



Institute  
and Faculty  
of Actuaries



**PARTICIPATION AGREEMENT**

between

**INSTITUTE AND FACULTY OF ACTUARIES**

and

**[Insert organisation's name]**

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**QUALITY ASSURANCE SCHEME FOR ORGANISATIONS**

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**Institute and Faculty of Actuaries**

**7<sup>th</sup> Floor, Holborn Gate**

**326-330 High Holborn**

**London, WC1V 7PP**

**PARTICIPATION AGREEMENT**

The Institute and Faculty of Actuaries, a professional body incorporated by Royal Charter (company number RC000243), and having its principal office at 7th Floor, Holborn Gate, 326-330 High Holborn, London, WC1V 7PP (the “**IFoA**”), operates a Quality Assurance Scheme (the “**QAS**”) for Organisations (as defined below). The Organisation has been successful in its application to participate in QAS. The IFoA and the Organisation (the “**Parties**” or “**Party**”) have agreed to enter into an agreement to set out the nature of the Parties’ rights and obligations in terms of the Organisation’s participation in the QAS (the “**Agreement**”).

The “**Commencement Date**” .....

The “**Organisation**” .....

**AGREEMENT SIGNED:**

Signed for and on behalf of  
**[Organisation]** \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of  
**Institute and Faculty of Actuaries** \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

## **PARTICIPATION AGREEMENT**

### **1. INTERPRETATION**

1.1 The definitions and rules of interpretation in the APS QA1 shall apply to this Agreement where relevant and if amended, shall take precedence over the definitions in this Agreement. The definitions and rules of interpretation in this clause apply in this Agreement:

**“Accredited Status”**: an Organisation is accredited by the IFoA as meeting the requirements of APS QA1.

**“Actuarial Work”**: Work undertaken by a Member, or for which a Member is responsible, or in which a Member is involved, in their capacity as a person with actuarial skills on which the intended recipient of that work is entitled to rely. This may include carrying out calculations, modelling or the rendering of advice, recommendations, findings, or opinions.

**“APS QA1”**: the Actuarial Profession Standard APS QA1: Quality Assurance Scheme for Organisations issued by the IFoA.

**“Assessment Team”**: the IFoA or any entity appointed by the IFoA from time to time for the purpose of carrying out inspection, monitoring and reporting functions to ensure the Organisation’s compliance with the QAS.

**“Confidential Information”**: any commercial, technical and other information and data of whatever nature and in whatever form proprietary to the Disclosing Party which is directly or indirectly disclosed or made available by or on behalf of Disclosing Party to the Receiving Party whether in writing, in drawings, by site visits, by access to computer software or data or in any other way, including, without limitation, information, documentation, samples and/or products relating to the Purpose.

**“Confidential Material”**: all documents and/or material in any format whatsoever (and any copies) containing any part of the Confidential Information or any information, analyses, compilations, notes or other documents derived from or based on the Confidential Information.

**“Disclosing Party”**: the Party disclosing or making available the Confidential Information.

**“Discretionary Monitoring Visit”**: a monitoring visit by the IFoA and/or the Assessment Team which may be required by the IFoA’s QAS Sub Committee which would normally be undertaken at any time on giving reasonable notice to the Organisation, such notice not to be less than 4 weeks in duration.

**“Initial Accreditation Assessment Visit”**: the first monitoring visit which shall take place prior to accreditation.

**“Interim Monitoring Visit”**: the monitoring visit by the Assessment Team which will usually take place 3 years after accreditation is granted although the frequency will be determined by the QAS Sub Committee.

**“Member”**: a member, of any category, of the IFoA.

**“Monitoring Visit”** means the Initial Accreditation Assessment Visit, an Interim Monitoring Visit, a Discretionary Monitoring Visit or a Re-Accreditation Assessment Visit.

**“Organisation”**: an organisation, including: (a) a corporate body; (b) a limited liability partnership (c) a partnership (d) a sole practice or (e) a public body which consists of or employs one or more Members or any part of any of these organisations which has applied to participate in the QAS.

**“Policies and Procedures”**: the Organisation’s policies and procedures which are designed to comply with the provisions of APS QA1.

**“Purpose”**: the promotion of the application by Organisations of effective quality control, in order to assure high quality in relation to Actuarial Work.

**“QAS Mark”**: means the IFoA’s QAS certification mark and logo as set out in the Annex to this Agreement.

**“QAS Sub Committee”**: the sub-committee appointed by the IFoA’s Regulation Board to oversee the operation of the QAS.

**“QAS Handbook”**: the handbook issued by the IFoA’s Regulation Board for the use and benefit of Members, Organisations and others with an interest in understanding the QAS.

