

MEMORANDUM

TO: Member Board Members, Member Board Executives, and Regional Officers

FROM: Sylvia Kwan, FAIA, NCARB, LEED AP, NCARB Secretary

DATE: January 24, 2024

SUBJECT: 2024 Draft Resolutions for Consideration

At the NCARB Board of Directors January 2024 Meeting, the Board voted to move eight resolutions to the membership for discussion and feedback. These eight resolutions will remain as drafts until the Board of Directors' final review in April, when the Board will decide the final content of the resolutions they wish to move forward to the membership for consideration at the June 2024 Annual Business Meeting.

All eight draft resolutions are enclosed in this packet.

Resolution 2024-A 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 resolution would sunset resolutions passed by the membership between 1960-79 related to membership, related organizations, studies, and other miscellaneous topics. Appendix A includes the list of resolutions to be sunset.

Resolution 2024-B would conclude NCARB's efforts to review historical policy resolutions by sunsetting all previously passed policy resolutions that are not reflected in NCARB's current official documents. All current policies set by membership are stated in the *NCARB Bylaws*, *NCARB Model Law and Regulations*, *NCARB Model Rules of Conduct*, and the requirements for NCARB certification, which NCARB's Member Boards continue to vote on today. This resolution would not impact policies set by the NCARB Board of Directors.

Resolution 2024-C would retire the existing Mutual Recognition Agreement (MRA) between NCARB and our counterparts in Australia and New Zealand and replace it with a new MRA. The new MRA would eliminate post-licensure experience requirements as qualifications and allow acceptance of pathways

outside of the standard path to NCARB certification. Appendix B includes the proposed MRA.

Resolution 2024-D would have membership ratify a new MRA between NCARB and Taiwan's National Association of Architects (NAA), R.O.C. The MRA recognizes the correlation of competency requirements at licensure between NCARB and NAA and allows acceptance of pathways outside of the standard path to NCARB certification. Appendix C includes the proposed MRA.

Resolution 2024-E would amend the existing MRA between NCARB and our counterparts in Canada and Mexico. The amended MRA would reduce post-licensure experience requirements and accept work in the host country as evidence of competency, among other changes. Appendix D includes the amended MRA and Appendix E includes a markup of changes to the existing MRA.

Resolution 2024-F would streamline the current *Model Regulations* requirement of completing an approved education program or being enrolled in an Integrated Path to Architectural Licensure (IPAL) option as a qualifier for exam eligibility, instead requiring a high school diploma or the equivalent. This change aligns with the entry requirement for NCARB's experience program, as well as NCARB's efforts to increase access to the exam.

Resolution 2024-G would amend the current Certificate requirement for Board of Directors (BOD) positions. Currently, all architect members of the BOD are required to hold the NCARB Certificate. The Credentials Committee recommends that only architect members in officer positions be required to hold the Certificate.

Resolution 2024-H would realign the structure of NCARB's regions, creating five equal regions of 11 jurisdictions. The updated structure provides greater jurisdictional parity, as well as closer parity regarding registered architects and Member Board Members, among regions. It also maintains the current value of regions regarding leadership development and smaller group discussion forums. The Regional Realignment Work Group developed this recommendation after reviewing relevant data sets and soliciting member feedback and input.

Next Steps

We hope that you will take the time to review and discuss these draft resolutions with your fellow board members. We look forward to receiving your feedback and answering questions during the upcoming Regional Summit. Again, these

drafts will undergo further discussion by the Board in April. At that time the Board will review Member Board feedback in determining the final composition of resolutions they determine should be forwarded for a membership vote at the June Annual Business Meeting.

In the interim, please feel free to contact me at secretary@ncarb.org if you have any questions or would like to discuss further.



NCARB

DRAFT
Resolutions
to be Acted Upon at the
2024 Annual Business Meeting

JANUARY 2024

National Council of Architectural Registration Boards
1401 H Street NW, Suite 500
Washington, DC 20005
202/783-6500
www.ncarb.org

Draft Resolutions to be Acted Upon at the 2024 NCARB Annual Business Meeting

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FY24 Draft Resolutions Overview

At the January Board of Directors Meeting, the Board reviews proposed resolutions and determines which resolutions they would like to move forward to the membership for consideration. These resolutions are still considered drafts and are shared with Member Boards and Regions so they can provide feedback at the Regional Summit each spring. The Board will make final decisions on which resolutions to put forward at the Annual Business Meeting at the April Board Meeting.

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

Resolution 2024-A: Omnibus Sunset of Resolutions in Conflict With Current Council Policies

As a follow-up to Resolution 2021-06, NCARB is reviewing all previously passed resolutions to see if others should be sunset. This resolution includes a final batch of policy resolutions passed between 1960-1979 related to membership, related organizations, studies, and other miscellaneous topics. Appendix A includes the list of resolutions.

Strategic Plan Objective:  Stakeholder Systems, Tools, and Resources

Resolution 2024-B: Omnibus Sunset of Remaining Resolutions in Conflict With Current Council Policies

This resolution would conclude NCARB's review of previously passed policy resolutions by sunsetting all policy resolutions previously passed by membership that are not reflected in NCARB's current official documents. All current policies are reflected in the *NCARB Bylaws*, *NCARB Model Law and Regulations*, *NCARB Model Rules of Conduct*, and the requirements for NCARB certification, which the membership continues to vote on today.

Strategic Plan Objective:  Stakeholder Systems, Tools, and Resources

Resolution 2024-C: New Mutual Recognition Agreement With the Architects Accreditation Council of Australia (AACA) and the New Zealand Registered Architects Board (NZRAB)

This resolution would replace the existing Mutual Recognition Agreement (MRA) between NCARB, AACA, and NZRAB. The new MRA would eliminate post-licensure experience requirements as a qualification and allow acceptance of pathways outside of the standard path to NCARB certification. Appendix B includes the proposed MRA.

Strategic Plan Objective:  Program and Service Excellence

Resolution 2024-D: Mutual Recognition Agreement with the National Association of Architects, R.O.C. (NAA)

This resolution has the membership ratify an MRA developed between NCARB and Taiwan's National Association of Architects, R.O.C. (NAA). The MRA recognizes the significant correlation of competency requirements at licensure between NCARB and NAA and allows acceptance of pathways outside of the standard path to NCARB certification. Appendix C includes the proposed MRA.

Strategic Plan Objective:  Program and Service Excellence

Resolution 2024-E: Tri-National Mutual Recognition Agreement for International Practice – Amendment

This resolution would amend the existing MRA between NCARB, the Comité Mexicano para la Práctica Internacional de la Arquitectura (COMPIAR), and the Regulatory Organization of Architecture in Canada (ROAC). The amended MRA would reduce post-licensure experience requirements and accept work in the host country as evidence of competency, among other changes. Appendix D includes the amended MRA and Appendix E includes a markup of changes to the existing MRA.

Strategic Plan Objective:



Program and Service Excellence

Resolution 2024-F: NCARB Model Law and Regulations Amendment – Examination Eligibility Updates

This resolution streamlines the current *Model Regulations* requirement of completing an approved education program or being enrolled in IPAL as a qualifier for exam eligibility to a high school diploma or equivalent. This change aligns with NCARB's efforts to encourage additional education pathways into the profession and increases access to the exam.

Strategic Plan Objective:



Program and Service Excellence

Resolution 2024-G: NCARB Bylaws Amendment – Update to Certificate Requirement for Board of Director Positions

This resolution would amend the current Certificate requirement for Board of Director (BOD) positions. Currently, all architect members of the BOD are required to hold the Certificate. The Credentials Committee recommends that only architect members in officer positions be required to hold the Certificate.

Strategic Plan Objective:



Future-Focused Research and Development

Resolution 2024-H: NCARB Bylaws Amendment – NCARB Regions

This resolution would realign the structure of NCARB's regions, creating five equal regions of 11 jurisdictions. The updated structure provides greater parity among regions while maintaining the current value of regions. The Regional Realignment Work Group based this recommendation off member feedback and input.

Strategic Plan Objective:



Future-Focused Research and Development

Strategic Plan Objective:  Stakeholder Systems, Tools, and Resources

RESOLUTION 2024-A

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

SUBMITTED BY: Council 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 with current NCARB policies and are appropriate to sunset; and

WHEREAS, the Policy Advisory Committee has reviewed a batch of resolutions from 1960-1979 related to membership, related organizations, studies, and other miscellaneous topics; 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 the 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 A:

- Resolution 1975-23: Lateral Forces
- Resolution 1973-01: Adherence to Accepted Actions
- Resolution 1972-10: Approval for Board of Directors to Join in Council
- Resolution 1971-08: Board Resolution on Firm Names
- Resolution 1962-01: Annual Meeting Agenda
- Resolution 1961-13: Engineer and Architect Registration Laws
- Resolution 1961-14: Service on NCARB Committees
- Resolution 1960-08: Collateral Attendance at NCARB Conventions

FURTHERED RESOLVED, that upon the approval of the foregoing resolution by a majority of the Council Member Boards, such resolution will become effective July 1, 2024.

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.

Sunsetting these policies ensures that current policies live in current membership documents or other regularly reviewed Board policies.

This year, the committee has reviewed resolutions dating back to 1960 that have been categorized as membership, related organizations, studies, or miscellaneous policies. Additional resolutions to clean up NCARB policies have occurred over several years as the Council works to develop a more user-friendly resolution archive.

ADVOCATES:

Policy Advisory Committee

- Chair: Stacy Krumwiede, North Dakota Member Board Executive
- Linda Alfson Schemmel, AIA, NCARB
- Nathan Baker, NCARB, AIA, Oklahoma Member Board Member
- Greg Durrell, AIA, NCARB, NOMA
- Tian Feng, FAIA, FCSI, California Member Board Member
- Thomas D. Lonardo, RA, NCARB, Rhode Island Member Board Member
- Edward W. Tucker, FAIA, NCARB, West Virginia Member Board Member

RESOURCES:

- Appendix A: NCARB Policy Resolutions to Sunset: 1960-1979, Part 2

Strategic Plan Objective:

Stakeholder Systems, Tools, and Resources

RESOLUTION 2024-B**TITLE:** Omnibus Sunset of Remaining Resolutions in Conflict With Current Council Policies**SUBMITTED BY:** Council 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 with current NCARB policies and are appropriate to sunset; and

WHEREAS, the Policy Advisory Committee has discussed policy resolutions passed before 1960 and any other policies that may have been passed by membership not previously 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 the Resolution.

NOW, THEREFORE, IT IS HEREBY:

RESOLVED, that all policies and resolutions related to finances, records, processes, experience, NCARB Certification, continuing education, membership, related organizations/professions, and other miscellaneous topics that are not incorporated in current official NCARB documents, including, without limitation, the *NCARB Bylaws*, *Certification Guidelines*, *Model Law and Regulations*, *Model Rules of Conduct*, and official NCARB Board of Directors policies hereby are rescinded and otherwise deemed inactive. Without limiting the generality of this resolution, this resolution expressly rescinds all resolutions passed before 1960;

FURTHERED RESOLVED, that upon the approval of the foregoing resolution by a majority of the Council Member Boards, such resolution will become effective July 1, 2024.

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. Sunsetting these policies ensures that current policies live in current membership documents or other regularly reviewed Board policies.

This year, the committee finished reviewing resolutions passed after 1960 (see Resolution 2024-A), when the Council had begun clearly documenting membership actions. While historical records exist for membership meetings before 1960, the intent and final action are not always clear in earlier transcripts, and membership did not follow processes similar to those we use today to offer or amend actions. As all important actions from pre-1960 would have been incorporated in the NCARB *Bylaws*, *NCARB Model Law and Regulations*, *NCARB Model Rules of Conduct*, and the requirements for NCARB certification, which the membership continues to vote on today, the committee recommends that the best path forward is to sunset all remaining policies previously passed by the membership that have not been previously reviewed. The membership has already taken similar actions related to policies related to examination (Resolution 2022-03) and education (Resolution 2023-02). In addition, the Council is working to develop a more user-friendly resolution archive that will eventually capture all previous actions.

ADVOCATES:

Policy Advisory Committee

- Chair: Stacy Krumwiede, North Dakota Member Board Executive
- Linda Alfson Schemmel, AIA, NCARB
- Nathan Baker, NCARB, AIA, Oklahoma Member Board Member
- Greg Durrell, AIA, NCARB, NOMA
- Tian Feng, FAIA, FCSI, California Member Board Member
- Thomas D. Lonardo, RA, NCARB, Rhode Island Member Board Member
- Edward W. Tucker, FAIA, NCARB, West Virginia Member Board Member

Strategic Plan Objective:

Program and Service Excellence

RESOLUTION 2024-C

TITLE: New Mutual Recognition Agreement With the Architects Accreditation Council of Australia (AACAA) and the New Zealand Registered Architects Board (NZRAB)

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 Australia and New Zealand is significantly similar to the process to obtain licensure in the United States insofar as applicants satisfy prescribed competencies required for licensure/registration; and

WHEREAS, the International Qualifications Evaluation Committee composed of education, experience, and examination subject-matter experts has thoroughly assessed the competencies required for licensure set by AACAA and NZRAB in Australia and New Zealand, respectively, and determined significant correlation exists between the competency requirements in Australia and New Zealand and the United States; and

WHEREAS, this correlation between competency requirements has already been recognized by NCARB's membership through the existing Mutual Recognition Agreement; and

WHEREAS, staff representatives from NCARB, the Architects Accreditation Council of Australia (AACAA), and the New Zealand Registered Architects Board (NZRAB) have successfully negotiated a revised agreement that is mutually satisfactory to the leadership of each organization; and

WHEREAS, pursuant to the *NCARB Bylaws*, Article V, Section 12, all written international and/or foreign agreements entered into by the Council shall be subject to ratification by a majority vote of the Member Boards (28 votes) at an Annual Business Meeting.

NOW, THEREFORE, IT IS HEREBY:

RESOLVED, that the existing Mutual Recognition Arrangement between the National Council of Architectural Registration Boards (NCARB), representing the 55 architectural registration boards of the United States, the Architects Accreditation Council of Australia (AACAA), representing Australia, and the New Zealand Registered Architects Board (NZRAB), representing New Zealand, be terminated as of the effective date of the new Mutual Recognition Agreement, and the new Mutual Recognition Agreement be and hereby is ratified and approved as published in Appendix B in these resolutions.

FURTHER RESOLVED, that upon the approval of this resolution by a majority of the Council Member Boards, the new Mutual Recognition Agreement will become effective no earlier than 60 calendar days after the execution of the Agreement.

FINANCIAL IMPACT:

- No financial impact.

SPONSORS' STATEMENT OF SUPPORT:

The proposed *new* Mutual Recognition Agreement (MRA) between NCARB and the Architects Accreditation Council of Australia (AACA) and the New Zealand Registered Architects Board (NZRAB) continues the opportunities of U.S. architects, enabling them to establish professional contacts, seek work, and perform services as a registered architect in Australia's eight states and New Zealand. This new MRA is in its final form and will be signed by NCARB, AACA, and NZRAB following ratification by the Member Boards. Once the MRA is approved and signed by all parties, it will become effective late in 2024 (but no earlier than 60 days after it is signed by all parties). Thereafter, all Member Boards may grant licensure to NCARB Certificate holders from the Australia and New Zealand who are 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 AACA and NZRAB 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 longstanding MRAs with the Regulatory Organizations of Architecture in Canada (ROAC, formerly the Canadian Architectural Licensing Authorities or CALA) and the Consejo Nacional de Registro del la Certificacion Profesional. In 2016, NCARB expanded international opportunities for Certificate holders through our MRA with AACA and NZRAB. In 2023, NCARB expanded these opportunities for Certificate holders through our MRA with the Architects Registration Board in the United Kingdom.

The terms of this Agreement are derived from NCARB's current Arrangement with AACA and NZRAB and are strongly founded on the alignment of the competency requirements at licensure of our respective organizations. The International Qualification Evaluation Committee (IQEW) was charged to perform the comparative analysis of competency requirements at licensure between NCARB and AACA/NZRAB. Through the substantial analysis, the IQEW found significant correlation between the required professional competencies for practice and the way those competencies are established and assessed between our organizations.

