



TELECONFERENCE/VIRTUAL MEETING
ARCHITECT SECTION
EXAMINING BOARD OF ARCHITECTS, LANDSCAPE ARCHITECTS,
PROFESSIONAL ENGINEERS, DESIGNERS, PROFESSIONAL LAND SURVEYORS,
AND REGISTERED INTERIOR DESIGNERS
Virtual, 4822 Madison Yards Way, Madison
Contact: Adam Barr (608) 266-2112
October 11, 2022

The following agenda describes the issues that the Section plans to consider at the meeting. At the time of the meeting, items may be removed from the agenda. Please consult the meeting minutes for a record of the actions of the Section.

AGENDA

9:00 A.M.

OPEN SESSION – CALL TO ORDER – ROLL CALL

- A. Adoption of Agenda (1-3)**
- B. Approval of Minutes**
 - 1) April 12, 2022 **(4-11)**
 - 2) September 23, 2022 **(12)**
- C. Introductions, Announcements and Recognition**
- D. Reminders: Conflicts of Interest, Scheduling Concerns**
- E. Administrative Matters**
 - 1) Department, Staff and Section Updates
 - 2) Section Member – Term Expiration Dates
 - a. Douglas, Gregory A. – 7/1/2023
 - b. Gersich, A. James – 7/1/2015
 - c. Wagner, Steven L – 7/1/2021
- F. Legislative and Policy Matters – Discussion and Consideration**
- G. NCARB Mutual Recognition Agreement with the United Kingdom – Discussion and Consideration (13-60)**
- H. Administrative Rule Matters – Discussion and Consideration (61)**
 - 1) Review of Preliminary Rule Draft: A-E 8, Relating to Supervision **(62-68)**
 - 2) Pending and Possible Rulemaking Projects **(69)**

- I. Speaking Engagements, Travel, or Public Relation Requests, and Reports – Discussion and Consideration**
 - 1) Travel Report: 2022 National Council of Architectural Registration Boards (NCARB) Annual Business Meeting. June 1-4 2022, in Austin, Texas – Gregory Douglas
- J. Liaison Reports – Discussion and Consideration**
- K. Discussion and Consideration of Items Added After Preparation of Agenda:**
 - 1) Introductions, Announcements and Recognition
 - 2) Administrative Matters
 - 3) Election of Officers
 - 4) Appointment of Liaisons and Alternates
 - 5) Delegation of Authorities
 - 6) Education and Examination Matters
 - 7) Credentialing Matters
 - 8) Practice Matters
 - 9) Legislative and Policy Matters
 - 10) Administrative Rule Matters
 - 11) Liaison Reports
 - 12) Board Liaison Training and Appointment of Mentors
 - 13) Informational Items
 - 14) Division of Legal Services and Compliance (DLSC) Matters
 - 15) Presentations of Petitions for Summary Suspension
 - 16) Petitions for Designation of Hearing Examiner
 - 17) Presentation of Stipulations, Final Decisions and Orders
 - 18) Presentation of Proposed Final Decisions and Orders
 - 19) Presentation of Interim Orders
 - 20) Petitions for Re-Hearing
 - 21) Petitions for Assessments
 - 22) Petitions to Vacate Orders
 - 23) Requests for Disciplinary Proceeding Presentations
 - 24) Motions
 - 25) Petitions
 - 26) Appearances from Requests Received or Renewed
 - 27) Speaking Engagements, Travel, or Public Relation Requests, and Reports

L. Public Comments

CONVENE TO CLOSED SESSION to deliberate on cases following hearing (s. 19.85(1)(a), Stats.); to consider licensure or certification of individuals (s. 19.85(1)(b), Stats.); to consider closing disciplinary investigations with administrative warnings (ss. 19.85(1)(b), and 440.205, Stats.); to consider individual histories or disciplinary data (s. 19.85(1)(f), Stats.); and to confer with legal counsel (s. 19.85(1)(g), Stats.).

M. Deliberation on Division of Legal Services and Compliance (DLSC) Matters

- 1) **Administrative Warnings**
 - a. 20 ARC 006 – S.R.F. **(70-71)**
- 2) **Case Closings**
 - a. 20 ARC 011 – S.S. **(72-75)**

N. Deliberation of Items Added After Preparation of the Agenda

- 1) Education and Examination Matters

- 2) Credentialing Matters
- 3) DLSC Matters
- 4) Monitoring Matters
- 5) Professional Assistance Procedure (PAP) Matters
- 6) Petitions for Summary Suspensions
- 7) Petitions for Designation of Hearing Examiner
- 8) Proposed Stipulations, Final Decisions and Order
- 9) Proposed Interim Orders
- 10) Administrative Warnings
- 11) Review of Administrative Warnings
- 12) Proposed Final Decisions and Orders
- 13) Matters Relating to Costs/Orders Fixing Costs
- 14) Case Closings
- 15) Board Liaison Training
- 16) Petitions for Assessments and Evaluations
- 17) Petitions to Vacate Orders
- 18) Remedial Education Cases
- 19) Motions
- 20) Petitions for Re-Hearing
- 21) Appearances from Requests Received or Renewed

O. Consulting with Legal Counsel

RECONVENE TO OPEN SESSION IMMEDIATELY FOLLOWING CLOSED SESSION

P. Vote on Items Considered or Deliberated Upon in Closed Session if Voting is Appropriate

Q. Open Session Items Noticed Above Not Completed in the Initial Open Session

ADJOURNMENT

NEXT MEETING: APRIL 2023 (TBD)

 MEETINGS AND HEARINGS ARE OPEN TO THE PUBLIC, AND MAY BE CANCELLED
 WITHOUT NOTICE.

Times listed for meeting items are approximate and depend on the length of discussion and voting. All meetings are held virtually unless otherwise indicated. In-person meetings are typically conducted at 4822 Madison Yards Way, Madison, Wisconsin, unless an alternative location is listed on the meeting notice. In order to confirm a meeting or to request a complete copy of the board's agenda, please visit the Department website at <https://dps.wi.gov>. The board may also consider materials or items filed after the transmission of this notice. Times listed for the commencement of disciplinary hearings may be changed by the examiner for the convenience of the parties. Requests for interpreters for the hard of hearing, or other accommodations, are considered upon request by contacting the Affirmative Action Officer at 608-266-2112, or the Meeting Staff at 608-266-5439.

**VIRTUAL/TELECONFERENCE
ARCHITECT SECTION
EXAMINING BOARD OF ARCHITECTS, LANDSCAPE ARCHITECTS
PROFESSIONAL ENGINEERS, DESIGNERS, PROFESSIONAL LAND SURVEYORS,
AND INTERIOR DESIGNERS
MEETING MINUTES
APRIL 12, 2022**

PRESENT: Gregory Douglas, James Gersich, Steven Wagner

STAFF: Adam Barr, Executive Director; Jon Derenne, Legal Counsel; Dana Denny, Administrative Rules Coordinator; Kimberly Wood, Program Assistant Supervisor-Adv.; and other Department Staff

CALL TO ORDER

Steven Wagner, Chairperson, called the meeting to order at 9:00 a.m. A quorum was confirmed with three (3) members present.

ADOPTION OF AGENDA

MOTION: James Gersich moved, seconded by Gregory Douglas, to adopt the Agenda as published. Motion carried unanimously.

