



Institute
and Faculty
of Actuaries



אגודת האקטוארים בישראל [ע"ר]
The Israel Association of Actuaries

DATED
31 August 2021

MUTUAL RECOGNITION AGREEMENT

between

INSTITUTE AND FACULTY OF ACTUARIES

and

ISRAEL ASSOCIATION OF ACTUARIES

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MUTUAL RECOGNITION AGREEMENT

BETWEEN: INSTITUTE AND FACULTY OF ACTUARIES a professional body incorporated by Royal Charter (RC000243) of 7th Floor Holborn Gate, 326-330 High Holborn, London WC1V 7PP (“**IFoA**”)

AND: ISRAEL ASSOCIATION OF ACTUARIES a professional body incorporated as a registered trust whose trust number is 580209971 of Tel Aviv, Israel (“**ILAA**”).

1. BACKGROUND

- 1.1. The IFoA is the sole professional actuarial membership body based in the UK, although its members practise both within the UK and overseas. The IFoA has several categories of membership, but the relevant categories for the purposes of this agreement are Fellow and Associate. The IFoA confers the designations ‘FIA’ and ‘FFA’ on its Fellows; these are designations required by statute in some situations to perform actuarial work. The IFoA also confers the designations ‘AIA’ and ‘AFA’ on its Associates. The IFoA requires individuals to successfully complete its education and examination requirements, in addition to a period of specific personal professional development and professionalism requirements, as part of the eligibility requirements for becoming a Fellow or an Associate.
- 1.2. The ILAA is the sole professional actuarial membership body based in Israel although its members practise both within Israel and elsewhere. The ILAA has several categories of membership, but the relevant categories for the purposes of this agreement are Fellow and Associate. The ILAA confers the designations FILAA on its Fellows and AILAA on its Associates. The ILAA requires individuals successfully to complete eligibility requirements, approved by the ILAA Board, which include education and examinations, prior to it granting Fellow and Associate designations, in addition to a period of work-based skills and continuing professional development requirements as part of the eligibility requirements for becoming a Fellow or an Associate.
- 1.3. The parties are entering into this agreement with the joint intention of:
 - 1.3.1. facilitating global trade in actuarial services by providing criteria for the recognition of appropriately qualified actuaries from other organisations;
 - 1.3.2. recognising equivalent qualifications to avoid unnecessary barriers and to enhance the global provision of education, research and professional services; and
 - 1.3.3. administering applications for recognition in an equivalent manner, consistent with the requirements set out in this agreement.

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. Each party confirms that they:
 - 2.2.1. do not operate any rule, policy or practice (whether in writing or otherwise) which prohibits, restricts and/or disadvantages any individual or group of individuals on grounds of age, disability, sex, sexual orientation, religion or belief, race, pregnancy and

maternity, marriage or civil partnership and/or gender reassignment from applying and successfully achieving recognition as described in this agreement;

2.2.2. do not discriminate directly against any individual because of disability, sex, sexual orientation, religion or belief, race, pregnancy and maternity, marriage or civil partnership and/or gender reassignment ; and

2.2.3. shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption.

2.3. For the avoidance of doubt, this agreement is not intended to confer any rights on individual members of either the IFoA or the ILAA and instead sets out the rights and obligations existing between the IFoA and the ILAA as professional bodies in order to fulfil the terms of this agreement.

3. THE BASIS ON WHICH THE IFOA WILL ADMIT MEMBERS OF THE ILAA

3.1. The IFoA will, on application, admit to Fellowship a Fellow of the ILAA and to Associateship an Associate of the ILAA on the following conditions:

The applicant must:

3.1.1. have respectively attained Fellowship or Associateship of the ILAA by completing the qualification requirements of the ILAA, which may include co-sponsored education and examinations of other actuarial organisations (including where relevant, obtaining one or more of the ILAA's examination exemptions that are available from time to time), and not solely in recognition of membership of another actuarial association;

3.1.2. be entitled to practise as a member of the ILAA;

3.1.3. in the event that there is no work experience requirement built into Fellowship of the ILAA, have completed, as at the date of application, three years post-qualification practical work-based experience of actuarial practice;

3.1.4. in the event that there is no work experience requirement built into Associateship of the ILAA, have completed, as at the date of application, two years post-qualification practical work-based experience of actuarial practice;

3.1.5. have undertaken a professionalism course; and

3.1.6. at the same time as applying, authorise in writing the ILAA to release relevant records to the IFoA concerning any adverse disciplinary determination, finding, sanction and/or penalty, to which the applicant has been subject, in accordance with the ILAA's disciplinary process. Such records may be taken into consideration by the IFoA in considering the application, and may be retained by the IFoA thereafter for as long as is reasonably necessary.

3.2. Those admitted to Fellowship and Associateship under this agreement will have the same rights, duties and obligations, as may from time to time be applicable to other Fellows and Associates of the IFoA, and will be subject to the same requirements as other Fellows and/or Associates.

