



Appendix B:

Mutual Recognition Agreement Between NCARB
and the AACCA and the NZRAB

MUTUAL RECOGNITION AGREEMENT
between the
NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS
and the
ARCHITECTS ACCREDITATION COUNCIL OF AUSTRALIA
and the
NEW ZEALAND REGISTERED ARCHITECTS BOARD

Month Day, 2024

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 Accreditation Council of Australia (“AACA”)
representing the architectural licensing boards of the eight states and territories of Australia.

AND

The New Zealand Registered Architects Board (“NZRAB”)
representing the registered architects of New Zealand.

*This **Mutual Recognition Agreement (“Agreement”)** has been designed to recognize the professional credentials of architects licensed/registered in the United States of America and its territories (referred to herein collectively as the U.S. or United States), Australia, and New Zealand 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 an Australian architect or New Zealand architect; and the licensing of an Australian architect or New Zealand architect as an architect in a U.S. jurisdiction that has agreed to participate 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 the 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, AACA advocates, coordinates, and facilitates the development of national standards of competency for the profession of architecture through education, practical experience, and examination requirements for initial licensure and license renewal for all eight Australian State and Territory Registration Boards;

WHEREAS, NZRAB, as established by an act of the New Zealand Parliament, or its statutory successor, holds the statutory authority to determine the minimum education qualifications, work experience requirements, and assessment procedures for initial registration and license renewal as a registered architect in New Zealand, as well as the responsibility to register, monitor, and discipline all architects registered in New Zealand;

WHEREAS, NCARB and the AACA previously ratified Mutual Recognition Agreements in 1973, 1983, and 2006 that were never fully realized; NCARB, the AACA, and the Architects Education and Registration Board of New Zealand (“AERB/NZ”) ratified separate Practice in Host Nation Agreements in 2002 that were never fully implemented; the AERB/NZ no longer exists and has been statutorily replaced by the NZRAB; NCARB, AACA, and NZRAB formalized an agreement in 2016, set to be replaced by this current document; and NCARB, AACA, and the NZRAB declare that this Agreement shall supersede all previous Agreements entered into by NCARB, AACA, and NZRAB.

WHEREAS, the NCARB Member Boards, the Australian State and Territory Boards, and the NZRAB 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 standards, protocols, and procedures required for entry to the practice of architecture within the United States, Australia, and New Zealand have benefitted from many years of effort by NCARB, AACA, and NZRAB;

WHEREAS, NCARB and the AACA are the lead organizations recognized by their individual state and territory registration authorities and the NZRAB 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, Australia, and New Zealand, 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, Australia, and New Zealand;

WHEREAS, NCARB, AACA, and NZRAB 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, AACA, and NZRAB;

WHEREAS, any architect actively engaging or seeking to engage in the practice of architecture in the United States, Australia, or New Zealand 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, AACA, and NZRAB (collectively, the “**Parties**” and each a “**Party**”) agree as follows:

1. PARTICIPANTS IN LICENSURE/REGISTRATION RECIPROCITY

NCARB and AACA shall be responsible for maintaining a current list of NCARB Member Boards and Australian State and Territory Boards, respectively, that provide licensure/registration reciprocity in accordance with the terms of this Agreement (each, a “**Participant**”). Following the ratification of this Agreement by NCARB, AACA, and NZRAB, NCARB and AACA shall provide all Parties with an initial list of Participants, and NCARB and AACA shall provide all Parties 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 must be licensed/registered and in good standing in a jurisdiction of their home country.
2. Architects shall not be required to establish citizenship or permanent residency status in the United States, Australia, or New Zealand (each, a “**Locality**”) in order to seek licensure/registration under this Agreement.
3. Architects who have become licensed/registered in their home country by means of a foreign reciprocal licensing agreement are not eligible under this Agreement.

