

**MEMORANDUM**

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

**FROM:** Sylvia Kwan, FAIA, NCARB, LEED AP, NCARB Secretary/Treasurer

**DATE:** February 4, 2025

**SUBJECT:** 2025 Draft Resolutions for Consideration

At the NCARB Board of Directors January 2025 Meeting, the Board voted to move five resolutions to the membership for discussion and feedback. These five resolutions will remain as drafts until the Board of Director's 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 2025 Annual Business Meeting.

All five draft resolutions are enclosed in this packet.

**Resolution 2025-A** would replace the existing Mutual Recognition Agreement (MRA) between NCARB and Regulatory Organizations of Architecture in Canada (ROAC). The amended MRA would eliminate post-licensure experience requirements as a qualification, remove citizenship requirements, and allow acceptance of pathways outside of the standard path to NCARB certification.

**Resolution 2025-B** would have the membership ratify an MRA developed between NCARB and Costa Rica's Colegio de Arquitectos de Costa Rica/Colegio Federado de Ingenieros y Arquitectos de Costa Rica (CACR/CFIA). The MRA recognizes the significant correlation of competency requirements at licensure between NCARB and CACR/CFIA and allows acceptance of pathways outside of the standard path to NCARB certification.

**Resolution 2025-C** would have the membership ratify an MRA developed between NCARB and the South African Council for the Architectural Profession (SACAP). The MRA recognizes the significant correlation of competency requirements at licensure between NCARB and SACAP and allows acceptance of pathways outside of the standard path to NCARB certification.

**Resolution 2025-D** proposes a housekeeping update to the *NCARB Certification Guidelines* that would replace all instances of the word “foreign” with “international” as it relates to NCARB’s programs for architects licensed outside of the United States. This resolution would not change any requirements for certification.

**Resolution 2025-E** would adjust the eligibility requirements for the Education Alternative to Certification outlined in the *NCARB Certification Guidelines* by eliminating the required three-year delay between initial licensure and eligibility to apply for certification through this pathway. This aligns with ongoing efforts to remove unnecessary time-bound restrictions in NCARB programs that are not tied to demonstrating competency.

### **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](mailto:secretary@ncarb.org) if you have any questions or would like to discuss further.



**Draft Resolutions**  
to be Acted Upon at the  
**2025 Annual Business Meeting**

FEBRUARY 2025

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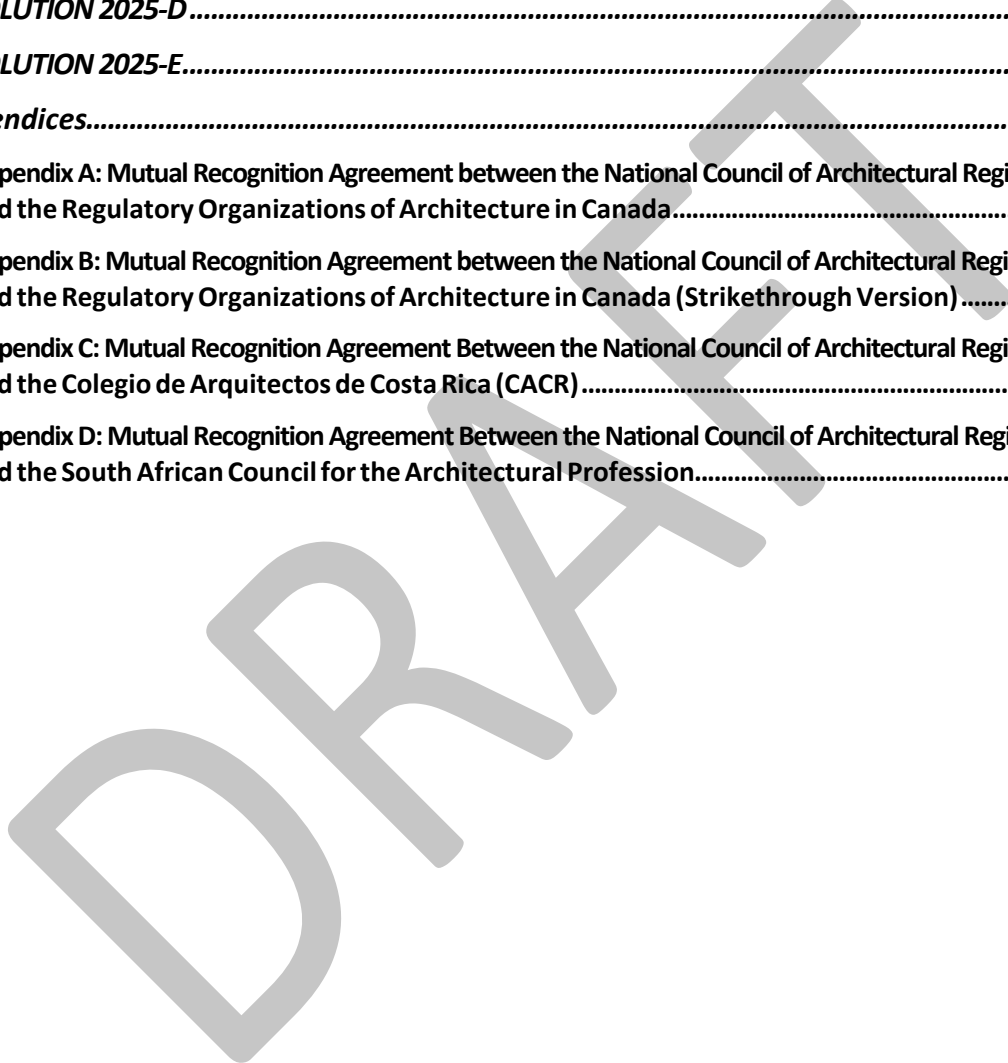
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## FY25 Draft Resolutions Overview

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 five draft resolutions (plus related supporting documentation as appropriate).

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### **Resolution 2025-A: Mutual Recognition Agreement With the Regulatory Organizations of Architecture in Canada (ROAC)**

This resolution would replace the existing Mutual Recognition Agreement (MRA) between NCARB and ROAC. The amended MRA would eliminate post-licensure experience requirements as a qualification, remove citizenship requirements, and allow acceptance of pathways outside of the standard path to NCARB certification. Appendix A includes the amended MRA, and Appendix B includes a markup of changes to the existing MRA.

*Strategic Plan Objective:*  Program and Service Excellence

### **Resolution 2025-B: Mutual Recognition Agreement With the Colegio de Arquitectos de Costa Rica/Colegio Federado de Ingenieros y Arquitectos de Costa Rica (CACR/CFIA)**

This resolution would have the membership ratify an MRA developed between NCARB and Costa Rica's Colegio de Arquitectos de Costa Rica/Colegio Federado de Ingenieros y Arquitectos de Costa Rica (CACR/CFIA). The MRA recognizes the significant correlation of competency requirements at licensure between NCARB and CACR/CFIA 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 2025-C: Mutual Recognition Agreement With the South African Council for the Architectural Profession (SACAP)**

This resolution would have the membership ratify an MRA developed between NCARB and the South African Council for the Architectural Profession (SACAP). The MRA recognizes the significant correlation of competency requirements at licensure between NCARB and SACAP and allows acceptance of pathways outside of the standard path to NCARB certification. Appendix D includes the proposed MRA.

*Strategic Plan Objective:*  Program and Service Excellence

**Resolution 2025-D: NCARB Certification Guidelines Amendment – International Terminology**

This resolution proposes a housekeeping update to the *NCARB Certification Guidelines* that would replace all instances of the word “foreign” with “international” as it relates to NCARB’s programs for architects licensed outside of the United States. This change reflects current best practices regarding terminology for international engagement. This resolution would not change any requirements for certification.

*Strategic Plan Objective:*  Program and Service Excellence

**Resolution 2025-E: NCARB Certification Guidelines Amendment – Education Alternative Eligibility**

This resolution would adjust the eligibility requirements for the Education Alternative to Certification outlined in the *NCARB Certification Guidelines* by eliminating the required three-year delay between initial licensure and eligibility to apply for certification through this pathway. This aligns with ongoing efforts to remove unnecessary time-bound restrictions in NCARB programs that are not tied to demonstrating competency. Education Alternative applicants would still be required to demonstrate learning through experience by completing either the Two Times AXP or Certificate Portfolio pathways.

*Strategic Plan Objective:*  Program and Service Excellence

Strategic Plan Objective:  Program and Service Excellence

## RESOLUTION 2025-A

**TITLE:** Mutual Recognition Agreement With the Regulatory Organizations of Architecture in Canada (ROAC)

**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 Canada is significantly similar to the process to obtain a license in the United States insofar as applicants satisfy prescribed competencies required for licensure; and

**WHEREAS,** the International Qualifications Evaluation Work Group, composed of volunteer subject-matter experts, has thoroughly assessed the competencies required for licensure set by the Regulatory Organizations of Architecture in Canada (ROAC) and determined significant correlation exists between the competency requirements in Canada and the United States; and

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

**NOW, THEREFORE, IT IS HEREBY:**

**RESOLVED,** that the Mutual Recognition Agreement between the National Council of Architectural Registration Boards, representing the 55 architectural licensing boards of the United States, and the Regulatory Organizations of Architecture in Canada be and hereby is ratified and approved as published in Appendix A in these resolutions.