**“Quality Assurance Scheme” or “QAS”**: the IFoA’s scheme to promote the application by Organisations of effective quality controls, in order to assure high quality in relation to Actuarial Work.

**“Re-Accreditation Assessment Visit”** a visit which shall take place at the beginning of the seventh year of accreditation by an Organisation and every six year anniversary thereafter, in relation to the re-accreditation of an Organisation.

**“Receiving Party”**: the Party receiving the Confidential Information.

**“Senior Quality Assurance Representatives”**: representatives nominated by Organisations to sit on the Senior Quality Assurance Representatives Forum.

**“Senior Quality Assurance Representatives Forum”**: the forum set up and facilitated by the IFoA under the QAS for Senior Quality Assurance Representatives to attend and participate in with the purpose of discussing matters of mutual interest regarding the QAS with the IFoA and other accredited Organisations.

**“User”**: A legal entity, including a person or a body corporate, for whose use Actuarial Work is produced.

**“Working Day”**: means Monday to Friday excepting Public or Bank holidays in England and Wales.

- 1.2 Clause, schedule and annex headings do not affect the interpretation of this Agreement.
- 1.3 References to clauses, schedules and annexes are (unless otherwise provided) references to the clauses, schedules and annexes of this Agreement.
- 1.4 In the event and to the extent only of any conflict between the clauses, schedules and annexes, the clauses shall prevail.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 A reference to particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 Defined terms not defined in this Agreement will have the meanings given to them in the relevant parts of APS QA1.
- 1.8 References to **including** and **include(s)** shall be deemed to mean respectively including without limitation and include(s) without limitation.
- 1.9 References to **content** include any kind of text, information, images, or audio or video material which can be incorporated in a website for access by a visitor to that website.

## **2. PARTICIPATION**

- 2.1 The IFoA has primary responsibility for regulating its Members, in the public interest. It has published regulatory requirements including the Actuaries' Code, setting out required standards of ethics and professionalism with which Members are expected to comply.
- 2.2 The IFoA in its exercise of its regulatory functions as enshrined in the objects clause of its Royal Charter, and, more specifically as part of its regulatory strategy and in APS QA1, has set down requirements for Organisations participating in the QAS to assure the high quality of Actuarial Work through effective quality controls.
- 2.3 The Organisation employs Members and recognises their professional responsibilities, the public interest importance of high quality Actuarial Work and the QAS.
- 2.4 The Organisation has been successful in its application to participate in the QAS via its compliance with APS QA1 and its in-house Policies and Procedures. It also agrees to allow the IFoA and the Assessment Team to monitor, assess and sign-off on its continued participation in the QAS.
- 2.5 The IFoA has agreed to accredit the Organisation on the following terms.

## **3. IFoA'S COMMITMENTS**

- 3.1 The IFoA shall:
  - 3.1.1 set and maintain the requirements for accreditation including the maintenance of APS QA1;
  - 3.1.2 carry out its public interest responsibilities in accordance with the Good Regulation Principles and the principles set out in the QAS Handbook;
  - 3.1.3 as far as reasonably practicable, support the Organisation in its continued participation in the QAS;

- 3.1.4 award the Organisation the entitlement to use the QAS Mark to promote their Accredited Status in line with the requirements, regulations and the guidelines regarding use of the QAS Mark as issued by the IFoA and/or published on the IFoA's website from time to time;
- 3.1.5 permit the Organisation to participate in the Senior Quality Assurance Representatives Forum;
- 3.1.6 arrange an Assessment Team to visit the Organisation to conduct the assessment and monitoring function of the QAS; and
- 3.1.7 ensure that the Assessment Team provides a written report of their visit(s) to the Organisation following any Monitoring Visit as more fully set out at clause 6 below setting out findings, feedback and identifying compliance or lack of compliance of the Organisation with APS QA1 and making recommendations, including whether the Organisation should maintain its accreditation, and suggestions for any areas of improvement to the Organisation which will be shared with the Organisation for comment (with the Organisation being given the opportunity to provide further information of clarification in respect of the findings of the report) before being sent to the IFoA or the QAS Sub Committee for consideration.

