

DATE:

15/10/2015

MUTUAL RECOGNITION AGREEMENT

between

KONINKLIJK ACTUARIEEL GENOOTSCHAP (AG)

and

THE ACTUARIAL SOCIETY OF SOUTH AFRICA (ASSA)

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MUTUAL RECOGNITION AGREEMENT

BETWEEN: KONINKLIJK ACTUARIEEL GENOOTSCHAP, a professional body of Groenewoudsedijk 80, 3528 BK Utrecht, the Netherlands (“**AG**”)

AND:

THE ACTUARIAL SOCIETY OF SOUTH AFRICA a professional body of 2nd floor, West End Mall, Jan Smuts Drive, Pinelands, Cape Town, 7405 (“**ASSA**”).

1. BACKGROUND

- 1.1. The AG is the sole professional actuarial membership body based in the Netherlands, although its members practise in various other countries, too. The AG has several categories of membership, but the relevant category for the purposes of this agreement is “Actuaris AG” (“Fellow”). The AG confers the designation ‘Actuaris AG’ on its Fellows; this is a designation required by statute in some situations to perform actuarial work. The AG requires individuals successfully to complete its education and examination requirements, in addition to a period of employer-certified practical work, professionalism and continuing professional development requirements, as part of the eligibility requirements for becoming a Fellow.
- 1.2. ASSA is the sole professional actuarial membership body based in South Africa although its members practise in various other countries, too. ASSA has several categories of membership, but the relevant category for the purposes of this agreement is Fellow. ASSA confers the designations ‘FASSA’ on its Fellows. ASSA requires individuals successfully to complete eligibility requirements, approved by the ASSA Council, which include education and examinations, prior to it granting Fellow designations, in addition to a period of South African-specific work-based skills and continuing professional development requirements as part of the eligibility requirements for becoming a Fellow.
- 1.3. ASSA and the Actuarial Association of Europe (“AAE”) entered into a framework agreement with effect from 1 January 2014, which provides for member associations of the AAE and ASSA to enter into mutual recognition agreements. This agreement between the AG and ASSA complies with the provisions of the overarching agreement between the AAE and ASSA.
- 1.4. The parties are entering into this agreement with the joint intention of:
 - 1.4.1. facilitating global trade in actuarial services by providing criteria for the recognition of appropriately qualified actuaries from other organisations;
 - 1.4.2. enhancing the stature of the actuarial profession through interaction on professional and technical matters, and
 - 1.4.3. recognising similar qualifications to avoid unnecessary barriers and to enhance the global provision of education, research and professional services.

2. AGREED TERMS

- 2.1. The terms of this agreement are subject to what is permissible at law, the law being as it applies to each party from time to time.

- 2.2. For the avoidance of doubt, this agreement is not intended to confer any rights on individual members of either the AG or the ASSA, and instead sets out the rights and obligations existing between the AG and the ASSA as professional bodies in order to fulfil the terms of this agreement.
- 2.3. If either party to this Agreement considers that the Agreement is not being implemented by the other party, it or both may bring a case for conciliation before a conciliation group, which shall consist of three members, one appointed by the complaining association, one appointed by the association complained about, and an independent chairman, who shall be appointed by the chairman of the AAE.

3. THE BASIS ON WHICH THE AG WILL ADMIT MEMBERS OF ASSA

- 3.1 The AG will, on application, admit to Actuaris AG (Fellowship) a Fellow of ASSA as member of the AG on the following conditions:

The applicant must:

- 3.1.1. have respectively attained Fellowship of ASSA by completing the qualification requirements of ASSA, which may include co-sponsored education and examinations of other actuarial organisations (including where relevant, obtaining one or more of ASSA's examination exemptions that are available), and not solely in recognition of membership of another actuarial association;
 - 3.1.2. within three years, up to and including the date of application, have completed at least one year's post-qualification practical work-based experience of Dutch actuarial practice;
 - 3.1.3. have successfully met the requirements, prescribed by the AG from time to time, in respect of eligibility, education, professional experience, and continuing professional development requirements;
 - 3.1.4. be a member in good standing with ASSA; and
 - 3.1.5. at the same time as applying, authorise in writing ASSA to release relevant records to the AG concerning any adverse disciplinary determination, finding, sanction and/or penalty, to which the applicant has been subject, in accordance with ASSA's disciplinary process. Such records may be taken into consideration by the AG in considering the application, and may be retained by the AG thereafter for as long as is reasonably necessary.
- 3.2. Those admitted to Fellowship under this agreement will have the same rights, duties and obligations, as may be applicable to other Fellows of the AG, and will be subject to all relevant requirements.
 - 3.3. On application, Fellows of ASSA who do not meet all of the conditions set out in Article 3.1 may, at the absolute discretion of the AG, be enrolled as an Affiliate of the AG while completing any period of relevant experience (Clause 3.1.2) and while taking action to meet other requirements prescribed by the AG (Clause 3.1.3).
 - 3.4. Those admitted as an Affiliate under this agreement will have the same rights, duties and obligations, as may be applicable to other Affiliates of the AG, and will be subject to all relevant requirements.

