

FW: YOUR ATTENTION REQUESTED: Updated Mutual Recognition Agreement between NCARB + CALA

From: Hillegas, Kathy

Sent: Thursday, August 08, 2013 10:02 AM

To: Hillegas, Kathy

Cc: Blakely Dunn; Armstrong, Michael; Nutt, Stephen; Haese, Derek

Subject: YOUR ATTENTION REQUESTED: Updated Mutual Recognition Agreement between NCARB + CALA

Importance: High

Good Morning Member Board Chairs and Member Board Executives!

Attached please find a letter from President Blake Dunn that includes a *Letter of Undertaking in respect of the Mutual Recognition Agreement between NCARB and CALA*. You may recall that during the Annual Meeting, our Member Boards passed Resolution 2013-06: ***Inter-Recognition Agreement with Canada – Update and Conforming Changes to Certification Guidelines***.

To make the preparation for the discussion with your Board easier that the attached file contains the following pieces of information:

- Cover Letter
- Letter of Undertaking in respect of the Mutual Recognition Agreement between NCARB and CALA
- NCARB and CALA Mutual Recognition Agreement
- Template for Letter of Good Standing
- Template for Applicant Affidavit

The next step in the process to complete adoption of this agreement is to have your Member Board review the *Letter of Undertaking* and execute the document. As the letter explains, in order for the agreement to become active, we need to achieve signature by more than one half of our Member Boards by December 31.

We are respectfully requesting that you include the attached document on the agenda of an upcoming meeting of your Board and return an executed copy of the *Letter of Undertaking* to Allison Smith (asmith@ncarb.org) by December 31, 2013.

Because we are in a limited timeframe to collect the signed *Letter of Undertaking* from Member Boards and in an effort to prevent me from becoming a nuisance, I would appreciate if you could advise me as to when your Board will be addressing this issue. I am hopeful that we have a wide enough window that all Member Boards will easily be able to address this at a meeting to take place between now and December 31.

Do not hesitate to contact me should you have any questions.

Regards,

Kathy

Katherine E. Hillegas, CAE

Director, Council Relations

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National
Council of
Architectural
Registration
Boards

August 7, 2013

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Dear Member Board Chair and Member Board Executive:

Immediately prior to the 2013 Annual Meeting a new Mutual Recognition Agreement (MRA) was signed between the Canadian Architectural Licensing Authorities (CALA) and NCARB. The current inter-recognition agreement has been in effect since 1994 and is based on the similarities between the two country's education standards, the parallels of the Intern Development Program (IDP) and the Canadian Internship in Architecture Program (IAP), and completion of NCARB's Architect Registration Examination (ARE®).

Evolutions in the path to licensure within the Canadian provinces necessitated an update to the 1994 agreement in order to continue the facilitation of the cross-border practice of architecture. NCARB and CALA have been working to negotiate a new MRA for the past three years. The new MRA respects changes to both the IDP and the Canadian IAP as well as the introduction of Canada's own professional examination, the Examination for Architects in Canada (ExAC), in lieu of the ARE.

The effective date of the new agreement is to be January 1, 2014, however implementation of the agreement is contingent on more than half of all NCARB Member Boards and more than half of all Canadian Architectural Licensing Authorities becoming formal signatories to the Agreement by December 31, 2013. It should be noted that all 11 Canadian jurisdictions have agreed in principle to the new MRA at this time. At our own Annual Meeting in June of this year, the vote of the membership was 47 to 3 in favor of adopting this new agreement. Four jurisdictions were either not present or ineligible to vote.

Attached to this letter is the MRA and a Letter of Undertaking that we are respectfully asking you to sign on behalf of your Board. Once we have collected the required number of signatures, the existing US/Canada Inter-Recognition Agreement will no longer be in effect. Regardless of the implementation of the new agreement, CALA has given us notice of their intention to terminate the existing Agreement effective January 1, 2014. All licenses granted under the existing Agreement will remain valid as long as the architect continues to meet the registration renewal requirements of each Board or Licensing Authority.

The fundamental principles of recognition under the new MRA are recognition of the license plus one year of post-licensure experience in the individual's home country. For the purposes of the Agreement, home country means either the United States or Canada. This additional experience requirement only impacts those who are in their first year of U.S. or Canadian licensure. Anyone with more than one year of practice would qualify for the reciprocal license under this new MRA.

