

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 OF TRINIDAD AND TOBAGO (FIUTT) 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

The Anti-Money Laundering Division, Investigation Bureau, Ministry of Justice, Republic of China (Taiwan) and the Financial Intelligence Unit of Trinidad and Tobago (FIUTT) (hereinafter referred to as “ the Authorities ”), desire, in a spirit of cooperation and mutual interest, and within the framework of their respective national legislation to facilitate the exchange of information in support of the investigation and prosecution of persons suspected of money laundering, terrorist financing and criminal activities related to money laundering and terrorist financing.

To that end, the Authorities, with the purpose of fostering said information exchange to the maximum extent possible, have reached the following understanding:

1. The Authorities will cooperate to assemble, develop and analyze 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 to the extent authorized by the laws of its country and consistent with its own policies and procedures, 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, will not be disseminated to any third party without prior consent of the disclosing Authority, nor be used for administrative, prosecutorial or judicial purposes. The Authorities understand that information exchanged in accordance with the terms of this Memorandum of Understanding (hereinafter referred to as “ MOU ”), 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 MOU without the prior consent of the disclosing Authority. 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 expressed consent of the other Authority to disclose the information. Whether or not consent has been reached, reasonable efforts will be made to ensure that the information will not be disseminated to any third party or that appropriate limitations are placed upon the disclosure.
5. The information acquired through a request for information pursuant to 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.
6. Whenever an Authority has certain reasons not to respond to a request, the Authority that received the request for information will notify the requesting Authority of its decision, giving the reasons justifying its own decision.
7. 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.
8. Each Authority will ensure that an effective audit trail is maintained in respect of any information supplied under the terms of this MOU.
9. Communication between the Authorities shall take place in English.
10. The Authorities are under no obligation to give assistance if:
 - a. judicial proceedings have already been initiated concerning the same facts as the request is related to;
 - b. that Authority determines that release of the information or documents requested, may unduly prejudice an investigation or proceeding in the country of the requested Authority; or
 - c. provision of such information would be likely to prejudice the sovereignty, security, national interest or other essential interest of the country of the requested Authority.
11. This MOU may be amended at any time in writing by mutual consent.

12. This MOU is revocable at any time. The termination will become effective as of the receipt of the written notification from the other Authority.
13. 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 Lima, Peru on this 5th of June, 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:

Signed:

Su-Hua (Pam) Feng

Nigel Stoddard

ACTING DIRECTOR
ANTI-MONEY
LAUNDERING
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BUREAU, MINISTRY
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