**FURTHER RESOLVED,** that upon the approval of this MRA by a majority of the Council Member Boards, such change 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 the National Council of Architectural Registration Boards (NCARB) and the Regulatory Organizations of Architecture in Canada (ROAC) expands opportunities for U.S. and Canadian architects, enabling them to establish professional connections, seek work, and perform services as a licensed architect in the other country. This *new* MRA is in its final form and will be signed by NCARB and ROAC following ratification by the Member Boards. Once approved and signed by all parties, the MRA will take effect in late 2025 and supersede all prior Agreements between the two organizations.

The new terms negotiated for the NCARB/ROAC MRA represent a strategic evolution in NCARB's approach to certification and licensure, prioritizing competency-based standards and removing barriers unrelated to professional qualifications. This evolution supports architects with diverse licensure paths and reflects NCARB's commitment to fostering a globally connected profession while maintaining rigorous standards for licensure.

Key changes in the new agreement include:

1. Accepting architects who obtained their NCARB Certificate or Canadian license through various routes, including alternative qualifications and international architect pathways (except for another MRA).
2. Eliminating the 2,000 hours of post-licensure experience requirement in the home country.
3. Removing requirements that do not impact professional competency development, such as those related to citizenship/permanent residency status or the location of the applicant's principal place of practice.

MRAs enable licensing boards to bring international architects—who may already contribute to projects within their jurisdiction—under formal regulatory oversight. This approach strengthens adherence to local laws, building codes, and ethical standards, providing a mechanism to enforce compliance and safeguard public health, safety, and welfare. At the same time, MRAs empower NCARB Certificate holders to expand their practices globally, unlocking new markets and professional opportunities. Facilitating licensure across borders allows architects licensed in participating U.S. jurisdictions to contribute their expertise to international projects, fostering collaboration and promoting the exchange of best practices while upholding high professional standards.

After implementation, participating Member Boards may grant licensure to Canadian architects issued an NCARB Certificate through this Agreement and meeting the requirements outlined in the MRA. To ensure a smooth rollout, NCARB will contact each Member Board following ratification to confirm their participation in the Agreement. The list of participating Member Boards will be updated periodically as needed.



**Background**

Since 1994, NCARB has maintained a longstanding MRA with the ROAC (formerly the Canadian Architectural Licensing Authorities), updated in 2013 to its current version. In 2016, NCARB broadened opportunities for Certificate holders through an MRA with the Architects Accreditation Council of Australia and the New Zealand Registered Architects Board, which was updated in 2024. In 2023, NCARB introduced a new MRA with the Architects Registration Board in the United Kingdom, further enhancing cross-border mobility for architects.

**Comparative Analysis of Competency Requirements**

The terms of NCARB-ROAC MRA are based on the alignment of competency requirements for licensure established by the relevant regulatory entities in each country. NCARB's International Qualification Evaluation Work Group (IQEW) conducted a detailed comparative analysis of the competency requirements at the point of licensure. While acknowledging that the methods used to establish and assess those competencies may differ, the evaluation identified a strong correlation between the professional competencies required for practice in both countries. The IQEW is confident that Canada's rigorous and standardized licensure process ensures a competency level for Canadian architects comparable to that of architects holding an NCARB Certificate in the U.S.

The comparative evaluation assessed alignment between:

- A. Requirements for licensure as an architect in the U.S.
  - NCARB Competency Standard for Architects
- B. Requirements for licensure as an architect in Canada
  - Canadian Standard of Competency for Architects

NCARB's International Relations team, tasked with negotiating the detailed requirements of the MRA on behalf of NCARB, approached the process with an understanding that trust between organizations and individuals is essential to success. This understanding recognizes the significance of setting aside organizational differences in international discussions and reflects a commitment to mutual respect and professional equity between the parties involved.

**The Role of NCARB Certificate**

The NCARB Certificate serves as the foundation for facilitating domestic and international licensure through all MRAs. It is a prerequisite for U.S. architects to benefit from an MRA and is issued to incoming applicants upon satisfactory completion of the process. NCARB certification signifies that an architect has met the qualifications established in the *Certification Guidelines* and accepted by the Member Boards. To achieve NCARB certification, architects must earn a degree from a NAAB-accredited program, complete the AXP, and pass the ARE. For architects who do not meet these standard requirements, the *Certification Guidelines* provides alternative pathways.

Each pathway to NCARB certification and licensure in Canada, including non-traditional ones, was thoroughly presented and discussed between the two organizations. Following successful negotiation, the MRA between NCARB and ROAC adopts an “all-inclusive” approach, enabling architects meeting eligibility requirements to seek licensure and certification in the other country, regardless of how they obtained their NCARB Certificate or their license in a Canadian jurisdiction.

The *Alternative Requirements for Certification of an Architect Licensed in a U.S. Jurisdiction* and the *Requirements for Certification of an Architect Credentialed by a Foreign Registration Authority*, as outlined in the *NCARB Certification Guidelines*, were considered and accepted. This includes the Education Alternative to NCARB Certification (both the Two Times AXP and NCARB Certificate Portfolio options), Education Evaluation Services for Architects (EESA)-NCARB Evaluation Report, and the Foreign Architect Path to Certification. Respectively, this Agreement accepts the additional pathways for licensing of architects established by the ROAC.

Architects whose license in their home country was obtained by means of another MRA will not be eligible for reciprocity under this Agreement, which is consistent with NCARB’s current MRAs.

The credible standards and consistent expectations for initial licensure, developed over many years and supported by robust regulatory procedures, enabled NCARB and ROAC to negotiate this Agreement. Rather than dissecting individual components, the new MRA recognizes and respects each country’s well-established and rigorous path to licensure.

#### **ADVOCATES:**

- Policy Advisory Committee
  - Chair: Stacy Krumwiede, North Dakota Member Board Executive
  - Nathan Baker, AIA, Oklahoma Member Board Member
  - Mike Kolejka, AIA, LEED AP, Arizona Member Board Member
  - Mary McClenaghan, AIA, NCARB, Pennsylvania Member Board Member
  - Cathy Morrison, AIA, LEED AP BD+C, NOMA, NCARB, North Carolina Member Board Member
  - Keith Robinson, Vermont Member Board Member
  - Jill Smith, AIA, NCARB, Kentucky Member Board Member
  
- International Qualifications Evaluation Work Group
  - Mohammad Ashjaei, NCARB
  - Gary Demele, FAIA Member Emeritus, NCARB
  - Helen Combs Dreiling, FAIA, Virginia Member Board Member
  - Mark R. McKechnie, AIA NCARB
  - Leopoldo Robledo Jr., AIA, NCARB, LEED AP
  - Terance B. White, AIA, NCARB

**RESOURCES:**

- Appendix A: Mutual Recognition Agreement between the National Council of Architectural Registration Boards and the Regulatory Organizations of Architecture in Canada.
- Appendix B: Mutual Recognition Agreement between the National Council of Architectural Registration Boards and the Regulatory Organizations of Architecture in Canada (Strikethrough Version)

DRAFT

Strategic Plan Objective:  Program and Service Excellence

## RESOLUTION 2025-B

**TITLE:** Mutual Recognition Agreement With the Colegio de Arquitectos de Costa Rica/Colegio Federado de Ingenieros y Arquitectos de Costa Rica (CACR/CFIA)

**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 registration in Costa Rica is significantly similar to the process to obtain a license in the United States insofar as applicants satisfy prescribed competencies required for licensure/registration; and

**WHEREAS,** the International Qualifications Evaluation Work Group composed of volunteer subject-matter experts has thoroughly assessed the competencies required for registration set by the Colegio de Arquitectos de Costa Rica/Colegio Federado de Ingenieros y Arquitectos de Costa Rica (CACR/CFIA) and determined significant correlation exists between the competency requirements in Costa Rica and the United States; and

**WHEREAS,** staff representatives from NCARB and CACR/CFIA have successfully negotiated an arrangement that is mutually satisfactory to the leadership of each organization; and

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

**NOW, THEREFORE, IT IS HEREBY:**

**RESOLVED,** that the Mutual Recognition Agreement between the National Council of Architectural Registration Boards, representing the 55 architectural registration boards of the United States, the Colegio de Arquitectos de Costa Rica/Colegio Federado de Ingenieros y Arquitectos de Costa Rica, be and hereby is ratified and approved as published in Appendix C in these resolutions.

**FURTHER RESOLVED,** that upon the approval of this MRA by a majority of the Council Member Boards, such change 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 the National Council of Architectural Registration Boards (NCARB) and the Colegio de Arquitectos de Costa Rica/Colegio Federado de Ingenieros y Arquitectos de Costa Rica (CACR/CFIA) expands opportunities for U.S. and Costa Rican architects, enabling them to establish professional contacts, seek work, and perform services as a registered architect in the other country. This MRA is in its final form and will be signed by NCARB and CACR/CFIA following ratification by the Member Boards. Once approved and signed by all parties, the MRA will take effect in late 2025.

Key terms of this agreement include:

- Requirement of an active license in good standing in the home jurisdiction.
- Acceptance of architects who have obtained their NCARB Certificate or Costa Rican license through various routes, including alternative qualifications and international architect pathways (except for other MRAs).
- Exclusion of requirements unrelated to the development of professional competency.

MRAs enable licensing boards to bring international architects—who may already contribute to projects within their jurisdiction—under formal regulatory oversight. This approach strengthens adherence to local laws, building codes, and ethical standards, providing a mechanism to enforce compliance and safeguard public health, safety, and welfare. At the same time, MRAs empower NCARB Certificate holders to expand their practices globally, unlocking new markets and professional opportunities. Facilitating licensure across borders allows architects licensed in participating U.S. jurisdictions to contribute their expertise to international projects, fostering collaboration and promoting the exchange of best practices while upholding high professional standards.