- 3.5. The AG will be responsible for considering and administering applications received under this clause of this agreement.

4. THE BASIS ON WHICH ASSA WILL ADMIT MEMBERS OF THE AG

- 4.1. ASSA will, on application, admit to Fellowship a Fellow of the AG on the following conditions:

The applicant must:

- 4.1.1. have attained full membership of the AG by examination of the AG (or, where relevant, is eligible for one or more of the AG's exemptions that are available) and not solely in recognition of membership of another actuarial association;
 - 4.1.2. within three years, up to and including the date of application, have completed at least one year's post-qualification practical work-based experience of South African actuarial practice;
 - 4.1.3. have successfully met the requirements, prescribed by ASSA, in respect of eligibility, education, professional experience and continuing professional development requirements;
 - 4.1.4. be a member in good standing with the AG; and
 - 4.1.5. at the same time as applying, authorise in writing the AG to release relevant records to ASSA concerning any adverse disciplinary determination, finding, sanction and/or penalty to which the applicant has been subject, in accordance with the AG's disciplinary scheme. Such records may be taken into consideration by ASSA in considering the application, and may be retained thereafter by ASSA for as long as is reasonably necessary.
- 4.2. Those admitted to Fellowship under this agreement will have the same rights, duties and obligations, as may be applicable to other Fellows of ASSA, and will be subject to all relevant requirements.
- 4.3. On application, Fellows of the AG who do not meet all of the conditions set out in Article 4.1 may, at the absolute discretion of the ASSA, be enrolled as an Affiliate of ASSA while completing any period of relevant experience (Clause 4.1.2) and while taking action to meet other requirements prescribed by ASSA (Clause 4.1.3).
- 4.4. Those admitted as an Affiliate under this agreement will have the same rights, duties and obligations, as may be applicable to other Affiliates of ASSA, and will be subject to all relevant requirements.
- 4.5. ASSA will be responsible for considering and administering applications received under this clause of this agreement.

5. DATA PROTECTION

- 5.1. Each party warrants to the other party that it shall abide by, observe and perform all covenants, requirements, conditions and stipulations of all data protection and privacy laws that apply to the transfer and/or processing of personal data in connection with this agreement.
- 5.2. Each party further warrants to the other party that:

- 5.2.1. it will only use any personal data received in connection with this agreement for the purposes set out in clauses 3.1.5 and 4.1.5 respectively; and
- 5.2.2. such data will be kept secure and will only be accessible by the relevant party unless otherwise required by law, or by the AG's or ASSA's disciplinary process. If a disclosure is made due to such requirements, the relevant party shall (in so far as it is able to) notify the other party in writing and the parties shall in good faith agree to such action as is necessary.

6. CO-OPERATION BETWEEN THE PARTIES

- 6.1. The parties will co-operate on all matters relating to the exercise of their respective regulatory and membership functions which are relevant to this agreement. For the avoidance of doubt, information that is shared shall be shared via secure means, be in a form accessible by the other party's systems and be stored securely.
- 6.2. Any application from a member of one party for membership of the other party will be regarded and treated as an application under the terms of this agreement.
- 6.3. Each party will notify applicants for membership of its body of the professional regulation requirements associated with being a member of that body. Such notification may be made via the party's membership application form, on its website or otherwise.
- 6.4. Subject to Clause 6.5:
 - 6.4.1. The parties will co-operate on all disciplinary matters conducted by either party against a member of the other party.
 - 6.4.2. Where there is any complaint laid, referral made, or information provided of a disciplinary nature ("Allegation") against a member of both the AG and ASSA who has been admitted to the other under this agreement, such Allegation will be notified to the other party on receipt, or as soon as reasonably practicable thereafter.
 - 6.4.3. Each disciplinary matter will be considered on its merits and the parties will agree on which party should initially handle the Allegation. The parties will use the following, non-exhaustive criteria to consider which party is the appropriate one to initially consider the Allegation:
 - whether that party has jurisdiction to deal with the Allegation in the first place;
 - where the work which is the subject of the Allegation ("Work") has been undertaken;
 - where the member who is the subject of the Allegation is located;
 - whether the Work has been undertaken in accordance with the legal or regulatory requirements of The Netherlands or South Africa;
 - whether the Work is intended to be used in The Netherlands or in South Africa;
 - whether the recipient of the Work is based in The Netherlands or South Africa; and/or
 - which organisation is member's primary regulator for professional conduct purposes.