Letter to Member Board Chairs and Member Board Executives

August 7, 2013

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To comply with the new terms in the MRA, the following will be required:

- a letter of good standing from the architectural licensing authority in the architect's principal place of practice;
- a letter of declaration from the applicant attesting to at least 2,000 hours of post-licensure experience;
- proof of citizenship/permanent residency in the home country; and
- a current NCARB Certificate.

In addition, an architect who obtained their license through other foreign reciprocal registration procedures is not eligible under the new Agreement.

Please review this Letter of Undertaking with your fellow Board members and return an executed copy to Allison Smith (asmith@ncarb.org) by December 31, 2013. We will keep you informed as to the progress of Member Boards who are signing on to the Agreement. Should you have any questions regarding the Agreement or its impact, feel free to contact either Kathy Hillegas (khillegas@ncarb.org) or Stephen Nutt (snutt@ncarb.org).

NCARB and CALA represent mature and sophisticated regulatory bodies that support a rigorous path to licensure through education, experience, and examination. The new agreement respects each country's path to licensure and serves as a bold model for MRAs in the future. As a signatory to the current agreement, I am respectfully requesting that your Board sign the attached Letter of Undertaking in order to continue our long-standing recognition of the exchange of professional credentials in support of cross-border practice.

Many thanks for your thoughtful consideration. I look forward to your acceptance and swift implementation of the new Agreement.

Regards,



Blakely C. Dunn, AIA
President

Attachments:

- Letter of Undertaking
- MRA Between NCARB And CALA
- Letter of Good Standing (template)
- Applicant Declaration (template)

**Letter of Undertaking
in respect of the
MUTUAL RECOGNITION AGREEMENT
Between The
NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS
And The
CANADIAN ARCHITECTURAL LICENSING AUTHORITIES**

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

AND

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

Whereas NCARB and CALA have agreed to and signed a Mutual Recognition Agreement (MRA) dated June 17, 2013 ratified by the 54 architectural licensing authorities represented by NCARB and the 11 architectural licensing authorities represented by CALA. This letter of undertaking shall be signed, without modification, by each licensing/registration authority wishing to participate in the MRA

The undersigned licensing/registration authority, having the authority to register or license persons as Architects within its jurisdiction and being a signatory to the Inter-Recognition Agreement dated July 1, 1994, wishes to become a signatory to the MRA by virtue of this Letter of Undertaking. In doing so, the licensing/registration authority agrees to and acknowledges the following:

1. The terms used in this Letter of Undertaking shall have the same meaning as defined in the MRA between NCARB and CALA dated June 17, 2013.
2. The undersigned individual has the authority to sign on behalf of the licensing/registration authority.
3. As a signatory to the MRA, the undersigned licensing/registration authority will adhere to the fundamental principles of the MRA and agrees to accept the Letter of Good Standing provided by the local licensing/registration authority and the applicant's personal Declaration and Undertaking as satisfying the eligibility requirements for licensing/registration set forth in the MRA.
4. The undersigned will not impose any additional education, experience, or examination requirements, or require education transcripts, experience verification, examination scores, or social security or social insurance numbers. However, the authority may impose familiarity with local laws and other local requirements that apply to all domestic applicants seeking reciprocal licensure.

5. In keeping with the above, the undersigned licensing/registration authority agrees that it will accept for licensure/registration to practice architecture in its jurisdiction a licensed/registered individual who holds a valid and current NCARB Certificate that has been issued in accordance with the MRA and satisfies the conditions outlined within the MRA.

In Witness Whereof: The licensing/registration authority named below has caused the duly authorized person, on its behalf, to execute and deliver this Letter of Undertaking.

Entered into on _____, 2013

By: _____
(name of Licensing/Registration Entity)

(name of duly authorized individual and title)

Copy of Mutual Recognition Agreement attached

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

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

AND

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

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

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

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

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

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

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

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

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

ELIGIBILITY

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

CONDITIONS

U.S. Architect to Canadian Jurisdiction

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

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

Canadian Architect to U.S. Jurisdiction

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

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

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

DEFINITIONS

Demonstration of Required Experience

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

Principal Place of Practice

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

LIMITATIONS

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

MONITORING COMMITTEE

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

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

AMENDMENT

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

SIGNING AND WITHDRAWING

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

TERMINATION

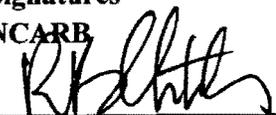
NCARB or CALA may invoke termination of this agreement with 90-days written notice to the other party. This Agreement shall also terminate if more than one-half of the respective NCARB Member Boards and CALA jurisdictions cease to be signatories to this Agreement. In the event of termination, all licenses/registrations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

