

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN MONEY LAUNDERING PREVENTION CENTER, INVESTIGATION BUREAU, MINISTRY OF JUSTICE, REPUBLIC OF CHINA (TAIWAN) AND THE FINANCIAL INVESTIGATION UNIT OF BERMUDA CONCERNING COOPERATION IN THE EXCHANGE OF FINANCIAL INTELLIGENCE RELATED TO MONEY LAUNDERING AND FINANCING OF TERRORISM

簽訂日期：民國 96 年 05 月 28 日

生效日期：民國 96 年 05 月 28 日

The Money Laundering Prevention Center, Ministry of Justice, Republic of China (Taiwan) and the Financial Investigation Unit of Bermuda, hereinafter referred to as "the Authorities", desire, in a spirit of cooperation and mutual interest, and within the framework of each Authority's national legislation, to facilitate the prevention and detection of money laundering and also to facilitate the analysis and investigation of persons or companies suspected of criminal activity related to money laundering and financing of terrorism.

To those ends, they have reached the understandings set forth below:

1. Scope of Cooperation

To the extent authorized by the laws of its country, and consistent with its own policies and procedures, each Authority will cooperate to exchange financial intelligence, in the form of information or documents concerning financial transactions suspected of being related to money laundering or criminal activities connected with money laundering and financing of terrorism. To that end, the Authorities will exchange spontaneously or upon request any available financial intelligence that may be relevant to the investigation by the Authorities into financial transactions related to money laundering and the persons or companies involved.

2. Requests for Financial Intelligence

The requesting Authority should disclose to the requested Authority at a minimum the reason for the request, the purpose for which the information will be used and enough information to enable the requested Authority to determine whether the request complies with its domestic law.

3. Uses of Financial Intelligence

- a. Financial intelligence exchanged between the Authorities may be used only for the specific purpose for which the financial information was sought or provided.
- b. The receiving Authority may not transfer financial intelligence shared by a disclosing Authority to a third party, nor make use of the financial intelligence for investigative, prosecutorial or judicial purposes, to deal with no dissemination to any third party without the prior consent of the disclosing Authority.
- c. It is understood that information obtained in accordance with this Memorandum can be used in justice only when related to money laundering originating from predicate offences provided in the anti-money laundering legislation of the respective Authorities.

4. Confidentiality of Financial Intelligence

The financial intelligence acquired in application of this Memorandum and the fact that the information was provided should be kept confidential. It should be protected by at least the same confidentiality as provided by the national legislation of the receiving Authority for similar information from national sources. Each of the Authorities will ensure that an effective audit trail is maintained in respect of any information supplied under the terms of this Memorandum.

5. Refusal of Providing Financial Intelligence

The Authorities are under no obligation to give assistance if

judicial proceedings have already been initiated concerning the same facts as the request is related to.

6. Working Meetings and Consultations

If necessary, the representative of the Authorities will hold working meetings and consultations in order to discuss how to reinforce the cooperation within this Memorandum, and make it more efficient.

7. Communication between the Authorities

Communication between the Authorities shall as far as possible take place in English.

8. Effective date; Amendment; Termination

- a.This Memorandum will become effective upon signature by the Authorities.
- b.This Memorandum may be amended at any time, in writing, as mutually arranged by the Authorities.
- c.Either Authority may terminate this Memorandum by 30 days notice in writing to the other Authority.
- d.Notwithstanding, the termination of this Memorandum, the confidential provision refer to in Article 4, shall remain in application.

IN WITNESS WHEREOF the undersigned signs this Memorandum in duplicate at _____this day of _____, 2007 and in the English language.

Signed:

Yu-Yi Chou

Director

Money Laundering Prevention
Center

Signed:

Gary J. Wilson

Head of FIU

Financial Investigation Unit of
Bermuda

Ministry of Justice

Republic of China (Taiwan)