The detailed comparative analysis conducted by the IQEW identified that:

- All eight NAAB program criteria and six student criteria were covered at least once across the AACA's 2021 National Standard of Competency for Architects (NSCA)

Performance Criteria. [Note that NZRAB utilizes the AACA's NSCA as their requirement]

- All 96 Architectural Experience Program® (AXP®) tasks were covered at least once across the AACA's 2021 NSCA Performance Criteria.
- All 91 Architect Registration Examination® (ARE®) assessment objectives were covered at least once across the AACA's 2021 NSCA Performance Criteria.

Based on their analysis, the review team found that a rigorous and standardized registration process is in place in Australia and New Zealand that parallels NCARB's education, experience, and assessment of competency. The Australian and New Zealand paths are structured somewhat differently from NCARB's path; however, the IQEW is confident that an equivalent level of competence is required of the architect at the point of licensure/registration.

The IQEW's comprehensive review supported a recommendation to the Board to re-negotiate based on the following:

- NCARB's focus on equity, diversity, and inclusion in the profession, and
- Proof of current and valid licensure/registration in good standing from the home authority, and
- Elimination of post licensure experience requirements as a qualification for mutual recognition, and
- Acceptance of NCARB's *Alternative Requirements for Certification of an Architect Licensed in a U.S. Jurisdiction* as defined in the *NCARB Certification Guidelines*, and
- Acceptance of NCARB's *Requirements for Certification of an Architect Credentialed by a Foreign Registration Authority* as defined in the *NCARB Certification Guidelines*.

NCARB's International Relations team, 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 differences and demonstrates 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 National Architectural Accrediting Board (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 were successful that NCARB-certified architects will be allowed to seek registration in Australia and New Zealand—an "all-inclusive" approach. Each alternative means by which to obtain NCARB certification was presented and discussed in detail. The AACA and

NZRAB then independently reviewed and assessed the certification alternatives, as well as Foreign Architect Path and NCARB's existing MRAs.

- The *Alternatives Requirements for Certification of a U.S. Architect* were considered and accepted. This includes the two Education Alternative paths—Two Times AXP and the NCARB Certificate Portfolio.
- The *Requirements for Certification of an Architect Credentialed by a Foreign Registration Authority* were considered and accepted.
- Licensure/registration of an applicant who obtained licensure/registration in the home country through an MRA was discussed but found unacceptable by the AACA Board of Directors. This is consistent with the current MRA.

Respectively, this Agreement accepts the additional pathways for registration of architects by the AACA and NZRAB. Each alternative means by which to obtain registration by AACA and NZRAB were presented and discussed in detail. These alternatives were shared with the IQEW and reviewed and assessed. The IQEW recommended acceptance of their additional paths, with exception of those registered through an MRA.

The credible standards and consistent expectations for initial licensure/registration developed over many years, supported by strong regulatory procedures, have enabled NCARB, AACA, and NZRAB to benefit from our existing MRA since 2016. This Agreement continues the respect for each country's well-established, rigorous path to licensure rather than dissecting the individual components.

ADVOCATES:

Policy Advisory Committee

- Chair: Stacy Krumwiede, North Dakota Member Board Executive
- Linda Alfson Schemmel, AIA, NCARB
- Nathan Baker, NCARB, AIA, Oklahoma Member Board Member
- Greg Durrell, AIA, NCARB, NOMA
- Tian Feng, FAIA, FCSI, California Member Board Member
- Thomas D. Lonardo, RA, NCARB, Rhode Island Member Board Member
- Edward W. Tucker, FAIA, NCARB, West Virginia Member Board Member

International Qualifications Evaluation Workgroup

- Terance B. White, AIA, NCARB
- Mark Flemming, Maryland Member Board Member
- Patricia Joseph, AIA, NCARB, NOMA
- Dmitriy Kazakov
- Mark R. McKechnie, AIA NCARB
- Juan Javier Riestra, AIA, NCARB, LEED AP BD+C

RESOURCES:

- Appendix B: Mutual Recognition Agreement Between the National Council of Architectural Registration Boards and the Architects Accreditation Council of Australia and the New Zealand Registered Architects Board

DRAFT

Strategic Plan Objective:



Program and Service Excellence

RESOLUTION 2024-D

TITLE: Mutual Recognition Agreement with the National Association of Architects, R.O.C. (NAA)

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 Republic of China, Taiwan [R.O.C. (Taiwan)] is significantly similar to the process to obtain licensure in the United States insofar as applicants satisfy prescribed competencies required for licensure/registration; and

WHEREAS, the International Qualifications Evaluation Committee composed of education, experience, and examination subject-matter experts has thoroughly assessed the competencies required for licensure set by the NAA and determined significant correlation exists between the competency requirements in Taiwan and the United States; and

WHEREAS, staff representatives from NCARB and the NAA have successfully negotiated an agreement that is mutually satisfactory to the leadership of each organization; and

WHEREAS, pursuant to the *NCARB Bylaws*, Article V, Section 12, 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 the NAA (representing Taiwan), be and hereby is ratified and approved as published in Appendix C in these resolutions.

FURTHER RESOLVED, that upon the approval of this resolution by a majority of the Council Member Boards, the Mutual Recognition Agreement will become effective no earlier than 60 calendar days after the execution of the Agreement.

FINANCIAL IMPACT:

- No financial impact.

SPONSORS' STATEMENT OF SUPPORT:

The proposed Mutual Recognition Agreement (MRA) between NCARB and the National Association of Architects, R.O.C. (Taiwan) (NAA) continues the opportunities of U.S. architects, enabling them to establish professional contacts, seek work, and perform services as a registered architect in Taiwan. This MRA is in its final form and will be signed by NCARB and NAA following ratification by the Member Boards. Once the MRA is approved and signed by all parties, it will become effective late in 2024 (but no earlier than 60 days after it is signed by all parties). Thereafter, all Member Boards may grant licensure to NCARB Certificate holders from Taiwan, who are 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 NAA 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 MRAs with the Regulatory Organizations of Architecture in Canada (ROAC, formerly the Canadian Architectural Licensing Authorities or CALA) and the Consejo Nacional de Registro del la Certificacion Profesional. In 2016, NCARB expanded international opportunities for Certificate holders through our MRA with the Architects Accreditation Council of Australia (AACA) and the New Zealand Registered Architects Board (NZRAB). In 2023, NCARB expanded these opportunities for Certificate holders through our MRA with the Architects Registration Board in the United Kingdom.

The terms of this Agreement are derived from NCARB's proposed new Agreement with AACA and NZRAB and are strongly founded on the alignment of the competency requirements at licensure of our respective organizations. The International Qualification Evaluation Committee (IQEW) was charged to perform the comparative analysis of competency requirements at licensure between NCARB and NAA. Through the substantial analysis, the IQEW found significant correlation between the required professional competencies for practice and the way those competencies are established and assessed between our organizations.

The detailed comparative analysis conducted by the IQEW identified that:

- All eight NAAB program criteria and six student criteria were covered at least once across the Architects Act defined by the R.O.C. Ministry of the Interior.
- All 96 Architectural Experience Program® (AXP®) tasks were covered at least once across the Architects Act defined by the R.O.C. Ministry of Interior.

- All 91 Architect Registration Examination® (ARE®) assessment objectives were covered at least once across the Architects Act defined by the R.O.C. Ministry of the Interior.

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

The IQEW's comprehensive review supported a recommendation to the Board to negotiate based on the following:

- NCARB's focus on equity, diversity, and inclusion in the profession, and
- Proof of current and valid licensure/registration in good standing from the home authority, and
- Acceptance of NCARB's *Alternative Requirements for Certification of an Architect Licensed in a U.S. Jurisdiction* as defined in the *NCARB Certification Guidelines*, and
- Acceptance of NCARB's *Requirements for Certification of an Architect Credentialed by a Foreign Registration Authority* as defined in the *NCARB Certification Guidelines*.

NCARB's International Relations team, 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 differences and demonstrates 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 National Architectural Accrediting Board (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 were successful that NCARB-certified architects will be allowed to seek registration in Taiwan—an "all-inclusive" approach. Each alternative means by which to obtain NCARB certification was presented and discussed in detail. The NAA then independently reviewed and assessed the certification alternatives, as well as Foreign Architect Path and NCARB's existing MRAs.

- The *Alternatives Requirements for Certification of a U.S. Architect* were considered and accepted. This includes the two Education Alternative options—Two Times AXP and the NCARB Certificate Portfolio.
- The *Requirements for Certification of an Architect Credentialed by a Foreign Registration Authority* were considered and accepted.
- Licensure/registration of an applicant who obtained licensure/registration in the home country through an MRA was discussed but found unacceptable by the NAA. This is consistent across NCARB's current MRAs.

NAA has one alternative education path for specific architecture programs abroad that was considered and accepted. Architects must still complete NAA's experience and examination components.

The credible standards and consistent expectations for initial licensure/registration developed over many years, supported by strong regulatory procedures, have enabled NCARB and NAA to negotiate this Agreement. This Agreement recognizes and respects each country's well-established, rigorous path to licensure rather than dissecting the individual components.

ADVOCATES:

Policy Advisory Committee

- Chair: Stacy Krumwiede, North Dakota Member Board Executive
- Linda Alfson Schemmel, AIA, NCARB
- Nathan Baker, NCARB, AIA, Oklahoma Member Board Member
- Greg Durrell, AIA, NCARB, NOMA
- Tian Feng, FAIA, FCSI, California Member Board Member
- Thomas D. Lonardo, RA, NCARB, Rhode Island Member Board Member
- Edward W. Tucker, FAIA, NCARB, West Virginia Member Board Member

International Qualifications Evaluation Workgroup

- Terance B. White, AIA, NCARB
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RESOURCES:

- Appendix C: Mutual Recognition Agreement Between the National Council of Architectural Registration Boards and the National Association of Architects, R.O.C. (NAA)

Strategic Plan Objective:

Program and Service Excellence

RESOLUTION 2024-E**TITLE:** Tri-National Mutual Recognition Agreement for International Practice – Amendment**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 Tri-National Mutual Recognition Agreement for International Practice (MRA) was signed in 2005 by the national representatives of the National Council of Architectural Registration Boards (NCARB); Comité Mexicano para la Práctica Internacional de la Arquitectura (COMPIAR) comprising the Federación de Colegios de Arquitectos de la República Mexicana (FCARM), the Consejo Nacional de Registro de Certificación (CONARC), and the Asociación de Instituciones de Enseñanza de la Arquitectura de la República Mexicana (ASINEA); Committee of Canadian Architectural Councils (CCAC) [later called the Canadian Architectural Licensing Authorities (CALA) and now called the Regulatory Organization of Architecture in Canada (ROAC)], and amended in 2010; and

WHEREAS, all parties recognize that differences among the standards and processes for licensing/registering architects in the Domestic Jurisdiction of Mexico, the United States, and Canada must be duly respected and appropriately addressed; and

WHEREAS, the Council for Tri-National Practice of Architecture (CTPA) was established in the MRA to facilitate the implementation of the agreement and monitor the Tri-National processes in an effective and nondiscriminatory manner; and

WHEREAS, members of the CTPA and organizations' staff have identified specific regulatory and implementation challenges in the existing MRA based on professional standards of care and reasonable regulation today; and

WHEREAS, staff representatives from NCARB, the Regulatory Organization of Architecture in Canada (ROAC, formerly CALA), COMPIAR, FCARM, and ASINEA have successfully negotiated necessary modifications to the Agreement that are mutually satisfactory to the leadership of each organization; and

WHEREAS, pursuant to the *NCARB Bylaws*, Article V, Section 12, 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 Amendment to the Tri-National Mutual Recognition Agreement for International Practice between the National Council of Architectural Registration Boards (NCARB), Comité Mexicano para la Práctica Internacional de la Arquitectura (COMPIAR) comprising the Federación de Colegios de Arquitectos de la República Mexicana (FCARM) and the Consejo Nacional de Registro de Certificación (CONARC) and the Asociación de Instituciones de Enseñanza de la Arquitectura de la República Mexicana (ASINEA); and the Regulatory Organizations of Canada (ROAC), be and hereby is ratified and approved as published in Appendix D in these resolutions.

FURTHER RESOLVED, that upon the approval of this resolution by a majority of the Council Member Boards, the amended Agreement will become effective no earlier than 60 calendar days after the execution of the Amendment.

FINANCIAL IMPACT:

- No financial impact.

SPONSORS' STATEMENT OF SUPPORT:

The proposed amendment to the Tri-National Mutual Recognition Agreement for International Practice between NCARB, COMPIAR, and ROAC continues the opportunities of U.S. architects, enabling them to establish professional contacts, seek work, and perform services as a registered architect in Mexico and Canada. This Amendment is in its final form and will be signed by NCARB, COMPIAR, and ROAC following ratification by the Member Boards. Once the Amendment is approved and signed by all parties, it will become effective late in 2024 (but no earlier than 60 days after it is signed by all parties). Thereafter, all Member Boards may grant licensure to NCARB Certificate holders from Mexico and Canada who are certified through the requirements of the MRA.

To streamline implementation and ease the burden of participation on Member Boards, this resolution seeks to eliminate the requirement for participating Member Boards to sign a Letter of Undertaking and become party to the MRA, as has been required previously. Instead, following discussion with each Member Board, NCARB will inform COMPIAR and ROAC 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 will have more opportunity to expand their practices through all of North America due to our long-standing Mutual Recognition Agreement (MRA) with ROAC, formerly CALA, and COMPIAR.

The Council for Tri-National Practice of Architecture's (CTPA) comprehensive review supported a recommendation to the Board to amend the Tri-National MRA based on the following:

- NCARB's focus on equity, diversity, and inclusion in the profession, and
- Proof of current and valid licensure/registration in good standing from the home authority, and

- Reduction of years of post-licensure experience requirements in the home country as a qualification for mutual recognition.

NCARB's International Relations team, entrusted to negotiate the detailed requirements of the amendment on behalf of NCARB, began with recognition of the trust that has been solidified between organizations and the individuals involved over more than 20 years. This understanding recognizes the significance in international discussions to put aside any organizational differences and demonstrates a commitment of esteem for and professional equity between organizations.

The credible standards and consistent expectations for initial licensure/registration developed over many years, supported by strong regulatory procedures, have enabled NCARB, COMPIAR, and ROAC to benefit from our existing MRA since 2005. This amendment continues the respect for each country's well-established, rigorous path to licensure rather than dissecting the individual components.

ADVOCATES:

Policy Advisory Committee

- Chair: Stacy Krumwiede, North Dakota Member Board Executive
- Linda Alfson Schemmel, AIA, NCARB
- Nathan Baker, NCARB, AIA, Oklahoma Member Board Member
- Greg Durrell, AIA, NCARB, NOMA
- Tian Feng, FAIA, FCSI, California Member Board Member
- Thomas D. Lonardo, RA, NCARB, Rhode Island Member Board Member
- Edward W. Tucker, FAIA, NCARB, West Virginia Member Board Member

RESOURCES:

- Appendix D: Tri-National Mutual Recognition Agreement for International Practice
- Appendix E: Tri-National Mutual Recognition Agreement for International Practice With Strikethrough

Strategic Plan Objective:



Program and Service Excellence

RESOLUTION 2024-F

TITLE: NCARB *Model Law and Regulations* Amendment – Examination Eligibility Updates

SUBMITTED BY: NCARB Board of Directors

WHEREAS, the Board of Directors charged the Examination Committee to review exam eligibility language in *NCARB Model Law and Regulations* and propose changes to the Board of Directors that address improved examination access; and

WHEREAS, the Examination Committee, upon such evaluation, has determined that certain updates to the *NCARB Model Law and Regulations* will remove impediments that limit exam access while not impacting the rigor of licensure; 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 specific in this resolution; and

WHEREAS, prior to implementing the changes to the *NCARB Model Law and Regulations*, the Council Board of Directors must adopt a resolution recommending such changes and submit the proposed changes to the Council Member Boards for approval.

NOW, THEREFORE, IT IS HEREBY:

RESOLVED, that *NCARB Model Law and Regulations* be revised as indicated below:

R301.1 Education [*excerpt below, no change to this section*]

- 1) An Applicant shall complete an Approved Educational Program, or its equivalent as described herein, to obtain an initial License ...

R301.2 Experience [*excerpt below, no change to this section*]

An Applicant shall successfully complete the Approved Experience Program to obtain an initial License ...

R301.3 Examination [*excerpt below, recommended changes as noted*]

- 1) An Applicant shall pass the Approved Examination in accordance with the NCARB standards current at the time the Applicant took the Approved Examination to obtain an initial License ...
- 2) To qualify for the Approved Examination, an Applicant shall present satisfactory evidence to the Board of one of the following:

- a. An architecture degree from an Approved Education Program; or
 - b. Active enrollment in a NCARB-accepted Integrated Path to Architectural Licensure (IPAL) option within an Approved Educational Program.
- a. Graduation from high school; or
 - b. Completion of a state or federally recognized high school equivalency program.

