

# RECIPROCAL MEMBERSHIP AGREEMENT

between



**CHARTERED ACCOUNTANTS AUSTRALIA AND NEW ZEALAND  
(CA ANZ)**

and



**THE INSTITUTE OF CHARTERED ACCOUNTANTS OF NEPAL  
(ICAN)**

Private and Confidential

## 1. Introduction

- a. This Reciprocal Membership Agreement (**Agreement**) shall come into operation on or about the date of execution between Chartered Accountants Australia and New Zealand (**CA ANZ**) having its office at 33, Erskine Street, Sydney, NSW 2000 AUSTRALIA and the Institute of Chartered Accountants of Nepal (**ICAN**) whose head office is at ICAN Marg, Satdobato, Lalitpur, Post Box No. 5289, Kathmandu, NEPAL (hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**" to this Agreement).
- b. The objective of this Agreement is to set out the basis on which respective members of the Parties to this Agreement may become reciprocal members of the other Party.
- c. Unless the contrary intention appears, a reference in this Agreement to:
  - i. a document includes a variation or replacement of it;
  - ii. a clause, schedule, annexure, attachment or exhibit is a reference to a clause in, or a schedule, annexure, attachment or exhibit to this Agreement;
  - iii. the singular includes the plural and vice versa;
  - iv. a particular person includes a reference to the person's executors, administrators, successors, substitutes and assigns;
  - v. a reference to a party includes its employees, related body corporate or related entity;
  - vi. a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
  - vii. a period of time that dates from a given day or the day of an act or event is to be calculated exclusive of that day;
  - viii. the words "include", "including", "for example" or "such as" are not to be interpreted as words of limitation, and when such words introduce an example, they do not limit the meaning of the words to which the example relates, or to examples of a similar kind; and
  - ix. headings and sub-headings are included for convenience only and do not affect the interpretation of this Agreement.

## 2. Memorandum of Understanding

The current Memorandum of Understanding between ICAN and CA ANZ made on 7 March 2018 and its extensions thereto made on 24 May 2021, 6 December 2021, 13 December 2022 and 31 March 2023 respectively on mutual recognition of respective professional accountancy qualifications will expire once this Agreement comes into effect on the date of execution.

## 3. Basis of Recognition

- a. Recognition of membership is based on comparability across the following elements, each of which is further described in b. and c. below: -
  - i. Professional Qualification Program and Assessment methods; and
  - ii. Professional Work Experience;
- b. Professional Qualification Program and Assessment methods

The Parties agree that full members of CA ANZ who have qualified through CA ANZ's Professional Qualification Program (**CA Program**) will be required to complete or pass the relevant Corporate Law and Taxation Module in CAP-III Level of ICAN's current Professional Qualification Program to be eligible for membership admission with ICAN.

The parties agree that full members of ICAN who have successfully completed ICAN's current Professional Qualification Program must complete and pass the Data Analytics and Insights elective subject of the CA Program and the CA ANZ International Pathway Program (refer Appendix A and referred to as **IPP**) to meet the eligibility requirements for membership admission with CA ANZ. The Data Analytics and Insights elective subject is an interim requirement for ICAN members given the advice by ICAN of current enhancements in progress to the existing ICAN Professional Qualification Program which should address the gap identified by CA ANZ in the recent reviews across educational qualifications of both parties. This subject will focus on identifying, analysing, solving and communicating business problems using data analysis techniques and modern business intelligence tools and the coverage is seen as critical to ensure future members have the skills to succeed in the future accounting environment that members will be working. The requirement shall apply for a period of two (2) years from 31 January 2023 for all eligible ICAN members. On and from 31 January 2025, the members of ICAN who have completed ICAN's Professional Qualification Program will only be required to complete and pass the IPP for eligibility for membership admission with CA ANZ (this change is conditional on the planned enhancements of the ICAN Professional Qualification Program being implemented and agreement between the parties that the ICAN members no longer need to complete the CA ANZ Data Analytics and Insights elective subject). However, ICAN members applying before 31 January 2025 can apply to CA ANZ for exemption from the requirement to complete the Data Analytics and Insights elective subject if they have other equivalent qualifications, any exemption to be determined by CA ANZ in its sole and absolute discretion.

c. Professional Work Experience

The Parties agree that full members of CA ANZ who have successfully completed CA ANZ's three years of approved employment will be required to complete one year further professional work experience in Nepal to achieve recognition as a CA by ICAN.

