



MUTUAL RECOGNITION AGREEMENT
between the
NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS
and the
ARCHITECTS REGISTRATION BOARD
as executed

February 16, 2023

The National Council of Architectural Registration Boards (NCARB)
representing the architectural licensing boards of the 50 United States,
the District of Columbia, Guam, Commonwealth of the Northern Mariana Islands, Puerto Rico,
and the U.S. Virgin Islands.

AND

The Architects Registration Board (ARB)
the statutory regulator of architects in the United Kingdom.

*This **Mutual Recognition Agreement** has been designed to recognize the professional credentials and qualifications of architects licensed or registered in the United States of America and its territories (referred to herein collectively as the U.S. or United States), and the United Kingdom (U.K.) and to support their mobility by creating the opportunity to practice beyond their borders.*

More specifically, the purpose of this Agreement is to facilitate the registration of an architect licensed in a participating U.S. jurisdiction as a United Kingdom architect; and the licensing of a United Kingdom architect as an architect in a U.S. jurisdiction that participates in the Agreement.

WHEREAS, NCARB drafts model laws and regulations for U.S. jurisdictions and Member Boards to consider adopting for the regulation of the practice of architecture; promulgates recommended national standards for education, experience, and examination for initial licensure and continuing education standards for license renewal to its 55 Member Boards; and establishes the education, experience, and examination requirements for the *NCARB Certificate* in support of reciprocal licensure within the United States;

WHEREAS, the Architects Registration Board is the body established by section 1 of the Architects Act 1997 (UK) that has the statutory responsibility in the UK for prescribing the qualifications and experience required for the purposes of entering the UK Register, and for registering, monitoring and disciplining all architects in the UK;

WHEREAS, the NCARB Member Boards are empowered by statutes to regulate the practice of architecture and/or the use of the title architect in their respective jurisdictions, including establishing education, experience, and examination/assessment requirements for licensure/registration and license/registration renewal;

WHEREAS, the ARB is empowered by statutes to regulate the profession of architecture in the United Kingdom, including establishing education, experience, and examination/assessment requirements for registration;

WHEREAS, the standards, protocols, and procedures required for the practice of architecture within the United States and the United Kingdom have benefitted from many years of effort by NCARB and ARB;

WHEREAS, NCARB is the national organization supporting individual state and territory licensing authorities and the ARB has the necessary statutory authority for the negotiation of mutual recognition agreements for architects with similar foreign authorities;

WHEREAS, accepting there are differences between the systems in place in the United States and the United Kingdom, nonetheless there is significant and substantial equivalence between the regulatory systems for licensure/registration and recognition of the rights and obligations of architects registered to practice in the United States and the United Kingdom;

WHEREAS, NCARB and ARB are recognized by the profession as mature and sophisticated facilitators of licensure/registration to which the utmost full faith and credit should be accorded and desire to support reciprocal licensure/registration in the respective jurisdictions supported by NCARB and ARB;

WHEREAS, any architect actively engaging or seeking to engage in the practice of architecture in the United States or the United Kingdom must be licensed or registered with an applicable governmental authority, must comply with all practice requirements of the applicable licensing or registration authority, and is subject to all governing legislation and regulations of the applicable authority and jurisdictions in which the architect is licensed or registered;

NOW THEREFORE, NCARB and ARB (collectively, the “Parties” and each a “Party”) agree as follows:

1. PARTICIPANTS IN LICENSURE/REGISTRATION RECIPROCIDY

NCARB shall be responsible for maintaining a current list of NCARB Member Boards that provide licensure/registration reciprocity in accordance with the terms of this Agreement (each, a “Participant”). Following the ratification of this Agreement by the NCARB Member Boards, NCARB shall provide ARB with an initial list of Participants, and NCARB shall provide ARB with an updated list of Participants each time a new Participant is added or removed.

This Agreement shall be implemented in accordance with the *Mechanisms for the Implementation*, attached hereto as Appendix I and incorporated herein by reference.

2. ELIGIBILITY REQUIREMENTS

1. Architects who are able to benefit from the provisions of this Agreement must obtain and continue to have at all times lawful authorization to work in the Locality in which the architect is licensed/registered (i.e., the United States or the United Kingdom—each, a “Locality”).
2. Architects shall not be required to establish citizenship or permanent residency status in the Locality in which they seek licensure/registration under this Agreement.
3. Architects must provide proof of current and valid licensure/registration in good standing from the ARB or a Participant.
4. Architects who have been licensed/registered by means of a program recognizing architect credentials from a foreign country of either the United States or the United Kingdom, or other foreign reciprocal licensing/registration agreement, are not eligible to benefit from the provisions of this Agreement.
5. Each Party to this Agreement and each Participant reserves the right to apply compensation measures or licensing/registration criteria as may be necessary before licensing/registration is granted within their respective jurisdictions.

3. CONDITIONS

A U.S. Architect to ARB

Upon application, the ARB agrees to register as an architect in the United Kingdom any U.S. architect who:

1. meets the eligibility requirements listed in Section 2 of this Agreement;
2. holds a current NCARB *Certificate* issued in accordance with the *Requirements for Certification of an Architect registered in a U.S. Jurisdiction* defined in the NCARB *Certification Guidelines which confirms successful completion of: Education Requirement: a professional degree following in architecture from a program accredited by the National Architectural Accrediting Board (NAAB) or the Canadian Architectural Certification Board (CACB);*

and

Experience Requirement: completed NCARB's Architectural Experience Program® (AXP®);

and

Examination Requirement: Passed the NCARB Architect Registration Examination® (ARE®) or the equivalent.

3. is currently licensed/registered in good standing by one or more NCARB Member Board(s) that is a Participant to this Agreement, as confirmed by the NCARB Member Board following checks on an architect's disciplinary record; and
4. Successfully completes any additional jurisdiction-specific requirements for licensure/registration as specified by ARB.

B United Kingdom Architect to NCARB Member Board

Upon application, NCARB shall issue an *NCARB Certificate* to any United Kingdom architect registered by the ARB meeting the eligibility requirements listed above in Section 2 of this Agreement.

Upon application, a Participant will license/register as an architect in its respective jurisdiction any United Kingdom Registered Architect who:

1. meets the eligibility requirements listed in Section 2 of this Agreement; and
2. has secured ARB-prescribed qualifications issued by schools of architecture in the United Kingdom at Part 1, Part 2 and Part 3 level;
3. holds a current *NCARB Certificate* issued pursuant to this Agreement;
4. is currently licensed/registered in good standing by the ARB, as confirmed by the ARB following checks on an architect's disciplinary record; and
5. successfully completes any additional jurisdiction-specific requirements for licensure/registration as specified by the Participant.

4. MONITORING COMMITTEE

A Monitoring Committee is hereby established to monitor the performance of each Party to this Agreement to ensure the effective and efficient implementation of this Agreement.

The Monitoring Committee shall be comprised of two staff members and no more than three additional individuals appointed by NCARB, and two staff members and no more than three additional individuals appointed by ARB. The Committee shall convene at least one meeting (by phone, video conference, or in person) in each calendar year, and more frequently if circumstances so require.

The Committee shall adhere to the terms of the *Mechanism for Monitoring Committee* guidelines, which is attached hereto as Appendix II and incorporated herein by reference.

5. DATA PRIVACY

1. For the purposes of this Section 5:

“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**) and 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 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 Protection Laws in relation to the data subject’s Protected Data.

“Disclosing Party” means the Party which is disclosing Protected Data to the other Party.

“Particulars” means the description of the Protected Data, data subjects and details of the transfer and sharing of the Protected Data amongst the Parties, as set out in Appendix III.

“Purpose” means the fulfilment and facilitation of this Arrangement, including the recognition and movement of architects in accordance with Section 3 of this Agreement.

“Protected Data” means the personal data to be processed by the Parties in relation to this Agreement.

“Receiving Party” means the Party that is receiving Protected Data from the other Party.

“UK IDTA” means the UK International Data Transfer Agreement for the transfer of personal data to third countries as approved by the United Kingdom and set out in Appendix IV in its current form, but which may be amended and updated in accordance with this Section 5.

The terms **“process”**, **“processing”**, **“controller”**, **“personal data”**, **“data subject”** and **“supervisory authority”** shall have the meanings given to them in the Data Protection Laws.

2. The Parties agree and acknowledge that each Party will act as an independent controller with respect to the Protected Data.
3. Each Party will comply with its respective obligations under the Data Protection Laws to the extent applicable, and will use reasonable endeavours to ensure that it does not act in a way to cause another Party to breach any of its obligations under the Data Protection Laws.
4. Each Party 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).
5. The Parties will process the Protected Data in accordance with the Particulars set out in

Appendix III.

6. The Receiving Party will only access Protected Data necessary and in accordance with the Purpose and shall process Protected Data for the Purpose (and in accordance with this Arrangement, except with the prior written agreement of the Disclosing Party or where applicable law strictly requires).
7. Each Party will promptly notify any other Party (within at least five (5) working days) if it receives a complaint or request relating to the other Party's obligations under the Data Protection Laws (other than a Data Subject Request, which is addressed below). On receipt of a notice under this Section 5.7, each Party will provide the other Party with reasonable co-operation and assistance in relation to any such complaint or request.
8. The Parties acknowledge that the processing of Protected Data may be subject to restrictions and requirements in addition to those set out in this Agreement (including but not limited to contractual restrictions, transfer risk assessments and supplementary measures) ("**Specific Requirements**"). Each Party will notify any other Party with access to the relevant Protected Data of any such Specific Requirements. The Parties will use all reasonable endeavours to make sure the relevant Protected Data is processed in accordance with the Specific Requirements, and will provide each other with reasonable co-operation and assistance in the undertaking of the Specific Requirements.
9. In relation to Data Subject Requests:
 - a) Each Party will ensure that it protects the rights of data subjects under the Data Protection Laws and agrees to promptly notify the other relevant Party in writing (within at least five (5) working days) if it receives a Data Subject Request for personal data of a data subject that the other relevant Party is a controller of.
 - b) Each Party agrees that the Data Subject Request will be dealt with by the Party in receipt of the Data Subject Request, and that the other Party will provide all reasonable co-operation and assistance in relation to any Data Subject Request to enable the Party in receipt of the Data Subject Request to comply with it within the relevant timescale set out in the Data Protection Laws.
10. Each Party will notify the other Party without undue delay after becoming aware of any Data Security Breach affecting Protected Data and in any event no later than 72 (seventy-two) hours after becoming aware of the Data Security Breach.
11. Each Party shall provide reasonable assistance to the Party affected by the Data Security Breach in the event that such Party is required to notify a relevant supervisory authority, other regulator and/ or affected data subjects.
12. International data transfers:
 - a) It is acknowledged and understood that the operation of this Arrangement necessitates the transfer of personal data (or personal information) from the UK to the United States (the "**Restricted Transfer**")
 - b) The Parties will work together in good faith to ensure that any Restricted Transfers are only made in accordance with the requirements of the Data Protection Laws.

