

On Tuesday, April 2, 1996, Bonnie Maples MAIBC, President of the Architectural Institute of BC, and Linda Thorstad PGeo, President of the Association of Professional Engineers and Geoscientists of BC, met at the APEGBC offices to formally sign a revised Memorandum of Agreement (MoA) between the two Associations. The signing culminates over six months of negotiations between APEGBC and AIBC, and recognizes both

common and unique architectural and engineering applications in the design of smaller structures.

This revised MoA replaces the previous agreement signed in 1985. It is presented here for the information and guidance of members who design industrial, commercial and residential structures

# MEMORANDUM OF AGREEMENT

between



The Association of  
PROFESSIONAL ENGINEERS  
AND GEOSCIENTISTS  
of the Province of British Columbia

and



ARCHITECTURAL  
INSTITUTE  
OF BRITISH COLUMBIA

Whereas each recognizes the other as an honoured and learned profession of equal merit whose close cooperation is essential for the benefit of the public, and in order to ensure that the special knowledge, skills and training of each profession are properly available to the public, the following points have been duly agreed upon by the Association of Professional Engineers and Geoscientists of British Columbia (APEGBC) and the Architectural Institute of British Columbia (AIBC) concerning the scope and practice of architecture and engineering for buildings.

## Principles Governing the Practice of Engineering and Architecture

- 1 (a) Except as provided herein, *Engineers* shall confine their professional activity to the practice of engineering and *Architects* to the practice of architecture.
- (b) *Engineers* and *Architects* are obligated to practise with professional integrity in their areas of competence in all types and sizes of *buildings* to the prevailing professional standards.

## Definitions

- 2 In this Memorandum of Agreement
  - (a) **Architect** means an individual registered as an *Architect* under the *Architects Act*.
  - (b) **Architectural and Engineering Firm** means a proprietorship, partnership or corporation that is entitled to engage in the practice of architecture or the practice of engineering under the *Architects Act* or the *Engineers and Geoscientists Act*, as the case may be, and whose practice, if not so confined, involves the design of *buildings* and is satisfactory to the *Joint Practice Board*.
  - (c) **Architectural Firm** means a proprietorship, partnership or corporation that is entitled to engage in the practice of architecture under the *Architects Act* and whose practice is the provision of architectural consulting services.
  - (d) **Assembly Occupancy** means the *occupancy* or use of a *building*, or part thereof, by a gathering of persons for civic, political, travel, religious, social, educational, recreational or like purposes, or for the consumption of food or drink.
  - (e) **Building** means any structure used or intended for supporting or sheltering any use or *occupancy*.
  - (f) **Certificate of Joint Practice** means a document issued either by APEGBC or AIBC respectively to individuals, proprietorships, partnerships and corporations to authorize practice in the design of *buildings* and, providing the conditions imposed on granting of the *Certificate* remain unchanged, shall remain valid for one (1) year from the date of issuance.
  - (g) **Coordinating Registered Professional** means the *Architect* or *Engineer* retained to coordinate all the design and field reviews of the *Architects* and *Engineers* retained on a *building*.
  - (h) **Engineer** means an individual registered as a Professional Engineer under the *Engineers and Geoscientists Act*.
  - (i) **Engineering Firm** means a proprietorship, partnership or corporation that is entitled to engage in the practice of engineering under the *Engineers and Geoscientists Act* and whose practice is the provision of engineering consulting services.
  - (j) **Industrial Occupancy** means the *occupancy* or use of a *building*, or part thereof, for the assembling, fabricating, manufacturing, processing, repairing or storing of goods and materials.
  - (k) **Joint Practice Board** means a body established jointly by APEGBC and AIBC under Article 14.
  - (l) **Major Occupancy** means the principal *occupancy* for which a *building*, or part thereof, is used or intended to be used, and is deemed to include the subsidiary *occupancies*, which are an integral part of the principal *occupancy*.
  - (m) **Occupancy** means the use or intended use of a *building*, or part thereof, for the shelter or support of persons, animals or property.

- (n) **Prime Consultant** means the individual, proprietorship, partnership or corporation who or which is directly responsible to a client for the execution of architectural and engineering work performed in the design and field review of a *building*.

### Principles Governing the Joint Practice of Engineering and Architecture

- 3 (a) In the design of *buildings*, *Engineering Firms* shall have a *Certificate of Joint Practice* from AIBC if their professional activity includes the practice of engineering and architecture; *Architectural Firms* shall have a *Certificate of Joint Practice* from APEGBC if their professional activity includes the practice of architecture and engineering.
- (b) *Engineers* may be employed by *Architects* and *Architectural Firms* and *Architects* may be employed by *Engineers* and *Engineering Firms*.

### Principles Governing the Choice of Prime Consultant and Coordinating Registered Professional

- 4 (a) A client is free to select the *Prime Consultant* of the client's choice.
- (b) A client is free to select the *Coordinating Registered Professional* of the client's choice.