- 6.4.4. Where an agreement cannot be reached within a reasonable time, each party may then handle the matter as they choose, by reference to their own rules, regulations and disciplinary scheme or process.
 - 6.4.5. Each party will, so far as reasonably possible, disclose to the other any such information in relation to any disciplinary complaint, referral, investigation, hearing or procedure which is relevant for the purpose of assisting the other in properly undertaking its regulatory functions.
 - 6.4.6. Upon a final determination that standards of professional conduct have been violated, the investigating party shall communicate its findings to the other party. As a result of the determination, each party shall give such weight as is appropriate to the other party's findings for the purposes of considering the matter under its own disciplinary scheme or process.
- 6.5. Nothing in this agreement shall adversely affect either party's ability to invoke the terms of its disciplinary scheme or process in force from time to time.
 - 6.6. The parties agree that their current qualification requirements are substantially equivalent and agree to maintain this equivalence.

7. TERM OF AGREEMENT, REVIEW AND TERMINATION

- 7.1. This agreement shall be deemed to have commenced with effect from and including 15 October 2015 and, subject to the provisions for earlier termination contained within this agreement, shall continue indefinitely. The agreement shall be subject to formal review three years after the commencement date.
- 7.2. Each party agrees to designate and advise the other party of:
 - 7.2.1. an appropriate day-to-day contact point ("Contact Point") to consider requests or to provide relevant information to the other party in relation to regulatory, governance and disciplinary matters connected with the terms of this agreement or to provide any notices required under this agreement; and
 - 7.2.2. an appropriate educational contact point ("Educational Contact Point") to consider requests or to provide relevant information to the other party regarding qualification, educational and syllabus requirements in connection with the terms of this agreement.
- 7.3. Each party's Contact Point must advise the other party's Contact Point if there have been or are likely to be material changes to their own governance, regulatory or disciplinary, requirements which are relevant to the terms of this agreement, including, but not limited to changes to:
 - 7.3.1. continuing professional development requirements; and/or
 - 7.3.2. practical work training requirements;and the parties shall agree to review the terms of this agreement within a reasonable period of time following the notification of these material changes.
- 7.4. Each party's Educational Contact Point must advise the other party's Educational Contact Point if there have been or are likely to be material changes to their own qualification or educational

requirements which are relevant to the terms of this agreement, including, but not limited to changes to:

- 7.4.1. membership categories; and/or
- 7.4.2. syllabus and educational requirements;

and the parties shall agree to review the terms of this agreement within a reasonable period of time following the notification of these material changes.

- 7.5. Subject to clause 7.4 above, each party's Educational Contact Points must have the possibility, whether in person, or by teleconference or email, to discuss any changes to their qualification structure and/or syllabus and educational requirements.
- 7.6. Either party may terminate this agreement by giving the other party not less than three calendar months' written notice, provided always that in the event of a material breach of this agreement either party may give the other party written notice of termination, which shall be deemed effective on the date of postage.
- 7.7. Any notice under this agreement shall be sent to the relevant party's address, as set out at the beginning of this agreement, or to such other address as may be notified in writing by either party to the other.
- 7.8. Each party will notify the other in writing of the appropriate person or persons to whom notices under this agreement should be addressed.
- 7.9. Termination of this agreement will not affect the rights, recognition and obligations of individuals already granted membership under the terms of this agreement.

SIGNED AT

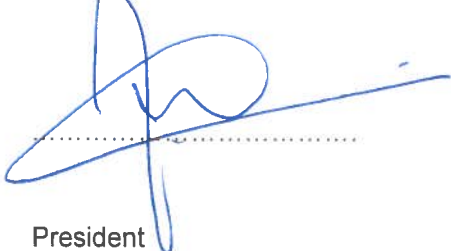
SIGNED AT

THIS 15th DAY OF OCTOBER, 2015

THIS 15th DAY OF OCTOBER , 2015

KONINKLIJK ACTUARIEEL GENOOTSCHAP

ACTUARIAL SOCIETY OF SOUTH AFRICA


.....
President


.....
President

Copy to:
Actuarial Association of Europe