The parties agree that full members of ICAN who have successfully completed ICAN's three (3) years of Practical Training requirements to gain ICAN membership are eligible to complete the Data Analytics and Insights elective subject but will be required to have a minimum of five (5) years' relevant work experience post ICAN membership including a period in a senior position, such as a position with the title of manager, senior manager, partner or director, to be eligible to apply for enrolment into the IPP to achieve recognition as a CA by CA ANZ.

Despite the five (5) years' relevant work experience requirement post ICAN membership noted above, CA ANZ will consider, on a case-by-case basis, applicants who have attained at least three (3) of the five (5) year post membership relevant work experience requirement so long as they meet all other eligibility requirements as stipulated in this Agreement, including role seniority.

#### **4. Cooperation**

The Parties to this Agreement agree to work constructively and cooperatively during the term of this Agreement.

#### **5. Membership criteria and process**

- a. This Agreement applies to full members of the Parties to this Agreement who have achieved membership by completing a typical pathway to membership of either Party.

- b. A 'typical pathway' is one which is completed through the education and training route of that Party.
- c. The 'qualifying body' is the Party under which the reciprocal member originally qualified as a professional accountant.
- d. This Agreement does not apply to individuals who gained membership with a Party through another reciprocal membership agreement with a third-party body.
- e. The Parties to this Agreement will assess individual applications for eligibility to membership from members of the other Party. In assessing such applications, the Parties will seek verification from the qualifying body that the applicant is a member of the other Party and how professional membership was gained. The assessment will also establish whether the applicant is a member in good standing.
- f. Both Parties agree to provide a Letter of Good Standing dated within 3 months of the application for membership admitted under the terms of this Agreement, provided the applicant has provided adequate written consent in accordance with clause 12(a) of this Agreement.
- g. The Parties to this Agreement agree to provide such verification in writing on a timely basis when requested, including details on the applicant's route into membership.
- h. In addition, the following information will be assessed by CA ANZ for members of ICAN to become eligible provisional members, thus allowing these members to enroll into the Data Analytics and Insights elective subject of the CA Program and IPP under its Regulations and then be admitted as a full member under its By-Laws relating to Special Admissions:
  - i. any requirements stipulated in the CA ANZ CA program to undertake the Data Analytics and Insights elective subject;
  - ii. be a current full member of ICAN including member number and date of admission to full membership;
  - iii. admitted to membership by completing typical pathway to membership as defined in clause 5(b) above (not through a third-party arrangement);
  - iv. attained at least five years' relevant work experience post admittance to membership including role seniority, and currently living in Australia or New Zealand;
  - v. be of good standing and not currently subject to any disciplinary sanctions or investigations;
  - vi. compliant with all CPD requirements of ICAN; and
  - vii. provide two references from current CA ANZ members who may be either a CA or FCA using the CA ANZ Special Admission Reference Form.
- i. In addition, the following information will be assessed by ICAN for member eligibility of members of CA ANZ under its current Membership Regulations:
  - i. be a current CA ANZ member in good standing;
  - ii. admitted to membership through the CA program; and
  - iii. have undertaken continuing professional development as required by CA ANZ.
- j. Where the required written verification has been received and membership criteria are met, the Parties to this Agreement will then grant reciprocal membership to those applicants applying.

- k. The final decision on admission to membership shall rest with the receiving body.
- l. This Agreement applies to those reciprocal members who hold the Chartered Accountant (CA) designation including fellow members of either Party to the Agreement.

