

MUTUAL RECOGNITION AGREEMENT

BETWEEN: **THE INSTITUTE OF ACTUARIES OF AUSTRALIA** is a company limited by guarantee which holds a licence under the Australian Corporations Law, and having its head office and principal place of business in Sydney Australia.

(hereinafter called the “**Australian Institute**”)

AND: **THE SOCIETY OF ACTUARIES IN IRELAND** is a professional body incorporated as a company limited by guarantee in 1988, having its Head Office and principal place of business in Dublin, Ireland

(hereinafter called the “**SAI**”)

THE PARTIES HEREBY AGREE AS FOLLOWS:

WHEREAS the Australian Institute is the professional membership organisation for all actuaries practising in Australia and confers the designation “FIAA” on its Fellows, which is a designation required by statute in some situations to perform actuarial work;

WHEREAS the Australian Institute currently has four categories of membership, namely “Fellows”, “Accredited Members”, “Associates” and “Affiliates”;

WHEREAS the Australian Institute traditionally requires individuals to successfully complete the examination set by the Australian Institute, as part of the eligibility requirements for becoming a Fellow of the Australian Institute;

WHEREAS the SAI is the professional membership organisation for all actuaries practising in the Republic of Ireland and confers the designation “FSAI” on its Fellows, which is a designation required by statute in some situations to perform actuarial work;

WHEREAS the SAI currently has five categories of membership, namely “Fellows”, “Associates”, “Students”, “Honorary Fellows” and “Affiliates”;

WHEREAS the SAI traditionally requires individuals to successfully complete the examination requirements of the Faculty and Institute of Actuaries in the UK, as part of the eligibility requirements for becoming a Fellow of the SAI;

WHEREAS the parties wish to facilitate global trade in actuarial services by providing criteria for the recognition of appropriately qualified actuaries from other organisations;

WHEREAS the parties wish to recognise similar educational attainment, to avoid unnecessary barriers, and to enhance the global provision of education, research and professional services;

WHEREAS each party considers the current education and examination system of the other party acceptable based on their rigour and high standards.

THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

A. THE AUSTRALIAN INSTITUTE OFFER TO FELLOWS OF THE SAI

1. The Australian Institute will, on application, admit to Accredited Member status of the Australian Institute, a Fellow of the SAI, who wishes to pursue actively the profession of actuary in Australia, on the following conditions.

1.1 Subject to section 1.2 below, the applicant who has qualified as a Fellow of the UK Institute or Faculty through examination, will be automatically recommended to Council of the Australian Institute for approval once they have met the following conditions:

- a) has been a resident in Australia for at least 6 months and has gained suitable experience in local actuarial practice;
- b) he or she has passed a recognised professionalism course within the previous 5 years, or earlier at the discretion of the Council, or any other course approved by the Council of the Australian Institute.

1.2 In making the application, the applicant authorises the SAI to release records to the Australian Institute concerning any disciplinary sanction or penalty that has been imposed on the applicant in accordance with the disciplinary scheme of the SAI. Such records will be taken into consideration by the Australian Institute in determining whether the applicant should become a Member of the Australian Institute.

2. Fellows of the SAI who become Accredited Members of the Australian Institute, may apply for Fellowship of the Australian Institute after 6 months of continuous residence and actuarial practice in Australia following becoming an Accredited Member. Those admitted to Fellowship status under this Agreement will have the same rights, duties and obligations as other Fellows of the Australian Institute.

3. Those admitted to Accredited Member status under this Agreement will have the same rights, duties and obligations as other Fellows of the Australian Institute, except where legislation or the Australian Institute's own rules dictate otherwise.
4. The applicant must send his or her application to the Australian Institute which will administer the process provided for in this Agreement.