3.3. The IFoA will be responsible for considering and administering applications received under this clause of this agreement.

4. THE BASIS ON WHICH THE ILAA WILL ADMIT MEMBERS OF THE IFOA

- 4.1. The ILAA will, on application, admit to Fellowship a Fellow of the IFoA and to Associateship an Associate of the IFoA on the following conditions:

The applicant must:

- 4.1.1. have respectively attained Fellowship or Associateship of the IFoA by examination of the IFoA (or where relevant is eligible for one or more of the IFoA's exemptions that are available from time to time) and not solely in recognition of membership of another actuarial association. For the purposes of this clause 4.1.1, references to the IFoA includes its predecessor entities;
 - 4.1.2. be entitled to practise as a member of the IFoA;
 - 4.1.3. in the event that there is no work experience requirement built into Fellowship of the IFoA, have completed, as at the date of application, three years post-qualification practical work-based experience of actuarial practice;
 - 4.1.4. in the event that there is no work experience requirement built into Associateship of the IFoA, have completed, as at the date of application, two years post-qualification practical work-based experience of actuarial practice;
 - 4.1.5. have undertaken a professionalism course; and
 - 4.1.6. at the same time as applying, authorise in writing the IFoA to release relevant records to the ILAA concerning any adverse disciplinary determination, finding, sanction and/or penalty to which the applicant has been subject, in accordance with the IFoA's disciplinary scheme. Such records may be taken into consideration by the ILAA in considering the application, and may be retained thereafter by the ILAA for as long as is reasonably necessary. The ILAA may also take appropriate account of any such relevant determinations, findings, sanctions and/or penalties issued or imposed by the Financial Reporting Council under The Actuarial Scheme.¹
- 4.2. Those admitted to Fellowship and Associateship under this agreement will have the same rights, duties and obligations, as may from time to time be applicable to other Fellows and Associates of the ILAA, and will be subject to the same requirements as other Fellows and/or Associates.
- 4.3. The ILAA will be responsible for considering and administering applications received under this clause of this agreement.

5. DATA PROTECTION

- 5.1. For the purpose of this clause 5, the definitions shall have the following meanings:

"Data Controller" and **"Data Processor"** have the meanings given to those terms in Data Protection Law;

"Data Sharing Purpose" means the (i) sharing of relevant information relating to members of the IFoA and ILAA in relation to (a) qualification history and membership status; (b) investigatory or disciplinary action and (c) IFoA and ILAA members' compliance with Continuing Professional

¹ See: <http://www.frc.org.uk/Our-Work/Conduct/Professional-discipline.aspx>

Development (“CPD”) requirements; and (ii) enabling the IFoA and ILAA to both maintain their database of individuals applying for and achieving recognition.

“**Data Protection Law**” means all applicable data protection and privacy legislation applicable to this Agreement, including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

“**Data**” means any information shared for the Data Sharing Purposes that contains Personal Data;

“**Data Subject**” means any identifiable individual to whom any Data relates;

“**Data Subject Request**” means a written request of either party as Data Controller by or on behalf of a Data Subject to exercise any rights conferred by Data Protection Law in relation to the data or the activities of the parties contemplated by this Agreement;

“**Personal Data**” and “**Processing**” each have the meanings given to them in Data Protection Law and “**Process**” and any other tense or part of that verb will be interpreted accordingly; and

“**UK GDPR**” means has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

- 5.2. The parties agree that the relationship between them is such that any Processing of the Data shall be on a Data Controller to Data Controller basis. The parties agree that:
- 5.2.1. each party is responsible for complying with the obligations incumbent on it as a Data Controller under Data Protection Law (including responding to any Data Subject Request); and
 - 5.2.2. each party shall provide the other party with such reasonable cooperation and assistance that may be required in relation to any Data Subject Request and the other party’s compliance with its obligations under Data Protection Law.
- 5.3. Each party warrants in relation to any Data transferred by that party to the other party, that it is lawfully entitled to transfer such Data to the other party in order for the other party to use the Data for the Data Sharing Purposes. The parties agree that the legal basis upon which the Data is shared is that:
- 5.3.1. the Processing is necessary for the performance of a task carried out in the public interest; and/or
 - 5.3.2. the Processing is necessary for the purposes of legitimate interests pursued by the Data Controller or by a third party,

and, in the case of the processing of any special categories of Personal Data, that the Processing is in the substantial public interest and is necessary for the discharge of a function designed for protecting members of the public against dishonesty, malpractice or other seriously improper conduct by, or the unfitness or incompetence of, any person, which must necessarily be carried out without the explicit consent of the Data Subject being sought so as not to prejudice the discharge of that function.

