

Athletic Training and Therapy
International Mutual Recognition Agreement

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (Agreement) is entered into by and between Athletic Rehabilitation Therapy Ireland (ARTI), Board of Certification, Inc. (BOC), and the Canadian Athletic Therapists Association (CATA), collectively referred to in this memorandum as “the Parties”.

A. Purpose of the MOU

To establish the rights, roles and responsibilities of the Parties in the mutual recognition of certificants for the purpose of satisfying the eligibility requirement to write the examination(s) of another.

B. History

In 2005 the BOC and the CATA signed a mutual recognition arrangement for the athletic therapy and athletic training professions. The result was an agreement to recognize that any individual being verified and in “good standing” or having maintained their certification status by another Party is eligible to apply for the certification examination process of another Party. In 2012 ARTI petitioned for their credential holders to be similarly recognized by the BOC and CATA.

C. Acknowledgements

1. No Party to this Agreement can engage in a reciprocity or mutual recognition arrangement with another organization without the written consent of all Parties.
 - a. The addition of an additional party to this Agreement will follow a process agreeable to all current Parties and will include a thorough and comprehensive review similar in fashion to the process described in Exhibit A. (*the current timeline and evaluation tool presented to the Boards*)
2. This Agreement for recognition of credentials is for the purpose of determining eligibility to challenge each organization’s certifying examination and does not in any way; ensure employment or licensure of an individual who is successful on said exam. It is understood by the Parties that State, Provincial and/or Federal regulations supersede this Agreement.

D. Roles and Responsibilities of the Parties

1. Each party will designate a key individual as their primary representative to the Mutual Recognition Working Group (Group).
2. The Group will develop the terms of reference for the committee within the first six months of this Agreement to be ratified by each Party to the Agreement.
3. The Group will audit the Parties to ensure that the following information is publicly available to candidates:
 - a. Content outline for the exam
 - b. Exam development and scoring information
 - c. Candidate Handbook
 - d. Information on jurisdiction specific learning for successful completion of the exam.
 - e. Maintenance of certification requirements
4. Each Party will share candidate complaints/comments relative to their ability to adequately prepare for the exam with the Group.
5. Biennially, the Group will meet to review the compliance of the Parties to the responsibilities.
6. Develop and share web site information including a referral that clearly outlines the policies and procedures of the Agreement and for application to each of the parties.

E. Reporting Requirements

By January 31 of each year of the Agreement, each Party will provide the Group with a copy of the examination results of candidates whose eligibility route is defined in this Agreement. In addition in the third year of the Agreement each party will conduct a mutually agreed upon survey of candidates who challenged their exam via the eligibility route outlined in this Agreement and provide the results to the Group.

F. Funding

Each Party is responsible for the expenses associated with maintaining the Agreement including but not limited to travel expenses for their designated representatives to attend meetings of the Group described in Section D (a)

G. Confidentiality

To maintain the confidentiality and privacy of candidates, the Parties agree to provide candidate examination data in aggregate form only.

H. Term, Voluntary Termination, and Renewal

This Agreement shall be for a term of five years beginning January 1, 2015 through December 31, 2020 (the "Term"). Notwithstanding the foregoing, the Parties to this Agreement can terminate their participation in this Agreement at any time on sixty (60) days written notice to all other Parties. Subject to this Agreement, at the expiry of the sixty (60) day period all rights and obligations of the Terminating Party under this Agreement will terminate (the "Termination Date"). The Agreement shall continue in full force and effect for the remaining Parties.

In the event that any Party terminates their participation in this Agreement pursuant to Section H (the "Terminating Party"), the Terminating Party shall notify all candidates that have initiated the certification examination process of its termination under the Agreement. Such notice shall be provided to the candidates in writing within ten (10) days of the written notice being served on the remaining Parties.

Notwithstanding the foregoing the Terminating Party shall allow all candidates that have initiated the certification examination process with the Terminating Party prior to the Termination Date (the "Pre-termination Candidates") to complete their certification examination process. Further, the Terminating Party shall honor the terms of this Agreement as it pertains to the Pre-termination Candidates as though they were still a Party to the Agreement. The terminating Party shall indemnify and hold harmless the remaining Parties for any failure by the terminating Party to adhere to and comply with the terms set forth in Section H.

The Group representing all Parties will commence negotiations for a renewal of this Agreement no later than June 30, 2018

I. Breach of Agreement

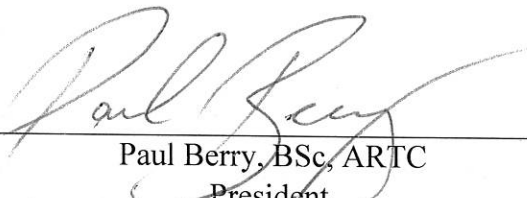
If any Party materially changes their certification program including but not limited to examination eligibility requirements or the job analysis/role that was used to evaluate this Agreement; that Party's participation under this Agreement may be terminated by majority vote of members of the Group. In the event that a Party is terminated pursuant to Section I (the "Terminated Party") the Group shall within ten (10) days of making the decision to terminate provide written notice to the Terminated Party of their termination under the Agreement (the "Termination Date"). Further, the Group shall notify all candidates that have initiated the certification examination process of the Terminated Party of its termination under the Agreement. Such notice shall be provided to the candidates in writing within ten (10) days of the Termination Date.

Notwithstanding the forgoing, the Terminated Party shall allow all candidates that have initiated the certification examination process with the Terminated Party, prior to the Termination Date, (the "Eligible Candidates") to complete their certification examination process. Further, the Terminated Party shall honor the terms of this Agreement as it pertains to the Eligible Candidates as though they were still a Party to the Agreement. Only the Eligible Candidates will be authorized to participate under this Agreement after the Termination Date. The Terminated Party shall indemnify and hold harmless the remaining Parties for any failure by the Terminated Party to adhere to and comply with the terms set forth in Section I

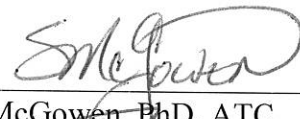
J. Entire Agreement and Amendments

This Memorandum of Understanding is the complete Agreement between ARTI, BOC, Inc. and the CATA and may be amended only by written agreement signed by each of the parties involved. This Agreement supersedes the 2005 Agreement for mutual recognition between the BOC and the CATA.

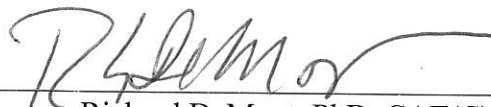
I hereby affirm this Agreement as a duly authorized representative this 4th day of September 2014.



Paul Berry, BSc, ARTC
President,
Athletic Rehabilitation Therapy Ireland



Susan McGowen, PhD, ATC
President,
Board of Certification, Inc.



Richard DeMont, PhD, CAT(C)
President,
Canadian Athletic Therapists Association