After implementation, all participating Member Boards may grant licensure to Costa Rican architects issued an NCARB Certificate through this Agreement and meeting the requirements outlined in the MRA. To ensure a smooth rollout, NCARB will contact each Member Board following ratification to confirm their participation in the Agreement. The list of participating Member Boards will be updated periodically as needed.

**Background**

Since 1994, NCARB has maintained a longstanding MRA with the Regulatory Organizations of Architecture in Canada (formerly the Canadian Architectural Licensing Authorities), updated in 2013 to its current version. In 2016, NCARB broadened opportunities for Certificate holders through an MRA with the Architects Accreditation Council of Australia and the New Zealand Registered Architects Board, which was updated in 2024. In 2023, NCARB introduced a new

MRA with the Architects Registration Board in the United Kingdom, further enhancing cross-border mobility for architects.

### **Comparative Analysis of Competency Requirements**

The terms of NCARB-CACR/CFIA MRA are based on the alignment of competency requirements for licensure established by the relevant regulatory entities in each country. NCARB's International Qualification Evaluation Work Group (IQEW) conducted a detailed comparative analysis of the competency requirements at the point of licensure. While acknowledging that the methods used to establish and assess those competencies may differ, the evaluation identified a strong correlation between the professional competencies required for practice in both countries. The IQEW is confident that CACR/CFIA's rigorous and standardized licensure process ensures a competency level for Costa Rican architects comparable to that of architects holding an NCARB Certificate in the U.S.

The comparative evaluation assessed alignment between:

- A. Requirements for licensure as an architect in the U.S.
  - National Architectural Accrediting Boards (NAAB) 2020 Conditions for Accreditation
  - Architectural Experience Program® (AXP®) tasks
  - Architect Registration Examination® (ARE®) 5.0 assessment objectives
- B. Requirements for registration as an architect in Costa Rica
  - Costa Rica's New Areas of Professional Development
  - Competencies According to the Charter of the International Union of Architects – UNESCO (2005)
  - British Council Competencies (2010)
  - Graduation Competency Profiles (2022)

NCARB's International Relations team, tasked with negotiating the detailed requirements of the MRA on behalf of NCARB, approached the process with an understanding that trust between organizations and individuals is essential to success. This understanding recognizes the significance of setting aside organizational differences in international discussions and reflects a commitment to mutual respect and professional equity between the parties involved.

### **The Role of the NCARB Certificate**

The NCARB Certificate serves as the foundation for facilitating domestic and international licensure through all MRAs. It is a prerequisite for U.S. architects to benefit from an MRA and is issued to incoming applicants upon satisfactory completion of the process. NCARB certification signifies that an architect has met the qualifications established in the *Certification Guidelines* and accepted by the Member Boards. To achieve NCARB certification, architects must earn a degree from a NAAB-accredited program, complete the AXP, and pass the ARE. For architects

who do not meet these standard requirements, the *Certification Guidelines* provides alternative pathways.

Each pathway to NCARB certification and licensure in Costa Rica was thoroughly presented and discussed between the two organizations. Following successful negotiation, the MRA between NCARB and CACR/CFIA adopts an “all-inclusive” approach, enabling architects meeting the eligibility requirements to seek licensure and certification in the other country, regardless of how they obtained their NCARB Certificate or Costa Rican license.

The *Alternative Requirements for Certification of an Architect Licensed in a U.S. Jurisdiction* and the *Requirements for Certification of an Architect Credentialed by a Foreign Registration Authority*, as outlined in the *NCARB Certification Guidelines*, were considered and accepted. This includes the Education Alternative to NCARB Certification (both the Two Times AXP and NCARB Certificate Portfolio options), Education Evaluation Services for Architects (EESA)-NCARB Evaluation Report, and the Foreign Architect Path to Certification. Architects whose license/registration in their home country was obtained by means of another MRA will not be eligible for reciprocity under this Agreement, which is consistent with NCARB’s current MRAs.

The credible standards and consistent expectations for initial licensure/registration, developed over many years and supported by robust regulatory procedures, enabled NCARB and CACR/CFIA to negotiate this Agreement. Rather than dissecting individual components, the Agreement recognizes and respects each country’s well-established and rigorous path to licensure/registration as an architect.

#### **ADVOCATES:**

- Policy Advisory Committee
  - Chair: Stacy Krumwiede, North Dakota Member Board Executive
  - Nathan Baker, AIA, Oklahoma Member Board Member
  - Mike Kolejka, AIA, LEED AP, Arizona Member Board Member
  - Mary McClenaghan, AIA, NCARB, Pennsylvania Member Board Member
  - Cathy Morrison, AIA, LEED AP BD+C, NOMA, NCARB, North Carolina Member Board Member
  - Keith Robinson, Vermont Member Board Member
  - Jill Smith, AIA, NCARB, Kentucky Member Board Member
  
- International Qualifications Evaluation Workgroup
  - David Castello, AIA, NCARB
  - Robert McKinney, Ed.D., NCARB
  - Li Ren, AIA, NCARB, LEED AP BD + C
  - Leopoldo Robledo Jr., AIA, NCARB, LEED AP
  - Monika Smith, AIA, LEED AP BD+C
  - Terance B. White, AIA, NCARB

**RESOURCES:**

- Appendix C: Mutual Recognition Agreement Between the National Council of Architectural Registration Boards and the Colegio de Arquitectos de Costa Rica (CACR).

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Strategic Plan Objective:  Program and Service Excellence

## RESOLUTION 2025-C

**TITLE:** Mutual Recognition Agreement With the South African Council for the Architectural Profession (SACAP)

**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 registration in South Africa is significantly similar to the process to obtain a license in the United States insofar as applicants satisfy prescribed competencies required for licensure/registration; and

**WHEREAS,** the International Qualifications Evaluation Work Group, composed of volunteer subject-matter experts, has thoroughly assessed the competencies required for registration set by the South African Council for the Architectural Profession (SACAP) and determined significant correlation exists between the competency requirements in South Africa and the United States; and

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

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

**NOW, THEREFORE, IT IS HEREBY:**

**RESOLVED,** that the Mutual Recognition Agreement between the National Council of Architectural Registration Boards, representing the 55 architectural registration boards of the United States, and the South African Council for the Architectural Profession, be and hereby is ratified and approved as published in Appendix D in these resolutions.

**FURTHER RESOLVED,** that upon the approval of this MRA by a majority of the Council Member Boards, such change 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 the National Council of Architectural Registration Boards (NCARB) and the South African Council for the Architectural Profession (SACAP) expands opportunities for U.S. and South African architects, enabling them to establish professional connections, seek work, and perform services as a licensed architect in the other country. This MRA is in its final form and will be signed by NCARB and SACAP following ratification by the Member Boards. Once approved and signed by all parties, the MRA will take effect in late 2025.

Key terms of this agreement include:

- Requirement of an active license in good standing in the home jurisdiction.
- Acceptance of architects who have obtained their NCARB Certificate or South African license through various routes, including alternative qualifications and international architect pathways (except for other MRAs).
- Exclusion of requirements unrelated to the development of professional competency.
- Limitation of MRA eligibility to SACAP's Professional Architect category as defined by Architectural Profession Act No 44 of 2000

MRAs enable licensing boards to bring international architects—who may already contribute to projects within their jurisdiction—under formal regulatory oversight. This approach strengthens adherence to local laws, building codes, and ethical standards, providing a mechanism to enforce compliance and safeguard public health, safety, and welfare. At the same time, MRAs empower NCARB Certificate holders to expand their practices globally, unlocking new markets and professional opportunities. Facilitating licensure across borders allows architects licensed in participating U.S. jurisdictions to contribute their expertise to international projects, fostering collaboration and promoting the exchange of best practices while upholding high professional standards.

After implementation, participating Member Boards may grant licensure to South African professional architects issued an NCARB Certificate through this Agreement and meeting the requirements outlined in the MRA. To ensure a smooth rollout, NCARB will contact each Member Board following ratification to confirm their participation in the Agreement. The list of participating Member Boards will be updated periodically as needed.

**Background**

Since 1994, NCARB has maintained a longstanding MRA with the Regulatory Organizations of Architecture in Canada (formerly the Canadian Architectural Licensing Authorities), updated in 2013 to its current version. In 2016, NCARB broadened opportunities for Certificate holders through an MRA with the Architects Accreditation Council of Australia and the New Zealand

Registered Architects Board, which was updated in 2024. In 2023, NCARB introduced a new MRA with the Architects Registration Board in the United Kingdom, further enhancing cross-border mobility for architects.

### **Comparative Analysis of Competency Requirements**

The terms of NCARB-SACAP MRA are based on the alignment of competency requirements for licensure established by the relevant regulatory entities in each country. NCARB's International Qualification Evaluation Work Group (IQEW) conducted a detailed comparative analysis of the competency requirements at the point of licensure. While acknowledging that the methods used to establish and assess those competencies may differ, the evaluation identified a strong correlation between the professional competencies required for practice in both countries. The IQEW is confident that SACAP's rigorous and standardized licensure process ensures a competency level for South African professional architects comparable to that of architects holding an NCARB Certificate in the U.S.

The comparative evaluation assessed alignment between:

- A. Requirements for licensure as an architect in the U.S.
  - National Architectural Accrediting Boards (NAAB) 2020 Conditions for Accreditation
  - Architectural Experience Program® (AXP®) tasks
  - Architect Registration Examination® (ARE®) 5.0 assessment objectives
- B. Requirements for registration as a professional architect in South Africa
  - Architectural Profession Act (Act 44 of 2000), defined by the Stands Generating Body
  - Appendix A 2021 SACAP Competencies.
  - SACAP's Professional Practice Examination Syllabus.

