

AN AGREEMENT REGARDING THE
MUTUAL RECOGNITION OF
REGISTERED/LICENSED SURVEYORS
IN THE JURISDICTIONS OF

CANADA, THE UNITED STATES OF AMERICA, AND
THE UNITED MEXICAN STATES

Table of Contents

| | |
|---|----------|
| PART I. GENERAL | 1 |
| I. PREAMBLE | 1 |
| II. REPRESENTATIVE SURVEYING ORGANIZATIONS..... | 1 |
| III. DEFINITIONS..... | 1 |
| IV. CITIZENSHIP & RESIDENCY REQUIREMENTS | 3 |
| V. IMMIGRATION & VISA ISSUES | 4 |
| VI. DISCIPLINE & ETHICS..... | 4 |
| VII. LIABILITY INSURANCE..... | 4 |
| VIII. LICENSE (LICENSURE) | 4 |
| IX. CONTINUING EDUCATION | 4 |
| X. DISPUTE RESOLUTION..... | 4 |
| XI. RATIFICATION & IMPLEMENTATION..... | 5 |
| XII. SUNSET REVIEW & WITHDRAWAL..... | 5 |
| | |
| PART II. LAND SURVEYING (Boundary Line Determination)..... | 6 |
| I. PREAMBLE | 6 |
| II. LICENSE..... | 6 |
| III. DISCIPLINE & ETHICS..... | 6 |
| IV. LIABILITY INSURANCE..... | 6 |
| V. LAWSUITS | 6 |
| VI. CONTINUING EDUCATION | 6 |
| | |
| PART III. EXPANDED AREAS OF SURVEYING & MAPPING (Geomatics)..... | 7 |
| I. PREAMBLE | 7 |
| II. LICENSE..... | 7 |
| III. LAWSUITS | 7 |
| | |
| PART IV. APPENDIX | 8 |
| I. APPENDIX A – Schedule A | 8 |
| II. APPENDIX B – Schedule B..... | 9 |

AN AGREEMENT REGARDING THE
MUTUAL RECOGNITION OF
REGISTERED/LICENSED SURVEYORS
IN THE JURISDICTIONS OF

CANADA, THE UNITED STATES OF AMERICA, AND
THE UNITED MEXICAN STATES

TO FACILITATE MOBILITY IN ACCORDANCE WITH
THE NORTH AMERICAN FREE TRADE AGREEMENT

PART I. GENERAL

I. PREAMBLE

The North American Free Trade Agreement encourages “the relevant bodies in their respective territories to develop mutually acceptable standards and criteria for licensing and certification of professional service providers and to provide recommendations on mutual recognition to the (NAFTA) Commission”. The key element of the agreement is reciprocity. Neither party can impose conditions which are unreasonable for the other to meet.

Within the spirit and context of the NAFTA, this document sets out standards, criteria, procedures and measures for mutual recognition which:

- a. are based on objective and transparent criteria, such as competence and the ability to provide a service;
- b. are not more burdensome than necessary to ensure the quality of a service; and
- c. does not constitute a disguised restriction on the cross-border provision of a service.”

Provisions under this document apply to nationals of Canada, the United States of America, and the United Mexican States who are licensed to practice surveying in their respective jurisdictions.

The circle of influence will be to include persons who hold a license, certificate of registration or such other named instrument to prove competency in survey or geomatic activities. The survey or geomatic activity of such persons is all encompassing and may include those activities sometimes pursued by engineers, planners, environmentalists, geologists, photogrammetrists, hydrographers, and geographic information system consultants.

II. REPRESENTATIVE SURVEYING ORGANIZATIONS

The development of enabling procedures for cross-border trade in surveying services has been undertaken by the Representative Surveying Organization(s) from each of Canada, the United States of America and the United Mexican States.

III. DEFINITIONS

“NAFTA” means the North American Free Trade Agreement, Chapter 12-

“FECITEUM, A. C.” means the Federation de Colegios de Ingenieros Topógrafos de Los Estados Unidos Mexicanos A. C.

“NSPS” means the National Society of Professional Surveyors.

“CCLS” means the Canadian Council of Land Surveyors.

“Host Jurisdiction” means the jurisdiction to which a surveyor applies for reciprocal recognition under the terms of this document.

“Jurisdiction” means

- a. a state or territorial surveying licensing board in the United States of America,
- b. a provincial or territorial professional surveying association in Canada referred to as either an association, a corporation, or Ordre and includes the Association of Canada Lands Surveyors (ACLS), and
- c. a state or federal licensing board in the United Mexican States.

“Licensing” means the process by which a person obtains the legal right to practice land (or professional) surveying and the use of the appropriate professional credentials.

