 4.0) (2008-2018)

2. Mechanical & Electrical Systems (1997-2009)

3. Division G of the ARE (1983-1996)

4. Professional Examination—Section B, Part III (1978-1982)

5. Qualifying Test D (1977-1982)

6. Professional Examination Part II (1973-1978)

7. Equivalency Examination II (1973-1976)

8. Examination Syllabus I (1954-1975)

9. Section 4 of the CALE (1987-1989)

Construction & Evaluation (ARE 5.0) is satisfied by successfully completing one examination in each of the following TWO groups:

GROUP 1:

1. Construction Documents & Services (ARE 4.0) (2008-2018)

2. Construction Documents & Services – ARE 3.1 and prior computer-based versions (1997-2009)

3. Division I of the ARE (1983-1996)

4. Professional Examination—Section B, Part IV (1978-1982)

5. Professional Examination Part IV (1973-1977)

6. Examination Syllabus H (1954-1975)

7. Section 6 of the CALE (1987-1989)

GROUP 2:

1. Construction Documents & Services (ARE 4.0)	(2008-2018)
2. Building Technology	(1997-2009)
3. Division C of the ARE	(1983-1996)
4. Professional Examination–Section A	(1979-1982)
5. Qualifying Test E and F	(1977-1978)
6. Equivalency Examination III	(1973-1976)
7. Examination Syllabus E	(1954-1975)
8. Section 9 of the CALE	(1987-1989)

Programming & Analysis (ARE 5.0) is satisfied by successfully completing one examination in each of the following TWO groups:

GROUP 1:

1. Programming, Planning & Practice (ARE 4.0)	(2008-2018)
2. Pre-Design	(1997-2009)
3. Division A of the ARE	(1983-1996)
4. Professional Examination–Section B, Parts I and II	(1979-1982)
5. Professional Examination Parts I and II	(1973-1978)
6. Examination Syllabus C	(1954-1975)
7. Section 7 of the CALE	(1987-1989)

GROUP 2:

1. Site Planning & Design (ARE 4.0)	(2008-2018)
2. Site Planning	(1997-2009) ¹
3. Division B (Written and Graphic) of the ARE	(1988-1996)
4. Division B of the ARE	(1983-1987)
5. Professional Examination–Section A	(1979-1982)

Appendix F: Mapping of the Current Requirements for Certification to the Proposed Updates

6. Qualifying Test E and F	(1977-1978)
7. Equivalency Examination III	(1973-1976)
8. Examination Syllabus D	(1954-1975)
9. Section 8 of the CALE	(1987-1989)

¹ If you hold a professional degree from a NAAB-accredited program, and you passed the four-part Professional Examination between December 1973 and December 1978, and you were registered on or before March 1, 1979, you need not have passed examinations in Site Planning.

² If you hold a professional degree from a NAAB-accredited program, and you passed the four-part Professional Examination between December 1973 and December 1978, and you were registered on or before March 1, 1979, you need not have passed examinations in Building Planning and Building Technology.