

**TRI-NATIONAL MUTUAL RECOGNITION AGREEMENT
FOR INTERNATIONAL PRACTICE
OAXACA, MÉXICO
OCTOBER 7, 2005**

Among
**COMITÉ MEXICANO PARA LA PRÁCTICA INTERNACIONAL DE LA
ARQUITECTURA (COMPIAR)**
comprising
**FEDERACIÓN DE COLEGIOS DE ARQUITECTOS DE LA REPÚBLICA
MEXICANA (FCARM)**
And the
**ASOCIACION DE INSTITUCIONES DE ENSEÑANZA DE LA ARQUITECTURA
DE LA REPÚBLICA MEXICANA (ASINEA),**
And the
**NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS
(NCARB, U.S.A.)**
And the
COMMITTEE OF CANADIAN ARCHITECTURAL COUNCILS (CCAC)

And witnessed by the
AMERICAN INSTITUTE OF ARCHITECTS (AIA)
And the
ROYAL ARCHITECTURAL INSTITUTE OF CANADA (RAIC)

Whereas, the signatories, COMPIAR, NCARB and CCAC, are the national representatives of the Competent Bodies of Colegios, Member Boards and Provincial/Territorial Associations of the Domestic Jurisdictions in charge of negotiations regarding the procedures to regulate international practice of architects within Mexico, the United States and Canada, commit themselves to carry out the agreement described below, in the spirit of the North American Free Trade Agreement (NAFTA, Chapter XII, Annex 1210.5) and

Whereas AIA and RAIC, the national bodies representing the profession of architecture within the United States and Canada, endorse and support this agreement, and

Whereas, the signatories share the goal of allowing qualified architects to offer professional services within their Domestic Jurisdictions under circumstances that protect the health, safety and welfare of the public and respect the architectural culture, heritage and laws of the Domestic Jurisdiction in which the services are performed, and

Whereas, all parties recognize that differences among the standards and processes for licensing/registering architects in the Domestic Jurisdiction of Mexico, the United States and Canada must be duly respected and appropriately addressed in order to reach this goal, now

Therefore, COMPIAR (FCARM and ASINEA), NCARB, and CCAC express their

commitment and understanding of the following, which shall not modify any other agreements between the signatories, and witnesses hereto.

DEFINITIONS

For the purposes of this Agreement:

COMPIAR

Is the Mexican committee of architects established by the Mexican government in charge of negotiations regarding the international practice of foreign architects in México and Mexican architects abroad. It is chaired jointly by FCARM and ASINEA.

COLEGIO

Colegio refers to a local association of architects officially recognized under Mexican law.

COMPETENT BODY

Refers to, as applicable, the Federación de Colegios, Member Board, or Provincial /Territorial Association.

LICENSED ARCHITECT

Licensed/registered refers to the licensing, registering, certifying, granting a Cédula or otherwise authorizing an architect to use the title "architect" and otherwise engage in the Practice of Architecture within the applicable jurisdiction by a Competent Body.

MEMBER BOARD

Member Board refers to the agency in the United States jurisdictions with authority by law to license/register architects and otherwise regulate use of the title "architect" and the practice of architecture within the applicable jurisdiction.

PROVINCIAL/TERRITORIAL ASSOCIATION

Provincial/Territorial Association refers to the self-regulating licensing bodies in Canada empowered by law to register/license architects and otherwise regulate use of the title "architect" and the practice of architecture within the applicable jurisdiction.

RESPONSIBLE CONTROL

Responsible control refers to that amount of control over and detailed knowledge of the content of architectural technical submissions during their preparation as is ordinarily exercised by registered/licensed architects in the Host Jurisdiction applying the required standard of care.

PRACTICE OF ARCHITECTURE

The Practice of Architecture refers to an architect being registered/licensed to design buildings for human habitation without limit as to type, size, or cost of construction.