“Land Surveyor” means a licensed professional with the academic qualifications and technical expertise who is trained in the relevant aspects of the law pertaining to evidence and real property, and who is trained to practice the science of measurement, to assemble and assess land and geographic related information, to use that information for the purpose of planning and implementing the efficient administration of the land, the sea, and structures thereon, and to instigate the advancement and development of the practices. As used in this document, the term “land surveyor”, shall include “surveyor”, “geomatics professional”, or other similarly used title.

“Practice of Land Surveying” without limiting the generality thereof, means the measurement of land and appurtenances thereto, and the providing of services:

- a. to determine the size and shape of the earth and the measurement of all data needed to define the size, position, shape, and contour of any part of the earth;
- b. to position objects in space and to position and monitor physical features, structures, and engineering works on, above, and below the surface of the earth;
- c. to determine, locate, define, describe, establish, or re-establish boundaries delineating the physical extent of land, an interest in land, and things attached to land so as to become part of it;
- d. to determine and certify the location on land relative to the boundaries thereof, of any natural or man-made feature, for the purpose of ascertaining from the location of such features, any legal right or legal obligation on the land or its owners; including but not limited to the advising on, reporting on, conducting of, or supervising the conducting of, and recording of land surveys for boundaries of areas of land and the consolidating, dividing, or subdividing of land, including any road right of way, easement, or alignment and advising on the rules and regulations incidental thereto;
- e. the integration of any monument, either directly or indirectly, with a network of geodetic points of any order of precision and the determination of horizontal and/or vertical coordinate values for the monument when those values are used in the development or maintenance of a land information system, or a geographic information system, and the coordinates are for the purpose of defining a boundary;
- f. the establishment of control points for the purpose of carrying out any of the activities described in this subsection of paragraphs (a) to (d);
- g. the preparation of maps, plans and documents in any format; and
- h. the giving of advice with respect to land surveying evidence.

Where there is a difference between the definition of the “Practice of Land Surveying” as stated within this document and as stated within the regulatory instruments governing surveying in the host jurisdiction, insofar as it does not contradict or contravene the spirit of this agreement, the host jurisdiction’s definition will prevail.

“Geomatics” means a field of activities which, using a systematic approach, integrates all the means used to acquire and manage spatial data required as part of scientific, administrative, legal and technical operations involved in the process of the production and management of spatial information. These activities include, but are not limited to, land surveying, topographic mapping, control surveying, engineering/construction surveying, site improvements surveying, geodesy, hydrography, land information management, mining surveying, photogrammetry, remote sensing, land use planning, identifying geological and cartographical features, and environmental studies.

“Boundary Line Determination” means;

“that part of the practice of land surveying that deals with:

- a. determining, locating, defining, describing, establishing, or re-establishing boundaries delineating the physical extent of land, an interest in land, and things attached to land so as to become part of it;
- b. determining and certifying the location on land relative to the boundaries thereof, of any natural or man-made feature, for the purpose of ascertaining from the location of such features, any legal right or legal obligation on the land or its owners;

and includes:

- c. the advising on, reporting on, conducting of, or supervising the conducting of, and recording of land surveys for boundaries of areas of land and the consolidating, dividing, or subdividing of land, including any road right of way, easement, or alignment and advising on the rules and regulations incidental thereto; and
- d. the giving of advice with respect to land surveying through the examination of historical, cultural, physical, and jurisdictional evidence.”

“RSO(s)” means Representative Surveying Organization(s), either jointly or severally.

“Panel” means a body consisting of six (6) licensed land surveyors, two (2) appointed by each RSO.

“Schedule A” is the list of the RSO’s bearing the signatories of those officers of the negotiating organizations authorized to acknowledge their acceptance of the current agreement.

“Schedule B” means the list of the jurisdictions from each country that have accepted the provisions of this agreement.

IV. CITIZENSHIP & RESIDENCY REQUIREMENTS

No jurisdiction which is a signatory to this agreement shall require a service provider from another jurisdiction:

- a. to establish or maintain a representative office or any other form of enterprise, or to be resident, in its territory; or
- b. to be a citizen of its territory;

as a condition for the provision of cross-border services or for the issuance of a license for the provision of services allowed by this agreement.

V. IMMIGRATION & VISA ISSUES

Compliance with the provisions of this agreement does not preclude the need to conform to applicable immigration and visa requirements.

VI. DISCIPLINE & ETHICS

The practice of land surveying in each host jurisdiction shall be governed by the existing statutes, regulations, and bylaws relevant to the practice in that jurisdiction. In the event a licensee is found guilty of performing boundary line determination on a limited license as provided in PART III of this document, the suggested penalty should include, but not be limited to, the revocation of said license.