NCARB's International Relations team, tasked with negotiating the detailed requirements of the MRA on behalf of NCARB, approached the process with an understanding that trust between organizations and individuals is essential to success. This understanding recognizes the significance of setting aside organizational differences in international discussions and reflects a commitment to mutual respect and professional equity between the parties involved.

### **The Role of the NCARB Certificate**

The NCARB Certificate serves as the foundation for facilitating domestic and international licensure through all MRAs. It is a prerequisite for U.S. architects to benefit from an MRA and is issued to incoming applicants upon satisfactory completion of the process. NCARB certification signifies that an architect has met the qualifications established in the *Certification Guidelines* and accepted by the Member Boards. To achieve certification, an architect must earn a degree from a NAAB-accredited program, complete the AXP, and pass the ARE. For architects who do not meet these standard requirements, the *Certification Guidelines* provides alternative

pathways. Currently, SACAP's registration process for professional architects in South Africa does not include variations.

Each alternative pathway to NCARB certification was thoroughly presented and discussed between the two organizations. Following successful negotiation, the MRA between NCARB and SACAP adopts an "all-inclusive" approach, enabling NCARB-Certified architects to seek registration in South Africa regardless of how they obtained their NCARB Certificate.

The *Alternative Requirements for Certification of an Architect Licensed in a U.S. Jurisdiction* and the *Requirements for Certification of an Architect Credentialed by a Foreign Registration Authority*, as outlined in the *NCARB Certification Guidelines*, were considered and accepted. This includes the Education Alternative to NCARB Certification (both the Two Times AXP and NCARB Certificate Portfolio options), Education Evaluation Services for Architects (EESA)-NCARB Evaluation Report, and the Foreign Architect Path to Certification. Architects whose license/registration in their home country was obtained by means of another MRA will not be eligible for reciprocity under this Agreement, which is consistent with NCARB's current MRAs.

The credible standards and consistent expectations for initial licensure/registration, developed over many years and supported by robust regulatory procedures, enabled NCARB and SACAP to negotiate this Agreement. Rather than dissecting individual components, the Agreement recognizes and respects each country's well-established and rigorous path to licensure/registration as an architect.

#### ADVOCATES:

- Policy Advisory Committee
  - Chair: Stacy Krumwiede, North Dakota Member Board Executive
  - Nathan Baker, AIA, Oklahoma Member Board Member
  - Mike Kolejka, AIA, LEED AP, Arizona Member Board Member
  - Mary McClenaghan, AIA, NCARB, Pennsylvania Member Board Member
  - Cathy Morrison, AIA, LEED AP BD+C, NOMA, NCARB, North Carolina Member Board Member
  - Keith Robinson, Vermont Member Board Member
  - Jill Smith, AIA, NCARB, Kentucky Member Board Member
  
- International Qualifications Evaluation Work Group
  - Patricia Joseph, AIA, NCARB, NOMA
  - Mark R. McKechnie, AIA NCARB
  - Thomas Schaperkotter, AIA NCARB
  - Noah Torstenson, AIA, NCARB, WELL AP
  - Jitendra Vaidya, RA, New York Member Board Member
  - Terance B. White, AIA, NCARB

**RESOURCES:**

Appendix D: Mutual Recognition Agreement Between the National Council of Architectural Registration Board

DRAFT

Strategic Plan Objective:  Program and Service Excellence

## RESOLUTION 2025-D

**TITLE:** *NCARB Certification Guidelines* Amendment – International Terminology

**SUBMITTED BY:** NCARB Board of Directors

**WHEREAS**, the Board of Directors charged the Diversity, Equity, and Inclusion (DEI) Committee with identifying unnecessary impediments within the *NCARB Certification Guidelines* and recommending updates to ensure this credential is accessible to architects of all backgrounds; and

**WHEREAS**, the DEI Committee has recommended housekeeping edits to the *NCARB Certification Guidelines* to better align with current terminology regarding international relations; and

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

**NOW, THEREFORE, IT IS HEREBY:**

**RESOLVED**, that “Section 3: Requirements for Certification of an Architect Licensed in a Foreign Jurisdiction Through Established Mutual Recognition Arrangement/Agreement With NCARB” be retitled as indicated below:

“Section 3: Requirements for Certification of an Architect Licensed in a ~~Foreign~~  
International Jurisdiction Through Established Mutual Recognition  
Arrangement/Agreement With NCARB”

**FURTHER RESOLVED**, that “Section 4: Requirements for Certification of an Architect Credentialed by a Foreign Registration Authority” be revised as indicated below:

“Section 4: Requirements for Certification of an Architect Credentialed by a ~~Foreign~~  
International Registration Authority

An ~~“Foreign~~International Architect” is an individual who holds a current license or registration in good standing in a country other than the United States or Canada at the point of application, which allows the individual to use the title “architect” and to engage in the unlimited practice of architecture (defined as the ability to provide any architectural services on any type of building in any state, province, territory, or other political subdivision of their national jurisdiction) in that country. A “current

registration” may include a license that is eligible for reinstatement upon re-establishment of residency and/or payment of fees. ...”

**FURTHER RESOLVED**, that all instances of the word “foreign” within the Certification Requirements in the *NCARB Certification Guidelines* be revised to “international”; and

**FURTHER RESOLVED**, that upon the approval of the changes by an absolute majority of the Council Member Boards, such changes will become effective July 1, 2025.

**FINANCIAL IMPACT:** None

**ADVOCATES:**

- **Diversity, Equity, and Inclusion Committee**
  - Chair: Deveron Sanders, PE, Michigan Member Board Member
  - Hope Bailey, AIA
  - Kerry Bartini, AIA, NCARB
  - Jorge Calderón-López, AIA, Esq., Puerto Rico Member Board Member
  - Lee Carter, RA, NCARB
  - Beth Chenette, Vermont Member Board Member
  - Cathy Gogue, Guam Member Board Member
  - Cordelia Harbut, Kentucky Member Board Executive
  - Leigh Jaunsen, NCARB, AIA, LEED AP BD+C, Mississippi Member Board Member
  - Julia Oderda, AIA
  - Marcus Thomas, NCARB, AIA
  - Ray Vigil, AIA, LEED AP, New Mexico Member Board Member

**SPONSORS’ STATEMENT OF SUPPORT:**

As part of the committee’s review of the *NCARB Certification Guidelines*, the Diversity, Equity, and Inclusion (DEI) Committee considered whether any language within the document contributes to unintended bias within NCARB’s programs. Based on this review, the DEI Committee is recommending a housekeeping change to replace the word “foreign” with “international” as it relates to NCARB’s programs for architects licensed outside of the United States.

The committee believes this change reflects current best practices regarding terminology for international engagement. Use of the word “foreign” often carries negative dissuading connotations, and can be deterring for applicants who would otherwise be interested in pursuing NCARB certification. By adjusting this terminology, NCARB can better align with best practices used by other organizations that interact with international representatives.

This housekeeping change would not impact any requirements for NCARB certification.

Strategic Plan Objective:  Program and Service Excellence

## RESOLUTION 2025-E

**TITLE:** *NCARB Certification Guidelines* Amendment – Education Alternative Eligibility

**SUBMITTED BY:** NCARB Board of Directors

**WHEREAS**, the Board of Directors charged the Diversity, Equity, and Inclusion (DEI) Committee with identifying unnecessary impediments within the *NCARB Certification Guidelines* and recommending updates to ensure this credential is accessible to architects of all backgrounds; and

**WHEREAS**, the DEI Committee has recommended that the *NCARB Certification Guidelines* be amended to address a common impediment to certification for individuals pursuing the Education Alternative Path to Certification; and

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

**NOW, THEREFORE, IT IS HEREBY:**

**RESOLVED**, that Section 2.3: Alternatives to the Education Requirement in the *NCARB Certification Guidelines* be revised as indicated below:

### “2.3 ALTERNATIVES TO THE EDUCATION REQUIREMENT

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

#### **2.3A Education Alternative to NCARB Certification**

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

**FURTHER RESOLVED**, that upon the approval of the changes by an absolute majority of the Council Member Boards, such changes will become effective January 15, 2026.



**FINANCIAL IMPACT:** Neutral budget impact

**ADVOCATES:**

- **Diversity, Equity, and Inclusion Committee**

- Chair: Deveron Sanders, PE, Michigan Member Board Member
- Hope Bailey, AIA
- Kerry Bartini, AIA, NCARB
- Jorge Calderón-López, AIA, Esq., Puerto Rico Member Board Member
- Lee Carter, RA, NCARB
- Beth Chenette, Vermont Member Board Member
- Cathy Gogue, Guam Member Board Member
- Cordelia Harbut, Kentucky Member Board Executive
- Leigh Jaunsen, NCARB, AIA, LEED AP BD+C, Mississippi Member Board Member
- Julia Oderda, AIA
- Marcus Thomas, NCARB, AIA
- Ray Vigil, AIA, LEED AP, New Mexico Member Board Member

**SPONSORS' STATEMENT OF SUPPORT:**

Over the past several years, NCARB has led efforts to ensure that its programs and services—both internal and external—are accessible to individuals of all backgrounds. Two of these recent changes have set a precedent for removing time-bound restrictions within NCARB's programs and policies: retiring the exam's five-year rolling clock policy and eliminating the *NCARB Bylaws* requirement that individuals interested in serving on the NCARB Board of Directors have served on a licensing board within one year of their nomination.

