



法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE ANTI-MONEY LAUNDERING DIVISION OF THE INVESTIGATION BUREAU OF THE MINISTRY OF JUSTICE OF THE REPUBLIC OF CHINA (TAIWAN) AND THE FINANCIAL TRANSACTIONS AND REPORTS ANALYSIS CENTRE OF CANADA CONCERNING THE EXCHANGE OF FINANCIAL 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

The Anti-Money Laundering Division of the Investigation Bureau of the Ministry of Justice of the Republic of China (Taiwan) (AMLD) and the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC), hereinafter referred to as “ the Authorities ” ,

DESIRING, in a spirit of cooperation and mutual interest, and within the framework of the laws of their respective countries, to facilitate the exchange of information in support of the investigation or prosecution of money laundering or terrorist financing.

INTENDING to foster said information exchange to the fullest extent possible,

Have reached the following understanding:

Objective

1. The objective of this Memorandum of Understanding (hereinafter referred to as “ MOU ”) is to set out a framework whereby the Authorities, to the full extent allowed by the laws of their respective countries, will provide to each other information they have reasonable grounds to suspect would be relevant to the investigation or prosecution of money laundering or terrorist financing.

Information Exchange

2. To the extent authorized by the laws of its country, and



consistent with its own policies and procedures, each Authority will provide, spontaneously or upon request from the other, any available information that may be relevant to the investigation or prosecution of money laundering or terrorist financing. The Authorities understand that information provided by an Authority may only be used for purposes relevant to the investigation or prosecution of money laundering or terrorist financing.

Justification of Request

3. A requesting Authority will, to the extent possible, provide a brief statement of the underlying facts justifying any request for information.

Disclosure of Information

- 4(a). Subject to paragraph 4(b), a receiving Authority will not disclose (including disclosure in an administrative, prosecutorial or judicial proceeding) the information (except as set forth in a request for information) without the express prior consent of the providing Authority.
- 4(b). If an Authority is subject to legal process or proceedings that would require the disclosure of information it has received from the other Authority, the Authority subject to such process or proceedings will immediately notify and seek the express consent of the other Authority to disclose the information, and if consent has not been provided, reasonable efforts will be taken to ensure that the information will not be disseminated to any third party or that appropriate limitations are placed upon the disclosure.

Use and Disclosure of Information Contained in a Request

- 5(a). The Authorities understand that information contained in a request will only be used for purposes relevant to investigating or prosecuting a money laundering or terrorist financing offence.
- 5(b). The requested Authority may not, without the express prior consent of the requesting Authority, disclose information

contained in the request for any purpose other than to obtain information in order to respond to the request.

Notice

6. If the requested Authority decides not to respond to a request, it will notify the requesting Authority of its decision.

Communication Procedures

- 7(a). The Authorities will jointly arrange, consistent with the laws of their respective countries, for acceptable procedures of communication and will consult each other with the purpose of implementing this MOU.
- 7(b). Communication between the Authorities shall take place in English.

Confidentiality

8. The Authorities understand that:
 - (i) All information exchanged between them will be subjected to strict controls and safeguards to ensure that the information is used only in an authorized manner and treated in a confidential manner.
 - (ii) Exchanged information will be protected by the same confidentiality as provided by the legislation of the country of the receiving Authority for similar information received from domestic sources.

Further Cooperation

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

Amendments

10. The Authorities may amend this MOU in writing at any time by mutual consent in accordance with their internal procedures.

Effective Date

11. This MOU will become effective upon the last signature by the Authorities.

Termination



12. Either Authority may terminate this MOU at any time upon written notice to the other Authority. The provisions of this MOU dealing with the confidentiality of information received prior to the termination of this MOU will remain in effect after its termination.

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

Signed in duplicate in the Chinese, French and English languages, each version being equally valid.

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

For the Financial
Transactions and
Reports Analysis
Centre of Canada at

At Lima, Peru
On the day of June 5, 2014

At Lima, Peru
On the day of June 5, 2014

Su-Hua (Pam) Feng
Acting Director

Gerald Cossette
Director