



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234

OFFICE OF THE STATE BOARD FOR ARCHITECTURE
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**State Board for Architecture
Board Meeting**

1411 Broadway (between 39th & 40th Streets) - Tenth Floor – Regents' Room – Manhattan

Wednesday May 21, 2025
10:00 am (start time for meeting)

Members of the public may attend and observe the meeting outside of the Executive Session

AGENDA

1. Introductions / Welcome New Public Board Member
2. Executive Session
 - Disciplinary Case
3. Public Session
 - Approval of Minutes
4. Board Chair Report
5. Board Office Report
6. Old Business
 - Education/Experience Review
 - Proposed Updates to the AXP
 - 2025 NCARB Regional Summit Summary
 - 2025 April NCARB BoD Meeting
 - 2025 NCARB Annual Meeting
 - Resolutions
 - Elections
 - Selection of Voting Delegate
 - NCARB Visit
 - Project Construction Cost Estimates – NYC
 - Women in Architecture Series
7. New Business
 - Fiverr issue
 - Rand *Building Impact* Study
8. Other Board Member Topics for Future Meetings

9. Adjournment

Next Meeting – *August 6, 2025 – NYC*

Minutes of the Meeting
State Board for Architecture
1411 Broadway; Regents' Room
New York, NY 10018

Present: Anik Pearson, Chair
Nicole Dosso, Vice Chair
Carol Bentel
Greg Canaras
Giuseppe Lauro
Fred Mosher, Jr.
Talisha Sainvil (joined at 10:06am)
Marcy Stanley

Staff: Robert Lopez, Executive Secretary
Gina Sacco, Assistant in Professional
Education

Guests: None

February 13, 2024

OPEN SESSION

1. **Motion:** Bentel/Canaras: That the Board enter Executive Session.
2. The Board resumed the Open Session.
3. **Approval of Minutes:** **Motion:** Lauro/Bentel: That the minutes of the November 6, 2024 meeting of the State Board for Architecture be approved. PASSED UNANIMOUSLY.
4. **Board Chair Report:** Chair Pearson thanked the Board since this is her last meeting as Chair. She will be attending the NCARB Regional Summit at the end of the month.

Chair Pearson also attended an NCARB webinar related to NCARB's new competency standards. She noted the numerous questions asked by candidates and heightened anxiety given these new standards and potential impacts to their unique licensure situation. She noted that NCARB should keep candidates in mind when making changes to the ARE or the AXP. The Executive Secretary noted that changes in the ARE have recently been relatively stable and noted the length of time that the last two version of the ARE, 4.0 and 5.0, have been available.

Chair Pearson noted the new NAAB accreditation process has changed, and that Cooper Union is currently under review. The process now involves criteria assessments, benchmarks, and evidence-based learning that may be demanding for some architecture programs. Chair Pearson noted that she has retained her role at Cooper Union as a Licensing Advisor, and she shared the expectations that come with the role.

5. **Board Office Report:** The Executive Secretary gave the Board Report, including updated statistics, recent activities, and proposed legislation.

The Board discussed Chapter 534 of the Laws of 2024 that authorizes alternate project delivery methods in New York City, and Part Z of the NYS Executive Budget Bill that seeks to amend Ch. 534. The Executive Secretary also described the proposed changes suggested by Part Y of the NYS Executive Budget Bill that seeks an expansion of alternative project delivery to

additional State entities and adds construction manager as constructor and progressive design-build as types of alternative project delivery methods for certain State entities.

The Board described the pros and cons of the alternative project delivery method on authorized projects in which they've been involved. The Executive Secretary reviewed the White Paper on Design Build created by the Design Boards. Comments included in this White Paper share overarching themes that maintain public protection in New York and are applicable to the proposed Parts Y and Z. The State Board recommended that the technical comments shared by the Executive Secretary during the meeting and in the White Paper be passed on to Department leadership.

The Board also discussed the proposed bill language of S1834 relating to certain licensing exemptions for landscape architects and the Board did not have any technical comments regarding this proposed legislation.

The Executive Secretary noted that NCARB has sent out a Request for Comments on proposed updates to the AXP. Given the full agenda for today's meeting, the Board will have a discussion on these updates at their May meeting.

The Executive Secretary noted that NCARB has sent out five Draft Resolutions to be discussed at the NCARB Regional Summit. Chair Pearson and the Executive Secretary will review the resolutions in preparation for the NCARB Regional Summit, listen to the conversations about the resolutions during the Summit, and the Board will review all resolutions at their May meeting.

6. **Old Business:**

Education and Experience Review: The Executive Secretary described the proposed recommendations of the Ad Hoc Committee on Education and Experience that were included in the Board package. Board members agreed that moving towards a permitted 50/50 split in Category I and J as noted in the proposal (except the "all-experience" pathway, as noted below) would offer licensure candidates increased flexibility and recognize the current models of design practice and recommended that this change be made.

Additionally, they unanimously recommended to:

- maintain professional degrees in architecture that are NAAB accredited (Category A) at the current maximum of 9 units of education award
- permit four-year pre-professional degrees in architecture (Category C) to be awarded 8 units of education credit, maximum, up from the current 7 units of credit
- permit four-year architecturally related degrees (Category D) to be awarded 6 units of education credit, maximum, up from the current 5 units of credit
- maintain degrees in subjects unrelated to architecture (Category G) at the current maximum of 2 units of education award
- permit two-year degrees in architecturally related technical programs (Category H) to be awarded 4 units of education credit, maximum, up from the current 2 units of credit

First professional degrees from a program that is not NAAB-accredited (Category B) will be maintained at the current maximum of 8 units of education award. The determination of this award is made by New York's Bureau of Comparative Education, as Category B is typically reserved for candidates with international education.

The Executive Secretary noted that the Ad Hoc Committee also recommended a reduction from the current 12 years to 10 years for the all-experience pathway, however, such a change would require a change in the Education Law. Member Lauro noted his support for this recommendation but said that these candidates may benefit from additional experience under an architect in a diversified architecture practice (Category I). He recommended that those candidates going through the all-experience pathway should be required to work for 7 years in Category I, minimum, and allowed to have 3 years, maximum in Category J. The Board unanimously agreed to this approach, provided that a change in statute can be made.

The proposed recommendations by the Board to the education and experience requirements will be brought to Department leadership to determine the best course of action to effect these changes.

Public Board Member Search: The Regents will consider the appointment of a new Public Board Member at their March 2025 meeting. If confirmed, the new Public Member's first meeting will be the May 2025 meeting of the State Board.

Project Construction Cost Estimates - NYC: Chair Pearson and Member Mosher led a discussion on the issues surrounding construction cost estimates when submitting projects for permit approval to New York City, affecting smaller projects most directly. The Department of Buildings applies their own cost estimates for certain NYC projects, with architects being asked to certify costs over which they do not control. The Executive Secretary will reach out for AIA NY and attempt to schedule a more detailed discussion with Chair Pearson to see if efforts have been made by the NY Chapter to address this issue.

ARE Statistics: The Executive Secretary shared the responses provided by NCARB regarding ARE statistics as requested by the State Board at their November 2024 meeting. The Board discussed the possibility of all candidates being afforded additional time to complete the exam; however, the extra time may result in resource issues at testing centers and additional costs for candidates.

Women in Architecture Series: Chair Pearson shared her experience with the Women in Architecture series, now in its sixth season. The Series has created a community of female architects and allowed for additional connections with mentors and those seeking to be leaders within the profession. Speakers often discuss being in the middle of their careers and described how to pivot into their next role. If any Board members have recommendations for speakers, send them to Chair Pearson.

7. **New Business:**

Elections – Chair and Vice Chair:

The Executive Secretary reviewed the annual election process and shared the responsibilities and time commitments of the Chair and Vice Chair of the State Board.

Motion: Bentel/Lauro: That Vice Chair Dosso be elected as Chair. PASSED UNANIMOUSLY.

Motion: Stanley/Lauro: That Member Bentel be elected as Vice Chair. PASSED UNANIMOUSLY.

NCARB items:

The NCARB Annual Meeting will be held from June 19-21 with travel on June 18th and 22nd. Members Stanley and Canaras expressed interest in attending.

NCARB leadership last visited the State Board in February 2024, and the Board was asked if it may be beneficial to have NCARB leadership attend its May 2025 meeting. After discussion, the Board agreed that the May meeting may be an appropriate time for NCARB to visit. Possible topics could include a high-level discussion of further embedding the new competency standards as electives taught by architects within NAAB-accredited programs and other education programs, and to review the Board's recent recommendations that give New York's education and experience requirements additional flexibility in New York. The Executive Secretary will set up a preliminary meeting with Mike Armstrong and Vice Chair Dosso ahead of the May Board meeting to preview topics.

NCARB provided a statement on Artificial Intelligence and the Executive Secretary briefly discussed it with the Board.

NCARB and AIA have developed guidance on course development for Ethics and Public Welfare topics that will be considered for health, safety and welfare continuing education credit. The Board agreed that this document should be used by Board staff when reviewing such topics and assessing if they meet our HSW requirements.

The call for NCARB Committee volunteers was sent out by email and is open through March 8, 2025, and all Board members are encouraged to volunteer for committees as their schedules permit. Member Stanley shared that involvement in NCARB has provided a great avenue to connect with other public members of the State Boards around the US.

8. **Other Board Member Topics for Future Meetings:**

Architecture as a STEM profession should continue to be included on the Board agenda and should also be included in the conversation with NCARB in May.

The November meeting of the State Board will be moved from November 6 to November 13.

Member Bentel thanked Chair Pearson and Vice Chair Dosso for serving the State Board in their respective leadership roles.

Motion: Mosher/Sainvil: Moved to adjourn. PASSED UNANIMOUSLY.

The next meeting of the Board will be Wednesday, May 21, 2025, in NYC.

Respectfully submitted,

Robert Lopez, RA
Executive Secretary

Minutes of the Meeting
State Board for Architecture
1411 Broadway; Regents' Room
New York, NY 10018

Present: Anik Pearson, Chair
Nicole Dosso, Vice Chair
Carol Bentel
Greg Canaras
Giuseppe Lauro
Fred Mosher, Jr.
Talisha Sainvil (joined at 10:06am)
Marcy Stanley

Staff: Robert Lopez, Executive Secretary
Gina Sacco, Assistant in Professional
Education

Guests: None

February 13, 2025

EXECUTIVE SESSION

1. The Executive Secretary shared that there was a cancellation of a practical exam for this meeting that will most likely be rescheduled for the May meeting of the State Board.
2. Two disciplinary cases were reviewed.
3. Motion: Stanley/Mosher: That the Board resume the Open Session. PASSED UNANIMOUSLY.