FORM AND CONTENT OF AGREEMENT

1. Participants

1.1 The parties to implement the agreement are:

1.1.1 Federación de Colegios de Arquitectos de la República Mexicana (FCARM), and the Asociación de Instituciones de Enseñanza de la Arquitectura de la República Mexicana (ASINEA)

1.1.2 National Council of Architectural Registration Boards (NCARB)

1.1.3 Committee of Canadian Architectural Councils (CCAC)

1.2 The parties endorsing and supporting the agreement are:

1.2.1 American Institute of Architects (AIA)

1.2.2 Royal Architectural Institute of Canada (RAIC)

1.3 For Mexico, the competent authorities other than the parties are

1.3.1 The Secretaria de Economía – Dirección General de Negociaciones y Servicios (the Secretary of Economy – General Directorate of Negotiations and Services), and

1.3.2 The Secretaria de Educación Pública- Dirección General de Profesiones (the Secretary of Education – General Directorate of Professions)

1.4 For the United States, the competent authorities other than the parties are the state and territorial boards of architecture

1.5 For Canada, the competent authorities other than the parties are:

The provincial/territorial architectural associations

1.6 Status and area of competence of each party

1.6.1. COMPIAR is the official body established by the Mexican Federal Government to negotiate the international practice of foreign architects in México and Mexican architects abroad. It is chaired jointly by FCARM and ASINEA.

1.6.2 FCARM is the organization in Mexico that represents the local Colegios. These Colegios are mandated by law to protect the title “architect” within their jurisdiction.

1.6.3 ASINEA is the organization that represents the schools of architecture in Mexico

1.6.4 NCARB is the organization whose membership comprises the 55 state and territorial boards of architecture that regulate the profession in the United States.

1.6.5 CCAC is the committee that represents the 11 Canadian Provincial and Territorial Associations that are mandated by law to regulate the profession in Canada.

2. Purpose of the agreement

2.1 This Agreement establishes criteria, procedures and measures for the mutual recognition of qualifications that will facilitate the portability of qualifications through reciprocity for the provision of services within the NAFTA countries. The purpose of this agreement is to:

2.1.1 Establish mutually acceptable standards for practice and professionalism, including expertise, autonomy, commitment and accountability.

2.1.2 Establish a system of governance to serve the Agreement that enables it to properly monitor performance, facilitate implementation, including the audit of academic standards and systems of continuing professional development (CPD) and resolve disagreements.

2.1.3 Ensure consumer protection and safeguard the interest of society, architecture, the environment, sustainability, culture and public health, safety, welfare.

2.1.4 Set standards in recognizing equivalence in qualifications;

2.1.5 Prevent practice by unqualified persons.

2.1.6 Not supersede or otherwise affect any other agreements between or among any of the parties.

3. Reference and background framework

Principles of Professionalism

Members of the architectural profession in the NAFTA countries are dedicated to the highest standards of professionalism, integrity and competence, and bring to society unique skills and aptitudes essential to the sustainable development of the built environment and the welfare of their societies and cultures. Principles of professionalism are established in legislation, as well as in codes of ethics and regulations defining professional conduct

3.1.1 Expertise

Architects possess a systematic body of knowledge, skills and theory developed through education, graduate and post-graduate training, and experience. The process of architectural education, training and examination is structured to assure the public that, when an architect is engaged to perform professional services, that architect has met acceptable standards enabling competent performance of those services. Furthermore, members of most professional societies of architects are charged to maintain and advance their knowledge of the art and science of architecture, to respect the body of architectural accomplishment and to contribute to its growth.

Autonomy

Architects provide objective expert advice to the client and/or users. Architects are charged to uphold the ideal that learned and uncompromised professional judgment should take precedence over any other motive in the pursuit of the art and science of architecture. Architects are also charged to embrace the spirit and letter of the laws governing their professional affairs and to consider thoughtfully the social, urban and environmental impact of their professional activities.

Commitment

Architects bring a high level of selfless dedication to the work done on behalf of their clients and society. Members of the profession are charged to serve their clients and the public in a competent and professional manner and to exercise unprejudiced and unbiased judgment on their behalf.