- c) The UK IDTA will apply to the Restricted Transfer, with NCARB acting as the **Data Importer** and ARB acting as a **Data Exporter**.
 - d) If the UK IDTA is updated by the UK Government (as relevant), the Parties shall promptly enter into any updated and amended form of the UK IDTA as required, unless the Parties agree that another mechanism under Data Protection Laws can be relied upon to provide adequate protection to the Protected Data or if the United States is considered adequate by the UK Government.
 - e) If the UK IDTA ceases to be valid, whether by a decision of a court of competent jurisdiction or the UK Government (as relevant), the Parties will co-operate in good faith to ensure that any continued UK Restricted Transfers are compliant with the Data Protection Laws.
13. Each Party agrees to only process the Protected Data for as long as reasonably necessary for the Purposes. Nothing in this Section 5 will prevent a Party from retaining and processing Protected Data in accordance with any statutory retention periods applicable to that Party.
14. Where one Party interacts with any relevant supervisory authority (whether proactively, for example to review a data protection impact assessment or reactively, for example, in response to an inquiry from the supervisory authority) related to the processing of Protected Data, the other Party will provide such information and assistance as is reasonably required to assist in such interactions.
15. In the event that any enforcement action is brought by a relevant supervisory authority or in the event of a claim brought by a data subject against any Party, in both instances relating to the processing of Protected Data, the relevant Party will promptly inform the other Party about any such action or claim and will co-operate in good faith with the other Party with a view to resolving it in a timely fashion.
16. If during the term of this Agreement, the Data Protection Laws change in a way that this Section 5 is no longer adequate or appropriate for compliance with the Data Protection Laws, the Parties agree that they shall negotiate in good faith to review this Section 5 in light of the current Data Protection Laws and amend this Section 5 as appropriate.

6. LIMITATIONS

Nothing in this Agreement limits the ability of a Participant or the ARB to refuse to license/register an architect or impose terms, conditions or restrictions on their license/registration as a result of a complaint or disciplinary or criminal proceedings relating to the competency, conduct, or character of that architect where such action is considered by the Participant or ARB, as applicable, necessary or desirable to protect the public interest or otherwise in accordance with the jurisdiction's applicable laws and regulations.

Nothing in this Agreement limits the ability of any Party to this Agreement or any Participant to seek appropriate verification of any matter pertaining to the foregoing or the eligibility of an applicant under this Agreement.

The extent of this Agreement relates only to the registration of architects and the Parties to this Agreement note that the governments of or within their respective Localities will have distinct

requirements related to matters outside the scope of this Agreement, including without limitation requirements related to immigration and access to the employment marketplace, and the Parties to this Agreement and the Participants may be unable or unwilling to intervene in or advise on such matters.

7. AMENDMENT

This Agreement may be amended only with the written consent of NCARB and ARB.

8. ENTIRE AGREEMENT

Each Party to this Agreement acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms, and further agree that it is the entire agreement between the Parties hereto and it supersedes all prior agreements, written or oral, relating to the international reciprocity of architecture licenses/registrations between the Localities that are the subject matter hereof.

9. NO ASSIGNMENT

No Party to this Agreement can assign its rights under this Agreement without the prior written consent of NCARB and ARB.

10. WITHDRAWAL; DISPUTE RESOLUTION

Should any dispute between ARB and NCARB arise in relation to this Agreement that cannot be settled through negotiations between the Parties within sixty days, the Parties shall attempt to resolve the matter by mediation, or another form of alternative dispute resolution as may be agreed upon by the Parties prior to resorting to litigation.

Any Participant may withdraw its participation. NCARB shall promptly notify ARB in writing of all withdrawals.

In the event of withdrawal, all licenses/registrations and any *NCARB Certificate* granted to architects pursuant to this Agreement shall remain valid as long as all registration and renewal obligations are maintained and all other generally applicable licensure/registration requirements are met or unless registration is revoked pursuant to the rules of NCARB, ARB, or the relevant Participant, as applicable.

11. TERMINATION

NCARB or ARB may invoke termination of this Agreement with 90-days written notice to the other Party to this Agreement and all Participants.

In the event of termination, all licenses/registrations and any *NCARB Certificate* granted to architects pursuant to this Agreement shall remain valid as long as all registration and renewal obligations are maintained and all other generally applicable licensure/registration requirements are met or unless registration is revoked pursuant to the rules of NCARB, ARB, or the relevant Participant, as applicable.

12. PERIODIC REVIEW


This agreement shall be subject to periodic review. The first periodic review will commence no later than three years after the Agreement has come into force. These reviews will include consideration as to what additional qualifications could be included within the scope of the Agreement.

13. ENTRY INTO FORCE


This Agreement shall come into force no less than 60 days after such time as the NCARB Member Boards ratify this Agreement at a duly called meeting at which a quorum is present and both NCARB and ARB sign this Agreement, so long as such conditions are met on or before February, 2023, or as mutually extended by the NCARB Board of Directors and ARB.


SIGNATURES

NCARB


Bayliss Ward (Mar 17, 2023 08:13 MDT)
 President/Chair of the Board February 16, 2023
 Bayliss Ward, NCARB, AIA

Michael J. Armstrong
Michael J. Armstrong (Mar 18, 2023 00:49 EDT)
 Chief Executive Officer February 16, 2023
 Michael J. Armstrong


Harry Falconer (Mar 16, 2023 14:58 EDT)
 Witness, Vice President, Experience + Education
 Harry M. Falconer, Jr., FAIA, NCARB, Hon. FCARM
 February 16, 2023


Patricia Ramallo (Mar 16, 2023 15:17 EDT)
 Witness, Assistant Vice President, Innovation
 Patricia N. Ramallo, AIA, NCARB, CAE
 February 16, 2023

ARB


 Chief Executive and Registrar February 16, 2023
 Hugh Simpson

Alan Kershaw
 Witness, Chair February 16, 2023
 Alan Kershaw


 Witness, Director of Governance & International
 Emma Matthews February 16, 2023

APPENDIX I

MECHANISMS FOR THE IMPLEMENTATION
of the
MUTUAL RECOGNITION AGREEMENT
between the
NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS
(NCARB)
and the
ARCHITECTS REGISTRATION BOARD (ARB)

February 16, 2023

Whereas NCARB and ARB have agreed to and signed a Mutual Recognition Agreement dated 16 February, 2023 (the “Agreement”), the following terms of reference will govern the implementation of the Agreement. Capitalized terms used and not otherwise defined have the meanings given in the Agreement.

1. Mechanisms for Dialogue and Administrative Co-Operation

The Monitoring Committee will put into place mechanisms and procedures, which will include:

- 1.1 Establishing the rules and procedures necessary for the application, maintenance, and monitoring of the provisions of this Agreement.
- 1.2 Establishing communication mechanisms so that architects within the participating jurisdictions will understand the rights and obligations they will have to meet when they are granted a license or registration to practice their profession in a foreign country.
- 1.3 A means to resolve differences in interpretation of the mechanisms for the implementation of this Agreement. Any proposed changes or irreconcilable disputes must be presented to NCARB and ARB for resolution.
- 1.4 Developing an agreed-upon process to address noncompliance with the Agreement by a Party to this Agreement and a mechanism for rescission of participation rights of a noncompliant Party to this Agreement if necessary. NCARB will be responsible for the official list of NCARB Member Boards that are Participants.
- 1.5 Additional tasks as determined by the Monitoring Committee or as mutually requested by NCARB and ARB.

2. Mechanisms for Application

- 2.1 The point of contact for information for the United States is NCARB and for United Kingdom is ARB.
- 2.2 Once established and operational, actual applications shall be processed within a reasonable period of time from receipt of a completed application.
- 2.3 Documentation forms to be used by local jurisdictions to certify an applicant’s registration/licensure status shall be in uniform format and in English.

3. Application Process

3.1 Eligibility

To be eligible to benefit from this Agreement an architect must meet the requirements of Section 2 of the Agreement.

3.2 Application

The applicant must:

- 3.2.1 File an application and pay the required fees.
- 3.2.2 Secure a *Letter of Good Standing* from the licensing or registration authority that issued the applicant's active license or registration, or a successor authority thereto (the "Competent Body"), stating that the applicant either has no record or notice of a disciplinary action, or if such record or notice exists describing such action and its current status. This statement must be sent directly to the point of contact listed in Section 2.1 herein by the Competent Body.
- 3.2.3 Secure the appropriate forms from the relevant authority (i.e., NCARB or ARB) which will confirm that the applicant's qualifications are within the scope of this Agreement.

U.S. Architects to ARB:

NCARB will transmit to ARB a copy of the architect's application for mutual recognition, *Evaluation of Record and Council Certification issued by NCARB. These documents will confirm that the architect certified by NCARB is licensed by a Participant and meets the requirements for NCARB Certification. NCARB will also transmit to ARB a copy of the Letter of Good Standing issued by the Participant.*

U.K Architects to NCARB

ARB will transmit to NCARB a copy of the architect's application for mutual recognition in a U.S. Participant to the Agreement, *and a Compliance Certificate*, issued by ARB. The Compliance Certificate will confirm that the UK architect is registered with ARB, holds ARB-prescribed qualifications issued in the UK, and is in good standing.

3.3. Conditions

Upon application, applicants must meet the conditions of Section 3 of the Agreement.

4. Disciplinary Sanctions

4.1 NCARB and ARB, respectively, will use reasonable efforts to timely inform the other Party if any architect granted licensure or registration pursuant to this Agreement is subject to any disciplinary action that results in revocation or suspension of the architect's license or registration.