VII. LIABILITY INSURANCE

Where applicable a surveyor must hold professional liability insurance and show proof of same before working in another jurisdiction.

VIII. LICENSE (LICENSURE)

Nothing in this document shall preclude any individual from pursuing a license as referred to in PART II herein, in any jurisdiction through the exercise of existing procedures. The RSO(s) agree to use their best efforts to ensure that the jurisdictions and authorities within their purview provide all required information in a timely manner.

IX. CONTINUING EDUCATION

Responsibility for continuing education rests with the individual surveyor who must comply with all local jurisdictional requirements.

X. DISPUTE RESOLUTION

RSO(s)

RSO(s) shall at all times endeavour to agree on the interpretation and application of this document, and shall make every attempt through cooperation and consultation to arrive at a mutually satisfactory resolution of any matter that might affect its operation.

Any RSO may:

- a. request, in writing, consultations with another RSO regarding any actual or proposed measure or any other matter that it considers might affect the operation or interpretation of this document; or
- b. call for a panel to be appointed to hear disputes, to deal with new issues which may arise, and to conduct hearings to deal with activities of a host jurisdiction which is alleged to be in conflict with this agreement.

The panel may jointly select a voting chair from amongst its members or may appoint an individual independent of the panel.

To adjudicate a dispute the panel shall convene a meeting within sixty (60) days of notice of same and provide a written decision within one hundred and eighty (180) days therefrom.

The decision of the panel may include:

- a. opinions with respect to the issues;

- b. directives for specific actions;
- c. recommendations to modify the document where the document is unclear or misleading or yielding unintended results. (Clarifications to wording by the addition of interpretive statements or editorial changes shall not require ratification; other changes will.)

Where an RSO fails to act in accordance with a directive from the panel within ninety (90) days, the RSO shall be notified of its potential deletion from Schedule A. In such case, the RSO may request, in writing, within ninety (90) days, a review of the decision by a new panel. A new panel shall be appointed within sixty (60) days of the notice in writing by the RSO to do so. If the decision of the new panel is not accepted by the RSO, the RSO may propose to the appropriate national authority that the dispute be resolved in accordance with Chapter XX of the North American Free Trade Agreement.

An RSO which has been deleted from Schedule A for failure to follow a directive, may apply for reinstatement upon evidence of compliance.

JURISDICTIONS

Where a jurisdiction fails to act in accordance with a directive from the panel within ninety (90) days, the jurisdiction shall be notified of its potential deletion from Schedule B. In such case, the jurisdiction may request, in writing, within ninety (90) days, a final review of the decision by a new panel. If the decision of the new panel is not accepted by the jurisdiction, the jurisdiction may propose to the appropriate national authority that the dispute be resolved in accordance with Chapter XX of the North American Free Trade Agreement.

A jurisdiction, which has been deleted from Schedule B for failure to follow a directive, may apply for reinstatement upon evidence of compliance.

XI. RATIFICATION & IMPLEMENTATION

The RSO(s) agree to use their best efforts to obtain ratification of this document. The RSO(s) agree to submit this document to the jurisdictions within their purview and to use their best efforts to obtain its timely implementation. The RSO(s) agree to provide each national section of the Free Trade Commission Secretariat a regularly updated list of jurisdictions that have implemented the provisions. Schedule B shall be the list of such jurisdictions.

The provisions of this document will apply to jurisdictions listed on Schedule B who have implemented the provisions. Applicants from jurisdictions listed on Schedule B will be accorded the treatment set forth herein.

XII. SUNSET REVIEW & WITHDRAWAL

The RSO(s) shall convene a meeting at least every three (3) years to review and update the status of implementation and the effectiveness of the document and to recommend changes as required.

An RSO may withdraw from the provisions of this agreement and no longer be party to this agreement twelve (12) months after it provides written notice of its withdrawal to the other RSO(s). All jurisdictions within the geographical area represented by its RSO are automatically withdrawn from this agreement. A jurisdiction may withdraw from the provisions of this agreement and no longer be party to this agreement twelve (12) months after it provides written notice of withdrawal to its RSO(s).

Land Surveyors from other jurisdictions in good standing who are presently practicing in a host jurisdiction seeking withdrawal shall be allowed to continue to practice.

If an RSO withdraws, the document shall remain in force for the remaining RSO(s).

PART II. LAND SURVEYING (Boundary Line Determination)

I. PREAMBLE

This section addresses that part of surveying and mapping functions referred to as BOUNDARY LINE DETERMINATION which can be undertaken only by licensed land surveyors because of statutory or regulatory restrictions and requirements. It is a unique professional activity because it is entirely jurisdiction-dependent. The evaluation of evidence for boundary line determination is dependent upon the history, culture, physical geography, and law of a particular jurisdiction.