APPROVAL OF MINUTES OF OCTOBER 6, 2021

MOTION: James Gersich moved, seconded by Gregory Douglas, to approve the Minutes from October 6, 2021 as published. Motion carried unanimously.

ADMINISTRATIVE MATTERS

Election of Officers

Slate of Officers

NOMINATION: James Gersich nominated the 2021 slate of officers to continue in 2022.

Adam Barr, Executive Director, called for nominations three (3) times.

The Slate of Officers were elected by unanimous voice vote.

ELECTION RESULTS	
Chairperson	Steven Wagner
Vice Chairperson	Gregory Douglas
Secretary	James Gersich

Appointment of Liaisons and Alternates

LIAISON APPOINTMENTS	
Credentialing Liaison(s)	Steven Wagner <i>Alternate: James Gersich</i>
Education and Examination Liaison(s)	Gregory Douglas <i>Alternate: James Gersich</i>
Monitoring Liaison(s)	Gregory Douglas <i>Alternate: James Gersich</i>
Professional Assistance Procedure Liaison(s)	James Gersich <i>Alternate: Gregory Douglas</i>
Legislative Liaison(s)	Steven Wagner <i>Alternate: Gregory Douglas</i>
Travel Authorization Liaison(s)	Steven Wagner <i>Alternate: James Gersich</i>
Optional Renewal Notice Liaison(s)	James Gersich <i>Alternate: Steven Wagner (Chair)</i>
Website Liaison(s)	Steven Wagner (Chair) <i>Alternate: Gregory Douglas</i>
A-E Rules Committee (Professional Member)	Steven Wagner <i>Alternate: Gregory Douglas</i>
Screening Panel	Gregory Douglas, James Gersich <i>Alternate: Steven Wagner</i>

Delegation of Authorities

DLSC Screening Delegation

MOTION: James Gersich moved, seconded by Gregory Douglas, to delegate authority to the DLSC attorney to screen complaints when Section members are conflicted out. Motion carried unanimously.

Document Signature Delegations

MOTION: James Gersich moved, seconded by Gregory Douglas, to delegate authority to the Chairperson (or in absence of the Chairperson, the highest-ranking officer or longest serving section member in that succession) to sign documents on behalf of the Section in order to carry out its duties. Motion carried unanimously.

MOTION: James Gersich moved, seconded by Gregory Douglas, in order to carry out duties of the Section, the Chairperson (or in absence of the Chairperson, the highest-ranking officer or longest serving section member in that succession) has the ability to delegate signature authority for purposes of facilitating the completion of assignments during or between meetings. The members of the Section hereby delegate to the Executive Director or DPD Division Administrator, the authority to sign on behalf of a section member as necessary. Motion carried unanimously.

Delegated Authority for Urgent Matters

MOTION: James Gersich moved, seconded by Gregory Douglas, that in order to facilitate the completion of urgent matters between meetings, the Section delegates its authority to the Chairperson (or, in the absence of the Chairperson, the highest-ranking officer or longest serving section member in that succession), to appoint liaisons to the Department to act in urgent matters. Motion carried unanimously.

Delegation to Chief Legal Counsel Due to Loss of Quorum

MOTION: James Gersich moved, seconded by Gregory Douglas, to delegate the review and authority to act on disciplinary cases to the Department's Chief Legal Counsel due to lack of/loss of quorum after two consecutive meetings. Motion carried unanimously.

Monitoring Delegations

Delegation of Authorities for Monitoring

MOTION: James Gersich moved, seconded by Gregory Douglas, to adopt the "Roles and Authorities Delegated for Monitoring" document as presented in the April 12, 2022 agenda materials on pages 18-19. Motion carried unanimously.

Delegation of Authorities for Legal Counsel to Sign Monitoring Orders

MOTION: James Gersich moved, seconded by Gregory Douglas, to delegate to Legal Counsel the authority to sign Monitoring orders that result from Section meetings on behalf of the Section Chairperson. Motion carried unanimously.

Credentialing Authority Delegations

Delegation of Authority to Credentialing Liaison

MOTION: James Gersich moved, seconded by Gregory Douglas, to delegate authority to the Credentialing Liaison(s) to serve as a liaison between the Department and the Board and to act on behalf of the Section in regard to credentialing applications or questions presented to them, including the signing of documents related to applications, except that potential denial decisions shall be referred to the full Section for final determination. Motion carried unanimously.

Delegation of Authority to DSPS When Credentialing Criteria is Met

MOTION: James Gersich moved, seconded by Gregory Douglas, to delegate credentialing authority to the Department to act upon applications that meet all credentialing statutory and regulatory requirements without Section or Section liaison review. Motion carried unanimously.

Delegation of Authority for Predetermination Reviews

MOTION: James Gersich moved, seconded by Gregory Douglas, to delegate authority to the Department Attorneys to make decisions regarding predetermination applications pursuant to Wis. Stat. § 111.335(4)(f). Motion carried unanimously.

Delegation of Authority for Conviction Reviews

MOTION: James Gersich moved, seconded by Gregory Douglas, to delegate authority to the Department Attorneys to review and approve applications with convictions which are not substantially related to the practice of architecture. Motion carried unanimously.

Delegation to DSPS When Applicant's Conviction History Has Been Previously Reviewed

MOTION: James Gersich moved, seconded by Gregory Douglas, to delegate authority to Department staff to approve applications where criminal background checks have been approved for a previous architecture credential and there is no new conviction record. Motion carried unanimously.

Delegation of Authority for Reciprocity Reviews

MOTION: James Gersich moved, seconded by Gregory Douglas, to delegate authority to the Department Attorneys to review and approve reciprocity applications in which the out of state license requirements are of a standard not lower than required by the Section. Motion carried unanimously.

Delegated Authority for Application Denial Reviews

MOTION: James Gersich moved, seconded by Gregory Douglas, to delegate authority to the Department's Attorney Supervisors to serve as the Section's designee for purposes of reviewing and acting on requests for hearing as a result of a denial of a credential. Motion carried unanimously.

Pre-Screening Delegation to Open Cases

MOTION: James Gersich moved, seconded by Gregory Douglas, to delegate pre-screening decision making authority to the Department screening attorney for opening cases as outlined below:

1. OWIs of 3 or more that occurred in the last 5 years.
2. Reciprocal discipline cases.
3. Impairment and/or diversion at work that includes a positive drug/alcohol test or admission by respondent.
4. Conviction of a misdemeanor or felony that the attorney believes is substantially related and is not otherwise excluded from consideration via Wis. Stat. ch. 111.
5. No response from the respondent after intake requested a response (case would be opened for the failure to respond issue as well as the merits).

Motion carried unanimously.

Pre-Screening Delegation to Close Cases

MOTION: James Gersich moved, seconded by Gregory Douglas, to delegate pre-screening decision making authority to the Department screening attorney for closing cases as outlined below:

1. One OWI that is non-work related and if AODA assessment completed, assessment does not indicate dependency.
2. Complaints that even if allegations are true, do not amount to a violation of law or rules.

Motion carried unanimously.

Voluntary Surrenders

MOTION: James Gersich moved, seconded by Gregory Douglas, to delegate authority to the assigned case advisor to accept or refuse a request for voluntary surrender pursuant to Wis. Stat. § 440.19 for a credential holder who has a pending complaint or disciplinary matter. Motion carried unanimously.