Accountability

Architects are aware of their responsibility for the independent and, if necessary, critical advice provided to their clients and for the effects of their work on society and the environment. Architects undertake to perform professional services only when they, together with those whom they may engage as consultants, are qualified by education, training and/or experience in the specific technical areas involved.

3.2 Professional Designation

The designation "architect" is reserved by law to a person who is professionally and academically qualified and registered/licensed/certified to practice architecture in the jurisdiction in which s/he practices and is responsible for advocating the fair and sustainable development, welfare and cultural expression of society's habitat in terms of space, form and historical context.

3.3 Scope of Practice of Architecture

Architects registered in a jurisdiction are required to follow the laws and codes in force in each jurisdiction in which they have been authorized to practice. Architects practicing outside their own country under this agreement are limited to providing those services that local architects are permitted to provide and will only provide those services they customarily provide in their own country if less than those services permitted in the host jurisdiction.

This MRA recognizes the highest standards of education and practical training of architect within the three countries, which enables them to fulfill their fundamental professional requirements. These standards recognize different national, educational traditions and, therefore, allow for factors of equivalency.

4. Mutual Recognition

The following are the foundations of the Mutual Recognition Agreement:

The circumstances under which the Competent Bodies of the three nations shall accept the credentials of a licensed/registered Foreign Architect as a basis for being licensed/registered to engage in the Practice of Architecture in the Host Jurisdiction, subject to the requirements of periodic renewal.

The circumstances under which a minimum of 10 years of defined professional experience

in the Practice of Architecture by an Architect licensed/registered in his/her home jurisdiction.

The nature and extent of the demonstrations to be required by the Competent Bodies of each nation for showing that the Foreign Architect has acquired knowledge of the codes, laws and other matters applicable to the Practice of Architecture in the Host Jurisdiction.

The nature and responsibilities of the Tri-National Council for International Practice, with respect to overseeing administrative processes implementing a Mutual Recognition Agreement such as transmission of documents, fees, verification of experience and other matters.

Mutual recognition means that Tri-National architects who meet the following requirements shall be recognized in each other's jurisdictions.

4.5 Basis for eligibility

Tri-National architects must have completed an accredited or recognized architecture program (by NAAB, ASINEA/COMAEA or CACB), or recognized equivalent that has been accepted for licensure, and been assessed within their own country as eligible for independent practice; and shall demonstrate a period of not less than ten years in certified post-registration/licensure, at least two years of which must be in responsible control of the comprehensive practice of architecture as verified by the architect's Competent Body as determined by the Trinational Council for International Practice, and documented by a dossier of work.

4.5.1 Mexican Architect

The Mexican architect shall:

- 4.5.1.1 Meet the requirements set down by the Federal Government (Professional Cédula).
- 4.5.1.2 Comply with FCARM registration/certification requirements

4.5.2 US Architect

The US Architect shall:

- 4.5.2.1 Meet jurisdictional education, training and examination (ARE and its US predecessors) requirements in effect at the time of registration/licensure
- 4.5.2.2 Comply with any jurisdictional registration/licensing requirements

4.5.3 Canadian Architect

The Canadian Architect shall:

- 4.5.3.1 Meet jurisdictional education, training and examination (ARE and its Canadian predecessors) requirements in effect at the time of registration/licensure
- 4.5.3.2 Comply with any jurisdictional registration/licensing requirements

4.6 Criteria for post-registration/licensure practice experience

4.6.1 Certified professional experience in Responsible Control of the comprehensive practice of architecture comprising all activities from preliminary studies through construction contract administration. Certification shall be in a form accepted by the Trinational Council for International Practice as described in the Appendix, entitled Mechanisms for the Implementation of the North American MRA, confirming that the applicant has been practicing architecture, and thereby maintaining registration, and is in good standing.