II. LICENSE

Land Surveyors who practice boundary line determination, which is exclusively restricted and controlled by statute or regulation, must hold a valid license issued by or on behalf of the jurisdiction in which the practice is undertaken.

III. DISCIPLINE & ETHICS

The licensing authority of a jurisdiction will take appropriate disciplinary action if a land surveyor violates the code of ethics or standards of conduct and practice of that jurisdiction. Each jurisdiction shall promptly report sanctions to all other jurisdictions in which the land surveyor is licensed to practice.

Each land surveyor shall ensure that each jurisdiction is kept informed of all other jurisdictions in which he or she is licensed. An application for a license must include disclosure of sanctions in other jurisdictions.

Failure to fully disclose or provide any of the required information may be the basis for denial or removal of the right to practice covered by the definition of land surveying, or other sanctions.

IV. LIABILITY INSURANCE

It is the responsibility of the individual land surveyor to maintain appropriate professional liability insurance and where statutory standards are maintained by a host jurisdiction, professional liability insurance will be a requirement in any such jurisdiction.

V. LAWSUITS

Lawsuits will be instigated by aggrieved persons in the jurisdiction in which loss or damage was suffered. The normal process of law shall govern the process.

VI. CONTINUING EDUCATION

It is the responsibility of the individual land surveyor to maintain appropriate professional competence through continuing education and where statutes, regulations, bylaws, or minimum standards are maintained by a host jurisdiction, continuing education will be a requirement in any such jurisdiction.

PART III. EXPANDED AREAS OF SURVEYING & MAPPING (Geomatics)

I. PREAMBLE

This section addresses all surveying and mapping functions and all peripheral activities relating to surveying and mapping, referred to in Canada as “Geomatics”, which are undertaken by such licensed land surveyors except BOUNDARY LINE DETERMINATION. These functions include but are not limited to hydrography, engineering surveys, geographic information systems, land information systems, cadastral system development, photogrammetry, and environmental assessment.

II. LICENSE

Where a license is required by a host jurisdiction for any function or service referred to explicitly or implicitly in this PART, the holding of a license by the land surveyor in any jurisdiction covered by this agreement shall be the sole criteria for obtaining a license in the host jurisdiction to perform any of the functions referred to in this PART.

Where a license is not required by a host jurisdiction for any function or service referred to explicitly or implicitly in this PART, the holding of a license by the land surveyor in any jurisdiction covered by this agreement shall also be accepted in said host jurisdiction for said function or service.

Subject to the restrictions contained in PART II and without limiting the generality of the following, a license under PART III shall mean any license, permit, certificate, registration, certificate of registration and any other document or instrument which authorizes the person named thereon to practice surveying or land surveying as defined under PART 1. Each jurisdiction is obliged to examine the process of granting such a license before signing Schedule B to this agreement.

Any licensee who is permitted to practice under this section and who holds a license from a NAFTA jurisdiction that is a signatory to Schedule B becomes qualified upon the execution of Schedule B by the host jurisdiction except that a host jurisdiction may require satisfactory evidence that the licensee is currently authorized to practice without restriction in the licensee’s home jurisdiction.

III. LAWSUITS

Lawsuits will be instigated by aggrieved persons in the jurisdiction in which loss or damage was suffered. The normal process of law would govern the process.

PART IV. APPENDIX

I. APPENDIX A – Schedule A

| <i>Schedule A</i> | | |
|--|--|---|
| COUNTRY United States of America | COUNTRY Canada | COUNTRY United Mexican States |
| R.S.O. National Society of Professional Surveyors | R.S.O. Canadian Council of Land Surveyors Conseil Canadien des Arpenteurs – Géomètres | R.S.O. Federación de Colegios de Ingenieros Topógrafos de los Estados Unidos Mexicanos A.C. |
| <hr/> President NSPS | <hr/> Signed by Greg Browne <hr/> President CCLS | <hr/> Presidenté FECITEUM A.C. |
| <hr/> Witness | Original on File at CCLS Office <hr/> Witness | <hr/> Witness |

(REV 7)

II. APPENDIX B – Schedule B

| <i>Schedule B</i> | | |
|--------------------------------|--|-----------------------|
| COUNTRY | COUNTRY | COUNTRY |
| United States of America | Canada | United Mexican States |
| JURISDICTIONS | JURISDICTIONS | JURISDICTIONS |
| STATE BOARDS | ASSOCIATIONS | COLEGIOS |
| 55 +/- State Affiliates listed | 10 Provincial and One Canada Lands Surveying Associations listed | 31 States listed |

DRAFT

(REV 7)