APPENDIX 8

UIA Practice Commission Meeting - Seoul 2007

Proposed amendment to the Guideline on Practical Experience/Training/Internship

1. It is proposed that Clause 1 of the guideline be amended as set in italics below;

Accord Policy on Practical Experience/Training/ Internship

That graduates of architecture will be required to have completed at least two years of acceptable experience/training/internship prior to registration/licensing/certification to practice as an architect (but with the objective of working towards three years) while allowing flexibility for equivalency.

Guidelines

1. PERIOD OF PRACTICAL EXPERIENCE/TRAINING/INTERNSHIP

The experience set out below should be demonstrated prior to applying for registration/licensing/certification and should be gained over the period defined in the Accord Policy. At least half of that period should occur following the basic academic prerequisites and in any case should not imply a reduction of the academic period referred to under the Accord Education Policy.

Where agreements, recognizing practical experience/training/internship for registration, exists between jurisdictions, graduates from these jurisdictions may undertake part of that experience in a foreign jurisdiction that is a signatory to the agreement. (A Model for agreements between jurisdictions is appended to this Guideline).

2. Proposed Appendix to Guideline

Architectural Practical Experience/Internship/Training

MUTUAL RECOGINITION AGREEMENT DRAFTING MODEL

INTRODUCTION

This model Mutual Recognition Agreement (MRA) is intended to guide registering authorities that are contemplating negotiations for mutual recognition of practical experience/internship/training gained by architectural graduates. In using this model, negotiators should consult and follow the UIA Recommended guidelines for the UIA Accord on Recommended International Standards of Professionalism in Architectural Practice Policy on Mutual Recognition Agreements.

MODEL MUTUAL RECOGNITION AGREEMENT

Whereas, the signatories, <*insert names as appropriate*>, are the national representatives of the Competent Bodies of the Domestic Jurisdictions responsible for the registration/licensing 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 recognizing, for the purpose of admission into the examination for registration/licensing, the practical experience/internship/training, to a maximum of twelve months, that graduate architects gain in a foreign signatory jurisdiction.

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 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:

Practical Experience/Taining /Internship – *(UIA Accord Definition)*
Practical experience/training/internship is a directed and structured activity in the practice of architecture during architectural education and/or following receipt of a professional degree but prior to registration/licensing/certification.
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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 up to twelve months of practical experience/internship/training gained by graduate architects in<*list countries covered by the Agreement*>.
2.2 For the purpose of this agreement practical experience/training/internship attained and recorded in accordance with the Recommended Guidelines for the UIA Accord on Recommended International Standards of Professionalism in Architectural Practice Policy on Practical Experience/Training /Internship, will be recognised in <*list countries*>

3. 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 through negotiations by all parties.

SIGNATURES

APPENDIX

MECHANISMS FOR THE IMPLEMENTATION OF THIS AGREEMENT

1. Rules & Procedures to monitor & enforce

<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

A. At *<insert name of joint governance committee or secretariat>* 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 <*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 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 <*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

3. Revision of agreement

The agreement is ongoing subject to periodic review by the <*insert name of joint governance committee or secretariat*>

4. 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.