



**Memorandum of Understanding**

**on**

**Cooperation and Information Exchange**

**between**

**The Undersecretariat of Treasury of Turkey**

**and**

**Securities and Exchange Commission of Pakistan**

## Memorandum of Understanding

### Section 1 - Introduction

1. The Undersecretariat of Treasury of Turkey (hereinafter: UT) and Securities and Exchange Commission of Pakistan (hereinafter: SECP), recognizing the increasing integration of financial markets and increased international activity in the field of insurance, and the corresponding need for cooperation between the relevant authorities, have reached the following understanding:

### Section 2 - Signatory Authorities

1. The UT has been regulating and supervising the insurance industry, since December 1987. The regulation and supervision of the insurance sector in Turkey is conducted through powers vested in Law on the Structure and Duties of the Treasury No.4059, Insurance Law No.5684 and Individual Pension Law No.4632.
2. The SECP has been regulating the insurance industry, since January 2001. The SECP regulates and monitors the insurance sector in Pakistan through powers vested in the Insurance Ordinance, 2000 (Ordinance No. XXXIX of 2000), Securities and Exchange Commission of Pakistan Act, 1997 (Act No. XLII of 1997) and the Companies Ordinance, 1984 (Ordinance No. XLVII of 1984).

### Section 3 - Definitions

For the purposes of this MoU:

1. "Authorities" means Undersecretariat of Treasury of Turkey (UT) and Securities and Exchange Commission of Pakistan (SECP).
2. "Authority" means Undersecretariat of Treasury of Turkey (UT) or Securities and Exchange Commission of Pakistan (SECP) as the case may be.
3. "Applicable Law" means any laws, regulation or requirement applicable in the jurisdictions of Authorities relevant to the supervision of their insurance sector.
4. "Confidential Information" means any information regarded as confidential by the domestic applicable law in the jurisdictions of Signatory Authorities.
5. "Insurance Company" means insurer, reinsurer and (re)insurance group or a part thereof.
6. "Regulated Entity" means any company or other person engaged in insurance activities subject to the supervision of a Signatory Authority or applying for a license to undertake such activities.
7. "Person" means a natural person, legal entity, partnership or unincorporated association.
8. "Jurisdiction" means the country, state or other territory, as the case may be, in which an Authority has legal authority, power and/or jurisdiction by law.

9. "Requested Authority" means the Authority to whom a request is made under this MoU.
10. "Requesting Authority" means the authority making a request under this MoU.

#### **Section 4 - Objective and Scope**

1. In line with the mutual objective of developing the insurance industry of both jurisdictions, the objective of this MoU is to establish a formal basis for cooperating, exchanging information and sharing their experience via mutual visits and education possibilities.

2. The Authorities encourage bilateral cooperation in the following fields;

- a) The Authorities will provide information and documents related to insurance sector and technical assistance in accordance with the general principles and confidentiality provisions.
- b) The Authorities will share their experience on insurance institutions, mechanisms and applications via mutual visits and education possibilities.
- c) The Authorities may conduct joint trainings on all subjects of mutual interest.
- d) The UT may conduct trainings on the topics that are mentioned in its "Experience Sharing Program", which is updated regularly and shared publicly on its official website.

#### **Section 5 - Procedures**

1. To facilitate an appropriate and timely response, any request made under this MoU shall be made in writing in the English language and addressed to the contact person of the Requested Authority. The requests must include:

- a) which regulatory function is concerned and the purpose for which the information is sought;
- b) details of the request comprising information on the person or entity concerned, such as a description of the facts underlying the request, specific questions to be asked and an indication of any sensitivity about the request;
- c) details of how the requested information will enable the Requesting Authority to perform a function or exercise a power conferred by law; d) any information in the possession of the Requesting Authority that might assist the Requested Authority in ensuring that the relevant information is provided;

e) a statement as to whether details provided by the Requesting Authority should be confirmed or verified and if so what kind of confirmation or verification is sought; and

f) a statement on whether, to whom and for what reasons, Confidential Information is likely to be passed on.

