

## **Memorandum of Understanding between British Association for Counselling and Psychotherapy and Irish Association for Counselling and Psychotherapy**

### **Introduction**

1. This Memorandum of Understanding (MoU) sets out the Agreement between the British Association for Counselling and Psychotherapy (BACP) and the Irish Association for Counselling and Psychotherapy (IACP) ('the organisations') to recognise each other's respective accreditation schemes.
2. The purpose of this MoU is to put into place clear arrangements of the mechanism which will enable Accredited Members of either the BACP or the IACP to passport entry to Accredited Membership status of the other organisation.

### **Status of MoU**

3. Nothing in this Memorandum of Understanding shall, or is intended to:
  - create any legal or procedural right or obligation which is enforceable by any third parties against either of the organisations, or against any other third party; or
  - prevent either organisation from complying with any law which applies to them; or
  - fetter or restrict, in any way whatsoever, the exercise of any discretion which either organisation may be required to exercise by virtue of their respective governance rules.
4. Nevertheless, the parties are genuinely committed to pursuing the aims and purposes of this Memorandum in good faith and intend to act in accordance with its terms on a voluntary basis.

## The Agreement

5. BACP and IACP will accept each other's accreditation decisions with respect to individuals under the following conditions:

- (i) This is not an automatic process and in order to advertise as having dual membership, a counsellor/psychotherapist must have membership of both BACP and IACP.

## IACP Applicants

- (ii) IACP Accredited Members who wish to take advantage of this agreement must first apply for membership of BACP as an individual member and pay the appropriate membership fee. Information of how to apply can be obtained on the BACP website <https://www.bacp.co.uk/membership/individual-membership/>.
- (iii) The IACP applicant must then progress to the BACP Register by following the steps described on <https://www.bacp.co.uk/membership/registered-membership/>. Once on the Register as a BACP Registrant, having accepted the BACP Register terms and conditions, an IACP Accredited Member will become eligible to apply for BACP Accredited status via the completion of the BACP Recognition of Accreditation application form.
- (iv) An IACP Accredited Member who has previously been unsuccessful in attaining BACP Accreditation will be subject to a 12 month moratorium [calculated from the date of notification] before making a further application for accreditation under this agreement.
- (v) IACP will be required to provide evidence to BACP of:
  - Current IACP membership of good standing
  - Current IACP accreditation status
  - Due date of IACP accreditation renewal
- (vi) Successful IACP applicants will receive a Certificate of Accreditation which will include the renewal date. Renewal requirement details are available at <https://www.bacp.co.uk/membership/accredited-membership/>.

## **BACP Applicants**

- (vii) BACP Accredited Members who wish to take advantage of this agreement must complete the IACP – BACP Recognition of Accreditation Application Form available on IACP website [www.iacp.ie/BACP-accreditation](http://www.iacp.ie/BACP-accreditation). BACP Accredited Members must also attach a proof of having completed a minimum of 50 hours of personal therapy according to IACP requirements (e.g. confirmation letter from the therapist or from the course completed regarding personal therapy completed while in training).
- (viii) Having completed the application form and provided a proof of personal therapy hours and accepted IACP terms and conditions, a BACP Accredited Member will become eligible for IACP Accredited status.
- (ix) A BACP Accredited Member who has previously been unsuccessful in attaining IACP Accreditation will be subject to a 12 month moratorium [calculated from the date of notification] before making a further application for accreditation under this agreement.
- (x) BACP will be required to provide IACP with evidence of;
  - Current BACP membership of good standing
  - Current BACP accreditation status
  - Due date of BACP accreditation renewal
- (xi) Successful BACP applicants will receive an IACP Certificate of Accreditation. Renewal requirement details are available at [www.iacp.ie/renewal-of-accreditation](http://www.iacp.ie/renewal-of-accreditation)
- (xii) BACP Accredited Members who wish to take advantage of this agreement must have also successfully completed IACP Garda (Police) Vetting process, details can be found at [www.iacp.ie/garda-vetting](http://www.iacp.ie/garda-vetting).

## **Information Sharing**

6. Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR, the Data Protection Act

2018, and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data.



Personal Data means any information relating to an identified or identifiable living natural person. UK GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons about the processing of Personal Data and on the free movement of such data as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018.

“Controller”, “Processor”, “Data Subject”, “Process” and “Processing” shall have the same meaning as in the Data Protection Legislation, and their cognate terms shall be construed accordingly.

7. Both parties will comply with all applicable requirements of the Data Protection Legislation in the Processing of Personal Data. This clause does not relieve, remove, or replace a party's obligations under the Data Protection Legislation.
8. The parties acknowledge that for the purposes of the Data Protection Legislation BACP and IACP are independent Controllers.
9. For the avoidance of doubt, if for any reason the nature and purpose of the information sharing changes, or the roles of the parties change so they are no longer both independent controllers, an amendment to this MoU will be required and a separate data sharing agreement may need to be entered into by the parties.
10. BACP will notify IACP of all Accredited Members who join BACP through this Agreement for the purposes of membership verification.
11. IACP will notify BACP of all Accredited Members who join IACP through this Agreement for the purposes of membership verification.
12. Where a Counsellor/Psychotherapist is granted accreditation on the basis of this Agreement, all the benefits normally associated with each organisations accreditation status will be conferred upon the applicant.
13. A Counsellor/Psychotherapist who takes advantage of this Agreement will be required to ensure that they are working within the applicable Code of Ethics and Practice / Ethical Framework and will be subject to the respective organisations Professional Conduct Procedure.
14. Where a complaint is made against a Counsellor / Psychotherapist, the complaint will be dealt with by the appropriate organisation.

15. This document will be periodically reviewed by both organisations to ensure best practice is applied to the Agreement.

This agreement is effective from 15/10/2024.

<b>Signed by</b>	<b>Position</b>	<b>Date</b>	<b>Review Date</b>
Séamus Sheedy 	IACP Chair of the Board of Directors	11/10/2024	
Nicola Pickup 	Legal Services Manager	15/10/2024	