#### **4. THE ORGANISATION'S RESPONSIBILITIES**

- 4.1 The Organisation shall:
  - 4.1.1 comply with the requirements set out in APS QA1 and have due regard to the QAS Handbook throughout the accreditation period; and
  - 4.1.2 participate and co-operate with the IFoA and/or its Assessment Team in relation to Monitoring Visits.
- 4.2 The Organisation shall provide to the IFoA:
  - 4.2.1 its completed annual return (including all the requirements for such return as set out in the QAS Handbook) and relevant annual fee within 28 days of the one year anniversary of the Organisation's accreditation or submission of the last completed annual return. In the event that there is a change (at the IFoA's discretion) in the level of the relevant annual fee band at the time of submission by the Organisation of the completed annual return, the new fee rate will apply to the fee payable by the Organisation. If there are any issues in relation to the classification of the new band (and fee payable) then a member of the QAS Sub Committee will discuss this with the Organisation's Senior Quality Assurance Representative, or one of the Senior Quality Assurance Representatives if there is more than one;
  - 4.2.2 any relevant information relating to the financial standing or solvency of the Organisation, which the Organisation reasonably considers to be something that should be brought to the attention of the IFoA;

- 4.2.3 any documentation reasonably requested by the IFoA regarding the Organisation's compliance with APS QA1 no later than 15 Working Days from the date of the request by the IFoA to the Organisation for such documentation:
  - 4.2.4 any relevant information relating to significant or material changes to the information submitted during the application and accreditation process for the QAS, to relevant personnel, to the Organisation's structure or to any Policies and Procedures to implement the QAS which may reasonably be considered to be relevant to their accreditation as soon as is reasonably practicable; and
  - 4.2.5 the name and contact details from time to time of its main QAS Contact, as a point of day-to-day contact.
- 4.3 The Organisation shall not:
- 4.3.1 use any trademark and/or certified mark, other than the QAS Mark, of the IFoA and/or of any entity which is part of the Assessment Team from time to time; and
  - 4.3.2 in the event that the Organisation is found, in the reasonable opinion of the IFoA, to be acting in contravention of clause 4.3.1 above, the Organisation shall indemnify the IFoA in respect of any costs arising from any proceedings and/or liability arising as a result of or in connection with such a breach by the Organisation.

## **5. ACCREDITED STATUS**

- 5.1 Accredited Status is granted at the sole discretion of the IFoA and is subject to monitoring and inspection as set out at clause 6.
- 5.2 Accredited Status may be withdrawn by the IFoA at any time in accordance with clause 9.
- 5.3 Until the Termination Date, Organisations are entitled to advertise their Accredited Status, and in line with the requirements, regulations and the guidelines regarding use of the QAS Mark as issued by the IFoA and/or published on the IFoA's website from time to time.

## **6. MONITORING AND INSPECTION**

- 6.1 Taking into account the purpose of the QAS, the IFoA and/or the Assessment Team shall undertake monitoring in accordance with the process more fully set out in clauses 6.2 and 6.3 of this Agreement in order to determine whether or not the Organisation continues to meet the requirements of accreditation set by the IFoA.
- 6.2 The IFoA and/or the Assessment Team and/or the QAS Sub Committee shall:
  - 6.2.1 monitor and inspect all Organisations having Accredited Status;
  - 6.2.2 when carrying out Monitoring Visits, comply with the Organisation's relevant health and safety obligations and information security policies; and

- 6.2.3 aim to report the results of the Monitoring Visit in writing to the Organisation within one calendar month following receipt by the IFoA of the finalised report of the Monitoring Visit.
- 6.3 The Organisation shall:
- 6.3.1 provide the IFoA with electronic copies (or provide access to hard copies on the Organisation's premises) of all relevant documentation that the IFoA and/or the Assessment Team and/or the QAS Sub Committee may reasonably require no later than 15 Working Days after the date of the request to the Organisation for such documentation; and/or
- 6.3.2 provide the IFoA and/or the Assessment Team with reasonable access to its premises for the purposes of Monitoring Visits; and
- 6.3.3 co-operate with the IFoA and/or the Assessment Team in relation to such visits.
- 6.4 If at any time the formation or set-up of the Organisation changes, the IFoA may amend the annual fee due to be paid by the Organisation with effect from the Organisation's next annual fee payment date.

## **7. DATA PROTECTION**

- 7.1 The IFoA and the Organisation each warrant that it shall abide by, observe and perform all covenants, requirements, conditions and stipulations of the Data Protection Act 1998 and any privacy laws that apply to the transfer and/or processing of personal data in connection with their participation in the QAS.

## **8. DURATION**

- 8.1 This Agreement and the Organisation's Accredited Status commences on the Commencement Date and unless otherwise terminated in accordance with the provisions of this Agreement or otherwise in accordance with law, shall be effective for a period of 6 calendar years (the "**Termination Date**"), after which period it shall automatically terminate.