Education and Examination Liaison(s) Delegation

MOTION: James Gersich moved, seconded by Gregory Douglas, to delegate authority to the Education and Examination Liaison(s) to address all issues related to education, continuing education, and examinations. Motion carried unanimously.

Authorization for DSPS to Provide Section Member Contact Information to National Regulatory Related Bodies

MOTION: James Gersich moved, seconded by Gregory Douglas, to authorize the Department staff to provide national regulatory related bodies and NCARB with all section member contact information that the Department retains on file. Motion carried unanimously.

Optional Renewal Notice Insert Delegation

MOTION: Gregory Douglas moved, seconded by Steven Wagner, to designate James Gersich (or, in the absence of James Gersich, the Chairperson, the highest-ranking officer or longest serving board member in that succession) to provide a brief statement or link relating to board-related business within the license renewal notice at the Section's or Section designee's request. Motion carried unanimously.

Legislative Liaison Delegation

MOTION: James Gersich moved, seconded by Gregory Douglas, to delegate authority to the Legislative Liaisons to speak on behalf of the Section regarding legislative matters. Motion carried unanimously.

Travel Authorization Liaison Delegation

MOTION: James Gersich moved, seconded by Gregory Douglas, to delegate authority to the Travel Authorization Liaison to approve any section member travel to and/or participation in events germane to the section, and to designate representatives from the Section to speak and/or act on the Section's behalf at such events. Motion carried unanimously.

Website Liaison(s) Delegation

MOTION: James Gersich moved, seconded by Gregory Douglas, to authorize to the Website Liaison(s) to act on behalf of the Section in working with Department staff to identify and execute website updates. Motion carried unanimously.

LEGISLATIVE AND POLICY MATTERS

MOTION: James Gersich moved, seconded by Gregory Douglas, to acknowledge and support the Governor's veto of 2021 Wisconsin Assembly Bill 643 and 2021 Wisconsin Assembly Bill 152 as neither of these bills were in the best interest of the people of Wisconsin. Motion carried unanimously.

ADMINISTRATIVE RULE MATTERS

Scope Statement: A-E 8, Relating to Supervision

MOTION: James Gersich moved, seconded by Gregory Douglas, to approve the Scope Statement revising A-E 8, relating to supervision, for review by the A-E Rules Committee. Motion carried unanimously.

SPEAKING ENGAGEMENTS, TRAVEL, OR PUBLIC RELATION REQUESTS, AND REPORTS

Consider Attendance: National Council of Architectural Registration Boards (NCARB) 2022 Annual Business Meeting on June 1-4, 2022 in Austin, TX

MOTION: James Gersich moved, seconded by Steven Wagner, to designate Gregory Douglas, as the Board's delegate, to attend the NCARB 2022 Annual Business Meeting on June 1-4, 2022 in Austin, TX. Motion carried unanimously.

CLOSED SESSION

MOTION: James Gersich moved, seconded by Gregory Douglas, to convene to closed session to deliberate on cases following hearing (s. 19.85(1)(a), Stats.); to consider licensure or certification of individuals (s. 19.85(1)(b), Stats.); to consider closing disciplinary investigations with administrative warnings (ss. 19.85 (1)(b), and 440.205, Stats.); to consider individual histories or disciplinary data (s. 19.85(1)(f), Stats.); and to confer with legal counsel (s. 19.85(1)(g), Stats.). Steven Wagner, Chairperson, read the language of the motion. The vote of each member was ascertained by voice vote. Roll Call Vote: Gregory Douglas-yes; James Gersich-yes; and Steven Wagner-yes. Motion carried unanimously.

The Section convened into Closed Session at 11:51 a.m.

DELIBERATION ON DLSC MATTERS

Administrative Warnings

MOTION: James Gersich moved, seconded by Gregory Douglas, to issue an Administrative Warning in the matter of the following cases:

1. 19 ARC 003 – T.H.M.
2. 19 ARC 016 – S.L.L.
3. 20 ARC 001 – P.R.G.
4. 21 ARC 007 – J.H.C.
5. 21 ARC 010 – Z.S.M.

Motion carried unanimously.

Proposed Stipulations, Final Decisions and Orders

MOTION: James Gersich moved, seconded by Gregory Douglas, to adopt the Findings of Fact, Conclusions of Law and Order in the matter of disciplinary proceedings of the following cases:

1. 19 ARC 002 – Dale M. Streitenberger
2. 20 ARC 009 – Bradley S. Kortbein, Cornerstone Architects, L.L.C.
3. 21 ARC 002 – Angus-Young Associates, Inc.

Motion carried unanimously.

Case Closings

MOTION: James Gersich moved, seconded by Gregory Douglas, to close the following DLSC Cases for the reasons outlined below:

1. 19 ARC 018 – R.D. – Prosecutorial Discretion (P5)
2. 21 ARC 006 – T.S. – Prosecutorial Discretion (P5)

Motion carried unanimously.

RECONVENE TO OPEN SESSION

MOTION: Gregory Douglas moved, seconded by James Gersich, to reconvene into Open Session. Motion carried unanimously.

The Section reconvened into Open Session at 12:12 p.m.

VOTING ON ITEMS CONSIDERED OR DELIBERATED IN CLOSED SESSION

MOTION: James Gersich moved, seconded by Gregory Douglas, to affirm all motions made and votes taken in Closed Session. Motion carried unanimously.

(Be advised that any recusals or abstentions reflected in the closed session motions stand for the purposes of the affirmation vote.)

ADJOURNMENT

MOTION: James Gersich moved, seconded by Gregory Douglas, to adjourn the meeting. Motion carried unanimously.

The meeting adjourned at 12:13 p.m.

**VIRTUAL/TELECONFERENCE
ARCHITECT SECTION
EXAMINING BOARD OF ARCHITECTS, LANDSCAPE ARCHITECTS
PROFESSIONAL ENGINEERS, DESIGNERS, PROFESSIONAL LAND SURVEYORS,
AND REGISTERED INTERIOR DESIGNERS
MEETING MINUTES
SEPTEMBER 23, 2022**

PRESENT: Gregory Douglas, James Gersich, Steven Wagner

STAFF: Adam Barr, Executive Director; Joseph Ricker, Legal Counsel; Dana Denny, Administrative Rules Coordinator; Kimberly Wood, Program Assistant Supervisor-Adv.; Dialah Azam, Bureau Assistant; and other Department Staff

CALL TO ORDER

Steven Wagner, Chairperson, called the meeting to order at 10:08 a.m. A quorum was confirmed with three (3) members present.

ADOPTION OF AGENDA

MOTION: James Gersich moved, seconded by Gregory Douglas, to adopt the Agenda as published. Motion carried unanimously.

ADJOURNMENT

MOTION: James Gersich moved, seconded by Gregory Douglas, to adjourn the meeting. Motion carried unanimously.

The meeting adjourned at 11:46 a.m.

