

2025

MUTUAL RECOGNITION AGREEMENT

Architects Registration Board
Regulatory Organizations of Architecture in Canada



Architects
Registration
Board

ROAC

REGULATORY ORGANIZATIONS OF ARCHITECTURE IN CANADA
REGROUPEMENT DES ORDRES D'ARCHITECTES DU CANADA



Architects
Registration
Board

ROAC

REGULATORY ORGANIZATIONS
OF ARCHITECTURE IN CANADA
REGROUPEMENT DES ORDRES
D'ARCHITECTES DU CANADA

MUTUAL RECOGNITION AGREEMENT

between the

ARCHITECTS REGISTRATION BOARD

and the

**REGULATORY ORGANIZATIONS OF ARCHITECTURE IN CANADA / REGROUPEMENT DES ORDRES
D'ARCHITECTES DU CANADA**

This **Mutual Recognition Agreement** ('MRA') has been designed to recognise the qualifications and experience of architects registered in the United Kingdom ('UK') and Canada and to support their registration/licensure in each country.

The arrangements made are intended to make decision making faster and more efficient whilst maintaining the high standards required for registration/licensure in each country.

WHEREAS, the **Architects Registration Board** of the UK ('ARB'), as set out in section 1 of the Architects Act 1997, has the statutory responsibility in the UK for prescribing the qualifications and experience required for the purposes of entering the UK Register, for maintaining the Register in the UK, and disciplining all architects in the UK;

WHEREAS, the **Regulatory Organizations of Architecture in Canada / Regroupement des Ordres d'Architectes du Canada** ('ROAC'), is a corporation under the Canada Not-for-profit Corporations Act representing the 11 provincial and territorial architectural licensing authorities in Canada: Architectural Institute of British Columbia ('AIBC'); 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; and Northwest Territories Association of Architects, and these licensing authorities are empowered by statute to regulate the profession of architecture in their respective jurisdictions, including setting education, experience, and examination requirements for registration/licensure and registration/licensure renewal.

WHEREAS, any MRA requires approval by each of the 11 provincial and territorial architectural licensing authorities in Canada and ROAC has negotiated and signed this MRA on behalf of those 11 licensing authorities and has received the necessary authorisations from those licensing authorities to do so, and the ARB has the necessary authority for the negotiation of MRAs with similar regulatory authorities;

WHEREAS, accepting there are differences between the systems in place in the UK and Canada, there is nonetheless significant and substantial equivalence between the regulatory systems for

registration/licensure and the privileges and obligations of architects registered/licensed to practice in the UK and Canada;

WHEREAS, any architect practising or seeking to practice as an architect in the UK or Canada must obtain authorisation to practice from that jurisdiction, must comply with all practice requirements of the jurisdiction, and is subject to all governing legislation and regulations of the jurisdiction;

THEREFORE the ARB and ROAC ('the Participants'), decide as follows:

1. Eligibility Requirements

- 1.1 This MRA only applies to registered/licensed architects who meet the eligibility requirements in this Section and the conditions set out below at Section 2.
- 1.2 Existing Registration/Licensure
Applicants must be registered/licensed in the UK or a province or territory of Canada.
- 1.3 Good Standing
Applicants must not be subject to any current registration/licensing conditions, sanctions, or penalties arising out of disciplinary or conduct processes.
- 1.4 Architects who obtained their architectural qualifications in a third country and are registered/licensed in the UK or Canada by means of a recognition agreement or arrangement that the UK or Canada has with that third country are not eligible under this MRA.
- 1.5 Applicants will not be required, for the purposes of this MRA, to establish citizenship of, or a particular immigration status in, any country.
- 1.6 Applicants must provide:
 - 1.6.1 for those qualified in the UK, proof of existing registration from the ARB and proof of good standing as confirmed by the ARB following checks on an architect's disciplinary record; or
 - 1.6.2 for those qualified in Canada, proof of existing registration/licensure from a Canadian licensing authority, and proof of good standing as confirmed by ROAC following checks on an architect's disciplinary record.