## **9. FAILURE OF MONITORING VISITS AND TERMINATION**

- 9.1 The IFoA may terminate this Agreement if the Organisation commits a material breach of any of its obligations under this Agreement and does not remedy this material breach within 20 Working Days of being notified of such by the IFoA.
- 9.2 The IFoA is committed to allowing the Organisation a reasonable period of time to resolve any areas of non-compliance identified in any reports issued following Monitoring Visits.
- 9.3 The IFoA may arrange a Discretionary Monitoring Visit on giving at least four weeks' written notice to the Organisation.
- 9.4 If the QAS Sub Committee becomes aware of issues which calls into question an Organisation's ability to meet the requirements of APS QA1, it may:
- 9.4.1 require the Organisation's Senior Quality Assurance Representative to discuss the issues with the IFoA;



- 9.4.2 on giving at least four week's written notice to the Organisation, require a Discretionary Monitoring Visit to take place; and/or
- 9.4.3 require an explanation, response or further information from the Organisation.
- 9.5 If after taking reasonable steps to investigate in terms of 9.4 above and giving the Organisation a fair and reasonable opportunity to respond to any issues raised, the QAS Sub Committee determines that the Organisation is not meeting or has failed to meet the requirements of APS QA1, it may take any one or more of the following steps:
- 9.5.1 provide the Organisation with guidance and advice in relation to the requirements of APS QA1;
- 9.5.2 remove the Organisation's QAS accreditation with immediate effect; and/or
- 9.5.3 require the Organisation to complete certain actions within a specified timescale, failing which accreditation will be removed.
- 9.6 Where the QAS Sub Committee makes a determination under paragraph 9.5, written reasons will be provided and the Organisation will be able to appeal that decision. A copy of the Appeals process will be provided to Organisations where such a decision is taken. That process is also available on request.
- 9.7 The Organisation may, at any time, resign its QAS accreditation. No Organisation will receive a refund of any part of the fees paid by it in relation to the QAS and a termination payment may be payable by an Organisation, at the sole discretion of the IFoA. The termination payment is limited to the full amount that would remain to be paid by the Organisation if its accreditation continued until the Termination Date.
- 9.8 If this Agreement is terminated or expires the Organisation shall immediately:
- 9.8.1 refrain from referring to itself as holding QAS Accreditation;
- 9.8.2 refrain from using the QAS Mark in any form or medium; and
- 9.8.3 comply with the obligations set out in clause 14.3 of this Agreement.
- 9.9 Additionally, the IFoA shall by notice in writing withdraw/suspend this Agreement (and, for the avoidance of doubt, the Organisation's Accredited Status) with immediate effect if, in the reasonable opinion of the IFoA, the Organisation materially contravenes or permits the contravention of any of the provisions of this Agreement, or where the reputation of the IFoA may be threatened or affected.

## **10. OBLIGATIONS OF CONFIDENTIALITY**

- 10.1 The Parties acknowledge that Confidential Information will be exchanged during the monitoring, assessment, feedback, accreditation and re-accreditation process. Accordingly, the Receiving Party will, in respect of Confidential Information, received from the Disclosing Party:
- 10.1.1 hold all Confidential Information in strictest confidence;

- 10.1.2 not use any Confidential Information for any purpose other than the Purpose;
  - 10.1.3 not use any Confidential Information for the commercial benefit of its own business or undertaking, or for any third party's business or undertaking;
  - 10.1.4 not disclose Confidential Information to any party other than to the Receiving Party's officers, employees, contractors and/or professional advisors to the extent necessary for the Purpose provided that such parties are obligated to and will maintain such information in confidence, at least to the extent required under this Agreement;
  - 10.1.5 not make any copies of any written or other record of any Confidential Information or produce any Confidential Material, except only to the extent strictly required for the Purpose and provided that all such copies and Confidential Material are marked as "CONFIDENTIAL" and are deemed to be Confidential Information subject to this Agreement; and
  - 10.1.6 to the extent permitted by law, notify the Disclosing Party immediately on becoming aware of any actual, threatened or suspected disclosure or use of any Confidential Information received from Disclosing Party otherwise than in accordance with this Agreement.
- 10.2 The obligations and restrictions in this Clause 10 and Clause 11 below shall survive termination or expiry of the Agreement for a period of 7 years.

