

Memorandum of Understanding

Between

**Cayman Islands Monetary Authority
(CIMA)**

And the

The National Pensions Office (NPO)

On

Exchange of Information

October 2009

Memorandum of Understanding
Between
Cayman Islands Monetary Authority (CIMA)
And the
The National Pensions Office (NPO)

Whereas

CIMA and the NPO (collectively referred to as the Authorities) recognize the need for mutual cooperation and information exchange in the carrying out of their respective functions and duties under the relevant laws and regulations.

And Whereas

The functions of the CIMA are *inter alia* to regulate and supervise the relevant financial services business carried on from or within the Islands in accordance with the Monetary Authority Law (2008 Revision) and the regulatory laws as well as to monitor the compliance of the financial industry with the Money Laundering Regulations.

And Whereas

The functions of the NPO are *inter alia* to promote the establishment, extension and improvement of pension plans and to monitor the conduct of “approved providers” in order to ensure the effective and efficient administration and conformity to the National Pensions Law (2000) and its Regulations.

“Approved providers” means insurance companies or other companies licensed to undertake pension plans

In furtherance of these functions and to this end the Authorities have reached the following understanding:

1. SCOPE AND USE OF THE INFORMATION EXCHANGE ARRANGEMENTS

- 1.1. To the extent permitted by existing law governing the Authorities, the Authorities may exchange information that it has access to or that may come into its possession that is relevant to the function and duties performed by each Authority.
- 1.2. Without prejudice to the generality of the foregoing the scope of the Memorandum includes the following:
 - (a) Ensuring that “approved providers” meet required standards for licensing through the exchange of information as permitted by the relevant laws and regulations;
 - (b) Ensuring that the regulated insurance companies and other companies who are licensed and undertake pension plans are properly monitored and regulated pursuant to the relevant laws and regulations;
 - (c) Any other matters agreed upon between the Authorities from time to time that are permitted by the relevant laws governing the Authorities.

2. CONSULTATION

The Authorities will have regular consultations with each other to improve the operation of the Memorandum of Understanding and resolve any matters that may arise.

3. CONFIDENTIALITY

- 3.1. All information exchanged by the Authorities shall be treated in a confidential manner and will be subjected to strict controls and safeguards to ensure that the information is used only in a manner authorized by this Memorandum of Understanding and the relevant laws.
- 3.2. Exchanged information will be protected by the same confidentiality as provided for by the Monetary Authority Law (2008 Revision).
- 3.3. The Authorities may not disclose to any third party any information exchange between them without the consent of the Authority that provided the information, except where required or compelled by law to do so or, on the Order of the Grand Court.
- 3.4. Where an Authority is required or compelled by law to disclose information provided by the other Authority, or an application has been made to the Grand Court to disclose information, it will, to the extent permissible by law and as to the circumstances, notify the Authority that provided the information and give that Authority a reasonable opportunity to make any objections that it may be entitled by law to make, before the information is disclosed to a third party. Where it is not permitted or practical to advise the other Authority prior to disclosing information as indicated in this paragraph the Authority making the disclosure will advise the other Authority as soon as reasonable practical or permitted of the disclosure.

4. LIMITATION

Nothing in this Memorandum compels either of the Authorities to provide information to each other beyond what is already required by relevant laws. If an Authority decides not to provide information following a request, the Authority receiving the request will advise the requesting Authority of its decision and as permitted by law, indicate the reason for not providing the information.

5. ENFORCEMENT POWERS

For the purposes of effective supervision both Authorities will work together in taking any enforcement action authorised by law against a licensee or approved provider.

6. FORM OF CORRESPONDENCE

- 6.1. Except where it is impractical to do so, all requests for information from one Authority to the other and all responses and information provided shall be in writing.

- 6.2. All requests and responses between the Authorities shall be between the Superintendent of Pensions and the Head of Insurance of CIMA.
- 6.3. Where the Authorities agree to nominate contact persons other than those in subparagraph 6.2 the Superintendent of Pensions and the Head of Insurance of CIMA may designate in writing any persons who will serve as the contact persons between the Authorities.
- 6.4. Nothing in subparagraph 6.3 would prevent communication between staff of the NPB and staff of CIMA, following a request from either Authority through the appropriate channels in order to expedite the carrying out of a request by an Authority.

7. AMENDMENT

The Authorities may amend the Memorandum at any time by mutual agreement.

8. TERMINATION

- 8.1. This Memorandum may be terminated at any time by mutual agreement.
- 8.2. Where a party is desirous of terminating the Memorandum, it should notify the other Authority of its intention and a termination will take place 30 days after such notification. Any information already provided by the Authority shall be kept confidential after the termination of the Memorandum and subject to the same conditions in paragraph 3 that would be applicable if the Memorandum were in effect.
- 8.3. Notwithstanding anything said above where one Authority discloses or uses information provided by the other Authority in a manner contrary to the provision of this Memorandum and without the consent of the other Authority the Authority may immediately terminate the Memorandum.

9. EFFECTIVE DATE

This Memorandum of Understanding will be effective from the date of its signing by the Authorities.

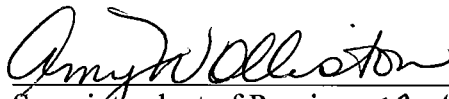
Signed this 15th day of October 2009

For and behalf of the Cayman Islands
Monetary Authority



Managing Director, CIMA

For and on behalf of the National Pensions
Office



Superintendent of Pensions (Acting)