

# **MODEL MUTUAL RECOGNITION AGREEMENT**

## **International Union of Architects, Paris, France**

Adopted by the UIA Professional Practice Commission, November 4, 2006 at their 2006 Annual Meeting, Melbourne, Victoria, Australia.

Approved by the UIA Council, February 11, 2007, Turin, Italy.

## **INTRODUCTION**

This model Mutual Recognition Agreement (MRA) is intended to provide economies who are contemplating negotiations for mutual recognition of professional credentials a framework for writing an Agreement. In using this model, negotiators should consult and follow the UIA Accord on Recommended International Standards of Professionalism in Architectural Practice and “A Recommendation on Mutual Recognition Agreements”.

## **MODEL MUTUAL RECOGNITION AGREEMENT**

Whereas, the signatories, *<insert names of negotiating parties, as appropriate>*, are the national representatives of the Competent Bodies of the Domestic Jurisdictions in charge of negotiations regarding the procedures to regulate international practice of architects within *<insert names of the countries covered by the Agreement>*, commit themselves to carry out the agreement described below, 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/certifying architects in the Domestic Jurisdiction of *<insert names of the countries covered by the Agreement>* must be duly respected and appropriately addressed in order to reach this goal, now

Therefore, *<insert names of negotiating parties, as appropriate>* 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:

PRACTICE OF ARCHITECTURE – (*UIA Accord Definition*)

The practice of architecture consists of the provision of professional services in connection with town planning and the design, construction, enlargement, conservation, restoration, or alteration of a building or group of buildings. These professional services include, but are not limited to, planning and land-use planning, urban design, provision of preliminary studies, designs, models, drawings, specifications and technical documentation, coordination of technical documentation prepared by others (consulting engineers, urban planners, landscape architects and other specialist consultants) as appropriate and without limitation, construction economics, contract administration, monitoring of construction (referred to as “supervision” in some countries), and project management.

## **FORM AND CONTENT OF AGREEMENT**

### 1. Participants

1.1 The parties to implement the agreement are:

*<List the parties who will implement the agreement.>*

1.2 The parties endorsing and supporting the agreement are:

*<List the parties, if any, who formally endorse the agreement.>*

1.3 For *<Country A>*, the competent authorities other than the parties are

*<List the governmental organizations within Country A that are competent authorities.>*

1.4 For *<Country B>*, the competent authorities other than the parties are

*<List the governmental organizations within Country B that are competent authorities.>*

1.5 For *<Country C>*, the competent authorities other than the parties are:

*<List the governmental organizations within Country C that are competent authorities.>*

*<List any additional countries who are part of the Agreement and number accordingly>*

1.6 Status and area of competence of each party

*<Provide descriptions of each organization that is party to the Agreement, numbered 1.6.1., 1.6.2, Etc.>*

### 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 between *<list countries covered by the Agreement>*. 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 foreign persons.
  - 2.1.6 Not supersede or otherwise affect any other agreements between or among any of the parties.

### 3. Reference and background framework

#### 3.1 Principles of Professionalism (*From the UIA Accord*)

Members of the architectural profession in the *<enter names of countries covered>* 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.

### 3.1.2 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.

### 3.1.3 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.

### 3.1.4 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:

- 4.1 The circumstances under which the Competent Bodies of the participating 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.
- 4.2 The circumstances under which a minimum of *<insert number>* of years of defined professional experience in the Practice of Architecture by an Architect licensed/registered in his/her home jurisdiction.
- 4.3 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.
- 4.4 The nature and responsibilities of the *<insert name of governance committee or secretariat>*, 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 architects covered by this agreement who meet the following requirements shall be recognized in each other's jurisdictions.

### 4.5 Basis for eligibility

Architects must have completed an accredited or recognized architecture program, 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 *<insert number>* 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 *<insert name of joint governance committee or secretariat>*, and documented by a dossier/certification of work.

*<List separately by country the requirements that an architect must meet within his or her home country to be eligible>*

### 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 *<insert name of joint governance committee or secretariat>* as described in the

Appendix, entitled Mechanisms for the Implementation of *<insert title of the Agreement>*, 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 *<list languages>*.

This Agreement, including one Appendix, constitutes the Mutual Recognition Agreement, negotiated between the Architects of *<insert names of countries that are party to the Agreement>*. The Appendix is meant to outline the mechanisms for the implementation of the Agreement and may be amended by mutual agreement.

#### SIGNATURES

*<Insert signatures, as appropriate>*

### APPENDIX

#### MECHANISMS FOR THE IMPLEMENTATION OF THIS AGREEMENT

##### 1. Rules & Procedures to monitor & enforce

###### 1.1 *<insert name of joint governance committee or secretariat>*

- 1.1.1 The *<insert name of joint governance committee or secretariat>* 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 *<insert name of joint governance committee or secretariat>* will also monitor the processes to implement this agreement 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 *<insert name of joint governance committee or secretariat>* 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 *<insert name of joint governance committee or secretariat>* 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 *<insert names of representative organizations>*.

## 1.2 Meetings

- 1.2.1 At *<insert name of joint governance committee or secretariat>* meetings a representative of the host organization shall serve as Chair.
- 1.2.2 Meeting locations and dates shall be proposed by the hosting organization, subject to agreement by the others.
- 1.2.3 The host organization is responsible for location hotel and meeting room arrangements, catering, dinner reservations, Agenda, Minutes and, shall provide translation services when needed.
- 1.2.4 Face-to-face meetings require two-month notice.
- 1.2.5 Minutes must be prepared and distributed within two months.

## 1.3 Expenses

- 1.3.1 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.
- 1.3.2 Lunches during the meeting day are the responsibility of the host organization.
- 1.3.3 Dinners during the meeting are paid by the meeting host organization and back billed to the others, proportionately.
- 1.3.4 In the case of jointly appointed task force or committee, each organization shall assume responsibility for its appointees.

## 1.4 Finances

- 1.4.1 There are no dues.
- 1.4.2 Each organization is responsible for its own expenses.

## 2. Mechanisms for Dialogue and administrative co-operation

The *<insert name of joint governance committee or secretariat>* 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 participating 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 *<insert name of joint governance committee or secretariat>* 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  
*<insert appropriate point of contact for each participating country>*.
  - 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 *<list required languages>* as developed by the *<insert name of joint governance committee or secretariat>* from time to time.
- 2.8 Additional tasks as determined by the *<insert name of joint governance committee or secretariat>*

## 3. Licensing requirements/procedures other than qualifications

### 3.1 Residency requirements

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

### 3.2 Proof of good standing

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

### 3.3. Professional Liability Insurance

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

### 3.4 Local Requirements

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

### 3.5 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 *<insert name of joint governance committee or secretariat>*

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.