## **11. LIMITATIONS ON OBLIGATIONS OF CONFIDENTIALITY**

- 11.1 The obligations in Clause 10 do not apply to Confidential Information which:
- 11.1.1 is published or otherwise becomes part of the public domain through no fault on the part of the Receiving Party or on the part its officers, employees, contractors and/or professional advisers, but only after such Confidential Information has become part of the public domain;
  - 11.1.2 is received by the Receiving Party from a third party without restriction and who does not owe any duty of confidence to the Disclosing Party;
  - 11.1.3 which is released without restriction by the Disclosing Party to anyone;
  - 11.1.4 at the time of disclosure is in the public domain;
  - 11.1.5 was already in the Receiving Party's possession (without the restriction of confidentiality) prior to its acquisition from the Disclosing Party as evidenced by written records;
  - 11.1.6 was independently generated by the Receiving Party as evidenced by written records;
  - 11.1.7 is required to be disclosed by law or a court or other competent authority;

11.1.8 is required to be used or disclosed by the IFoA as part of its regulatory function;  
or

11.1.9 is disclosed with the prior written consent of the Disclosing Party.

## **12. NO WARRANTY**

12.1 The Disclosing Party makes no representation or warranty in relation to any Confidential Information disclosed, its adequacy, accuracy, or suitability for any particular purpose, and (unless expressly agreed in writing), to the extent permitted by law will not be liable for any loss or damage arising from the use of any information howsoever caused.

12.2 The Receiving Party acknowledges and agrees that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which damages may not be an adequate remedy and that the Disclosing Party shall therefore be entitled to the appropriate equitable relief in addition to all other remedies available at law.

## **13. ANTI-BRIBERY**

13.1 The Parties shall:

13.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and

13.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

## **14. OWNERSHIP AND CESSATION OF USE**

14.1 Confidential Material shall be and shall remain the property of the Disclosing Party.

14.2 Nothing contained in this Agreement nor any disclosure of or access to Disclosing Party's Confidential Information shall constitute the grant of any licence to Receiving Party nor shall it constitute a transfer of the ownership copyright or any other intellectual property rights in respect of the Confidential Information received from Disclosing Party other than in relation to use of the same for the Purpose.

14.3 On written request, the Receiving Party will cease use of all Confidential Information in tangible form and at the option of the Disclosing Party:

14.3.1 return or destroy any Confidential Material in its possession, control or power; and/or

14.3.2 permanently delete all electronic copies of Confidential Material from the Receiving Party's computer systems so far as it is able; and

14.3.3 provide a statutory declaration/certificate given by a director/officer of the Receiving Party declaring that such documents and things returned or destroyed comprise all the Confidential Material in the Receiving Party's

possession, control or power and that no Confidential Material has been retained by the Receiving Party.

**15. GENERAL**

- 15.1 This Agreement may not be amended unless the amendments are agreed between the Parties in writing and signed by a duly authorised officer of each Party.
- 15.2 The failure or delay of either Party to exercise or enforce any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time thereafter.
- 15.3 A notice to be given under this Agreement shall be in writing and delivered by prepaid special delivery post or facsimile to the other Party at the addresses set out at the start of this Agreement. Notices are deemed to have been given:
- 15.3.1 if sent by special delivery post from within the United Kingdom, 3 Working Days after posting (or 7 Working Days if posted from outside the United Kingdom); and
- 15.3.2 if sent by facsimile, at the time the facsimile is received shown in the transmission report as the time that the whole facsimile was sent unless received after 1700 hours in the place of receipt or on a non-Working Day, in which case the notice is deemed to have been given at 0900 hours the next Working Day.
- 15.4 Neither Party shall be liable for any delay in or for failure to perform its obligations under this Agreement if that delay or failure is caused by circumstances beyond the control of that Party including fires, strikes, insurrection, riots, embargoes, or regulations of any civil or military authority.
- 15.5 Neither Party may assign or transfer all or any of its rights or obligations under this Agreement without the prior written consent of the other Party.
- 15.6 This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all negotiations, understandings, or previous agreement between the Parties relating to the subject matter of this Agreement.
- 15.7 To the extent permitted by law, and subject to clause 15.8 below, the IFoA and its Assessment Team shall not be held liable in respect of any claim relating to or in connection with (a) the withdrawal/suspension of the Organisation's Accredited Status at any time and/or (b) otherwise related to the terms of this Agreement.
- 15.8 Nothing in this Agreement will limit or exclude either Party's liability for:
- 15.8.1 fraudulent misrepresentation; and/or
- 15.8.2 death or personal injury resulting from negligence.
- 15.9 If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying

or affecting the legality, validity or enforceability or the remaining provisions of this Agreement which will remain in full force and effect.

15.10 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement, and nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement.

15.11 This Agreement shall be governed by and construed and interpreted in accordance with the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