FURTHER RESOLVED, that upon the approval of this resolution by an absolute majority vote of the Council Member Boards, such changes will become effective July 1, 2024.

FINANCIAL IMPACT: None

SPONSORS' STATEMENT OF SUPPORT:

As part of NCARB's ongoing efforts to identify unnecessary impediments along the path to licensure, the Examination Committee was tasked with reviewing *NCARB Model Law & Regulations* to propose changes that would improve exam access. During this evaluation, NCARB published the *Statement Endorsing Multiple Paths to Licensure*. It became apparent that the current model regulation language tying exam access to the completion of a post-secondary degree creates an unnecessary impediment to one pursuing licensure who may have valuable experience and knowledge before degree completion.

Adjustment of the model law language to allow for broader exam access is a crucial component of the ongoing development of a framework for multiple paths to licensure. It's also an important step toward furthering NCARB's commitment to dismantling inequities within its programs, policies, and systems, as described in NCARB's *Policy on Diversity and Inclusion* and other ongoing diversity, equity, and inclusion (DEI) initiatives. It is critical to note that a change to exam access in no way impacts the education, experience, or examination requirements for licensure; this remains the purview of each jurisdiction. **This change to Model Law represents a desired increase in exam access** to all who may want to begin testing on the ARE when they feel prepared to do so, regardless of educational degree attainment.

Exam Access Today

The Examination Committee began its work by noting the variety of exam eligibility requirements among NCARB jurisdictions, all of which allow candidates to be successful. While many jurisdictions require completion of a NAAB-accredited program prior to awarding exam eligibilities, others accept a combination of education and/or experience, and six have no eligibility requirement at all.

Additionally, candidates enrolled in Integrated Path to Architectural Licensure (IPAL) programs are given the ability to receive exam access prior to completing their education requirement. This opportunity allows for candidate flexibility in deciding when to complete the exam component of licensure. Recent IPAL data show that candidates who test prior to education completion do so only after completing an appropriate amount of experience, indicating that this early exam access combined with candidate empowerment leads to candidates making informed decisions about when they are prepared to test.

Proposed Exam Access: Impact to Member Boards

The committee's recommendation to allow exam eligibility upon completion of high school or equivalent would streamline eligibility verification and create a more straightforward process for Member Boards and candidates in those jurisdictions that adopt this change. Currently, there is a noticeable percentage of candidates who initially apply for exam eligibilities in less-restrictive jurisdictions, then seek to switch their exam eligibilities to their desired jurisdiction upon completion of the education requirement. As more jurisdictions adopt this change to exam eligibility rules, candidates will be less likely to transfer into a jurisdiction during the end stages of their licensure process, providing a benefit to Member Boards by reducing this aspect of administrative candidate support.

Proposed Exam Access: Empowering and Supporting Candidates

The committee agreed that being more inclusive about who is allowed to take the exam is best accomplished by increasing candidate access to the exam. The committee determined, after vigorous discussion, that **differences in how, when, and where candidates gain knowledge should not be a barrier to exam access**; what matters is that they have the necessary knowledge to successfully demonstrate competence on the exam. Recent exam data show that 95% of candidates finish an AXP experience area prior to taking the ARE division in that area, indicating that candidates value their work experience as part of their exam preparation.

Taking the exam prior to earning a post-secondary degree may not be the right choice for all candidates, but the Committee imagines it may be the right choice for some:

- a candidate who worked in engineering, construction, or another building-related field after completing high school, and is now interested in pursuing a career in architecture
- a candidate who is working in the architecture profession and is unable to afford or attend fulltime higher education, but can afford or allow time to take an exam division
- a candidate with a two-year architectural degree from a community college and is prepared to start testing

The committee also discussed the concerns of unprepared candidates and resulting failure frustrations but noted that NCARB's recent release of free, scored practice exams allows candidates to measure their exam readiness at no cost. Other existing exam resources on NCARB's website, along with the ARE 5.0 Community, Licensing Advisors, and AXP supervisors, provide candidates with additional guidance and support while maintaining the rigor and integrity of the exam. This empowers candidates to test when they are ready to be successful. Updating *NCARB Model Law and Regulations* to allow for greater access similarly gives candidates agency to determine their own exam readiness.

Proposed Exam Access: Benefits for the Profession

As noted in the October 2023 NCARB Statement Endorsing Multiple Paths to Licensure, **"Rethinking the licensure path as concurrent rather than sequential provides an option for those interested in reducing the time to licensure."** In addition, the opportunity to take the exam, detached from an education requirement, is one way to "eliminate the ... fiscal impediment attached to a single path ..." Finally, earlier access to exam content, the testing preparation process, and the NCARB community of Licensing Advisors,

AXP supervisors, and NCARB staff will help candidates better understand appropriate actions of a licensed professional beyond the approach used in their current workplace.

Summary

This change to *NCARB Model Law and Regulations* does not discount the traditional path that begins with a post-secondary degree, nor does it diminish the rigor and integrity of the exam. Candidates will still be required to start their NCARB Record, demonstrating an entry level of commitment to the profession. This change maintains jurisdictional control over licensing and only impacts exam access; there is no change to jurisdictional requirements to complete education, experience, and examination. Aligning exam eligibility rules with the “many paths/one goal” concept endorsed by NCARB’s Board of Directors will provide candidates with improved access to the exam, create a more equitable and inclusive path toward licensure, and maintain appropriate protection of public health, safety, and welfare.

ADVOCATES:

FY24 Examination Committee

- Chair: Coffee Polk, AIA, NCARB, LEED AP
- Pedro L. Alfaro, RA, SAP, CAAPPR, Puerto Rico Member Board Member
- Chuck Barlow, AIA, NCARB, Mississippi Member Board Member
- Celestia Carson, AIA, LEED AP, Utah Member Board Member
- Beth Chenette, Vermont Member Board Member
- Shannon L. DeFranza, AIAS, Assoc. AIA, NOMA
- Tiho Dimitrov, AIA
- Bobbi Jo Hepper Olson, NCARB, AIA, North Dakota Member Board Member
- J. Brent Lance, AIA, NCARB, LEED AP
- Richard H. McNeel, NCARB, AIA, LEED AP, IIDA, Mississippi Member Board Member
- Jessica O’Donnell, AIA, NCARB
- Michael Samuelian, FAIA, AICP, New York Member Board Member
- Anuya Sant, Assoc. AIA, Assoc. NOMA, CDT, CS, LEED AP BD+C, Fitwel
- Maurice Walters, AIA, LEED AP, District of Columbia Member Board Member
- Greg Wynn, AIA, NCARB
- Laura Zuniga, California Member Board Executive

Strategic Plan Objective:

Future-Focused Research and Development

RESOLUTION 2024-G**TITLE:** NCARB *Bylaws* Amendment – Update to Certificate Requirement for Board of Director Positions**SUBMITTED BY:** Council Board of Directors

WHEREAS, the Council Board of Directors charged the Credentials Committee with gathering and analyzing data from membership to evaluate the current NCARB eligibility requirement of holding an NCARB Certificate for service on the Board of Directors; and

WHEREAS, the Credentials Committee has recommended the *Bylaws* be amended to allow architects who do not hold an active NCARB Certificate to serve in a non-officer position on the Board of Directors, while maintaining the certification requirement for architects serving in an officer position on the Board of Directors; and

WHEREAS, prior to implementing the changes to the *NCARB Bylaws*, the Council Board of Directors must adopt a resolution recommending such changes and submit the proposed changes to the Council Member Boards for approval; and

WHEREAS, the *NCARB Bylaws* may only be changed by a two-thirds majority (37) vote of the Council Member Boards, with such change becoming effective at the time specified in this resolution; and

NOW, THEREFORE, IT IS HEREBY:**RESOLVED** that *NCARB Bylaws* Article VII, Section 2.A be revised as indicated below:

“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; **and**
- (ii) have served at least two (2) years as a member of a Member Board (and in the case of a candidate for Public Director, this service must have been as a consumer or public member); 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; or, in the case of a candidate for an At-Large Director position, have served at least two (2) years as a member of a Member Board or as an NCARB Volunteer; **and**

(iii) in the case of candidates who are architects, hold an active NCARB Certificate.”

FURTHER RESOLVED, that *NCARB Bylaws* Article VII, Sections 2.D, 2.E, 2.F, and 2.G be revised as indicated below:

“D. A candidate for election as the Secretary/Treasurer shall have served at least two years on the Board of Directors during the five years prior to election as Secretary/Treasurer and, if an architect, hold an active NCARB Certificate at the time of election.”

E. A candidate for election as the Vice President shall have served at least two years on the Board of Directors during the five years prior to election as Vice President and, if an architect, hold an active NCARB Certificate at the time of election.”

F. An individual shall qualify to serve as the President during the one-year period immediately following their term as Vice President and, if an architect, hold an active NCARB Certificate at the time of election or succession to office, as applicable.”

G. An individual shall qualify to serve as the Immediate Past President during the one-year period immediately following their term as President and, if an architect, hold an active NCARB Certificate at the time of succession to office.””

FURTHER RESOLVED, that upon the approval of this resolution by at least 37 votes of the Council Member Boards, such changes will become effective July 1, 2024.

FINANCIAL IMPACT: No significant impact. Potentially up to eight directors who do not hold a Certificate; \$2,160 per year.

ADVOCATES:

FY24 Credentials Committee:

- Brian M. Kelly, AIA, NCARB Nebraska Member Board Member, Credentials Committee Chair
- Lance Brenton, Texas Member Board Counsel
- Timothy Hillhouse, AIA, NCARB, LEED AP, North Carolina Member Board Member
- Robert Pearman, California Member Board Member
- Anne Smith, FAIA, NCARB, LEED AP BD+C, Georgia Member Board Member
- Joyce Smith, Texas Member Board Member
- J. Sanders Tate, South Carolina Member Board Member
- Jon Wilbeck, Nebraska Member Board Executive

SPONSORS' STATEMENT OF SUPPORT:

The FY24 Credentials Committee proposes a revision to the current *NCARB Bylaws* requirement that all architects must hold an NCARB Certificate to be eligible to serve on the Board. This resolution will update the *Bylaws* to require only architects in officer positions to have an NCARB Certificate. The committee feels

strongly that those serving in an officer position—Secretary/Treasurer, Vice President, President, and Past President—should still be required to have an active NCARB Certificate to be eligible to serve. This change will allow those who do not currently hold a Certificate to consider pursuing leadership opportunities by running for the Board in non-officer positions as At-Large or Regional Directors.

Removing the Certificate requirement for architects serving in non-officer positions will enable additional quality candidates from Member Boards and the NCARB volunteer community who do not hold a Certificate to serve on the national Board. Retaining the requirement of the credential for architects serving in officer positions on the Board continues to emphasize the importance and value of the Certificate to the Council. Revising the eligibility for election to non-officer Board positions also supports the equity and inclusion goals of the Council. Updating the *Bylaws* can create opportunities for new perspectives from architects, educators, licensure candidates, and related professionals with diverse expertise and valuable perspectives.

In August, the FY24 Credentials Committee issued a survey to membership to better understand the sentiment around barriers to leadership and desire to make a change. The survey affirmed support from membership to update the *Bylaws* requirement and reaffirmed that the NCARB Certificate remains an important credential for Board leadership. This resolution aligns with the perspectives expressed by membership in the survey, as well as findings from the FY23 Governance Work Group.

The committee believes this resolution would result in thoughtful and deliberative continued conversations within the membership and continue to position NCARB's Board as a best practice leadership model. The committee is committed to supporting the implementation of these recommendations if they are approved.

Strategic Plan Objective:



Future-Focused Research and Development

RESOLUTION 2024-H

TITLE: *NCARB Bylaws* Amendment – NCARB Regions

SUBMITTED BY: NCARB Board of Directors

WHEREAS, the Board of Directors charged the Regional Realignment Work Group with analyzing membership feedback on NCARB’s regional structure and making a recommendation; and

WHEREAS, the Regional Realignment Work Group recommends that NCARB should realign regions into five regions of 11 Member Boards, resulting in an additional at-large position on the Board of Directors; and

WHEREAS, the *NCARB Bylaws* may only be changed by a two-thirds majority (37) vote of the Council Member Boards, with such change becoming effective at the time specified in this resolution; and

WHEREAS, prior to implementing the changes to the *NCARB Bylaws*, the Council Board of Directors must adopt a resolution recommending such changes and submit the proposed changes to the Council Member Boards for approval.

NOW, THEREFORE, IT IS HEREBY:

RESOLVED, that Article VI-Regions, Sections 1 and 2 in *NCARB Bylaws* be revised as indicated below:

“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~~**five** 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.~~

Western Region: Alaska, Arizona, California, Guam, Hawaii, Nevada, New Mexico, Northern Mariana Islands, Oregon, Utah, Washington

Plains & Mountain Region: Colorado, Idaho, Kansas, Minnesota, Montana, Nebraska, North Dakota, Oklahoma, South Dakota, Texas, Wyoming

Mid-Central Region: Illinois, Indiana, Iowa, Kentucky, Michigan, Missouri, Ohio, Pennsylvania, Tennessee, West Virginia, Wisconsin

Northeastern Region: Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, Vermont

Southeastern Region: Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, Puerto Rico, South Carolina, U.S. Virgin Islands, Virginia.”

FURTHER RESOLVED, that Article VII-The Board of Directors, Section 1 in the *NCARB Bylaws* be revised as follows:

“SECTION 1. Membership. The Board of Directors shall be comprised of the Elected Officers of the Council, one Regional Director from each Region, ~~two~~three At-Large Directors, one Member Board Executive Director, and one Public Director.”

FURTHER RESOLVED, that Article XV-Transition be amended as stated in Appendix F and

FURTHER RESOLVED, that upon the approval of the changes by a two-thirds vote (37) of the Council Member Boards, such changes will become effective as of the adjournment of the 2024 Annual Business Meeting.

FINANCIAL IMPACT:

- This resolution will have some financial impact to the Council as the regions transition, but would eventually lead to some minor cost savings as a result of having one less region. This may eventually impact regional dues for Member Boards.

SPONSORS' STATEMENT OF SUPPORT:

Since 2019, NCARB has been evaluating and studying its governance structure. Efforts began when a grassroots group of Member Board Members met at the 2019 Regional Summit in Nashville to discuss NCARB's leadership pipeline—with the goal of ensuring that the NCARB Board of Directors had different backgrounds, perspectives, and voices at the table when making important decisions for the Council. Their grassroots efforts led to the eventual creation of the Diversity Collaborative (which became the Diversity, Equity, and Inclusion (DEI) Committee in 2022) and the Board of Directors creating the FY23 Governance Work Group and the FY24 Regional Realignment Work Group to focus specifically on governance issues. Adjusting NCARB's regional structure has been discussed at every junction since this effort began in 2019.

Last year's Governance Work Group studied the entire governance structure of the Council including an initial proposal to realign the NCARB regional structure. Through surveys, listening sessions, and other discussions, members expressed interest in an extended exploration of potential changes to NCARB's regional structure, with 50% of respondents in the Governance Work Group's spring 2023 survey believing some form of change should occur.

The FY23 Board of Directors ultimately decided to focus FY23 governance efforts solely on changes to the Executive Committee and establishing At-Large Director positions. The Board indicated that pursuit of regional realignment would be a separate phase, a position affirmed by both outgoing President Bayliss Ward and incoming President Jon Baker. Following on the above discussions, FY24 President Jon Baker announced the creation of the Regional Realignment Work Group at the June 2023 Annual Business Meeting, charging it with developing a recommendation for the FY24 Board of Directors. The work group, chaired by Past President Kristine Harding, began their work by discussing assumptions and possible biases related to this topic. The conversation led to a discussion of two key questions: what value do regions bring to the organization; and, what is the organization solving by modifying its regional structure?

Value of Regions

The Regional Realignment Work Group clearly identified that any regional structure provides value to the Council through:

- smaller group networking;
- leadership development opportunities;
- nominating a regional director to serve on the Board of Directors; and,
- serving as a communications conduit for the Board of Directors and Member Boards.

What Are We Solving?

Further, the consensus of the Work Group is that several opportunities will be realized by the organization through regional restructuring.

