



Memorandum of Understanding



between the

*Egyptian Insurance Supervisory
Authority - EISA*

& the

*National Association of Insurance
Commissioners*

MEMORANDUM OF UNDERSTANDING

Between:

- 1) The **Egyptian Insurance Supervisory Authority (EISA)**, represented by its Chairman, Dr. Adel Mounir.
- 2) **National Association of Insurance Commissioners (NAIC)**, represented by its President, Mr. Walter Bell.

PREAMBLE

Recognizing the increasing international activity in insurance markets and the corresponding need for mutual cooperation between the supervisory authorities as a means for improving their effectiveness in administering and enforcing the insurance laws of their respective jurisdictions, the EISA and the NAIC have reached the following understanding, by the clauses and conditions set out below and according to the limits set by the law in the Arab Republic of Egypt and the United States of America.

CLAUSE 1 – DEFINITIONS

For the purposes of this Memorandum of Understanding, the following terms shall be defined as follows:

Parties or Authorities:

For Egypt, the Egyptian Insurance Supervisory Authority (EISA); and
The National Association of Insurance Commissioners (NAIC), a non profit Delaware corporation, acting on behalf of its members, who are the chief insurance regulatory officers in each of the fifty States, the District of Columbia and the U.S. territories.

Requested Authority: the Authority to whom a request under this Memorandum is addressed.

Requesting Authority: the Authority making a request under this Memorandum

Laws, regulations and requirements: the provisions of the laws, or the regulations and requirements enacted in Egypt and the fifty States, the District of Columbia and the U.S. territories, for the purpose of regulating the business of insurance.



CLAUSE 2 – OBJECTIVES

- 2.1 This Memorandum of Understanding sets forth the basis upon which the EISA and the NAIC, acting on behalf of its members, propose to help insurance supervisors in Egypt and the United States, by providing a framework for co-operation, increased mutual understanding, the exchange of information and technical assistance, and facilitating the performance of their insurance regulatory functions for the purpose of maintaining efficient, fair, safe and stable insurance markets for the benefit and protection of policyholders, to the extent permitted by the respective laws, regulations and requirements of Egypt and the fifty States, the District of Columbia and the U.S. territories.
- 2.2 The Parties agree to appoint their respective liaison officers, listed in Annex 1, for the purpose of improving relations between insurance regulators in Egypt and the United States of America; to exchange information and to educate members of the EISA and the NAIC on insurance regulatory practices in their respective countries; to foster open communication among regulators; and to encourage cooperation among regulators on matters of common interest.

CLAUSE 3 – SCOPE

- 3.1 The Parties agree to:
 - a. use their best efforts to provide the fullest mutual assistance, subject to applicable laws and overall policy, in the areas of administration and enforcement of the laws, regulations and requirements relating to the business of insurance; and
 - b. Engage in consultations, as appropriate, on mutually agreeable approaches, designed to enhance the integrity and efficiency of their respective insurance markets and the exercise of insurance market supervisory functions.
- 3.2 All communications between the Parties should be made through their respective liaison officers, unless otherwise agreed.
- 3.3 The Parties' liaison officers should meet once a year at previously and mutually agreeable locations, but more meetings may be arranged by mutual agreement, if necessary.
- 3.4 The liaison officers should establish an annual work program to focus on specific regulatory issues of mutual interest.
- 3.5 The Parties will provide language interpreters on an alternating basis, necessary.
- 3.6 The Parties will provide mutual assistance periodically through:
 - a. training held in the host country;
 - b. participation in internships with specific educational focus;

- c. educational seminars held in the host country; and
 - d. Provision of training manuals/material.
- 3.7 Information exchange, training, technical assistance programs and other related activities, should be conducted consistent with the work program and based on the availability of expert participants from the EISA, the NAIC, and NAIC members.
- 3.8 Additional work on issues of common interest that are identified by the liaison officers will be conducted throughout the year as necessary.
- 3.9 The Parties recognize the need and the desirability of providing mutual assistance and exchanging information to assist each other in better understanding and otherwise coordinating compliance with applicable laws, regulations and requirements. However, assistance may be denied on the grounds of public interest.

CLAUSE 4 – INDIVIDUAL REQUESTS FOR ASSISTANCE

- 4.1 Any individual request for assistance made under this Memorandum outside of the annual work program will, wherever possible, be in writing, but in cases of urgency, it may be oral and confirmed in writing within 10 (ten) days.
- 4.2 Any request for assistance made under this Memorandum shall be addressed to the Requested Authority's liaison officer.
- 4.3 In deciding whether to accept or decline a request the Requested Authority will, in particular, take account of:
- a. matters specified by the laws and regulations in the country or jurisdiction of the Requested Authority and its members;
 - b. whether the request involves an assertion of regulatory jurisdiction not recognized by the country of the Requested Authority or a member thereof;
 - c. whether it would be contrary to the public interest of the Requested Authority, or a member thereof, to give the assistance sought; and
 - d. The resources available to the Requested Authority to deal with the request.

CLAUSE 5 – CONSULTATIONS AND AMENDMENTS

- 5.1 The Parties will keep the operation of this Memorandum under continuous review and consult with a view to improving its operation and resolving any matters.
- 5.2 Where the specific conduct set out in the request for assistance may constitute a breach of law, regulations or requirements in either the territory of the Requesting Authority or the Requested Authority and/or its members, the relevant Authorities will consult in order to determine the most appropriate means for each Authority to provide assistance, considering that no provision herein shall be interpreted as

superseding, amending, revoking or otherwise changing any law relating to the EISA or in the fifty States, the District of Columbia or the U.S. territories.

- 5.3 Any of the conditions of this Memorandum may be amended or waived by mutual agreement.

CLAUSE 6 – ENTRY INTO EFFECT

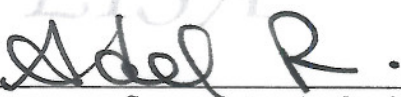
- 6.1 This Memorandum will be effective from the date of signature by the EISA and the NAIC.

CLAUSE 7 – TERMINATION

- 7.1 This Memorandum will continue to be effective unless terminated by one of the Parties. The intent to terminate should be communicated by and through the appointed liaison officer giving 30 (thirty) days advance written notice to the other party that the understandings herein are no longer effective.

CLAUSE 8 – ADDITIONAL PROVISIONS

- 8.1 Each party, when applicable and considered an indispensable condition to the applicability of this Memorandum, shall arrange to publish a summary in the official gazette of relevant jurisdiction, according to its own regulations and established deadlines.
- 8.2 This Memorandum of Understanding is hereby entered into as evidenced by the signatures of the following representatives of EISA and the NAIC on the 4 (four) copies with the same content, 2 (two) written in Arabic and 2 (two) written in English.

EISA


Egyptian Insurance Supervisory Authority

Chairman
(Dr. Adel Mounir)

16 Oct. 2007
Date

NAIC


National Association of Insurance
Commissioners

President
(Walter Bell)

16 Oct 2007
Date



ANNEX 1

For more information please contact Liaison Officer's Office:

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