Respectfully submitted,

Robert Lopez, RA
Executive Secretary

NEW YORK STATE BOARD FOR ARCHITECTURE BOARD OFFICE REPORT

Registered Architects (RA)

Current Resident Registered Architects	11,819
Current Non-Resident Registered Architects	9,330
<u>Foreign Registered Architects</u>	<u>427</u>
Total Number of RA as of 1/1/25	21,576

Licenses Issued

2025 – 204 (thru 3/31); 2024 – 870; 2023 – 905; 2022 – 940; 2021 – 804; 2020 – 681

ARE Candidates	(January 23, 2025 – April 30, 2025)	2
Early Admit ARE Candidates	(January 23, 2025 – April 30, 2025)	308
NCARB Certification	(January 23, 2025 – April 30, 2025)	96
Endorsement	(January 23, 2025 – April 30, 2025)	6
Endorsement PE no QT	(January 23, 2025 – April 30, 2025)	-
Via Educ, Exp & Exams	(January 23, 2025 – April 30, 2025)	10

Candidate Admissions to ARE

2025 (thru 4/30 – 376); 2024 – 1,031; 2023 – 1,030; 2022 – 770; 2021 – 875; 2020 – 889

OP/Staff Activities

Approval for a new Education Credentials Specialist 1 position in the Board office was granted to replace the former Administrative Assistant 1. Recruitment and interviews have concluded, and the new staff member will start in the Board office on June 5, 2025.

Along with NCARB, the Executive Secretary conducted a licensure seminar for RPI students on April 2, 2025. Approximately 30 students attended the presentation.

Along with NCARB, the Executive Secretary conducted a licensure seminar for NYIT students on April 22, 2025. Approximately 35 students attended the presentation.

Along with NCARB, the Executive Secretary conducted a licensure seminar for City College students on April 30, 2025. Approximately 40 students attended the presentation.

Along with former Chair Pearson, the Executive Secretary attended the NCARB Regional Summit held on February 8 – March 1, 2025. Additionally, the Executive Secretary attended the Member Board Executives meeting on February 27, 2025. Key takeaways from these meetings will be discussed under old business.

The Executive Secretary attended the virtual NCARB Region 2 Pre-Board of Directors meeting held on April 3, 2025. An NCARB memo describing the topics discussed at the meeting will be discussed under old business.

Legislative / Regulatory Activity

The NYS Legislature is in a new two-year session that will run from January 2025 December 2026. Although early in the session, legislation of interest follows:

A7561 / S7220 – Relates to continuing education requirements for landscape architects

Relates to continuing education requirements for landscape architects; provides that adjustments to such requirements may be granted for health reasons, active duty, or other good cause; limits the number of credit hours that may carry over to the next registration period.

New Bill is included in the Board package.

Bill is referred to Higher Education in the Assembly and is on 1st Report Cal. 908 in the Senate.

S3268 / No Same as – Relates to comprehensive delivery of infrastructure delivered between a public entity and a development entity

Relates to comprehensive delivery of infrastructure delivered between a public entity and a development entity consolidating at least two or more of design, construction, finance, operations and/or maintenance work, including construction manager or construction manager at risk; authorizes a public entity to pursue certain authorized projects; provides for project funding and authorizes the public entity to accept from any source any grant, donation, gift or other form of conveyance of land, money; provides for labor and public interest protections; makes related provisions.

NEW BILL – Language is included in the Board package.

Bill is referred to Procurement and Contracts in the Senate.

A5838 / No Same as – Relates to pre-approved construction documents

Requires municipalities which issue building permits to provide pre-approved construction documents at no cost for the types of residential building permitted to be constructed in such jurisdiction.

NEW BILL – Language is included in the Board package.

Bill is referred to Governmental Operations in the Senate.

A10543 / S9849 – Relates to authorizing the use of certain alternative project delivery methods

Authorizes the use of certain alternative project delivery methods for the New York city public works investment act.

Bill was signed as Chapter 534 of the Laws of 2024; effective date 11/22/24.

S1834 / No Same as – Relates to the licensing of landscape architects

Relates to certain licensing exemptions for landscape architects.

Bill is on 1st Report Cal. 900 in the Senate

S3287 / A4942 – Relates to an engineering technology degree

Provides that an applicant with a bachelor's degree or higher in engineering technology and an applicant with a bachelor's degree or higher in engineering shall have the same number of

education and experience credit requirements, shall have the same eligibility for an identification card as “an engineer in training”, as well as examination and examination eligibility requirements.

Bill is referred to Higher Education in the Senate and is referred to Higher Education in the Assembly.

A483 / S5392 – Permits certain not-for-profit corporations engaged in engineering for certain conservation efforts to do business or provide professional engineering, land surveying or professional geology services in the state

Relates to permitting certain not-for-profit corporations engaged in engineering for certain conservation efforts to do business or provide professional engineering, land surveying, or professional geology services in the state.

Bill is referred to Higher Education in the Assembly and is passed in the Senate.

S1141 / A4840 – Relates to the requirements for certification for certified interior designers

Relates to the educational and examination requirements for certification as a certified interior designer; provides an exemption from the education requirements for architects licensed under Article 147 of the NYS Education Law.

Bill is referred to Higher Education in the Senate and is referred to Higher Education in the Assembly.

A2571 / S620 – Relates to the practice of geology

Adds the practice of geology to legacy corporations.

Bill is referred to Higher Education in the Assembly and is passed in the Senate.

S2146 / A4907 – Repeals and reenacts provisions on time limitations on certain actions against professional engineers, architects, other designers and construction contractors

Repeals and reenacts statute of limitation provisions on wrongful death, personal injury and property damage actions against professional engineers, architects, landscape architects, land surveyors and construction contractors to provide for a limitations period of ten years after completion of improvement to real property; "completion", which constitutes the accrual date for the limitations period, is defined; provides for a one year extension for injuries to person or property or wrongful death which occur during the tenth year after completion.

Bill has advanced to third reading in the Senate and is referred to Higher Education in the Assembly.

A4680 / No Same as – New York Emergency Responder Act

Enacts the New York emergency responder act limiting the liability of certain emergency responders.

Bill is referred to Governmental Operations in the Assembly.

S4577 / A5520 - Requires public authorities to negotiate with most qualified architectural, engineering, geological, landscape architectural and/or surveying professional firms before negotiating with other firms

Requires public authorities and public benefit corporations to negotiate with professional firms providing architectural, engineering, geological, landscape architectural or surveying services in order from the most qualified to the least qualified with regard to the provision of services to the authority or corporation

Bill is referred to Corporations, Authorities and Commissions in the Senate and is referred to Corporations, Authorities and Commissions in the Assembly.

S4877 / No Same as – Relates to the establishment of the water-based fire protection licensure act

Establishes water-based fire protection licensure act, setting forth licensure requirements for contractors engaged in the business of the layout, installing, repairing, inspecting, testing, or maintaining of water-based fire protection systems and components.

Bill is referred to Consumer Protection in the Senate.

S7104 / No Same as – NYC DoB False Documents

Relates to false statements in documents submitted to the department of buildings of the city of New York

Bill is referred to Cities in the Senate.

Bills Not yet Introduced

S / A – Increases to \$50,000 for cost of construction threshold

Increases to \$50,000 the cost of the construction of a building, structure or public work, above which a professional engineer, land surveyor or architect must be utilized to plan and supervise the construction thereof.

Bill is not yet introduced

S / A – Relates to building permits

Authorizes a city, town or village to establish a program whereby a building permit may be issued based upon certification by a registered architect or professional engineer.

Bill is not yet introduced

S / A – Relates to public employees' supervision, examination, review, and determination of acceptability of public works projects performed by contractors

Requires certain public employees to be on the site for the duration of public works projects completed by contractors; requires such certain public employees to review a contractor's work on public works projects and determine whether the work performed is acceptable.

Bill passed in the Senate and passed in the Assembly but was vetoed by the Executive in 2024. Bill is not yet introduced this session.

S / A – Relates to licensure requirements for professional geologists

Provides that the education requirements to be licensed as a professional geologist may be partially substituted by practical experience; relates to the issuance of an identification card as a geologist in training.

Bill is not yet introduced

S / A– Establishes a program where a municipal department of buildings may accept certain construction documents for code compliance

Establishes a program where a municipal department of buildings may accept construction documents required to be filed in relation to code compliance prior to issuance of a certificate of occupancy with less than a full examination by such municipal department of buildings based on

a professional certification of an applicant who is an architect or professional engineer; makes related provisions.

Bill is not yet introduced

S / A – Requires certain engineering plans that could pose a material risk to public safety to bear a stamp of approval of a professional engineer

Requires certain engineering plans or specifications for engineering work or services that could pose a material risk to public safety to bear a stamp of approval of a professional engineer and authorizes the public service commission to promulgate rules and regulations relating to such requirement.

Bill is not yet introduced

S / A – Interior Design/State Contracting

Adds interior design services as a type of contract that can be entered into and negotiated by the state

Bill is not yet introduced

S / A - Licensing consequences for serious abuse of self-certification privileges

Relates to licensing consequences for architects or engineers who seriously abuse their self-certification privileges

Bill is not yet introduced

Office of Professional Discipline

Frederick Ira Goldberg

A7561 Lupardo No Same as

Education Law

TITLE....Relates to continuing education requirements for landscape architects

04/01/25 referred to higher education

LUPARDO

Amd §7328, Ed L

Relates to continuing education requirements for landscape architects; provides that adjustments to such requirements may be granted for health reasons, active duty, or other good cause; limits the number of credit hours that may carryover to the next registration period.

STATE OF NEW YORK

7561

2025-2026 Regular Sessions

IN ASSEMBLY

April 1, 2025

Introduced by M. of A. LUPARDO -- read once and referred to the Committee on Higher Education

AN ACT to amend the education law, in relation to continuing education requirements for landscape architects

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Section 7328 of the education law, as added by chapter 683
2 of the laws of 2005, is amended to read as follows:

3 § 7328. Mandatory continuing education for landscape architects. 1.
4 (a) Each licensed landscape architect required under this article to
5 register triennially with the department to practice in the state shall
6 comply with provisions of the mandatory continuing education require-
7 ments prescribed in subdivision two of this section except as set forth
8 in paragraphs (b) and (c) of this subdivision. Landscape architects who
9 do not satisfy the mandatory continuing education requirements shall not
10 practice until they have met such requirements, and have been issued a
11 registration certificate, except that a landscape architect may practice
12 without having met such requirements if [~~he or she is~~] they are issued a
13 conditional registration certificate pursuant to subdivision three of
14 this section.

15 (b) Landscape architects shall be exempt from the mandatory continuing
16 education requirement for the triennial registration period during which
17 they are first licensed, in accordance with the intent of this section,
18 an adjustment and/or exemption to the mandatory continuing education
19 requirement may be granted by the department for reasons of health
20 certified by an appropriate health care professional, for extended
21 active duty with the armed forces of the United States, or for other
22 good cause acceptable to the department which may prevent compliance.

23 (c) A licensed landscape architect not engaged in practice as deter-
24 mined by the department, shall be exempt from the mandatory continuing
25 education requirement upon the filing of a statement with the department

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[~~-~~] is old law to be omitted.

LBD10831-02-5

A. 7561

2

1 declaring such status. Any licensee who returns to the practice of land-
2 scape architecture during the triennial registration period shall notify
3 the department prior to reentering the profession and shall meet such
4 mandatory education requirements as shall be prescribed by regulations
5 of the commissioner.