- The proposed change would eliminate a perceived lack of fairness within the current regional structure by shifting toward an organizational structure where regions are more closely aligned in terms of the number of jurisdictions, architects and licensure candidates served. This shift begins to better represent the communities served.

- The proposed change would increase the number of available volunteers within currently smaller regions through more equitable dispersion of jurisdictions across regions. In the work group's discussions, as well as a historic review of regional reports, there is a recurring issue of engagement and availability to serve in regional leadership and eventually the NCARB Board of Directors, particularly from the four smaller regions.
- The proposed change provides potential to reduce legislative concerns about regions' value and individual dues, through an opportunity to build a stronger foundation for the future before external pressures potentially force a change. Member Boards have sought support from NCARB in recent years defending regional dues to legislatures and/or state agencies given that other national organizations do not carry a similar additional dues requirement.
- Realigning to five regions allows a shift of one regional director position into a third at-large director position. This shift increases the new perspectives brought to the Board of Directors and moves the Board toward balancing a structure of regional and non-regional leaders. As a national organization with more than a \$30 million budget and over 100,000 customers, modern-day NCARB and Member Boards are not sufficiently served by a solely regional pipeline to leadership.
- Adding a third at-large director position, following the new streamlined path to serving on the Board of Directors, brings an additional opportunity for those who are interested in serving but not interested in the long timeline to serve through the regional structure.
- Making these changes allows the Council to retain the 14-member structure of the Board of Directors. Any increase in the number of Board members has a direct increase in the time that Board members already commit to the Council.

Parity and Fairness Issues

When asked via survey what considerations were most important to members if the regions were realigned, 50% of respondents selected parity of the number of jurisdictions in each region. In addition, several respondents mentioned parity in the number of licensed architects served by each region in their comments.

The work group considered various realignment options, including other geographic (2, 3, and 4 regions) and non-geographic (based on board type, population, etc.) maps. In the end, working toward improved parity and fairness most benefits the Council in the long-term. Studying data for the current regions, the discrepancies and general fairness issues became apparent for both large and small regions. The chart below describes the current makeup of the existing NCARB regions.

	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6
Number of Jurisdictions	6	8	12	9	7	13
Licensed Architects (In State)	7,005	28,418	26,186	20,876	3,211	34,210
Licensure Candidates	3,637	16,210	13,675	9,547	1,677	18,781
Total MBMs	44	66	88	103	55	114
Total Architect MBMS	24	40	55	39	24	49

When provided the chart above, members were asked if the data reflected parity, with 80% of respondents saying “no.” Members were asked again about the importance of parity when considering realignment, and 67% said an equal number of jurisdictions, population of architects served/regulated, or both were important to them.

There is a perception amongst membership that regions vote in blocks and that larger regions have more overall input on the direction of the Council. While hard to measure when it comes to matters of policy when voting on resolutions, looking at the leadership pipeline and historic election results for officer positions, candidates from larger regions have had a clear advantage. For example, since the creation of regions in 1968, there have been almost as many NCARB presidents from Region 3 (15) alone—with Region 6 not far behind—as there have been from Regions 1, 2, and 5 combined (17). This does not align with the perception of members from smaller regions who have expressed a belief that they have more opportunities to move up to the Board of Directors in general and that their voice is heard better.

Through open-ended comments in the first FY24 survey from the Regional Realignment Work Group, parity amongst licensees served by Member Board and regions emerged as an important topic to some members. When specifically asked about parity by architects served in the second FY24 survey, 52% of respondents said it should be a consideration. While NCARB as an organization is focused on regulatory issues that no longer lean regional, and small states and large states have similar policy issues, the work group agreed the organization could better align regions so that those served by the Member Boards could be better distributed.

When viewed through the lens of governance of a national organization, any type of inequity that is created by a regional structure is not ideal. Each Member Board has the same vote and should have similar access and opportunity in terms of being heard and being able to pursue further involvement with the organization.

The Proposal

The Work Group consensus is that working toward improved parity and fairness for the number of Member Boards, licensees, and licensure candidates in each region most benefits the Council and Member Boards in the long-term, while creating opportunities for additional at-large directors and **not** increasing the size of the Board of Directors.



	Western (Region A)	Plains & Mountain (Region B)	Mid-Central (Region C)	Northeastern (Region D)	Southeastern (Region E)
Number of Jurisdictions	11	11	11	11	11
Licensed Architects (In State)	29,827	18,294	24,799	28,088	18,898
Licensure Candidates	16,727	9,363	11,374	16,935	9,128
Total MBMs	96	103	104	89	78
Total Architect MBMs	42	38	49	51	51

Creating five regions with 11 Member Boards addresses several concerns expressed by membership from last year's feedback sessions and comments collected through surveys this year:

- **An equal number of Member Boards in each Region.**
- **Reduces the disparity of licensees served by regions.** The proposal reduces the gap to 10,000 architects, rather than 30,000 architects. It achieves this by putting the five largest Member Boards (California, New York, Texas, Illinois, and Florida) in different regions.
- **Maintains small group discussion and relationship building.** While the historical reasons for the regions' creation no longer exist, the work group and Member Boards find value in the regional structure as a communication touchpoint with the Board of Directors and a venue to foster small group discussions and relationship building. When asked, most survey respondents (75%) felt that all current regions—ranging from 6 to 13 Member Boards—allowed for smaller group discussions. The five-region recommendation right-sizes regions while still allowing for the small group discussions and relationship building that Member Boards find valuable. In addition, because of travel and cost restraints for Member Boards, most in-person regional meetings now occur in conjunction with national NCARB meetings, allowing members to continue to maintain existing relationships and establish new ones.
- **Every region is engaged in the conversation.** Previous recommendations for regional realignment discussed with Member Boards did not impact all regions. A prevailing feeling of the work group and membership is that if NCARB is going to change its regional structure, it should take a holistic look at what would be best for the Council for years to come rather than pursue a quick fix.

This proposal is the culmination of over five years of research and discussions from multiple Member Board Member volunteer groups and membership feedback. The work group and Board of Directors agree with the membership that regions continue to provide value to the organization. However, it is time for the framework developed in the 1960s to be updated to better serve modern-day NCARB and Member Boards.

ADVOCATES

- NCARB Board of Directors
- Regional Realignment Work Group

RESOURCES

- Appendix F: *NCARB Bylaws* Transition Model Update*

*Note: This appendix is in development and will be released to membership later this spring.

FY24 Draft Resolution Appendices

- **Appendix A:** NCARB Policy Resolutions to Sunset: 1960-1979, Part 2
- **Appendix B:** Mutual Recognition Agreement Between NCARB and the AACA and the NZRAB
- **Appendix C:** Mutual Recognition Agreement Between the NCARB and the NAA, R.O.C. Taiwan
- **Appendix D:** Tri-National Mutual Recognition Agreement for International Practice
- **Appendix E:** Tri-National Mutual Recognition Agreement for International Practice With Strikethrough

Appendix A:

NCARB Policy Resolutions to Sunset: 1960-1979, Part 2

Appendix A

NCARB Policy Resolutions to Sunset: 1960-1979, Part 2

Project Background

In FY19, Board discussions unveiled a resolution from 2000 that dictated an NCARB position on an issue/policy that 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 were reviewed by category, and the first set of policies was sunset in FY21. This year, the PAC reviewed additional resolutions from 1960-1979 in the following areas:

- Membership
- Related Organizations
- Studies
- Other Miscellaneous Topics

The following resolutions are being recommended for sunset:

- Resolution 1975-23: Lateral Forces
- Resolution 1973-01: Adherence to Accepted Actions
- Resolution 1972-10: Approval for Board of Directors to Join in Council
- Resolution 1971-08: Board Resolution on Firm Names
- Resolution 1962-01: Annual Meeting Agenda
- Resolution 1961-13: Engineer and Architect Registration Laws
- Resolution 1961-14: Service on NCARB Committees
- Resolution 1960-08: Collateral Attendance at NCARB Conventions

Rationale for each of the resolutions being recommended for sunset is included below, along with the full text of the resolution.

Resolutions Recommended for Sunset as part of Resolution 2024-A

Resolution 1975-23: Lateral Forces

“**WHEREAS**, Earthquakes may occur at any time in these United States, and

WHEREAS, For the protection of life, health and property, architects should possess a working knowledge of lateral forces design for buildings, and

WHEREAS, Architects may achieve such knowledge by various methods; now, therefore, be it

RESOLVED, That Member Boards accept evidence of knowledge of lateral forces design only after the method of achieving such competency is reviewed and approved in advance by a standing committee of NCARB concerned with this and other special problems.”

Rationale: This resolution was intended to make Member Boards require an examination on lateral forces (especially for reciprocal licensure). A lateral forces/seismic exam did exist, but was eventually discontinued by Resolution 1989-15. However, Resolution 1975-23 was not sunset at this time, so the policy remains in existence. In addition, Resolution 1975-23 does not offer many specifics, and sunsetting the resolution would provide clarity for membership.

Resolution 1973-01: Adherence to Accepted Actions

“**WHEREAS**, all actions are initiated through resolutions and brought before Annual Meetings open discussion thereby making it possible for all Member Boards to participate fully in such actions and,

WHEREAS, inasmuch as these resolutions which are voted by the Member Boards at the Annual Meeting are in the interest of all and constitute voluntary acceptance by all Member Board and,

WHEREAS, our validity of operation and the effectiveness of our services depend upon our abiding by the actions agreed upon together at the Annual Meetings, now, therefore,

RESOLVED, that all Member Boards pledge, within their ability to comply with such legally voted actions which are consistent with the statute of their States and to take no adverse unilateral action without first giving notice of such proposed action.”

Rationale: This resolution requires Member Boards to work to accept NCARB’s national standards for licensure; the language of the resolution leaves significant room for flexibility depending on jurisdictional laws and rules. Retiring this resolution ensures that Member Boards are free to make the decisions that best suit their jurisdictional needs.

Resolution 1972-10: Approval for Board of Directors to Join in Council

“BE IT RESOLVED, that the NCARB Board of Directors be authorized to Join in Council with such other organizations formed for the purpose of recommending that interprofessional actions be developed in the public interest.”

Rationale: NCARB’s Board of Directors regularly collaborates with other organizations to serve the public interest, including both other architecture-related organizations, as well as NCARB’s counterpart organizations for other professions. NCARB’s *Bylaws* has been updated since this resolution was passed to give the Board of Directors authority to manage “the affairs of the Council,” which would include partnerships with external organizations—making this policy unnecessary. Establishing an individual policy for each action the Board of Directors is authorized to undertake would place a significant burden on NCARB’s members, and retiring this resolution establishes a clearer precedent for laying out the Board of Directors’ authority.

Resolution 1971-08: Board Resolution on Firm Names

“WHEREAS, the rapidly expanding interstate architectural practice throughout the country is frequently hampered by virtue of the differences in State registration laws, and

WHEREAS, the individual States and jurisdictions recognize the validity of the NCARB Certificate, and

WHEREAS, it would appear reasonable that any architectural firm from another State would be permitted to retain its identity, when a duly registered architect is in responsible charge, now,

THEREFORE, BE IT RESOLVED, that until Paragraph B of Section V of the Legislative Guidelines (relating to practicing under an assumed name) is enacted into law, any firm legally engaged in architectural practice in the State of its origin, shall be granted the right to retain its identity by permitting the firm name to follow the name of the architect in responsible charge of the project, provided that the title "architect" follows his name and that he has a license to practice in the State for which the project is designed.”

Rationale: This resolution encourages states to allow architects to use their firm name across state lines, as long as the architect is licensed in the state. At the time, some states prohibited the use of firm names that did not include the name of the architect(s). This resolution was meant to address that problem as a temporary policy in place while states worked to adopt a piece of the *Legislative Guidelines* added in 1970. The *Legislative Guidelines* section of the *Model Law and Regulations* was removed when the document was overhauled in 2021. Firm registration is now covered under Model Law Section 303 and Model Regulations R303, and this policy is no longer needed.

Resolution 1962-01: Annual Meeting Agenda

“**WHEREAS**, the stated purpose of the NCARB is:

1. To promote high standards of preparation for architectural practice.
2. To foster the enactment of laws pertaining thereto.
3. To equalize and improve the standards of examination.
4. To compile and transfer records.

AND WHEREAS, the representatives of the Member Boards represent the whole profession and are therefore responsible to the whole profession.

AND WHEREAS, there are great distances and lack of direct communication between the Member Boards of this Council other than at this meeting.

THEREFORE BE IT RESOLVED, that the agenda of the Annual Meeting of the NCARB be so organized to allow the greatest participation by the Member Boards in the discussion and implementation of our stated purpose, that all written reports of committees be published and circularized among the Members of this Council prior to the annual meeting and all other routine business and reports be kept to a minimum in order that the above-stated objectives may be more effectively accomplished.”

Rationale: NCARB continues to circulate information needed for the Annual Business Meeting in advance of the meeting, and the *NCARB Bylaws* include notice deadlines for the Annual Business Meeting and resolutions. However, the reports of individual committees are shared in NCARB’s Annual Report, which is now released after the close of the fiscal year. Because requirements regarding information-sharing and preparatory materials for the Annual Business Meeting are located within other policies, this resolution can be retired.

Resolution 1961-13: Engineer and Architect Registration Laws

“**WHEREAS**, various engineering societies have adopted resolutions recommending registration laws under which 'both Engineers and Architects should be free to offer their services for, and accept prime commissions to execute, any type of project which they are qualified to handle;' and

WHEREAS, such laws would facilitate the designing of buildings by engineers who lack the education and experience needed to fit them for this work; and

WHEREAS, for this and other reasons, such laws would not be in the interest of either the engineering or the architectural profession, or in the public interest; now

THEREFORE, BE IT RESOLVED, that the National Council of Architectural Registration Boards is opposed to the adoption of registration laws which encourage the practice of architecture by engineers or the practice of engineering by architects.”

Rationale: This resolution seems to be addressing laws encouraging lessening registration and restrictions around incidental practice. While the type of legislation mentioned in this resolution does not seem to be a common practice today, NCARB remains opposed to any legislation regarding incidental practice that would lessen public protection or reduce our Member Boards' ability to regulate the profession. NCARB's *Model Law and Regulations* does include a definition of architecture, as well as a footnote touching on incidental practice. Additionally, NCARB's Incidental Practice Task Force has evolved into an Inter-Organizational Council of Regulations (ICOR) multi-professional task force exploring how to better regulate around this topic. Retiring this resolution will ensure that NCARB can update its model language around incidental practice once the task force completes its work, if necessary.

Resolution 1961-14: Service on NCARB Committees

“WHEREAS, each Member Board of this Council is vitally interested in the aims and purposes of the Council; and

WHEREAS, the active participation of each Member Board on the affairs of this Council is necessary in order that such aims and purposes be accomplished;

BE IT THEREFORE RESOLVED, that at least one member of each Member Board of this Council be given the opportunity to serve on a working committee of the Council, in order that a greater continuity of interest and accomplishments may be maintained and fulfilled in the interests of the profession of Architecture.”

Rationale: NCARB's current policy is to ensure that all Member Board Members who volunteer to serve on a committee receive a committee appointment; however, it is possible that not all Member Boards would be represented in a given year if there were not a volunteer from each Member Board. Retiring this policy removes redundancy and creates clarity around NCARB's current practices.

Resolution 1960-08: Collateral Attendance at NCARB Conventions

“WHEREAS, the joint conferences between the AIA, the NAAB, the ACSA and the NCARB are necessary for the proper liaison between the organizations and should be continued; and

WHEREAS, the efforts of NCARB officers who have served at these conferences in the past are recognized with a great appreciation by this convention; and

WHEREAS, other means to further the full understanding of the activities and problems of the respective organizations should be pursued;

THEREFORE, BE IT RESOLVED, that the AIA, the NAAB and the ACSA be invited and urged to have an official in attendance at future NCARB conventions.”

Rationale: NCARB currently invites our partner organizations (including those listed in this resolution) to the Annual Business Meeting and other Council meetings. However, retiring this policy would ensure we can change our approach in the future, should the need arise.

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Appendix B:

Mutual Recognition Agreement Between NCARB and the AACA and the NZRAB

MUTUAL RECOGNITION AGREEMENT
between the
NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS
and the
ARCHITECTS ACCREDITATION COUNCIL OF AUSTRALIA
and the
NEW ZEALAND REGISTERED ARCHITECTS BOARD

Month Day, 2024

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 Accreditation Council of Australia (“ACA”)
representing the architectural licensing boards of the eight states and territories of Australia.