## 6. Membership, audit and other services requiring registration or licensure

- a. This Agreement covers membership rights of reciprocal members only.
- b. Eligible members of CA ANZ consist of those who have completed the CA Program.
- c. Eligible members of ICAN consist of those who have completed the ICAN's Professional Qualification Program.
- d. The Parties acknowledge that:
  - i. any rights to practice, within regulated areas, are outside the scope of this Agreement;
  - ii. audit and other services requiring registration or licensure are not covered by this Agreement; and
  - iii. nothing in this Agreement provides the members of either Party with rights to perform the following functions in Australia, New Zealand, Nepal or any other parts of the world:
    - conduct public accounting services;
    - sign the audit report on financial statements;
    - act as a tax agent; and/or
    - provision of personal advice relating to financial planning and self-managed super funds (Australia only).
- e. Any CA ANZ or ICAN member wishing to undertake any of the activities set out in clause 6d must obtain such licenses and/or meet such legislative requirements as may be in force in the relevant country at the time as well as those requirements that are/may be imposed for granting a certificate of practice.
- f. The Parties agree that applicants of ICAN who gain CA ANZ membership through IPP under CA ANZ's By-Law 14 (Special Admissions) will not qualify for recognition by the Global Accounting Alliance (GAA).

## 7. Home Membership

- a. The Parties agree that members who gain membership of the other Party under the terms of this Agreement must retain their original qualifying body membership (**home qualifying body membership**) for the life of and any extension to this Agreement.
- b. The Parties to this Agreement agree on an adherence to the principle of maintaining home qualifying body membership and accordingly the Parties to this Agreement will endeavour to preserve the spirit of the reciprocal agreements in this respect (including, for retention purposes, to provide a list of members who have been admitted under this Agreement to the other Party upon written request of the other Party but at all times subject to the compliance of Parties to clause 12(a) and clause 12(b) of this Agreement).

- c. If a reciprocal member of one Party satisfies the Continuing Professional Development (**CPD**) requirements and obligations relating to membership of that Party, the other Party will recognise this as meeting its own standard CPD requirements.
- d. The Parties agree that members of either CA ANZ or ICAN who take up membership of the other Party will be subject to the following requirements of the receiving body:
  - i. CPD requirements;
  - ii. Quality assurance requirements;
  - iii. Professional conduct procedures; and
  - iv. Professional standards.

## **8. Disciplinary arrangements**

- a. In the event that consideration requires to be given to conducting an investigation, with a view to possible disciplinary or regulatory action, the primary responsibility for undertaking this will, unless otherwise agreed between the Parties in writing, rest with the reciprocal membership body that is based in the country where the member is practising (or working, in the case of a member not in public practice as an accountant).
- b. Where the member is practising or working in a third country, outside both the country of the original membership body and the country of the reciprocal membership body, the responsibility will rest with the qualifying body (original qualifying membership body).
- c. In the event that a Party does not pursue an investigation and/or disciplinary proceedings with due expedition, or the conclusion of those proceedings is that no adverse finding is made, the other Party may initiate such investigation or proceedings after notice in writing stating its intent and considering any views expressed by the first Party in response.
- d. In the event that a complaint is received about a member who retains their home qualifying body membership, subject to the Parties' respective confidentiality and privacy obligations, all Parties to this Agreement agree to coordinate investigation and disciplinary processes to the extent possible and to share information to the extent possible.
- e. The Parties agree that they will comply with all applicable laws in relation to the retention and security of member information exchanged under this Agreement.

## **9. Reporting**

- a. The Parties to this Agreement agree to:
  - i. provide each other with information on material changes to their qualifying/admission program, CPD policy, exemptions, and any other relevant matters;
  - ii. provide an annual confirmation of numbers of members qualifying through the reciprocity stipulated under this Agreement who are living in other Party's home country; and
  - iii. promptly respond and agree to a Party's request for meeting(s) to review mapping of educational qualifications, changes to privacy law and any other areas agreed by both Parties in writing.

- b. On each occasion set out in clause 9(a) above, this may, depending on the nature of the changes, result in a review against the recognition basis and variation of this Agreement.