6 2. During each triennial registration period an applicant for regis-
7 tration shall complete a minimum of thirty-six hours of acceptable
8 continuing education, as specified in subdivision four of this section,
9 provided that a minimum of twenty-four hours of such continuing educa-
10 tion shall be in the areas of health, safety and welfare. ~~[Up to one-~~
11 ~~half of the total hours of continuing education may consist of non-~~
12 ~~course activities.]~~ Any landscape architect whose first registration
13 date following the effective date of this section occurs less than three
14 years from such effective date, but on or after January first, two thou-
15 sand seven, shall complete continuing education hours on a prorated
16 basis at the rate of one hour per month for the period beginning January
17 first, two thousand seven up to the first registration date thereafter.
18 A licensee who has not satisfied the mandatory continuing education
19 requirements shall not be issued a triennial registration certificate by
20 the department and shall not practice unless and until a conditional
21 registration certificate is issued as provided for in subdivision three
22 of this section. ~~[With the exception of continuing education hours taken~~
23 ~~during the registration period immediately preceding the effective date~~
24 ~~of this section, continuing education hours taken during one triennium~~
25 ~~may not be transferred to a subsequent triennium]~~ No more than six
26 continuing education hours taken during one triennium may be transferred
27 to a subsequent triennium.

28 3. The department, in its discretion, may issue a conditional regis-
29 tration to a licensee who fails to meet the continuing education
30 requirements established in subdivision two of this section but who
31 agrees to make up any deficiencies and complete any additional education
32 which the department may require. The fee for such a conditional regis-
33 tration shall be the same as, and in addition to, the fee for the trien-
34 nial registration. The duration of such conditional registration shall
35 be determined by the department but shall not exceed one year. Any
36 licensee who is notified of the denial of registration for failure to
37 submit evidence, satisfactory to the department, of required continuing
38 education and who practices landscape architecture without such regis-
39 tration, may be subject to disciplinary proceedings pursuant to section
40 sixty-five hundred ten of this title.

41 4. As used in subdivision two of this section, "acceptable continuing
42 education" shall mean courses of learning and educational activities
43 ~~[which]~~ in landscape architecture, architecture, engineering, interior
44 design, land surveying, and geology that may contribute to professional
45 practice in landscape architecture and which meet the standards
46 prescribed by regulations of the commissioner. Completing courses of
47 learning and educational activities that fall within the scope of prac-
48 tice of another licensed profession does not authorize a licensed land-
49 scape architect to lawfully practice a profession that they are not
50 authorized to practice as defined in section seventy-three hundred twen-
51 ty-one of this article. The department may, in its discretion and as
52 needed to contribute to the health and welfare of the public, require
53 the completion of continuing education courses in specific subjects.
54 5. Landscape architects shall maintain adequate documentation of
55 completion of acceptable continuing education and educational activities
56 and shall provide such documentation at the request of the department.

A. 7561

3

1 6. The mandatory continuing education fee shall be forty-five dollars,
2 shall be payable on or before the first day of each triennial registra-
3 tion period, and shall be paid in addition to the triennial registration
4 fee required by section seventy-three hundred twenty-four of this arti-
5 cle.

6 § 2. This act shall take effect eighteen months after it shall have
7 become a law. Effective immediately, the addition, amendment and/or
8 repeal of any rule or regulation necessary for the implementation of
9 this act on its effective date are authorized to be made and completed
10 on or before such effective date.

**NEW YORK STATE ASSEMBLY
MEMORANDUM IN SUPPORT OF LEGISLATION
submitted in accordance with Assembly Rule III, Sec 1(f)**

BILL NUMBER: A7561

SPONSOR: Lupardo

TITLE OF BILL:

An act to amend the education law, in relation to continuing education requirements for landscape architects

PURPOSE OR GENERAL IDEA OF BILL:

To update the continuing education law for landscape architects.

SUMMARY OF PROVISIONS:

Section 1 amends paragraph(b)of subdivision 1 of section 7328 of the education law to authorize the State Education Department (SED)to provide an adjustment or full exemption from continuing education for good cause.

Section 1 amends subdivision 2 of section 7328 of the education law to increase flexibility for continuing education activities. This section would also allow up to six credits to be transferred from one registration period to the next.

Section 1 amends subdivision 4 of section 7328 to allow landscape architects to take courses in architecture, engineering, interior design, land surveying, and geology, so long as the courses contribute to the practice of landscape architecture and meet the standards prescribed by the commissioner.

Section 2 effective date.

JUSTIFICATION:

This bill is necessary to modernize the section of law regulating continuing education for landscape architects licensed and registered in New York state. Mandatory continuing education for landscape architecture was signed into law as chapter 638 of 2005. Since that time, such factors as a burgeoning use of on-line educational opportunities have revolutionized the manner in which continuing education programs are offered.

This bill seeks to give landscape architects flexibility and capability to take full advantage of these opportunities. The carry-over provision is consistent with the laws in other states and laws that regulate other professions in New York. Similar updates to mandatory continuing education were recently signed into law for professional engineering, land surveying, geology (ch.260 of 2020), and architecture (ch.578 of 2021).

PRIOR LEGISLATIVE HISTORY:

New bill.

FISCAL IMPLICATIONS FOR STATE AND LOCAL GOVERNMENTS:

None.

EFFECTIVE DATE:

This act shall take effect eighteen months -after it shall have become a law. Effectively immediately, the addition, amendment and/or repeal of any rule or regulation necessary for the implementation of this act on its effective date are authorized to be made and completed on or before such effective date.

S3268 COONEY No Same as

ON FILE: 01/24/25 State Finance Law

TITLE....Relates to comprehensive delivery of infrastructure delivered between a public entity and a development entity

01/24/25 REFERRED TO PROCUREMENT AND CONTRACTS

COONEY

Add Art 9-A §§149 - 149-g, St Fin L; amd §§1676 & 1680, Pub Auth L; amd §10.00, Loc Fin L

Relates to comprehensive delivery of infrastructure delivered between a public entity and a development entity consolidating at least two or more of design, construction, finance, operations and/or maintenance work, including construction manager or construction manager at risk; authorizes a public entity to pursue certain authorized projects; provides for project funding and authorizes the public entity to accept from any source any grant, donation, gift or other form of conveyance of land, money; provides for labor and public interest protections; makes related provisions.

STATE OF NEW YORK

3268

2025-2026 Regular Sessions

IN SENATE

January 24, 2025

Introduced by Sen. COONEY -- read twice and ordered printed, and when printed to be committed to the Committee on Procurement and Contracts

AN ACT to amend the state finance law, in relation to comprehensive delivery; to amend the public authorities law, in relation to any development entity for the purposes of development or operation of an approved project for the purposes of comprehensive delivery; and to amend the local finance law, in relation to a municipality, school district or district corporation having the power to contract indebtedness for the purposes of implementing the provisions of article nine-A of the state finance law

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Legislative intent. The legislature hereby finds and
2 declares that there is a public need to accelerate delivery of energy
3 and infrastructure improvements to address critical needs of the state
4 and its political subdivisions, including: (i) achieving net zero emis-
5 sions state-wide by 2050; (ii) rapid development of affordable homes,
6 educational facilities and housing and access to high-speed broadband
7 internet; (iii) replenishment and improvement of core transportation,
8 aviation, transit and vertical infrastructure; (iv) clean water and
9 efficient sewer systems and waste technologies; (v) climate change miti-
10 gation and flood and grid resiliency; (vi) generating and enhancing
11 pro-labor jobs and attracting new talent to New York; (vii) bolstering
12 global investment and development in New York; (viii) increasing oppor-
13 tunities for small, minority-owned, women-owned and serviced disabled
14 veteran owned businesses; (ix) fully unlocking and enabling accelerated
15 access to federal funding for energy and infrastructure projects; and
16 (x) addressing the deferred maintenance crisis across New York's infras-
17 tructure. Authorizing a consolidated delivery approach that allows for
18 one or more of design, construction, finance, operations and/or mainte-
19 nance under a single contract can, where appropriate, more rapidly and

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

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1 cost effectively result in the achievement of each of the foregoing
2 objectives and unlock access to federal capital requiring such statutory
3 authorization.

4 § 2. The state finance law is amended by adding a new article 9-A to
5 read as follows:

6 ARTICLE 9-A

7 COMPREHENSIVE DELIVERY

8 Section 149. Definitions.

9 149-a. Enabling authority.

10 149-b. Procurement.

11 149-c. Project funding.

12 149-d. Labor and public interest protections.

13 149-e. Comprehensive agreements.

14 149-f. Construction.

15 149-g. Severability.

16 § 149. Definitions. As used in this article, the following terms shall
17 have the following meanings:

18 1. "Authorized project" means infrastructure delivered under an inter-
19 im agreement and/or comprehensive agreement between a public entity and
20 a development entity consolidating at least two or more of design,
21 construction, finance, operations and/or maintenance work, including
22 construction manager or construction manager at risk under this article;

23 2. "Comprehensive agreement" means an agreement between a development
24 entity and a public entity for the delivery of an authorized project,
25 including at least those required provisions under this article;

26 3. "Infrastructure" means physical structures, improvements, equipment
27 and/or facilities, including any digital infrastructure, which support a
28 public purpose or objective of a public entity;

29 4. "Interim agreement" means the interim agreement, including a pre-
30 development agreement or memorandum of understanding or other binding
31 preliminary agreement, that may be entered into between the development
32 entity and the public entity pursuant to this article;

33 5. "Development entity" means any natural person, corporation, part-
34 nership, limited liability company including a special purpose vehicle,
35 joint venture, not-for-profit corporation or other business entity;

36 6. "Public entity" means the state and any agency, department or
37 authority thereof, any county, city, town, village or school district
38 and any other political subdivision, institution of higher education,
39 agency, corporation, instrumentality or authority of, or established by,
40 any of the foregoing; and

41 7. "Revenues" means all revenues, including, but not limited to,
42 income, earnings, interest payments, user fees, lease payments, allo-
43 cations, federal, state, regional and local appropriations or the appro-
44 priations or other funds available to any public entity, bond proceeds,
45 equity investments and/or service payments arising out of or in
46 connection with supporting the development and/or operation of a author-
47 ized project, including without limitation, money received as grants or
48 otherwise from the United States of America, from any public entity, or
49 from any agency or instrumentality of the foregoing in aid of such
50 facility.

51 § 149-a. Enabling authority. Subject to subdivision four of this
52 section, where it is determined by a public entity to be in the public
53 interest to pursue an authorized project, notwithstanding any law, rule,
54 or regulation to the contrary and in lieu of any other procurement or
55 acquisition process that may apply to an authorized project, such public
56 entity is authorized to:

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1 1. establish necessary and appropriate procurement and delivery inter-
2 nal control policies, procedures, or guidelines to efficiently deliver
3 an authorized project. Such policies, procedures or guidelines must also
4 ensure open, competitive, transparent and robust selection basis of any
5 development entity for an authorized project;

6 2. enter into interim agreements, comprehensive agreements or any
7 other document or instrument that may be necessary or convenient to
8 deliver an authorized project pursuant to this article;

9 3. dedicate, make available, or convey any real, personal, tangible,
10 intangible and property interest that it has to a development entity for
11 an authorized project;

12 4. exercise governmental authorities or powers to support the delivery
13 of an authorized project; and

14 5. enable a development entity to perform under the terms of a compre-
15 hensive agreement, and subject to the limitations under this article,
16 functions normally undertaken by the government.