AND

The New Zealand Registered Architects Board (“NZRAB”)
representing the registered architects of New Zealand.

This Mutual Recognition Agreement (“Agreement”) has been designed to recognize the professional credentials of architects licensed/registered in the United States of America and its territories (referred to herein collectively as the U.S. or United States), Australia, and New Zealand 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 an Australian architect or New Zealand architect; and the licensing of an Australian architect or New Zealand architect as an architect in a U.S. jurisdiction that has agreed to participate 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 the 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, AACA advocates, coordinates, and facilitates the development of national standards of competency for the profession of architecture through education, practical experience, and examination requirements for initial licensure and license renewal for all eight Australian State and Territory Registration Boards;

WHEREAS, NZRAB, as established by an act of the New Zealand Parliament, or its statutory successor, holds the statutory authority to determine the minimum education qualifications, work experience requirements, and assessment procedures for initial registration and license renewal as a registered architect in New Zealand, as well as the responsibility to register, monitor, and discipline all architects registered in New Zealand;

WHEREAS, NCARB and the AACA previously ratified Mutual Recognition Agreements in 1973, 1983, and 2006 that were never fully realized; NCARB, the AACA, and the Architects Education and Registration Board of New Zealand (“AERB/NZ”) ratified separate Practice in Host Nation Agreements in 2002 that were never fully implemented; the AERB/NZ no longer exists and has been statutorily replaced by the NZRAB; NCARB, AACA, and NZRAB formalized an agreement in 2016, set to be replaced by this current document; and NCARB, AACA, and the NZRAB declare that this Agreement shall supersede all previous Agreements entered into by NCARB, AACA, and NZRAB.

WHEREAS, the NCARB Member Boards, the Australian State and Territory Boards, and the NZRAB 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 standards, protocols, and procedures required for entry to the practice of architecture within the United States, Australia, and New Zealand have benefitted from many years of effort by NCARB, AACA, and NZRAB;

WHEREAS, NCARB and the AACA are the lead organizations recognized by their individual state and territory registration authorities and the NZRAB 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, Australia, and New Zealand, 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, Australia, and New Zealand;

WHEREAS, NCARB, AACA, and NZRAB 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, AACA, and NZRAB;

WHEREAS, any architect actively engaging or seeking to engage in the practice of architecture in the United States, Australia, or New Zealand 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, AACA, and NZRAB (collectively, the “**Parties**” and each a “**Party**”) agree as follows:

1. PARTICIPANTS IN LICENSURE/REGISTRATION RECIPROCIITY

NCARB and AACA shall be responsible for maintaining a current list of NCARB Member Boards and Australian State and Territory Boards, respectively, that provide licensure/registration reciprocity in accordance with the terms of this Agreement (each, a “**Participant**”). Following the ratification of this Agreement by NCARB, AACA, and NZRAB, NCARB and AACA shall provide all Parties with an initial list of Participants, and NCARB and AACA shall provide all Parties 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 must be licensed/registered and in good standing in a jurisdiction of their home country.
2. Architects shall not be required to establish citizenship or permanent residency status in the United States, Australia, or New Zealand (each, a “**Locality**”) in order to seek licensure/registration under this Agreement.
3. Architects who have become licensed/registered in their home country by means of a foreign reciprocal licensing agreement are not eligible under this Agreement.

3. CONDITIONS

Each Party to this Agreement and each Participant reserves the right to apply additional requirements and fees for certification or licensing/registration as may be necessary before certification or licensing/registration is granted within their respective jurisdictions.

A U.S. Architect to AACA Jurisdiction

Upon application, AACA shall issue an *AACA Statement* to any U.S. architect licensed/registered in one or more NCARB jurisdiction(s), provided that the architect meets the eligibility requirements listed in Sections 2 and 3A of this Agreement.

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

1. meets the eligibility requirements listed in Section 2 of this Agreement, *and*
2. is currently licensed/registered in good standing by one or more U.S. Participants, as confirmed by NCARB based on checks of relevant records, *and*
3. holds a current *NCARB Certificate*; *and*
4. holds a current *AACA Statement* issued pursuant to this Agreement, *and*

5. successfully completes any additional jurisdiction-specific requirements for licensure/registration as specified by AACA, *and*
6. pays all applicable fees as imposed by AACA and the Participant.

B U.S. Architect to NZRAB

Upon application, the NZRAB agrees to register as an architect in New Zealand any U.S. architect who:

1. meets the eligibility requirements listed in Section 2 of this Agreement, *and*
2. is currently licensed/registered in good standing by one or more U.S. Participants, as confirmed by NCARB based on checks of relevant records, *and*
3. holds a current *NCARB Certificate*, *and*
4. successfully completes any additional jurisdiction-specific requirements for licensure/registration as specified by NZRAB, *and*
5. pays all applicable fees as imposed by NZRAB.

C Australian Architect to NCARB Jurisdiction

Upon application, NCARB shall issue an *NCARB Certificate* to any Australian architect licensed/registered in one or more AACA jurisdictions meeting the eligibility requirements listed in Sections 2 and 3C of this Agreement.

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

1. meets the eligibility requirements listed in Section 2 of this Agreement, *and*
2. is currently licensed/registered in good standing by one or more Australian Participants, as confirmed by AACA following checks on the architect's disciplinary record; *and*
3. holds a current *AACA Statement*, *and*
4. holds a current *NCARB Certificate* issued pursuant to this Agreement, *and*
5. successfully completes any additional jurisdiction-specific requirements for licensure/registration as specified by NCARB and/or the Participant, *and*
6. pays all applicable fees as imposed by NCARB and the Participant.

D New Zealand Architect to NCARB Jurisdiction

Upon application, NCARB shall issue an *NCARB Certificate* to any New Zealand architect licensed/registered by the NZRAB meeting the eligibility requirements listed in Sections 2 and 3D of this Agreement.

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

1. meets the eligibility requirements listed in Section 2 of this Agreement, *and*
2. is currently licensed/registered in good standing by the NZRAB; *and*
3. holds a current *NCARB Certificate* issued pursuant to this Agreement, *and*
4. successfully completes any additional jurisdiction-specific requirements for licensure/registration as specified by NCARB and/or the Participant, *and*
5. pays all applicable fees as imposed by NCARB and the Participant.

4. DATA PRIVACY

1. For the purposes of this Section:

“Data Protection Laws” means as applicable, (i) the *Australian Privacy Act 1988* (ii) the New Zealand Privacy Act 2020 and (iii) all other applicable laws and regulations relating to the handling of personal data and privacy, including statutory instruments (each as amended, updated and superseded from time to time), including OECD, Recommendation of the Council concerning Guidelines Governing the Protection of Privacy and Transborder Flows of Personal Data, OECD/LEGAL/0188.

“Data Security Breach” means a breach or breaches of security leading to the accidental or unauthorized destruction, loss, alteration, use, 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 a Party to this Agreement which is disclosing Protected Data to another Party to this Agreement.

“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 II.

“Purpose” means the fulfilment and facilitation of this Agreement, including the recognition and movement of architects in accordance with Section 3 of this Agreement and the Particulars as set out in Appendix II.

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

“Receiving Party” means a Party to this Agreement that is receiving Protected Data from another Party to this Agreement.

The terms **“data controller”**, **“personal data”**, **“data subject”** and **“supervisory authority”** shall have the meanings given to them in the Data Protection Laws (or the equivalent terms under 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.
4. Each Party acknowledges and agrees that it has all rights, provided all notices, and obtained all consents as may be required by its respective Data Protection Laws to process Protected Data and make available Protected Data to the other Party for such Party’s processing as permitted under the Agreement.
5. Each Party will use reasonable endeavors 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.

6. Each Party will implement appropriate technical and organizational measures designed 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).
7. The Parties will handle the Protected Data in accordance with the Particulars set out in Appendix II.
8. The Receiving Party will only access Protected Data necessary and in accordance with the Purpose and shall use or disclose Protected Data for the Purpose (and in accordance with this Agreement, except with the prior written agreement of the Disclosing Party or where applicable law strictly requires).
9. Each Party will promptly notify any other Party (or Parties) (within three (3) working days) if it receives a complaint or request relating to the other Party's (or Parties') obligations under the Data Protection Laws (other than a Data Subject Request, which is addressed below). On receipt of a notice under this Section 4.9, each Party will provide the other Party (or Parties) with reasonable co-operation and assistance in relation to any such complaint or request.
10. 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 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.
11. 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 (or Parties) in writing (within five (5) working days) if it receives a Data Subject Request for personal data of a data subject of which the other relevant Party (or Parties) is a controller.
 - 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 relevant Party (or Parties) 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.
12. Each Party will notify the other Parties without undue delay after becoming aware of any Data Security Breach and in any event within the relevant timescale set out in the Data Protection Laws.
13. Each Party shall provide reasonable assistance to the Party (or Parties) affected by the Data Security Breach in the event that the Party (or Parties) is required to notify a relevant supervisory authority, other regulator and/ or affected data subjects.

14. The Receiving Party will not disclose Protected Data to a third party without the written prior consent of the Disclosing Party.
15. International data transfers:
 - a) It is acknowledged and understood that the operation of this Agreement necessitates the transfer of personal data from Australia and/or New Zealand to the United States (the “**Restricted Transfer**”).
 - b) The Parties will work together in good faith to ensure that any Restricted Transfers are made in accordance with the requirements of Appendix II and the Data Protection Laws.
16. Each Party agrees to only process the Protected Data for as long as reasonably necessary for the Purpose. Nothing in this Section 4 will prevent a Party from retaining and processing Protected Data in accordance with any statutory retention periods applicable to that Party.
17. 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 Parties will provide such information and assistance as is reasonably required to assist in such interactions.
18. 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 Parties about any such action or claim and relevant Parties will co-operate in good faith with a view to resolving the action or claim in a timely fashion.
19. Each Party will ensure that any officers, employees, agents, and subcontractors who are required to deal with Protected Data for the purposes of this Agreement are made aware of and undertake to handle Protected Data for the Purpose and Particulars and to comply with the Data Protection Laws.
20. If during the term of this Agreement, the Data Protection Laws change in a way that this Section 4 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 4 in light of the current Data Protection Laws and amend this Section 4 as appropriate.

5. LIMITATIONS

1. Nothing in this Agreement limits the ability of a Participant or the NZRAB to refuse to license/register an architect, remove an architect from the register, or impose terms, conditions or restrictions on the architect’s license/registration as a result of complaints or disciplinary or criminal proceedings relating to the competency, conduct, or character of that architect where such action is considered by the Participant or the NZRAB, as applicable, necessary or desirable to protect the public interest, health, safety, or welfare, or otherwise in accordance with the jurisdiction’s applicable laws and regulations.
2. Nothing in this Agreement limits the ability of NCARB and the AACA to refuse the issuance or withdraw an *NCARB Certificate* or *AACA Statement*, respectively, or impose terms, conditions or restrictions on their benefits to an architect as a result of complaints or disciplinary or criminal

proceedings relating to the competency, conduct, or character of that architect where such action is considered by NCARB or AACA, as applicable, necessary or desirable to protect the public interest, health, safety, or welfare, or otherwise in accordance with NCARB's or AACA's applicable disciplinary procedures.

3. 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.
4. This Agreement relates only to the licensure/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 have no obligation to intervene in or advise on such matters.

6. AMENDMENT

This Agreement may only be amended with the written consent of NCARB, AACA, and NZRAB. Each Party shall ratify the amended Agreement in accordance with the Party's applicable rules.

7. 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.

8. NO ASSIGNMENT

No Party can assign their rights under this Agreement without the prior written consent of each of the other Parties.

The Parties agree that a reference to an individual State or Territory Board includes a reference to any entity, board or regulator that assumes the role and responsibility to regulate an architect registered by that individual State or Territory Board under the relevant legislation, and that a restructure of an individual Board will not be deemed an assignment under this Agreement.

9. DISPUTE RESOLUTION

Should any dispute between two or all Parties 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.

10. PERIODIC REVIEW

The Parties agree to conduct a comprehensive review of the effectiveness and relevance of this Agreement every three years from the Effective Date, or more frequently as necessary or desirable.

11. WITHDRAWAL

Any Participant may withdraw from this Agreement with 90-days written. The relevant Party shall promptly notify the other Parties to this Agreement in writing of all withdrawals.

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

12. TERMINATION

NCARB, AACA, or NZRAB may invoke termination of this Agreement with 90-days written notice to the other Parties and all Participants.

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

13. ENTRY INTO FORCE

This Agreement shall come into force (the “**Effective Date**”) 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 NCARB, AACA, and NZRAB sign this Agreement, so long as such conditions are met on or before **XXX, 2024**, or as mutually extended by the NCARB Board of Directors, AACA, and NZRAB.

SIGNATURES

NCARB

Witness

AACA

President

President

CEO

CEO

Witness

Witness

Witness

Witness

Witness

NZRAB

Chair

CEO

Witness

Witness

Witness

DRAFT

APPENDIX I

**MECHANISMS FOR THE IMPLEMENTATION
of the
MUTUAL RECOGNITION AGREEMENT
between the
NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS
("NCARB")
and the
ARCHITECTS ACCREDITATION COUNCIL OF AUSTRALIA ("ACA")
and the
NEW ZEALAND REGISTERED ARCHITECTS BOARD ("NZRAB")**

Month Day, 2024

Whereas NCARB, ACA, and NZRAB have agreed to and signed a Mutual Recognition Agreement dated XX XX, 2024 (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

NCARB, ACA, and NZRAB 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 the 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 the Agreement. Any proposed changes or irreconcilable disputes must be presented to NCARB, ACA, and NZRAB for resolution.
- 1.4 Developing an agreed-upon process to address noncompliance with the Agreement by a Party and a mechanism for rescission of participation rights of a noncompliant Party if necessary. NCARB will be responsible for the official list of NCARB Member Boards that are Participants and ACA will be responsible for the official list of Australian States and Territory Boards.

2. Mechanisms for Application

- 2.1 The point of contact for information for the United States is NCARB, for Australia is ACA, and for New Zealand is NZRAB.
- 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.

2.4 The Parties mutually agree and are authorized by the Agreement to utilize a secure document management system or secure accepted means, the selection of which shall be a joint decision. The chosen document management system shall be employed to facilitate efficient communication and the secure exchange of documents and information related to this Agreement.

3. Application Process

3.1 Eligibility

To be eligible to benefit from the 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 the appropriate forms from the relevant Party to confirm that the applicant's qualifications satisfy the requirements of the Agreement.
- 3.2.3 Provide written consent for the applicant's Protected Data to be disclosed overseas to the other relevant Party for the purposes of the Agreement.

3.3 Transmittal of Required Documentation

For purposes of this Section 3.3, "**Required Documentation**" means the specific official documentation necessary for a Party to be able to confirm that an applicant meets the applicable requirements set forth below.

U.S. Architects to AACA:

NCARB will transmit to AACA the Required Documentation, which must confirm that the architect is licensed by a Participant (but not through a foreign reciprocal licensing/registration agreement) and holds an *NCARB Certificate*.

U.S. Architects to NZRAB:

NCARB will transmit to NZRAB the Required Documentation, which must confirm that the architect is licensed by a Participant (but not through a foreign reciprocal licensing/registration agreement) and holds an *NCARB Certificate*.

AACA Architects to NCARB:

AACA will transmit to NCARB the Required Documentation, which must confirm that the Australian architect is registered with a Participant (but not through a foreign reciprocal licensing/registration agreement).

NZRAB Architects to NCARB:

NZRAB will transmit to NCARB the Required Documentation, which must confirm that the New Zealand architect is registered with NZRAB (but not through a foreign reciprocal licensing/registration agreement) and is in good standing.

3.4 Conditions

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

SIGNATURES

NCARB

AACA

NZRAB

President

President

Chair

CEO

CEO

CEO

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

APPENDIX II
DATA SHARING PARTICULARS
of the
MUTUAL RECOGNITION AGREEMENT
between the
NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS
(“NCARB”)
and the
ARCHITECTS ACCREDITATION COUNCIL OF AUSTRALIA (“ACA”)
and the
NEW ZEALAND REGISTERED ARCHITECTS BOARD (“NZRAB”)

Month Day, 2024

Data subjects

The Protected Data concerns the following categories of data subjects:

- Individuals who have been certified/registered as architects:
 - in the U.S. by NCARB; and
 - in Australia by ACA; and
 - in New Zealand by NZRAB.