ENTRY INTO FORCE

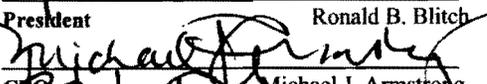
This Agreement shall come into force at such time as more than one-half of all NCARB Member Boards have become parties to this Agreement and more than one-half of all CALA jurisdictions have become parties to this Agreement all as described above so long as such condition is met on or before January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

Signatures

NCARB



 President Ronald B. Blich



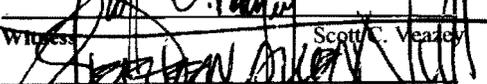
 CEO Michael J. Armstrong



 Witness Blakely C. Dunn



 Witness Dale McKinney

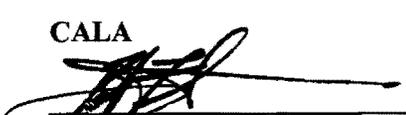


 Witness Scott C. Veazey

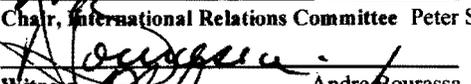


 Witness Stephen Nutt

CALA



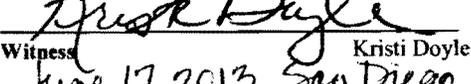
 Chair, International Relations Committee Peter Streith



 Witness Andre Bourassa



 Witness David Edwards



 Witness Kristi Doyle

June 17, 2013 San Diego, CA

 Date

**TEMPLATE TO BE COMPLETED BY LICENSING AUTHORITY
LETTER OF GOOD STANDING**

DATE

NAME
ADDRESS
ADDRESS
ADDRESS
ADDRESS

Dear Sir or Madam:

This is to confirm that [*NAME OF INDIVIDUAL*] was licensed/registered on [*MONTH / DAY / YEAR*] with the [*NAME OF LICENSING AUTHORITY*] and was not licensed by means of a foreign reciprocal registration agreement or a Broadly Experienced Foreign Architect program.

[*NAME OF INDIVIDUAL*] is currently a licensee/registrant in good standing with the [*NAME OF LICENSING AUTHORITY*] and is not currently the subject of disciplinary action by this licensing authority nor has a record of unresolved disciplinary action on file with this licensing authority.

Sincerely,

NAME
Registrar

TEMPLATE TO BE COMPLETED BY APPLICANT

**DECLARATION AND UNDERTAKING
For The
MUTUAL RECOGNITION AGREEMENT
Between The
NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS (NCARB)
And The
CANADIAN ARCHITECTURAL LICENSING AUTHORITIES (CALA)**

I, [*NAME*], declare and affirm that:

I am a citizen or hold permanent residency status in [*UNITED STATES or CANADA*];

I am a licensed/registered architect, and currently a licensee/registrant in good standing with the [*NAME OF LICENSING AUTHORITY*] which is my principal place of practice;

I was licensed on [*MONTH / DAY / YEAR*] with the [*NAME OF LICENSING AUTHORITY*] who will separately be confirming that I am in good standing with that Authority, and I did not obtain licensure in that jurisdiction by means of a foreign reciprocal registration agreement or a Broadly Experienced Foreign Architect program;

I have completed a minimum of 2,000 hours of post-licensure experience as an architect engaged in the lawful practice of architecture; and

I meet all of the eligibility requirements of the Mutual Recognition Agreement for reciprocal licensing between NCARB and CALA.

I have had a disciplinary action registered against me
by a licensing authority (circle one) YES / NO

If yes, submit the summary findings and official action of the licensing authority, as well as any further explanation necessary with this form.

The accepting licensing authority has the right to request further details with respect to disciplinary actions.

I affirm that the above statements are accurate and true to the best of my knowledge and belief.

Signature

Date

Name (print)

PROJECTIONS

Averaging the last 3 *non-renewal year's* revenue, it is reasonable to project between \$500-1000 additional revenue to be collected in FY2013.

As of March 31, the department has 2203 licensed Architects. Historically, approximately 90% of licensed architects renew within the renewal period (March –May of 2014). \$10 of each renewal is allocated to the Education and Enforcement fund, translating into approx. \$20,000, with an additional \$1000-2000 collected through fines and interest. Therefore, it is reasonable to project approximately \$22000 will be collected in FY 2014.

FY 2015 is a non-renewal year, and revenue is projected at approximately \$3500.