## 10. Term of Agreement

- a. The term of this Agreement shall be from the date of execution of this Agreement until 22 May 2024 unless terminated earlier in accordance with this Agreement.
- b. This Agreement may be renewed or extended for additional periods of three (3) years by mutual written agreement of all Parties, subject to any changes to the recognition basis that underlies this Agreement.
- c. Without prejudice to clause 10(a), either Party may terminate this Agreement with at least a sixty (60) day period of notice. At the time of providing such notice, the Party providing notice shall also provide to the other Party, a full written explanation of the reasons for termination.
- d. In the event the Agreement is terminated or lapsed, the members previously admitted to the reciprocal body under this Agreement will be able to continue their membership in the reciprocal body post termination / lapse of this Agreement.

## 11. Confidentiality

Each Party shall keep the other Party's confidential information confidential in accordance with the Confidentiality Agreement between the Parties dated 24 May 2021.

## 12. Privacy

- a. The Parties agree that:
  - i. from time to time the personal data of an individual is required to be disclosed by one Party (**discloser**) to the other Party (**recipient**) under the terms of this Agreement;
  - ii. the discloser agrees to obtain the individual's express consent to the disclosure of such personal data on the application for reciprocal membership by such individuals; and
  - iii. the recipient shall comply with all applicable legislation (including privacy) in relation to any and all personal data received.
- b. For the purposes of clause 12(a), personal data means any information relating to an identified or identifiable natural person (**data subject**); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. For the avoidance of doubt, personal data shall also be defined in accordance with the applicable data protection and/or privacy legislation of the jurisdictions of both Parties.
- c. The Parties also agree to comply with the terms and conditions of the Data Processing Addendum attached hereto as Annexure A.

### **13. Intellectual Property**

- a. Each Party grants the other Party a non-exclusive, non-transferable, revocable, worldwide and royalty-free licence to use the other party's name, trademark and/or logo (**IP**) for the duration of this Agreement to:
  - i. promote IPP;
  - ii. perform its obligations under this Agreement; and
  - iii. enjoy the benefits under this Agreement.
- b. Each Party agrees that it will not use the other Party's IP, unless:
  - i. it has received the prior written approval of the other Party; and
  - ii. the use is in accordance with that Party's brand guidelines (as amended from time to time).

### **14. Assignment**

Neither this Agreement, nor any roles or responsibilities under this Agreement, may be assigned or transferred directly or indirectly by either of the Parties to any other person, without receiving the prior written consent of the other Party.

### **15. Variation**

No variation or amendment of this Agreement shall be effective unless it is in writing and signed by both Parties.

### **16. Severability**

- a. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- b. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

### **17. No Partnership or Agency**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between the Parties, constitute any Party the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

### **18. No Third-Party Rights**

Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

### **19. Liability**

Neither Party shall be liable under or in relation to this Agreement or its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any loss of profits, loss of sales, loss of turnover, loss of or damage to business, loss of or damage to reputation, loss of contracts, loss of customers, or any indirect, special or consequential loss or damages and for the purposes of this clause the terms "loss" includes a partial loss or reduction in value as well as a complete or total loss.



## 20. Notices

- a. All notices, requests, instructions, demands or other communications required or permitted to be given or made under this Agreement shall be in writing (**Notice**) and delivered personally or sent by registered post or airmail, or by electronic mail, and marked for the attention of such person (if any), designated by it for the purposes of this Agreement.
- b. Any Notice shall conclusively be deemed to have been received on the next business day in the place to which it is sent, if sent by electronic mail (provided no error message is received at the time of delivery), or three (3) business days from the time of posting, if sent by courier, or at the time of delivery, if delivered by hand.
- c. The initial address, electronic mail address, and person (if any) so designated by the Parties to receive the Notices are set out below:

### ICAN

Attention: CA. Sanjay Kumar Sinha, Executive Director  
Address: ICAN Marg, Satdobato, Lalitpur, Post Box No. 5289, Kathmandu, NEPAL  
Email: [ican@ntc.net.np](mailto:ican@ntc.net.np)