17 § 149-b. Procurement. 1. The public entity may hold one-on-one colla-
18 borative dialogue meetings with development entities during a procure-
19 ment for an authorized project to negotiate individually with each
20 development entity the terms of an interim and comprehensive agreement.

21 2. Any materials or data submitted to, made available to, or received
22 by the public entity, may be held confidential and not public record
23 until such time as a preferred proposer is awarded or the procurement is
24 terminated.

25 3. The public entity may receive, consider, evaluate and accept an
26 unsolicited proposal for an authorized project if the proposal addresses
27 the needs of a public entity and such public entity has published a
28 policy or procurement regulation for unsolicited proposals.

29 4. The public entity is authorized to pay, in exchange for receipt of
30 intellectual property from a proposer, a stipend to an unsuccessful
31 proposer or a proposer in a cancelled procurement for an authorized
32 project, in an amount and the terms determined appropriate by the public
33 entity.

34 5. The public entity may retain, by means of competitive negotiation
35 consultants and experts inside and outside the public sector to assist
36 in the procurement, evaluation, contracting, managing and negotiation of
37 authorized projects under this article.

38 6. The public entity may select a preferred proposer to serve as the
39 development entity for an approved project through a single or multi-
40 step procurement process on a best value basis.

41 7. For all infrastructure projects in excess of two hundred million
42 dollars (as adjusted by the consumer price index annually), all public
43 entities must conduct an assessment, which may be a value for money
44 assessment or equivalent, that quantitatively and qualitatively assesses
45 the most appropriate delivery model for such infrastructure project
46 comparing the cost, price, schedule, quality, long-term operations and
47 maintenance costs, future revenue streams to fund such infrastructure,
48 and relative benefits and challenges of design-bid-build procurement
49 methods to those authorized by this section.

50 § 149-c. Project funding. 1. Any lawful source of funding, revenue and
51 financing may be utilized by a public entity and development entity for
52 the development, maintenance and operations of an authorized project and
53 a public entity is authorized to pay a development entity a payment for
54 the availability of an authorized project, where such availability
55 payment is performance based and decreases where a development entity
56 fails to perform in accordance with a comprehensive agreement. Any

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public entity may authorize a development entity to perform any one or more of the following: setting rates, collecting revenues, enforcing collection, or retaining revenues from third parties and the general public for the use of an authorized project, all of which will be subject to limitations, constraints and parameters established by the public entity in a comprehensive agreement. The comprehensive agreement will prescribe the extent to which any such rates are subject to the public entity's oversight and approval. A public entity may compensate a development entity under an interim agreement for work performed and work product produced.

2. The public entity may accept from any source any grant, donation, gift, or other form of conveyance of land, money, other real or personal property or other valuable thing made to the public entity for carrying out the purposes of this article and may transfer such property to a development entity under a comprehensive agreement.

3. Any comprehensive agreement may be for a term deemed reasonably appropriate by a public entity to achieve the purpose of this article.

§ 149-d. Labor and public interest protections. The intent of this article is to enhance opportunities and improve wages for New York state public and private sector labor participants.

1. Notwithstanding any provision of law to the contrary, all rights or benefits, including terms and conditions of employment, and protection of civil service and collective bargaining status of all employees of existing state agencies and public authorities affected by the provisions of this article, shall be preserved and protected. Nothing in this article shall result in: the displacement of any currently employed public employee or loss of position, including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits, on an existing asset or result in the impairment of existing collective bargaining agreements with respect to existing assets; or the transfer of existing duties and functions currently performed by employees of existing state agencies or public authorities, in each case, on existing assets, affected by the provisions of this article to a development entity. Employees serving in positions in newly created titles shall be assigned to the appropriate bargaining unit. Nothing in this article shall be construed to affect:

(a) the existing rights of employees pursuant to an existing collective bargaining agreement; or

(b) the existing representational relationships among employee organizations or the bargaining relationships between the employer and an employee organization.

2. Every development entity which enters into an interim agreement or comprehensive agreement pursuant to this article shall be subject to the labor law requirements and minority and women owned business enterprise requirements for design and construction provided under the New York State Infrastructure Investment Act, as amended, for authorized projects outside of New York city and the New York City Public Works Investment Act, as amended, for authorized projects procured by the city of New York as well as the following:

(a) the provisions of article eight of the environmental conservation law;

(b) the provisions of all state and federal laws prohibiting discrimination and requiring the provision of equal employment opportunity;

(c) the provisions of article six of the public officers law post-award of an authorized project; and

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(d) any other consistent local and state law and any applicable federal law, rules and regulations which are otherwise required by law in connection with the performance of public work and the work to which the authorized project relates.

§ 149-e. Comprehensive agreements. 1. A comprehensive agreement under this section may provide, including but not limited to:

(a) planning, acquisition, financing, development, design, construction, reconstruction, replacement, financing, improvement, maintenance, life-cycle work, management, repair, leasing and/or operation of qualifying public infrastructure;

(b) payment of long-term performance-based payments and/or construction milestone payments;

(c) requirements regarding setting, collecting, retaining, sharing and enforcing user fees or rents;

(d) terms and conditions of indemnification of the development entity by the public entity;

(e) a lease, license, or conveyance of a real, personal or intangible property interests;

(f) appropriately sizing any performance and payment bonds relative to the overall security package for the approved project;

(g) the provision of insurance policies either through the development entity and/or the public entity;

(h) a security interest by the lenders in the comprehensive agreement and the right of the development entity to pledge its interests and revenues under the comprehensive agreement for the benefit of its lenders;

(i) step-in rights for the public entity upon a default of the development entity;

(j) enforcement and other policing issues, including any reimbursement by the development entity for such services;

(k) provisions allowing the development entity or the public entity to act on each other's behalf in acquiring parcels, including through condemnation, required for the approved project; and

(l) any other provision deemed reasonably necessary to serve the public purpose under this article.

2. A comprehensive agreement under this section shall provide for:

(a) appropriate and balanced risk allocation to maximize best value for the approved project;

(b) a specific plan, where applicable, to ensure proper maintenance of the qualifying public infrastructure throughout the term of the comprehensive agreement and a return of the infrastructure to the responsible public entity, if applicable, in a specified condition in the comprehensive agreement;

(c) compliance with applicable law and this article;

(d) grounds for default and termination and authorization of payment of termination compensation;

(e) a date for completion of the applicable work required to deliver the authorized project; and

(f) review and approval by the public entity of the development entity's plans and performance of the development and maintenance of the authorized project.

3. The comprehensive agreement may provide for the development and/or operation of phases or segments or multiple bundled projects under a single comprehensive agreement.

4. Notwithstanding any other provision of law, the responsible public entity may agree to or require use of arbitration or other alternative

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1 dispute resolution procedures to resolve disputes with the development
2 entity.

3 5. Development entities shall not be subject to article one hundred
4 forty-five of the education law, provided, however all professional
5 services rendered by a development entity must be performed by licensed
6 persons as required under article one hundred forty-five of the educa-
7 tion law.

8 6. While public funding can be used to support payments under a
9 comprehensive agreement, the full faith and credit of the public entity
10 shall not be pledged to secure any financing of the development entity
11 by the election to take over the qualifying public infrastructure and
12 such availability or service payments shall not be treated as debt of
13 any public entity and no financing of a development entity will be
14 considered debt of any public entity and must be non-recourse to a
15 public entity.

16 7. In the event of termination of a comprehensive or interim agree-
17 ment, the authority and duties of the development entity shall cease,
18 except for any duties and obligations that extend beyond the termination
19 as provided in the comprehensive or interim agreement, and the qualify-
20 ing public infrastructure reverts to the public entity and shall be
21 dedicated to the public entity for public use.

22 § 149-f. Construction. The provisions of this article which are incon-
23 sistent with any other provision of state law shall be deemed to super-
24 sede such provision of law, and the provisions of this article shall be
25 controlling.

26 § 149-g. Severability. If any clause, sentence, paragraph, section or
27 part of this article shall be adjudged by any court of competent juris-
28 diction to be invalid and after exhaustion of all further judicial
29 review, the judgment shall not affect, impair or invalidate the remain-
30 der thereof, but shall be confined in its operation to the clause,
31 sentence, paragraph, section or part of this article directly involved
32 in the controversy in which the judgment shall have been rendered.

33 § 3. Paragraph (b) of subdivision 2 of section 1676 of the public
34 authorities law is amended by adding a new undesignated paragraph to
35 read as follows:

36 Any development entity for the purposes of development or operation of
37 an approved project pursuant to article nine-A of the state finance law.

38 § 4. Subdivision 1 of section 1680 of the public authorities law is
39 amended by adding a new undesignated paragraph to read as follows:

40 Any development entity for the purposes of development or operation of
41 an approved project pursuant to article nine-A of the state finance law.

42 § 5. The opening paragraph of section 10.00 of the local finance law
43 is designated paragraph a and a new paragraph b is added to read as
44 follows:

45 b. A municipality, school district or district corporation shall have
46 the power to contract indebtedness for the purposes of implementing the
47 provisions of article nine-A of the state finance law.

48 § 6. This act shall take effect immediately.

**NEW YORK STATE SENATE
INTRODUCER'S MEMORANDUM IN SUPPORT
submitted in accordance with Senate Rule VI. Sec 1**

BILL NUMBER: S3268

SPONSOR: COONEY

TITLE OF BILL:

An act to amend the state finance law, in relation to comprehensive delivery; to amend the public authorities law, in relation to any development entity for the purposes of development or operation of an approved project for the purposes of comprehensive delivery; and to amend the local finance law, in relation to a municipality, school district or district corporation having the power to contract indebtedness for the purposes of implementing the provisions of article nine-A of the state finance law

PURPOSE:

By authorizing a new comprehensive delivery model for certain public works projects, New York can meet and exceed its peer states by expanding authority beyond procurement methodology authorized in the 1920s, and afford the state, public authorities, and political subdivisions additional flexibility, which is not intended to replace traditional design-bid-build, but instead serve as an additional tool to efficiently deliver public works projects for New Yorkers. This will include the authorization of best value selection, enable comprehensive agreements; unlock access to federal funding/financing, allow for revenue risk transfer, and ensure labor protections.

SUMMARY:

Section 1. States the legislative intent.

Section 2. Adds a new Article 9-A to the State Finance Law to allow for comprehensive delivery. Provisions include definitions, enabling authority, project funding, labor & public interest protections, comprehensive agreements, construction, and severability.

Section 3. Amends section 1676 of the Public Authorities Law to incorporate Article 9-A.

Section 4. Amends section 1680 of the Public Authorities Law to incorporate Article 9-A.

Section 5. Amends section 10.00 of the Local Finance Law to incorporate Article 9-A.

Section 6. Establishes the effective date.