2. Conditions

2.1 Canadian Architect to the UK

Upon application, the ARB will register as an architect in the UK any Canadian architect who:

- 2.1.1 meets the eligibility requirements listed in Section 1 of this MRA; and
- 2.1.2 holds a current ROAC Certificate issued in accordance with the Requirements for Certification of an Architect registered/licensed by a Canadian licensing authority as defined in the ROAC Certification Guidelines which confirms successful completion of:
 - (a) Education Requirement:
 - (i) a professional degree in architecture from a program

- accredited by the Canadian Architectural Certification Board ('CACB') (see Appendix 2 (Listed Qualifications)); or
- (ii) a professional degree or diploma in architecture from a non-accredited institution which has been assessed and certified by CACB as meeting the Canadian Educational Standard endorsed by ROAC;

- (b) Experience Requirement: the Internship in Architecture Program ('IAP'), or its predecessor the Canadian Experience Record Book;
and
- (c) Examination Requirement: passed the Examination for Architects in Canada ('ExAC') or its equivalent; and

2.1.3 successfully completes any additional jurisdiction-specific requirements for registration as specified by the ARB.

2.2 **UK Architect to Canadian Jurisdiction**

Upon application, ROAC shall issue a ROAC Certificate to any UK architect meeting the eligibility requirements listed above in Section 1 of this MRA. Upon application, a Canadian licensing authority will license/register as an architect in that jurisdiction any UK architect who:

2.2.1 meets the eligibility requirements listed in Section 1 of this Agreement, as evidenced by a ROAC Certificate;

2.2.2

- (a) holds a current ARB Certificate confirming successful completion of ARB accredited qualifications issued by schools of architecture in the UK at Part 1, Part 2 and Part 3 level, (see Appendix 2 (Listed Qualifications) or
- (b) holds a current ARB certificate confirming successful completion of the ARB Prescribed Examination at Part 1 and/or Part 2 level and ARB accredited Part 1, and/or Part 2 qualifications, and an ARB accredited Part 3 qualification (see Appendix 2 (Listed Qualifications); and

2.2.3 successfully completes any additional jurisdiction-specific requirements for registration/licensure as specified by the Canadian licensing authority.

3. **Registration/Licensure Fees**

Each Participant will be responsible for the setting of fees applicable within their jurisdiction and will ensure these fees are reasonable and proportionate to the cost of processing an application.

4. **Monitoring Committee**

4.1 A Monitoring Committee is hereby established to monitor the operation of this MRA to assure its effective and efficient implementation.

4.2 The Monitoring Committee will be comprised of no more than three individuals from and representing each of the Participants.

- 4.3 The Monitoring Committee will convene at least one meeting (by phone, video conference, or in person) in each calendar year, and more frequently if circumstances require.
5. **Dispute Resolution**
- 5.1 If a dispute arises between the Participants in relation to this MRA, the dispute will be:
- 5.1.1 notified to the Monitoring Committee; and
- 5.1.2 dealt with in accordance with the procedure for resolving disputes determined by the Monitoring Committee.
6. **Data Sharing**
- 6.1 For the purposes of this Section:
- “**Controller**” includes any person or entity that collects, uses, communicates, holds, or otherwise processes Personal Data for its own purposes (as opposed to doing so at the request or under the direction of the other Participant);
- “**Data Protection Laws**” means as applicable, (i) the UK Data Protection Act 2018, (ii) the General Data Protection Regulation EU 2016/679 as implemented into UK law ('**UK GDPR**') (iii) the Canadian Personal Information Protection and Electronic Documents Act 2000 ('**PIPEDA**'); and (iv) all other applicable laws and regulations relating to the processing of personal data and privacy, including statutory instruments (each as amended, updated and superseded from time to time);
- “**Data Security Breach**” means a breach or breaches of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Protected Data;
- “**Data Subject**” means any person who is an identifiable individual with rights under Data Protection Laws;
- “**Data Subject Request**” means an actual or purported request, notice or complaint made by, or on behalf of, a Data Subject in accordance with the exercise of rights granted pursuant to the Data Privacy Laws in relation to the Data Subject’s Protected Data;
- “**Disclosing Participant**” means a Participant to this MRA which is disclosing Protected Data to the other Participant to this MRA;
- “**Particulars**” means the description of the Protected Data, Data Subjects and details of the sharing of the Protected Data amongst the Participants, as set out in Appendix 1 (Data Sharing Particulars);
- “**Personal Data**” includes information about an identifiable individual, whether identified directly or indirectly or any other information that is defined as “personal information”, “personal data” or “personally identifiable information” or similar terms under Data Protection Laws;
- “**Purpose**” means the fulfilment and facilitation of this MRA – details of which are set out in Appendix 1 (Data Sharing Particulars);
- “**Processing**” includes obtaining, recording, or holding the data, or carrying out any operation or set of operations on the data, including without limitation,