### CA ANZ

Attention: General Counsel  
Address: 33 Erskine Street, Sydney, NSW 2000  
Email: [legal@charteredaccountantsanz.com](mailto:legal@charteredaccountantsanz.com)

with a copy to:

Attention: Geraldine Magarey  
Address: 33 Erskine Street, Sydney, NSW 2000  
Email: [Geraldine.Magarey@charteredaccountantsanz.com](mailto:Geraldine.Magarey@charteredaccountantsanz.com)

## 21. Governing Law and dispute resolution

- a. This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the non-exclusive jurisdiction of the courts of that jurisdiction.
- b. In the event that a dispute arises between the Parties about this Agreement or its interpretation (except for with respect to a breach of personal data or confidential information), the Parties' Chief Executive Officers or their appointed representatives shall meet to discuss the dispute and attempt to resolve it amicably or negotiate in good faith, within thirty (30) business days of receipt of a written notice of a dispute by either party.
- c. Should the dispute remain unresolved 30 business days after such meeting, this Agreement may be terminated by either Party in writing, unless the Parties agree by written agreement, an extension(s) to such period in order to facilitate resolution of the dispute.

## 22. Good Faith

It is both Parties' intention that this Agreement shall operate between them in accordance with the principles of good faith, with fairness and without detriment to the interests of anyone and if any dispute arises, the Parties shall use their best endeavours to agree upon such action as may be necessary and equitable to remove or resolve the cause or causes of the same.

## 23. Anti-Bribery, Corruption and Sanctions

- a. Each Party represents, warrants and undertakes to the other Party that it, its related entities and each of their officers and employees will not engage in any conduct that amounts to bribery or corruption or the breaching of any trade, economic or financial sanctions.
- b. Each Party must immediately notify the other Party in writing if it becomes aware or suspects that its representations, warranties and undertakings in clause 23(a) are no longer accurate or true.
- c. If either Party breaches any provision of this clause 23 then the other Party may immediately terminate this Agreement (in whole or in part) and will not be liable for any loss (of any kind whatsoever) that the breaching party may suffer as a result of any such termination.
- d. For the purposes of this clause:

**Anti-Bribery and Corruption Laws** means:

- i. the Criminal Code Act 1995 (Cth);
- ii. the Secret Commissions Act 1910 (NZ) and Crimes Act 1965 (NZ);
- iii. the Prevention of Corruption Act (Singapore)
- iv. the Bribery Act 2010 (UK);
- v. the Foreign Corrupt Practices Act 1977 (US); and
- vi. any other applicable law which has as its an objective or is in relation to the prevention of bribery and/or corruption.

**Sanctions** means any trade, economic or financial sanctions administered or enforced by the Australian Department of Foreign Affairs and Trade, the New Zealand Ministry of Foreign Affairs and Trade, the Singapore Customs or any other relevant regulator or sanctions authority.

## 24. General

- a. This Agreement comprises of this document, including the signature page bearing the signatures of the authorised representatives of ICAN and CA ANZ, Appendix A *CA ANZ International Pathway Program* and Annexure A *Data Processing Addendum*.
- b. This Agreement may consist of a number of counterparts, each of which when executed and delivered (whether in original, copy, fax or via email in PDF format) shall together constitute one and the same instrument.
- c. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate execution of this Agreement and has the same force and effect as a manual signature.

**Electronic Signature** means an electronic symbol, mark or signature representation:

- i. which is attached to or logically associated with an agreement, document or record; and
  - ii. whose purpose is to manifest a person's intent to execute, be bound by or otherwise adopt the agreement, document or record.
- d. This Agreement is the entire agreement and understanding between ICAN and CA ANZ on everything connected with the subject matter of this Agreement and supersedes any prior agreement or understanding on anything connected with that subject matter.
- e. ICAN acknowledges and agrees that:
  - i. CA ANZ was formed in Australia; and
  - ii. the members of CA ANZ are not liable for the debts and liabilities of CA ANZ.
- f. CA ANZ acknowledges and agrees that:
  - i. ICAN was formed in Nepal; and
  - ii. the members of ICAN are not liable for the debts and liabilities of ICAN.

