

# Information-Sharing Co-operation Agreement

Australia



**ASIC**

Australian Securities & Investments Commission

China



**中国证监会**  
**CSRC**

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**Australian Securities and Investments Commission**  
Level 5, 100 Market Street  
Sydney, NSW 2000

**China Securities Regulatory Commission**  
Focus Place, 19 Jin Rong Street, Xicheng District  
Beijing, 100033

Co-operation Agreement between  
Australian Securities and Investments Commission ("**ASIC**")  
and  
China Securities Regulatory Commission ("**CSRC**")

## **1. Definitions**

For the purposes of this Co-operation Agreement, unless the context requires otherwise:

"**Authority**" means ASIC or the CSRC; and collectively, shall be referred to as "the Authorities"; and

"**Laws and Regulations**" means any law, regulation or requirement arising under legislation or regulations, applicable in the jurisdiction of an Authority.

## **2. Introduction**

- 2.1. The Authorities share a mutual desire to promote innovation in financial services in their respective markets. The Authorities believe that through co-operation with each other, they will be able to further the promotion of innovation in their respective markets.

## **3. Purpose**

- 3.1. The purpose of this Co-operation Agreement is to provide a framework for co-operation between the Authorities with respect to promoting innovation in financial services. The Agreement sets out how the Authorities plan to share and use information to promote innovation in their respective markets.
- 3.2. All requests for information under this Co-operation Agreement will be made in writing via email and shall be addressed to the email address(es) referred to in Appendix 1.

## **4. Principles**

- 4.1. This Co-operation Agreement operates subject to the Laws and Regulations of each Authority and does not modify or supersede any Laws and Regulations in force in, or applying to Australia or China. This Co-operation Agreement sets forth a statement of intent and accordingly does not create any enforceable rights, and is not legally binding.

## **5. Scope of Co-operation**

- 5.1. To the extent permitted by law, the Authorities undertake to share information about innovations in financial services in their respective markets, where appropriate. This may include, but is not limited to:
  - 5.1.1. Emerging market trends and developments; and
  - 5.1.2. Regulatory issues pertaining to innovation in financial services.
- 5.2. The Authorities undertake, subject to applicable domestic laws and regulations, to share further information on regulatory technology (regtech) developments, including experiences with trialling regtech solutions for regulatory purposes.

## **6. Confidentiality & Permissible Uses**

- 6.1. Any information disclosed by one Authority to the other Authority under paragraph 5 should be treated by the other Authority as confidential information. Any request for information should specify both (1) the information which is requested; and (2) the reason why this information is being requested.
- 6.2. The Authorities should use any information disclosed to it by the other Authority only for the purposes for which the information was disclosed, unless the other Authority consents to other uses.
- 6.3. If either Authority is required to disclose any information provided to it by the other Authority pursuant to a requirement of law, that Authority should notify the other Authority prior to complying with such a requirement and should assert all appropriate legal exemptions or privileges with respect to such information as may be available.

## **7. Term**

- 7.1. This Co-operation Agreement may be executed by the Authorities in counterparts. Each counterpart is deemed to be an original of this Co-operation Agreement and all together constitute one agreement.
- 7.2. This Co-operation Agreement takes effect from the date of execution and will continue to have effect until terminated by either of the Authorities by the giving of at least 30 days' written notice of termination to the other Authority.
- 7.3. Termination of this Co-operation Agreement does not affect obligations under any existing Memoranda of Understanding between the two Authorities, including Multilateral Memoranda of Understanding to which both Authorities are signatories.
- 7.4. In the event of the termination of this Co-operation Agreement, information obtained under this Co-operation Agreement will continue to be treated in the manner set out under paragraph 6.

**8. Amendment**

- 8.1. The Authorities will review the operation of this Co-operation Agreement and update its terms as required.
- 8.2. This Co-operation Agreement may be amended if both Authorities agree in writing to do so.

**Executed by the Authorities:**

**For CSRC**



Shiyu Liu, Chairman

Date: 31/10/2017

**For ASIC**



Greg Medcraft, Chairman

Date: 3/11/2017

## **Appendix 1: Authority-wide Contact Details**

**ASIC:** International Co-operation Requests  
[International@asic.gov.au](mailto:International@asic.gov.au)  
Copy to: [innovationhub@asic.gov.au](mailto:innovationhub@asic.gov.au)

**CSRC:** IT Service Center  
[itinfohub@csrc.gov.cn](mailto:itinfohub@csrc.gov.cn)  
Copy to: Department of International Affairs  
[intl@csrc.gov.cn](mailto:intl@csrc.gov.cn)