**State of Wisconsin
Department of Safety & Professional Services**

AGENDA REQUEST FORM

1) Name and title of person submitting the request: Adam Barr, Executive Director		2) Date when request submitted: 10/5/2022 <small>Items will be considered late if submitted after 12:00 p.m. on the deadline date which is 8 business days before the meeting</small>	
3) Name of Board, Committee, Council, Sections: Architect Section			
4) Meeting Date: 10/11/2022	5) Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	6) How should the item be titled on the agenda page? NCARB Mutual Recognition Agreement with the United Kingdom – Discussion and Consideration	
7) Place Item in: <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Closed Session		8) Is an appearance before the Board being scheduled? <i>(If yes, please complete Appearance Request for Non-DSPS Staff)</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	9) Name of Case Advisor(s), if applicable:
10) Describe the issue and action that should be addressed: <p>At the 2022 National Council of Architectural Registration Boards (NCARB) Annual Business Meeting, member licensing boards passed a resolution ratifying a new mutual recognition agreement (MRA) between NCARB and its counterpart in the United Kingdom, the Architects Registration Board (ARB).</p> <p>Now that NCARB's members have ratified the MRA, the next step is for the ARB to be authorized to sign the agreement, which requires legislation in the United Kingdom. Then, NCARB and the ARB will sign the agreement officially, and the MRA will go into effect 60 days after both organizations sign the agreement. NCARB and the ARB hope to implement the MRA in early 2023.</p> <p>The section will discuss accepting the MRA as a path to reciprocal licensure.</p>			
11) Authorization <div style="display: flex; justify-content: space-between;"> <div style="width: 60%; border-bottom: 1px solid black; padding-bottom: 5px;"><i>Adam Barr</i></div> <div style="width: 35%; text-align: right; border-bottom: 1px solid black; padding-bottom: 5px;">10/5/2022</div> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%; border-bottom: 1px solid black; padding-bottom: 5px;">Signature of person making this request</div> <div style="width: 35%; text-align: right; border-bottom: 1px solid black; padding-bottom: 5px;">Date</div> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%; border-bottom: 1px solid black; padding-bottom: 5px;">Supervisor (Only required for post agenda deadline items)</div> <div style="width: 35%; text-align: right; border-bottom: 1px solid black; padding-bottom: 5px;">Date</div> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%; border-bottom: 1px solid black; padding-bottom: 5px;">Executive Director signature (Indicates approval for post agenda deadline items)</div> <div style="width: 35%; text-align: right; border-bottom: 1px solid black; padding-bottom: 5px;">Date</div> </div>			
Directions for including supporting documents: 1. This form should be saved with any other documents submitted to the Agenda Items folders. 2. Post Agenda Deadline items must be authorized by a Supervisor and the Policy Development Executive Director. 3. If necessary, provide original documents needing Board Chairperson signature to the Bureau Assistant prior to the start of a meeting.			

Strategic Plan Objective:



Program and Service Excellence

Resolution 2022-01

TITLE: Mutual Recognition Agreement with the United Kingdom

This resolution is supported by the NCARB Board of Directors 13-1.

SUBMITTED BY: Council Board of Directors

WHEREAS, the Board of Directors has established a priority to identify ways to assist architects licensed in a U.S. jurisdiction in obtaining reciprocity for international practice; and

WHEREAS, the process to obtain a license in the United Kingdom is significantly similar to the process to obtain licensure in the United States insofar as applicants satisfy prescribed education, experience, and examination requirements; and

WHEREAS, the International Evaluation Committee composed of education, experience, and examination subject-matter experts has thoroughly assessed the licensure requirements in the United Kingdom and determined significant correlation exists between the licensure requirements in the United Kingdom and the United States; and

WHEREAS, staff representatives from NCARB and the Architects Registration Board (ARB) have successfully negotiated an arrangement that is mutually satisfactory to the leadership of each organization; and

WHEREAS, pursuant to the *NCARB Bylaws*, Article V, Section 11, all written international and/or foreign agreements entered into by the Council shall be subject to ratification by majority vote of the Member Boards (28 votes) at an Annual Business Meeting.

NOW, THEREFORE, IT IS HEREBY:

RESOLVED, that the Mutual Recognition Agreement between the National Council of Architectural Registration Boards (NCARB), representing the 55 architectural registration boards of the United States, and Architects Registration Board (ARB), representing the United Kingdom, be and hereby is ratified and approved as published in Appendix A in these resolutions.

FURTHER RESOLVED, that upon the approval of this change by a majority of the Council Member Boards, such change will become effective no earlier than 60 days after the agreement is signed by the ARB.

FINANCIAL IMPACT:

- No financial impact.

SPONSORS' STATEMENT OF SUPPORT:

The proposed Mutual Recognition Agreement between NCARB and the United Kingdom's (U.K.) Architects Registration Board (ARB) presented here expands the reach of U.S. architects, enabling them to establish



professional contacts, seek work, and perform services as a registered architect in England, Northern Ireland, Scotland, and Wales. This proposed MRA is in its final form and will be signed by NCARB and ARB following ratification by the Member Boards. Once the MRA is approved and signed by both parties, it will become effective January 2023. Thereafter, all Member Boards may grant licensure to NCARB Certificate holders from the U.K. who were certified through the requirements of this MRA. To streamline implementation and ease the burden of participation on Member Boards, this MRA does not require participating Member Boards to sign a Letter of Undertaking and become party to the MRA, as has been required with other MRAs. Instead, following discussion with each Member Board, NCARB will inform ARB as to which Member Boards will offer licensure reciprocity. NCARB will update the list of participating Member Boards from time to time as needed.

NCARB Certificate holders currently have the ability to expand their practices through all of North America due to our long-standing Mutual Recognition Agreements(MRA) with Canada and Mexico. In 2016, NCARB expanded international opportunities for Certificate holders through our MRA with Australia and New Zealand.

The terms of this Agreement are derived from our current arrangements with Canada, Australia, and New Zealand and are strongly founded on accredited education, structured experience, and examination; the mainstays of licensure in our U.S. jurisdictions. In late 2018, then-President Greg Erny appointed education, experience, and examination subject-matter experts to assemble documents and review the requirements for registration in the U.K. Through a substantial comparative analysis, the International Evaluation Committee (IEC) found significant correlation between the required professional competencies for practice and the way those competencies are established and assessed in both countries.

The detailed comparative analysis conducted by the IEC identified that:

- All 26 NAAB student performance criteria were covered at least once across the ARB's General Criteria, Graduate Attributes, and Professional Criteria.
- All 96 AXP tasks were covered at least once across the ARB's General Criteria, Graduate Attributes, and Professional Criteria.
- All 91 ARE assessment objectives were covered at least once across the ARB's General Criteria, Graduate Attributes, and Professional Criteria.

Based on their analysis, the review team found that a rigorous and standardized registration process is in place in the U.K. that parallels NCARB's education, experience, and assessment of competency. The U.K. path is structured somewhat differently from NCARB's path; however, the IEC is confident that an equivalent level of competence is required of the architect at the point of registration.

The IEC's comprehensive review supported a recommendation to the Board to enter into formal negotiations based on the following main principles:

- Proof of current and valid licensure/registration in good standing from the home authority, and
- Lawful authorization to work in the locality (U.S. or U.K.) in which they are licensed/registered.

Staff deemed qualified and entrusted to negotiate the detailed requirements of the MRA on behalf of NCARB began with the understanding that trust between organizations and the individuals involved is critical to success. This understanding recognizes the significance in international discussions to put aside any organizational pomposity and demonstrate a commitment of esteem for and professional equity between organizations.

NCARB certification signifies that an architect has met the qualifications established in the *Certification Guidelines*, and accepted by the Member Boards. The NCARB *Certification Guidelines* require, for certification of a U.S. architect, completion of a NAAB-accredited degree program, completion of the AXP, and passing the ARE.



For those architects who do not qualify for certification under these requirements, the *Certification Guidelines* identify alternative qualifications for deficiencies in education, experience, and examination; the Foreign Architect Path; and existing MRAs.