4.7 Other Provisions

4.7.1 Where an applicant does not meet the above criteria, an assessment will be made by his/her Competent Body indicating the extent of any additional requirements and how they may be satisfied.

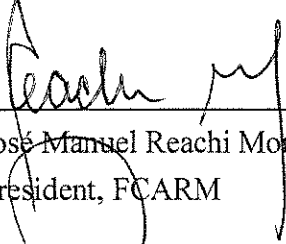
5. Ratification and Effectiveness

This Agreement has been duly executed and signed by an official representative of each of the signatories. The Agreement shall come into effect on the date it is suitably ratified by the competent bodies.


This Agreement and its Appendix shall be executed in English, Spanish and French.

This Agreement, including one Appendix, constitutes the Mutual Recognition Agreement, negotiated between the Architects of the NAFTA countries. The Appendix is meant to outline the mechanisms for the implementation of the Agreement and may be amended through negotiations by all parties.

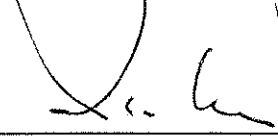
For México: Federación de Colegios de Arquitectos de la República Mexicana, A.C.



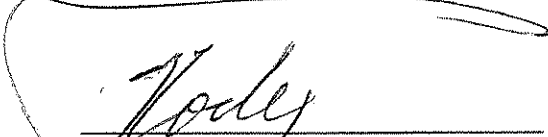
José Manuel Reachi Mora
President, FCARM



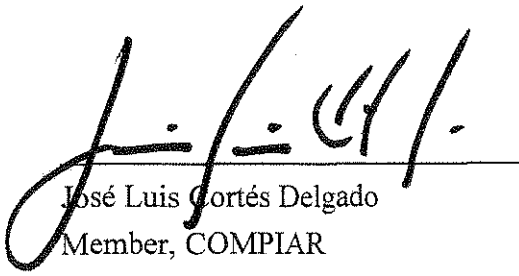
Aarón Bernal Rodríguez
President, ASINEA

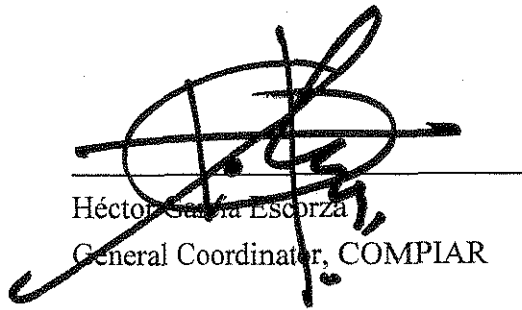


Fernando Mora Mora
General Coordinator, CONARC

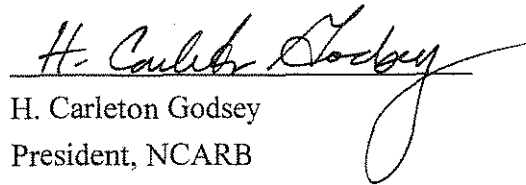


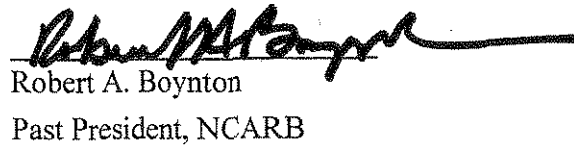
Xavier Cortés Rocha
Member, COMPIAR

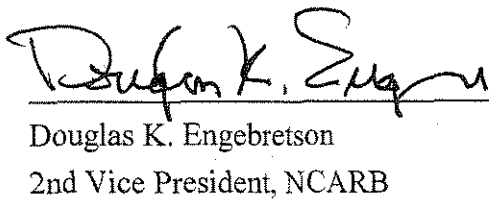

José Luis Cortés Delgado
Member, COMPIAR


Héctor García Escorza
General Coordinator, COMPIAR

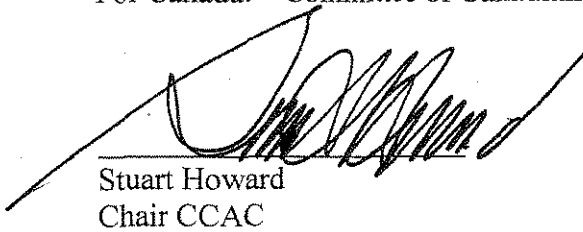
For the United States: National Council of Architectural Registration Boards