3. CONDITIONS

Each Party to this Agreement and each Participant reserves the right to apply additional requirements and fees for certification or licensing/registration as may be necessary before certification or licensing/registration is granted within their respective jurisdictions.

A U.S. Architect to AACA Jurisdiction

Upon application, AACA shall issue an *AACA Statement* to any U.S. architect licensed/registered in one or more NCARB jurisdiction(s), provided that the architect meets the eligibility requirements listed in Sections 2 and 3A of this Agreement.

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

1. meets the eligibility requirements listed in Section 2 of this Agreement, *and*
2. is currently licensed/registered in good standing by one or more U.S. Participants, as confirmed by NCARB based on checks of relevant records, *and*
3. holds a current *NCARB Certificate*; *and*
4. holds a current *AACA Statement* issued pursuant to this Agreement, *and*

5. successfully completes any additional jurisdiction-specific requirements for licensure/registration as specified by AACA, *and*
6. pays all applicable fees as imposed by AACA and the Participant.

B U.S. Architect to NZRAB

Upon application, the NZRAB agrees to register as an architect in New Zealand any U.S. architect who:

1. meets the eligibility requirements listed in Section 2 of this Agreement, *and*
2. is currently licensed/registered in good standing by one or more U.S. Participants, as confirmed by NCARB based on checks of relevant records, *and*
3. holds a current *NCARB Certificate*, *and*
4. successfully completes any additional jurisdiction-specific requirements for licensure/registration as specified by NZRAB, *and*
5. pays all applicable fees as imposed by NZRAB.

C Australian Architect to NCARB Jurisdiction

Upon application, NCARB shall issue an *NCARB Certificate* to any Australian architect licensed/registered in one or more AACA jurisdictions meeting the eligibility requirements listed in Sections 2 and 3C of this Agreement.

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

1. meets the eligibility requirements listed in Section 2 of this Agreement, *and*
2. is currently licensed/registered in good standing by one or more Australian Participants, as confirmed by AACA following checks on the architect's disciplinary record; *and*
3. holds a current *AACA Statement*, *and*
4. holds a current *NCARB Certificate* issued pursuant to this Agreement, *and*
5. successfully completes any additional jurisdiction-specific requirements for licensure/registration as specified by NCARB and/or the Participant, *and*
6. pays all applicable fees as imposed by NCARB and the Participant.

D New Zealand Architect to NCARB Jurisdiction

Upon application, NCARB shall issue an *NCARB Certificate* to any New Zealand architect licensed/registered by the NZRAB meeting the eligibility requirements listed in Sections 2 and 3D of this Agreement.

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

1. meets the eligibility requirements listed in Section 2 of this Agreement, *and*
2. is currently licensed/registered in good standing by the NZRAB; *and*
3. holds a current *NCARB Certificate* issued pursuant to this Agreement, *and*
4. successfully completes any additional jurisdiction-specific requirements for licensure/registration as specified by NCARB and/or the Participant, *and*
5. pays all applicable fees as imposed by NCARB and the Participant.

4. DATA PRIVACY

1. For the purposes of this Section:

“Data Protection Laws” means as applicable, (i) the *Australian Privacy Act 1988* (ii) the New Zealand Privacy Act 2020 and (iii) all other applicable laws and regulations relating to the handling of personal data and privacy, including statutory instruments (each as amended, updated and superseded from time to time), including OECD, Recommendation of the Council concerning Guidelines Governing the Protection of Privacy and Transborder Flows of Personal Data, OECD/LEGAL/0188.

“Data Security Breach” means a breach or breaches of security leading to the accidental or unauthorized destruction, loss, alteration, use, 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 a Party to this Agreement which is disclosing Protected Data to another Party to this Agreement.

“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 II.

“Purpose” means the fulfilment and facilitation of this Agreement, including the recognition and movement of architects in accordance with Section 3 of this Agreement and the Particulars as set out in Appendix II.

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

“Receiving Party” means a Party to this Agreement that is receiving Protected Data from another Party to this Agreement.

