

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

10 February 2016

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

AND

The Architects Accreditation Council of Australia (AACA)
representing the architectural licensing boards of the eight states and territories of Australia.

AND

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

*This **Mutual Recognition Arrangement** has been designed to recognize the professional credentials of architects licensed/registered in the U.S., Australia, and New Zealand and to support their mobility by creating the opportunity to practice beyond their borders. More specifically, the purpose of this Arrangement is to facilitate the registration of an architect licensed in a participating U.S. jurisdiction as an Australian architect or New Zealand architect; and the licensing of an Australian architect or New Zealand architect as an architect in a U.S. jurisdiction that has agreed to participate in the Arrangement.*

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 to the 54 Member Boards; as well as establishing the education, experience, and examination requirements for the *NCARB Certificate* in support of reciprocal licensure within the United States;

WHEREAS, AACA advocates, coordinates, and facilitates the development of national standards of competency for the profession of architecture through education, practical experience, and examination requirements for initial licensure and license renewal for all eight Australian State and Territory Registration Boards;

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

WHEREAS, NCARB and the AACA previously ratified Mutual Recognition Agreements in 1973, 1983, and 2006 that were never fully realized; NCARB, the AACA, and the Architects Education and Registration Board of New Zealand (AERB/NZ) ratified separate Practice in a Host Nation Agreements in 2002 that were never fully implemented; and the AERB/NZ no longer exists and has been statutorily replaced by the NZRAB; and NCARB, AACA, and the NZRAB declare all former Agreements no longer exist or are terminated;

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

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

WHEREAS, NCARB and the AACA are the lead organizations recognized by their individual state and territory registration authorities and the NZRAB has the necessary statutory authority for the negotiation of mutual recognition arrangements for architects with similar foreign authorities;

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

WHEREAS, NCARB, AACA, and NZRAB are recognized by the profession as mature and sophisticated facilitators of licensure to which the utmost full faith and credit should be accorded and desire to support reciprocal licensure/registration in the host country of architects who have been licensed/registered in their home country;

WHEREAS, any architect actively engaging or seeking to engage in the practice of architecture in any United States jurisdiction, Australian jurisdiction, or New Zealand 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, AACA, and NZRAB agree as follows:

1. PARTIES TO THE ARRANGEMENT

Any NCARB Member Board and any Australian State or Territory Board may become a party to the provisions of this Arrangement by submitting a signed *Letter of Undertaking* to the responsible negotiating representative. The *Letter of Undertaking* is incorporated herewith and includes the binding requirements for the implementation of this Arrangement by each individual signatory jurisdiction. The *Letters of Undertaking* shall be distributed, collected, and maintained by NCARB, AACA, and NZRAB respectively. NCARB and AACA each shall promptly notify the others in writing of all individual signatories. Each NCARB Member Board and each Australian State or Territory Board that executes a *Letter of Undertaking*, and which has not withdrawn from this Arrangement, as well as NCARB, AACA, and NZRAB once they sign this Arrangement below, shall be known as a “Party to this Arrangement.”

2. ELIGIBILITY REQUIREMENTS

1. Architects who are able to benefit from the provisions of this Arrangement must be citizens respectively of the United States, Australia, or New Zealand or have lawful permanent residency status in that country as their home country in order to seek licensure/registration in one or the other countries serving as the host country under this Arrangement.
2. Architects shall not be required to establish citizenship or permanent residency status in the host country in which they seek licensure/registration under this Arrangement.
3. Architects must be licensed/registered in a jurisdiction of their home country and must have completed at least 6,000 hours of post-licensure/registration experience practicing as a registered architect in their home country as demonstrated through the provision of proof of current and valid licensure in good standing from the jurisdictional licensing authority and a declaration signed by the applicant attesting to the experience.
4. Notwithstanding items 1, 2, and 3 above, Architects who have become licensed/registered in their home country by means of a foreign reciprocal licensing agreement/arrangement are not eligible under this Arrangement.

3. CONDITIONS

A U.S. Architect to AACA Jurisdiction

Upon application, those Australian State and Territory Boards who become a Party to this Arrangement agree to license/register as an architect in their respective jurisdiction any U.S. architect who:

1. meets the eligibility requirements listed in Section 2 of this Arrangement, and
2. holds a current *NCARB Certificate*, and
3. has been issued an *AACA Statement*, and
4. is currently licensed/registered in good standing by one or more NCARB Member Board(s) that is a Party to this Arrangement.

B U.S. Architect to NZRAB

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

1. meets the eligibility requirements listed in Section 2 of this Arrangement, and
2. holds a current *NCARB Certificate*, and
3. is currently licensed/registered in good standing by one or more NCARB Member Board(s) that is a Party to this Arrangement.