JUSTIFICATION:

There is a public need to accelerate delivery of energy and infrastructure improvements to address critical needs of the state and its poli-

tical subdivisions, including, but not limited to: achieving the goals of the CLCPA, creating modern housing, schools, and healthcare facilities, and the replenishment and improvement of core transportation, aviation, transit and vertical infrastructure. This modern approach to contracting for public works will generate and enhance pro-labor jobs and attract new talent to New York, increase opportunities for small, minority-owned, women-owned and service disabled veteran owned businesses, and bolster global investment and development in New York. There are variations of the design-bid-build (DBB) approach as well as many other project delivery methods such as design-build and construction management at risk, as well as comprehensive delivery, which incorporate a design-build-finance-operate-maintain (DBFOM) model. There is no one project delivery method that fits every project.

Traditionally, public entities have relied on the conventional DBB project delivery method to get an asset built. The DBB approach requires three sequential project phases: design, procurement and construction. The architect designs the asset and might also perform environmental investigations, obtain permits and host public hearings. Once completed, a bid package is presented to interested contractors, who Submit bids (schedule and cost) for the work. The owner usually selects the contractor based on low bid and technical merit. Once selected, the contractor constructs the asset in accordance with the contract documents.

A DBFOM is a procurement model that is rapidly gaining attention as governments across the U.S. are facing the challenge of doing more with less, as they recognize the need to invest massively to repair and expand our infrastructure systems. A DBFOM uses an integrated approach to deliver infrastructure incorporating, design, construction, financing, operations and maintenance functions into the contract. A key value of this model when delivering public infrastructure is the risk transfer opportunity from the public sector to the private sector, as well as the long-term maintenance and operations allowing for better taxpayer value.

LEGISLATIVE HISTORY:

2023-24: S.9287

FISCAL IMPLICATIONS:

To be determined.

EFFECTIVE DATE:

This act shall take effect immediately.

**A5838 PRE-
APPROVED
CONSTRUCTION
DOCUMENTS**

A5838 Rajkumar No Same as
Executive Law
TITLE....Relates to pre-approved construction documents
02/24/25 referred to governmental operations

RAJKUMAR

Amd §381, Exec L; add §28-104.1.2, NYC Ad Cd

Requires municipalities which issue building permits to provide pre-approved construction documents at no cost for the types of residential buildings permitted to be constructed in such jurisdiction.

STATE OF NEW YORK

5838

2025-2026 Regular Sessions

IN ASSEMBLY

February 24, 2025

Introduced by M. of A. RAJKUMAR -- read once and referred to the Committee on Governmental Operations

AN ACT to amend the executive law and the administrative code of the city of New York, in relation to directing local permitting jurisdictions to provide a catalog of pre-approved construction documents for various types of residential dwellings

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

- 1 Section 1. Section 381 of the executive law is amended by adding a new
2 subdivision 2-a to read as follows:
3 2-a. The secretary shall require each local government having juris-
4 isdiction to issue building permits to provide, at no cost, pre-approved
5 construction documents in the format and quantity for each type of
6 dwelling permitted to be constructed in such jurisdiction, including
7 single family dwellings, two-to-four family dwellings, multiple dwell-
8 ings and mixed-use structures which contain residential dwellings. Each
9 such local government which issues building permits shall have on file
10 and provide construction documents for dwellings of every size, categor-
11 ized by number of bedrooms and number of floors, which are permitted to
12 be constructed in the jurisdiction of the local government and which
13 have been approved by such issuing authority. Such construction docu-
14 ments shall be sufficient for the issuance of a building permit without
15 further alteration of such documents. Provided, however, that such local
16 government, at its discretion, is not required to provide such
17 construction documents for lots, plots, blocks or sites that do not
18 have a de minimis elevation grade or are in a flood hazard area. Nothing
19 in this section shall imply that more than one authority having juris-
20 isdiction cannot provide the same or similar documents.
21 § 2. The administrative code of the city of New York is amended by
22 adding a new section 28-104.1.2 to read as follows:

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

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1 § 28-104.1.2 Pre-approved construction documents. The department
2 shall provide, at no cost, pre-approved construction documents in the
3 format and quantity for each type of dwelling permitted to be
4 constructed in the city, including single family dwellings, two-to-four
5 family dwellings, multiple dwellings and mixed-use structures which
6 contain residential dwellings. The department shall have on file and
7 provide construction documents for dwellings of every size, categorized
8 by number of bedrooms and number of floors, which are permitted to be
9 constructed in the city which have been approved by the department. Such
10 construction documents shall be sufficient for the issuance of a build-
11 ing permit without further alteration of such documents. For multiple
12 dwellings in excess of one floor, the department may provide
13 construction documents containing the same design for each floor and the
14 maximum number of floors for the height it is zoned for. Provided,
15 however, that the department, at its discretion, is not required to
16 provide such documents for any lot that does not have a de minimis
17 elevation grade or is in a flood hazard area.

18 § 3. This act shall take effect one year after it shall have become a
19 law. Effective immediately, the addition, amendment and/or repeal of
20 any rule or regulation necessary for the implementation of this act on
21 its effective date are authorized to be made and completed on or before
22 such effective date.

**NEW YORK STATE ASSEMBLY
MEMORANDUM IN SUPPORT OF LEGISLATION
submitted in accordance with Assembly Rule III, Sec 1(f)**

BILL NUMBER: A5838

SPONSOR: Rajkumar

TITLE OF BILL:

An act to amend the executive law and the administrative code of the city of New York, in relation to directing local permitting jurisdictions to provide a catalog of pre-approved construction documents for various types of residential dwellings

PURPOSE OR GENERAL IDEA OF BILL:

To lower cost of housing production by offering pre-approved designs.

SUMMARY OF PROVISIONS:

Section 1. Amends Section 381 of the executive law by adding a new subdivision 2-a requiring each municipality to offer pre-approved housing designs.

Section 2. Amends administrative code of the city of New York by adding a new section 28-104.1.2 with a similar provision.

Section 3. Effective date.

DIFFERENCE BETWEEN ORIGINAL AND AMENDED VERSION (IF APPLICABLE):

JUSTIFICATION:

In an era of rising prices and housing shortages, municipalities must implement every policy available to expedite housing production and reduce costs. This has prompted a revival of the "catalog home," wherein retail stores offered existing housing designs that could be built upon request. Offering designs pre-approved for construction can shave time off project completion times while saving the cost of commissioning a designer to make construction documents, which can cost in the tens of thousands. This bill will require all jurisdictions to offer free pre-approved designs, expediting housing production while saving money.

PRIOR LEGISLATIVE HISTORY:

New bill.

FISCAL IMPLICATIONS FOR STATE AND LOCAL GOVERNMENTS:

None to the state.

EFFECTIVE DATE:

This act shall take effect one year after it shall have become a law. Effective immediately, the addition, amendment and/or repeal of any rule or regulation necessary for the implementation of this act on its effective date are authorized to be made and completed on or before such effective date.

THE UNIVERSITY OF THE STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT

OLD BUSINESS

**EDUCATION/
EXPERIENCE
REVIEW**

To: Architecture Board Members
From: Robert Lopez
Subject: Education/Experience Review in Architecture
In reply to:

Date: May 1, 2025

Following the February 2025 meeting of the State Board and the previous work of the Ad Hoc Committee on Education and Experience (Chair Dosso, Vice Chair Bentel, and Member Canaras) over the last year, the recommended changes to the education and experience requirements for licensure as an architect were sent to SED leadership for review. After said review, I am happy to report that the recommendations were accepted by the Department.

Immediately following this memo are the actual changes to the OP website that encompass the State Board's recommendations that were approved by the Department.

A summary of the changes related to education and experience to become an architect are noted below:

- Allowing a 50/50 split in Category I (diversified practice of architecture) and Category J (experience related to architecture) as noted in the proposal (except the "all-experience" pathway, as noted below) to offer licensure candidates increased flexibility and recognize the current and varied nature of design practice.
- Maintain professional degrees in architecture that are NAAB accredited (Category A) at the current maximum of 9 units of education award
- Maintain first professional degrees from a program that is not NAAB-accredited (Category B) at the current maximum of 8 units of education award. The determination of this award is made by New York's Bureau of Comparative Education, as Category B is typically reserved for candidates with international education.
- Permit four-year pre-professional degrees in architecture (Category C) to be awarded 8 units of education credit, maximum, up from the current 7 units of credit
- Permit four-year architecturally related degrees (Category D) to be awarded 6 units of education credit, maximum, up from the current 5 units of credit
- Maintain degrees in subjects unrelated to architecture (Category G) at the current maximum of 2 units of education award
- Permit two-year degrees in architecturally related technical programs (Category H) to be awarded 4 units of education credit, maximum, up from the current 2 units of credit

The State Board's recommendation to reduce the amount of experience required for all-experience pathway candidates without any college education from 12 years to 10 years requires a change in the NYS Education Law. For those pursuing the all-experience pathway, the Board recommended that such licensure candidates have 7 years of experience in Category I, minimum and 3 years of experience in Category J, maximum.

This memo is for the Board's information.

The New York State Education Department (“SED”) Office of the Professions (“OP”) is alerting everyone to a vishing scam that has been brought to our attention. Phishing—or “vishing”—scams impersonate SED employees or websites attempting to collect licensure and personal information from the licensee. **If you receive an inquiry which you believe to be suspicious do not provide any information. To verify if the inquiry was from OP, contact us directly.** You may report any suspicious communication received to the Federal Trade Commission.



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Pathways to Licensure as an Architect in New York

Education Requirements for Initial Licensure or Licensure via the NCARB Certificate

Eligibility for initial licensure or licensure via the NCARB Certificate is based on a combination of education and experience for which units of credit are awarded. The credit awarded for education determines the required number of units (years) of experience, where one unit of experience is equal to one year. An applicant’s combination of education and experience must total at least 12 units, as determined by the State Education Department (the Department). A professional degree from an NAAB-accredited program is **NOT** required for licensure in New York.

Units assigned to each educational category below are the maximum which the Department may grant. After evaluating the degree or courses successfully completed, the Department may grant fewer units. Except for Category E, credit in the different categories may not be combined; the highest professional education level attained determines the credit. Category E may be combined with educational categories below if determined applicable by the Department.

Category A:

First professional degree from a program accredited by the National Architectural Accrediting Board (NAAB)
Maximum credit granted: **9 units**

Category B:

First professional degree from a program not NAAB-accredited
Maximum credit granted: **8 units**

Category C:

Partial completion of an NAAB-accredited program: **2 units** of credit for each year completed (up to a maximum of 7 credits)

A four-year pre-professional degree in architecture (**note:** not all programs qualify; the program must exist within a School of Architecture/Design that has an NAAB-accredited program and must meet certain criteria as determined by the Department) or the foreign equivalent
Maximum credits granted: ~~7 units~~ **8 units**

If full curriculum of an NAAB-accredited program was completed but no degree was granted, a maximum of **8 units** may be allowed.

Note: In this and following categories, "one year" means the equivalent of one academic year's full-time attendance.

Category D:

A degree or postsecondary coursework in an architecturally related profession
Maximum credit granted: ~~5 units~~ **6 units**

Category E:

Master's degree in architecturally related studies depending on the category of the first degree
Maximum Credit Granted: **1 unit**

Category F:

Not Used

Category G:

A degree or postsecondary coursework in a subject unrelated to architecture
Maximum credit granted: **2 units**

Category H:

A degree or postsecondary coursework in an architecturally related technical program
Maximum credit granted: ~~2 units~~ **4 units**

Foreign Education Only

New York performs its own evaluation of foreign-educated candidates through its Bureau of Comparative Education. New York does not require, nor does it accept, an EESA Evaluation or any outside evaluations of foreign education. All foreign-educated candidates are encouraged to begin the process of education review with our Bureau of Comparative Education as soon as

possible.