The proposed edit to the *NCARB Certification Guidelines* aligns with these efforts by eliminating a three-year delay between initial licensure and eligibility to apply for certification through NCARB's Education Alternative. The Education Alternative provides a pathway to certification for U.S. architects who do not hold a degree from a program accredited by the National Architectural Accrediting Board (NAAB).

Under the program's current requirements, potential applicants must have been licensed for at least the last three consecutive years before applying. This delay primarily impacts recently licensed architects, who may lose out on valuable career growth opportunities during this three-year waiting period. Architects who apply for NCARB certification who attended a NAAB accredited program are not required to wait three-years post-licensure.

When introduced, the three-year delay was intended to catch any disciplinary actions, as processing and reporting cases may take several years in some jurisdictions. However, there is no data that suggests that architects who do not hold a degree from a NAAB-accredited program are more likely to be subject to disciplinary action, and thus no demonstrated need for a delay for these applicants compared to applicants not required to wait the three years to

apply. Additionally, any disciplinary actions would continue to be reported through proper channels, ensuring that licensing boards would continue to be able to protect the public's health, safety, and welfare by disciplining bad actors licensed within their jurisdiction.

In order to earn their initial license, individuals who seek certification through the Education Alternative have already documented additional experience in lieu of a degree from a NAAB-accredited program—typically ranging anywhere from 4-13 additional years, depending on the jurisdiction and their educational background. This initial licensure requirement ensures that applicants have already demonstrated significant professional experience prior to pursuing certification.

If this change is approved, applicants pursuing the Education Alternative would still be required to be actively licensed and in good standing in a U.S. jurisdiction, as described in Section 2.2 of the *NCARB Certification Guidelines*.

Removing this requirement would ensure that all U.S. architects become eligible to demonstrate their qualifications for NCARB certification upon initial licensure, maintaining the Certificate as a valuable path to reciprocity and ensuring greater accessibility within NCARB's programs.

## FY25 Draft Resolution Appendices

- **Appendix A:** Mutual Recognition Agreement between the National Council of Architectural Registration Boards and the Regulatory Organizations of Architecture in Canada
- **Appendix B:** Mutual Recognition Agreement between the National Council of Architectural Registration Boards and the Regulatory Organizations of Architecture in Canada (Strikethrough Version)
- **Appendix C:** Mutual Recognition Agreement Between the National Council of Architectural Registration Boards and the Colegio de Arquitectos de Costa Rica (CACR)
- **Appendix D:** Mutual Recognition Agreement Between the National Council of Architectural Registration Board and the South African Council for the Architectural Profession

# Appendix A:

Mutual Recognition Agreement between the National Council of Architectural Registration Boards and the Regulatory Organizations of Architecture in Canada

**MUTUAL RECOGNITION AGREEMENT**  
between the  
**NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS**  
and the  
**REGULATORY ORGANIZATIONS OF ARCHITECTURE IN CANADA**

**Month Day, 2025**

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**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 Regulatory Organizations of Architecture in Canada (“ROAC”)**  
representing the 11 provincial and territorial regulators of the practice of architecture in  
Canada (collectively ROAC and individually, a “**ROAC Jurisdiction**”): Architectural  
Institute of British Columbia; Alberta Association of Architects; Saskatchewan  
Association of Architects; Manitoba Association of Architects; Ontario Association of  
Architects; Ordre des Architectes du Québec; Nova Scotia Association of Architects;  
Architects’ Association of New Brunswick/Association des Architectes du Nouveau-  
Brunswick; Architects Licensing Board of Newfoundland & Labrador; Architects  
Association of Prince Edward Island; Northwest Territories Association of Architects.

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*This **Mutual Recognition Agreement (“Agreement”)** has been designed to recognize the  
professional credentials of architects licensed in the United States of America and its territories  
(referred to herein collectively as the “**U.S.**” or “**United States**”) and in the provinces and  
territories of Canada (referred herein collective as “**Canada**”), 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 architect in a participating Canadian  
jurisdiction and the licensing of an architect in a participating Canadian jurisdiction 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 its 55 Member Boards; and establishes the education, experience, and examination requirements for the *NCARB Certificate* in support of reciprocal licensure within the United States;

**WHEREAS**, the ROAC is the authoritative body that represents the 11 Canadian architectural regulators in their collective work to develop and adopt nationally recognized standards and programs, which meet their regulatory responsibilities and the needs of the architectural profession, and ensure the appropriate recognition of qualifications is maintained throughout Canada;

**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 the requirements for licensure and license renewal to ensure the standards of competency and professional conduct are met;

**WHEREAS**, the ROAC Jurisdictions are empowered by law to regulate the practice of architecture and/or the use of the title architect in their respective jurisdictions, including establishing the requirements for licensure and license renewal to ensure the standards of competency and professional conduct are met;

**WHEREAS**, NCARB and the Committee of Canadian Architectural Councils (CCAC) previously entered into the Inter-Recognition Agreement, which took effect on July 1, 1994; CCAC ceased to exist as an organization, and the former Inter-Recognition Agreement was declared null and void. Subsequently, NCARB and the Canadian Architectural Licensing Authorities (CALA) entered into a Mutual Recognition Agreement, which took effect on January 1, 2014, now set to be replaced by this current document. CALA no longer exists and has been statutorily replaced by ROAC. NCARB and ROAC hereby declare that this Agreement shall supersede all previous Agreements entered into by NCARB and ROAC, CCAC, CALA, or any other of ROAC's predecessors.

**WHEREAS**, the standards, protocols, and procedures required for the practice of architecture within the United States and Canada have benefitted from many years of effort by NCARB and ROAC and ROAC's predecessors;

**WHEREAS**, NCARB is the national organization supporting individual state and territory licensing authorities in the United States, and ROAC is the national organization supporting individual provincial and territorial regulators in Canada. Both NCARB and ROAC have the necessary statutory authority to negotiate mutual recognition agreements for architects with foreign organizations holding similar authority;

**WHEREAS**, while acknowledging the differences between the systems in place in the United States and Canada, there is nonetheless significant and substantial equivalence between the

regulatory systems for licensure and the recognition of the rights and obligations of architects licensed to practice in the United States and Canada;

**WHEREAS**, NCARB and ROAC are recognized by the profession as mature and sophisticated organizations to which the utmost full faith and credit should be accorded, and both seek to support reciprocal licensure in their respective member jurisdictions;

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

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

## **1. PARTICIPANTS IN LICENSURE RECIPROCITY**

NCARB shall be responsible for maintaining a current list of NCARB Member Boards that provide licensure reciprocity in accordance with the terms of this Agreement (each, a “**U.S. Participant**”), and ROAC will be responsible for maintaining a current list of ROAC Jurisdictions that provide licensure reciprocity in accordance with the terms of this Agreement (each, a “**Canadian Participant**,” and together with the U.S. Participants, the “**Participants**”). Following the ratification of this Agreement by NCARB and ROAC, each Party shall provide the other Party with an initial list of Participants, and an updated list 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 and in good standing in a participating jurisdiction of their home country.
2. Architects who have been licensed in their home country by means of another foreign reciprocal licensing 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 as may be necessary before certification or licensing is granted within their respective jurisdictions. Additional requirements shall be consistent with those applied to domestic architects.

Applicants must satisfy the certification and licensure requirements established by NCARB and the ROAC Jurisdictions and in place as of the Effective Date to be licensed through this Agreement. Each Party shall promptly notify the other Party in writing of any modifications to the certification or licensure programs by NCARB or the ROAC Jurisdictions. Such modifications will not apply to this Agreement unless representatives of each Party agree to do so in writing, which agreement shall not require further organizational approval.

**A U.S. Architect to Canadian Participant**

Upon application, Canadian Participants agree to license as an architect in their respective province or territory any U.S. architect who:

1. meets the eligibility requirements listed in Sections 2 and 3A of this Agreement; *and*
2. is currently licensed 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 the applicable Canadian Participant; *and*
5. pays all applicable fees as imposed by the applicable Canadian Participant.

**B Canadian Architect to U.S. Participant**

Upon application, NCARB shall issue an *NCARB Certificate* to any Canadian architect registered by a Canadian Participant meeting the eligibility requirements listed in Section 2 of this Agreement. The architect will be required to obtain a license in a U.S. Participant jurisdiction within 12 months of issuance of the *NCARB Certificate*.

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

1. meets the eligibility requirements listed in Section 3B of this Agreement; *and*
2. is currently registered in good standing by one or more Canadian Participants, as confirmed by ROAC 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 as specified by the U.S. Participant; *and*
5. pays all applicable fees as imposed by NCARB and the U.S. Participant.

#### 4. LIMITATIONS

1. Nothing in this Agreement limits the ability of a Participant to refuse to license an architect or impose terms, conditions, or restrictions on the architect's license 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, as applicable, necessary or desirable to protect the public interest, health, safety, or welfare, or otherwise in accordance with the Participant'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 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 of architects and the Parties 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 and the Participants may be unable or unwilling to intervene in or advise on such matters.

## **5. METHODS OF IMPLEMENTATION**

Representatives of the Parties may work together, without further organizational approval, to establish common rules and procedures necessary for the consistent application, administration, implementation, and monitoring of the provisions in the Agreement (collectively "**Methods of Implementation**"). Decisions about the Methods of Implementation shall be reached through consensus. Each Party retains the right to make decisions independently concerning their internal rules and additional requirements, provided such decisions do not conflict with the Agreement or the Methods of Implementation. If a Party determines that a Method of Implementation conflicts with an internal rule or requirement, the Party will promptly notify the other Parties in writing, and the Parties will work in good faith to modify the relevant Method of Implementation as needed.