2. The Requested Authority will confirm the receipt of the request and to the extent permissible under the law, the Requested Authority will, subject to a request from the Requesting Authority, carry out all reasonable measures to facilitate the Requesting Authority's request.

3. The Requested Authority will assess each request on a case-by-case basis. In deciding whether and to what extent to fulfill a request, the Requested Authority may take into account:

a) Whether the request conforms with this MoU;

b) Whether compliance with the request would be so burdensome as to disrupt the proper performance of the Requested Authority's functions;

c) Whether it would be otherwise contrary to the essential interest of the Requested Authority's jurisdiction to provide the information requested;

d) Any other matters specified by the domestic Applicable Law of the Requested Authority's jurisdiction (in particular those relating to confidentiality and professional secrecy, data protection and privacy, and procedural fairness); and

e) Whether complying with the request may otherwise be prejudicial to the performance by the Requested Authority of its functions.

4. Where the Requested Authority cannot entirely fulfill the request it will cooperate with and assist the Requesting Authority to the extent possible.

#### **Section 6 – Confidentiality**

1. The assistance or information will be provided under this MoU by the Authorities for the purposes of assisting each other in the performance of their regulatory functions relevant to the scope of this MoU. To the extent permitted by law, each Authority will keep confidential;

a) Any request for information made under the MoU;

b) Any matter arising in the course of its operation;

c) Any information passed under this MoU.

2. Such assistance or information will not be disclosed by the recipient to third parties without the consent of the Authority providing the assistance or information.

## Section 7 - Other

### 1. Principles

- a) This MoU is a statement of intent to share experience and promote the insurance market of both jurisdictions, in a manner consistent with, and permitted by, the laws and requirements that govern the Authorities.
- b) The provisions of this MoU are not intended to create any legally binding obligations or to modify or supersede any jurisdictional law. Nor does this MoU create any directly or indirectly enforceable rights.
- c) This MoU does not affect any provisions under other multilateral or bilateral agreements.

### 2. Consultation

- a) The Authorities may consult and revise the terms of the MoU in the event of a substantial change in the laws, regulations, or practices affecting the operation of the MoU.
- b) To improve the cooperation under this MoU, the Authorities will conduct consultations and discussions on the implementation of the MoU when necessary.
- c) The Authorities may consult informally, at any time, about a request or proposed request or any information provided within the discretion of an Authority in accordance with paragraphs 4.1, and 4.2 of this MoU. Additional information may be requested where further clarification is sought.

### 3. Contact point(s)

- a) The Authorities shall exchange lists of authorized personnel with full contact details for carrying out the provision of this MoU. The list of authorized personnel shall be updated on regular basis or if the list is changed.

### 4. Termination

- a) This MoU shall be concluded for an unlimited period and may be denounced by any of the Authorities at any time by giving at least thirty days prior written notice to its counterpart. If either Authority gives such notice, this MoU will continue to have effect with respect to all requests that were made before the effective date of notification until the Requesting Authority terminates the matter for which assistance was requested. The provisions concerning confidentiality shall remain in force thereafter.
- b) In the event of termination of this MoU, information obtained under this MoU shall continue to be treated confidentially.

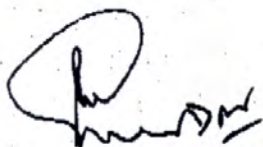
5. Entry into effect

a) This MoU shall enter into force on the day of the receipt of the last notification by which the Authorities notify each other of the completion of internal legal procedures that are necessary for its entry into force.

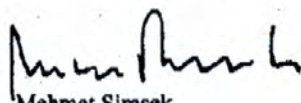
**SIGNED in 2 (two) copies in Ankara on September 17, 2013.**

For the Securities and Exchange  
Commission of Pakistan

For the Undersecretariat of Treasury,  
Republic of Turkey



Mohammad Ishaq Dar  
Minister for Finance,  
Revenue, Economic Affairs,  
Statistics and Privatization  
Islamic Republic of Pakistan



Mehmet Şimşek  
Minister of Finance  
Republic of Turkey