4.2 ARB and each Participant will have the authority to determine whether and to what extent the action will have further effect within their respective jurisdiction.

APPENDIX II

MECHANISMS FOR MONITORING COMMITTEE
Established under the
MUTUAL RECOGNITION AGREEMENT
between the
NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS
(NCARB)
and the
ARCHITECTS REGISTRATION BOARD (ARB)

February 16, 2023

Whereas NCARB and ARB have agreed to and signed a Mutual Recognition Agreement dated February 16, 2023 (the “Agreement”), and hereby establish and maintain a Monitoring Committee as set forth in the Agreement (the “Committee”), the following terms of reference describe the role and administration of the Committee contemplated by the Agreement and shall govern the actions of the Committee. Capitalized terms used and not otherwise defined have the meanings given in the Agreement.

1. Monitoring Committee

- 1.1 The Committee is established to facilitate the implementation of this Agreement, to oversee administrative processes, and to monitor the performance of this Agreement, to ensure, insofar as it may, that any issues or disagreements arising hereunder are resolved promptly and in a manner consistent with this Agreement. The Parties to this Agreement acknowledge that NCARB will be responsible for providing the relevant information required to carry out the monitoring arrangements in respect of Participants.
- 1.2 The Committee will also monitor the Agreement’s processes in an effective and nondiscriminatory manner, and continue information exchange by whatever means are considered most appropriate, including regular communication and sharing of information, in compliance with all applicable data protection and/or privacy laws as set forth in Section 5 of the Agreement.
- 1.3 The Committee shall maintain regular contact and meet at least annually or as often as required in order to effectively perform its duties, assist in the resolution of disputes, and review the implementation and effectiveness of this Agreement.

2. Meetings

- 2.1 At Committee meetings a representative of the host party (“Host”) shall serve as Chair. Hosting shall be on a meeting-by-meeting alternating basis between NCARB and ARB.
- 2.2 Meeting locations and dates shall be proposed by the Host, subject to agreement by the other Party. Meetings may be hosted virtually, in a hybrid format, or in person as mutually acceptable to ARB and NCARB.
- 2.3 Subject to Section 3 below, the Host is responsible for reserving or securing hotel and meeting room arrangements, catering, dinner reservations, agenda, and post-Committee meeting minutes for its corresponding Committee meeting.

2.4 Any in-person Committee meetings and draft agenda require typically three-month's notice. Committee meetings that will be held via virtual means by which all participants can see and hear each other remotely typically require two months' notice.

2.5 Minutes must be prepared and distributed to all Committee members by the Host within two months following each Committee meeting.

3. Expenses

3.1 NCARB and ARB are responsible for paying for the travel, hotel, and miscellaneous expenses for its own attendees. The Host shall make rooming arrangements for each attendee to be individually charged to such individuals.

3.2 Lunches during the meeting day(s) are the responsibility of and will be paid for by the Host.


3.3 Dinners during the meeting day(s) will be paid for by the participants, proportionately.


4. Finances


4.1 There are no dues associated with membership or participation in the Committee.


SIGNATURES

NCARB


Bayliss Ward (Mar 17, 2023 08:13 MDT)
President/Chair of the Board
Bayliss Ward, NCARB, AIA
February 16, 2023



Michael J. Armstrong (Mar 18, 2023 00:49 EDT)
Chief Executive Officer
Michael J. Armstrong
February 16, 2023



Harry Falconer (Mar 16, 2023 14:58 EDT)
Witness, Vice President, Experience + Education
Harry M. Falconer, Jr., FAIA, NCARB, Hon. FCARM
February 16, 2023


Patricia Ramallo (Mar 16, 2023 15:17 EDT)
Witness, Assistant Vice President, Innovation
Patricia N. Ramallo, AIA, NCARB, CAE
February 16, 2023

ARB


Chief Executive and Registrar
Hugh Simpson
February 16, 2023


Witness, Chair
Alan Kershaw
February 16, 2023


Witness, Director of Governance & International
Emma Matthews
February 16, 2023

APPENDIX III DATA SHARING PARTICULARS

Data subjects

The Protected Data concerns the following categories of data subjects:

- Individuals who have been certified/registered as architects:
 - in the UK by ARB; and
 - in the US by NCARB.

Purposes of the transfer(s)

- ARB is making the transfer to NCARB in order to allow NCARB to verify the accreditation of UK-registered architects that wish to work as architects in the United States.
- ARB may also transfer relevant data to NCARB in connection with specific queries that NCARB has during the course of a particular architect's time working as an architect in the United States (e.g. disciplinary issues).
- NCARB will transfer the Protected Data to ARB in order to allow ARB to verify the accreditation of USA-registered architects that wish to work as architects in the UK. NCARB may also transfer relevant data to ARB in connection with specific queries that ARB has during the course of a particular architect's time working as an architect in the UK (e.g. disciplinary issues).

Categories of data

The Protected Data includes the following categories of data:

- Full name;
- Address;
- Email address;
- Telephone number;
- ARB or NCARB Registration Number (as appropriate);
- Date on which individual was registered or re-registered as an architect;
- Qualifications held by the individual (to the extent that these fall within the scope of this Mutual Recognition Agreement);
- If requested, details of disciplinary procedures;
- Details if individual is no longer of good standing, including reasons.

Recipients

The Protected Data may be disclosed only to the following recipients or categories of recipients:

- Authorized employees of NCARB, Participants in this MRA (including State Boards), and/or ARB (as appropriate)

Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data:

- If ARB is required to inform NCARB of details of disciplinary procedures or reasons for which an individual is no longer of good standing, this may include some sensitive information (e.g. if these reasons include details of a criminal conviction or similar).

APPENDIX IV
UK INTERNATIONAL DATA TRANSFER AGREEMENT

Part 1: Tables

Table 1: Parties and signatures



Start date	February 16, 2023	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	<p>Full legal name: Architects Registration Board ("ARB")</p> <p>Trading name (if different): N/A</p> <p>Main address (if a company registered address): 8 Weymouth Street, London, W1W 5BU, United Kingdom</p> <p>Official registration number (if any) (company number or similar identifier): N/A</p>	<p>Full legal name: The National Council of Architectural Registration Boards ("NCARB")</p> <p>Trading name (if different): N/A</p> <p>Main address (if a company registered address): 1401 H Street NW, Suite 500, Washington, DC 20005, United States of America</p> <p>Official registration number (if any) (company number or similar identifier): N/A</p>
Key Contact	<p>Full Name (optional): Simon Howard</p> <p>Job Title: Director of Standards</p> <p>Contact details including email: simonh@arb.org.uk</p>	<p>Full Name (optional): Douglas Morgan</p> <p>Job Title: Vice President, Administration</p> <p>Contact details including email: dmorgan@ncarb.org</p>
Importer Data Subject Contact		<p>Job Title: Vice President, Administration</p> <p>Contact details including email: dmorgan@ncarb.org</p>
Signatures confirming each Party agrees to be bound by this IDTA	<p>Signed for and on behalf of the Exporter set out above</p> <p>Signed: </p> <p>Date of signature: Feb 13, 2023</p> <p>Full name: Simon Howard</p> <p>Job title: Director of Standards</p>	<p>Signed for and on behalf of the Importer set out above</p> <p>Signed:  <small>Douglas Morgan (Feb 13, 2023 22:30 EST)</small></p> <p>Date of signature: Feb 13, 2023</p> <p>Full name: Douglas Morgan</p> <p>Job title: Vice President, Administration</p>

Table 2: Transfer Details

<p>UK country’s law that governs the IDTA:</p>	<p><input checked="" type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland <input type="checkbox"/> Scotland</p>
<p>Primary place for legal claims to be made by the Parties</p>	<p><input checked="" type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland <input type="checkbox"/> Scotland</p>
<p>The status of the Exporter</p>	<p>In relation to the Processing of the Transferred Data: <input checked="" type="checkbox"/> Exporter is a Controller <input type="checkbox"/> Exporter is a Processor or Sub-Processor</p>
<p>The status of the Importer</p>	<p>In relation to the Processing of the Transferred Data: <input checked="" type="checkbox"/> Importer is a Controller <input type="checkbox"/> Importer is the Exporter’s Processor or Sub-Processor <input type="checkbox"/> Importer is not the Exporter’s Processor or Sub-Processor (and the Importer has been instructed by a Third Party Controller)</p>
<p>Whether UK GDPR applies to the Importer</p>	<p><input type="checkbox"/> UK GDPR applies to the Importer’s Processing of the Transferred Data <input checked="" type="checkbox"/> UK GDPR does not apply to the Importer’s Processing of the Transferred Data</p>
<p>Linked Agreement</p>	<p>If the Importer is the Exporter’s Processor or Sub-Processor – the agreement(s) between the Parties which sets out the Processor’s or Sub-Processor’s instructions for Processing the Transferred Data: Name of agreement: N/A Date of agreement: N/A Parties to the agreement: N/A Reference (if any): N/A</p> <p>Other agreements – any agreement(s) between the Parties which set out additional obligations in relation to the Transferred Data, such as a data sharing agreement or service agreement: Name of agreement: Mutual Recognition Agreement between the National Council of Architectural Registration Boards and the Architects Registration Board Date of agreement: February 16, 2023 Parties to the agreement: Architects Registration Board (Data Exporter) and National Council of Architectural Registration Boards (Data Importer) Reference (if any): N/A</p>

