

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN THE PHILIPPINES AND THE MANILA ECONOMIC AND CULTURAL OFFICE IN TAIWAN CONCERNING COOPERATION IN THE EXCHANGE OF FINANCIAL INTELLIGENCE RELATED TO MONEY LAUNDERING AND FINANCING OF CRIMINAL ACTIVITIES RELATED TO TERRORISM

簽訂日期：民國 95 年 09 月 21 日

生效日期：民國 95 年 09 月 21 日

The Taipei Economic and Cultural Office (TECO) in the Philippines and the Manila Economic and Cultural Office (MECO) in Taiwan, hereinafter referred to as "the Contracting Parties" desiring, in a spirit of cooperation and mutual interest, and within the framework of each parties' national legislation, to facilitate the investigation and prosecution of persons or companies suspected of money laundering and criminal activity related to money laundering and financing of other criminal activities related to terrorism, have reached an understanding as follows:

1.Scope of Cooperation

The Parties, thru the Anti-Money Laundering Council and the Money Laundering Prevention Center, shall cooperate, on the basis of reciprocity, to gather, develop and analyze information and documents in their possession concerning financial transactions suspected of being related to money laundering or criminal activities connected with money laundering and financing of other criminal activities related to terrorism. To that end, the Parties will exchange spontaneously or upon request available financial intelligence that may be relevant to the investigation by the Parties into financial transactions related to money laundering and financing of other criminal activities related to terrorism and the persons or companies involved, subject to the requirements of heir respective national legislation.

2.Requests for Financial Intelligence

The request shall be made in writing. In urgent circumstances and when permitted by the Requested Party, request may be made orally but shall be confirmed in writing thereafter. The Requesting Party should disclose to the Requested Party at a minimum the reason for the request, the purpose for which the information will be used and enough information to enable the Requested Party to determine whether the request complies with its domestic law.

In making a request under this Memorandum, the Requesting Party will inform the Requested Party which, if any, of the law enforcement agencies in the country of the Requesting Party will be given access to the information and the reasons for providing the information to that specified agency or agencies.

3. Uses of Financial Intelligence

- a. Financial intelligence exchanged between the Parties shall be used only for the specific purpose/s for which the financial information was sought or provided.
- b. Requesting Party may use the information only in respect of criminal matters described in the request, in case a request has been made, and only for intelligence purposes, including developing leads and focusing investigative resources.
- c. It is understood that the information or documents obtained in accordance with this Memorandum will not be used as evidence in any proceedings.

4. Disclosure of Financial Intelligence

The Parties will not permit the use or release of any information or document obtained from the counterpart Party for purposes other than those stated in this Memorandum, without the prior consent of the disclosing Party.

5. 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 shall be protected by the same confidentiality as provided by the national legislation of the Receiving Party for similar information from national sources. Notwithstanding the termination of this MOU, as provided under Section 11 hereunder, this provision shall remain in application.

6.Capacity Building

In addition to exchange of financial intelligence, the Parties will cooperate in other ways. This may include the exchange of general information regarding money laundering and other criminal activities related to money laundering, including analysis of financial data and exchange of studies, researches and information on current, new and emerging trends and typologies in money laundering.

7.Refusal of Providing Financial Intelligence

The Parties are under no obligation to give assistance if they determine that the release of the information or documents requested may unduly prejudice an investigation or proceeding in the country of the Requested Party, or if judicial proceedings have already been initiated concerning the same facts as the request is related to, or if provision of such information would be likely to prejudice the sovereignty, security, national interest or other essential interests of the Requested Party.

8.Language of Requests

Communication between the Parties shall be in English.

9.Maintenance of Audit Trail

Each of the Parties will ensure that an effective audit trail is maintained in respect of any information supplied under the terms of this Memorandum.

10. Working Meetings and Consultations

- a. The Parties will jointly arrange, consistent with the legislation of their respective countries, for acceptable procedures of communication and will consult each other with the purpose of implementing this Memorandum; and
- b. If necessary, representative/s of the Parties will hold working meetings and consultations in order to discuss how to reinforce the cooperation within this Memorandum, and make it more efficient.

11. Effective date; Amendment; Termination

- a. This Memorandum will become effective upon signature by the Parties.
- b. This Memorandum may be amended at any time, in writing, as mutually arranged by the Parties.
- c. Either Party may terminate this Memorandum, of Understanding at any time by giving 30 days notice in writing to the other Party.

IN WITNESS WHEREOF the undersigned signs this Memorandum in duplicate at Investigation Bureau ,Ministry of Justice ,Taiwan this 21th day of September 2006 and in the English language.

HSIN-HSING WU Ph.D.

Representative

Taipei Economic and Cultural
Office

.....

ANTONIO I. BASILIO

Resident Representative

Manila Economic and Cultural
Office

.....

Witnessed by:

YU-YI CHOU

VICENTE S. AQUINO

Director

Executive Director

Money Laundering Prevention
Center

Anti-Money Laundering Council
Secretariat

.....

.....