

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE ANTI-MONEY LAUNDERING DIVISION, INVESTIGATION BUREAU, MINISTRY OF JUSTICE, REPUBLIC OF CHINA (TAIWAN) AND MELDPUNT ONGEBRUIKELUKE TRANSACTIES VAN DE NEDERLANDSE ANTILLEN CONCERNING COOPERATION IN THE EXCHANGE OF INFORMATION RELATED TO MONEY LAUNDERING, TERRORIST FINANCING AND RELATED CRIMES

簽訂日期：民國 98 年 03 月 04 日

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The Anti-Money Laundering Division, Investigation Bureau, Ministry of Justice, Republic Of China (Taiwan), and the Meldpunt Ongebruikelijke Transacties van de Nederlandse Antillen (hereinafter, each referred to as “the Authority” or collectively 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 exchange of information in support of investigations concerning financial transactions suspected of being related to money laundering or criminal activities related to money laundering, terrorist financing and related crimes.

To that end, the Authorities, without the intent to create a legally binding document, but with the purpose of fostering said information exchange to the fullest extent possible, have reached the following understanding:

Information Exchange

1. To the extent authorized by the laws of its country, and consistent with its own policies and procedures, each Authority will provide upon request from the other any information in its possession, that it has access to, or that it is authorized by law to collect concerning financial transactions suspected of being related to money laundering or criminal activities related to money laundering, that may be relevant to the investigation of money laundering, terrorist financing, or related crimes. In accordance with the laws of its country and its own policies and procedures, each Authority may also spontaneously provide such information to the other. A requesting Authority will, to the extent possible, provide a brief statement of the underlying facts justifying any request for information.

Use and Disclosure of Responsive Information

- 2(a). The requesting Authority will use the information provided in response to a request for information only for the purposes set forth in the request and as consistent with its national legislation and the requesting Authority will

disclose the information provided in response only to those parties identified in the request.

- (b). The requesting Authority's use and/or disclosure (including use and/or disclosure in an administrative, a criminal, prosecutorial or judicial proceeding) of the information provided in response to a request beyond that discussed in paragraph 2(a) is prohibited unless the requesting Authority obtains the prior written consent of the disclosing Authority.

Use and Disclosure of Information Contained in a Request

3(a). In the event that the requested Authority uses information contained in a request for information to initiate legal action (such as asset freezing or prosecution) or is subject to legal process or proceedings that would require the disclosure of the information, the requested Authority will immediately and to the extent permitted under its national legislation inform the requesting Authority of said legal action or disclosure.

- (b). The requested Authority may not disclose information contained in the request for information to parties or for purposes not identified in the request without the prior written consent of the requesting Authority. However, nothing in this Memorandum of Understanding (hereinafter referred to as "Memorandum") bars the requested Authority from transmitting to other appropriate branches of the requested Authority's administrative, prosecutorial or judicial agencies. (i) the content of the request to obtain information responsive to the request, or (ii) the identity of both the requesting Authority and the individual or entity that is the subject of the request to facilitate coordination between other appropriate branches of the requested Authority's administrative, prosecutorial or judicial agencies.

Compelled Disclosure

4(a). If an Authority is subject to legal process or proceedings that could require the disclosure of information it has received from the other Authority, the Authority subject to such process or proceedings will immediately notify the other Authority.

- (b). In the event that the other Authority objects to disclosure of its information as described in 4(a), the Authority subject to the legal process or proceedings will take reasonable efforts to ensure that the information will not be disseminated to any third party or that appropriate limitations are placed upon the disclosure.

Confidentiality

5. All information exchanged by the Authorities will be subjected to strict controls and safeguards to ensure that the information is used only in an authorized manner and as stipulated in this Memorandum and treated with the strictness of confidence. Exchanged information will be protected by the same level of confidentiality as provided by the legislation of the country of the receiving Authority for similar information obtained from domestic sources.

Limitations

6. Nothing in this Memorandum compels one Authority to lend assistance to the other Authority, especially where judicial proceedings have been initiated on the same facts or if such assistance is contrary to the interests of the country of the requested Authority. If an Authority decides not to accede to a request, the Authority that received the request for information will notify the requesting Authority of its decision and reasons, in writing.

Form of Correspondence

7. To the extent possible, all requests for information, responses to requests for information, exchanged information, notices, and consents provided pursuant to this Memorandum should be reduced to or ultimately confirmed in writing.

English Official Language

8. Communication between the Authorities will take place in English.

Amendments

9. This Memorandum may be amended from time to time by mutual written consent.

Further Communication

10. The Authorities will discuss other avenues of cooperation between them in the prevention detection and deterrence of money laundering and terrorist financing.

Term and Termination

11. This Memorandum will become effective upon signature by the authorities.
12. This Memorandum is revocable at any time. The termination will become effective as of the receipt of the written notification from the other Authority. However, if one Authority discloses or uses information provided by the other Authority in a manner contrary to the provisions of this Memorandum and without the consent of the other

Authority, the other Authority may terminate the Memorandum immediately by any means of communication. The terms and conditions of this Memorandum dealing with the confidentiality of information received prior to the termination of this Memorandum will remain in force after the termination of this Memorandum.

Signed at Guatemala City, on March 4, 2009, in duplicate in the English language, the English version being the agreed authentic text and each Authority takes the responsibility for establishing translation into its own language.

For the Anti-Money
Laundering Division,
Investigation Bureau,
Ministry of Justice,
Republic Of China
(Taiwan)

Signed:
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Title: Director

For the Meldpunt
Ongebruikelijke For the
Financial Intelligence Unit
of
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Nederlandse Antillen

Signed:
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