

法規名稱：REPUBLIC OF MEMORANDUM OF UNDERSTANDING BETWEEN THE ANTI-MONEY LAUNDERING DIVISION, INVESTIGATION BUREAU, MINISTRY OF JUSTICE, REPUBLIC OF CHINA AND FINANCIAL INFORMATION UNIT, NEPAL RASTRA BANK, NEPAL CONCERNING COOPERATION IN THE EXCHANGE OF FINANCIAL INTELLIGENCE RELATED TO MONEY LAUNDERING AND FINANCING OF TERRORISM

簽訂日期：民國 100 年 03 月 28 日

生效日期：民國 100 年 03 月 28 日

The Anti-Money Laundering Division, Investigation Bureau, Ministry of Justice, Republic of China and Financial Information Unit, Nepal Rastra Bank, Nepal 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/or financing of terrorism.

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

1. Scope of Cooperation

The Authorities 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/or financing of terrorism. To that end, the Authorities will exchange spontaneously, reciprocally 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/or financing of terrorism 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, without the prior consent of the disclosing Authority.
- c. It is understood that information obtained in accordance with this Memorandum of Understanding can be used in justice only when related to money laundering originating from predicate offences and/or related to financing of terrorism as provided by the national legislation of the respective Authorities.

4. Confidentiality of Financial Intelligence

The financial intelligence acquired in application of this Memorandum of Understanding 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.

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 of Understanding, and make it more efficient.

7. Communication between the Authorities

Communication between the Authorities shall take place in the English language.

8. Effective date; Amendment; Termination

- a. This Memorandum of Understanding will become effective upon the date of signature by the Authorities.
- b. This Memorandum of Understanding may be amended at any time, in writing, as mutually agreed by the Authorities.
- c. Either Authority may terminate this Memorandum of Understanding by giving a notice in writing to the other Authority, at least three months prior to the intended date of termination.
- d. Notwithstanding, the termination of this Memorandum of Understanding, the confidential provision referred to in Article 4 shall remain in application.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Laws or Governments, have signed this Memorandum of Understanding.

Signed in Taipei, Republic of China, this 28th of March, 2011, in duplicate copies in the English language, this English version being the agreed authentic text and each Authority takes the responsibility for establishing translation into their own language.

Chi-Ping Chang	Dharma Raj Sapkota
Director General	Director
Investigation Bureau	Financial Information
Ministry of Justice	Unit
Republic of China	Nepal Rastra Bank
	Nepal