

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 UNIT, REPUBLIC OF MALAWI CONCERNING COOPERATION IN THE EXCHANGE OF INTELLIGENCE RELATED TO MONEY LAUNDERING AND TERRORIST FINANCING

簽訂日期：民國 103 年 02 月 18 日

生效日期：民國 103 年 02 月 18 日

The Anti-Money Laundering Division, Investigation Bureau, Ministry of Justice, Republic of China (Taiwan) and the Financial Intelligence Unit, Republic of Malawi (hereinafter referred to as “ the Authorities ”), desire, in a spirit of cooperation and mutual interest, to facilitate the investigation and prosecution of persons suspected of money laundering and criminal activity 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 in their possession concerning financial transactions suspected of being related to money laundering and terrorist financing or criminal activities connected with 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 by the Authorities into financial transactions related to money laundering, terrorist financing and the persons or companies involved. Any request for information will be justified by a brief statement of the underlying facts.
2. The information or documents obtained from the respective Authorities will not be disseminated to any third party, nor be used for administrative, prosecutorial or judicial purposes without prior consent of the disclosing Authority. It is understood that information obtained in accordance with this

Memorandum of Understanding (hereinafter referred to as “MOU”) can only be used in justice when related to money laundering, terrorist financing and related crimes.

3. The Authorities will not permit the use or release of any information or document obtained from the respective Authorities for purpose other than those stated in this MOU, without the prior consent of the disclosing Authority.
4. The information acquired in application of this MOU 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 MOU, this provision shall remain in application.
5. 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 MOU.
6. Communication between the Authorities shall take place in English.
7. 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.
8. This MOU may be amended at any time in writing by mutual consent.
9. This MOU is revocable at any time. The termination will become effective as of the receipt of the written notification from the other Authority.
10. This MOU 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 MOU.



Signed in Budapest, Hungary, on this 18th of February, 2014, in duplicate in the English language, this English version being the agreed authentic text and each Authority takes the responsibility for establishing translation into their own language.

Signed:

Chung-I (Joey) Wang
DIRECTOR

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

Signed:

Fumbani Mhango
MONITORING &
ANALYSIS
SPECIALIST

FOR THE
FINANCIAL
INTELLIGENCE
UNIT, REPUBLIC OF
MALAWI