Executed as an agreement.

Signed for and on behalf of **Chartered Accountants Australia and New Zealand** )  
ABN 50 084 642 571 by its Authorised )  
Representatives: )



Signature of Director / CEO / Authorised Representative

Ainslie Marie van Onselen  
Print full name

Signature of Authorised Representative\*

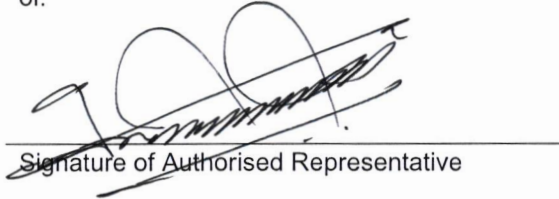
Print full name

July 25, 2023

Date

Date

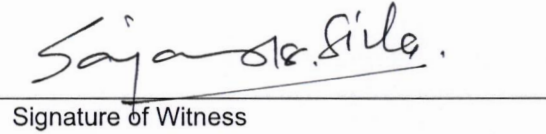
Signed for and on behalf of **The Institute of Chartered Accountants of Nepal** by its )  
Authorised Representatives, in the presence )  
of: )



Signature of Authorised Representative

CA. Bhaskar Singh Lala  
Print full name of Authorised Representative

President  
Position



Signature of Witness

CA. Sanjay Kumar Sinha  
Print full name of Witness

ICAN Marg, Satdobato, Lalitpur  
Address of Witness

Date: July 20, 2023

Date: July 20, 2023

## Appendix A

### **CA ANZ International Pathway Program (IPP)**

- i. IPP examines through real-life case studies the contemporary Australasian business, accounting and finance environment relevant for full members of ICAN and other international bodies seeking to become members of CA ANZ.
- ii. Members must be living in Australia or New Zealand to be eligible to participate in the program and fulfil other eligibility criteria as stipulated in this Agreement.
- iii. The IPP workshop will be facilitated over a 3-day period and participants will have access to the online pre-workshop activities four weeks prior to the workshop via CA ANZ learning management system – myLearning. Participants will be required to prepare for the workshops by completing the pre-workshop activities.
- iv. As part of the continuing development process of the IPP, CA ANZ will incorporate a refresher on Professional Ethics as part of an activity, in the IPP workshop for all IPP candidates but this will not be an added workload but embedded into the IPP to assist candidates to comply with their ethical obligations, operate an ethical practice, and deal with ethical dilemmas.
- v. During the workshop, participants will be assessed through oral and written communication tasks and assessments and their ability to evaluate, analyse and solve business problems. These competencies will be assessed during the workshop via individual presentations and open book written examinations.
- vi. IPP is rolled out across a range of regions in Australia and New Zealand. The IPP workshops may be held outside Sydney and Melbourne in the future depending on the demand for IPP.
- vii. IPP workshops may be delivered either virtually, or face-to-face, to be advised by CA ANZ depending on the circumstances. This offers flexibility to the IPP program as CA ANZ ensures the continuity of the Program despite situations which may occur beyond our control.
- viii. This information set out in Appendix A may be revised or updated, subject to provisions governed in clause 9 of this Agreement.

## ANNEXURE A – DATA PROCESSING ADDENDUM

The Institute of Chartered Accountants of Nepal (**ICAN**) and Chartered Accountants Australia and New Zealand (**CA ANZ**) (collectively, **parties**) hereby agree to the terms and conditions of the Data Processing Addendum attached hereto as Appendix B (DPA), which consists of:

- (a) the main body of the DPA;
- (b) Standard Contractual Clauses (incorporated by reference); and
- (c) the Data Transfer Details set out in the Annex.

This DPA, and the changes to the Agreement implemented by the DPA, shall be effective on the date of the Agreement (**Effective Date**).