Negotiations began with the intent that any NCARB certified architect would be allowed to seek registration in the U.K.—an “all-inclusive” approach. Each alternative means by which to obtain NCARB certification were presented and discussed in detail. The ARB then independently reviewed and assessed the certification alternatives, as well as the Foreign Architect Path and NCARB’s existing MRAs.

- Licensure/registration of an applicant who obtained licensure/registration in the home country through an MRA was immediately dismissed collectively. NCARB’s and ARB’s existing MRAs prohibit this.
- The Foreign Architect Path was considered; however, this path recognizes and accepts the education achieved by the applicant in support of their credential in the foreign country. The education is not evaluated against NAAB degree program requirements or the *NCARB Education Standard*. Therefore, the ARB cannot accept this alternative.
- The Education Alternative was discussed and considered many times during the negotiations, prior to this option’s elimination from acceptable requirements. This includes the two options—Two Times AXP and the *NCARB Certificate Portfolio*.

The ARB places most of the weight on the U.K. registration process on education, as they are the authority that “prescribes” the education, experience, and examination attributes (competencies) that must be met prior to registration. Currently, the ARB has no alternative means to gain registration in their path. They do not recognize experience or examination in lieu of education. While they found our recognition of experience in lieu of education of interest, at this time they cannot accept our education alternatives.

The possibility of expanding the eligibility criteria to U.S. architects who obtained their NCARB Certificate through alternative paths was discussed and agreed as a discussion point to be considered commencing after the initial implementation of the proposed MRA. The ARB has begun its efforts to identify diverse, inclusive, and equitable means for registration. They are committed to ongoing review of the requirements established in this MRA, which is reflected in text of the MRA.

The credible standards and consistent expectations for initial licensure/registration developed over many years, supported by strong regulatory procedures, have enabled NCARB and the ARB to move forward together. In the end, the Agreement respects each country’s well-established, rigorous path to licensure rather than dissecting the individual components.

ADVOCATES:

- Policy Advisory Committee
 - Chair: Lenora A. Isom, NCARB, Nebraska Member Board Member
 - Jennifer R. Arbuckle, NCARB, AIA, LEED AP
 - Emily Cronbaugh, Wyoming Member Board Executive
 - Brett Foley, Nebraska Member Board Member
 - Melarie Gonzales, New Mexico Member Board Executive
 - George Miller, FAIA, NCARB, New York Member Board Member
 - Miguel A. Rodriguez, FAIA, NCARB, Florida Member Board Member
 - Tara Rothwell, AIA, NCARB, LEED AP, New Mexico Member Board Member
 - Margaret (Meg) S. Parsons, FAIA, NCARB, ALEP, LEED AP BD+C, Minnesota Member Board Member



- International Evaluation Committee
 - Daniel D. Bennett, FAIA, NCARB, Alabama Member Board Member
 - Denis A. Henmi, FAIA, LEED AP, NCARB
 - Jeanne M. Jackson, FAIA, NCARB, LEED AP
 - James R. Lev, AIA
 - John P. Rademacher, AIA, NCARB, Ohio Member Board Member
 - Cheryl C. Walker, FAIA, NCARB
 - Terance B. White, AIA, NCARB

RESOURCES:

- [Appendix A: Mutual Recognition Agreement Between the National Council of Architectural Registration Boards and the Architects Registration Board](#)

Appendix A:

Mutual Recognition Agreement Between the National Council of Architectural Registration Boards and the Architects Registration Board

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

XX xx, 2022

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 RECIPROCITY

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

President

CEO

Witness

Witness

Witness

ARB

Chair

CEO

Witness

Witness

Witness

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)**

Month xx, 2022

Whereas NCARB and ARB have agreed to and signed a Mutual Recognition Agreement dated XX XX, 2022 (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)

Month xx, 2022

Whereas NCARB and ARB have agreed to and signed a Mutual Recognition Agreement dated XX XX, 2022 (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	ARB
President	Chair
CEO	CEO
Witness	Witness
Witness	Witness
Witness	Witness

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	<i>[To be dated the same date as the Mutual Recognition Agreement]</i>	
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: <input type="text"/></p> <p>Date of signature: <input type="text"/></p> <p>Full name: <input type="text"/></p> <p>Job title: <input type="text"/></p>	<p>Signed for and on behalf of the Importer set out above</p> <p>Signed: <input type="text"/></p> <p>Date of signature: <input type="text"/></p> <p>Full name: <input type="text"/></p> <p>Job title: <input type="text"/></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: [TBD] 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>
Term	<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>
Ending the IDTA before the end of the Term	<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: <input type="text"/> months’ written notice, as set out in Section 29 (How to end this IDTA without there being a breach).</p>
Ending the IDTA when the Approved IDTA changes	<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>
Can the Importer make further transfers of the Transferred Data?	<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>
Specific restrictions when the Importer may transfer on the Transferred Data	<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: <input type="text"/></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>
Review Dates	<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.
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**State of Wisconsin
Department of Safety & Professional Services**

AGENDA REQUEST FORM

1) Name and title of person submitting the request: Dana Denny		2) Date when request submitted: 09/29/2022 <small>Items will be considered late if submitted after 12:00 p.m. on the deadline date which is 8 business days before the meeting</small>	
3) Name of Board, Committee, Council, Sections: Architect Section			
4) Meeting Date: 10/11/2022	5) Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	6) How should the item be titled on the agenda page? Administrative Rule Matters – Discussion and Consideration 1. Pending or Possible Rulemaking Projects	
7) Place Item in: <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Closed Session	8) Is an appearance before the Board being scheduled? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	9) Name of Case Advisor(s), if required: N/A	
10) Describe the issue and action that should be addressed: Attachment: • Rule Projects Chart Copies of current Board Rule Projects Can be Viewed Here: https://dsps.wi.gov/Pages/RulesStatutes/PendingRules.aspx			
11) Authorization			
Dana Denny		09/29/22	
Signature of person making this request		Date	
Supervisor (if required)		Date	
Executive Director signature (indicates approval to add post agenda deadline item to agenda) Date			
Directions for including supporting documents: 1. This form should be attached to any documents submitted to the agenda. 2. Post Agenda Deadline items must be authorized by a Supervisor and the Policy Development Executive Director. 3. If necessary, provide original documents needing Board Chairperson signature to the Bureau Assistant prior to the start of a meeting.			

STATE OF WISCONSIN
EXAMINING BOARD OF ARCHITECTS, LANDSCAPE ARCHITECTS,
PROFESSIONAL ENGINEERS, DESIGNERS, PROFESSIONAL LAND
SURVEYORS AND INTERIOR DESIGNERS

IN THE MATTER OF RULEMAKING	:	PROPOSED ORDER OF THE
PROCEEDINGS BEFORE THE	:	EXAMINING BOARD OF
EXAMINING BOARD OF ARCHITECTS,	:	ARCHITECTS, LANDSCAPE
LANDSCAPE ARCHITECTS,	:	ARCHITECTS, PROFESSIONAL
PROFESSIONAL ENGINEERS,	:	ENGINEERS, DESIGNERS,
DESIGNERS, PROFESSIONAL	:	PROFESSIONAL LAND
LAND SURVEYORS, AND REGISTERED	:	SURVEYORS, AND
INTERIOR DESIGNERS	:	REGISTERED INTERIOR
	:	DESIGNERS
	:	ADOPTING RULES
	:	(CLEARINGHOUSE RULE)

PROPOSED ORDER

An order of the Examining Board of Architects, Landscape Architects, Professional Engineers, Designers, Professional Land Surveyors, and Registered Interior Designers to create A-E 8.05 (5) (b) (6) and 8.06 (4) relating to direct supervision.