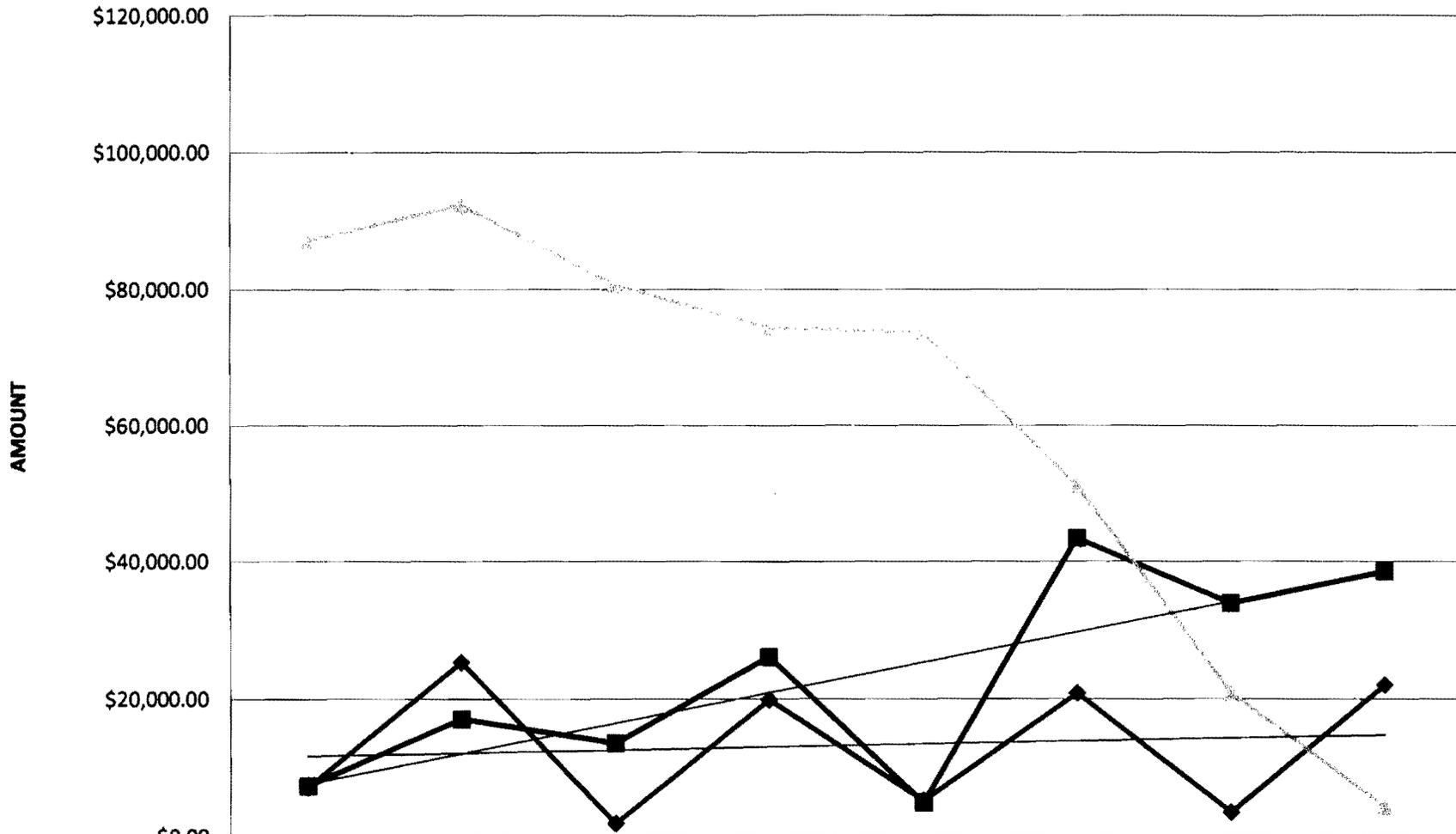
At the end of Period 8, we are aware of an approximately \$3,000 in pending approvals for travel and education grants.

It is projected that if no additional expenditures have been or are approved for FY2013, the fund balance will be approximately \$26,000 to begin FY2014.