- 5.4. Without prejudice to clauses 5.2 and 5.3, each party confirms and agrees with the other that it has given to Data Subjects (or shall give to Data Subjects before its Processing of the Data under this Agreement commences) an appropriate privacy notice containing all information required under Data Protection Law to enable fair and lawful
- 5.4.1. sharing of Data by it under clause 5.2; and
 - 5.4.2. processing of Data by the other party for the Data Sharing Purposes in accordance with this Agreement.
- 5.5. Each party will, promptly upon the other party's request, provide such information as may be reasonably requested to demonstrate that party's compliance with its obligations in clause 5.4.
- 5.6. Each party will promptly upon becoming aware inform the other party in writing of any actual or suspected unauthorised or unlawful Processing of any of the Data or any other loss or destruction of or damage to any of the Data.
- 5.7. Each party indemnifies the other party against any losses, costs, damages, awards of compensation, any monetary penalty or administrative fines for breach of Data Protection Law and/or expenses (including legal fees and expenses) suffered, incurred by the other party, or awarded, levied or imposed against the other party, as a result of any breach by that party of its obligations under this clause 5.
- 5.8. In the event that Data Protection Law changes in a way that this clause 5 is no longer adequate for the purposes of governing lawful data sharing and/or if Israel is no longer a territory which is subject to adequacy regulations under Data Protection Law, the IFoA and ILAA agree that they will suspend the transfer of Data and negotiate in good faith to review this clause 5 in light of any change to the requirements and/or adequacy regulations under Data Protection Law

6. CO-OPERATION BETWEEN THE PARTIES

- 6.1. The Parties agree, in order to ensure equivalence of application of this agreement, that they will always adhere to clause 6.2.
- 6.2. In order to ensure equivalence of applications of this agreement:
- 6.2.1. the IFoA warrants that it shall:
 - 6.2.1.1. apply the requirements set out in clause 3 consistently in respect of all applications received; and
 - 6.2.1.2. not depart from, alter, enhance, modify, remove or introduce any new or additional requirement(s) to those set out in clause 3.
 - 6.2.2. ILAA warrants that it shall:
 - 6.2.2.1. apply the requirements set out in clause 4 consistently in respect of all applications received; and
 - 6.2.2.2. not depart from, alter, enhance, modify, remove or introduce any new or additional requirement(s) to those set out in clause 4.
- 6.3. 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, all in accordance with clause 5.

- 6.4. 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.
- 6.5. 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.
- 6.6. Subject to clause 6.7:
- 6.6.1. The parties will co-operate on all disciplinary matters conducted by either party against a member of the other party. This shall include the disclosure of any complaint, referral, investigation, hearing and/or procedure conducted under a party's disciplinary scheme for the purposes of assisting the other party to properly undertake and discharge its regulatory function.
- 6.6.2. Where there is any complaint laid, referral made, or information provided of a disciplinary nature ("Allegation") against a member of both the IFoA and the ILAA 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.
- 6.6.3. 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, having particular regard to legal and/or regulatory requirements;
 - where the work or conduct which is the subject of the Allegation ("Work or Conduct") 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 UK or Israel;
 - whether the Work is intended to be used in the UK or Israel;
 - whether the recipient of the Work is based in the UK or Israel; and/or
 - where the Allegation relates to non-compliance with the IFoA's CPD requirements, it is agreed that the IFoA will handle the Allegation and advise ILAA of the outcome of the disciplinary process as soon as reasonably practicable.
- 6.6.4. 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.
- 6.6.5. 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 and co-operate fully with the other party. Such co-operation could include providing local assistance with the investigation as required.
- 6.6.6. The party handling the Allegation will keep the other party updated at key stages (agreed between the parties) of the investigation and disciplinary process.

- 6.6.7. 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.
- 6.7. 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.

7. TERM OF AGREEMENT, REVIEW AND TERMINATION

- 7.1. This agreement shall be deemed to have commenced with effect from and including 1 August 2021 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 inform 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 continuing professional development 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 inform the other party's Educational Contact Point if there are likely to be future 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 shall have an annual review meeting, whether in person, or by teleconference, to discuss any planned future 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 (which for the avoidance of doubt shall include a breach of clause 6.2 above) 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 from time to time be notified in writing by either party to the other.
- 7.8. Each party will from time to time 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.
- 7.10. This agreement and any instrument agreed pursuant to it may be executed in counterparts, all of which shall constitute one agreement between the parties.

SIGNED AT,

United Kingdom

THIS 31 DAY OF August, 2021

**INSTITUTE AND FACULTY OF
ACTUARIES**



Louise Pryor, President



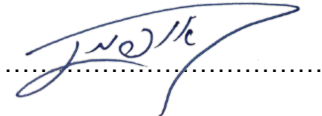
Stephen Mann, CEO

SIGNED AT ,

Israel

THIS 20 DAY OF July, 2021

ISRAEL ASSOCIATION OF ACTUARIES



President