

STATEMENT OF UNDERSTANDING OF RECIPROCITY
Between
TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS (TBPG)
And
WYOMING BOARD OF PROFESSIONAL GEOLOGISTS (WBPG)

UNDERSTANDING (Provision providing portability of licensees who were “grandfathered” or “without examination”):

The TBPG and the WBPG hereby enter into a common understanding that:

- An individual holding a current license of Professional Geoscientist in the Geology discipline issued by the TBPG may be issued a license of a Professional Geologist by the WBPG without examination upon proper application, presentation of supporting documentation, and payment of any applicable fees, SUBJECT TO ANY RESTRICTIONS in this agreement, and, as long as the applicant meets all criteria set forth in this **UNDERSTANDING**.
- An individual holding a current license of Professional Geologist issued by the WBPG shall become licensed as a Professional Geoscientist by the TBPG without examination upon proper application, presentation of supporting documentation, and payment of any applicable fees, SUBJECT TO ANY RESTRICTIONS in this agreement, and, only if the applicant meets all criteria set forth in this **UNDERSTANDING**.
- The licensure or registration of an individual (**applicant**) by recognition of this **UNDERSTANDING** shall be referred to as licensure or registration “by reciprocity” or “by reciprocal agreement.”

TERMS:

Sending agency: The licensing jurisdiction that facilitates the endorsement of the applicant’s qualifications and submits the records to the other licensing jurisdiction.

Receiving agency: The licensing jurisdiction accepting the endorsement of the applicant’s qualifications and records from the other licensing jurisdiction.

Applicant: An individual making application for a geosciences license.

GENERAL:

A person must submit a completed application, required documentation, and fees to the receiving agency. An applicant must submit to the sending agency a written request and any applicable fees to have the sending agency send a copy of the applicant’s licensing record to the receiving agency.

RESTRICTIONS:

1. The receiving agency reserves the right to request additional information from an applicant.
2. The receiving agency reserves the right to review an applicant’s eligibility for licensure in accordance with applicable laws and rules of its jurisdiction.
3. The receiving agency, before issuing a license, reserves the right to require that an applicant meet a statutory licensing requirement that was not met in the sending jurisdiction or that the sending agency waived before issuing the license.
4. The receiving agency reserves the right to refuse to issue a license in accordance with applicable laws and rules of its jurisdiction.

CRITERIA:

1. An applicant must be currently licensed with the sending agency.
2. An applicant must have been licensed for five continuous years with the sending agency.
3. An applicant must be in good standing with the sending agency.
4. An applicant must not have had a disciplinary action imposed against the applicant by the sending agency.
5. An applicant must meet the educational requirements of the receiving agency.

6. An applicant must have met or exceeded the experience requirement of the receiving agency. Any shortage may be fulfilled by additional post licensure experience.

ADDITIONAL CONSIDERATIONS:

Each party, if authorized to do by the law governing the agency and to the extent so authorized, shall indemnify and hold the other party harmless from any claims resulting from or related to actions taken pursuant to this agreement.

Both the TBPG and the WBPG agree to provide, upon the written request and payment of any applicable fees by a license or registration holder, subject to legal confidentiality restrictions, a copy of all information and documents submitted by or on behalf of the applicant for licensure in the sending jurisdiction. Whenever such a request is made, the TBPG and the WBPG shall also provide any information which may be legally disclosed related to any complaints or disciplinary actions taken against the applicant.

Both the TBPG and the WBPG will accept electronically conveyed copies of licensure records.

Both the TBPG and the WBPG agree to accept the verification of an ASBOG® examination score provided by the sending agency.

If an applicant who is currently licensed by the sending agency has not been licensed for five continuous years by the sending agency the applicant shall be required to meet the examination requirement of the receiving agency.

Each Board will develop and maintain documentation of the individuals that are approved for licensure/registration under the terms and conditions of this agreement and will make this information publicly available and available to the other board.

Both the TBPG and the WBPG have reviewed the licensure or registration requirements of each other's jurisdiction and both parties agree to this **UNDERSTANDING**.

This agreement is effective when both have signed and shall remain in effect until cancelled by vote of either Board.

Signatures:

Signed: Pamela J. Girt
Pamela J. Girt, Executive Director
Wyoming Board of Professional Geologists
Date: 12/7/2018

Signed: T. Wesley McCoy
T. Wesley McCoy, Interim Executive Director
Texas Board of Professional Geoscientists
Date: 11/27/18

PROFESSIONAL GEOSCIENTISTS
BOARD OF
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