B. THE SAI OFFER TO MEMBERS OF THE AUSTRALIAN INSTITUTE

1. The SAI will on application admit to Fellowship a Fellow of the Australian Institute in good standing on the following conditions;

The applicant must

- 1.1 have attained full membership of the Australian Institute by examination and not in recognition of membership of another actuarial association;
 - 1.2 attest that he or she wishes to pursue actively the profession of actuary in the Republic of Ireland or to advise on Irish business;
 - 1.3 have at least three years' recent appropriate practical experience of which at least one year was in the Republic of Ireland;
 - 1.4 successfully complete the courses and professional development requirements prescribed by the SAI from time to time;
 - 1.5 in making the application, authorise the Australian Institute to release records to the SAI concerning any disciplinary sanction or penalty that has been imposed on the applicant in accordance with the Disciplinary Scheme of the Australian Institute. Such records will be taken into consideration by the SAI in determining whether the applicant should become a Member of the SAI.
2. Fellows of the Australian Institute who satisfy conditions 1.1, 1.2 and 1.5 above and who wish to apply for Fellowship of the SAI in due course must apply to be enrolled as an Associate of the SAI while completing the requirements described under 1.3 and 1.4 above.
 3. Those admitted to Fellowship under this Agreement will have the same rights, duties and obligations as other Fellows of the SAI. They will be subject to the Professional Conduct Standards, standards of practice and the disciplinary procedures. In particular, Fellows must not offer to undertake duties for which they do not have the relevant knowledge and experience, for example of Irish legislative requirements or commercial practice.

4. Payment of subscriptions to the Australian Institute must be maintained at whatever rate the Australian Institute deems appropriate.
5. The applicant must send his or her application to the SAI, which will administer the process provided for in this Agreement.

C. OBLIGATIONS OF THE AUSTRALIAN INSTITUTE AND THE SAI

1. The Australian Institute and the SAI will continue to maintain education standards that are substantially equivalent. The signing of this Mutual Recognition Agreement is in recognition that these actuarial organisations currently have substantially equivalent education standards. Mutual re-attestation of such substantial equivalence will take place when significant changes are made in the education or examination systems of the Australian Institute or the SAI.
2. The Australian Institute and the SAI will enter into a mutual discipline agreement as soon as is reasonably practicable after signing this Agreement. A violation of the Code of Conduct of one actuarial organisation will be considered a violation of the Code of Conduct of the other actuarial organisation. Publicity concerning the discipline of a member (that is, a member who has become a Fellow of another organisation under this Agreement) by either the Australian Institute or the SAI will be forwarded to the other actuarial organisation.
3. This Mutual Recognition Agreement will terminate if any of the actuarial organisations signing this Agreement concludes that the obligations in 1. or 2. of this section are no longer being met. Termination of this Mutual Recognition Agreement will not affect rights already granted to individual members under this Agreement.

D. CONTINUING PROFESSIONAL DEVELOPMENT

Where a Fellow has been admitted under this Agreement as a Fellow of another actuarial organisation, if the primary place of residence of that Fellow for a particular year is Australia, he or she must meet the Continuing Professional Development (CPD) requirements of the Australian Institute, and this will be taken as meeting the CPD requirements for that year of the SAI.

Where the primary place of residence of such a Fellow for a particular year is the Republic of Ireland, he or she must meet the CPD requirements of the SAI, and this will be taken as meeting the CPD requirements for that year of the Australian Institute.

Where the primary place of residence of such a Fellow for a particular year is not Republic of Ireland or Australia, he or she must inform both actuarial organisations as to whether he or she will meet the CPD requirements of the Australian Institute or the SAI

for a particular year, and this will be taken as meeting the CPD requirements of the other actuarial organisation.

E. TERM OF THIS AGREEMENT

This Agreement concludes five (5) years after the date upon which it has been signed by the President of the Australian Institute and the President of the SAI.

SIGNED AT _____, THIS _____ DAY OF _____, 2006

INSTITUTE OF ACTUARIES OF AUSTRALIA

Per: M A Stevenson, BSc, FIA, FIAA
President

SIGNED AT _____, THIS _____ DAY OF _____, 2006

SOCIETY OF ACTUARIES IN IRELAND

Per: C Fagan, MSc(Mgt), FSAI, FIA, ASA
President

Signed: November 2006