	<p>If the Exporter is a Processor or Sub-Processor – the agreement(s) between the Exporter and the Party(s) which sets out the Exporter’s instructions for Processing the Transferred Data:</p> <p>Name of agreement: N/A</p> <p>Date of agreement: N/A</p> <p>Parties to the agreement: N/A</p> <p>Reference (if any): N/A</p>
<p>Term</p>	<p>The Importer may Process the Transferred Data for the following time period:</p> <p><input type="checkbox"/> the period for which the Linked Agreement is in force</p> <p><input type="checkbox"/> time period:</p> <p><input checked="" type="checkbox"/> (only if the Importer is a Controller or not the Exporter’s Processor or Sub-Processor) no longer than is necessary for the Purpose.</p>
<p>Ending the IDTA before the end of the Term</p>	<p><input checked="" type="checkbox"/> the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing.</p> <p><input type="checkbox"/> the Parties can end the IDTA before the end of the Term by serving: [redacted] months’ written notice, as set out in Section 29 (How to end this IDTA without there being a breach).</p>
<p>Ending the IDTA when the Approved IDTA changes</p>	<p>Which Parties may end the IDTA as set out in Section 29.2:</p> <p><input type="checkbox"/> Importer</p> <p><input checked="" type="checkbox"/> Exporter</p> <p><input type="checkbox"/> neither Party</p>
<p>Can the Importer make further transfers of the Transferred Data?</p>	<p><input checked="" type="checkbox"/> The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data).</p> <p><input type="checkbox"/> The Importer MAY NOT transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data).</p>
<p>Specific restrictions when the Importer may transfer on the Transferred Data</p>	<p>The Importer MAY ONLY forward the Transferred Data in accordance with Section 16.1:</p> <p><input type="checkbox"/> if the Exporter tells it in writing that it may do so.</p> <p><input type="checkbox"/> to: [redacted]</p> <p><input type="checkbox"/> to the authorised receivers (or the categories of authorised receivers) set out in:</p> <p><input checked="" type="checkbox"/> there are no specific restrictions.</p>
<p>Review Dates</p>	<p><input type="checkbox"/> No review is needed as this is a one-off transfer and the Importer does not retain any Transferred Data</p>

	<p>First review date: <input type="text"/></p> <p>The Parties must review the Security Requirements at least once:</p> <p><input type="checkbox"/> each <input type="text"/> month(s)</p> <p><input type="checkbox"/> each quarter</p> <p><input type="checkbox"/> each 6 months</p> <p><input type="checkbox"/> each year</p> <p><input type="checkbox"/> each <input type="text"/> year(s)</p> <p><input checked="" type="checkbox"/> each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment</p>
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Table 3: Transferred Data

Transferred Data	<p>The personal data to be sent to the Importer under this IDTA consists of the personal data set out in Appendix III (Data Sharing Particulars) of the Mutual Recognition Agreement between the parties.</p> <p><input checked="" type="checkbox"/> The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to.</p> <p><input type="checkbox"/> The categories of Transferred Data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.</p>
Special Categories of Personal Data and criminal convictions and offences	<p>The Transferred Data includes data relating to:</p> <p><input type="checkbox"/> racial or ethnic origin</p> <p><input type="checkbox"/> political opinions</p> <p><input type="checkbox"/> religious or philosophical beliefs</p> <p><input type="checkbox"/> trade union membership</p> <p><input type="checkbox"/> genetic data</p> <p><input type="checkbox"/> biometric data for the purpose of uniquely identifying a natural person</p> <p><input type="checkbox"/> physical or mental health</p> <p><input type="checkbox"/> sex life or sexual orientation</p> <p><input checked="" type="checkbox"/> criminal convictions and offences, e.g. in the event that ARB is required to inform NCARB of details of disciplinary procedures or reasons for which an individual is no longer of good standing.</p> <p><input type="checkbox"/> none of the above</p> <p><input type="checkbox"/> set out in:</p> <p>And:</p> <p><input checked="" type="checkbox"/> The categories of special category and criminal records data will update automatically if the information is updated in the Linked Agreement referred to.</p> <p><input type="checkbox"/> The categories of special category and criminal records data will NOT update automatically if the information is updated in the Linked</p>

	Agreement referred to. The Parties must agree a change under Section 5.3.
Relevant Data Subjects	<p>The Data Subjects of the Transferred Data are: those set out in Appendix III (Data Sharing Particulars) of the Mutual Recognition Agreement between the parties.</p> <p><input checked="" type="checkbox"/> The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to.</p> <p><input type="checkbox"/> The categories of Data Subjects will not update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.</p>
Purpose	<p><input type="checkbox"/> The Importer may Process the Transferred Data for the following purposes:</p> <p><input checked="" type="checkbox"/> The Importer may Process the Transferred Data for the purposes set out in: Appendix III (Data Sharing Particulars) of the Mutual Recognition Agreement between the parties.</p> <p>In both cases, any other purposes which are compatible with the purposes set out above.</p> <p><input checked="" type="checkbox"/> The purposes will update automatically if the information is updated in the Linked Agreement referred to.</p> <p><input type="checkbox"/> The purposes will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.</p>

Table 4: Security Requirements

Security of Transmission	Data to be provided using Mimecast secure transfer portal
Security of Storage	NCARB enables encryption on main document storage.
Security of Processing	<p>NCARB has in place access control policies and multi-factor authentication. NCARB to maintain firewalls – both physical and virtual – to inspect all HTTP/HTTPS traffic.</p> <p>NCARB’s systems have anti-virus protection, and it will continue to routinely perform security patches and software updates, as well as scan for malware.</p>
Organisational security measures	NCARB maintains an Information Security Policy which is updated following periodic audits. The Policy can be made available upon request.
Technical security minimum requirements	<p>NCARB meets/exceeds the following minimum requirements:</p> <ol style="list-style-type: none"> TLS-1-2-2017-01 in transit AES-256 at rest

Updates to the Security Requirements	<input checked="" type="checkbox"/> The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to. <input type="checkbox"/> The Security Requirements will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.
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Part 2: Extra Protection Clauses

Extra Protection Clauses:	Following a transfer risk assessment conducted by ARB (with input from NCARB where appropriate), the parties have determined that the transfer of personal data in this instance is low risk and can therefore be carried out without any supplementary measures.
(i) Extra technical security protections	N/A
(ii) Extra organisational protections	N/A
(iii) Extra contractual protections	N/A

Part 3: Commercial Clauses

Commercial Clauses	Set out in the Mutual Recognition Agreement between the parties.
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Part 4: Mandatory Clauses

Information that helps you to understand this IDTA

1. This IDTA and Linked Agreements

- 1.1 Each Party agrees to be bound by the terms and conditions set out in the IDTA, in exchange for the other Party also agreeing to be bound by the IDTA.
- 1.2 This IDTA is made up of:
 - 1.2.1 Part one: Tables;
 - 1.2.2 Part two: Extra Protection Clauses;
 - 1.2.3 Part three: Commercial Clauses; and
 - 1.2.4 Part four: Mandatory Clauses.
- 1.3 The IDTA starts on the Start Date and ends as set out in Sections 29 or 30.

1.4 If the Importer is a Processor or Sub-Processor instructed by the Exporter: the Exporter must ensure that, on or before the Start Date and during the Term, there is a Linked Agreement which is enforceable between the Parties and which complies with Article 28 UK GDPR (and which they will ensure continues to comply with Article 28 UK GDPR).

1.5 References to the Linked Agreement or to the Commercial Clauses are to that Linked Agreement or to those Commercial Clauses only in so far as they are consistent with the Mandatory Clauses.

2. Legal Meaning of Words

2.1 If a word starts with a capital letter it has the specific meaning set out in the Legal Glossary in Section 36.

2.2 To make it easier to read and understand, this IDTA contains headings and guidance notes. Those are not part of the binding contract which forms the IDTA.

3. You have provided all the information required

3.1 The Parties must ensure that the information contained in Part one: Tables is correct and complete at the Start Date and during the Term.

3.2 In Table 2: Transfer Details, if the selection that the Parties are Controllers, Processors or Sub-Processors is wrong (either as a matter of fact or as a result of applying the UK Data Protection Laws) then:

3.2.1 the terms and conditions of the Approved IDTA which apply to the correct option which was not selected will apply; and

3.2.2 the Parties and any Relevant Data Subjects are entitled to enforce the terms and conditions of the Approved IDTA which apply to that correct option.

3.3 In Table 2: Transfer Details, if the selection that the UK GDPR applies is wrong (either as a matter of fact or as a result of applying the UK Data Protection Laws), then the terms and conditions of the IDTA will still apply to the greatest extent possible.

4. How to sign the IDTA

4.1 The Parties may choose to each sign (or execute):

4.1.1 the same copy of this IDTA;

4.1.2 two copies of the IDTA. In that case, each identical copy is still an original of this IDTA, and together all those copies form one agreement;

4.1.3 a separate, identical copy of the IDTA. In that case, each identical copy is still an original of this IDTA, and together all those copies form one agreement,

unless signing (or executing) in this way would mean that the IDTA would not be binding on the Parties under Local Laws.

5. Changing this IDTA

5.1 Each Party must not change the Mandatory Clauses as set out in the Approved IDTA, except only:

5.1.1 to ensure correct cross-referencing: cross-references to Part one: Tables (or any Table), Part two: Extra Protections, and/or Part three: Commercial Clauses can be changed where the Parties have set out the information in a different format, so that the cross-reference is to the correct location of the same information, or where clauses have been removed as they do not apply, as set out below;

- 5.1.2 to remove those Sections which are expressly stated not to apply to the selections made by the Parties in Table 2: Transfer Details, that the Parties are Controllers, Processors or Sub-Processors and/or that the Importer is subject to, or not subject to, the UK GDPR. The Exporter and Importer understand and acknowledge that any removed Sections may still apply and form a part of this IDTA if they have been removed incorrectly, including because the wrong selection is made in Table 2: Transfer Details;
- 5.1.3 so the IDTA operates as a multi-party agreement if there are more than two Parties to the IDTA. This may include nominating a lead Party or lead Parties which can make decisions on behalf of some or all of the other Parties which relate to this IDTA (including reviewing Table 4: Security Requirements and Part two: Extra Protection Clauses, and making updates to Part one: Tables (or any Table), Part two: Extra Protection Clauses, and/or Part three: Commercial Clauses); and/or
- 5.1.4 to update the IDTA to set out in writing any changes made to the Approved IDTA under Section 5.4, if the Parties want to. The changes will apply automatically without updating them as described in Section 5.4;

provided that the changes do not reduce the Appropriate Safeguards.

- 5.2 If the Parties wish to change the format of the information included in Part one: Tables, Part two: Extra Protection Clauses or Part three: Commercial Clauses of the Approved IDTA, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
- 5.3 If the Parties wish to change the information included in Part one: Tables, Part two: Extra Protection Clauses or Part three: Commercial Clauses of this IDTA (or the equivalent information), they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
- 5.4 From time to time, the ICO may publish a revised Approved IDTA which:
 - 5.4.1 makes reasonable and proportionate changes to the Approved IDTA, including correcting errors in the Approved IDTA; and/or
 - 5.4.2 reflects changes to UK Data Protection Laws.