organizing, amending, modifying, retrieving, collecting, using, disclosing, disseminating, storing, adapting or altering, anonymizing, erasing, destroying or otherwise making available the data, and transferring Personal Data to third parties;

"Processor" means an entity that processes Personal Data on behalf of, and in accordance with, the instructions of a controller;

"Protected Data" means the Personal Data to be processed by the Participants in relation to this MRA;

"Receiving Participant" means a Participant to this MRA that is receiving Protected Data from the other Participant to this MRA; and

"Supervisory Authority" includes applicable federal or provincial information and privacy commissioners or data protection authorities.

- 6.2 The Participants agree and acknowledge that each Participant will act as an independent controller with respect to the Protected Data. For the avoidance of doubt, ROAC is agreeing to the terms of this Section on behalf of each of the 11 Canadian licensing authorities separately, the result being that each Canadian licensing authority is an independent controller of the Protected Data.
- 6.3 Each Participant will comply with its respective obligations under the Data Protection Laws.
- 6.4 Each Participant will ensure that it does not act in a way to cause the other Participant to breach any of its obligations under the Data Protection Laws.
- 6.5 The Participants agree to provide each other with information (including the Protected Data) where they reasonably consider it is necessary for achieving the Purpose. In each case, any exchange of information shall be strictly in accordance with the terms of this MRA.
- 6.6 Each Participant will provide reasonable assistance to the other as may be required in order to enable each Participant to perform its responsibilities pursuant to this MRA.
- 6.7 Each Participant will cooperate with the competent Supervisory Authority if and as needed.
- 6.8 Each Participant will implement appropriate technical and organisational measures to safeguard Protected Data against any Data Security Breach. Such measures shall be proportionate to the harm which might result from any such Data Security Breach (and having regard to the nature of the Protected Data in question).
- 6.9 The Particulars of the Protected Data are set out in Appendix 1 (Data Sharing Particulars).
- 6.10 The Receiving Participant will only process Protected Data necessary and in accordance with the Purpose and shall process Protected Data for the Purpose (and in accordance with this MRA, except with the prior written agreement of the Disclosing Participant or where applicable law strictly requires).

