

Appendix C:

Mutual Recognition Agreement Between the National Council of Architectural Registration Boards 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

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.

*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 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 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 XXXXX, 2025, or as mutually extended by the NCARB Board of Directors and SACAP.

SIGNATURES

NCARB

SACAP

President

President

CEO

CEO

Witness

Witness

Witness

Witness

Witness

Witness

APPENDIX I
MECHANISMS FOR THE IMPLEMENTATION
of the
MUTUAL RECOGNITION AGREEMENT
between the
NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS
(“NCARB”)
and the
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.

1. Mechanisms for Dialogue and Administrative Co-Operation

NCARB and SACAP 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 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.

SIGNATURES	
NCARB	SACAP
_____ President	_____ President
_____ CEO	_____ CEO
_____ Witness	_____ Witness
_____ Witness	_____ Witness