## **6. AMENDMENT**

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

## **7. ENTIRE AGREEMENT**

Each Party 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 between the Localities that are the subject matter hereof.

## **8. 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, Provincial, 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, Provincial, 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 ROAC 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.

## **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.

Upon notification by NCARB or ROAC of the introduction of modifications to their respective certification or licensure requirements as referenced in Section 3 of this Agreement, the Parties agree to conduct a joint review of the new requirements to determine whether they will be incorporated into the terms of this Agreement or if the terms need to be revised for relevance.

At any time, either Party may request that the terms of the Agreement be revisited.

## **11. WITHDRAWAL**

Any Participant may withdraw from this Agreement with 90-days written notice. NCARB or ROAC shall promptly notify the other Party in writing of all withdrawals.

In the event of withdrawal, all licenses and any *NCARB Certificates* 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 requirements are met by the licensee, or unless licensure is revoked pursuant to the rules of NCARB, ROAC, or the relevant Participant jurisdiction as applicable.

## **12. TERMINATION**

NCARB or ROAC may terminate this Agreement with 90-days of written notice to the other Party.

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

**13. ENTRY INTO FORCE**

This Agreement shall come into force (the “Effective Date”) no earlier 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 ROAC Jurisdictions and both NCARB and ROAC sign this Agreement, so long as such conditions are met on or before **XXXXX, 2025**, or as mutually extended by the NCARB Board of Directors and ROAC Board of Directors.

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**SIGNATURES**

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**NCARB**

**ROAC**

\_\_\_\_\_  
President

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Chair

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CEO

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Executive Director

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## APPENDIX I

# MECHANISMS FOR THE IMPLEMENTATION of the MUTUAL RECOGNITION AGREEMENT between the NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS (“NCARB”) and the REGULATORY ORGANIZATIONS OF ARCHITECTURE IN CANADA (“ROAC”)

Month xx, 2025

Whereas NCARB and ROAC have agreed to and signed a Mutual Recognition Agreement dated XX XX, 2025 (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 ROAC 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 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 ROAC 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 U.S. Participants, and ROAC will be responsible for the official list of Canadian Participants.

### 2. Mechanisms for Application

- 2.1 The point of contact for information for the United States is NCARB and for Canada is ROAC.
- 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 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 or Participant 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 or Participant to be able to confirm that an applicant meets the applicable requirements set forth below.

U.S. Architects to Canadian Participant:

NCARB will transmit to the relevant ROAC jurisdiction the Required Documentation, which must confirm that the architect is licensed by a U.S. Participant (but not through a foreign reciprocal licensing agreement), is in good standing, and holds an *NCARB Certificate*.

Canada Architects to a U.S. Participant:

The relevant Canadian Participant will transmit to NCARB the Required Documentation, which must confirm that the architect is licensed by a Canadian Participant (but not through a foreign reciprocal licensing agreement) and is in good standing.

3.4 Conditions

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

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**SIGNATURES**

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**NCARB**

**ROAC**

\_\_\_\_\_  
President

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Chair

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CEO

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## Appendix B:

Mutual Recognition Agreement between the National Council of Architectural  
Registration Boards and the Regulatory Organizations of Architecture in Canada  
(Strikethrough Version)

**MUTUAL RECOGNITION AGREEMENT**  
**Between ~~The~~**  
**NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS**  
**And ~~The~~**  
**~~CANADIAN ARCHITECTURAL LICENSING AUTHORITIES~~**  
**REGULATORY ORGANIZATIONS OF ARCHITECTURE IN CANADA**

**Month Day, 2025**

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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 Canadian Architectural Licensing Authorities~~ **Regulatory Organizations of Architecture in Canada (“ROAC”)**, a committee representing the 11 ~~provincial and territorial jurisdictions in Canada~~ (collectively CALA and individually, the CALA jurisdictions) **regulators of the practice of architecture in Canada (collectively ROAC and individually, a “ROAC Jurisdiction”)**: Architectural Institute of British Columbia; Alberta Association of Architects; Saskatchewan Association of Architects; Manitoba Association of Architects; Ontario Association of Architects; Ordre des Architectes du Québec; Nova Scotia Association of Architects; Architects’ Association of New Brunswick/Association des Architectes du Nouveau-Brunswick; Architects Licensing Board of Newfoundland & Labrador; Architects Association of Prince Edward Island; Northwest Territories Association of Architects.

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*This Mutual Recognition Agreement (“Agreement”) has been designed to recognize the professional credentials of architects licensed in the United States of America and its territories (referred to herein collectively as the “U.S.” or “United States”) and in the provinces and territories of Canada (referred herein collective as “Canada”), 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 architect in a participating Canadian jurisdiction and the licensing of an architect in a participating Canadian jurisdiction as an architect in a U.S. jurisdiction that has agreed to participate in the Agreement.*

WHEREAS, NCARB establishes ~~drafts~~ **model laws and regulations for the profession of U.S. jurisdictions and Member Boards to consider adopting for the regulation of the practice of** architecture; ~~and~~ promulgates recommended national standards for education, experience, and examination for initial licensure and continuing education standards for license renewal **to its 55 Member Boards; as well as and**

establishing the education, experience, and examination requirements for the NCARB Certificate in support of reciprocal licensure within the United States;

WHEREAS, the ROAC is the authoritative body that represents the 11 Canadian architectural regulators in their collective work to develop and adopt nationally recognized standards and programs, which meet their regulatory responsibilities and the needs of the architectural profession, and ensure the appropriate recognition of qualifications is maintained throughout Canada;

~~WHEREAS, the NCARB Member Boards and the CALA jurisdictions~~ are empowered by statutes to regulate the ~~profession~~ practice of architecture and/or the use of the title architect in their respective jurisdictions, including ~~setting education, experience, and examination requirements for licensure/registration and license/registration renewal~~ establishing the requirements for licensure and license renewal to ensure the standards of competency and professional conduct are met;

WHEREAS, the ROAC Jurisdictions are empowered by law to regulate the practice of architecture and/or the use of the title architect in their respective jurisdictions, including establishing the requirements for licensure and license renewal to ensure the standards of competency and professional conduct are met;

WHEREAS, NCARB and the Committee of Canadian Architectural Councils (CCAC) previously entered into the Inter-Recognition Agreement, which took effect on July 1, 1994; CCAC ceased to exist as an organization, and the former Inter-Recognition Agreement was declared null and void. Subsequently, NCARB and the Canadian Architectural Licensing Authorities (CALA) entered into a Mutual Recognition Agreement, which took effect on January 1, 2014, now set to be replaced by this current document. CALA no longer exists and has been statutorily replaced by ROAC. NCARB and ROAC hereby declare that this Agreement shall supersede all previous Agreements entered into by NCARB and ROAC, CCAC, CALA, or any other of ROAC's predecessors.

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

WHEREAS, NCARB is the national organization supporting individual state and territory licensing authorities in the United States, and ROAC is the national organization supporting individual provincial and territorial regulators in Canada. Both NCARB and ROAC have the necessary statutory authority to negotiate mutual recognition agreements for architects with foreign organizations holding similar authority;

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

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



WHEREAS, NCARB and the CALA jurisdictions ROAC are recognized ~~the NCARB Member Boards~~ and the CALA jurisdictions by the profession as mature and sophisticated regulators organizations to which the utmost full faith and credit should be accorded, and ~~desire to facilitate~~ both seek to support reciprocal licensure/registration in the host country of architects who have been licensed/registered in their home country respective member jurisdictions;

WHEREAS, any architect actively engaging or seeking to engage ~~or actively engaging~~ in the practice of architecture in any NCARB Member Board or CALA jurisdiction the United States or Canada must ~~obtain the authorization to practice from the jurisdiction~~ be licensed with an applicable authority, must comply with all practice requirements of the jurisdiction applicable licensing authority, and is subject to all governing legislation and regulations of the applicable authority and jurisdictions in which the architect is licensed;

NOW THEREFORE, NCARB and the CALA jurisdictions ROAC (collectively, the "Parties" and each a "Party") agree as follows:

### 1. PARTICIPANTS IN LICENSURE RECIPROCITY

NCARB shall be responsible for maintaining a current list of NCARB Member Boards that provide licensure reciprocity in accordance with the terms of this Agreement (each, a "U.S. Participant"), and ROAC will be responsible for maintaining a current list of ROAC Jurisdictions that provide licensure reciprocity in accordance with the terms of this Agreement (each, a "Canadian Participant," and together with the U.S. Participants, the "Participants"). Following the ratification of this Agreement by NCARB and ROAC, each Party shall provide the other Party with an initial list of Participants, and an updated list each time a new Participant is added or removed.

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

### 2. ELIGIBILITY REQUIREMENTS

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

### 3. CONDITIONS

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

jurisdictions. Additional requirements shall be consistent with those applied to domestic architects.

Applicants must satisfy the certification and licensure requirements established by NCARB and the ROAC Jurisdictions and in place as of the Effective Date to be licensed through this Agreement. Each Party shall promptly notify the other Party in writing of any modifications to the certification or licensure programs by NCARB or the ROAC Jurisdictions. Such modifications will not apply to this Agreement unless representatives of each Party agree to do so in writing, which agreement shall not require further organizational approval.