The revised Approved IDTA will specify the start date from which the changes to the Approved IDTA are effective and whether an additional Review Date is required as a result of the changes. This IDTA is automatically amended as set out in the revised Approved IDTA from the start date specified.

6. Understanding this IDTA

- 6.1 This IDTA must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
- 6.2 If there is any inconsistency or conflict between UK Data Protection Laws and this IDTA, the UK Data Protection Laws apply.
- 6.3 If the meaning of the IDTA is unclear or there is more than one meaning, the meaning which most closely aligns with the UK Data Protection Laws applies.
- 6.4 Nothing in the IDTA (including the Commercial Clauses or the Linked Agreement) limits or excludes either Party's liability to Relevant Data Subjects or to the ICO under this IDTA or under UK Data Protection Laws.

- 6.5 If any wording in Parts one, two or three contradicts the Mandatory Clauses, and/or seeks to limit or exclude any liability to Relevant Data Subjects or to the ICO, then that wording will not apply.
- 6.6 The Parties may include provisions in the Linked Agreement which provide the Parties with enhanced rights otherwise covered by this IDTA. These enhanced rights may be subject to commercial terms, including payment, under the Linked Agreement, but this will not affect the rights granted under this IDTA.
- 6.7 If there is any inconsistency or conflict between this IDTA and a Linked Agreement or any other agreement, this IDTA overrides that Linked Agreement or any other agreements, even if those agreements have been negotiated by the Parties. The exceptions to this are where (and in so far as):
- 6.7.1 the inconsistent or conflicting terms of the Linked Agreement or other agreement provide greater protection for the Relevant Data Subject's rights, in which case those terms will override the IDTA; and
- 6.7.2 a Party acts as Processor and the inconsistent or conflicting terms of the Linked Agreement are obligations on that Party expressly required by Article 28 UK GDPR, in which case those terms will override the inconsistent or conflicting terms of the IDTA in relation to Processing by that Party as Processor.
- 6.8 The words "include", "includes", "including", "in particular" are used to set out examples and not to set out a finite list.
- 6.9 References to:
- 6.9.1 singular or plural words or people, also includes the plural or singular of those words or people;
- 6.9.2 legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this IDTA has been signed; and
- 6.9.3 any obligation not to do something, includes an obligation not to allow or cause that thing to be done by anyone else.

7. Which laws apply to this IDTA

- 7.1 This IDTA is governed by the laws of the UK country set out in Table 2: Transfer Details. If no selection has been made, it is the laws of England and Wales. This does not apply to Section 35 which is always governed by the laws of England and Wales.

How this IDTA provides Appropriate Safeguards

8. The Appropriate Safeguards

- 8.1 The purpose of this IDTA is to ensure that the Transferred Data has Appropriate Safeguards when Processed by the Importer during the Term. This standard is met when and for so long as:
- 8.1.1 both Parties comply with the IDTA, including the Security Requirements and any Extra Protection Clauses; and
- 8.1.2 the Security Requirements and any Extra Protection Clauses provide a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach, including considering any Special Category Data within the Transferred Data.

- 8.2 The Exporter must:
- 8.2.1 ensure and demonstrate that this IDTA (including any Security Requirements and Extra Protection Clauses) provides Appropriate Safeguards; and
 - 8.2.2 (if the Importer reasonably requests) provide it with a copy of any TRA.
- 8.3 The Importer must:
- 8.3.1 before receiving any Transferred Data, provide the Exporter with all relevant information regarding Local Laws and practices and the protections and risks which apply to the Transferred Data when it is Processed by the Importer, including any information which may reasonably be required for the Exporter to carry out any TRA (the "Importer Information");
 - 8.3.2 co-operate with the Exporter to ensure compliance with the Exporter's obligations under the UK Data Protection Laws;
 - 8.3.3 review whether any Importer Information has changed, and whether any Local Laws contradict its obligations in this IDTA and take reasonable steps to verify this, on a regular basis. These reviews must be at least as frequent as the Review Dates; and
 - 8.3.4 inform the Exporter as soon as it becomes aware of any Importer Information changing, and/or any Local Laws which may prevent or limit the Importer complying with its obligations in this IDTA. This information then forms part of the Importer Information.
- 8.4 The Importer must ensure that at the Start Date and during the Term:
- 8.4.1 the Importer Information is accurate;
 - 8.4.2 it has taken reasonable steps to verify whether there are any Local Laws which contradict its obligations in this IDTA or any additional information regarding Local Laws which may be relevant to this IDTA.
- 8.5 Each Party must ensure that the Security Requirements and Extra Protection Clauses provide a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach.
- 9. Reviews to ensure the Appropriate Safeguards continue**
- 9.1 Each Party must:
- 9.1.1 review this IDTA (including the Security Requirements and Extra Protection Clauses and the Importer Information) at regular intervals, to ensure that the IDTA remains accurate and up to date and continues to provide the Appropriate Safeguards. Each Party will carry out these reviews as frequently as the relevant Review Dates or sooner; and
 - 9.1.2 inform the other party in writing as soon as it becomes aware if any information contained in either this IDTA, any TRA or Importer Information is no longer accurate and up to date.
- 9.2 If, at any time, the IDTA no longer provides Appropriate Safeguards the Parties must Without Undue Delay:
- 9.2.1 pause transfers and Processing of Transferred Data whilst a change to the Tables is agreed. The Importer may retain a copy of the Transferred Data during this pause, in which case the Importer must carry out any Processing required to maintain, so far as possible, the measures it was taking to achieve the Appropriate Safeguards prior to

the time the IDTA no longer provided Appropriate Safeguards, but no other Processing;

9.2.2 agree a change to Part one: Tables or Part two: Extra Protection Clauses which will maintain the Appropriate Safeguards (in accordance with Section 5); and

9.2.3 where a change to Part one: Tables or Part two: Extra Protection Clauses which maintains the Appropriate Safeguards cannot be agreed, the Exporter must end this IDTA by written notice on the Importer.

10. The ICO

10.1 Each Party agrees to comply with any reasonable requests made by the ICO in relation to this IDTA or its Processing of the Transferred Data.

10.2 The Exporter will provide a copy of any TRA, the Importer Information and this IDTA to the ICO, if the ICO requests.

10.3 The Importer will provide a copy of any Importer Information and this IDTA to the ICO, if the ICO requests.

The Exporter

11. Exporter's obligations

11.1 The Exporter agrees that UK Data Protection Laws apply to its Processing of the Transferred Data, including transferring it to the Importer.

11.2 The Exporter must:

11.2.1 comply with the UK Data Protection Laws in transferring the Transferred Data to the Importer;

11.2.2 comply with the Linked Agreement as it relates to its transferring the Transferred Data to the Importer; and

11.2.3 carry out reasonable checks on the Importer's ability to comply with this IDTA, and take appropriate action including under Section 9.2, Section 29 or Section 30, if at any time it no longer considers that the Importer is able to comply with this IDTA or to provide Appropriate Safeguards.

11.3 The Exporter must comply with all its obligations in the IDTA, including any in the Security Requirements, and any Extra Protection Clauses and any Commercial Clauses.

11.4 The Exporter must co-operate with reasonable requests of the Importer to pass on notices or other information to and from Relevant Data Subjects or any Third Party Controller where it is not reasonably practical for the Importer to do so. The Exporter may pass these on via a third party if it is reasonable to do so.

11.5 The Exporter must co-operate with and provide reasonable assistance to the Importer, so that the Importer is able to comply with its obligations to the Relevant Data Subjects under Local Law and this IDTA.

The Importer

12. General Importer obligations

12.1 The Importer must:

12.1.1 only Process the Transferred Data for the Purpose;

- 12.1.2 comply with all its obligations in the IDTA, including in the Security Requirements, any Extra Protection Clauses and any Commercial Clauses;
 - 12.1.3 comply with all its obligations in the Linked Agreement which relate to its Processing of the Transferred Data;
 - 12.1.4 keep a written record of its Processing of the Transferred Data, which demonstrate its compliance with this IDTA, and provide this written record if asked to do so by the Exporter;
 - 12.1.5 if the Linked Agreement includes rights for the Exporter to obtain information or carry out an audit, provide the Exporter with the same rights in relation to this IDTA; and
 - 12.1.6 if the ICO requests, provide the ICO with the information it would be required on request to provide to the Exporter under this Section 12.1 (including the written record of its Processing, and the results of audits and inspections).
- 12.2 The Importer must co-operate with and provide reasonable assistance to the Exporter and any Third Party Controller, so that the Exporter and any Third Party Controller are able to comply with their obligations under UK Data Protection Laws and this IDTA.

13. Importer's obligations if it is subject to the UK Data Protection Laws

- 13.1 If the Importer's Processing of the Transferred Data is subject to UK Data Protection Laws, it agrees that:
- 13.1.1 UK Data Protection Laws apply to its Processing of the Transferred Data, and the ICO has jurisdiction over it in that respect; and
 - 13.1.2 it has and will comply with the UK Data Protection Laws in relation to the Processing of the Transferred Data.
- 13.2 If Section 13.1 applies and the Importer complies with Section 13.1, it does not need to comply with:
- Section 14 (Importer's obligations to comply with key data protection principles);
 - Section 15 (What happens if there is an Importer Personal Data Breach);
 - Section 15 (How Relevant Data Subjects can exercise their data subject rights); and
 - Section 21 (How Relevant Data Subjects can exercise their data subject rights – if the Importer is the Exporter's Processor or Sub-Processor).

14. Importer's obligations to comply with key data protection principles

- 14.1 The Importer does not need to comply with this Section 14 if it is the Exporter's Processor or Sub-Processor.
- 14.2 The Importer must:
- 14.2.1 ensure that the Transferred Data it Processes is adequate, relevant and limited to what is necessary for the Purpose;
 - 14.2.2 ensure that the Transferred Data it Processes is accurate and (where necessary) kept up to date, and (where appropriate considering the Purposes) correct or delete any inaccurate Transferred Data it becomes aware of Without Undue Delay; and
 - 14.2.3 ensure that it Processes the Transferred Data for no longer than is reasonably necessary for the Purpose.