To review an applicant’s foreign education, the candidate must:

- Submit [Form 1 - Application for Licensure](#)
- Pay the licensure and first registration fee of \$377.00
- Send [Form 2 - Certification of Professional Education](#) to your foreign university to complete and send back to the Department with all required documentation. One of our Bureau of Comparative Education evaluators will assign a value for the education.

Applicants with questions regarding the foreign education review process may contact the Bureau of Comparative Education at: COMPED@nysed.gov

[Experience Requirements for Initial Licensure or Licensure via the NCARB Certificate](#)

[Examination Requirements](#)

The New York State Education Department (“SED”) Office of the Professions (“OP”) is alerting everyone to a vishing scam that has been brought to our attention. Phishing—or “vishing”—scams impersonate SED employees or websites attempting to collect licensure and personal information from the licensee. **If you receive an inquiry which you believe to be suspicious do not provide any information. To verify if the inquiry was from OP, contact us directly.** You may report any suspicious communication received to the Federal Trade Commission.



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Pathways to Licensure as an Architect in New York

Education Requirements for Initial Licensure or Licensure via the NCARB Certificate

Experience Requirements for Initial Licensure or Licensure via the NCARB Certificate

New York has certain experience requirements that differ from NCARB’s requirements. It is your responsibility to read and understand New York's experience requirements.

All experience must be appropriately documented and verified. For applicants seeking initial licensure, documentation of completion of the Architectural Experience Program® (AXP®), or its predecessor, the Intern Development Program (IDP), is required. For applicants seeking licensure via the NCARB Certificate, documentation of completion of the Architectural Experience Program® (AXP®), or its predecessor, the Intern Development Program (IDP), is required if the applicant was initially licensed on or after September 1, 1999. Applicants must also meet all of New York’s experience requirements.

All experience earned must be at least one month in duration, and one year of architectural work experience is defined as an aggregate total of 12 calendar months of full-time employment. Full-time employment is defined as at least 35 hours of experience earned per week. Any portion of the experience requirement may be completed during periods of time that are not concurrent with full-time attendance at an institution of higher education. The Board may award prorated credit for part-time work, provided it meets New York’s experience requirements.

All experience must be of a scope and nature satisfactory to the State Board for Architecture (State Board), and all experience must be lawful in nature for the experience to count towards New York’s requirements. Generally, if experience was obtained at a company that the State Board deems not to be lawful in nature, the experience will not be awarded any credit towards New York’s licensure requirements, even if NCARB accepts it towards completion of the AXP® requirements. The State Board determines the amount of credit to be awarded. Work experience need not necessarily occur in New York for it to be considered towards the experience requirement.

Please Note: Experience obtained in any work setting as a consultant or contract worker to an architecture firm, or work at your own “design or drafting firm” is generally not given any credit towards the experience requirement for licensure in New York.

New York splits work experience into two categories (Category I or Category J) as noted below:

Category I:

One unit of credit for each year of diversified experience in appropriate architectural work under the direct supervision of a **lawfully** practicing architect may be awarded by the State Board.

Maximum credit granted: **12 units**

If an applicant’s experience to be considered in Category I was obtained at an architectural firm located in New York or for an out-of-state entity offering architectural services in New York, please be advised that only certain entities that have current filings may lawfully offer architectural services in New York. These include:

- Sole proprietorship, where the sole proprietor is a registered architect in New York
- Professional partnership, where all Partners are registered architects in New York
- Professional Service Corporation (PC)
- Design Professional Service Corporation (DPC)
- Professional Service Limited Liability Company (PLLC)
- Registered Limited Liability Partnership (LLP)
- Grandfathered Corporation

With few exceptions, these are the only entities authorized to provide, or offer to provide, architectural services in New York. General Business Corporations, Limited Liability Companies, Professional Associations (PA), and Limited Companies (LTD) are not permitted to offer architectural services in New York. Please see [this document](#) for more detail on permissible corporate entities.

Notes:

- For applicants in Category A, a total of at least eight years of education and experience is required in order to obtain 12 units of credit.
- Applicants in Categories A through H (except Category E and the "all-experience pathway") must have at least one-half of their verified experience in Category I.
- Applicants with no college degree who pursue the "all-experience" pathway must have at least 7 years of their verified experience in Category I and must have at least 12 years of acceptable and verified experience.

- ~~Applicants in Categories D, G, and H must document the majority of their experience in Category I.~~

Category J:

One unit of credit for each year of lawful experience in appropriate work related to architecture may be awarded by the State Board.

Maximum credit granted: **0 - 5 units**, depending upon the education credit award

This may include work in the following areas:

- a professional engineer’s office
- a government agency related to architectural practice
- a construction manager or contractor's office (or field)
- a related design discipline, such as landscape architecture, interior design
- teaching required courses in an NAAB-accredited architectural program (credit is based on the proportion of a full teaching load). Supplementary documentation is required for teaching.
- conducting or participating in structured research on architectural problems, culminating in a report, subject to Board approval. Supplementary documentation is required for structured research.

In determining credit for experience gained in Category J, the quality and nature of experience must be appropriately related to that gained in an architectural office engaged in diversified practice and **any experience gained must be lawful.**


Examination Requirements

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MEMORANDUM

To: Regional Directors, Public Director, and MBE Director
From: Michael J. Armstrong, CEO 
Date: March 26, 2025
Subject: April 2025 Board of Directors Meeting

The FY25 NCARB Board of Directors will hold a three-day meeting on April 10-12 in Washington, District of Columbia.

We are providing this summary of topics that will be discussed by the Board, along with brief descriptions regarding content and context to provide greater transparency and encourage collaboration between Board representatives and their constituencies.

Generative & Strategic Discussions

- NAAB Board of Directors Nominations. Consent Agenda (Action): The Board of Directors will review President Van Tine's proposed nominees of NCARB candidates to serve on the NAAB Board of Directors, filling the remainder of Tian Feng's term through December 2025 and then for a full three-year term, given Tian's nomination for Region 6 Director on the FY26 NCARB Board.
- Next Steps on Thought Leadership. The Board will continue its discussion around defining thought leadership as a factor NCARB's ongoing strategic planning.
- Nonprofit Landscape: Pulse Check. This session will provide the Board with an overview of potential challenges, emerging risks, and current trends within the nonprofit sector that NCARB has identified for ongoing oversight and monitoring.

External Engagements

- Engagement Session – ICC. The Board of Directors will engage with leadership from the International Code Council (ICC) to better understand each organization's respective strategic direction and explore additional collaboration opportunities.

Program and Service Excellence

- Professional Conduct Committee Sanction Recommendation. Consent Agenda (Action): The Professional Conduct Committee (PCC) submitted a recommendation for a sanction to be assigned to an NCARB Certificate holder for approval by the Board.
- Pathways to Practice: Update. Following several rounds of feedback from NCARB member board members, and other stakeholders, the Licensure Process R&D Task Force

has completed updates to the licensure process concept. This concept, along with additional findings, will be presented to the Board for consideration and discussion.

- Pathways to Practice: Communications Refresh. The Board will review data from the communication workshops held with membership at the Regional Summit and have the opportunity to share personal insights into the membership's perspectives on the evolution of NCARB's licensure model.
- IPAL Program Updates. The Board will hear proposed changes to the programmatic framework for the Integrated Path for Architectural Licensure (IPAL) education option, and potentially adopt modifications for implementation. The proposed changes have been developed in consultation with the Education Committee, existing IPAL faculty advisors, and NCARB staff. These changes reflect an expansion of the IPAL option, including addressing current program requirements that have been shown to be unrealistic regarding earning the IPAL Graduate designation and proposing a modification of the exam eligibility policy that has been shown to negatively impact recent graduates from IPAL programs.
- Committee Reports. The Board will receive an update on the ongoing progress of each FY25 Committee and its respective charges in a written report. In addition, Chairs of the Leadership Roundtable, Futures Collaborative, and Education Committee will provide updates on their respective committee's work in brief Zoom engagements with the Board.

Fiduciary Responsibilities

- Policy Review. Consent Agenda **(Action): Board** Policies are reviewed by the Board on a rolling three-year cycle. At this Board meeting, the Board will review the President/1 VP Allowance Policy and the NCARB Board Policy on Behavior.
- Resolutions. **(Action):** The Board will decide which resolutions to present to the membership at the June 2025 Annual Business Meeting, including any potential revisions to the drafts issued to the member boards earlier this year. The Board will also vote on whether or not the Board supports each resolution. Final draft resolutions will be shared with the membership in late April / early May.
- Funding Request. **(Action):** As part of its budget review process, Board of Directors will act on supplemental employee benefit proposals that were provisionally adopted last June.
- Financial Update. Treasurer/Secretary Sylvia Kwan and CEO Armstrong will provide updates on the current financial state of the Council's funds and performance of the FY25 budget.
- FY26 Budget. CEO Armstrong will present a draft of the FY26 NCARB budget for initial comment to guide final review and adoption by the new FY26 Board following the Annual Business Meeting. This presentation follows a briefing provided to Incoming President Marley, current Secretary/Treasurer Kwan, and the three Secretary/Treasurer candidates earlier in March. Potential incoming FY26 Board members will receive a briefing on the draft budget in May. Returning and potential incoming Board members will be given the opportunity

for further discussion and feedback via budget deep dive webinars in May, with another in-person comment session at the pre-ABM Board meeting, including nominees/candidates, in June. The final version will be adopted by the newly elected FY26 Board following the June Annual Business Meeting.

- FY26 Election Procedures. Vice President Josh Batkin will walk the Board through the elections procedures the Credential Committee will oversee at the Annual Business Meeting.

Informational items:

- Regional Summit Debrief. President Van Tine will facilitate a debrief with the Board regarding the Regional Summit.
- Annual Business Meeting Preview. The Board will review the agenda and activities planned for the 2025 Annual Business Meeting.
- President's Report. President Van Tine will update the Board on his activities since the January 2025 Board of Directors meeting.
- CEO Update. CEO Armstrong will solicit feedback from his view-ahead video report on staff activity since the February 2025 Board of Directors Call. President-elect Marley and Armstrong will update the Board on the ongoing progress of the NCARB Leadership Institute program.

cc: NCARB Executive Committee

Message from the President

April 2025

Dear Member Board Members,

In April, the FY25 Board of Directors gathered at NCARB's office in Washington, DC, for our quarterly Board meeting. This was the first time the full Board of Directors has gathered at NCARB's current office space, providing opportunities for your volunteer leaders to engage with NCARB staff, who would not normally attend a Board of Directors meeting.

During our three-day meeting, the Board engaged on a variety of topics—including updates related to NCARB's Pathways to Practice initiative, collaboration with the International Code Council, and finalization of resolutions to be voted on as part of this year's Annual Business Meeting agenda.