### Building Occupancies

- 5 *Building occupancies* for which any architectural services provided by an *Engineer* shall be deemed to be incidental and ancillary to the practice of engineering are:
- (a) *Major industrial occupancies*, which may include up to 275 m<sup>2</sup> of floor area of a subsidiary assembly occupancy or up to 600 m<sup>2</sup> of floor area of any other subsidiary occupancy.
- (b) *Major industrial occupancies* of an individual tenancy within a multi-tenant *building*, which may include up to 275 m<sup>2</sup> of floor area of a subsidiary assembly occupancy or up to 600 m<sup>2</sup> of floor area of any other subsidiary occupancy.
- Nothing in this clause shall permit an *Engineer* to enable someone who is not an *Architect* or an *Engineer* to provide architectural services.
- 6 *Buildings* for which any engineering services provided by an *Architect* shall be deemed to be incidental and ancillary to the practice of architecture are:
- (a) *Buildings* of business and personal services, mercantile, medium-hazard industrial or low-hazard industrial occupancy up to a maximum of two storeys in *building* height and up to 600 m<sup>2</sup> of floor area; and
- (b) *Buildings* of residential occupancy up to a maximum of three storeys in *building* height and up to 600 m<sup>2</sup> of floor area.
- Nothing in this clause shall permit an *Architect* to provide engineering services for components that require structural design, as opposed to selection from building code tables.
- 7 For *building occupancies* other than those covered by Articles 5 and 6, whose design and field review require, by law, the services of both *Architects* and *Engineers*:
- (a) *Architects* will be required to provide architectural services other than those that are necessarily incidental and ancillary to the engineering work.
- (b) *Engineers* will be required to provide engineering services other than those that are necessarily incidental and ancillary to the architectural work.
- Nothing in paragraphs 7(a) and 7(b) above shall prevent an *Architect* or *Engineer* from showing on drawings the engineering or architectural aspects necessary for coordination purposes.
- 8 (a) An *Engineer's* entitlement to provide incidental and ancillary architectural services shall not permit an *Engineer* to perform all architectural services in connection with a *building* requiring the services of both professions.
- (b) An *Architect's* entitlement to provide incidental and ancillary engineering services shall not permit an *Architect* to perform all engineering services in connection with a *building* requiring the services of both professions.

### Signing and Sealing of Drawings

- 9 (a) Architectural drawings for *buildings* shall be signed and sealed by an *Architect* (except as permitted under Article 5).
- (b) Engineering drawings for *buildings* shall be signed and sealed by an *Engineer* (except as permitted under Article 6).

### The Practice of Engineering and Architecture by Architectural Firms

- 10 An *Architectural Firm* shall be entitled to a *Certificate of Joint Practice* from APEGBC provided that it employs on a full-time basis one or more *Engineers* who shall take responsibility for engineering work. The *Certificate of Joint Practice* granted under these circumstances entitles the *Architect* or *Architectural Firm* to hold themselves out as *Architect(s)* and *Engineer(s)*.

### The Practice of Engineering and Architecture by Jointly Owned Firms

- 11 A proprietorship, partnership or corporation owned by *Engineers* and *Architects* who are, respectively, members of APEGBC and AIBC, is entitled to practise both engineering and architecture under the *Engineers and Geoscientists Act* and the *Architects Act*.

## **The Practice of Engineering and Architecture by Engineering Firms**

- 12 An *Engineering Firm* shall be entitled to a *Certificate of Joint Practice* from AIBC provided that it employs on a full-time basis one or more *Architects* who shall take responsibility for architectural work. The *Certificate of Joint Practice* granted under these circumstances entitles the *Engineer* or *Engineering Firm* to hold themselves out as *Engineer(s)* and *Architect(s)*.

## **Disciplinary Provisions**

- 13 (a) An *Architectural Firm* that has been issued a *Certificate of Joint Practice* by APEGBC to practise engineering shall be subject to the disciplinary provisions of the *Engineers and Geoscientists Act*, Bylaws and Code of Ethics.  
(b) An *Engineering Firm* that has been issued a *Certificate of Joint Practice* by AIBC to practise architecture shall be subject to the disciplinary provisions of the *Architects Act*, Bylaws and Code of Ethics.  
(c) A *Certificate of Joint Practice* issued by AIBC or APEGBC to a proprietorship, partnership or corporation may be revoked for cause by the issuing authority.

## **The Joint Practice Board**

- 14 Concurrent with the execution of this Memorandum of Agreement, there shall be instituted a *Joint Practice Board* authorized to deal with matters of common concern and jurisdiction and to make recommendations to AIBC and APEGBC. The *Board* shall be composed of an equal number of *Architects* and *Engineers* appointed by AIBC and APEGBC respectively. The Chair shall be appointed by mutual consent. Each member of the *Joint Practice Board* shall have one vote.
- 15 The terms of reference of the *Joint Practice Board* shall include:
- (a) working on matters of interprofessional relations, including, for example, the coordination and publication of guidelines, standards, criteria and performance standards in the field of building design and construction, formulated either jointly or severally by AIBC and APEGBC;
  - (b) reviewing the terms of this Agreement and, from time to time as necessary, recommending changes to the points of this Agreement for consideration by the Councils of AIBC and APEGBC; and
  - (c) such other matters as may be decided from time to time by AIBC and APEGBC together.

## **Modification of this Memorandum of Agreement**

- 16 It is agreed that this Memorandum of Agreement may be modified at any time by mutual consent of the Councils of AIBC and APEGBC.

## **Terms of this Memorandum of Agreement**

- 17 This Memorandum of Agreement shall remain in force by the mutual consent of the Councils of AIBC and APEGBC.

## **Implementation of this Memorandum of Agreement**

- 18 (a) It is understood by AIBC and APEGBC that amendments to the *Architects Act* and the *Engineers and Geoscientists Act* will be required in concert to facilitate enforcement of this or a subsequent Memorandum of Agreement.  
(b) It is understood and agreed that the success and effectiveness of this Memorandum of Agreement will depend largely on goodwill between AIBC and APEGBC.  
(c) It is understood and agreed that (while some situations will be resolved on their own merit) AIBC and APEGBC generally will view contravention of the other association's statute to constitute unprofessional conduct.

Entered into this 2nd day of April, 1996 at Burnaby, British Columbia.

On behalf of the Councils of the

**Association of Professional Engineers  
and Geoscientists of British Columbia**

Linda Thorstad PGeo  
President

**Architectural Institute of  
British Columbia**

Bonnie Maples MAIBC  
President