



MEMORANDUM OF UNDERSTANDING

Between the Bahrain Monetary Agency

and

the Qatar Financial Centre Regulatory Authority

in the field of banking supervision

Recitals

- A. The Bahrain Monetary Agency (“BMA”) is the central bank and single regulator for the financial services industry in the Kingdom of Bahrain. It is established by Bahrain Monetary Agency Law Decree No. 23 of 1973.
- B. The Qatar Financial Centre Regulatory Authority is established by the State of Qatar under the Qatar Financial Centre Law. It is an independent body responsible for the supervision and regulation of financial services firms that conduct regulated activities in or from the Qatar Financial Centre (“QFC”).
- C. The Bahrain Monetary Agency and the QFC Regulatory Authority, hereinafter referred to as “the Parties”, expressing their mutual interest and willingness in establishing and promoting bilateral ties in banking supervision and wishing to achieve a common understanding on issues related to the sharing of supervisory information and banking regulation in order to facilitate co-operation for effective consolidated supervision of cross-border establishments and performance of their respective duties for the safe and sound functioning of credit organizations in their respective jurisdictions, have agreed as follows:

Operative Part

1. For the purposes of this Memorandum:

“**jurisdictions**” are the Kingdom of Bahrain and the Qatar Financial Centre and;

a “**credit organization**” (a bank) is an entity which carries on banking business (general or specialized) and whose activities are subject to licensing and banking supervision under the laws of the jurisdiction;

“**supervisory information**” is the information received or obtained in the process of fulfilling its supervisory functions, as well as through the exchange of information or through the conduct of on-site inspections in accordance with this Memorandum, by either of the Parties.

“**Cross-border establishment**” is defined to include a branch, a subsidiary or a representative office or any other structure within the jurisdiction which, by common consent, gives rise to the need for consolidated supervision.

In accordance with definitions used by the Basle Committee on Banking Supervision:

a “**branch**” of a credit organization (a branch) is an operating entity which does not have a separate legal status and is an integral part of a credit organization incorporated in one of the jurisdictions;

a “**subsidiary credit organization**” (a subsidiary bank) is a legally independent institution wholly-owned or majority-owned by a credit organization or an institution in which a credit organization holds an effective interest that allows it to control its management or general policies, and this credit organization is incorporated in the country other than that of the subsidiary;

a “**representative office**” is an office through which the interests of a credit organization are promoted or assisted but at which no banking business is carried on;

“**home jurisdiction**” is the jurisdiction of incorporation of a credit organization which has set up a branch or a subsidiary bank or a representative office in the other jurisdiction (“host jurisdiction”).

2. To maintain reliability and efficiency of their respective banking systems, the Parties shall co-operate in banking supervision over the activities of credit organizations on the basis of the provisions of this Memorandum, subject to the applicable legislation and the international obligations of each Party.
3. Co-operation within the framework of this Memorandum shall be implemented at the initiative or on the basis of requests for assistance in banking supervision from either Party.
4. A request for assistance shall be made in writing. Contemporary means of telecommunication may be used to transmit a request.
5. Information within the framework of this Memorandum shall be provided to the extent reasonable and subject to legislative provisions including those restricting disclosure. A request for assistance may be, thus, denied wholly or partially, if the requested Party believes that the fulfillment of the request will run counter to its applicable legislation or that it may harm important national or other interests, or on grounds of public interest or when disclosure would interfere with an ongoing investigation. In such case, the requesting Party shall be notified about the denial and given the reasons for it in writing.
6. The Parties shall take all necessary measures in order to provide a prompt and as full a reply as possible. They shall also notify one another about the circumstances preventing or delaying the fulfillment of a request for assistance.
7. Each Party shall independently bear the expenses involved in the implementation of this Memorandum, unless a different procedure is agreed upon.
8. The Parties agree to co-operate in supervising cross-border establishments as follows:

- 8.1. In licensing banking activities, the Parties agree that:
- 8.1.1. If a credit organization incorporated in one of the jurisdictions (home jurisdiction) applies to the Party in the other jurisdiction (host jurisdiction) for a licence (permission) to open a branch, a subsidiary bank or a representative office (cross-border establishment), the host jurisdiction Party shall consider such application within the time-limits and in accordance with the procedures established by its applicable banking legislation or regulations;
 - 8.1.2. The host jurisdiction Party receiving an application, as referred to in 8.1.1. above, shall notify the home jurisdiction Party of the details of such an application and obtain the latter Party's outward authorization as provided by the guidelines established by the Basle Committee on Banking Supervision.
 - 8.1.3. Upon request the home jurisdiction Party shall inform the host jurisdiction Party whether the applicant bank is in substantial compliance with banking laws and regulations and whether the bank may be expected, given its administrative structure and internal controls, to manage the cross-border establishment in an orderly manner.
 - 8.1.4. The home jurisdiction Party will inform the host jurisdiction Party about the nature and extent to which it will conduct consolidated supervision over the applicant bank and the host jurisdiction Party will inform the home jurisdiction Party of the scope of its supervision and indicate any features that may give rise to the need for special arrangements.
 - 8.1.5. To the extent reasonable and permitted by their respective laws, the parties will share information on the capability, integrity or experience of the prospective managers of a cross-border establishment.
 - 8.1.6. The host jurisdiction Party shall notify the home jurisdiction Party in writing about its decision with regard to the granting of a licence (permission) to a credit organization to open a cross border establishment, which has applied to it, as provided in 8.1.1. above.
- 8.2. In exercising on going off-site supervision through collecting information and examining and analyzing financial and statistical reports submitted by cross-border establishments set up in one jurisdiction by credit organizations incorporated in the other jurisdiction the Parties agree that:

- 8.2.1. the host jurisdiction Party shall exercise prudential supervision over the activities of cross border establishments in accordance with the banking legislation or regulations;
 - 8.2.2. the host jurisdiction Party shall not prevent the entities mentioned in 8.2.1 above from submitting non-confidential information and other reports to their home jurisdiction supervisory authority.
 - 8.2.3. The host jurisdiction Party shall not prevent the entities mentioned in 8.2.1. above from submitting information and other reports to their Head Offices or parent banks necessary to compile consolidated reports in accordance with the forms established in the home jurisdiction.
 - 8.2.4. The Parties undertake to use their best endeavours to provide relevant information to their counterpart regarding material developments or material supervisory concerns in respect of the operations of a cross-border establishment as well as of any material administrative penalties or other formal enforcement action taken against a cross-border credit establishment.
- 8.3. Should it become necessary for the parties to conduct on-site inspections:
- 8.3.1. the home jurisdiction Party shall notify the host jurisdiction Party about their intention to inspect a cross border establishment indicating the purpose and scope of the inspection. The host jurisdiction Party shall express readiness to provide, at the request of the other Party, any non-confidential supervisory information related to the conduct of on-site inspections;
 - 8.3.2. the host jurisdiction Party shall not prevent the home jurisdiction Party from carrying out on-site inspections, as referred to in 8.3.1. above, and shall give the home jurisdiction Party access to any non-confidential supervisory information, as defined in article 1, which they may need to conduct banking supervision;
 - 8.3.3. Representatives of the host jurisdiction Party have the right to be present during the on-site inspections conducted by the representatives of the home jurisdiction Party. Following the inspection, an exchange of view should take place between the examination team and the host banking Party.

- 8.4. In connection with the supervision of credit organizations incorporated in one jurisdiction which have cross-border establishments in the other jurisdiction, the Parties agree to provide, on a reciprocal basis, supervisory information about any substantial changes pertaining to the credit organizations referred to above, such as restrictions to the range of permitted banking operations, suspension or modification or revocation of a licence, appointment of a provisional administrator and re-organisation or liquidation of any such credit organization.
9. To the extent permitted by the Law, each Party shall always ensure the confidentiality of supervisory information and documents received from the other Party as a result of the executions of supervisory functions, if such information and documents are not to be made public or if the Party that has provided them does not want them to be made public. The extent of the confidentiality of supervisory information and documents shall be determined by the Party that provides the information and documents. In this regard, employees of both Parties shall be bound to hold confidential all information obtained in the course of their duties.
10. Supervisory information received shall not be used without the consent of the Party that provided it for any purposes, other than lawful supervisory purposes and/or for those purposes for which it was requested and provided.
11. Unless disclosure is legally compelled, no supervisory information received by either Party in accordance with this Memorandum shall be passed to a third Party without the prior consultation and written consent of the Party that provided this information. In the event that the Party that received such information is legally compelled to disclose it, this Party shall consult with the Party that originated the information indicating what information it is compelled to release and, if so required by the latter Party, will use its best endeavours to preserve the confidentiality of the information to the extent permitted by the Law.
12. The two Parties express their willingness to promote their co-operation through visits for information purposes and exchange of staff especially in the field of training aiming to reinforce sound banking supervisory practices in both jurisdictions.
13. This Memorandum shall come into force as from the date of its signing by both Parties.

The term of this Memorandum shall be considered automatically extended for each subsequent calendar year unless either Party submits a notice of termination by September of each year.

14. Although both Parties enter this Memorandum in good faith fully intending to adhere to its provisions, nothing in this Memorandum creates (or shall be deemed to create) legally binding obligations on the Parties.

Done on exchange of letters in two copies in the English language both copies being original.



Khalid Hamad Abdul Rahman
Executive Director – Banking Supervision

On Behalf of the
Bahrain Monetary Agency



Phillip Thorpe
Chairman & CEO

On Behalf of the QFC Regulatory
Authority

Date: 15 May 2006

Date: 14 May 2006