### Appendix B

#### 1 Introduction

1.1 This DPA:

- (a) forms part of the reciprocal membership agreement entered into between ICAN and CA ANZ on or about the date of execution (**Agreement**);
- (b) sets out the parties respective obligations where the parties each act as controller (as defined in Data Protection Legislation) in respect of the EU Personal Data (as defined in clause 2); and
- (c) supplements the provisions in the Agreement that relate expressly to the parties' use of personal data by incorporating specific terms into the Agreement. If any provisions in the Agreement conflict with the terms of this DPA, then the terms of this DPA shall prevail. Nothing in this DPA shall change either party's exclusions and limitations of liability under the Agreement and all provisions relating to liability and indemnities set out in the remainder of the Agreement shall continue to apply notwithstanding this DPA coming into effect.

#### 2 Definitions

2.1 Capitalised terms used but not defined in this DPA shall have the meaning set out in the Agreement.

2.2 The following terms have the following meanings when used in this DPA:

- (a) "**Data Protection Legislation**" means the *Privacy Act 1988* (Cth), *Privacy Act 2020* (NZ), *Data Protection Act 2018* (UK) and the EU Data Protection Legislation and any other applicable law or regulation concerning protection of personal data and/or privacy;
- (b) "**EEA**" means the members states of the European Union, Norway, Iceland and Liechtenstein;
- (c) "**EU Data Protection Legislation**" means, to the extent applicable to the performance of any of ICAN's obligations under the Agreement, the EU General Data Protection Regulation 2016/679 (the "**GDPR**") together with any successor or replacement legislation or national legislation giving effect to any of its terms;
- (d) "**EU Personal Data**" means any personal data or information of a data subject: (a) protected by and within the scope of the EU Data Protection Legislation or the *Data Protection Act 2018* (UK); (b) in respect of which each party or any of its affiliates is a data controller; and (c) that will be shared by a party to the other party in connection with the Agreement, where "personal data", "data subject", "controller", "processor" and "process" (and its derivatives) have the meanings given to them in the GDPR or the *Data Protection Act 2018* (UK) as applicable; and

- (e) “**Standard Contractual Clauses**” means the agreement in the form annexed to the European Commission's decision of 4 June 2021 on Standard Contractual Clauses for the transfer of personal data to controllers established in third countries, or such amended or replacement set of clauses approved by the European Commission or applicable data protection regulator.

### **3 Relationship with the Agreement**

- 3.1 Subject to clause 1.1(c) of this DPA, in the event of a conflict between the terms of the Agreement and the terms of this DPA, the terms of this DPA shall prevail. Save as expressly amended by this DPA, all of the terms and conditions of the Agreement shall remain unchanged and it shall continue in full force and effect.
- 3.2 In the event of a conflict between this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.
- 3.3 This DPA, and the changes to the Agreement implemented by this DPA, shall come into effect on the Effective Date and the remaining provisions of the Agreement shall be updated and construed as necessary to give effect to the terms of this DPA with effect from the Effective Date.

### **4 Obligations**

- 4.1 Each of CA ANZ and ICAN shall be considered to be a controller in respect of any EU Personal Data and each party shall comply with its obligations as a controller under the EU Data Protection Legislation in respect of EU Personal Data processed by it in connection with the Agreement.
- 4.2 To the extent that either party is involved in the collection of EU Personal Data from data subjects, the party shall (and shall procure that any member of the party's group shall) collect any necessary permission, provide any necessary notice and do all such other things as are required under the applicable Data Protection Legislation in order for it to disclose EU Personal Data to the other party for the purposes described in the Annex to this DPA and the Agreement.
- 4.3 The parties shall implement appropriate technical and organisational measures to maintain the security of the EU Personal Data and prevent unauthorised or unlawful access to, or processing of, or any accidental loss, destruction or damage to the EU Personal Data.
- 4.4 The parties shall only process the EU Personal Data as reasonably required to comply with the terms of the Agreement, meet its legal or regulatory obligations or for its other reasonable business purposes (including quality control and administration).
- 4.5 Each party shall notify the other without undue delay:
- (a) upon receiving a subject access or other request from a data subject of the EU Personal Data, or if it receives any other claim, complaint or allegation relating to the processing of the EU Personal Data by the party; and
  - (b) upon becoming aware of any breach of security leading to the destruction, loss or unlawful disclosure of the EU Personal Data in the party's possession or control,