15. What happens if there is an Importer Personal Data Breach

- 15.1 If there is an Importer Personal Data Breach, the Importer must:

- 15.1.1 take reasonable steps to fix it, including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again. If the Importer is the Exporter's Processor or Sub-Processor: these steps must comply with the Exporter's instructions and the Linked Agreement and be in co-operation with the Exporter and any Third Party Controller; and
 - 15.1.2 ensure that the Security Requirements continue to provide (or are changed in accordance with this IDTA so they do provide) a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach.
- 15.2 If the Importer is a Processor or Sub-Processor: if there is an Importer Personal Data Breach, the Importer must:
- 15.2.1 notify the Exporter Without Undue Delay after becoming aware of the breach, providing the following information:
 - 15.2.1.1 a description of the nature of the Importer Personal Data Breach;
 - 15.2.1.2 (if and when possible) the categories and approximate number of Data Subjects and Transferred Data records concerned;
 - 15.2.1.3 likely consequences of the Importer Personal Data Breach;
 - 15.2.1.4 steps taken (or proposed to be taken) to fix the Importer Personal Data Breach (including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again) and to ensure that Appropriate Safeguards are in place;
 - 15.2.1.5 contact point for more information; and
 - 15.2.1.6 any other information reasonably requested by the Exporter,
 - 15.2.2 if it is not possible for the Importer to provide all the above information at the same time, it may do so in phases, Without Undue Delay; and
 - 15.2.3 assist the Exporter (and any Third Party Controller) so the Exporter (or any Third Party Controller) can inform Relevant Data Subjects or the ICO or any other relevant regulator or authority about the Importer Personal Data Breach Without Undue Delay.
- 15.3 If the Importer is a Controller: if the Importer Personal Data Breach is likely to result in a risk to the rights or freedoms of any Relevant Data Subject the Importer must notify the Exporter Without Undue Delay after becoming aware of the breach, providing the following information:
- 15.3.1 a description of the nature of the Importer Personal Data Breach;
 - 15.3.2 (if and when possible) the categories and approximate number of Data Subjects and Transferred Data records concerned;
 - 15.3.3 likely consequences of the Importer Personal Data Breach;
 - 15.3.4 steps taken (or proposed to be taken) to fix the Importer Personal Data Breach (including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again) and to ensure that Appropriate Safeguards are in place;
 - 15.3.5 contact point for more information; and
 - 15.3.6 any other information reasonably requested by the Exporter.

If it is not possible for the Importer to provide all the above information at the same time, it may do so in phases, Without Undue Delay.

15.4 If the Importer is a Controller: if the Importer Personal Data Breach is likely to result in a high risk to the rights or freedoms of any Relevant Data Subject, the Importer must inform those Relevant Data Subjects Without Undue Delay, except in so far as it requires disproportionate effort, and provided the Importer ensures that there is a public communication or similar measures whereby Relevant Data Subjects are informed in an equally effective manner.

15.5 The Importer must keep a written record of all relevant facts relating to the Importer Personal Data Breach, which it will provide to the Exporter and the ICO on request.

This record must include the steps it takes to fix the Importer Personal Data Breach (including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again) and to ensure that Security Requirements continue to provide a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach.

16. Transferring on the Transferred Data

16.1 The Importer may only transfer on the Transferred Data to a third party if it is permitted to do so in Table 2: Transfer Details Table, the transfer is for the Purpose, the transfer does not breach the Linked Agreement, and one or more of the following apply:

16.1.1 the third party has entered into a written contract with the Importer containing the same level of protection for Data Subjects as contained in this IDTA (based on the role of the recipient as controller or processor), and the Importer has conducted a risk assessment to ensure that the Appropriate Safeguards will be protected by that contract; or

16.1.2 the third party has been added to this IDTA as a Party; or

16.1.3 if the Importer was in the UK, transferring on the Transferred Data would comply with Article 46 UK GDPR; or

16.1.4 if the Importer was in the UK transferring on the Transferred Data would comply with one of the exceptions in Article 49 UK GDPR; or

16.1.5 the transfer is to the UK or an Adequate Country.

16.2 The Importer does not need to comply with Section 16.1 if it is transferring on Transferred Data and/or allowing access to the Transferred Data in accordance with Section 23 (Access Requests and Direct Access).

17. Importer's responsibility if it authorises others to perform its obligations

17.1 The Importer may sub-contract its obligations in this IDTA to a Processor or Sub-Processor (provided it complies with Section 16).

17.2 If the Importer is the Exporter's Processor or Sub-Processor: it must also comply with the Linked Agreement or be with the written consent of the Exporter.

17.3 The Importer must ensure that any person or third party acting under its authority, including a Processor or Sub-Processor, must only Process the Transferred Data on its instructions.

17.4 The Importer remains fully liable to the Exporter, the ICO and Relevant Data Subjects for its obligations under this IDTA where it has sub-contracted any obligations to its Processors and Sub-Processors, or authorised an employee or other person to perform them (and references to the Importer in this context will include references to its Processors, Sub-Processors or authorised persons).

What rights do individuals have?

18. The right to a copy of the IDTA

- 18.1 If a Party receives a request from a Relevant Data Subject for a copy of this IDTA:
- 18.1.1 it will provide the IDTA to the Relevant Data Subject and inform the other Party, as soon as reasonably possible;
 - 18.1.2 it does not need to provide copies of the Linked Agreement, but it must provide all the information from those Linked Agreements referenced in the Tables;
 - 18.1.3 it may redact information in the Tables or the information provided from the Linked Agreement if it is reasonably necessary to protect business secrets or confidential information, so long as it provides the Relevant Data Subject with a summary of those redactions so that the Relevant Data Subject can understand the content of the Tables or the information provided from the Linked Agreement.

19. The right to Information about the Importer and its Processing

- 19.1 The Importer does not need to comply with this Section 19 if it is the Exporter's Processor or Sub-Processor.
- 19.2 The Importer must ensure that each Relevant Data Subject is provided with details of:
- the Importer (including contact details and the Importer Data Subject Contact);
 - the Purposes; and
 - any recipients (or categories of recipients) of the Transferred Data;

The Importer can demonstrate it has complied with this Section 19.2 if the information is given (or has already been given) to the Relevant Data Subjects by the Exporter or another party.

The Importer does not need to comply with this Section 19.2 in so far as to do so would be impossible or involve a disproportionate effort, in which case, the Importer must make the information publicly available.

- 19.3 The Importer must keep the details of the Importer Data Subject Contact up to date and publicly available. This includes notifying the Exporter in writing of any such changes.
- 19.4 The Importer must make sure those contact details are always easy to access for all Relevant Data Subjects and be able to easily communicate with Data Subjects in the English language Without Undue Delay.

20. How Relevant Data Subjects can exercise their data subject rights

- 20.1 The Importer does not need to comply with this Section 20 if it is the Exporter's Processor or Sub-Processor.
- 20.2 If an individual requests, the Importer must confirm whether it is Processing their Personal Data as part of the Transferred Data.
- 20.3 The following Sections of this Section 20, relate to a Relevant Data Subject's Personal Data which forms part of the Transferred Data the Importer is Processing.
- 20.4 If the Relevant Data Subject requests, the Importer must provide them with a copy of their Transferred Data:
- 20.4.1 Without Undue Delay (and in any event within one month);

- 20.4.2 at no greater cost to the Relevant Data Subject than it would be able to charge if it were subject to the UK Data Protection Laws;
 - 20.4.3 in clear and plain English that is easy to understand; and
 - 20.4.4 in an easily accessible form
- together with
- 20.4.5 (if needed) a clear and plain English explanation of the Transferred Data so that it is understandable to the Relevant Data Subject; and
 - 20.4.6 information that the Relevant Data Subject has the right to bring a claim for compensation under this IDTA.
- 20.5 If a Relevant Data Subject requests, the Importer must:
- 20.5.1 rectify inaccurate or incomplete Transferred Data;
 - 20.5.2 erase Transferred Data if it is being Processed in breach of this IDTA;
 - 20.5.3 cease using it for direct marketing purposes; and
 - 20.5.4 comply with any other reasonable request of the Relevant Data Subject, which the Importer would be required to comply with if it were subject to the UK Data Protection Laws.
- 20.6 The Importer must not use the Transferred Data to make decisions about the Relevant Data Subject based solely on automated processing, including profiling (the “Decision-Making”), which produce legal effects concerning the Relevant Data Subject or similarly significantly affects them, except if it is permitted by Local Law and:
- 20.6.1 the Relevant Data Subject has given their explicit consent to such Decision-Making; or
 - 20.6.2 Local Law has safeguards which provide sufficiently similar protection for the Relevant Data Subjects in relation to such Decision-Making, as to the relevant protection the Relevant Data Subject would have if such Decision-Making was in the UK; or
 - 20.6.3 the Extra Protection Clauses provide safeguards for the Decision-Making which provide sufficiently similar protection for the Relevant Data Subjects in relation to such Decision-Making, as to the relevant protection the Relevant Data Subject would have if such Decision-Making was in the UK.
- 21. How Relevant Data Subjects can exercise their data subject rights– if the Importer is the Exporter’s Processor or Sub-Processor**
- 21.1 Where the Importer is the Exporter’s Processor or Sub-Processor: If the Importer receives a request directly from an individual which relates to the Transferred Data it must pass that request on to the Exporter Without Undue Delay. The Importer must only respond to that individual as authorised by the Exporter or any Third Party Controller.
- 22. Rights of Relevant Data Subjects are subject to the exemptions in the UK Data Protection Laws**
- 22.1 The Importer is not required to respond to requests or provide information or notifications under Sections 18, 19, 20, 21 and 23 if:
- 22.1.1 it is unable to reasonably verify the identity of an individual making the request; or

- 22.1.2 the requests are manifestly unfounded or excessive, including where requests are repetitive. In that case the Importer may refuse the request or may charge the Relevant Data Subject a reasonable fee; or
- 22.1.3 a relevant exemption would be available under UK Data Protection Laws, were the Importer subject to the UK Data Protection Laws.

If the Importer refuses an individual's request or charges a fee under Section 22.1.2 it will set out in writing the reasons for its refusal or charge, and inform the Relevant Data Subject that they are entitled to bring a claim for compensation under this IDTA in the case of any breach of this IDTA.

