

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE ANTI-MONEY LAUNDERING DIVISION, INVESTIGATION BUREAU, MINISTRY OF JUSTICE, REPUBLIC OF CHINA (TAIWAN) AND THE OFFICE FOR PREVENTION OF LAUNDERING OF PROCEEDS DERIVED FROM CRIMINAL ACTIVITY OF THE REPUBLIC OF LATVIA CONCERNING COOPERATION IN THE EXCHANGE OF FINANCIAL INTELLIGENCE RELATED TO MONEY LAUNDERING, ASSOCIATED PREDICATE OFFENCES AND TERRORISM FINANCING

簽訂日期：民國 106 年 10 月 02 日

生效日期：民國 106 年 10 月 02 日

The ANTI-MONEY LAUNDERING DIVISION, INVESTIGATION BUREAU, MINISTRY OF JUSTICE, REPUBLIC OF CHINA (TAIWAN) and the OFFICE FOR PREVENTION OF LAUNDERING OF PROCEEDS DERIVED FROM CRIMINAL ACTIVITY OF THE REPUBLIC OF LATVIA, hereinafter referred to as "the Authorities", desire, in a spirit of cooperation and mutual interest and within the framework of each Authority ' s national legislations, to facilitate the analysis concerning cases of suspected money laundering, associated predicate offences and terrorism financing, with a view to disseminating information which may ultimately result in investigations and prosecutions by competent authorities in their respective Countries.

To that end, having regard to the relevant documents of the Egmont Group and, particularly, the “ Charter ” and the “ Principles for Information Exchange between Financial Intelligence Units ” , the Authorities have reached the following understanding.

1. The Authorities, according to the legislations and international obligations applicable in their country territory, shall exchange the collected, processed, and analyzed information concerning transactions with money and other property, which can be related to money laundering, associated predicate offences, and terrorism financing as well as information about natural and legal persons involved in such transactions.

2. The information exchanged between the Authorities can be used for pretrial and judicial intelligence purposes only within the cases related to money laundering, associated predicate offences, and terrorism financing.
3. The Authorities will conduct queries on behalf of the requesting counterpart and provide all information that they would be able to obtain if such queries were carried out domestically. In particular, the Authorities will provide:
 - a. all information required to be accessible or obtainable directly or indirectly; this includes in particular the information that the Authorities have the power to obtain for their domestic analysis; and
 - b. any other information which the Authorities have the power to obtain or access, directly or indirectly, at the domestic level.
4. In particular, the Authorities will provide the following types of information, based on their respective sources and powers:
 - a. Suspicious Transaction Reports (STRs) / Suspicious Activity Reports (SARs);
 - b. Threshold-Based Disclosures; and
 - c. Financial, administrative, and law enforcement information.
5. The Authorities agree on the disclosure of elements of the requests when it is needed to perform the necessary enquiries into external sources.
6. The requested Authority may refuse to provide the requested information in whole or in part if the performance of it could infringe human rights, pose threat to the sovereignty, country security and public order, contradict the legislations or international obligations in force in the territory of the country of the requested Authority, as well as if according to the facts stated in the request a case has been brought before the court in the country of the requested Authority. The requested Authority shall inform in writing

the requesting Authority of the refusal to fulfil the request stating the reasons thereof. If an Authority decides not to respond to a request for information from the other Authority, the requested Authority will notify the requesting Authority that it does not intend to respond.

7. 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.
8. The Authorities will freely exchange spontaneously or upon request in written form the widest range of information available or obtainable. A request shall contain the following items:
 - a. name of the requesting Authority;
 - b. name of the requested Authority;
 - c. relevant factual and legal information;
 - d. concise exposition of the investigation carried out;
 - e. the potential link with the country of the requested Authority;
 - f. grounds of the request according to this Memorandum of Understanding (hereinafter referred to as “ MOU ”)(if the requesting Authority considers the request urgent, the requesting Authority must motivate the necessity of such urgency);
 - g. names of the parties on behalf of whom the request is sent;
 - h. description of contents of the requested information;
 - i. purpose of the use of the received information;
 - j. other data necessary for fulfilling of the request.For the proper execution of the request, the requested

Authority may apply that any additional information be provided, if necessary.