- 6.11 Each Participant agrees to only process the Protected Data for as long as reasonably necessary for the Purpose. Nothing in this Section will prevent a Participant from retaining and processing Protected Data in accordance with any statutory retention periods applicable to that Participant.
- 6.12 Each Participant (the "Appointing Participant") may appoint one or more third party Processors to process the Protected Data on its behalf, provided that the Processor provides sufficient guarantees that it will implement appropriate technical and organisational measures to process the Protected Data in compliance with Data Protection Laws and the Processor enters a written contract with the Appointing Participant that: (i) requires the Processor to process the Protected Data only on instructions from the Appointing Participant; (ii) requires the Processor to implement appropriate technical and organisational measures to protect the Protected Data against a Data Security Breach; and (iii) conforms with Data Protection Laws in all other respects.
- 6.13 The Participants acknowledge that their respective legal frameworks provide a suitable level of protection for the Protected Data. Where Protected Data is transferred outside of a Disclosing Participant's jurisdiction, the Disclosing Participant will comply with any international transfer requirements set out in their respective legal framework.
- 6.14 If during the term of this MRA, the Data Protection Laws change in a way that this Section is no longer adequate or appropriate for compliance with the Data Protection Laws, the Participants agree that they shall negotiate in good faith to review this Section in light of the current Data Protection Laws and amend as appropriate.

7. Limitations

- 7.1 Nothing in this MRA limits the ability of the ARB, or any Canadian licensing authority to refuse to register/licence an architect, remove an architect from the register or rescind their licence, or impose terms, conditions or restrictions on an architect's registration/licence, as a result of complaints or disciplinary or criminal proceedings relating to the competency, conduct, or character of that architect where such action falls within their responsibilities.
- 7.2 Nothing in this MRA limits the ability of the ARB, or any provincial or territorial licensing authority to seek appropriate evidence of any matter pertaining to complaints or disciplinary or criminal proceedings relating to the competency, conduct, or character of an architect or the eligibility of an applicant under this MRA.
- 7.3 This MRA relates solely to the registration/licensure of architects who meet the eligibility requirements (Section 1) and conditions (Section 2). The Participants make no commitments under this MRA to involve themselves in Government requirements in relation to immigration or access to the employment marketplace.
- 7.4 In the event of any conflict between the terms of this MRA and the law applicable to each of the Participants, the law will prevail.

- 8. Rights of Third Parties**
The Participants decide that this MRA does not confer rights and remedies upon any eligible architect or any other third party, and no person other than the Participants has any rights or remedies under this MRA.
- 9. Amendment**
9.1 This MRA may only be amended with the written consent of the Participants.
9.2 This MRA will be subject to periodic review. The first periodic review will commence no later than three years after it comes into operation. This review will include, but is not limited to, the consideration of the eligibility requirements and conditions within scope of the MRA.
- 10. No Assignment**
10.1 A Participant cannot assign their rights under this MRA without the prior written consent of the other Participant.
10.2 For greater certainty, a reference to a provincial or territorial licensing authority in Canada ('a Canadian licensing authority') includes a reference to any entity, board or regulator that assumes the legal role and responsibility to regulate an architect registered/licensed by that individual provincial or territorial licensing authority under the relevant legislation, and a restructure of an individual licensing authority will not be deemed an assignment under this MRA.
- 11. Withdrawal and termination**
11.1 Any Participant may withdraw from this MRA with 90-days written notice. The Participants accept that:
11.1.1 where ARB or ROAC gives notice, upon the expiry of such notice this MRA will cease to operate and be terminated; or
11.1.2 where a Canadian licensing authority wishes to withdraw, it will communicate this to ROAC, ROAC will give notice, upon the expiry of such notice this MRA will cease to operate and be terminated for that licensing authority. The MRA will remain valid for the ARB and the remaining Canadian licensing authorities. The Participants may jointly decide amendments to this MRA to reflect that withdrawal.
11.2 The Participants may decide in writing that the operation of this MRA should terminate on such date as they may decide.
11.3 Termination of this MRA, whether by withdrawal or agreement, will have no effect on registrations previously made under its terms.
- 12. Status**
This MRA is not legally binding. The Participants enter into this MRA intending to honour all their commitments.
- 13. Notices**
Any notice required by this MRA may be given by email to all of the members of the Monitoring Committee referred to in Section 4.
- 14. Commencement**
This MRA will come into operation on a date agreed by the Participants, which must be no later than six months following the signature of the MRA.