How to give third parties access to Transferred Data under Local Laws

23. Access requests and direct access

- 23.1 In this Section 23 an "Access Request" is a legally binding request (except for requests only binding by contract law) to access any Transferred Data and "Direct Access" means direct access to any Transferred Data by public authorities of which the Importer is aware.
- 23.2 The Importer may disclose any requested Transferred Data in so far as it receives an Access Request, unless in the circumstances it is reasonable for it to challenge that Access Request on the basis there are significant grounds to believe that it is unlawful.
- 23.3 In so far as Local Laws allow and it is reasonable to do so, the Importer will Without Undue Delay provide the following with relevant information about any Access Request or Direct Access: the Exporter; any Third Party Controller; and where the Importer is a Controller, any Relevant Data Subjects.
- 23.4 In so far as Local Laws allow, the Importer must:
 - 23.4.1 make and keep a written record of Access Requests and Direct Access, including (if known): the dates, the identity of the requestor/accessor, the purpose of the Access Request or Direct Access, the type of data requested or accessed, whether it was challenged or appealed, and the outcome; and the Transferred Data which was provided or accessed; and
 - 23.4.2 provide a copy of this written record to the Exporter on each Review Date and any time the Exporter or the ICO reasonably requests.

24. Giving notice

- 24.1 If a Party is required to notify any other Party in this IDTA it will be marked for the attention of the relevant Key Contact and sent by e-mail to the e-mail address given for the Key Contact.
- 24.2 If the notice is sent in accordance with Section 24.1, it will be deemed to have been delivered at the time the e-mail was sent, or if that time is outside of the receiving Party's normal business hours, the receiving Party's next normal business day, and provided no notice of non-delivery or bounceback is received.
- 24.3 The Parties agree that any Party can update their Key Contact details by giving 14 days' (or more) notice in writing to the other Party.

25. General clauses

- 25.1 In relation to the transfer of the Transferred Data to the Importer and the Importer's Processing of the Transferred Data, this IDTA and any Linked Agreement:
 - 25.1.1 contain all the terms and conditions agreed by the Parties; and

- 25.1.2 override all previous contacts and arrangements, whether oral or in writing.
- 25.2 If one Party made any oral or written statements to the other before entering into this IDTA (which are not written in this IDTA) the other Party confirms that it has not relied on those statements and that it will not have a legal remedy if those statements are untrue or incorrect, unless the statement was made fraudulently.
- 25.3 Neither Party may novate, assign or obtain a legal charge over this IDTA (in whole or in part) without the written consent of the other Party, which may be set out in the Linked Agreement.
- 25.4 Except as set out in Section 17.1, neither Party may sub contract its obligations under this IDTA without the written consent of the other Party, which may be set out in the Linked Agreement.
- 25.5 This IDTA does not make the Parties a partnership, nor appoint one Party to act as the agent of the other Party.
- 25.6 If any Section (or part of a Section) of this IDTA is or becomes illegal, invalid or unenforceable, that will not affect the legality, validity and enforceability of any other Section (or the rest of that Section) of this IDTA.
- 25.7 If a Party does not enforce, or delays enforcing, its rights or remedies under or in relation to this IDTA, this will not be a waiver of those rights or remedies. In addition, it will not restrict that Party's ability to enforce those or any other right or remedy in future.
- 25.8 If a Party chooses to waive enforcing a right or remedy under or in relation to this IDTA, then this waiver will only be effective if it is made in writing. Where a Party provides such a written waiver:
 - 25.8.1 it only applies in so far as it explicitly waives specific rights or remedies;
 - 25.8.2 it shall not prevent that Party from exercising those rights or remedies in the future (unless it has explicitly waived its ability to do so); and
 - 25.8.3 it will not prevent that Party from enforcing any other right or remedy in future.

What happens if there is a breach of this IDTA?

26. Breaches of this IDTA

- 26.1 Each Party must notify the other Party in writing (and with all relevant details) if it:
 - 26.1.1 has breached this IDTA; or
 - 26.1.2 it should reasonably anticipate that it may breach this IDTA, and provide any information about this which the other Party reasonably requests.
- 26.2 In this IDTA "Significant Harmful Impact" means that there is more than a minimal risk of a breach of the IDTA causing (directly or indirectly) significant damage to any Relevant Data Subject or the other Party.

27. Breaches of this IDTA by the Importer

- 27.1 If the Importer has breached this IDTA, and this has a Significant Harmful Impact, the Importer must take steps Without Undue Delay to end the Significant Harmful Impact, and if that is not possible to reduce the Significant Harmful Impact as much as possible.
- 27.2 Until there is no ongoing Significant Harmful Impact on Relevant Data Subjects:
 - 27.2.1 the Exporter must suspend sending Transferred Data to the Importer;

- 27.2.2 If the Importer is the Exporter's Processor or Sub-Processor: if the Exporter requests, the importer must securely delete all Transferred Data or securely return it to the Exporter (or a third party named by the Exporter); and
- 27.2.3 if the Importer has transferred on the Transferred Data to a third party receiver under Section 16, and the breach has a Significant Harmful Impact on Relevant Data Subject when it is Processed by or on behalf of that third party receiver, the Importer must:
 - 27.2.3.1 notify the third party receiver of the breach and suspend sending it Transferred Data; and
 - 27.2.3.2 if the third party receiver is the Importer's Processor or Sub-Processor: make the third party receiver securely delete all Transferred Data being Processed by it or on its behalf, or securely return it to the Importer (or a third party named by the Importer).
- 27.3 If the breach cannot be corrected Without Undue Delay, so there is no ongoing Significant Harmful Impact on Relevant Data Subjects, the Exporter must end this IDTA under Section 30.1.

28. Breaches of this IDTA by the Exporter

- 28.1 If the Exporter has breached this IDTA, and this has a Significant Harmful Impact, the Exporter must take steps Without Undue Delay to end the Significant Harmful Impact and if that is not possible to reduce the Significant Harmful Impact as much as possible.
- 28.2 Until there is no ongoing risk of a Significant Harmful Impact on Relevant Data Subjects, the Exporter must suspend sending Transferred Data to the Importer.
- 28.3 If the breach cannot be corrected Without Undue Delay, so there is no ongoing Significant Harmful Impact on Relevant Data Subjects, the Importer must end this IDTA under Section 30.1.

Ending the IDTA

29. How to end this IDTA without there being a breach

- 29.1 The IDTA will end:
 - 29.1.1 at the end of the Term stated in Table 2: Transfer Details; or
 - 29.1.2 if in Table 2: Transfer Details, the Parties can end this IDTA by providing written notice to the other: at the end of the notice period stated;
 - 29.1.3 at any time that the Parties agree in writing that it will end; or
 - 29.1.4 at the time set out in Section 29.2.
- 29.2 If the ICO issues a revised Approved IDTA under Section 5.4, if any Party selected in Table 2 "Ending the IDTA when the Approved IDTA changes", will as a direct result of the changes in the Approved IDTA have a substantial, disproportionate and demonstrable increase in:
 - 29.2.1 its direct costs of performing its obligations under the IDTA; and/or
 - 29.2.2 its risk under the IDTA,

and in either case it has first taken reasonable steps to reduce that cost or risk so that it is not substantial and disproportionate, that Party may end the IDTA at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved IDTA.

30. How to end this IDTA if there is a breach

- 30.1 A Party may end this IDTA immediately by giving the other Party written notice if:
- 30.1.1 the other Party has breached this IDTA and this has a Significant Harmful Impact. This includes repeated minor breaches which taken together have a Significant Harmful Impact, and
 - 30.1.1.1 the breach can be corrected so there is no Significant Harmful Impact, and the other Party has failed to do so Without Undue Delay (which cannot be more than 14 days of being required to do so in writing); or
 - 30.1.1.2 the breach and its Significant Harmful Impact cannot be corrected;
 - 30.1.2 the Importer can no longer comply with Section 8.3, as there are Local Laws which mean it cannot comply with this IDTA and this has a Significant Harmful Impact.

31. What must the Parties do when the IDTA ends?

- 31.1 If the parties wish to bring this IDTA to an end or this IDTA ends in accordance with any provision in this IDTA, but the Importer must comply with a Local Law which requires it to continue to keep any Transferred Data then this IDTA will remain in force in respect of any retained Transferred Data for as long as the retained Transferred Data is retained, and the Importer must:
- 31.1.1 notify the Exporter Without Undue Delay, including details of the relevant Local Law and the required retention period;
 - 31.1.2 retain only the minimum amount of Transferred Data it needs to comply with that Local Law, and the Parties must ensure they maintain the Appropriate Safeguards, and change the Tables and Extra Protection Clauses, together with any TRA to reflect this; and
 - 31.1.3 stop Processing the Transferred Data as soon as permitted by that Local Law and the IDTA will then end and the rest of this Section 29 will apply.
- 31.2 When this IDTA ends (no matter what the reason is):
- 31.2.1 the Exporter must stop sending Transferred Data to the Importer; and
 - 31.2.2 if the Importer is the Exporter's Processor or Sub-Processor: the Importer must delete all Transferred Data or securely return it to the Exporter (or a third party named by the Exporter), as instructed by the Exporter;
 - 31.2.3 if the Importer is a Controller and/or not the Exporter's Processor or Sub-Processor: the Importer must securely delete all Transferred Data.
 - 31.2.4 the following provisions will continue in force after this IDTA ends (no matter what the reason is):
 - **Section 1** (This IDTA and Linked Agreements);
 - **Section 2** (Legal Meaning of Words);
 - **Section 6** (Understanding this IDTA);
 - **Section 7** (Which laws apply to this IDTA);
 - **Section 10** (The ICO);
 - **Sections 11.1 and 11.4** (Exporter's obligations);

- **Sections 12.1.2, 12.1.3, 12.1.4, 12.1.5 and 12.1.6** (General Importer obligations);
- **Section 13.1** (Importer's obligations if it is subject to UK Data Protection Laws);
- **Section 17** (Importer's responsibility if it authorised others to perform its obligations);
- **Section 24** (Giving notice);
- **Section 25** (General clauses);
- **Section 31** (What must the Parties do when the IDTA ends);
- **Section 32** (Your liability);
- **Section 33** (How Relevant Data Subjects and the ICO may bring legal claims);
- **Section 34** (Courts legal claims can be brought in);
- **Section 35** (Arbitration); and
- **Section 36** (Legal Glossary).