2013-Architecture Education & Enforcement Fund

| Period | Total Revenue | Total Expense | Fund Balance | Total Investment | Cash Total |
|-------------|--------------------|--------------------------|---------------------|--------------------|---------------------|
| | | | | \$ | |
| | | <i>Beginning Balance</i> | \$ 51,191.96 | 26,942.00 | \$ 24,249.96 |
| | | | | \$ | |
| Pd 1 (July) | \$ 290.00 | \$ - | \$ 51,481.96 | 26,942.00 | \$ 24,539.96 |
| | | | | \$ | |
| Pd 2 (Sept) | \$ 288.02 | \$ - | \$ 51,769.98 | 26,960.02 | \$ 24,809.96 |
| | | | | \$ | |
| Pd 3 (Aug) | \$ 87.84 | \$ - | \$ 51,857.82 | 26,977.86 | \$ 24,879.96 |
| | | | | \$ | |
| Pd 4 (Oct) | \$ 157.26 | \$ - | \$ 52,015.08 | 26,995.12 | \$ 25,019.96 |
| | | | | \$ | |
| Pd 5 (Nov) | \$ 907.16 | \$ (3,100.00) | \$ 49,822.24 | 27,012.28 | \$ 22,809.96 |
| | | | | \$ | |
| Pd 6 (Dec) | \$ 56.06 | \$ (14,241.17) | \$ 35,637.13 | 27,028.34 | \$ 8,608.79 |
| | | | | \$ | |
| Pd 7 (Jan) | \$ 895.86 | \$ (2,500.00) | \$ 34,032.99 | 27,044.20 | \$ 6,988.79 |
| | | | | \$ | |
| Pd 8 (Feb) | \$ 84.93 | \$ (5,804.18) | \$ 28,313.74 | 7,059.13 | \$ 21,254.61 |
| YTD | \$ 2,767.13 | \$ (25,645.35) | \$ 28,313.74 | \$ 7,059.13 | \$ 21,254.61 |

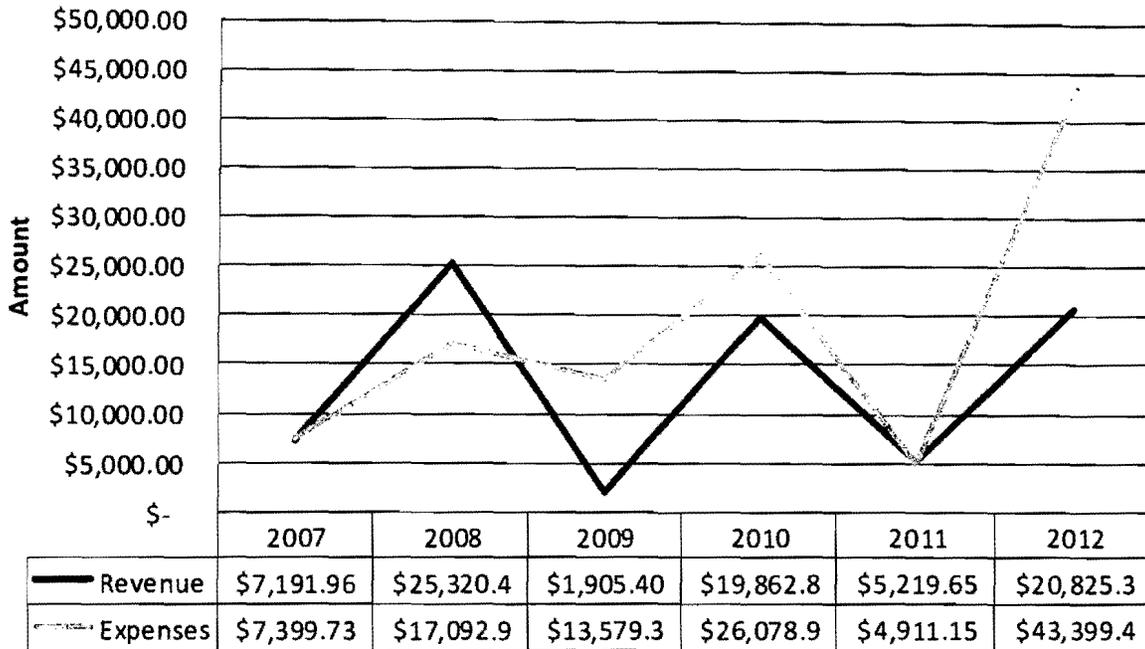
ARCHITECT Revenue and Expense Per Fiscal Year