C Australian Architect to NCARB Jurisdiction

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

Upon application, those NCARB Member Boards who become a Party to this Arrangement agree to license/register as an architect in their respective jurisdiction any Australian Registered Architect who:

1. meets the eligibility requirements listed in Section 2 of this Arrangement, and
2. holds a current *AACA Statement*, and
3. has been issued an *NCARB Certificate*, and
4. is currently licensed/registered in good standing by one or more Australian State and Territory Board(s) that is a Party to this Arrangement.

D New Zealand Architect to NCARB Jurisdiction

Upon application, NCARB shall issue an *NCARB Certificate* to any New Zealand Registered Architect licensed/registered by the NZRAB meeting the eligibility requirements listed above.

Upon application, those NCARB Member Boards who become a Party to this Arrangement agree to license/register as an architect in their respective jurisdictions any New Zealand Registered Architect who:

1. meets the eligibility requirements listed in Section 2 of this Arrangement, and
2. holds a current *NCARB Certificate*, and
3. is currently licensed/registered in good standing by the NZRAB.

4. 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 Arrangement to assure the effective and efficient implementation of this Arrangement.

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

5. LIMITATIONS

Nothing in this Arrangement limits the ability of an NCARB Member Board, Australian State or Territory Board, or the NZRAB 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 Arrangement limits the ability of NCARB, AACA, NZRAB or any individual state or territory registration board to seek appropriate verification of any matter pertaining to the foregoing or the eligibility of an applicant under this Arrangement.

6. AMENDMENT

This Arrangement may only be amended with the written consent of NCARB, AACA, and NZRAB. Any such amendment will be submitted to each NCARB jurisdiction and AACA jurisdiction, who may re-affirm their respective assent to this Arrangement as so amended or may withdraw as a Party to this Arrangement.

7. NO ASSIGNMENT

No Party can assign their rights under this Arrangement without the prior written consent of NCARB, AACA, and NZRAB.

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 Arrangement.

8. WITHDRAWAL

Any NCARB Member Board, Australian State or Territory Board, or the NZRAB may withdraw from this Arrangement with 90-days written notice given respectively to the responsible negotiating representative. NCARB, AACA, and NZRAB shall each promptly notify the other in writing of all withdrawals.

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

9. TERMINATION

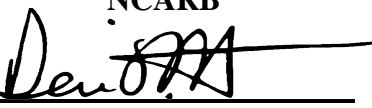
NCARB, AACA, or NZRAB may invoke termination of this Arrangement with 90-days written notice to the other parties. This Arrangement shall also terminate if more than one-half of the respective NCARB Member Boards or any Australian State and Territory Board or the NZRAB cease to be Parties to this Arrangement.

In the event of termination, all licenses/registrations granted pursuant to this Arrangement prior to the effective termination date shall remain valid as long as all registration and renewal obligations are maintained and all other generally applicable licensure requirements are met or unless registration is revoked for cause.

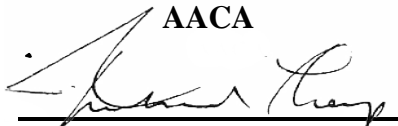
10. ENTRY INTO FORCE

This Arrangement shall come into force at such time as more than one-half of all NCARB Member Boards and all Australian State and Territory Boards have become Party to this Arrangement and the NZRAB has become party to this Arrangement so long as such condition is met on or before December 31, 2016, or as mutually extended by the NCARB, AACA, or NZRAB Board of Directors.


SIGNATURES

NCARB


President Dennis Ward

AACA


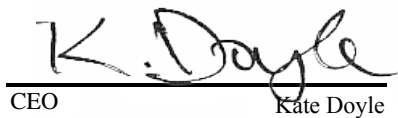
President Richard Thorp

NZRAB


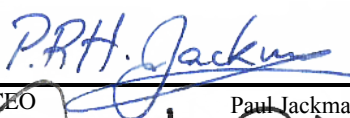
Chair Warwick Bell



CEO Mike Armstrong



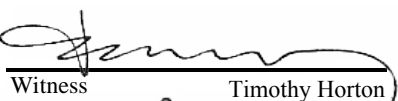
CEO Kate Doyle



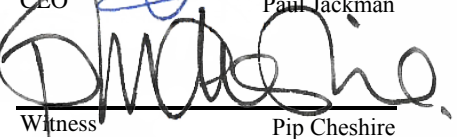
CEO Paul Jackman



Witness Kristine Harding



Witness Timothy Horton



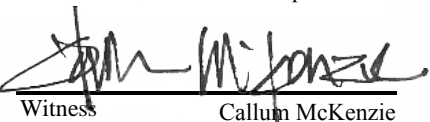
Witness Pip Cheshire



Witness Dale McKinney



Witness Nadine Roberts




Witness Callum McKenzie



Witness Stephen Nutt
30 January 2016



Witness Mae Cruz
8 February 2016



Witness Christina van Bohemen
10 February 2016