Analysis prepared by the Department of Safety and Professional Services.

ANALYSIS

Statutes interpreted:

Section 443.015 (2), Stats.

Statutory authority:

Sections 15.08 (5) (b), and 227.11 (2) (a), Stats.

Explanation of agency authority:

Section 15.08 (5) (b), Stats., “[e]ach examining board...[s]hall promulgate rules for its own guidance and for the guidance of the trade or profession to which it pertains and define and enforce professional conduct and unethical practices not inconsistent with the law relating to the particular trade or profession.”

Section 227.11 (2) (a), Stats., “[e]ach agency may promulgate rules interpreting the provisions of any statute enforced or administered by the agency, if the agency considers it necessary to effectuate the purpose of the statute...”

Related statute or rule:

None.

Plain language analysis:

The Board completed a comprehensive review of ch. A-E 8 to ensure that rules are consistent with standards of professional practice and to update the definition of supervision and provide improved rule clarification and interpretation.

Summary of, and comparison with, existing or proposed federal regulation:

None.

Comparison with rules in adjacent states:**Illinois:**

Rules of the Illinois Department of Financial and Professional Regulation provide standards of professional conduct for architects [68 Ill. Adm. Code 1150.90], professional engineers [68 Ill. Adm. Code 1380.300], and professional land surveyors [68 Ill. Adm. Code 1270.57]. None of these rules address direct supervision of subordinate employees.

Iowa:

Rules of professional conduct for architects, engineers, professional land surveyors, and landscape architects are specified by the Iowa Architectural Examining Board [193B IAC 4.1], the Iowa Engineering and Land Surveying Examining Board [193C IAC 8.1 to 8.5], the Iowa Landscape Architectural Examining Board [193D IAC 4.1 to 4.5] and the Iowa Interior Design Board [193G IAC 4.1]. None of these rules address direct supervision of subordinate employees.

Michigan:

Rules of the Michigan Department of Licensing and Regulatory Affairs provide standards of professional conduct for architects [Mich Admin Code, R 339.15401], professional engineers [Mich Admin Code, R 339.16031 to R 339.16034], professional land surveyors [Mich Admin Code, R 339.17401 to R 339.17404], and landscape architects [Mich Admin Code, R 339.19001 to R 339.19049]. None of these rules address direct supervision of subordinate employees.

Minnesota:

The Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience, and Interior Design provide rules of professional conduct for architects, engineers, land surveyors, and landscape architects [Minnesota Rules, parts 1805.0100 to 1805.1600]. The Minnesota rules define a direct supervisor as an individual who “directs the work of other licensees, unlicensed professionals, technicians, and clerical persons assigned to that work and is in responsible charge of the project comprising the work being supervised.”

Summary of factual data and analytical methodologies:

The proposed rule was developed by conducting a comprehensive review of the provisions of ch. A-E 8, reviewing professional supervision standards from other states, and obtaining input and feedback from the Rules Committee of the A-E Board.

Analysis and supporting documents used to determine effect on small business or in preparation of economic impact analysis:

The proposed rule will be posted for a period of 14 days to solicit public comment on economic impact, including how the proposed rules may affect businesses, local government units, and individuals.

Effect on small business:

These proposed rules do not have an economic impact on small businesses, as defined in s. 227.114 (1), Stats. The Department’s Regulatory Review Coordinator, Jennifer Garrett, may be contacted by email at Jennifer.Garrett@wisconsin.gov, or by calling (608) 266-6795.

Agency contact person:

Dana Denny, Administrative Rules Coordinator, Department of Safety and Professional Services, Division of Policy Development, 4822 Madison Yards Way, P.O. Box 8366, Madison, Wisconsin 53708; telephone 608-287-3748; email at DSPSAdminRules@wisconsin.gov.

Place where comments are to be submitted and deadline for submission:

Comments may be submitted to Dana Denny, Administrative Rules Coordinator, Department of Safety and Professional Services, Division of Policy Development, 4822 Madison Yards Way, P.O. Box 8366, Madison, WI 53708-8366, or by email to DSPSAdminRules@wisconsin.gov. Comments must be received on or before the public hearing, held on a date to be determined, to be included in the record of rule-making proceedings.

TEXT OF RULE

SECTION 1. A-E 8.05 (5) (b) (6) is created to read:

A-E 8.05 (5) (b) (6) Use of appropriate technology that is functionally equivalent to in-person supervision to provide oversight remotely.

SECTION 2. A-E 8.06 (4) is created to read:

A-E 8.06 (4) Shall be held to the same standards of practice and conduct regardless of whether their professional duties under this chapter are performed in-person or by utilizing remote technology.

SECTION 3. EFFECTIVE DATE. The rules adopted in this order shall take effect on the first day of the month following publication in the Wisconsin Administrative Register, pursuant to s. 227.22 (2) (intro.), Stats.

(END OF TEXT OF RULE)

This Proposed Order of the Examining Board of Architects, Landscape Architects, Professional Engineers, Designers, Professional Land Surveyors, and Registered Interior Designers is approved for submission to the Governor and Legislature.

Dated _____

Agency _____

Chair

DRAFT

Chapter A-E 8

PROFESSIONAL CONDUCT

A-E 8.01	Authority.
A-E 8.02	Intent.
A-E 8.03	Definitions.
A-E 8.04	Offers to perform services shall be truthful.
A-E 8.05	Conflicts of interest.
A-E 8.06	Professional obligations.

A-E 8.07	Unauthorized practice.
A-E 8.08	Maintenance of professional standards.
A-E 8.09	Adherence to statutes and rules.
A-E 8.10	Plan stamping.
A-E 8.11	Suspension of registration; effect.

A-E 8.01 Authority. The rules of conduct in this chapter are adopted under authority of ss. 15.08 (5) (b), 227.11 and ch. 443, Stats.

History: Cr. Register, February, 1987, No. 374, eff. 3-1-87.

A-E 8.02 Intent. The intent of the examining board in adopting this chapter is to establish rules of professional conduct for the professions of architecture, landscape architecture, professional engineering, designing and professional land surveying. A violation of any standard specified in this chapter may result in disciplinary action under ss. 443.11 to 443.13, Stats.

History: Cr. Register, February, 1987, No. 374, eff. 3-1-87; am. Register, June, 1995, No. 474, eff. 7-1-95; am. Register, February, 2000, No. 530, eff. 3-1-00; CR 15-036; am. Register January 2016 No. 721, eff. 2-1-16.

A-E 8.03 Definitions. In ch. 443, Stats., and chs. A-E 1 to 9:

(1) “Gross negligence in the practice of architecture, landscape architecture, professional engineering, designing or professional land surveying” means the performance of professional services by an architect, landscape architect, professional engineer, designer or professional land surveyor which does not comply with an acceptable standard of practice that has a significant relationship to the protection of health, safety or public welfare and is performed in a manner indicating that the professional knew or should have known, but acted with indifference to or disregard of, the accepted standard of practice.

