

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE ANTI-MONEY LAUNDERING DIVISION OF THE INVESTIGATION BUREAU, MINISTRY OF JUSTICE, REPUBLIC OF CHINA (TAIWAN) AND THE FIJI FINANCIAL INTELLIGENCE UNIT ON INFORMATION EXCHANGE CONCERNING MONEY LAUNDERING AND TERRORISM FINANCING

簽訂日期：民國 101 年 07 月 10 日

生效日期：民國 101 年 07 月 10 日

The Anti-Money Laundering Division of the Investigation Bureau, Ministry of Justice, Republic of China (Taiwan), a statutory agency established under the Money Laundering Control Act 1996, with its head office at Investigation Bureau, Ministry of Justice, New Taipei City, the Republic of China (Taiwan) and the Fiji Financial Intelligence Unit (Fiji FIU), a statutory agency established under the Financial Transactions Reporting Act 2004, with its office at Reserve Bank of Fiji, Suva, Fiji, (hereinafter referred to singularly as “ the Authority ” and 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 the Authority suspects would be relevant to investigation or prosecution of a money laundering offence, a terrorism financing offence, or an offence that is substantially similar to either offence or other serious offences.

To those ends, the Authorities have formed a Memorandum of Understanding (hereinafter referred to as “ MOU ”)and have reached the following understandings:

1. Information Exchange

- (a) The Authorities will cooperate to assemble, develop and analyse information in their possession concerning financial transactions suspected of being related to money laundering, terrorism financing or criminal activities connected with money laundering or terrorism financing and other serious offences.

- (b) To the extent authorised by the laws of its country, and consistent with its own policy and procedures, each Authority will provide unilaterally or upon request from the other any information that is reported to it or it is authorised to collect that the Authority has reasonable grounds to suspect would be relevant to the investigation or prosecution of a money laundering offence, a terrorism financing offence, or an offence that is substantially similar to either offence of other serious offences.

2. Justification of a Request

The requesting Authority shall disclose to the requested Authority a brief statement of underlying facts including the following minimum details:

- (a) the reason for the request;
- (b) the purpose for which the information will be used;
- (c) the law enforcement agency or agencies in the country of the requesting Authority which will be given access to the information and the reasons; and
- (d) sufficient information to enable the requested Authority to determine whether the request complies with its domestic law.

3. Permitted Use and Disclosure of Information

Use of information supplied in satisfaction of a request made under this MOU is subject to the limitation that:

- (a) the receiving Authority shall not use the information for other purposes than those stated in this MOU or set forth in a request and accepted by the Authority;
- (b) the receiving Authority may not transfer information shared by a providing Authority to a third party without the prior consent of the providing Authority;
- (c) the receiving Authority shall not make use of the information received from the providing Authority as evidence in any proceedings including in an administrative, prosecutorial or judicial proceedings and such information is intended to be used for intelligence purposes only; and

- (d) each Authority will include warning notices on any responsive information that it provides to law enforcement agencies identified in a request for information. The notices shall be sufficient to place the law enforcement agencies on notice that the information cannot be disclosed to any other party unless prior consent of the providing party is obtained and that the information shall not be used as evidence in any proceedings.

4. Confidentiality

- (a) All information exchanged by the Authorities shall be subject to strict controls and safeguards to ensure that the information is used only in an authorized manner.
- (b) The information acquired by the receiving Authority shall be kept confidential and shall be subject to official secrecy. At a minimum, exchanged information must be treated as protected by the same confidentiality provisions as apply to similar information from domestic sources obtained by the receiving Authority.

5. Limitations

- (a) The requested Authority may refuse to provide information to the requesting Authority if the requested Authority determines that release of the information requested may unduly prejudice an investigation or proceeding in its country.

The requested Authority is under no obligation to provide information:

- (b) if judicial proceedings have been initiated in the country of the requested Authority in relation to the same acts or omissions alleged to constitute the offence about which the request for information is made; or
- (c) if provision of such information would be likely to prejudice the sovereignty, security, national interest or other essential interests of the country of the requested Authority.

6. Communication

- (a) The Authorities will jointly arrange, consistent with the legislation of their respective countries, for acceptable procedures of communication and will consult with each other with the purpose of implementing this MOU.
- (b) To the extent possible, all communications between the Authorities including providing information, requests for information, responses to requests for information, exchange of information, notices and so forth shall be in written form in the English language.

7. Audit

Each Authority shall ensure that an effective audit trail is maintained in respect of information exchanged under the terms of this MOU.

8. Amendments

This MOU may be amended at any time by mutual written consent of the Authorities.

9. Period of Operation

This MOU will come into effect upon the signature by the Authorities.

10. Conduct of the Authorities

In facilitating the exchange of information pursuant to this MOU, the Authorities shall not engage in a conduct that is contrary to the provisions of this MOU.

11. Dispute Resolution

The Authorities shall use their best efforts to settle amicably any disputes arising out of or in connection with this MOU or its interpretation.

12. Termination

- (a) Either Authority may terminate this MOU for whatever reason, at any time by giving a notice in writing to the other Authority about its intention to terminate this MOU. The termination will become effective as of the receipt of the written notification by an Authority from the other Authority.
- (b) The terms and conditions of this MOU dealing with the

confidentiality of information received prior to the termination in application of this MOU shall remain in force after its termination.

13. Signature

This MOU is signed in saint Petersburg on this 10 of July, 2012 in duplicate copies. English is the governing language of this MOU and the Authorities may establish translations in their own national language. In the event of any conflict of discrepancy between the English text and any translation thereof, the English text shall prevail.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their government, have signed this MOU.

FOR ANTI-MONEY
LAUNDERING DIVISION
INVESTIGATION
BUREAU MINISTRY OF
JUSTICE REPUBLIC OF
CHINA (TAIWAN)
Chih-Ping Chang
Director

FOR FIJI FINANCIAL
INTELLIGENCE UNIT

Razim Buksh
Director