**Signature page for the MUTUAL RECOGNITION AGREEMENT between the
ARCHITECTS REGISTRATION BOARD and the REGULATORY ORGANIZATIONS
OF ARCHITECTURE IN CANADA / REGROUPEMENT DES ORDRES
D'ARCHITECTES DU CANADA**

ARB

ROAC (representing the 11 provincial and territorial architectural licensing authorities in Canada: Architectural Institute of British Columbia ('AIBC'); 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; and Northwest Territories Association of Architects)



23 April 2025
Chief Executive and Registrar
Hugh Simpson



23 April 2025
ROAC Board Chair
Ian Ross McDonald, Architect AIBC



23 April 2025
Witness, Chair
Alan Kershaw



23 April 2025
Witness, International Mobility
Committee Chair
Scott Kemp, Architect AIBC

APPENDIX 1

DATA SHARING PARTICULARS

1. Data Subjects

The Protected Data concerns the following categories of Data Subjects:

- 1.1 Individuals who claim to be registered/licensed as architects:
 - 1.1.1 in the UK by the ARB; and
 - 1.1.2 in Canada by a Canadian licensing authority.

2. Purposes of the sharing

- 2.1 The ARB is sharing the Protected Data with ROAC to allow each Canadian licensing authority to verify the accreditation of UK-registered architects that wish to work as architects in its province or territory. The AIBC will initially receive the Protected Data, acting as a passporting body, AIBC will then, unless it pertains to practice within British Columbia, share the Protected Data with the relevant Canadian licensing authority.
- 2.2 The ARB may also share Protected Data with ROAC in connection with specific queries that a Canadian licensing authority has during the course of a UK-registered architect's time working in its province or territory (e.g. disciplinary issues). The AIBC will initially receive the Protected Data and, unless it pertains to practice within British Columbia, acting as a passporting body will then share it with the relevant Canadian licensing authority.
- 2.3 ROAC will share the Protected Data with the ARB in order to allow the ARB to verify the accreditation of Canada-registered/licensed architects that wish to work as architects in the UK. The AIBC will initially receive the Protected Data from the relevant Canadian licensing authority, unless it pertains to registration in British Columbia, and acting as a passporting body, AIBC will then share the Protected Data with the ARB.
- 2.4 ROAC may also share Protected Data with the ARB in connection with specific queries that the ARB has during the course of a Canadian-registered/licensed architect's time working in the UK (e.g. disciplinary issues). The AIBC will initially receive the Protected Data from the relevant Canadian licensing authority, unless it pertains to practice in British Columbia, and acting as a passporting body, AIBC will then share the Protected Data with the ARB.

3. Categories of data

The Protected Data includes the following categories of data:

- 3.1 full name;
- 3.2 address;
- 3.3 email address;
- 3.4 telephone number;
- 3.5 ARB or provincial or territorial licensing authority Registration Number (as appropriate);
- 3.6 date on which individual was registered/licensed or re-registered/re-licensed as an architect;

- 3.7 qualifications held by the individual (to the extent that these fall within the scope of this MRA);
- 3.8 if requested, details of disciplinary procedures;
- 3.9 details if individual is no longer of good standing, including reasons.

4. Recipients

The Protected Data may be disclosed only to authorized employees of ROAC, the Canadian licensing authorities, and the ARB (as appropriate) except as otherwise required or authorized by law.

5. Sensitive data (if appropriate)

The Personal Data transferred concerns sensitive data if the ARB is required to inform ROAC, or a Canadian licensing authority of details of disciplinary procedures or reasons for which an individual is no longer of good standing, these reasons may include details of a criminal conviction or similar.

APPENDIX 2

LISTED QUALIFICATIONS

ARB Listed Qualifications

The ARB maintains a list of current accredited qualifications on their website
Schedule 1 Qualifications & Examinations recognised by the Board (arb.org.uk)

ROAC Listed Qualifications

The CACB maintains a list of current accreditations, as well as information about modes of certification, on their website <https://cacb.ca/accredited-programs/>