(2) “Incompetency in the practice of architecture, landscape architecture, professional engineering, designing or land surveying” means conduct which demonstrates any of the following:

(a) Lack of ability or fitness to discharge the duty owed by an architect, landscape architect, professional engineer, designer or land surveyor to a client or employer or to the public.

(b) Lack of knowledge of the fundamental principles of the profession or an inability to apply fundamental principles of the profession.

(c) Failure to maintain competency in the current practices and methods applicable to the profession.

(3) “Misconduct in the practice of architecture, landscape architecture, professional engineering, designing or professional land surveying” means an act performed by an architect, landscape architect, professional engineer, designer or professional land surveyor in the course of the profession which jeopardizes the interest of the public, including any of the following:

(a) Violation of federal or state laws, local ordinances or administrative rules relating to the practice of architecture, landscape architecture, professional engineering, designing or professional land surveying.

(b) Preparation of deficient plans, drawings, maps, specifications or reports.

(c) Engaging in conduct which evidences a lack of trustworthiness to transact the business required by the profession.

(d) Misrepresentation of qualifications such as education, specialized training or experience.

(4) “Responsible supervision of construction” is defined in s. 443.01 (8), Stats.

(5) (a) “Supervision,” “direct supervision,” “responsible charge,” and “direction and control,” mean direct, personal, active supervision and control of the preparation of plans, drawings, documents, specifications, reports, maps, plats and charts.

(b) The terms in par. (a) include the following:

1. Selection or development of standards, methods and materials to be used.

2. Selection of alternatives to be investigated and the comparison of alternatives for the professional work.

3. Testing to evaluate materials or completed works, either in new or existing projects.

4. Knowledge of applicable codes and professional standards.

5. Knowledge of the technical capabilities of the personnel they rely upon to perform the professional work.

(c) The terms in par. (a) do not include the following:

1. Indirect or casual supervision.

2. Delegation of any decision requiring professional judgment.

3. Casual review or inspection of prepared plans, drawings, specifications, maps, plats, charts, reports or other documents.

4. Mere assumption by an architect, landscape architect, professional engineer, designer or professional land surveyor of responsibility for work without having control of the work.

5. Assuming charge, control or direct supervision of work in which the architect, landscape architect, professional engineer, designer or professional land surveyor does not have technical proficiency.

History: Cr. Register, February, 1987, No. 374, eff. 3-1-87; am. (intro.), (1), (2) (intro.), (a), (3) (intro.), (a), (5) (d) and (e), Register, June, 1995, No. 474, eff. 7-1-95; am. (2) (intro.) to (b), (3) (intro.) to (c), (5) (intro.) to (d), Register, January, 1999, No. 517, eff. 2-1-99; am. (1), (2) (intro.) and (a), (3) (intro.), (a), (5) (d) and (e), Register, February, 2000, No. 530, eff. 3-1-00; correction in (intro.) made under s. 13.93 (2m) (b) 7., Stats., Register December 2005 No. 600; CR 09-033: r. and recr. (5) Register December 2009 No. 648, eff. 1-1-10; CR 15-036; am. (1), (3) (intro.), (a), (5) (c) 4., 5. Register January 2016 No. 721, eff. 2-1-16.

A-E 8.04 Offers to perform services shall be truthful. When offering to perform professional services, an architect, landscape architect, professional engineer, designer or professional land surveyor:

(1) Shall accurately and truthfully represent to a prospective client or employer the capabilities and qualifications which the registrant or licensee has to perform the services to be rendered.

(2) Shall represent the costs and completion times of a proposed project to a client or prospective client as accurately and truthfully as is reasonably possible.

(3) May not offer to perform, nor perform, services which the registrant or licensee is not qualified to perform by education or experience without retaining the services of another who is qualified.

(4) May not use advertising or publicity which is fraudulent or deceptive.

(5) May not represent that he or she is engaged in a partnership or association with another unless there exists in fact a partnership or association.

(6) May not collect a fee for recommending the services of another unless written notice is first given to all parties concerned.

(7) May not practice under a firm name that misrepresents the identity of those practicing in the firm or misrepresents the type of services which the individuals, firm or partnership is authorized and qualified to perform.

History: Cr. Register, February, 1987, No. 374, eff. 3-1-87; am. (intro.), Register, June, 1995, No. 474, eff. 7-1-95; am. (1) to (6), Register, January, 1999, No. 517, eff. 2-1-99; am. (intro.), Register, February, 2000, No. 530, eff. 3-1-00; **CR 15-036: am. (intro.), (1), (3) Register January 2016 No. 721, eff. 2-1-16.**

A-E 8.05 Conflicts of interest. (1) An architect, landscape architect, professional engineer, designer or professional land surveyor:

(a) Shall avoid conflicts of interest. If an unavoidable conflict of interest arises, the registrant or licensee shall immediately inform the client or employer of all the circumstances which may interfere with or impair the registrant's or licensee's obligation to provide professional services. Under these circumstances a registrant or licensee may not proceed to provide professional services without the full approval and consent of the client or employer.

(b) Shall notify the employer or client and withdraw from employment at any time if it becomes apparent that it is not possible to faithfully discharge the responsibilities and duties owed to the client or employer.

(c) May not agree to perform professional services for a client or employer if the registrant or licensee has a significant financial or other interest which would impair or interfere with the registrant's or licensee's responsibility to faithfully discharge professional services on behalf of the client or employer.

(d) May not accept payment from any party other than a client or employer for a particular project or may not have any direct or indirect financial interest in a service or phase of a service to be provided as part of a project unless the employer or client approves.

(e) May not solicit or accept anything of value from material or equipment suppliers in return for specifying or endorsing a product.

(f) May not violate the confidences of a client or employer, except as otherwise required by rules in this chapter.

(g) May not perform services for a client or employer while a full-time employee of another employer without notifying all parties concerned.

(2) Nothing in these rules limits a registrant's or a licensee's professional responsibility to an owner of a project when the registrant or licensee is employed by a person or firm under contract to construct and furnish design services for that project.

History: Cr. Register, February, 1987, No. 374, eff. 3-1-87; am. (1) (intro.), Register, June, 1995, No. 474, eff. 7-1-95; am. (1) (a) to (f), Register, January, 1999, No. 517, eff. 2-1-99; am. (1) (intro.), Register, February, 2000, No. 530, eff. 3-1-00; **CR 15-036: am. (1) (intro.), (a), (c), (2) Register January 2016 No. 721, eff. 2-1-16; Correction under s. 35.17, Stats., in (1) (a), (c), (2) Register January 2016 No. 721.**

A-E 8.06 Professional obligations. An architect, landscape architect, professional engineer, designer or professional land surveyor:

(1) Shall use reasonable care and competence in providing professional services.

(2) May not evade the professional or contractual responsibility which the registrant or licensee has to a client or employer.

(3) May not enter into an agreement which provides that a person not legally and actually qualified to perform professional services has control over the registrant's or licensee's judgment as related to public health, safety or welfare.

History: Cr. Register, February, 1987, No. 374, eff. 3-1-87; am. (intro.), Register, June, 1995, No. 474, eff. 7-1-95; am. (1) and (2), Register, January, 1999, No. 517,

eff. 2-1-99; am. (intro.), Register, February, 2000, No. 530, eff. 3-1-00; **CR 15-036: am. (intro.), (2), (3) Register January 2016 No. 721, eff. 2-1-16.**

A-E 8.07 Unauthorized practice. An architect, landscape architect, professional engineer, designer, or professional land surveyor:

(1) Shall assist in enforcing laws which prohibit the unlicensed practice of architecture, landscape architecture, professional engineering, designing, and professional land surveying by reporting violations to the board.