Although the fiscal year is winding down, I hope your engagement is ramping up. In June, our membership will gather in Scottsdale, Arizona, for our Annual Business Meeting. As we prepare to elect new leadership and vote on several key resolutions, your feedback and insights are more important than ever. In addition to the discussion at the Annual Business Meeting, you'll have several opportunities to ask questions and share comments regarding this year's resolutions—we'll be holding two virtual resolution forums later this spring, and more information about those webinars will be shared with this year's final resolutions.

I encourage you to engage with your Board of Directors throughout the rest of this fiscal year—it's an honor to serve our members, and we look forward to hearing from you!

Best wishes,



Kenneth R. Van Tine, AIA, NCARB, LEED AP
FY25 President



NCARB's leadership convened for the April Board of Directors meeting at NCARB's office in Washington, DC.

BODbrief

April 2025

This publication is designed to provide updates on the actions and discussions of the NCARB Board of Directors following meetings. Please remember that the information provided here may be confidential and will be indicated as such when necessary.

Executive Summary

President Kenneth R. Van Tine convened the FY25 NCARB Board of Directors at NCARB's office in Washington, DC, on April 10-12, 2025. President Van Tine led the Board through a full agenda, which included a discussion on the five draft resolutions to be presented for membership consideration at the June Annual Business Meeting and an update on the organization's ongoing Pathways to Practice effort.

The Board engaged with leadership from the International Code Council (ICC), heard reports from several FY25 committee chairs, and explored opportunities to advance NCARB's position as a thought leader in the architectural and regulatory communities. In addition, the Board reviewed a draft of the FY26 budget and reviewed current legislative trends that may impact NCARB in the future.

The Board also heard reports from President Van Tine and CEO Michael Armstrong regarding recent activities since the January meeting and previewed the upcoming agenda for the Annual Business Meeting, which will be held June 19-21 in Scottsdale, Arizona.

NCARB Policies

The Board began the meeting by continuing its effort to regularly review Board policies and update them as necessary to ensure they align with current best practices. During the April meeting, the Board reviewed policies related to the allowance for the president and vice president. In addition, the Board reviewed potential nominations for candidates to serve on the National Architectural Accrediting Board (NAAB) Board of Directors and reviewed a recommended sanction for an NCARB Certificate holder from the Professional Conduct Committee (PCC).

Thought Leadership

NCARB's CEO Michael Armstrong and Chief Operating Officer Alison Teitelbaum facilitated a session on positioning NCARB as a thought leader within the regulatory community, following up on a discussion from the January Board of Directors meeting. During the April meeting, the Board reviewed several examples of organizations from other professions acting as thought leaders and explored where and how NCARB could demonstrate greater thought leadership in new ways.

Understanding the Nonprofit Landscape

Next, CEO Armstrong led the Board through a discussion regarding how recent and potential federal executive orders and/or legislation could impact NCARB's ongoing efforts. This included a review of the current status of 501(c) organizations, as well as the tax and budgetary implications of potential changes to NCARB's status as a 501(c)(6) organization. NCARB is keeping a close eye on trends related to tax exemption and is working with our legal and tax experts to ensure we continue to align with any evolving regulations.

Pathways to Practice

Chief Programs Officer Jared Zurn provided the Board with an update on the ongoing Pathways to Practice effort. During the session, the Board reviewed an updated potential licensure framework from the Licensure Process Research & Development Task Force, which has been refined based on feedback from NCARB's membership. The Board explored what a potential "minimum viable product for launch" might look like in the Pathways to Practice space, understanding that NCARB may continue to develop new licensure programs and continue to work with jurisdictions to navigate the regulatory landscape for years after an initial launch. CPO Zurn also provided the Board with an update on staff research related to potential vendors, costs, and viability of the future licensure options being considered. An update will be provided to the membership at the upcoming Annual Business Meeting.

In addition, Vice President, Marketing & Communications Andy McIntyre shared highlights from the "Pathways to Practice: Language That Works" focus groups held with membership during the Regional Summit. These focus groups explored member sentiment and preferences regarding specific terminology that could be used for future Pathways to Practice communications.

The Board discussed their own preferences regarding terminology, their thoughts on the Regional Summit focus group outcomes, and opportunities to provide members with more support and clarity regarding potential future licensure paths. The Board then reviewed other outcomes and feedback on the Member Board Executives (MBE) Workshop and Regional Summit, which was held in Philadelphia, Pennsylvania, from February 27 – March 1.

Building Impact Report

The Board explored highlights from [RAND's newly released report](#) on the relationship between architectural academia and practice. The *Building Impact* report, which follows up on the 1996 *Building Community* report (also known as the "Boyer Report"), identifies several key findings related to the affordability, accessibility, and applicability of architectural education and its interface with practice. NCARB and the American Institute of Architects (AIA) jointly commissioned the report, with logistical support from the Association of Collegiate Schools of Architecture (ACSA).

The Board discussed findings from the study that support NCARB's Pathways to Practice efforts and explored how the report might further inform NCARB's engagements in the realm of education.

Engagement With the International Code Council

On Thursday afternoon, the Board met with leadership from the International Code Council (ICC), the organization responsible for developing building code standards that are used worldwide. During this engagement, each organization provided an overview of its strategic direction. Then, NCARB and ICC explored potential opportunities to collaborate further in the future, including ways to strengthen architects' engagement with code adoption and the code development process. The organizations also discussed opportunities to develop code-related continuing education content for architects, as well as opportunities to address unlicensed practice.

Resolutions

On Friday morning, the Board participated in a training session on how to foster safe spaces within the volunteer community, before diving into FY25 resolutions. Secretary/Treasurer Sylvia Kwan led the Board through a review of five draft 2025 resolutions. The Board voted to move all five draft resolutions forward for membership consideration.

Resolution 2025-01: 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 the Canadian Architectural Licensing Authorities (CALA), now 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.

- The Board supports this resolution 15-0.

Resolution 2025-02: 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.

- The Board supports this resolution 15-0.

Resolution 2025-03: 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.

- The Board supports this resolution 15-0.

Resolution 2025-04: 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.

- The Board supports this resolution 15-0.

Resolution 2025-05: 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.

- The Board supports this resolution 15-0.

The final resolutions will be released to membership in late April or early May.

IPAL Program Updates

The Board also reviewed several proposed updates to the Integrated Path to Architectural Licensure (IPAL) initiative. These updates would ensure the program is accessible to a wider pool of students by addressing common impediments faced by students participating in their school’s IPAL option. The Board approved the proposed updates, which will be announced later this spring.

FY25 Annual Business Meeting

The Board received a preview of the FY25 Annual Business Meeting, occurring in Scottsdale, Arizona, from June 19-21. CEO Armstrong walked the Board through the event agenda. This included a detailed overview of the plenary sessions and workshop tracks. This year, there will be a choice of four main workshops, provided over three sessions on Friday and Saturday. Special interest group sessions will also be available for public members and FY26 committee chairs. Plenary sessions will be live-streamed through Zoom for virtual attendees to observe.

The Board also conducted an in-depth review of election procedures in preparation for the elections that will occur on Saturday, June 21, during the Annual Business Meeting.

Committee Reports

This fiscal year, the Board has engaged with several committee chairs at each Board meeting in order to better understand committees’ progress on their charges and any issues that require broader leadership awareness. During the April meeting, the Board engaged with the chairs of the DEI Committee, MBE Committee, Education Committee, Leadership Round Table, and Futures Collaborative. Each committee chair gave a brief update on their efforts so far this fiscal year, after which the Board posed any follow-up questions or comments.

Fiduciary Responsibilities

On Saturday, Secretary/Treasurer Kwan provided updates on the current financial state of the Council's funds and financial performance relative to the FY25 budget. CEO Armstrong then led the Board through a review of the draft FY26 budget and gathered Board feedback. The draft budget aims to balance income and expenditures, recognizing inflationary cost increases impacting the Council's resources. The final FY26 budget will be adopted by the newly elected FY26 Board of Directors following the June Annual Business Meeting.

Leadership Reports

President Van Tine provided the Board with an update on his activities since January, including a recap of engagements at the Member Board Executives Workshop and Regional Summit. President Van Tine also provided updates from his engagements with leadership from the Interorganizational Council on Regulation (ICOR) and the Licensure Advisory Forum, as well as key takeaways from his engagements with students at the seven Historically Black Colleges and Universities (HBCUs) that offer NAAB-accredited architecture programs.

CEO Armstrong also fielded questions on topics contained in his view-ahead CEO Update video, including recent exam updates, an ongoing webinar series in collaboration with the American Institute of Architecture Students (AIAS), and an update on the NCARB Leadership Institute.

MEMORANDUM

TO: NCARB Member Boards

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

DATE: April 23, 2025

RE: Resolutions to Be Acted Upon at the 2025 Annual Business Meeting

During its April meeting, the NCARB Board of Directors voted to move forward five resolutions for Member Board consideration at the 2025 Annual Business Meeting. The five resolutions are:

- A new Mutual Recognition Agreement (MRA) to replace the existing MRA between NCARB and our counterparts in Canada (Resolution 2025-01)
- A new MRA between NCARB and our counterparts in Costa Rica (Resolution 2025-02)
- A new MRA between NCARB and our counterparts in South Africa (Resolution 2025-03)
- A housekeeping update to *the NCARB Certification Guidelines* to replace the word “foreign” with the word “international” (Resolution 2025-04)
- An adjustment to the eligibility requirements for the Education Alternative in the *NCARB Certification Guidelines* (Resolution 2025-05)

Overview of 2025 Annual Business Meeting Resolutions

Here are overviews of the five resolutions on the 2025 Annual Business Meeting agenda.

Resolution 2025-01: Mutual Recognition Agreement With the Regulatory Organizations of Architecture in Canada (ROAC)

This resolution would replace the existing MRA between NCARB and our counterparts in Canada. The new MRA would eliminate post-licensure experience requirements as a qualification, remove citizenship and “principal place of practice” requirements, and allow acceptance of pathways outside of the standard path to NCARB certification. There have been minor edits to this MRA based on the advice of legal counsel since the draft resolution was released, none of which changed the eligibility requirements or the main updates to the agreement outlined in the draft resolution.

The Board of Directors supported this resolution 15-0. This resolution requires an absolute majority of Member Boards at the Annual Business Meeting to pass, which is 28 votes.

Resolution 2025-02: Mutual Recognition Agreement With the Colegio de Arquitectos de Costa Rica/Colegio Federado do Ingenieros y Arquitectos de Costa Rica (CACR/CFIA)

This resolution would ratify a new MRA between NCARB and our counterparts in Costa Rica. 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.

The Board of Directors supported this resolution 15-0. This resolution requires an absolute majority of Member Boards at the Annual Business Meeting to pass, which is 28 votes.

Resolution 2025-03: Mutual Recognition Agreement With the South African Council for the Architectural Profession (SACAP)

This resolution would ratify a new MRA between NCARB and our counterparts in South Africa. 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.

The Board of Directors supported this resolution 15-0. This resolution requires an absolute majority of Member Boards at the Annual Business Meeting to pass, which is 28 votes.

Resolution 2025-04: NCARB Certification Guidelines Amendment – International Terminology

This resolution is 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. Minor updates have been made to this resolution for clarity.

