

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE FINANCIAL INTELLIGENCE UNIT OF THE REPUBLIC OF CHINA (TAIWAN) AND THE FINANCIAL INTELLIGENCE UNIT OF PAPUA NEW GUINEA CONCERNING COOPERATION IN THE EXCHANGE OF INFORMATION RELATED TO MONEY LAUNDERING AND TERRORIST FINANCING

簽訂日期：民國 101 年 11 月 19 日

生效日期：民國 101 年 11 月 19 日

The Financial Intelligence Unit (Anti-Money Laundering Division, Investigation Bureau, Ministry of Justice), the Republic of China (Taiwan) and the Financial Intelligence Unit of Papua New Guinea (hereinafter, each referred to as an “ Authority ” or collectively as “ the Authorities ”)desire, on the basis of reciprocity and 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 related to money laundering, terrorist financing, and related criminal activity.

To that end, the Authorities have reached the understanding contained in this Memorandum of Understanding (MoU):

1 Information Exchange

- a To the extent authorised 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, including financial transaction reports, in its possession, that it has access to, or that it is authorised by law to collect that may be relevant to the investigation of persons suspected of engaging in money laundering, terrorist financing, and other related criminal activity.
- b To the extent permitted within its own domestic law and consistent with its own policies and procedures, each Authority may also spontaneously provide such information to the other.
- c A requesting Authority will provide:
 - i. The reasons for the request;
 - ii. The purpose for which the information will be used;
 - iii. The agencies (or other entities or persons) which will be given access to the information and the reasons for providing the information to such agencies (or other entities or persons);
 - iv. Sufficient information to enable the requested Authority to determine whether the request complies with domestic laws.
- d Information exchanged between the Authorities must be used only for intelligence purposes and must not be used as evidence in any proceedings, including administrative,

prosecutorial or judicial proceedings. If information is sought to be used in any proceedings, it should be sought through a formal mutual legal assistance request.

2 Use and Disclosure of Information by Requesting Authority

Unless the prior consent of the requested Authority is obtained, the requesting Authority will:

- a use the information provided in response to a request for information only for the purposes set forth in the request or permitted under this MoU, and
- b disclose the information provided in response only to those parties identified in the request.

3 Use and Disclosure of Information by Requested Authority

- a The requested Authority may not disclose information contained in the request for information to third parties or for use for purposes not identified in the request without the prior consent of the requesting Authority.
- b However, nothing in this MoU bars the requested Authority from transmitting the following information to other appropriate agencies of the requested Authority ' s government:
 - i. the content of the request to obtain information in response 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 agencies of the requested Authority' s government.

4 Compelled Disclosure

- 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 paragraph 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.

5 Confidentiality

All information exchanged by the Authorities will be subjected to strict controls and safeguards to ensure that the information is used only in an authorised manner and treated in a confidential manner. Exchanged information will be protected by the same confidentiality as provided by the laws of the receiving Authority for similar information received from domestic sources.

6 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 proceedings in its country.

b The requested Authority is under no obligation to provide information:

- (a) 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
- (b) 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.

7 Form of Correspondence

To the extent possible, all requests for information, responses to requests for information, exchanged information, notices, and consents provided pursuant to this MoU should be ultimately confirmed in writing. Communication between the Authorities will take place in English.

8 Amendments

This MoU may be amended at any time in writing by mutual consent.

9 Term and Termination

- a This MoU becomes effective once it is signed by both Authorities.
- b This MoU is revocable at any time. The termination will be confirmed in writing by receipt of the written notification from the other Authority. The terms and conditions of this MoU dealing with the confidentiality of information received prior to the termination of this MoU will remain in force after the termination of this MoU.

In witness whereof, the undersigned, being duly authorized by their respective competent authorities, have signed this MoU.

Done in duplicate in the English language (this English text being the authentic text, and each Authority taking the responsibility for translating in their own language).

For the Financial
Intelligence Unit of
Republic of China (Taiwan)

For the Financial
Intelligence Unit of Papua
New Guinea

Chih - Ping (Jeffrey) Chang
Director

Bernard Barrum
Officer In Charge

Date: NOV. 16, 2012
Place: Taipei

Date: NOV. 19, 2012
Place: Hanoi-Vietnam