Purposes of the transfer(s)

- ACA or NZRAB will make a Restricted Transfer to NCARB to allow NCARB to verify the accreditation of Australian and New Zealand registered architects that wish to work as architects in the United States.
- ACA or NZRAB may make a Restricted Transfer 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 ACA or NZRAB to allow ACA or NZRAB to verify the accreditation of U.S.-registered architects that wish to work as architects in Australia or New Zealand. NCARB may also transfer relevant data to ACA or NZRAB in connection with specific queries that ACA or NZRAB have during the course of a particular architect’s time working as an architect in Australia or New Zealand (e.g. disciplinary issues).

Categories of data

The Protected Data includes the following categories of data:

- Full name;
- Address;
- Email address;
- Telephone number;
- NCARB, ACA, NZRAB, and Participant Certification/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:

- The Parties and Participants in this MRA (as appropriate).

Sensitive data (if appropriate)

The Protected Data transferred concern the following categories of sensitive data:

- If one Party is required to inform the other Parties of details of disciplinary procedures or reasons for which an individual is no longer of good standing, this data may include some sensitive data (e.g., if these reasons include details of a criminal conviction or similar).
- Sensitive data will be handled in accordance with the Data Protection Laws.

SIGNATURES

NCARB

AACA

NZRAB

President

President

Chair

CEO

CEO

CEO

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Appendix C:

Mutual Recognition Agreement Between the NCARB and the NAA, R.O.C.
Taiwan

MUTUAL RECOGNITION AGREEMENT
between the
NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS
and the
NATIONAL ASSOCIATION OF ARCHITECTS, R.O.C.

Month Day, 2024

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 National Association of Architects, R.O.C. (“NAA”)
the statutory regulator of architects in the Republic of China (Taiwan).

*This **Mutual Recognition Agreement (“Agreement”)** has been designed to recognize the professional credentials 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 Republic of China (“R.O.C.” or “Taiwan”) 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 Taiwan architect; and the licensing of a Taiwan 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, NAA is the authoritative body, constituted under Chapter IV of the Architects Act of 2005 (as last amended in 2014), that has the statutory responsibility of defining the standards and regulations governing the practices of architects, and for regulating, monitoring and disciplining all architects in Taiwan;

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, NAA is empowered by statutes to regulate the profession of architecture in Taiwan, 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 Taiwan have benefitted from many years of effort by NCARB and NAA;

WHEREAS, NCARB is the national organization supporting individual state and territory licensing authorities and NAA 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 Taiwan, 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 Taiwan;

WHEREAS, NCARB and NAA 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 NAA;

WHEREAS, any architect actively engaging or seeking to engage in the practice of architecture in the United States or Taiwan 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 NAA (collectively, the “**Parties**” and each a “**Party**”) agree as follows:

1. PARTICIPANTS IN LICENSURE/REGISTRATION RECIPROCIITY

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 NCARB and NAA, NCARB shall provide NAA with an initial list of Participants, and NCARB shall provide NAA 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 must be currently licensed/registered and in good standing in a jurisdiction of their home country.
2. Architects shall not be required to establish citizenship or permanent residency status in the United States or Taiwan (each, a “**Locality**”) in order to seek licensure/registration under this Agreement.
3. Architects who have been licensed/registered in their home country by means of another foreign reciprocal licensing/registration agreement are not eligible to benefit from the provisions of this Agreement.

3. CONDITIONS

Each Party to this Agreement and each Participant reserves the right to apply additional requirements and fees for certification or licensing/registration as may be necessary before certification or licensing/registration is granted within their respective jurisdictions.

A U.S. Architect to NAA

Upon application, NAA agrees to register as an architect in Taiwan any U.S. architect who:

1. meets the eligibility requirements listed in Sections 2 and 3A of this Agreement;
and
2. is currently licensed/registered in good standing by one or more U.S. Participants, as confirmed by NCARB based on checks of relevant records; *and*
3. holds a current *NCARB Certificate*; *and*
4. successfully completes any additional jurisdiction-specific requirements for registration as specified by NAA; *and*
5. pays all applicable fees as imposed by NAA.

B Taiwan Architect to NCARB Member Board

Upon application, NCARB shall issue an *NCARB Certificate* to any Taiwan architect registered by NAA meeting the eligibility requirements listed in Sections 2 and 3B of this Agreement.

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

1. meets the eligibility requirements listed in Sections 2 and 3B of this Agreement;
and
2. is currently registered in good standing by NAA, as confirmed by NAA based on checks of relevant records; *and*
3. holds a current *NCARB Certificate* issued pursuant to this Agreement; *and*
4. successfully completes any additional jurisdiction-specific requirements for licensure/registration as specified by NCARB and/or the Participant; *and*
5. pays all applicable fees as imposed by NCARB and the Participant.

4. LIMITATIONS

1. Nothing in this Agreement limits the ability of a Participant or NAA to refuse to license/register an architect or impose terms, conditions or restrictions on the architect's license/registration as a result of complaints or disciplinary or criminal proceedings relating to the competency, conduct, or character of that architect where such action is considered by the Participant or NAA, as applicable, necessary or desirable to protect the public interest, health, safety, or welfare, or otherwise in accordance with the jurisdiction's applicable laws and regulations.
2. Nothing in this Agreement limits the ability of NCARB to refuse the issuance or withdraw an *NCARB Certificate*, or impose terms, conditions or restrictions on their benefits to an architect as a result of complaints or disciplinary or criminal proceedings relating to the competency, conduct, or character of that architect where such action is considered by NCARB necessary or desirable to protect the public interest, health, safety, or welfare, or otherwise in accordance with NCARB's applicable disciplinary procedures.
3. 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.
4. This Agreement relates only to the licensing/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.

5. AMENDMENT

This Agreement may be amended only with the written consent of NCARB and NAA. Each Party shall ratify the amended Agreement in accordance with the Party's applicable rules.

6. 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.

7. NO ASSIGNMENT

No Party can assign its rights under this Agreement without the prior written consent of the other Party.

The Parties agree that a reference to an individual State or Territory Board includes a reference to any entity, board or regulator that assumes the role and responsibility to regulate an architect registered by that individual State or Territory Board under the relevant

legislation, and that a restructure of an individual Board will not be deemed an assignment under this Agreement.

8. DISPUTE RESOLUTION

Should any dispute between NAA 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.

9. PERIODIC REVIEW

The Parties agree to conduct a comprehensive review of the effectiveness and relevance of this Agreement every three years from the Effective Date, or more frequently as necessary or desirable.

10. WITHDRAWAL

Any Participant may withdraw from this Agreement with 90-days written notice. NCARB shall promptly notify NAA 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 by the licensee/registrant, or unless licensure/registration is revoked pursuant to the rules of NCARB, NAA, or the relevant Participant, as applicable.

11. TERMINATION

NCARB or NAA may invoke termination of this Agreement with 90-days written notice to the other Party 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 licensure/registration and renewal obligations are maintained and all other generally applicable licensure/registration requirements are met by the licensee/registrant, or unless licensure/registration is revoked pursuant to the rules of NCARB, NAA, or the relevant Participant, as applicable.

12. LANGUAGE

This Agreement has been prepared in both English and Taiwanese. In the event of any inconsistency or discrepancy between the two versions, the English version shall take precedence with respect to the inconsistent provision.

13. ENTRY INTO FORCE

This Agreement shall come into force (the “Effective Date”) **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 NAA sign this Agreement, so long as such conditions are met on or before **XXXXX, 2024**, or as mutually extended by the NCARB Board of Directors and NAA.

SIGNATURES

NCARB

NAA

President

Chair

CEO

CEO

Witness

Witness

Witness

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
NATIONAL ASSOCIATION OF ARCHITECTS, R.O.C. (“NAA”)

Month xx, 2024

Whereas NCARB and NAA have agreed to and signed a Mutual Recognition Agreement dated XX XX, 2024 (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

NCARB and NAA 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 the 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 the Agreement. Any proposed changes or irreconcilable disputes must be presented to NCARB and NAA for resolution.
- 1.4 Developing an agreed-upon process to address noncompliance with the Agreement by a Party and a mechanism for rescission of participation rights of a noncompliant Party if necessary. NCARB will be responsible for the official list of NCARB Member Boards that are Participants.

2. Mechanisms for Application

- 2.1 The point of contact for information for the United States is NCARB and for Taiwan is NAA.
- 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 licensure/registration status shall be in uniform format and in English and Taiwanese.
- 2.4 The Parties mutually agree and are authorized by the Agreement to utilize a secure document management system, the selection of which shall be a joint decision. The chosen document management system shall be employed to facilitate efficient communication and the secure exchange of documents and information related to the Agreement.

3. Application Process

3.1 Eligibility

To be eligible to benefit from the 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 the appropriate forms from the relevant Party to confirm that the applicant’s qualifications satisfy the requirements of the Agreement.

3.3 Transmittal of Required Documentation

For purposes of this Section 3.3, “**Required Documentation**” means the specific official documentation necessary for a Party to be able to confirm that an applicant meets the applicable requirements set forth below.

U.S. Architects to NAA:

NCARB will transmit to NAA the Required Documentation, which must confirm that the architect is licensed by a Participant (but not through a foreign reciprocal licensing/registration agreement) and holds an NCARB Certificate.

Taiwan Architects to NCARB

NAA will transmit to NCARB the Required Documentation, which must confirm that the Taiwan architect is registered with NAA (but not through a foreign reciprocal licensing/registration agreement) and is in good standing.

3.4 Conditions

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

SIGNATURES

NCARB

NAA

President

Chair

CEO

CEO

Witness

Witness

Witness

Witness

Witness

Witness

Appendix D:

Tri-National Mutual Recognition Agreement for International Practice

TRI-NATIONAL MUTUAL RECOGNITION AGREEMENT FOR INTERNATIONAL PRACTICE

Among

REGULATORY ORGANIZATIONS OF ARCHITECTURE IN CANADA (ROAC)

and the

NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS (NCARB)

and the

COMITÉ MEXICANO PARA LA PRÁCTICA INTERNACIONAL DE LA ARQUITECTURA (COMPIAR)

comprising

FEDERACION DE COLEGIOS DE ARQUITECTOS DE LA REPUBLICA MEXICANA (FCARM)

and the

ASOCIACIÓN DE INSTITUCIONES DE ENSEÑANZA DE LA ARQUITECTURA
DE LA REPÚBLICA MEXICANA (ASINEA),

Hereinafter collectively referred to as the "Parties" and individually as a "Party"

Month Day, Year

WHEREAS, the Parties executed the Tri-National Mutual Recognition Agreement in Oaxaca, Mexico on October 7, 2005, referred to herein as the "Agreement";

WHEREAS, this Agreement was subsequently amended on April 22, 2010, in Washington, DC, United States, and referred to herein as the "Amendment";

WHEREAS, the "Appendix" that describes the Mechanism of Implementation for the Tri-National Mutual Recognition Agreement for International Practice of Architecture was signed on October 4, 2008, in Guanajuato, Mexico;

WHEREAS, at their meeting in Leon, Mexico, on November 23, 2023, the Parties agreed to further amend the Agreement as follows:

1. In the Agreement, the Amendment, and the Appendix, any references to the North American Free Trade Agreement (NAFTA) shall now refer to the United States-Mexico-Canada Agreement (USMCA).
2. In the Agreement, the Amendment, and the Appendix, all references to the Canadian Architectural Licensing Authorities (CALA) shall now refer to the Regulatory Organizations of Architecture in Canada (ROAC).

3. In the Agreement, the Amendment, and the Appendix, all references to the Comité Mexicano de Acreditación de Enseñanza de la Arquitectura (COMAEA) shall now refer to the Acreditadora Nacional de Programas de Arquitectura y del Espacio Habitable (ANPADEH).
4. In Section 4 “Mutual Recognition” of the Agreement, the paragraph stating the prerequisites of “...a minimum of 10 years of defined professional experience in the Practice of Architecture by an Architect licensed/registered in his/her home jurisdiction” shall now read:

“...a minimum of 5 years of professional experience in the Practice of Architecture post licensure/registration.”

5. Replace Section 4.5 titled “Basis for Eligibility” in the Agreement with:

4.5 Basis for eligibility

Tri-National applicants must have completed an architecture program accredited by NAAB, ANPADEH or CACB, or recognized equivalent accepted as having satisfied the education component for licensure in the home country.

Architects shall demonstrate a minimum of five years of post-registration licensure experience in the Practice of Architecture, with at least two years being in their home jurisdiction in responsible control of the comprehensive Practice of Architecture. The remaining years may take place within either of the other two countries represented in this Agreement under the supervision of an architect licensed/registered in that country. All experience shall be as determined by the Tri-National Council for International Practice and documented by a dossier of work.

6. Subsection 4.5.2 US Architect, under section 4.5 “Basis for Eligibility of the Agreement” shall be expanded to include:

4.5.2.3 Hold a current NCARB Certificate

7. In the Appendix, section 4.0 “Licensing Requirements/Procedures Other Than Qualifications”, clause 4.2 stating “Proof of Good Standing: Applicants for registration shall be required to produce evidence of good standing” shall be replaced by:

4.2 Attestation of Good Standing: Applicants for registration shall attest to the good standing of their license/registration.

8. In the Appendix, section 4.0 “Licensing Requirements/Procedures Other Than Qualifications”, clause 4.7 stating “Regulations Relating to Nationality: Only nationals of the countries represented by the parties shall be beneficiaries of this agreement” shall be deleted.

9. Step 2.2 of the Application Process detailed in the Appendix stating “The applicant shall secure a written statement from their Competent Body stating that the applicant either has no record or notice of a disciplinary action or if such record exists, describing such action and its current status. This statement must be sent directly to the point of contact for information of the applicant's home jurisdiction” shall be replaced by:

Step 2.2 Applicants must attest that their license/registration is free from any disciplinary actions and/or not currently in review by a disciplinary committee or any such board thereof. Directly or indirectly lying on an attestation shall result in disqualification or license/registration revocation.

10. Step 4.1 of the Application Process detailed in the Appendix stating “If there is concern about the dossier meeting all requirements, the applicant may be required to participate in an interview before a committee in the host jurisdiction. The interview will be conducted in the language of the host jurisdiction” shall be replaced by:

4.1 The applicant will be required to participate in an interview before a committee representing the host jurisdiction. The interview will be conducted in the language of the host jurisdiction.

11. In the Appendix’s closing, the paragraph stating “This agreement of the Implementation Mechanisms is the appendix of the Mutual Recognition Agreement, signed between the Architects of the NAFTA countries in Oaxaca, Mexico on October 7, 2005, and approved by the NAFTA Free Trade Commission on August 14, 2007” shall now read:

This Agreement of the Implementation Mechanisms is the appendix of the Mutual Recognition Agreement, signed between the Architects of the NAFTA (now USMCA) countries in Oaxaca, Mexico on October 7, 2005, and approved by the NAFTA Free Trade Commission (subsequently under the auspices of USMCA) on August 14, 2007.

This Amendment has been drawn up in English and Spanish, in two originals. In case of any discrepancy between versions, the English version shall prevail.

The authorized representatives of NCARB, ROAC, COMPIAR, FCARM, and ASINEA have executed this Amendment.

