

法規名稱：AGREEMENT BETWEEN THE ANTI-MONEY LAUNDERING DIVISION INVESTIGATION BUREAU, MINISTRY OF JUSTICE, REPUBLIC OF CHINA (AML - TAIWAN) AND THE “CELLULE NATIONALE DE TRAITEMENT DES INFORMATIONS FINANCIERES” OF BURKINA FASO (CENTIF - BF) CONCERNING COOPERATION IN THE EXCHANGE OF INTELLIGENCE RELATED TO MONEY LAUNDERING AND TERRORIST FINANCING

簽訂日期：民國 103 年 06 月 05 日

生效日期：民國 103 年 06 月 05 日

Pursuant to Money Laundering Control Act of the Republic of China (Taiwan) on the fight against money laundering and terrorist financing and with reference to the Law No. 026-2006/AN of November 28th, 2006 on the fight against money laundering and the Law No. 061-2009/AN of December 17th, 2009 on the fight against the financing of terrorism in Burkina Faso,

The Anti-Money Laundering Division, Investigation Bureau, Ministry of Justice, Republic of China (Taiwan) and the Cellule Nationale de Traitement des Informations Financieres of Burkina Faso (CENTIF-BF) (hereinafter referred to as “ the Authorities ”), desire, in a spirit of cooperation and mutual interest, to facilitate the investigation and prosecution of money laundering, terrorist financing and criminal activities related to money laundering and terrorist financing.

To that end, they have reached the following understanding:

1. The Authorities will cooperate to assemble, develop and analyse information that they have reasonable grounds to suspect would be relevant to the investigation or prosecution of money laundering, terrorist financing or criminal activities related to money laundering and terrorist financing. To that end, the Authorities will exchange, spontaneously or upon request, any available information that may be relevant to the investigation or prosecution of money laundering, terrorist financing or criminal activities

- related to money laundering and terrorist financing.
2. Any request for information will be justified by a brief statement of the underlying facts.
 3. The information or documents obtained from the respective Authorities, without prior consent of the disclosing Authority, will not be disseminated to any third party, nor be used for administrative, prosecutorial or judicial purposes. The Authorities understand that information provided by an Authority may only be used for purposes relevant to the investigation or prosecution of money laundering, terrorist financing or criminal activities related to money laundering and terrorist financing.
 4. The Authorities will not permit the use or release of any information or document obtained from the respective Authorities for purposes other than those stated in this Agreement, without the prior consent of the disclosing Authority.
 5. The information acquired in application of this Agreement is confidential. It is subject to official secrecy and is protected by at least the same confidentiality as provided by the national legislation of the receiving Authority for similar information from national sources. Notwithstanding the termination of this Agreement, this provision shall remain in application.
 6. The Authorities 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 Agreement.
 7. Communication between the Authorities shall take place in English.
 8. 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.
 9. This Agreement may be amended at any time in writing by mutual consent.

10. This Agreement is revocable at any time. The termination will become effective as of the receipt of the written notification from the other Authority.
11. This Agreement will become effective upon the date of signature by the Authorities.

In witness whereof, the undersigned, being duly authorized by their respective Authorities, have signed this Agreement.

Signed in Lima, Peru, on this 5th of June, 2014 in duplicate in the Chinese, English, and French languages, three texts being equally authentic. In case of divergence in the interpretation of this Agreement, the English text shall prevail.

For the Anti-Money Laundering Division, Investigation Bureau, Ministry of Justice, Republic of China (Taiwan) (AMLDD -TAIWAN)	For the Cellule Nationale de Traitement des Informations Financieres of Burkina Faso (CENTIF-BF)
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Su-Hua (Pam) FENG
Acting Director

Robert TONDE
President