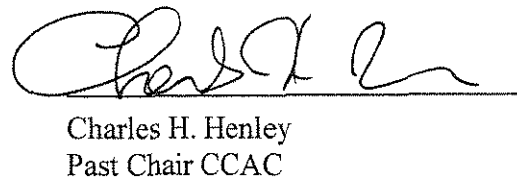

H. Carleton Godsey
President, NCARB


Robert A. Boynton
Past President, NCARB


Douglas K. Engebretson
2nd Vice President, NCARB


For Canada: Committee of Canadian Architectural Councils


Stuart Howard
Chair CCAC

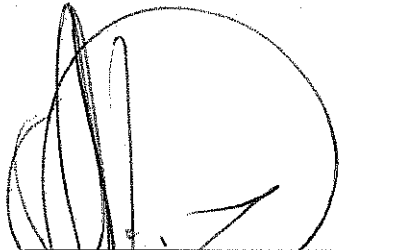

Charles H. Henley
Past Chair CCAC

Witnesses:

For Mexico:



Ambrosio Vásquez Arango
Col. de Arqs. Oaxaca

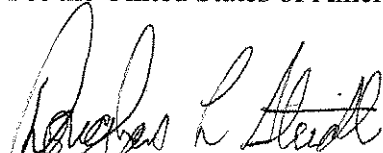


Gabriel Gutiérrez Rodríguez
CAM-SAM

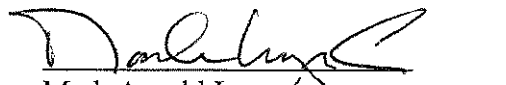


Guillermo Malpica Soto
Secretaría Economía

For the United States of America:



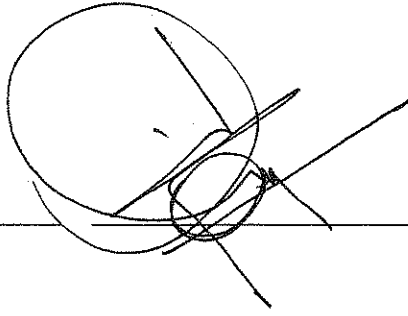
Douglas L Steidl
President, AIA



Mark Arnold Leyes
Consulate, United States of America

Honorary Witnesses:

U. Bourdrez



~~U. Bourdrez~~
U. Bourdrez

APPENDIX

MECHANISMS FOR THE IMPLEMENTATION OF THIS AGREEMENT

1. Rules & Procedures to monitor & enforce

Tri-National Council for International Practice

1.1.1 The Tri-National Council for International Practice is established to facilitate the implementation of this Agreement, to oversee administrative processes, and to monitor the performance of all parties who have agreed to be bound by the terms and conditions of this Agreement to ensure, insofar as it may, that any issues or disagreements arising hereunder are resolved promptly and in a manner consistent with the intent of this Agreement.

1.1.2 The Council will also monitor the Tri-National processes in an effective and nondiscriminatory manner, and continue information exchange by whatever means are considered most appropriate, including regular communication and sharing of information.

1.1.3 The Tri-National Council for International Practice shall meet at least annually or as often as required in order to effectively perform its duties and assist in the resolution of disputes.

Each Tri-National Council for International Practice country must be represented by a minimum of two (2) and a maximum of five (5) Officers/Members/Representatives appointed by each organization. The organizations are the Federación de Colegios de Arquitectos de la República Mexicana (FCARM) in Mexico, the National Council of Architectural Registration Boards (NCARB) in the US, and the Committee of Canadian Architectural Councils (CCAC) in Canada.