#### **A. U.S. Architect to Canadian Jurisdiction Participant**

Upon application, those CALA jurisdictions who become signatories to this Agreement and so long as they remain signatories Canadian Participants agree to license/register as an architect in their respective province or territory 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 NCARB Member Board(s) that is a current signatory to this Agreement US. Participants, as confirmed by NCARB based on checks of relevant records; and
3. holds a current NCARB Certificate NCARB Certificate; and
4. meets the eligibility requirements listed above successfully completes any additional jurisdiction-specific requirements for registration as specified by the applicable Canadian Participant; and and
5. whose principal place of practice is in a jurisdiction that is a current signatory to this Agreement pays all applicable fees as imposed by the applicable Canadian Participant.

#### **B. Canadian Architect to U.S. Jurisdiction**

Upon application, NCARB shall issue an NCARB Certificate NCARB Certificate to any Canadian architect licensed/registered in one or more CALA jurisdiction(s) by a Canadian Participant meeting the eligibility requirements listed in Section 2 of this Agreement above. The architect will be required to obtain a license in a U.S. Participant jurisdiction within 12 months of issuance of the NCARB Certificate.

Upon application, those NCARB Member Boards who become signatories to this Agreement and so long as they remain signatories agree to license/register as an architect in their a U.S. Participant will license as an architect in its respective jurisdictions any Canadian architect who:

1. meets the eligibility requirements listed in Section 3B of this Agreement; and
2. is currently licensed/registered in good standing by one or more of the CALA jurisdiction(s) that is a current signatory to this Agreement Canadian Participants, as confirmed by ROAC based on checks of relevant records; and
3. holds a current NCARB Certificate NCARB Certificate issued pursuant to this Agreement; and
4. meets the eligibility requirements listed above successfully completes any additional jurisdiction-specific requirements for licensure as specified by the U.S. Participant; and and
5. whose principal place of practice is in a jurisdiction that is a current signatory to this Agreement pays all applicable fees as imposed by NCARB and the U.S. Participant.

## **DEFINITIONS**

### **Demonstration of Required Experience**

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

### **Principal Place of Practice**

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

## **4. LIMITATIONS**

1. Nothing in this Agreement limits the ability of an NCARB Member Board or CALA jurisdiction a Participant to refuse to license/register an architect or impose terms, conditions, or restrictions on his/her license/registration the architect's license 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, as applicable, necessary or desirable to protect the public interest, health, safety or welfare, or otherwise in accordance with the Participant's applicable laws and regulations. Nothing in this Agreement limits the ability of NCARB, an NCARB Member Board or a CALA jurisdiction to seek appropriate verification of any matter pertaining to the foregoing or the eligibility of an applicant under this Agreement.

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 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 of architects and the Parties 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 and the Participants may be unable or unwilling to intervene in or advise on such matters.

## **5. METHODS OF IMPLEMENTATION**

Representatives of the Parties may work together, without further organizational approval, to establish common rules and procedures necessary for the consistent application, administration, implementation, and monitoring of the provisions in the Agreement (collectively "Methods of Implementation"). Decisions about the Methods of Implementation shall be reached through consensus. Each Party retains the right to make decisions independently concerning their internal rules and additional requirements, provided such decisions do not conflict with the Agreement or the Methods of Implementation. If a Party determines that a Method of Implementation conflicts with an internal rule or requirement, the Party will promptly notify the other Parties in writing, and the Parties will work in good faith to modify the relevant Method of Implementation as needed.

### **MONITORING COMMITTEE**

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

The Monitoring Committee shall be comprised of no more than five individuals appointed by CALA and

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

## **6. AMENDMENT**

~~This agreement may only be amended only with the written consent of NCARB and ROAC. all of the CALA jurisdictions who are initial signatories. Any such amendment will be submitted to all of the NCARB jurisdictions who may re-affirm their respective assent to this Agreement as so amended or may withdraw as a signatory. Each Party shall ratify the amended Agreement in accordance with the Party's applicable rules.~~

## **7. ENTIRE AGREEMENT**

Each Party 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 between the Localities that are the subject matter hereof.

## **8. 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, Provincial, 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, Provincial, 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 ROAC 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.

## **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.

Upon notification by NCARB or ROAC of the introduction of modifications to their respective certification or licensure requirements as referenced in Section 3 of this Agreement, the Parties agree to conduct a joint review of the new requirements to determine whether they will be incorporated into the terms of this Agreement or if the terms need to be revised for relevance.

At any time, either Party may request that the terms of the Agreement be revisited.

## **11. SIGNING AND WITHDRAWALING**

~~Any NCARB Member Board or CALA jurisdiction may become a party to the applicable provisions of this Agreement upon submitting a written affirmation of its intent to become a signatory in the case of NCARB Member Boards to NCARB and in the case of CALA jurisdictions either by signing this Participant may withdrawal from this Agreement or submitting a written affirmation of its intent to become a signatory to NCARB and the other CALA jurisdictions. Any NCARB Member Board or CALA jurisdiction may likewise withdraw from this Agreement with 90-days written notice, given respectively to the same parties in~~

~~the same manner. NCARB and the CALA jurisdictions~~ NCARB OR ROAC shall each promptly notify the other ~~in writing of all signatories and~~ Party in writing of all withdrawals.

In the event of withdrawal, all licenses/~~registrations and NCARB certification~~ NCARB Certificates 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 requirements are met by the licensee or unless licensure is revoked pursant ~~for cause~~ to the rules of NCARB, ROAC, or the relevant Participant jurisdiction as applicable.

## **12. TERMINATION**

NCARB or CALA ROAC may ~~invoke termination of this a~~ Agreement with 90-days written notice to the other party.

~~This Agreement shall also terminate if more than one half of the respective NCARB Member Boards and CALA jurisdictions cease to be signatories to this Agreement. In the event of termination, all licenses/registrations~~ and any NCARB Certificates granted to architects ~~of either country prior to the effective termination date~~ pursuant to this Agreement shall remain valid as long as all registration and renewal obligations are maintained and all other generally applicable licensure requirements are met by the licensee, or unless ~~registration~~ licensure is revoked ~~for cause~~ pursuant to the rules of NCARB, ROAC, or the relevant Participant, as applicable.

## **13. ENTRY INTO FORCE**

This Agreement shall come into force at (the "Effective Date") no earlier than 60 days after such time as ~~more than one half of all~~ the NCARB Member Boards ~~have become parties to this Agreement and more than one half of all CALA jurisdictions have become parties to this Agreement all as described above~~ ratify this Agreement at a duly called meeting at which a quorum is present and ROAC Jurisdictions and both NCARB and ROAC sign this Agreement, so long as such condition is are met on or before January 1, 2014 XXXXXX, 2025, or as mutually extended by the NCARB Board of Directors and ~~the CALA International Relations Committee~~ ROAC Board of Directors.

*[signature block omitted for legibility]*

APPENDIX I

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MECHANISMS FOR THE IMPLEMENTATION

of the

MUTUAL RECOGNITION AGREEMENT

between the

NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS (“NCARB”)

and the

REGULATORY ORGANIZATIONS OF ARCHITECTURE IN CANADA (“ROAC”)

Month xx, 2025

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Whereas NCARB and ROAC have agreed to and signed a Mutual Recognition Agreement dated XX, XX, 2025 (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.

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

NCARB and ROAC 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 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 ROAC 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 U.S. Participants, and ROAC will be responsible for the official list of Canadian Participant

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2. **Mechanisms for Application**

- 2.1 The point of contact for information for the United States is NCARB and for Canada is ROAC.
- 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 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.

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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 or Participant 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 or Participant to be able to confirm that an applicant meets the applicable requirements set forth below.

U.S. Architects to Canadian Participant:

NCARB will transmit to the relevant ROAC jurisdiction the Required Documentation, which must confirm that the architect is licensed by a U.S. Participant (but not through a foreign reciprocal licensing agreement), is in good standing, and holds an *NCARB Certificate*.

Canada Architects to a U.S. Participant:

The relevant Canadian Participant will transmit to NCARB the Required Documentation, which must confirm that the architect is licensed by a Canadian Participant (but not through a foreign reciprocal licensing agreement) and is in good standing.

### 3.4 Conditions

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

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## SIGNATURES

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*[signature block omitted for legibility]*

## Appendix C:

Mutual Recognition Agreement Between the National Council of Architectural  
Registration Boards and the Colegio de Arquitectos de Costa Rica (CACR)



**MUTUAL RECOGNITION AGREEMENT**  
between the  
**NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS**  
and the  
**COLEGIO DE ARQUITECTOS DE COSTA RICA**

**Month Day, 2025**

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**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 Colegio de Arquitectos de Costa Rica/Colegio Federado de Ingenieros y Arquitectos de  
Costa Rica (“CACR/CFIA”)**  
representing the registered architects of the Republic of Costa Rica.

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*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”) and the Republic of Costa Rica (“**Costa Rica**”), 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/registered in a participating U.S. jurisdiction as a Costa Rica architect; and the licensing of a Costa Rica 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/registration and continuing education standards for license/registration renewal to its 55 Member Boards; and establishes the education, experience, and examination requirements for the *NCARB Certificate* in support of reciprocal licensure within the United States;

**WHEREAS**, the CACR/CFIA is a professional association member of the Colegio Federado de Ingenieros y de Arquitectos de Costa Rica (CFIA) and is the authoritative body that has the lawful responsibility of defining the standards and regulations governing the practice of architecture, and regulating, monitoring, and disciplining all architects in Costa Rica;

**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**, CACR/CFIA is empowered by law to regulate the profession of architecture in Costa Rica, including establishing the requirements for registration;

**WHEREAS**, the standards, protocols, and procedures required for the practice of architecture within the United States and Costa Rica have benefitted from many years of effort by NCARB and CACR/CFIA;

**WHEREAS**, NCARB is the national organization supporting individual state and territory licensing authorities, and CACR/CFIA has the necessary lawful 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 Costa Rica, nonetheless, there is significant and substantial equivalence between the regulatory systems for licensure/registration and recognition of the rights and obligations of architects licensed/registered to practice in the United States and Costa Rica;

**WHEREAS**, NCARB and CACR/CFIA 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 CACR/CFIA;

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

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

NCARB shall be responsible for maintaining a current list of NCARB Member Boards that provide licensure/registration reciprocity in accordance with the terms of this Agreement (each, a

“Participant”). Following the ratification of this Agreement by NCARB and CACR/CFIA, NCARB shall provide CACR/CFIA with an initial list of Participants, and NCARB shall provide CACR/CFIA 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 Costa Rica (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 CACR/CFIA

Upon application, CACR/CFIA agrees to register as an architect in Costa Rica 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 CACR/CFIA; *and*
5. pays all applicable fees as imposed by CACR/CFIA.

### **B** Costa Rica Architect to NCARB Member Board

Upon application, NCARB shall issue an *NCARB Certificate* to any Costa Rica architect registered by CACR/CFIA meeting the eligibility requirements listed in Sections 2 and 3B of this Agreement. The architect will be required to obtain a license/registration in a Participant jurisdiction within 12 months of issuance of the *NCARB Certificate*.

Upon application, a Participant will license/register as an architect in its respective jurisdiction any Costa Rica 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 CACR/CFIA, as confirmed by CACR/CFIA 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 CACR/CFIA 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 CACR/CFIA, 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 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 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 and the Participants may be unable or unwilling to intervene in or advise on such matters.

#### 5. METHODS OF IMPLEMENTATION

Representatives of the Parties to the Agreement may work together, without further organizational approval, to establish common rules and procedures necessary for the consistent application, administration, implementation, and monitoring of the provisions in the Agreement (collectively "**Methods of Implementation**"). Decisions about the Methods of Implementation shall be reached through consensus. Each Party retains the right to make decisions independently concerning their internal rules and additional requirements, provided such decisions do not conflict with the Agreement or the Methods of Implementation. If a Party determines that a Method of Implementation conflicts with an internal rule or requirement, the Party will promptly

notify the other Parties in writing, and the Parties will work in good faith to modify the relevant Method of Implementation as needed.

## **6. AMENDMENT**

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

## **7. ENTIRE AGREEMENT**

Each Party 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 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.

## **9. DISPUTE RESOLUTION**

Should any dispute between CACR/CFIA 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.

## **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 notice. NCARB shall promptly notify CACR/CFIA 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, CACR/CFIA, or the relevant Participant, as applicable.

**12. TERMINATION**

NCARB or CACR/CFIA may terminate 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, CACR/CFIA, or the relevant Participant, as applicable.

**13. LANGUAGE**

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

**14. ENTRY INTO FORCE**

This Agreement shall come into force (the “**Effective Date**”) no earlier 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 CACR/CFIA sign this Agreement, so long as such conditions are met on or before **XXXXXX, 2025**, or as mutually extended by the NCARB Board of Directors and CACR/CFIA.

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**SIGNATURES**

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**NCARB**

**CACR/CFIA**

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

\_\_\_\_\_  
CEO

\_\_\_\_\_  
CEO

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## APPENDIX I

**MECHANISMS FOR THE IMPLEMENTATION  
of the  
MUTUAL RECOGNITION AGREEMENT  
between the  
NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS  
("NCARB")  
and the  
COLEGIO DE ARQUITECTOS DE COSTA RICA / Colegio Federado de Ingenieros y  
Arquitectos de Costa Rica ("CACR/CFIA")**

Month xx, 2025

Whereas NCARB and CACR/CFIA have agreed to and signed a Mutual Recognition Agreement dated XX XX, 2025 (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 CACR/CFIA 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 CACR/CFIA 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 Costa Rica is CACR/CFIA.
- 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 Spanish.
- 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 CACR/CFIA:

NCARB will transmit to CACR/CFIA 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*.

Costa Rica Architects to NCARB:

CACR/CFIA will transmit to NCARB the Required Documentation, which must confirm that the Costa Rica architect is registered with CACR/CFIA (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.

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**S I G N A T U R E S**

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**NCARB**

**CACR/CFIA**

\_\_\_\_\_  
President

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Chair

\_\_\_\_\_  
CEO

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## Appendix D:

Mutual Recognition Agreement Between the National Council of Architectural  
Registration Board and the South African Council for the  
Architectural Profession

**MUTUAL RECOGNITION AGREEMENT**  
between the  
**NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS**  
and the  
**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

**Month Day, 2025**

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**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 South African Council for the Architectural Profession (“SACAP”)**  
representing the registered architects of the Republic of South Africa.

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*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”) and the Republic of South Africa (“**South Africa**”), 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/registered in a participating U.S. jurisdiction as a South African architect; and the licensing of a South African 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/registration and continuing education standards for license/registration renewal to its 55 Member Boards; and establishes the education, experience, and examination requirements for the *NCARB Certificate* in support of reciprocal licensure within the United States;

**WHEREAS**, the SACAP is the authoritative body that has the statutory responsibility of defining the standards and regulations governing the practices of professionals in architecture, and regulating, monitoring, and disciplining all architecture professionals in South Africa;

**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**, SACAP is empowered by the South African Council for the Architectural Profession in the Architectural Profession Act No. 44 of 2000 to regulate the profession of architecture in South Africa, including establishing the requirements for licensure/registration;

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

**WHEREAS**, NCARB is the national organization supporting individual state and territory licensing authorities, and SACAP 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 South Africa, nonetheless there is significant and substantial equivalence between the regulatory systems for licensure/registration and recognition of the rights and obligations of architects licensed/registered to practice in the United States and South Africa;

**WHEREAS**, NCARB and SACAP 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 SACAP;

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

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

NCARB shall be responsible for maintaining a current list of NCARB Member Boards that provide licensure/registration reciprocity in accordance with the terms of this Agreement (each, a

“Participant”). Following the ratification of this Agreement by NCARB and SACAP, NCARB shall provide SACAP with an initial list of Participants, and NCARB shall provide SACAP 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 South Africa (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 SACAP**

Upon application, SACAP agrees to license/register as a professional architect in South Africa 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 SACAP; *and*
5. pays all applicable fees as imposed by SACAP.

### **B South African Architect to NCARB Member Board**

Upon application, NCARB shall issue an *NCARB Certificate* to any South African professional architect registered by SACAP meeting the eligibility requirements listed in Sections 2 of this Agreement. The architect will be required to obtain a license/registration in a Participant jurisdiction within 12 months of issuance of the *NCARB Certificate*.

Upon application, a Participant will license/register as an architect in its respective jurisdiction any South African professional architect who:

1. meets the eligibility requirements listed in Section 3B of this Agreement; *and*

2. is currently registered in good standing by SACAP, as confirmed by SACAP 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 SACAP 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 SACAP, 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 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 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 and the Participants may be unable or unwilling to intervene in or advise on such matters.

#### 5. METHODS OF IMPLEMENTATION

Representatives of the Parties to the Agreement may work together, without further organizational approval, to establish common rules and procedures necessary for the consistent application, administration, implementation, and monitoring of the provisions in the Agreement (collectively "**Methods of Implementation**"). Decisions about the Methods of Implementation shall be reached through consensus. Each Party retains the right to make decisions independently concerning their internal rules and additional requirements, provided such decisions do not conflict with the Agreement or the Methods of Implementation. If a Party determines that a Method of Implementation conflicts with an internal rule or requirement, the Party will promptly

notify the other Parties in writing, and the Parties will work in good faith to modify the relevant Method of Implementation as needed.

## **6. AMENDMENT**

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

## **7. ENTIRE AGREEMENT**

Each Party 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 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.

## **9. DISPUTE RESOLUTION**

Should any dispute between SACAP 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.

## **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 notice. NCARB shall promptly notify SACAP 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, SACAP, or the relevant Participant, as applicable.

**12. TERMINATION**

NCARB or SACAP may terminate 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, SACAP, or the relevant Participant, as applicable.

**13. ENTRY INTO FORCE**

This Agreement shall come into force (the “**Effective Date**”) no earlier 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 SACAP sign this Agreement, so long as such conditions are met on or before **XXXXXX, 2025**, or as mutually extended by the NCARB Board of Directors and SACAP.

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**SIGNATURES**

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**NCARB**

**SACAP**

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President

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President

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CEO

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CEO

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## APPENDIX I

**MECHANISMS FOR THE IMPLEMENTATION  
of the  
MUTUAL RECOGNITION AGREEMENT  
between the  
NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS  
("NCARB")  
and the  
SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION  
("SACAP")**

Month xx, 2025

Whereas NCARB and SACAP have agreed to and signed a Mutual Recognition Agreement dated XX XX, 2025 (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.

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- 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 SACAP 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 South Africa is SACAP.
- 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.
- 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 SACAP:

NCARB will transmit to SACAP 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.

South African Architects to NCARB:

SACAP will transmit to NCARB the Required Documentation, which must confirm that the South Africa architect is registered with SACAP (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.

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**S I G N A T U R E S**

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**NCARB**

**SACAP**

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President

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President

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CEO

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