

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE ANTI-MONEY LAUNDERING DIVISION, INVESTIGATION BUREAU, MINISTRY OF JUSTICE, REPUBLIC OF CHINA (TAIWAN) AND THE FINANCIAL INTELLIGENCE SERVICE, FINANCIAL INVESTIGATION UNIT, GUERNSEY BORDER AGENCY CONCERNING INFORMATION AND FINANCIAL INTELLIGENCE EXCHANGE COOPERATION RELATED TO MONEY LAUNDERING AND TERRORISM FINANCING

簽訂日期：民國 104 年 06 月 11 日

生效日期：民國 104 年 06 月 11 日

The ANTI-MONEY LAUNDERING DIVISION, INVESTIGATION BUREAU, MINISTRY of JUSTICE, REPUBLIC of CHINA (TAIWAN) and the FINANCIAL INTELLIGENCE SERVICE, FINANCIAL INVESTIGATION UNIT, GUERNSEY BORDER AGENCY, hereinafter referred to as “ the Participants ”, desire, in a spirit of cooperation and mutual interest, on the basis of reciprocity and within the framework of each Participant ’ s legislation, to facilitate the exchange of information on money laundering, terrorism financing, and related criminal activity.

To that end, the Participants have reached the following understanding:

1. Scope of Cooperation:

- (a) The Participants will cooperate by providing the widest possible range of information and intelligence to each other, on the basis of reciprocity, spontaneously or upon request, which may assist in the investigation and prosecution of persons suspected of having engaged in money laundering, terrorism financing and related criminal activity.
- (b) The cooperation and exchange of information between the Participants will take place in accordance with the domestic legal systems and this Memorandum of Understanding (hereinafter referred to as “ MOU ”). The Participants will provide to each other prior to the making of this MOU, a summary of the relevant domestic law which governs the

cooperation and exchange of information and the use and onward disclosure of that information.

2. Requests for Financial Intelligence:

- (a) Each request shall be accompanied by:
 - (i) reason for request,
 - (ii) a brief statement of the relevant facts known,
 - (iii) all available identifying data,
 - (iv) information concerning suspected crimes, charges, if any, and the stage of the investigation,
 - (v) how the information sought will be used, including which, if any, of the law enforcement agencies or other public authorities in the country of the requesting Participant will be given access to the information and the reasons for providing the information to that agency or authority.
- (b) The requested Participant may request additional information from requesting Participant whenever necessary in order to comply with the request or to expedite compliance.
- (c) Any request for information, intelligence, refusal, termination, etc. must be made in written form.

3. Use of Information:

- (a) The Participants will not use the provided information for other purposes than those stated in this MOU or set forth in a request and accepted by the Participant providing the information without the express prior consent of the providing Participant.
- (b) Use of information supplied either spontaneously, or in response to a request made under this MOU, is subject to the limitation that, without the express prior consent of the providing Participant, the receiving Participant:
 - (i) may use such information only in respect of criminal matters described in the request (in the case of a request) and only for intelligence purposes (including developing leads and focusing investigative resources or

- mitigating the consequences of such criminality); and
- (ii) will not use such information as evidence in any proceedings.
- (c) Subject to 3(d), a receiving Participant shall not disclose the information to any third parties (except as set forth in a request for information) without the express prior consent of the providing Participant.
- (d) If a Participant is subject to legal process or proceedings that would require the disclosure of information it has received from the other Participant, the Participant subject to such process or proceedings will immediately notify and seek the express consent of the other Participant 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.
- (e) The providing Participant may make reasonable enquiries as to the use made of information provided and the receiving Participant shall, whenever practicable, provide feedback. When the receiving Participant is not able to obtain this information, it should reply stating the reasons why the requested feedback cannot be provided.

4. Confidentiality:

- (a) The information exchanged is confidential. All information exchanged by Participants must be subjected to strict controls and safeguards to ensure that the information is used only in an authorised manner, consistent with national provisions on privacy and data protection. At an absolute 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 Participant.
- (b) The commitments concerning confidentiality under this MOU

shall continue to bind the Participants notwithstanding the termination of this MOU.

5. Capacity Building:

In addition to exchange of financial intelligence, the Participants may cooperate in other ways. This may include the exchange of general information, case working meetings regarding money laundering or terrorist financing and other criminal activities related to money laundering, including analysis of financial data and exchange of studies, research and information on current, new and emerging trends and typologies in money laundering.

6. Refusals:

Requests may be refused if assistance would be contrary to the domestic legal system or against the sovereignty, security, national interest or international agreements. The requesting Participant shall be informed of the reason for refusal.

7. Language of Requests:

Communication between the Participants will take place in English.

8. Maintenance and Audit Trail of Supplied Information:

Each of the Participants will ensure that an effective audit trail is maintained in respect of any information supplied under the terms of this MOU. All information supplied by whatever means, shall be stored in a manner that ensures security of information from any person not having justifiable need to access. Information must be disposed of appropriately, having due recognition of sensitivity when no longer of value.

9. Communication:

Each of the Participants 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.

10. Dispute Settlement:

- (a) The Participants shall work in the spirit of openness, transparency and consultation to achieve the objective of this MOU.
- (b) In the event of any disagreement, controversy or dispute arising under this MOU, the Participants shall endeavour, where possible, to settle such dispute amicably through dialogue and consultation.
- (c) Notwithstanding the above process this shall not override the conditions laid down in Paragraph 11 (b) and (c).

11. Effective Date; Amendment; Termination:

- (a) This MOU will become effective upon the date of signature by the Participants and will remain in force for an indefinite period.
- (b) This MOU may be amended at any time, in writing, as mutually agreed by the Participants.
- (c) Either Participant may terminate this MOU by 30 days notice in writing to the other Participant.

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

Signed at Bridgetown, Barbados on this 11 of June, 2015, in duplicate in the English language, this English version being the agreed authentic text and each Participant takes the responsibility for translation into any other language.

For

For



THE ANTI-MONEY
LAUNDERING
DIVISION,
INVESTIGATION
BUREAU, MINISTRY
OF JUSTICE,
REPUBLIC OF
CHINA (TAIWAN)

THE FINANCIAL
INTELLIGENCE
SERVICE,
FINANCIAL
INVESTIGATION
UNIT, GUERNSEY
BORDER AGENCY

Su-Hua (Pam) FENG
Director of
Anti-Money
Laundering Division

Phil Hunkin
Head of Financial
Investigation Unit