How to bring a legal claim under this IDTA

32. Your liability

- 32.1 The Parties remain fully liable to Relevant Data Subjects for fulfilling their obligations under this IDTA and (if they apply) under UK Data Protection Laws.
- 32.2 Each Party (in this Section, "Party One") agrees to be fully liable to Relevant Data Subjects for the entire damage suffered by the Relevant Data Subject, caused directly or indirectly by:
- 32.2.1 Party One's breach of this IDTA; and/or
- 32.2.2 where Party One is a Processor, Party One's breach of any provisions regarding its Processing of the Transferred Data in the Linked Agreement;
- 32.2.3 where Party One is a Controller, a breach of this IDTA by the other Party if it involves Party One's Processing of the Transferred Data (no matter how minimal)
- in each case unless Party One can prove it is not in any way responsible for the event giving rise to the damage.
- 32.3 If one Party has paid compensation to a Relevant Data Subject under Section 32.2, it is entitled to claim back from the other Party that part of the compensation corresponding to the other Party's responsibility for the damage, so that the compensation is fairly divided between the Parties.
- 32.4 The Parties do not exclude or restrict their liability under this IDTA or UK Data Protection Laws, on the basis that they have authorised anyone who is not a Party (including a Processor) to perform any of their obligations, and they will remain responsible for performing those obligations.

33. How Relevant Data Subjects and the ICO may bring legal claims

- 33.1 The Relevant Data Subjects are entitled to bring claims against the Exporter and/or Importer for breach of the following (including where their Processing of the Transferred Data is involved in a breach of the following by either Party):

- **Section 1** (This IDTA and Linked Agreements);
 - **Section 3** (You have provided all the information required by Part one: Tables and Part two: Extra Protection Clauses);
 - **Section 8** (The Appropriate Safeguards);
 - **Section 9** (Reviews to ensure the Appropriate Safeguards continue);
 - **Section 11** (Exporter's obligations);
 - **Section 12** (General Importer Obligations);
 - **Section 13** (Importer's obligations if it is subject to UK Data Protection Laws);
 - **Section 14** (Importer's obligations to comply with key data protection laws);
 - **Section 15** (What happens if there is an Importer Personal Data Breach);
 - **Section 16** (Transferring on the Transferred Data);
 - **Section 17** (Importer's responsibility if it authorises others to perform its obligations);
 - **Section 18** (The right to a copy of the IDTA);
 - **Section 19** (The Importer's contact details for the Relevant Data Subjects);
 - **Section 20** (How Relevant Data Subjects can exercise their data subject rights);
 - **Section 21** (How Relevant Data Subjects can exercise their data subject rights– if the Importer is the Exporter's Processor or Sub-Processor);
 - **Section 23** (Access Requests and Direct Access);
 - **Section 26** (Breaches of this IDTA);
 - **Section 27** (Breaches of this IDTA by the Importer);
 - **Section 28** (Breaches of this IDTA by the Exporter);
 - **Section 30** (How to end this IDTA if there is a breach);
 - **Section 31** (What must the Parties do when the IDTA ends); and
 - any other provision of the IDTA which expressly or by implication benefits the Relevant Data Subjects.
- 33.2 The ICO is entitled to bring claims against the Exporter and/or Importer for breach of the following Sections: Section 10 (The ICO), Sections 11.1 and 11.2 (Exporter's obligations), Section 12.1.6 (General Importer obligations) and Section 13 (Importer's obligations if it is subject to UK Data Protection Laws).
- 33.3 No one else (who is not a Party) can enforce any part of this IDTA (including under the Contracts (Rights of Third Parties) Act 1999).
- 33.4 The Parties do not need the consent of any Relevant Data Subject or the ICO to make changes to this IDTA, but any changes must be made in accordance with its terms.
- 33.5 In bringing a claim under this IDTA, a Relevant Data Subject may be represented by a not-for-profit body, organisation or association under the same conditions set out in Article 80(1) UK GDPR and sections 187 to 190 of the Data Protection Act 2018.

34. Courts legal claims can be brought in

- 34.1 The courts of the UK country set out in Table 2: Transfer Details have non-exclusive jurisdiction over any claim in connection with this IDTA (including non-contractual claims).
- 34.2 The Exporter may bring a claim against the Importer in connection with this IDTA (including non-contractual claims) in any court in any country with jurisdiction to hear the claim.
- 34.3 The Importer may only bring a claim against the Exporter in connection with this IDTA (including non-contractual claims) in the courts of the UK country set out in the Table 2: Transfer Details
- 34.4 Relevant Data Subjects and the ICO may bring a claim against the Exporter and/or the Importer in connection with this IDTA (including non-contractual claims) in any court in any country with jurisdiction to hear the claim.
- 34.5 Each Party agrees to provide to the other Party reasonable updates about any claims or complaints brought against it by a Relevant Data Subject or the ICO in connection with the Transferred Data (including claims in arbitration).

35. Arbitration

- 35.1 Instead of bringing a claim in a court under Section 34, any Party, or a Relevant Data Subject may elect to refer any dispute arising out of or in connection with this IDTA (including non-contractual claims) to final resolution by arbitration under the Rules of the London Court of International Arbitration, and those Rules are deemed to be incorporated by reference into this Section 35.
- 35.2 The Parties agree to submit to any arbitration started by another Party or by a Relevant Data Subject in accordance with this Section 35.
- 35.3 There must be only one arbitrator. The arbitrator (1) must be a lawyer qualified to practice law in one or more of England and Wales, or Scotland, or Northern Ireland and (2) must have experience of acting or advising on disputes relating to UK Data Protection Laws.
- 35.4 London shall be the seat or legal place of arbitration. It does not matter if the Parties selected a different UK country as the 'primary place for legal claims to be made' in Table 2: Transfer Details.
- 35.5 The English language must be used in the arbitral proceedings.
- 35.6 English law governs this Section 35. This applies regardless of whether or not the parties selected a different UK country's law as the 'UK country's law that governs the IDTA' in Table 2: Transfer Details.

36. Legal Glossary

Word or Phrase	Legal definition (this is how this word or phrase must be interpreted in the IDTA)
Access Request	As defined in Section 23, as a legally binding request (except for requests only binding by contract law) to access any Transferred Data.
Adequate Country	A third country, or: <ul style="list-style-type: none">• a territory;• one or more sectors or organisations within a third country;• an international organisation;

Word or Phrase	Legal definition (this is how this word or phrase must be interpreted in the IDTA)
	which the Secretary of State has specified by regulations provides an adequate level of protection of Personal Data in accordance with Section 17A of the Data Protection Act 2018.
Appropriate Safeguards	The standard of protection over the Transferred Data and of the Relevant Data Subject's rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved IDTA	The template IDTA A1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4.
Commercial Clauses	The commercial clauses set out in Part three.
Controller	As defined in the UK GDPR.
Damage	All material and non-material loss and damage.
Data Subject	As defined in the UK GDPR.
Decision-Making	As defined in Section 20.6, as decisions about the Relevant Data Subjects based solely on automated processing, including profiling, using the Transferred Data.
Direct Access	As defined in Section 23 as direct access to any Transferred Data by public authorities of which the Importer is aware.
Exporter	The exporter identified in Table 1: Parties & Signature.
Extra Protection Clauses	The clauses set out in Part two: Extra Protection Clauses.
ICO	The Information Commissioner.
Importer	The importer identified in Table 1: Parties & Signature.
Importer Data Subject Contact	The Importer Data Subject Contact identified in Table 1: Parties & Signature, which may be updated in accordance with Section 19.

Word or Phrase	Legal definition (this is how this word or phrase must be interpreted in the IDTA)
Importer Information	As defined in Section 8.3.1, as all relevant information regarding Local Laws and practices and the protections and risks which apply to the Transferred Data when it is Processed by the Importer, including for the Exporter to carry out any TRA.
Importer Personal Data Breach	A 'personal data breach' as defined in UK GDPR, in relation to the Transferred Data when Processed by the Importer.
Linked Agreement	The linked agreements set out in Table 2: Transfer Details (if any).
Local Laws	Laws which are not the laws of the UK and which bind the Importer.
Mandatory Clauses	Part four: Mandatory Clauses of this IDTA.
Notice Period	As set out in Table 2: Transfer Details.
Party/Parties	The parties to this IDTA as set out in Table 1: Parties & Signature.
Personal Data	As defined in the UK GDPR.
Personal Data Breach	As defined in the UK GDPR.
Processing	As defined in the UK GDPR. When the IDTA refers to Processing by the Importer, this includes where a third party Sub-Processor of the Importer is Processing on the Importer's behalf.
Processor	As defined in the UK GDPR.
Purpose	The 'Purpose' set out in Table 2: Transfer Details, including any purposes which are not incompatible with the purposes stated or referred to.
Relevant Data Subject	A Data Subject of the Transferred Data.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR

Word or Phrase	Legal definition (this is how this word or phrase must be interpreted in the IDTA)
Review Dates	The review dates or period for the Security Requirements set out in Table 2: Transfer Details, and any review dates set out in any revised Approved IDTA.
Significant Harmful Impact	As defined in Section 26.2 as where there is more than a minimal risk of the breach causing (directly or indirectly) significant harm to any Relevant Data Subject or the other Party.
Special Category Data	As described in the UK GDPR, together with criminal conviction or criminal offence data.
Start Date	As set out in Table 1: Parties and signature.
Sub-Processor	A Processor appointed by another Processor to Process Personal Data on its behalf. This includes Sub-Processors of any level, for example a Sub-Sub-Processor.
Tables	The Tables set out in Part one of this IDTA.
Term	As set out in Table 2: Transfer Details.
Third Party Controller	The Controller of the Transferred Data where the Exporter is a Processor or Sub-Processor If there is not a Third Party Controller this can be disregarded.
Transfer Risk Assessment or TRA	A risk assessment in so far as it is required by UK Data Protection Laws to demonstrate that the IDTA provides the Appropriate Safeguards
Transferred Data	Any Personal Data which the Parties transfer, or intend to transfer under this IDTA, as described in Table 2: Transfer Details
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in Section 3 of the Data Protection Act 2018.
Without Undue Delay	Without undue delay, as that phrase is interpreted in the UK GDPR.

Alternative Part 4 Mandatory Clauses:

Mandatory Clauses

Part 4: Mandatory Clauses of the Approved IDTA, being the template IDTA A.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4 of those Mandatory Clauses.