Canadian Organization:

Kristi Doyle
Executive Director
Regulatory Organizations of Architecture In Canada
(ROAC)

Date

United States Organization:

Jon Alan Baker President/Chair of the Board National Council of Architectural Registration Boards (NCARB)	Date
--------------------------------------------------------------------------------------------------------------------	------

Michael J. Armstrong Chief Executive Officer National Council of Architectural Registration Boards (NCARB)	Date
---------------------------------------------------------------------------------------------------------------------	------

Mexican Organizations:

Arq. Victoria Paulina Rodríguez Mosqueda President Federación de Colegios de Arquitectos de la República Mexicana (FCARM)	Date
------------------------------------------------------------------------------------------------------------------------------------	------

Luis Enrique López Cardiel Chair Comité Mexicano para la Práctica Internacional De La Arquitectura (COMPIAR)	Date
-----------------------------------------------------------------------------------------------------------------------	------

Homero Hernández Tena President Asociación de Instituciones de la Enseñanza de la Arquitectura de la República Mexicana A.C. (ASINEA)	Date
------------------------------------------------------------------------------------------------------------------------------------------------	------

Witnesses:

Elias Cisneros Ávila
Secretary of Biennials and Competitions,
FCARM

Sara Topelson Frydman.
Secretary of International Affairs, FCARM

Anuar A. Kasis Ariciaga
President, ANPADEH

Honorato Carrasco Mahr
Executive Coordinator, CONARC

Alejandra Mondaca Fimbres
General Secretary, ANPADHE

Fernando Mora Mora
Asesor, ANPADEH

Raúl López Ramírez
Coordinator, ARM-CONARC

Sergio García Guízar
President, Colegio de Arquitectos Cancún

Juan Luis Gracia Uribe
Comisión FCARM sin Fronteras

Marco Antonio Vergara Vazquez
Representante Consejo Expresidentes FCARM

Alfred Vidaurri
NCARB Past President

Harry M. Falconer Jr.
Vice-president, Experience + Education, NCARB

Bryan Vallejo
Manager, Experience + Education NCARB

Patricia Ramallo
Assistant Vice-president, Innovation, NCARB

Leif-Peter Fuchs
International Relation Committee, ROAC

ACUERDO DE RECONOCIMIENTO MUTUO TRI-NACIONAL PARA LA PRÁCTICA INTERNACIONAL

Entre

REGULATORY ORGANIZATIONS OF ARCHITECTURE IN CANADA (ROAC)

y el

NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS (NCARB)

y el

COMITE MEXICANO PARA LA PRACTICA INTERNACIONAL DE LA ARQUITECTURA (COMPIAR)

compuesto por

FEDERACION DE COLEGIOS DE ARQUITECTOS DE LA REPUBLICA MEXICANA A.C. (FCARM)

y el

ASOCIACION DE INSTITUCIONES DE ENSEÑANZA DE LA ARQUITECTURA
DE LA REPUBLICA MEXICANA A.C. (ASINEA),

En adelante referidos colectivamente como las "Partes" e individualmente como una "Parte"

Mes Día, Año

CONSIDERANDO que las Partes ejecutaron el Acuerdo de Reconocimiento Mutuo Tri-Nacional en Oaxaca, México, el 7 de octubre de 2005, referido en este documento como el "Acuerdo";

CONSIDERANDO que este Acuerdo fue posteriormente enmendado el 22 de abril de 2010, en Washington, D.C., Estados Unidos, y referido en este documento como la "Enmienda";

CONSIDERANDO que el "Apéndice" que describe el Mecanismo de Implementación para el Acuerdo de Reconocimiento Mutuo Tri-Nacional para la Práctica Internacional de la Arquitectura fue firmado el 4 de octubre de 2008, en Guanajuato, México;

CONSIDERANDO que, en su reunión en León, México, el 23 de noviembre de 2023, las Partes acordaron enmendar aún más el Acuerdo de la siguiente manera:

1. En el Acuerdo, la Enmienda y el Apéndice, cualquier referencia al Tratado de Libre Comercio de América del Norte (TLCAN) ahora se referirá al acuerdo Estados Unidos-México-Canadá (T-MEC).

2. En el Acuerdo, la Enmienda y el Apéndice, todas las referencias a las Canadian Architectural Licensing Authorities (CALA) ahora se referirán a las Regulatory Organizations of Architecture in Canada (ROAC).
3. En el Acuerdo, la Enmienda y el Apéndice, todas las referencias al Comité Mexicano de Acreditación de Enseñanza de la Arquitectura (COMAEA) ahora se referirán a la Acreditadora Nacional de Programas de Arquitectura y del Espacio Habitable (ANPADEH).
4. En la Sección 4 Reconocimiento Mutuo del Acuerdo, el párrafo que establece los requisitos previos de "... un mínimo de 10 años de experiencia profesional definida en la Práctica de la Arquitectura por un Arquitecto licenciado/registrado en su jurisdicción de origen" ahora se leerá:

"... un mínimo de 5 años de experiencia profesional en la práctica de la arquitectura después de la licencia/registro."

5. Reemplazar la Sección 4.5 titulada "Bases para la Elegibilidad" en el Acuerdo con:

4.5 Bases para la elegibilidad. Los solicitantes Tri-Nacionales deben haber completado un programa de arquitectura acreditado por NAAB, ANPADEH o CACB, o un equivalente reconocido aceptado como satisfactorio para el componente educativo de la licencia en el país de origen.

Los arquitectos deben demostrar un mínimo de cinco años de experiencia en la Práctica de la Arquitectura después del registro/licencia, con al menos dos años en su jurisdicción de origen en control responsable de la Práctica integral de la Arquitectura. Los años restantes pueden tener lugar en cualquiera de los otros dos países representados en este acuerdo bajo la supervisión de un arquitecto licenciado/registrado en ese país. Toda la experiencia será determinada por el Consejo Tri-Nacional para la Práctica Internacional y documentada por un expediente de trabajo.

6. La subsección 4.5.2 Arquitecto de EE. UU., bajo la sección 4.5 "Bases para la Elegibilidad del Acuerdo", se ampliará para incluir:

4.5.2.3 Poseer un Certificado NCARB actual

7. En el Apéndice, sección 4.0 "Requisitos/Procedimientos de Licencia Otros que no sean Calificaciones", la cláusula 4.2 que indica "Prueba de Buena Conducta: Los solicitantes de registro deberán producir evidencia de buena conducta" será reemplazada por:

4.2 Declaración de Buena Conducta: Los solicitantes de registro deberán dar fé de buena conducta de su licencia/registro.

8. En el Apéndice, sección 4.0 "Requisitos/Procedimientos de Licencia Otros que no sean Calificaciones", la cláusula 4.7 que indica "Regulaciones Relativas a la Nacionalidad: Solo los nacionales de los países representados por las partes serán beneficiarios de este acuerdo" será eliminada.

9. Paso 2.2 del Proceso de Solicitud detallado en el Apéndice que indica “El solicitante deberá obtener una declaración escrita de su Órgano Competente que indique que el solicitante no tiene registro ni notificación de una acción disciplinaria o, si tal registro existe, describiendo dicha acción y su estado actual. Esta declaración debe ser enviada directamente al punto de contacto para información de la jurisdicción de origen del solicitante” será reemplazado por:

Paso 2.2 Los solicitantes deben dar fé que su licencia/registro está libre de cualquier acción disciplinaria y/o no está actualmente en revisión por un comité disciplinario o cualquier junta de este tipo. Mentir directa o indirectamente en una declaración resultará en descalificación o revocación de la licencia/registro.

10. Paso 4.1 del Proceso de Solicitud detallado en el Apéndice que indica “Si hay preocupación acerca de que el dossier cumpla con todos los requisitos, el solicitante puede ser requerido a participar en una entrevista ante un comité en la jurisdicción anfitriona. La entrevista se llevará a cabo en el idioma de la jurisdicción anfitriona” será reemplazado por:

4.1 El solicitante deberá participar en una entrevista ante un comité que represente a la jurisdicción anfitriona. La entrevista se llevará a cabo en el idioma de la jurisdicción anfitriona.

11. En el cierre del Apéndice, el párrafo que establece: "Este acuerdo de los Mecanismos de Implementación es el apéndice del Acuerdo de Reconocimiento Mutuo, firmado entre los Arquitectos de los países del TLCAN en Oaxaca, México, el 7 de octubre de 2005, y aprobado por la Comisión de Libre Comercio del TLCAN el 14 de agosto de 2007" ahora se leerá:

Este Acuerdo de los Mecanismos de Implementación es el apéndice del Acuerdo de Reconocimiento Mutuo, firmado entre los Arquitectos de los países del T-MEC (anteriormente TLCAN) en Oaxaca, México, el 7 de octubre de 2005, y aprobado por la Comisión de Libre Comercio del T-MEC (posteriormente bajo los auspicios de T-MEC) el 14 de agosto de 2007.

Esta Enmienda se ha redactado en inglés y español, en dos originales. En caso de cualquier discrepancia entre las versiones, prevalecerá la versión en inglés.

Los representantes autorizados de NCARB, ROAC, COMPIAR, FCARM y ASINEA han ejecutado esta Enmienda.

Organización Canadiense:

Kristi Doyle
Executive Director
Regulatory Organizations of Architecture In Canada

Date

(ROAC)

Organización Estadounidense:

Jon Alan Baker President/Chair of the Board National Council of Architectural Registration Boards (NCARB)	Date
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Michael J. Armstrong Chief Executive Officer National Council of Architectural Registration Boards (NCARB)	Date
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Organizaciones Mexicanas:

Arq. Victoria Paulina Rodríguez Mosqueda President Federación de Colegios de Arquitectos de la República Mexicana (FCARM)	Date
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Luis Enrique López Cardiel Chair Comité Mexicano para la Práctica Internacional De La Arquitectura (COMPIAR)	Date
-----------------------------------------------------------------------------------------------------------------------	------

Homero Hernández Tena President Asociación de Instituciones de la Enseñanza de la Arquitectura de la República Mexicana A.C. (ASINEA)	Date
------------------------------------------------------------------------------------------------------------------------------------------------	------

Witnesses:

Marco Antonio Vergara Vazquez
Consejo de Expresidentes
Representative, FCARM.

Alfred Vidaurri
NCARB President Pasado

Harry M. Falconer Jr.
Vice-presidente, Experiencia + Educación,
NCARB

Bryan Vallejo
Manager, Experiencia + Educación, NCARB

Patricia Ramallo
Asistente de Vice-presidente, Innovación,
NCARB

Leif-Peter Fuchs
International Relation Committee, ROAC

Appendix E:

Tri-National Mutual Recognition Agreement for International Practice With
Strikethrough

**TRI-NATIONAL MUTUAL RECOGNITION AGREEMENT
FOR INTERNATIONAL PRACTICE**

OAXACA, MEXICO OCTOBER 7, 2005

[As amended on April 22, 2010]

[Draft 2023 amendments in red]

Among
COMITE MEXICANO PARA LA PRACTICA INTERNACIONAL DE LA ARQUITECTURA (COMPIAR)
comprising
FEDERACION DE COLEGIOS DE ARQUITECTOS DE LA REPUBLICA MEXICANA (FCARM)
And the
CONSEJO NACIONAL DE REGISTRO DE CERTIFICACIÓN (CONARC)
And the
ASOCIACION DE INSTITUCIONES DE ENSEANZA DE LA ARQUITECTURA DE LA REPUBLICA MEXICANA (ASINEA),
And the
NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS (NCARB, U.S.A.)
And the
~~**CANADIAN ARCHITECTURAL LICENSING AUTHORITIES (CALA)**~~ **REGULATORY ORGANIZATIONS OF ARCHITECTURE IN CANADA (ROAC)**
And witnessed by the
AMERICAN INSTITUTE OF ARCHITECTS (AIA)
And the
ROYAL ARCHITECTURAL INSTITUTE OF CANADA (RAIC)

Whereas, the signatories, COMPIAR, NCARB and ~~CALAROAC~~, are the national representatives of the Competent Bodies of Colegios, Member Boards and Provincial/Territorial Associations of the Domestic Jurisdictions in charge of negotiations regarding the procedures to regulate international practice of architects within Mexico, the United States and Canada, commit themselves to carry out the agreement described below, in the spirit of the ~~North American Free Trade Agreement (NAFTA, Chapter XII, Annex 1210.5)~~ United States-Mexico-Canada Agreement (USMCA), and

Whereas AIA and RAIC, the national bodies representing the profession of architecture within the United States and Canada, endorse and support this agreement, and

Whereas, the signatories share the goal of allowing qualified architects to offer professional services within their Domestic Jurisdictions under circumstances that protect the health, safety and welfare of the public and respect the architectural culture, heritage and laws of the Domestic Jurisdiction in which the services are performed, and

Whereas, all parties recognize that differences among the standards and processes for licensing/registering architects in the Domestic Jurisdiction of Mexico, the United States and Canada must be duly respected and appropriately addressed in order to reach this goal, now

Therefore, COMPIAR (FCARM and ASINEA), NCARB, and ~~CALAROAC~~ express their commitment and understanding of the following, which shall not modify any other agreements between the signatories, and witnesses hereto.

DEFINITIONS

For the purposes of this Agreement:

COMPIAR

Is the Mexican committee of architects established by the Mexican government in charge of negotiations regarding the international practice of foreign architects in Mexico and Mexican architects abroad. It is chaired jointly by FCARM and ASINEA.

COLEGIO

Colegio refers to a local association of architects officially recognized under Mexican law.

COMPETENT BODY

Refers to, as applicable, the Federación de Colegios, Member Board, or Provincial/Territorial Association.

LICENSED ARCHITECT

Licensed/registered refers to the licensing, registering, certifying, granting a Cedula or otherwise authorizing an architect to use the title "architect" and otherwise engage in the Practice of Architecture within the applicable jurisdiction by a Competent Body.

MEMBER BOARD

Member Board refers to the agency in the United States jurisdictions with authority by law to license/register architects and otherwise regulate use of the title "architect" and the practice of architecture within the applicable jurisdiction.

PROVINCIAL/TERRITORIAL ASSOCIATION

Provincial/Territorial Association refers to the self-regulating licensing bodies in Canada empowered by law to register/license architects and otherwise regulate use of the title "architect" and the practice of architecture within the applicable jurisdiction.

RESPONSIBLE CONTROL

Responsible control refers to that amount of control over and detailed knowledge of the content of architectural technical submissions during their preparation as is ordinarily exercised by registered/licensed architects in the Host Jurisdiction applying the required standard of care.

PRACTICE OF ARCHITECTURE

The Practice of Architecture refers to an architect being registered/licensed to design buildings for human habitation without limit as to type, size, or cost of construction.

FORM AND CONTENT OF AGREEMENT

1. Participants

1.1 The parties to implement the agreement are:

- 1.1.1 Federación de Colegios de Arquitectos de la República Mexicana (FCARM), and the Asociación de Instituciones de Enseñanza de la Arquitectura de la República Mexicana (ASINEA)
- 1.1.2 National Council of Architectural Registration Boards (NCARB)
- 1.1.3 ~~Canadian Architectural Licensing Authorities (CALA)~~ Regulatory Organizations of Architecture in Canada (ROAC)

1.2 The parties endorsing and supporting the agreement are:

- 1.2.1 American Institute of Architects (AIA)
- 1.2.2 Royal Architectural Institute of Canada (RAIC)

1.3 For Mexico, the competent authorities other than the parties are:

- 1.3.1 The Secretaria de Economía - Dirección General de Negociaciones y Servicios (the Secretary of Economy- General Directorate of Negotiations and Services), and
- 1.3.2 The Secretaria de Educación Pública- Dirección General de Profesiones (the Secretary of Education - General Directorate of Professions)

1.4 For the United States, the competent authorities other than the parties are the state and territorial boards of architecture.

1.5 For Canada, the competent authorities other than the parties are: The provincial/territorial architectural associations.

1.6 Status and area of competence of each party

- 1.6.1. COMPIAR is the official body established by the Mexican Federal Government to negotiate the international practice of foreign architects in Mexico and Mexican architects abroad. It is chaired jointly by FCARM and ASINEA.
- 1.6.2 FCARM is the organization in Mexico that represents the local Colegios. These Colegios are mandated by law to protect the title "architect" within their jurisdiction.
- 1.6.3 ASINEA is the organization that represents the schools of architecture in Mexico.
- 1.6.4 NCARB is the organization whose membership comprises the 55 state and territorial boards of architecture that regulate the profession in the United States.
- 1.6.5 ~~CALAROAC~~ is the committee that represents the 11 Canadian Provincial and Territorial Associations that are mandated by law to regulate the profession in Canada.

2. Purpose of the agreement

2.1 This Agreement establishes criteria, procedures and measures for the mutual recognition of qualifications that will facilitate the portability of qualifications through reciprocity for the provision of services within the ~~NAFTA~~USMCA countries. The purpose of this agreement is to:

- 2.1.1 Establish mutually acceptable standards for practice and professionalism, including expertise, autonomy, commitment and accountability.
- 2.1.2 Establish a system of governance to serve the Agreement that enables it to properly monitor performance, facilitate implementation, including the audit of academic standards and systems of continuing professional development (CPD) and resolve disagreements.
- 2.1.3 Ensure consumer protection and safeguard the interest of society, architecture, the environment, sustainability, culture and public health, safety, welfare.
- 2.1.4 Set standards in recognizing equivalence in qualifications;
- 2.1.5 Prevent practice by unqualified persons.
- 2.1.6 Not supersede or otherwise affect any other agreements between or among any of the parties.