The terms **“data controller”**, **“personal data”**, **“data subject”** and **“supervisory authority”** shall have the meanings given to them in the Data Protection Laws (or the equivalent terms under 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.
4. Each Party acknowledges and agrees that it has all rights, provided all notices, and obtained all consents as may be required by its respective Data Protection Laws to process Protected Data and make available Protected Data to the other Party for such Party’s processing as permitted under the Agreement.
5. Each Party will use reasonable endeavors 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.

6. Each Party will implement appropriate technical and organizational measures designed 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).
7. The Parties will handle the Protected Data in accordance with the Particulars set out in Appendix II.
8. The Receiving Party will only access Protected Data necessary and in accordance with the Purpose and shall use or disclose Protected Data for the Purpose (and in accordance with this Agreement, except with the prior written agreement of the Disclosing Party or where applicable law strictly requires).
9. Each Party will promptly notify any other Party (or Parties) (within three (3) working days) if it receives a complaint or request relating to the other Party's (or Parties') obligations under the Data Protection Laws (other than a Data Subject Request, which is addressed below). On receipt of a notice under this Section 4.9, each Party will provide the other Party (or Parties) with reasonable co-operation and assistance in relation to any such complaint or request.
10. 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 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.
11. 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 (or Parties) in writing (within five (5) working days) if it receives a Data Subject Request for personal data of a data subject of which the other relevant Party (or Parties) is a controller.
 - 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 relevant Party (or Parties) 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.
12. Each Party will notify the other Parties without undue delay after becoming aware of any Data Security Breach and in any event within the relevant timescale set out in the Data Protection Laws.
13. Each Party shall provide reasonable assistance to the Party (or Parties) affected by the Data Security Breach in the event that the Party (or Parties) is required to notify a relevant supervisory authority, other regulator and/ or affected data subjects.

14. The Receiving Party will not disclose Protected Data to a third party without the written prior consent of the Disclosing Party.
15. International data transfers:
 - a) It is acknowledged and understood that the operation of this Agreement necessitates the transfer of personal data from Australia and/or New Zealand to the United States (the “**Restricted Transfer**”).
 - b) The Parties will work together in good faith to ensure that any Restricted Transfers are made in accordance with the requirements of Appendix II and the Data Protection Laws.
16. Each Party agrees to only process the Protected Data for as long as reasonably necessary for the Purpose. Nothing in this Section 4 will prevent a Party from retaining and processing Protected Data in accordance with any statutory retention periods applicable to that Party.
17. 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 Parties will provide such information and assistance as is reasonably required to assist in such interactions.
18. 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 Parties about any such action or claim and relevant Parties will co-operate in good faith with a view to resolving the action or claim in a timely fashion.
19. Each Party will ensure that any officers, employees, agents, and subcontractors who are required to deal with Protected Data for the purposes of this Agreement are made aware of and undertake to handle Protected Data for the Purpose and Particulars and to comply with the Data Protection Laws.
20. If during the term of this Agreement, the Data Protection Laws change in a way that this Section 4 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 4 in light of the current Data Protection Laws and amend this Section 4 as appropriate.

5. LIMITATIONS

1. Nothing in this Agreement limits the ability of a Participant or the NZRAB to refuse to license/register an architect, remove an architect from the register, or impose terms, conditions or restrictions on the architect’s license/registration as a result of complaints or disciplinary or criminal proceedings relating to the competency, conduct, or character of that architect where such action is considered by the Participant or the NZRAB, as applicable, necessary or desirable to protect the public interest, health, safety, or welfare, or otherwise in accordance with the jurisdiction’s applicable laws and regulations.
2. Nothing in this Agreement limits the ability of NCARB and the AACA to refuse the issuance or withdraw an *NCARB Certificate* or *AACA Statement*, respectively, or impose terms, conditions or restrictions on their benefits to an architect as a result of complaints or disciplinary or criminal

proceedings relating to the competency, conduct, or character of that architect where such action is considered by NCARB or AACA, as applicable, necessary or desirable to protect the public interest, health, safety, or welfare, or otherwise in accordance with NCARB's or AACA's applicable disciplinary procedures.