and in each case, each party shall co-operate with the other in handling such event and provide reasonable assistance to the other in the discharging of its duties under the applicable Data Protection Legislation.

- 4.6 Upon the reasonable request of the other, each party shall provide such information relating to its processing of EU Personal Data as reasonably required for the other to satisfy its obligations under the applicable Data Protection Legislation.
- 4.7 The parties shall ensure that if EU Personal Data is transferred from either parties to the other being based outside the EEA or United Kingdom pursuant to the Agreement such transfer shall be subject to appropriate safeguards in accordance with Article 46(2)(c) of the GDPR or section 75(1) of the *Data Protection Act 2018* (UK) . The parties shall, unless agreed otherwise, rely on the Standard Contractual Clauses for any transfer of EU Personal Data between the parties pursuant to the Agreement. Accordingly, the Standard Contractual Clauses are hereby

incorporated into the Agreement with both parties as the "data exporter" and/or the "data importer" (as applicable). For the purposes of the Standard Contractual Clauses, each party confirms that it shall process the EU Personal Data in accordance with the principles set out in the Standard Contractual Clauses. The details of the transfer and of the personal data for the purposes of the Standard Contractual Clauses are set out in the Annex to this DPA. The parties agree that they will amend the Standard Contractual Clauses if required in accordance with a relevant European Commission decision, decision by the Information Commissioner's Office of United Kingdom or the applicable Data Protection Legislation. To the extent that the rights and obligations in this DPA are inconsistent with those contained in the Standard Contractual Clauses, the parties agree that those contained in the Standard Contractual Clauses shall prevail.

## **5 General**

- 5.1 No person other than a party to this DPA shall have the right to enforce any of its terms.
- 5.2 This DPA may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.
- 5.3 Unless otherwise required by applicable Data Protection Laws, this DPA shall be governed by, and construed in accordance with, the laws of the jurisdiction specified in the Agreement and the parties submit to the exclusive jurisdiction of the courts specified in the Agreement.



## Annex

### DESCRIPTION OF THE TRANSFER

#### Data subjects

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

Members of CA ANZ and the New Zealand Institute of Chartered Accountants (NZICA), and members of ICAN.

#### Purposes of the transfer(s)

The transfer is made for the following purposes: to (i) perform the Services; (ii) comply with a Party's statutory and regulatory obligations; (iii) maintain a Party's accounts and records and (iv) conduct analysis in order to improve a Party's products and services. This will involve, among other things, the collection, storage, analysis and disclosure of each party's EU Personal Data that the other party receives in accordance with the Agreement.

#### Categories of data

The personal data transferred concern the following categories of data:

Any Personal Data accessed by ICAN or CA ANZ in performing the obligations under this Agreement which may include, names, personal contact details (email), membership information (including the date membership was granted, membership number and whether a member is of good standing), applications, CPD related information, complaint-related information, disciplinary-related information, correspondence/communication with either party, and reference letters.

#### Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

CA ANZ, NZICA and ICAN

#### Sensitive data (if appropriate)

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

Membership information of CA ANZ or ICAN members as it relates to or comprises of criminal convictions.

#### Data protection registration information of data exporter (where applicable)

N/A

#### Additional useful information (storage limits and other relevant information)

N/A

#### Contact points for data protection enquiries

ICAN

CA ANZ

CA. Sanjay Kumar Sinha

Privacy Officer

[ican@ntc.net.np](mailto:ican@ntc.net.np)

[privacy@charteredaccountantsanz.com](mailto:privacy@charteredaccountantsanz.com)