

## **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 to herein collectively 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 each of 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 each of 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 approval by NCARB or its Member Boards.

#### **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 the applicable Canadian Participant 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 from an applicant or an applicable Participant of any matter pertaining to the foregoing or the eligibility of an applicant under this Agreement. The Parties acknowledge and understand that disclosure of such information sought by a Party or Participant may be subject to applicable law or confidentiality obligations, or both, which may restrict or prevent the disclosure of certain information related to complaints, investigations, and/or disciplinary matters.
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 of the Parties' authorized representatives. 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 Party 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 60 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 invoke termination of 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 fewer than 60 days after such time as (i) the NCARB Member Boards ratify this Agreement at a duly called meeting at which a quorum is present; (ii) ROAC satisfies any applicable organizational or ROAC Jurisdiction approval requirements or procedures; and (iii) 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.

## SIGNATURES

NCARB

ROAC

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

\_\_\_\_\_  
CEO

\_\_\_\_\_  
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 Canadian Participant 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

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President

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Chair

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CEO

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Executive Director

**NCARB**

**ROAC**

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