1.2 Meetings

- A. At Council meetings a representative of the host organization shall serve as Chair.
- B. Meeting locations and dates shall be proposed by the hosting organization, subject to agreement by the others.
- C. The host organization is responsible for location hotel and meeting room arrangements, catering, dinner reservations, Agenda, Minutes and, shall provide translation services when needed.
- D. Face-to-face meetings require two-month notice.
- E. Minutes must be prepared and distributed within two months.

1.3 Expenses

- A. Each organization is responsible for their travel, hotel and miscellaneous expenses for its attendees. The host organization shall make rooming arrangements for each attendee to be individually charged.
- B. Lunches during the meeting day are the responsibility of the host organization.
- C. Dinners during the meeting are paid by the meeting host organization and back billed to the others, proportionately.

D. In the case of jointly appointed task force or committee, each organization shall assume responsibility for its appointees.

1.4 Finances

A. There are no dues.

B. Each organization is responsible for its own expenses.

2. Mechanisms for Dialogue and administrative co-operation

The Tri-National Council for International Practice will put in place mechanisms and procedures which will include:

2.1 To define the standards of professional competency that must be met by architects in the three countries who wish to avail themselves of this agreement.

2.2 To establish the rules and procedures necessary for the application, evaluation and monitoring of the provisions in this Agreement. Member of the Tri-National Council for International Practice will keep in regular contact and hold meetings at least annually to review the implementation and effectiveness of the agreement.

2.3 Acting as an information source in each participating jurisdiction so that architects can be informed about registration/licensing requirements and sanctions that might be applied in accordance with this document.

2.4 To 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.

2.5 A means for dispute resolution for the implementation of this agreement.

2.6 An appeals process for applicants

2.7 A procedure relating to applications to include:

2.7.1 a point of contact in each party for information
- for Mexico: FCARM; for the USA: NCARB; for Canada: CCAC

2.7.2 Length of procedures for processing applications shall be within a reasonable period of time from receipt of a complete application.

2.7.3 Documentation

Forms to be used by local jurisdictions to certify an applicant's registration/licensure status shall be in uniform format and in English, Spanish and French as developed by the Tri-National Council for International Practice from time to time.

2.8 Additional tasks as determined by the Trinational Council

3. Licensing requirements/procedures other than qualifications

Residency requirements

Competent Bodies represented by the Parties to this agreement shall not require applicants to take up residency.

Proof of good standing

Applicants for registration shall be required to produce evidence of good standing.

Professional Liability Insurance

Applicants for registration shall produce evidence of Professional Liability Insurance providing adequate cover in the host country, where required.

Local Requirements

Applicants should inform themselves of local requirements pertaining to the practice of architecture.

Language

The nature and extent of the demonstrations to be required by the Competent Body of the Host Jurisdiction, for showing that the Foreign Architect has acquired local knowledge of the codes, laws and other matters applicable to the Practice of Architecture, shall be done in the common and technical language of that Jurisdiction.

4. Commitments/transparency measures

4.1 Relevant laws & regulations

Applicants for registration in another jurisdiction shall be fully responsible for complying with the laws and regulations of that jurisdiction.

4.2 On-going verification of competence

Where compliance with a prescribed annual number of hours of Continuing Professional Development (Continuing Education) is a requirement for registration, applicants will agree to provide evidence of compliance as and when required.

4.3 Transparency

Conditions for entry to and expulsion from jurisdictional registers shall be made publicly available.

4.4 regulations relating to nationality

Beneficiaries of the provisions of this agreement will be nationals of the countries represented by the Parties.

4.5 Compliance with host jurisdiction ethics

Applicants shall comply with rules of conduct and codes of ethics.

5. Revision of agreement

The agreement is ongoing subject to periodic review by the Tri-National Council for International Practice.

6. Notice of termination

If any Party wishes to terminate this Agreement, it will inform the other Parties of this decision by giving 12 months notice in writing.