The Board of Directors supported this resolution 15-0. This resolution requires an absolute majority of Member Boards at the Annual Business Meeting to pass, which is 28 votes.

Resolution 2025-05: 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. Minor updates have been made to this resolution for clarity.

The Board of Directors supported this resolution 15-0. This resolution requires an absolute majority of Member Boards at the Annual Business Meeting to pass, which is 28 votes.

Next Steps

NCARB will be hosting two calls before the Annual Business Meeting to discuss the resolutions and answer any questions. The dates for these calls are:

- Thursday, May 22, 2025, 3 p.m. ET | [Register](#)
- Thursday, May 29, 2025, 3 p.m. ET | [Register](#)

Additional reference documents are included in this packet to provide guidance for boards and voting delegates:

- 2025 NCARB Resolution Feedback
- Guide to Proposing Amendments to Resolutions

If you have questions about any of the resolutions, please contact secretary@ncarb.org.

Enc: Resolutions to Be Acted Upon at the 2025 Annual Business Meeting
2025 NCARB Resolution Feedback
Guide to Proposing Amendments to Resolutions

Resolutions to be Acted Upon

2025 NCARB Annual Business Meeting

This packet includes an overview of this year's resolutions, the resolution language with statements of support, and additional supporting documents in appendices as needed.



National Council of Architectural Registration Boards

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Resolutions to be Acted Upon

2025 NCARB Annual Business Meeting

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FY25 RESOLUTIONS OVERVIEW

During its April meeting, the Board of Directors decided to move the following resolutions forward for membership vote at the June Annual Business Meeting. There will be two webinars prior to ABM to ask questions to the resolution advocates:

- - **May 22, 3 p.m. ET:** Resolution Forum #1 | [Register](#)
- - **May 29, 3 p.m. ET:** Resolution Forum #2 | [Register](#)

This packet includes five resolutions (plus related supporting documentation as appropriate).

Resolution 2025-01: 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 the Canadian Architectural Licensing Authorities (CALA), now 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 proposed amended MRA, and Appendix B includes a markup of changes to the existing MRA.

Strategic Plan Objective:  Program and Service Excellence

Resolution 2025-02: 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 2025-03: 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 2025-04: 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 2025-05: 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 2025-01

This resolution is supported by the NCARB Board of Directors 15-0.

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 (IQEW), composed of volunteer subject-matter experts, has thoroughly assessed the competencies required for licensure set by the 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 (MRA) between NCARB, representing the 55 architectural licensing boards of the United States, and the ROAC 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 MRA will become effective no earlier than 60 calendar days after the execution of the MRA.

FINANCIAL IMPACT:

- No financial impact.

**SPONSORS' STATEMENT OF SUPPORT:**

The proposed *revised* Mutual Recognition Agreement (MRA) between NCARB and the ROAC expands opportunities for U.S. and Canadian architects, enabling a broader pool of qualified architects to establish professional connections, seek work, and perform services as a licensed architect in the other country. This *revised* 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, and as well as any prior agreements with any predecessor organizations such as CALA.

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 of this proposed revised MRA, participating Member Boards may grant licensure to Canadian architects who have been issued an NCARB Certificate through this MRA and who meet 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 MRA. 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 CALA), which was last 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 the NCARB-ROAC MRA are based on the alignment of competency requirements for licensure established by the relevant regulatory entities in each country. NCARB's 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 United States.

The comparative evaluation assessed alignment between:

- A. Requirements for licensure as an architect in the United States
 - *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 MRA 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 existing 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, FAIA, 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 \(Strikethrough Version\)](#)



Strategic Plan Objective:  Program and Service Excellence

RESOLUTION 2025-02

This resolution is supported by the NCARB Board of Directors 15-0.

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 (IQEW) composed of volunteer subject-matter experts has thoroughly assessed the competencies required for registration set by 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 (MRA) between NCARB, representing the 55 architectural registration boards of the United States, and CACR/CFIA, 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 MRA will become effective no earlier than 60 calendar days after the execution of the MRA.

FINANCIAL IMPACT:

- No financial impact.

SPONSORS' STATEMENT OF SUPPORT:

The proposed MRA between NCARB and 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 country.
- 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 of this proposed MRA, all participating Member Boards may grant licensure to Costa Rican architects who have been issued an NCARB Certificate through this MRA and who meet 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 MRA. 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), which was last 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 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 United States.

The comparative evaluation assessed alignment between:

- Requirements for licensure as an architect in the United States
 - 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 existing 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 MRA. Rather than dissecting individual components, the MRA 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, NCARB, Oklahoma Member Board Member
- Mike Kolejka, AIA, NCARB, LEED AP, Arizona Member Board Member
- Mary McClenaghan, AIA, NCARB, Pennsylvania Member Board Member
- Cathy Morrison, FAIA, NCARB, LEED AP BD+C, NOMA, 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 \(CACR\)](#)



Strategic Plan Objective:  Program and Service Excellence

RESOLUTION 2025-03

This resolution is supported by the NCARB Board of Directors 15-0.

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 (IQEW), composed of volunteer subject-matter experts, has thoroughly assessed the competencies required for registration set by 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 (MRA) between NCARB, representing the 55 architectural registration boards of the United States, and SACAP, 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 MRA will become effective no earlier than 60 calendar days after the execution of the MRA.

FINANCIAL IMPACT:

- No financial impact.

SPONSORS' STATEMENT OF SUPPORT:

The proposed MRA between NCARB and 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 country.
- 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 of the proposed MRA, participating Member Boards may grant licensure to South African professional architects who have been issued an NCARB Certificate through this MRA and who meet 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 MRA. 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 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 United States.

The comparative evaluation assessed alignment between:

- A. Requirements for licensure as an architect in the United States
 - 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 (No. 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 MRA, which is consistent with NCARB's existing 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 MRA 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, NCARB, Oklahoma Member Board Member
- Mike Kolejka, AIA, NCARB, LEED AP, Arizona Member Board Member
- Mary McClenaghan, AIA, NCARB, Pennsylvania Member Board Member
- Cathy Morrison, FAIA, NCARB, LEED AP BD+C, NOMA, 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](#)



Strategic Plan Objective:  Program and Service Excellence

RESOLUTION 2025-04

This resolution is supported by the NCARB Board of Directors 15-0.

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 to obtaining an NCARB Certificate within the *NCARB Certification Guidelines* and recommending updates to increase access to this credential; 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 Requirements for Certification 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 an ~~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 an ~~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” or a derivative thereof, as appropriate, and that any corresponding grammatical edits necessary as a result of such change be made; and



FURTHER RESOLVED, that upon the approval of these proposed 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 2025-05

This resolution is supported by the NCARB Board of Directors 15-0.

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 to obtaining an NCARB Certificate within the *NCARB Certification Guidelines* and recommending updates to increase access to this credential; and

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

WHEREAS, the Requirements for Certification 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 completion of either the requirements under Section 2.3A or the requirements under Section 2.3B 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.



APPENDICES

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

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.

*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 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

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 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.

SIGNATURES

NCARB

ROAC

President

Chair

CEO

Executive Director

NCARB

ROAC

Witness

Witness

Witness

Witness

Witness

Witness

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

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.

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 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 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~~ 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/~~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 by 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 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 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 U.S. 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 Participant

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 the applicable Canadian Participant 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 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 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 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. SIGNING AND WITHDRAWAL

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 pursuant 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 Agreement~~ with 90-days of 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 licensure 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 fewer than 60 days after such time as (i) 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; (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 condition is are met on or before January 1, 2014, XXXXX, 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]

06.17.2013

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, 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 Participant**

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.

SIGNATURES

[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

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

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 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.

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.

SIGNATURES	
NCARB	CACR/CFIA
_____ President	_____ Chair
_____ 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
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.

SIGNATURES	
NCARB	CACR/CFIA
_____ President	_____ Chair
_____ CEO	_____ CEO
_____ Witness	_____ Witness
_____ Witness	_____ Witness

Appendix D:

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 **XXXXXX, 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

Delegate Credentials

The *NCARB Bylaws* requires each Member Board to submit the list of board members who will attend the 2025 NCARB Annual Business Meeting as the board's official delegates. This list, referred to as the "Letter of Credentials," must indicate your voting delegate (only one) and alternate and be signed on behalf of your board by any duly authorized person (a board officer or board executive).

The Letter of Credentials is enclosed in this packet. Please return the completed Letter of Credentials to credentials-committee@ncarb.org no later than **May 31, 2025**. Your jurisdiction will not be able to vote until the credentials letter is received. If you are unable to submit the Letter of Credentials by that date, please have one of your delegates bring such a letter to the Annual Business Meeting and turn it in to the NCARB personnel at the registration desk or send to credentials-committee@ncarb.org prior to the beginning of voting.

Your Letter of Credentials may be amended at any time prior to the Saturday of the Annual Business Meeting, provided that the amendment is signed by a person duly authorized by your board. The credentials will be validated by the Credentials Committee on Saturday morning prior to elections.

The 2025 Pre-Annual Business Meeting Briefing, which will be released in May, will include guidelines for voting delegates, the list of declared candidates for office, and any resolutions to be voted upon.

Voting delegates will be required to attend a meeting on Saturday morning prior to the business session so that the Credentials Committee can conduct a roll call and verify that all delegates can vote using the electronic voting system.

To: Katherine M. Wilson, AIA, NCARB, LEED AP (BD+C), WELL AP

FY25 NCARB Credentials Committee Chair

From: _____

BOARD CHAIR/EXECUTIVE

BOARD NAME

Date: _____

RE: Letter of Credentials

Dear Chairperson Wilson,

The _____ [BOARD NAME] is pleased to submit the following names for official delegate and alternate official delegate for the 2025 NCARB Annual Business Meeting. Both individuals are duly appointed members of the board.

Official Delegate: _____ [BOARD MEMBER FULL NAME]

Position on Board: _____

Term Expiration Date: _____

Email: _____ Cell Phone Number: _____

Alternate: _____ [BOARD MEMBER FULL NAME]

Position on Board: _____

Term Expiration Date: _____

Email: _____ Cell Phone Number: _____

The board acknowledges that the official delegate is authorized to cast a vote on its behalf during the Annual Business Meeting. Furthermore, the board understands that in order to replace its official delegate and alternate, a new letter of credentials must be issued and returned to the Credentials Committee Chair prior to May 31, 2025.

The undersigned has been duly authorized by the vote of the board to execute and deliver this document to NCARB on its behalf.

Signature

Type or Print Name & Title

THE UNIVERSITY OF THE STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT

To: Architecture Board Members

Date: May 6, 2025

From:

Robert Lopez 

Subject: NCARB Future Meeting

In reply to:

Chair Dosso and I discussed potential agenda items for a future NCARB visit with the NYS Board for Architecture. The draft agenda items are noted below:

- Pathways to Practice
- New York's Recent Updates to Education/Experience
- NAAB Updates
- Rand *Building Impact* report
- Illegal Practice Awareness
 - Architect Title Awareness
 - Candidates
 - NAAB Programs
 - Architects
 - Fiverr
 - Seals
- Deregulation Efforts in the US
- IPAL Updates
- Architecture as a STEM Profession

Please review the above items and think about any additional items or questions you would like to hear more about from NCARB leadership.