(2) May not delegate professional responsibility to unlicensed persons and may not otherwise aid or abet the unlicensed practice of architecture, landscape architecture, professional engineering, designing, or professional land surveying.

History: Cr. Register, February, 1987, No. 374, eff. 3-1-87; am. Register, June, 1995, No. 474, eff. 7-1-95; am. (1), Register, January, 1999, No. 517, eff. 2-1-99; am. Register, February, 2000, No. 530, eff. 3-1-00; **CR 12-039: am. (intro.), (1), (2) Register June 2014 No. 702, eff. 7-1-14; CR 15-036: am. (intro.), (1), (2) Register January 2016 No. 721, eff. 2-1-16.**

A-E 8.08 Maintenance of professional standards. An architect, landscape architect, professional engineer, designer or professional land surveyor:

(1) Shall furnish the board with information indicating that any person or firm has violated provisions in ch. 443, Stats., rules in this chapter or other legal standards applicable to the profession.

(2) May not discuss with any individual board member any disciplinary matter under investigation or in hearing.

(3) Shall respond in a timely manner to a request by the board, a section of the board or the department for information in conjunction with an investigation of a complaint filed against a registrant or licensee. There is a rebuttable presumption that a registrant or licensee who takes longer than 30 days to respond to a request for information has not acted in a timely manner.

(4) Shall notify the department in writing if the registrant or licensee has been disciplined for unprofessional conduct in other states where the registrant or licensee holds a credential or has violated federal or state laws, local ordinances or administrative rules, not otherwise reportable under s. SPS 4.09 (2), which are related to the practice of an architect, landscape architect, professional engineer, designer or professional land surveyor. The notification shall be submitted within 48 hours of the disciplinary finding or violation of law and shall include copies of the findings, judgments and orders so that the department may determine whether the circumstances are substantially related to the practice of the registrant or licensee.

History: Cr. Register, February, 1987, No. 374, eff. 3-1-87; am. (intro.), Register, June, 1995, No. 474, eff. 7-1-95; am. (1), Register, January, 1999, No. 517, eff. 2-1-99; am. (intro.), Register, February, 2000, No. 530, eff. 3-1-00; **CR 09-034: cr. (3) and (4) Register December 2009 No. 648, eff. 1-1-10; correction in (4) made under s. 13.92 (4) (b) 7., Stats., Register November 2011 No. 671; CR 15-036: am. (intro.), (3), (4) Register January 2016 No. 721, eff. 2-1-16.**

A-E 8.09 Adherence to statutes and rules. An architect, landscape architect, professional engineer, designer or professional land surveyor:

(1) Shall comply with the requirements in ch. 443, Stats., rules in this chapter and all other federal, state and local codes which relate to the practice of architecture, landscape architecture, professional engineering, designing and professional land surveying.

(2) May not engage in conduct that may adversely affect his or her fitness to practice architecture, landscape architecture, professional engineering, designing or professional land surveying.

History: Cr. Register, February, 1987, No. 374, eff. 3-1-87; am. Register, June, 1995, No. 474, eff. 7-1-95; am. (1), Register, January, 1999, No. 517, eff. 2-1-99; am. Register, February, 2000, No. 530, eff. 3-1-00; **CR 15-036: am. (intro.), (1), (2) Register January 2016 No. 721, eff. 2-1-16.**

A-E 8.10 Plan stamping. (1) No architect, landscape architect, professional engineer or designer may sign, seal or stamp any plans, drawings, documents, specifications or reports for architectural, landscape architectural, professional engineer-

ing or design practice which are not prepared by the registrant or under his or her personal direction and control.

(2) No professional land surveyor may sign, seal or stamp any maps, plats, charts, or reports for professional land surveying practice which are not prepared by the professional land surveyor or under his or her personal direction and control.

(3) No architect, landscape architect, professional engineer, designer or professional land surveyor shall allow work performed by him or her or under his or her personal direction and control to be signed, sealed or stamped by another except that an architect, landscape architect, professional engineer, designer or professional land surveyor working under the personal direction and control of another registrant or licensee may allow that registrant or licensee to sign and seal or stamp the work.

History: Cr. Register, February, 1987, No. 374, eff. 3-1-87; am. (1) and (3), Register, June, 1995, No. 474, eff. 7-1-95; am. (1) and (3), Register, February, 2000, No. 530, eff. 3-1-00; **CR 15-036: am. (2), (3) Register January 2016 No. 721, eff. 2-1-16.**

A-E 8.11 Suspension of registration; effect. Any

registrant or licensee whose registration or license has been suspended is prohibited during the term of the suspension from engaging in any of the following:

(1) Offering to perform any service which requires registration or licensure.

(2) Performing any professional service which requires registration or licensure.

(3) Signing or sealing plans, specifications, reports, maps, plats, or charts prepared for the practice of architecture, landscape architecture, professional engineering, designing or professional land surveying.

(4) Entering into contracts the performance of which require registration or licensure.

(5) Engaging in responsible supervision of construction as defined in s. 443.01 (8), Stats.

History: Cr. Register, February, 1987, No. 374, eff. 3-1-87; am. (3), Register, June, 1995, No. 474, eff. 7-1-95; am. (intro.) to (4), Register, January, 1999, No. 517, eff. 2-1-99; am. (3), Register, February, 2000, No. 530, eff. 3-1-00; **CR 15-036: am. (intro.), (1), (2), (3), (4) Register January 2016 No. 721, eff. 2-1-16.**

**Architects, Land Architects, Professional Engineers, Designers, Professional Land Surveyors, and Registered Interior Designers
Rule Projects (updated 09/29/22)**

Clearinghouse Rule Number	Scope #	Scope Expiration	Code Chapter Affected	Relating clause/ Summary	Current Stage	Next Step
21-020	080-19	2/19/2022	A-E 2	General requirements and procedures. Amendments to ensure requirements are current with standards of practice and consistent with Statutes. Update to ensure compliance with 2017 Act 108.	Adoption Order to be presented at 10/12/22 A-E Board Meeting.	After Legislative Review is over, if there are no objections, we may adopt the rule.
21-019	082-19	2/19/2022	A-E 8	Professional Conduct Update to ensure compliance with 2017 Act 108.	Adoption Order to be presented at 10/12/22 A-E Board Meeting.	After Legislative Review is over, if there are no objections, we may adopt the rule.
	112-24	6/20/2024	A-E 4 and 13	Engineer in training credential. Provide more clarity as to the required education and review acceptable credentialing agencies for continuing education.	Currently drafting.	Board Approval of Preliminary Rule Draft
	112-21	6/20/24	A-E 2, 7, and 8	Clarification on definitions of seal and stamps, requirements for electronic signatures, and clean up redundant words or sentences.	Preliminary Rule Draft reviewed at 10/11/22 A-E Rules Meeting.	Posting for EIA Comment and Submission to Clearinghouse and Public Hearing.
	Not Yet Assigned		A-E 8	Clarification on definitions of supervision to ensure requirements are current with standards of practice.	Preliminary Rule Draft reviewed at 10/11/22 A-E Rules Meeting.	Posting for EIA Comment and Submission to Clearinghouse and Public Hearing.