3. 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.
4. This Agreement relates only to the licensure/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 have no obligation to intervene in or advise on such matters.

5. METHODS OF IMPLEMENTATION

Representatives of the Parties to the Agreement may work together, without further organizational approval, on the establishment of common rules and procedures necessary for the consistent application, administration, implementation, and monitoring of the provisions in the Agreement (collectively Methods of Implementation). Decisions about the Methods of Implementation shall be reached through consensus. Each Party retains the right to make decisions independently concerning their internal rules and additional requirements, provided such decisions do not conflict with the Agreement or the Methods of Implementation. If a Party determines that a Method of Implementation conflicts with an internal rule or requirement, the Party will promptly notify the other Parties in writing, and the Parties will work in good faith to modify the relevant Method of Implementation as needed.

6. AMENDMENT

This Agreement may only be amended with the written consent of NCARB, AACA, and NZRAB. Each Party shall ratify the amended Agreement in accordance with the Party's applicable rules.

7. 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.

8. NO ASSIGNMENT

No Party can assign their rights under this Agreement without the prior written consent of each of the other Parties.

The Parties agree that a reference to an individual State or Territory Board includes a reference to any entity, board or regulator that assumes the role and responsibility to regulate an architect registered by that individual State or Territory Board under the relevant legislation, and that a restructure of an individual Board will not be deemed an assignment under this Agreement.

9. DISPUTE RESOLUTION

Should any dispute between two or all Parties 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.

10. PERIODIC REVIEW

The Parties agree to conduct a comprehensive review of the effectiveness and relevance of this Agreement every three years from the Effective Date, or more frequently as necessary or desirable.

11. WITHDRAWAL

Any Participant may withdraw from this Agreement with 90-days written. The relevant Party shall promptly notify the other Parties to this Agreement in writing of all withdrawals.

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

12. TERMINATION

NCARB, AACA, or NZRAB may invoke termination of this Agreement with 90-days written notice to the other Parties and all Participants.

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

13. ENTRY INTO FORCE

This Agreement shall come into force (the “**Effective Date**”) 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 NCARB, AACA, and NZRAB sign this Agreement, so long as such conditions are met on or before **XXX, 2024**, or as mutually extended by the NCARB Board of Directors, AACA, and NZRAB.

SIGNATURES

NCARB

President

CEO

Witness

	AACA	NZRAB
_____ Witness		
_____ Witness	_____ President	_____ Chair
	_____ CEO	_____ CEO
	_____ Witness	_____ Witness
	_____ Witness	_____ 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 ACCREDITATION COUNCIL OF AUSTRALIA (“AACA”)
and the
NEW ZEALAND REGISTERED ARCHITECTS BOARD (“NZRAB”)

Month Day, 2024

Whereas NCARB, AACA, and NZRAB have agreed to and signed a Mutual Recognition Agreement dated XX XX, 2024 (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

NCARB, AACA, and NZRAB 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 the 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 the Agreement. Any proposed changes or irreconcilable disputes must be presented to NCARB, AACA, and NZRAB for resolution.
- 1.4 Developing an agreed-upon process to address noncompliance with the Agreement by a Party and a mechanism for rescission of participation rights of a noncompliant Party if necessary. NCARB will be responsible for the official list of NCARB Member Boards that are Participants and AACA will be responsible for the official list of Australian States and Territory Boards.

2. Mechanisms for Application

- 2.1 The point of contact for information for the United States is NCARB, for Australia is AACA, and for New Zealand is NZRAB.
- 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.