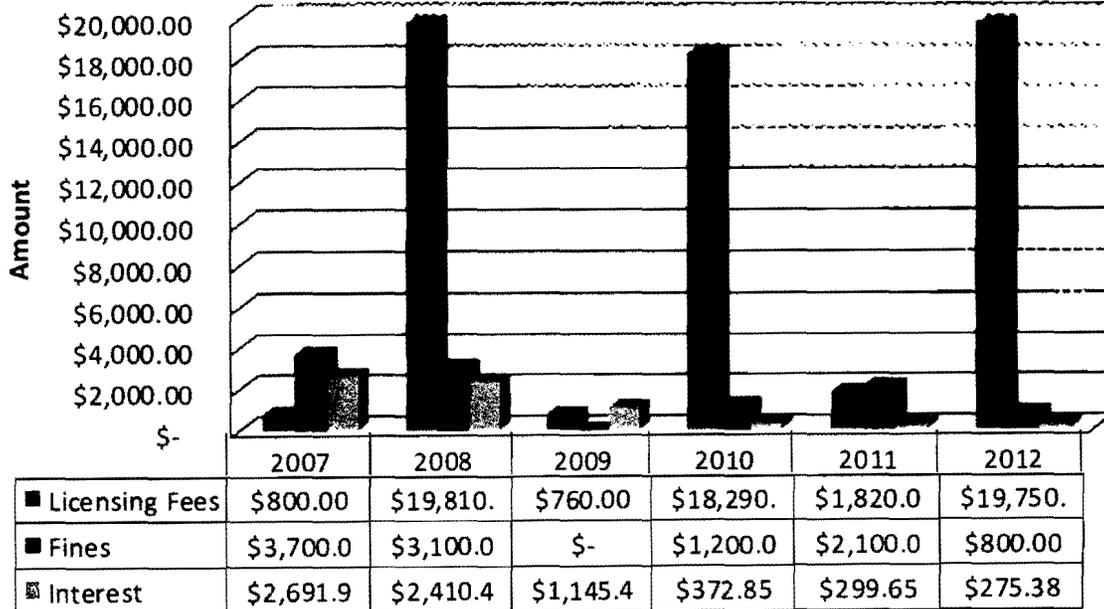
| | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 Projected |
|-------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------------|
| ◆ Revenue | \$7,191.96 | \$25,320.42 | \$1,905.40 | \$19,862.85 | \$5,219.65 | \$20,825.38 | \$3,532.82 | \$22,002.88 |
| ■ Expense | \$7,399.73 | \$17,092.91 | \$13,579.33 | \$26,078.96 | \$4,911.15 | \$43,399.46 | \$33,868.67 | \$38,525.99 |
| ⋯ Account Balance | \$87,119.97 | \$92,347.48 | \$80,673.65 | \$74,457.54 | \$73,766.04 | \$51,191.96 | \$20,856.11 | \$4,333.00 |

HISTORICAL DATA

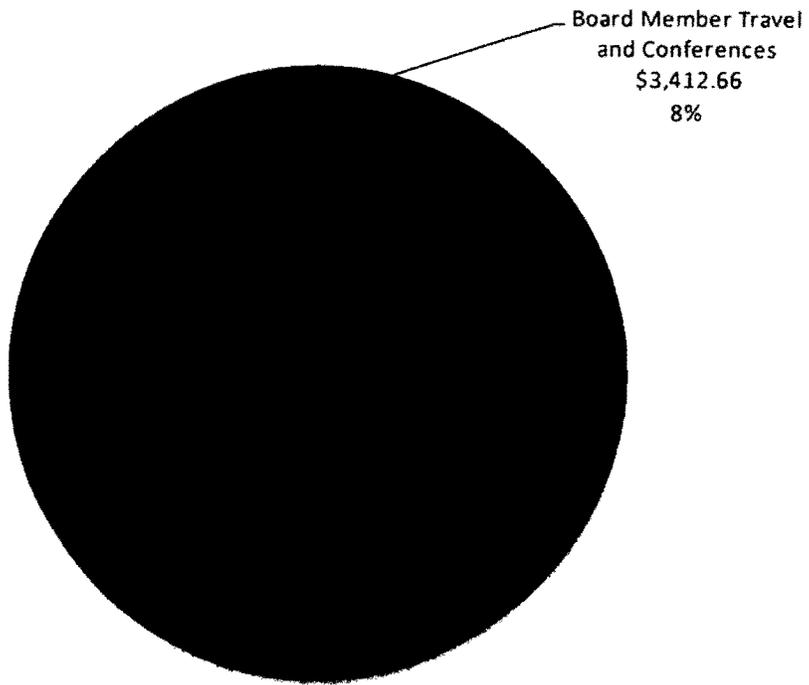
Revenue and Expenses Per Fiscal Year



Revenue Source



2012 Expense



2013 YTD Expenses