9. The Authorities will not refuse to provide assistance on the grounds that:
 - a. the request is also considered to involve fiscal matters;
 - b. laws require financial institutions or designated non-financial businesses and professions (except where the relevant information that is sought is held under circumstances where legal privilege or legal professional secrecy applies) to maintain secrecy or confidentiality;
 - c. there is an inquiry, investigation or proceeding underway in the Country of the requested Authority, unless the assistance would impede that inquiry, investigation or proceeding;
 - d. the nature or status (civil, administrative, law enforcement etc.) of the requesting Authority is different to the requested Authority;
 - e. the case to which the request refers to is not considered relevant or suspicious or the specific type of the predicate offence is not known in the analytical phase.
10. The Authorities will respond to requests in a timely manner. The Authorities will further use their best efforts to provide interim or partial responses in a timely manner in such cases where there may be a delay in providing a full response.
11. The information or document obtained from the respective Authority shall not be used or disseminated to the third parties, including other institutions or agencies of the Authority for purposes other than those for which it was provided, nor be used for investigative, judicial, or procedural purposes without the prior consent of the requested Authority. Any dissemination of the information to other authorities or any use of this information beyond those originally approved will be subject to prior authorization by the requested counterpart. The requesting

Authority shall not make use of the information received from the requested Authority as evidence in any proceedings including in administrative, prosecutorial, or judicial proceedings and such information is intended to be used for intelligence purposes only.

12. The prior consent for further use or dissemination will be granted by the Authorities promptly and to the largest extent possible. Such consent will not be refused unless this would fall beyond the scope of application of the providing Authority ' s AML/CFT provisions, could impair a criminal investigation, would be clearly disproportionate to the legitimate interests of a natural or legal person or the State of the providing Authority or would otherwise not be in accordance with fundamental principles of its national law.
13. Any refusal to provide the prior consent will be appropriately motivated and explained and the Authorities will explore alternative ways (e.g. through mutual legal assistance channels) to ensure that the information exchanged can be used by competent law enforcement agencies and prosecutors.
14. Upon request and whenever possible, the Authorities will provide feedback to the other Authority on the use of the information provided, as well as on the outcome of the analysis conducted, based on the information provided.
15. 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.
16. The Authorities, guided by the legislations and international obligations of their countries shall take the necessary administrative and technical measures to protect the information acquired under this MOU from accidental or illegal destruction, distortion, dissemination, and any

- other unlawful use. The information acquired under this MOU shall be stored no longer than it is needed in accordance with the purposes for which it was disclosed. The information shall be destroyed in compliance with the legal acts of each of the Authorities' countries.
17. Exchanges of information will take place in a secure way and through reliable channels or mechanisms. To this end, the Authorities will use the Egmont Secure Web, FIU.NET or other recognized networks that ensure levels of security, reliability and effectiveness at least equivalent to those of the Egmont Secure Web.
 18. 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.
 19. The rights and obligations of the Authorities determined by other international treaties where their countries participate should not be affected by the statements of this MOU.
 20. In interpreting and implementing this MOU, the Authorities will ensure consistency with the provisions of the Egmont Group, particularly with the "Charter" and the "Principles for Information Exchange between Financial Intelligence Units". The Authorities will abide directly by these provisions for any further issue which is not covered in this MOU.
 21. Communication between the Authorities shall take place in English.
 22. This MOU will become effective upon the date of signature by the Authorities.
 23. This MOU may be amended at any time by mutual consent in writing.
 24. This MOU is revocable at any time. The termination will become effective as from the reception of the written notification from the other Authority. The protection



requirements established in Section 11 for the information received under this MOU shall remain in force even after the termination of this MOU.

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

Done in duplicate in the English language, this English version being the agreed authentic text and each Authority takes the responsibility for establishing translation in their own language.

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

Hung-Chin Lee
Director

Date : 2017. 9. 13
Place : Taipei

FOR THE OFFICE FOR PREVENTION
OF LAUNDERING OF PROCEEDS
DERIVED FROM CRIMINAL
ACTIVITY OF THE

Viesturs Burkans
Head

Date : 2. 10. 2017
Place : Riga