3. Reference and background framework

Principles of Professionalism

Members of the architectural profession in the ~~NAFTA~~USMCA countries are dedicated to the highest standards of professionalism, integrity and competence, and bring to society unique skills and aptitudes essential to the sustainable development of the built environment and the welfare of their societies and cultures. Principles of professionalism are established in legislation, as well as in codes of ethics and regulations defining professional conduct

3.1.1 Expertise

Architects possess a systematic body of knowledge, skills and theory developed through education, graduate and post-graduate training, and experience. The process of architectural education, training and examination is structured to assure the public that, when an architect is engaged to perform professional services, that architect has met acceptable standards enabling competent performance of those services. Furthermore, members of most professional societies of architects are charged to maintain and advance their knowledge of the art and science of architecture, to respect the body of architectural accomplishment and to contribute to its growth.

Autonomy

Architects provide objective expert advice to the client and/or users. Architects are charged to uphold the ideal that learned and uncompromised professional judgment should take precedence over any other motive in the pursuit of the art and science of architecture. Architects are also charged to embrace the spirit and letter of the laws governing their professional affairs and to consider thoughtfully the social, urban and environmental impact of their professional activities.

Commitment

Architects bring a high level of selfless dedication to the work done on behalf of their clients and society. Members of the profession are charged to serve their clients and the public in a competent

and professional manner and to exercise unprejudiced and unbiased judgment on their behalf.

Accountability

Architects are aware of their responsibility for the independent and, if necessary, critical advice provided to their clients and for the effects of their work on society and the environment. Architects undertake to perform professional services only when they, together with those whom they may engage as consultants, are qualified by education, training and/or experience in the specific technical areas involved.

3.2 Professional Designation

The designation "architect" is reserved by law to a person who is professionally and academically qualified and registered/licensed/certified to practice architecture in the jurisdiction in which s/he practices and is responsible for advocating the fair and sustainable development, welfare and cultural expression of society's habitat in terms of space, form and historical context.

3.3 Scope of Practice of Architecture

Architects registered in a jurisdiction are required to follow the laws and codes in force in each jurisdiction in which they have been authorized to practice. Architects practicing outside their own country under this agreement are limited to providing those services that local architects are permitted to provide and will only provide those services they customarily provide in their own country if less than those services permitted in the host jurisdiction.

This MRA recognizes the highest standards of education and practical training of architect within the three countries, which enables them to fulfill their fundamental professional requirements. These standards recognize different national, educational traditions and, therefore, allow for factors of equivalency.

4. Mutual Recognition

The following are the foundations of the Mutual Recognition Agreement:

The circumstances under which the Competent Bodies of the three nations shall accept the credentials of a licensed/registered Foreign Architect as a basis for being licensed/registered to engage in the Practice of Architecture in the Host Jurisdiction, subject to the requirements of periodic renewal.

The circumstances under which a minimum of ~~10-5~~ years of defined professional experience in the Practice of Architecture ~~by an Architect licensed/registered in his/her home jurisdiction post licensure/registration.~~

The nature and extent of the demonstrations to be required by the Competent Bodies of each nation for showing that the Foreign Architect has acquired knowledge of the codes, laws and other matters applicable to the Practice of Architecture in the Host Jurisdiction.

The nature and responsibilities of the Tri-National Council for International Practice, with respect to overseeing administrative processes implementing a Mutual Recognition Agreement such as transmission of documents, fees, verification of experience and other matters.

Mutual recognition means that Tri-National architects who meet the following requirements shall be recognized in each other's jurisdictions.

4.5 Basis for eligibility

~~Tri-National architects must have completed an accredited or recognized architecture program (by NAAB, ASINEA/COMAEA or CACB), or recognized equivalent that has been accepted for licensure, and been assessed within their own country as eligible for independent practice; and shall demonstrate a period of not less than ten years in certified post-registration/licensure, at least two years of which must be in responsible control of the comprehensive practice of architecture as determined by the Trinational Council for International Practice, and documented by a dossier of work.~~

Tri-National applicants must have completed an architecture program accredited by NAAB, ANPADEH or CACB, or recognized equivalent accepted as having satisfied the education component for licensure in the home country.

Architects shall demonstrate a minimum of five years of post-registration licensure experience in the Practice of Architecture, with at least two years being in their home jurisdiction in responsible control of the comprehensive Practice of Architecture. The remaining years may take place within either of the other two countries represented in this Agreement under the supervision of an architect licensed/registered in that country. All experience shall be as determined by the Tri-National Council for International Practice and documented by a dossier of work.

4.5.1 Mexican Architect

The Mexican architect shall:

- 4.5.1.1 Meet the requirements set down by the Federal Government (Professional Cedula).
- 4.5.1.2 Comply with FCARM registration/certification requirements.

4.5.2 US Architect

The US Architect shall:

- 4.5.2.1 Meet jurisdictional education, training and examination (ARE and its US predecessors) requirements in effect at the time of registration/licensure
- 4.5.2.2 Comply with any jurisdictional registration/licensing requirements.
- 4.5.2.2 Hold a current NCARB Certificate

4.5.3 Canadian Architect

The Canadian Architect shall:

- 4.5.3.1 Meet jurisdictional education, training and examination requirements in effect at the time of registration/licensure.
- 4.5.3.2 Comply with any jurisdictional registration/licensing requirements.

4.6 Criteria for post-registration/licensure practice experience

4.6.1 Certified professional experience in Responsible Control of the comprehensive practice of architecture comprising all activities from preliminary studies through construction contract administration. Certification shall be in a form accepted by the Trinational Council for International Practice as described in the Appendix, entitled Mechanisms for the Implementation of the North American MRA, confirming that the applicant has been practicing architecture, and thereby maintaining registration, and is in good standing.

5. Ratification and Effectiveness

This Agreement has been duly executed and signed by an official representative of each of the signatories. The Agreement shall come into effect on the date it is suitably ratified by the competent bodies.

This Agreement and its Appendix shall be executed in English, Spanish and French.

This Agreement, including one Appendix, constitutes the Mutual Recognition Agreement, negotiated between the Architects of the ~~NAFTA~~USMCA countries. The Appendix is meant to outline the mechanisms for the implementation of the Agreement and may be amended through negotiations by all parties.

[SIGNATURE BLOCK OMITTED FOR CLARITY]

APPENDIX
MECHANISMS FOR THE IMPLEMENTATION OF THE TRI-NATIONAL MUTUAL RECOGNITION
AGREEMENT FOR INTERNATIONAL PRACTICE

Guanajuato, Gto, Mexico
October 4, 2008

1.0 RULES AND PROCEDURES TO MONITOR AND ENFORCE

1.1 Council for Tri-National Practice of Architecture

1.1.1 The Council for Tri-National Practice of Architecture (CTPA) is established to facilitate the implementation of this Agreement, to oversee administrative processes, and to monitor the performance of all parties who have agreed to be bound by the terms and conditions 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 the intent of this Agreement.

1.1.2 The Council will also monitor the Tri-National 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.

1.1.3 The Council for Tri-National Practice of Architecture shall maintain regular contact and meet annually or as often as required in order to effectively perform its duties and assist in the resolution of disputes.

1.1.4 Each Council for Tri-National Practice of Architecture country must be represented by a minimum of two (2) and a maximum of five (5) Officers/Members/Representatives appointed by each organization. The organizations are the Federación de Colegios de Arquitectos de la República Mexicana (FCARM) in Mexico, the National Council of Architectural Registration Boards (NCARB) in the US, and the Regulatory Organizations of Architecture in Canada (ROAC).

1.2 Meeting

1.2.1 At Council meetings a representative of the host organization shall serve as Chair. Hosting shall be on a rotating basis: Mexico, Canada, US.

1.2.2 Meeting locations and dates shall be proposed by the hosting organization, subject to agreement by the others.

1.2.3 The host organization is responsible for location hotel and meeting room arrangements, catering, dinner reservations, Agenda, Minutes and, shall provide translation services when needed.

1.2.4 Face-to-face meetings and draft agenda require two-month notice.

1.2.5 Minutes must be prepared and distributed within two months.

1.3 Expenses

- 1.3.1 Each organization is responsible for their travel, hotel and miscellaneous expenses for its attendees. The host organization shall make rooming arrangements for each attendee to be individually charged.
- 1.3.2 Lunches during the meeting day are the responsibility of the host organization.
- 1.3.3 Dinners during the meeting are paid by the meeting host organization and back billed to the others, proportionately.
- 1.3.4 In the case of jointly appointed task force or committee, each organization shall assume responsibility for its appointees.
- 1.4 Finances
 - 1.4.1 There are no dues.
 - 1.4.2 Each organization is responsible for its own expenses.

2.0 MECHANISMS FOR DIALOGUE AND ADMINISTRATIVE CO-OPERATION

The Council for Tri-National Practice of Architecture will put in place mechanisms and procedures, which will include:

- 2.1 Establishing the standards of professional competency as defined in step 3 dossier that must be met by architects in the three countries who wish to avail themselves of this agreement.
- 2.2 Establishing the rules and procedures necessary for the application, evaluation and monitoring of the provisions in this Agreement. Members of the Council for Tri-National Practice of Architecture shall maintain regular contact and hold meetings annually or as often as required to review the implementation and effectiveness of the agreement.
- 2.3 Acting as an information source in each participating jurisdiction so that architects can be informed about registration/licensing requirements and sanctions that might be applied in accordance with this document.
- 2.4 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.
- 2.5 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 the original signatories for resolution.
- 2.6 An appeals process for applicants, as determined by the signatories of this agreement.
- 2.7 Additional tasks as determined by the Tri-National Council.

3.0 MECHANISMS FOR APPLICATION

- 3.1 The point of contact for information for Mexico: FCARM; for the USA: NCARB; for Canada; RAIC.
- 3.2 Procedures for processing applications shall be drafted by October 2008, tested on initial applications in Spring 2009, and finalized by June 2009.
- 3.3 Once established and operational, actual applications shall be processed within a reasonable period of time from receipt of a completed application.
- 3.4 Documentation forms to be used by local jurisdictions to certify an

applicant's registration/licensure status shall be in uniform format and in English, Spanish and French as developed from time to time.

4.0 LICENSING REQUIREMENTS/PROCEDURES OTHER THAN QUALIFICATIONS

- 4.1 Residency Requirements: Competent Bodies represented by the Parties to this agreement shall not require applicants to take up residency.
- 4.2 Attestation of Good Standing: Applicants for registration shall attest to the good standing of their license/registration.
- 4.3 Professional Liability Insurance: Where required applicants for registration shall produce evidence of Professional Liability Insurance as required by the host Competent Body.
- 4.4 Local Requirements and Language: Applicants shall comply with local regulations for the practice of architecture in the host Competent Body. The nature and extent of the demonstrations to be required by the host Competent Body, for showing that the Foreign Architect has acquired local knowledge of the codes, laws and other matters applicable to the Practice of Architecture, shall be done in the common and technical language of that Jurisdiction.
- 4.5 Relevant Laws & Regulations: Applicants for registration in any Jurisdiction shall be fully responsible for complying with the laws and regulations of that Jurisdiction.
On-going Verification of Competence: Where compliance with a prescribed number of hours of Continuing Professional Development (Continuing Education) is a requirement for registration, applicants will agree to provide evidence of compliance as and when required.
- 4.6 Compliance with Host Jurisdiction's Ethics: Applicants shall comply with host jurisdiction's code of professional conduct and/or ethics.

5.0 TRANSPARENCY

- 5.1 Conditions for entry to and expulsion from jurisdictional registers shall be made publicly available.

6.0 RECIPROCITY

- 6.1 Mechanisms for the implementation of this agreement must maintain the principle of reciprocity. The Parties shall, to the extent possible, encourage the incorporation of their jurisdictions to accept and implement this Agreement, with a view to achieve universal acceptance in the future.
- 6.2 Incorporation of new jurisdictions shall be notified during future meetings of the CTPA.

7.0 REVISION OF AGREEMENT

- 7.1 The agreement is ongoing, subject to periodic review by the Signatories.

8.0 NOTICE OF TERMINATION

8.1 If any Signatories wish to terminate this Agreement, it will inform the other Signatories of this decision by giving 12 months' notice in writing.

APPLICATION PROCESS

STEP 1: ELIGIBILITY

- 1.1 To be eligible for Tri-National benefits through this process an Architect must meet the requirements of paragraph 4.5 of the MRA.

STEP 2: APPLICATION

The applicant must:

- 2.1 File an application and pay required fees; and

2.2

Applicants must attest that their license/registration is free from any disciplinary actions and/or not currently in review by a disciplinary committee or any such board thereof. Directly or indirectly lying on an attestation shall result in disqualification or license/registration revocation.

STEP 3: DOSSIER

- 3.1 Upon completion of their record and confirmation of initial eligibility for certification through the Tri- National process, an applicant must submit a dossier for review by their Home Review Body to determine satisfaction of Step One and to demonstrate competence to independently practice architecture in the host jurisdiction.
- 3.2 The dossier must:
 - 3.2.1 Be prepared in a format specified and submitted electronically;
 - 3.2.2 Contain a resume that outlines the applicant's comprehensive practice experience in the applicants home jurisdiction and lists the significant projects over which the applicant exercised responsible control;
 - 3.2.3 Demonstrate competence for the comprehensive practice of architecture, through graphic and written descriptions of a minimum of three projects appropriately complex to demonstrate competency as indicated below. "Comprehensive Practice" means practice in responsible control.
- 3.3 An Architect in responsible control must be competent to create architectural designs that:
 - 3.3.1 Demonstrate an understanding of the relationship between people and buildings, and between buildings and their environment, and the need to relate buildings and the spaces between them to human needs and scale;
 - 3.3.2 Respond to environmental concerns and address sustainability issues;
 - 3.3.3 Show skill in land-use planning and planning process;
 - 3.3.4 Take account of cultural and social factors.

- 3.4 An Architect in responsible control must be competent to translate a design concept into built form and be able to:
 - 3.4.1 Investigate and interpret design objectives and relevant issues and prepare the brief for a design project;
 - 3.4.2 Advise on project evaluations, feasibility studies and programs;
 - 3.4.3 Evaluate and determine structural, constructional and engineering elements of a building and integrate the advice and design of specialist disciplines into a building project;
 - 3.4.4 Assess the physical influences on buildings and the technologies associated with providing internal conditions of comfort and protection against the climate, and coordinate and integrate services systems to control them;
 - 3.4.5 Meet building users' requirements within the constraints imposed by cost factors and building regulations;
 - 3.4.6 Provide advice on issues of construction, procurement and contract administration;
 - 3.4.7 Generate the documentation and information needed to translate a design concept into a building;
 - 3.4.8 Manage the procurement of buildings, administer contractual arrangements and monitor their construction.
- 3.5 An Architect in responsible control must be competent in the practice of architecture and:
 - 3.5.1 Observe legal and regulatory obligations related to the planning and construction of buildings;
 - 3.5.2 Have adequate knowledge of the industries, organizations and procedures involved in the management and realization of a design project as a building;
 - 3.5.3 Observe the standards of conduct expected of a professional;
 - 3.5.4 Maintain competence in relevant aspects of the practice of architecture.
- 3.6 The applicant must describe the nature of their Responsible Control over each of the projects in each of the areas.

STEP 4: INTERVIEW

4.1

The applicant will be required to participate in an interview before a committee representing the host jurisdiction. The interview will be conducted in the language of the host jurisdiction.

4.2 The purpose of the interview may include the confirmation of:

4.2.1 The applicant's responsibility over the development, management and implementation of each submitted project;

4.2.2 The applicant's understanding of the host jurisdictions licensing and professional conduct requirements; and

4.2.3 The applicant's knowledge of the host jurisdictions building codes and laws.

STEP 5: NOTIFICATION

5.1 After satisfying all requirements, the applicant will be notified of the committee's decision by the host country competent body. A successful applicant will receive the support of the host national body, through whatever means available, for licensing in the various jurisdictions in that country. Local Competent Bodies within the host country may have additional non-discriminatory requirements.

5.2 An unsuccessful applicant will be notified of their deficiencies, and may elect to repeat the

application process, including payment of all fees.

The signature of this Appendix is subject to the ratification by the national representatives of the competent bodies.

This Agreement of the Implementation Mechanisms is the appendix of the Mutual Recognition Agreement, signed between the Architects of the NAFTA (now USMCA) countries in Oaxaca, Mexico on October 7, 2005, and approved by the NAFTA Free Trade Commission (subsequently under the auspices of USMCA) on August 14, 2007.

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