

法規名稱：AGREEMENT BETWEEN THE INVESTIGATION BUREAU, MINISTRY OF JUSTICE, REPUBLIC OF CHINA (TAIWAN) AND THE FINANCIAL ANALYSIS UNIT (UAF), REPUBLIC OF NICARAGUA CONCERNING COOPERATION RELATED TO THE PREVENTION OF CRIMES OF MONEY LAUNDERING AND FINANCING OF TERRORISM AND PROLIFERATION OF WEAPONS OF MASS DESTRUCTION

簽訂日期：民國 103 年 07 月 24 日

生效日期：民國 103 年 07 月 24 日

PREAMBLE

The Investigation Bureau, Ministry of Justice of the Republic of China (Taiwan) and the Financial Analysis Unit of the Republic of Nicaragua, which shall hereinafter be referred to as “ the Parties ” , have come to this Agreement, within the framework of their national legislation, in order to establish broad cooperative relationships that strengthen their plans and operations against crimes of money laundering and financing of terrorism and proliferation of weapons of mass destruction.

ARTICLE 1

OBJECTIVE

- (1) By this Agreement, the Parties establish a cooperation relationship that includes the exchange of information, mutual assistance, technological cooperation, and the development and improvement of knowledge on fighting against money laundering and financing of terrorism and proliferation of weapons of mass destruction, in accordance with the rules contained in this Agreement and the respective legal framework of the Parties.
- (2) The cooperation constituted in this Agreement shall take effect under the laws regulating international cooperation in the territory of the Parties.

ARTICLE 2

INFORMATION EXCHANGE

- (1) The Parties will exchange, spontaneously or upon request, any financial, legal, and accounting information of

- individuals and legal entities, of those entities under the control of these individuals and legal entities, and of persons acting on their behalf, when such information is available and there are suspicions of involvement in crimes of money laundering and financing of terrorism and proliferation of weapons of mass destruction.
- (2) Any request for information, to the extent permitted by the respective national legal framework, shall be submitted by physical or electronic means collectively accepted by the Parties and provides following information in written:
- (a) a statement of background information;
 - (b) the information requested; and
 - (c) the purpose for which the information will be used.
- (3) The information exchanged between the Parties shall be regarded as confidential and therefore cannot be extended to third parties, or used for purposes other than those set forth in this Agreement, without the prior consent of the Party that provided such information.
- (4) The information exchanged under this Agreement shall be subject to and protected by the national legislation governing the classification of the information in the territory of the receiving Party.
- (5) The information received shall be used only for administrative, investigative, and judicial proceedings according to the receiving Party's functions, only in cases related to money laundering and financing of terrorism and proliferation of weapons of mass destruction, and only when an authorization has been obtained from the providing Party.
- (6) Each Party shall promptly inform the other Party of any change in its legislation on money laundering and financing of terrorism and proliferation of weapons of mass destruction.
- (7) The Parties, in accordance with their respective national laws, shall determine mechanisms for protection, transfer and disposal of the information requested and received.

- (8) The requested Party may ask the requesting Party for additional information in order to justify the request.
- (9) The requested Party may refuse to satisfy the request for information in whole or in part, if:
 - (a) its compliance may compromise its sovereignty, security, public order or other substantial interests of the State;
 - (b) it contradicts its national legislation or international agreements adopted by the State;
 - (c) there is no certainty that the requesting Party shall operate with reciprocity; or
 - (d) judicial proceedings have already been initiated concerning the facts to which the request is related.
- (10) If the requested Party refuses to satisfy the request for information, it shall notify the requesting Party and provide an explanation of its reasons.

ARTICLE 3

TECHNICAL ASSISTANCE, TRAINING, OPERATIONAL IMPROVEMENT SUPPORT AND TECHNOLOGICAL COOPERATION

- (1) Technical assistance between the Parties shall consist of the exchange of information on typologies, criminal schemes, cases, publications, experiences, research documents and regulatory projects relating to the prevention of money laundering and financing of terrorism and proliferation of weapons of mass destruction, which may be provided spontaneously by the Parties or upon request.
- (2) The Parties shall promote conferences to discuss issues of mutual interest and exchange experiences and skills.
- (3) The Parties shall coordinate to jointly develop training programs on investigation and prevention of money laundering and financing of terrorism and proliferation of weapons of mass destruction, at appropriate times.
- (4) The Parties shall coordinate efforts to support projects on information technology.
- (5) The Parties may agree to practice forms of technical and

operational improvement other than those mentioned above according to their needs, within the subject matter of this Agreement and their respective legal frameworks.

ARTICLE 4

FINAL DISPOSITIONS

- (1) The Parties shall decide jointly, in accordance with their national laws, the procedures for communication between them, and shall consult each other about how to implement this Agreement. Communications between the Parties will be in the English language.
- (2) This Agreement shall enter into force on the date of signature by the Parties.
- (3) This Agreement is subject to reviews and amendment at any time. Amendments shall be made via addenda. The Parties shall communicate their approval of addenda through the exchange of notes and the amended Agreement shall enter into force on the date of receipt of the last notification.
- (4) The provisions of this Agreement shall not affect rights and obligations assumed by the Parties through international agreements.
- (5) This Agreement may be terminated by any of the Parties through written notification to the other and shall lose its effect after ninety days from the date of receipt of written notice by the other Party.
- (6) The provisions of this Agreement concerning protection of the confidentiality of information shall remain valid even after the Agreement is terminated.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Authorities, have signed this Agreement.

Signed at New Taipei City, Republic of China (Taiwan), on the date of July 24 of the year two thousand fourteen, in duplicate on authentic texts written in Chinese, Spanish, and English. In



case of disagreement regarding the interpretation of this Agreement, the English text shall prevail.

Chung-I (Joey) Wang

Director General

ON BEHALF OF THE

INVESTIGATION BUREAU,

MINISTRY OF JUSTICE,

REPUBLIC OF CHINA (TAIWAN)

Denis Membreno Rivas

Major General

ON BEHALF OF THE

FINANCIAL ANALYSIS UNIT,

REPUBLIC OF NICARAGUA