Appendix Items:

STEP 1: ELIGIBILITY

To be eligible for Tri -National benefits through this process an Architect must meet the requirements of paragraph 4.5 of the MRA.

STEP 2: APPLICATION

The applicant must:

File an application and pay appropriate fees prescribed by the Tri-National Committee; and

The applicant shall secure a written statement from his/her competent authority stating that the applicant either has no record of a disciplinary action or if such record exists, describing such action and its current status. This statement must be sent directly to the National organization of the applicant's home jurisdiction.

STEP 3: DOSSIER

Upon completion of his/her record and confirmation of initial eligibility for certification through the Tri- National process, an applicant must submit a dossier for review by a committee to determine satisfaction of Step One and to demonstrate competence to independently practice architecture in the host jurisdiction. The dossier must:

Be prepared in a format specified by the Tri-National Committee;

Contain a resume that outlines the applicant's comprehensive practice experience in the applicants home jurisdiction and lists the significant projects over which the applicant exercised responsible control;

Demonstrate competence to independently practice architecture, while protecting the public, through drawings, photographs and descriptions of a minimum of three such projects (other than one- and two-family dwellings, farm buildings and structures or additions not requiring governmental building permits). "Comprehensive practice" means practice in responsible control as follows:

A Tri-national Architect must be competent to create architectural designs that:

- Demonstrate an understanding of the relationship between people and buildings, and between buildings and their environment, and the need to relate buildings and the spaces between them to human needs and scale;
- Respond to environmental concerns and address sustainability issues;
- Show skill in land-use planning and planning process;
- Take account of cultural and social factors.

A Tri-national Architect must be competent to translate a design concept into built form and be able to:

- Investigate and interpret design objectives and relevant issues and prepare the brief for a design project;
- Advise on project evaluations, feasibility studies and programs;
- Evaluate and determine structural, constructional and engineering elements of a building and integrate the advice and design of specialist disciplines into a building project;
- Assess the physical influences on buildings and the technologies associated with providing internal conditions of comfort and protection against the climate, and coordinate and integrate services systems to control them;
- Meet building users' requirements within the constraints imposed by cost factors and building regulations;
- Provide advice on issues of construction, procurement and contract administration;
- Generate the documentation and information needed to translate a design concept into a building;
- Manage the procurement of buildings, administer contractual arrangements and monitor their construction.

A Tri-national Architect must be competent in the practice of architecture and:

- Observe legal and regulatory obligations related to the planning and construction of buildings;
- Have adequate knowledge of the industries, organizations and procedures involved in the management and realization of a design project as a building;
- Observe the standards of conduct expected of a professional;
- Maintain competence in relevant aspects of the practice of architecture.

“Responsible control” means that amount of control over and detailed knowledge of the content of technical submissions during their preparation as is ordinarily exercised by registered architects in the host jurisdiction applying the required professional standard of care. The applicant must describe the nature of his/her responsible control over each of the projects in each of the areas. The applicant should also annotate the drawings of such projects describing the general nature of modifications, if any, necessary to comply with building codes and laws in the host jurisdiction.

STEP 4: INTERVIEW

If there is concern about the dossier meeting all requirements, the applicant may be required to participate in an interview before a committee in the host jurisdiction. The interview will be conducted in the language of the host jurisdiction.

The purpose of the interview may include the confirmation of:

- The applicant’s responsibility over the development, management and implementation of each submitted project;
- The applicant’s understanding of the host jurisdictions licensing and professional conduct requirements; and
- The applicant’s knowledge of the host jurisdictions building codes and laws.

STEP 5: NOTIFICATION

After satisfying all requirements, the applicant will be notified of the committee’s decision. A successful applicant will receive the support of the host national body, through whatever means available, for licensing in the various jurisdictions in that country. Local Competent Bodies within the host country may have additional non-discriminatory requirements.

An unsuccessful applicant will be notified of his/her deficiencies, and may elect to repeat the application process, including payment of all fees.