2.4 The Parties mutually agree and are authorized by the Agreement to utilize a secure document management system or secure accepted means, the selection of which shall be a joint decision. The chosen document management system shall be employed to facilitate efficient communication and the secure exchange of documents and information related to this Agreement.

3. Application Process

3.1 Eligibility

To be eligible to benefit from the 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 the appropriate forms from the relevant Party to confirm that the applicant's qualifications satisfy the requirements of the Agreement.
- 3.2.3 Provide written consent for the applicant's Protected Data to be disclosed overseas to the other relevant Party for the purposes of the Agreement.

3.3 Transmittal of Required Documentation

For purposes of this Section 3.3, "**Required Documentation**" means the specific official documentation necessary for a Party to be able to confirm that an applicant meets the applicable requirements set forth below.

U.S. Architects to AACA:

NCARB will transmit to AACA the Required Documentation, which must confirm that the architect is licensed by a Participant (but not through a foreign reciprocal licensing/registration agreement) and holds an *NCARB Certificate*.

U.S. Architects to NZRAB:

NCARB will transmit to NZRAB the Required Documentation, which must confirm that the architect is licensed by a Participant (but not through a foreign reciprocal licensing/registration agreement) and holds an *NCARB Certificate*.

AACA Architects to NCARB:

AACA will transmit to NCARB the Required Documentation, which must confirm that the Australian architect is registered with a Participant (but not through a foreign reciprocal licensing/registration agreement).

NZRAB Architects to NCARB:

NZRAB will transmit to NCARB the Required Documentation, which must confirm that the New Zealand architect is registered with NZRAB (but not through a foreign reciprocal licensing/registration agreement) and is in good standing.

3.4 Conditions

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

SIGNATURES		
NCARB	AACA	NZRAB
_____ President	_____ President	_____ Chair
_____ CEO	_____ CEO	_____ CEO
_____ Witness	_____ Witness	_____ Witness
_____ Witness	_____ Witness	_____ Witness
_____ Witness	_____ Witness	_____ Witness

APPENDIX II
DATA SHARING PARTICULARS
of the
MUTUAL RECOGNITION AGREEMENT
between the
NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS
(“NCARB”)
and the
ARCHITECTS ACCREDITATION COUNCIL OF AUSTRALIA (“AACA”)
and the
NEW ZEALAND REGISTERED ARCHITECTS BOARD (“NZRAB”)

Month Day, 2024

Data subjects

The Protected Data concerns the following categories of data subjects:

- Individuals who have been certified/registered as architects:
 - in the U.S. by NCARB; and
 - in Australia by AACA; and
 - in New Zealand by NZRAB.

Purposes of the transfer(s)

- AACA or NZRAB will make a Restricted Transfer to NCARB to allow NCARB to verify the accreditation of Australian and New Zealand registered architects that wish to work as architects in the United States.
- AACA or NZRAB may make a Restricted Transfer 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 AACA or NZRAB to allow AACA or NZRAB to verify the accreditation of U.S.-registered architects that wish to work as architects in Australia or New Zealand. NCARB may also transfer relevant data to AACA or NZRAB in connection with specific queries that AACA or NZRAB have during the course of a particular architect’s time working as an architect in Australia or New Zealand (e.g. disciplinary issues).

Categories of data

The Protected Data includes the following categories of data:

- Full name;
- Address;
- Email address;
- Telephone number;
- NCARB, AACA, NZRAB, and Participant Certification/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:

- The Parties and Participants in this MRA (as appropriate).

Sensitive data (if appropriate)

The Protected Data transferred concern the following categories of sensitive data:

- If one Party is required to inform the other Parties of details of disciplinary procedures or reasons for which an individual is no longer of good standing, this data may include some sensitive data (e.g., if these reasons include details of a criminal conviction or similar).
- Sensitive data will be handled in accordance with the Data Protection Laws.

SIGNATURES

NCARB

AACA

NZRAB

President

President

Chair

CEO

CEO

CEO

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness