

法規名稱：AGREEMENT BETWEEN THE ANTI-MONEY LAUNDERING DIVISION - AMLD-, INVESTIGATION BUREAU, MINISTRY OF JUSTICE OF THE REPUBLIC OF CHINA (TAIWAN) AND THE SUPERINTENDENCY OF BANKS THROUGH THE SPECIAL VERIFICATION INTENDANCY - IVE-OF THE REPUBLIC OF GUATEMALA CONCERNING COOPERATION IN THE EXCHANGE OF INFORMATION RELATED TO MONEY OR OTHER ASSETS LAUNDERING, ASSOCIATED PREDICATE OFFENCES AND TERRORISM FINANCING

簽訂日期：民國 108 年 07 月 03 日

生效日期：民國 108 年 07 月 03 日

THE ANTI-MONEY LAUNDERING DIVISION, INVESTIGATION BUREAU, MINISTRY OF JUSTICE, REPUBLIC OF CHINA (TAIWAN) - AMLD- AND THE SUPERINTENDENCY OF BANKS through its SPECIAL VERIFICATION INTENDANCY - IVE-, REPUBLIC OF GUATEMALA, hereinafter referred to as “ the Parties ”, desire, in a spirit of cooperation and mutual interest, to facilitate the analysis concerning cases of suspected money or other assets laundering, associated predicate offences and terrorism financing, with a view to exchanging information which may ultimately result in investigations and prosecutions by competent authorities in their respective Countries, pursuant to their legal frameworks.

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 Parties have agreed with the following:

1. The Parties shall cooperate to assemble, develop and analyze information relevant to suspected money or other assets laundering, associated predicate offences and terrorism financing, pursuant their national law.
2. The Parties shall freely exchange spontaneously or upon request the widest range of information available or obtainable, based on reciprocity.
3. The Parties shall provide all information that they would be able to obtain domestically. In particular, the Parties shall provide:
  - a. All information required to be accessible or obtainable directly or indirectly; this includes in particular the information that the Parties have the power to obtain for their domestic analysis;
  - b. Any other information which the Parties have the power to obtain or access, directly or indirectly, at the domestic level; and
  - c. Analysis of financial data, and exchange of studies and information on trends and typologies about money or other

assets laundering, associated predicate offences and terrorism financing, pursuant their national laws.

4. Information exchanged between the Parties shall be used only for intelligence purposes and will not be used as evidence in court.
5. All requests for information exchange and their responses under this Agreement, shall be in writing and duly signed by the Parties as follows:
  - a. For the Taiwanese Party, all information requests and responses from the Anti-Money Laundering Division, Investigation Bureau, Ministry of Justice (AMLDD), shall be signed by the Director or whoever acts on his/her behalf; and
  - b. For the Guatemalan Party, all information requests and responses from the Superintendency of Banks, through the Special Verification Intendancy (IVE) shall be signed by the Special Verification Intendant or whoever acts on his/her behalf.
6. If an Party is subject to legal process or proceedings that would require the disclosure of information it has received from the other Party, the Party subject to such process or proceedings shall immediately notify and seek the express consent of the other Party to disclose the information, and if consent has not been provided, reasonable efforts shall be taken to ensure that appropriate limitations are placed upon the disclosure.
7. To enable a timely and efficient execution of the requests, the Parties shall make their best efforts to provide, in the requests, relevant factual and legal information, including the description of the case being analyzed and the potential link with the country of the requested Party. They shall also indicate any need for urgency.
8. The Parties shall indicate the reasons for the requests, the authorities on behalf of whom those are sent and the purpose for which the information will be used.
9. The Parties will not refuse to provide assistance on the grounds that:
  - a. the request is also considered to involve fiscal matters;
  - b. laws and regulations 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 judicial proceeding underway in the Country of the requested Party, unless the assistance would impede that inquiry, investigation or proceeding;

- d. the nature or status (civil, administrative, law enforcement etc.) of the requesting Party is different to the requested Party;
  - 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 Parties shall acknowledge receipt of the requests and shall respond to such requests in a timely manner. The Parties shall 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 Parties shall use the information exchanged only for the purpose for which it was sought or provided. Any dissemination of the information to other authorities or any use of this information beyond those originally approved shall be subject to prior authorization by the requested Party.
  12. Each Party shall include warning notices on any responsive information that it is provided to any third party, including the parties identified in the request for information. The notices should be sufficient to place third parties on notice that the information cannot be disclosed to any other party, without the prior consent of the providing Party, and that the information will not be used as evidence in formal court proceedings.
  13. In any case where the requesting Party becomes aware that a court or tribunal may order the disclosure of such information or documents obtained in application of this Agreement, the requesting Party shall:
    - a. Perform the necessary steps to warn the requesting tribunal or court, about the existence of this Agreement in which the conditions under which such information was obtained and can be used;
    - b. Advise the disclosing Party of the possibility that an order for disclosure will be made; and
    - c. Advise the disclosing Party, without delay, as soon as it becomes aware that a court or tribunal has ordered the disclosure of the information or documents obtained based on this Agreement, and of the terms of any such order.
    - d. The requesting Party shall notify the disclosing Party, without delay and in writing, of any disclosure or misuse that is of their knowledge, of the information or documents obtained under this instrument, without the consent of the disclosing Party and shall advise of the steps that have been and/or will be taken to deal with the situation.
  14. The Parties will not require statements, reports, appraisals, or any intervention from officials or staff from

- the disclosing Party in any court or tribunal proceedings, or any administrative action, which may arise from the exchange or use of the information or documents obtained in application of this instrument.
15. The prior consent for further use or dissemination shall be granted by the Parties promptly and to the largest extent possible. Such consent shall not be refused unless this would fall beyond the scope of application of the providing Party ' s AML/CTF 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 Party providing the information or would otherwise not be in accordance with its national law.
  16. Any refusal to provide the prior consent shall be appropriately motivated and explained and the Parties shall explore alternative ways so that the information exchanged can be used by competent authorities.
  17. Upon request and whenever possible, the Parties shall provide feedback to the other Party on the use of the information provided.
  18. The information acquired in application of this Agreement is confidential. It is subject to official secrecy and is protected by the same confidentiality and/or secrecy as provided by the national legislation of each Party for similar information and documents from national sources. Notwithstanding the termination of this Agreement, this provision shall remain in effect after the termination of this Agreement.
  19. Exchanges of information shall take place in a secure way and through reliable channels or mechanisms. To this end, the Parties shall use the Egmont Secure Web. In the case that one or both Parties do not have access to the Egmont Group Secure Web, the communication and exchange of information will take place through other encrypted webs or channels that guarantee the same level of security, reliability and effectiveness, similar or equivalent to the Egmont Secure Web, which will be determined by mutual agreement.
  20. The Parties shall 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 Agreement.
  21. In interpreting and implementing this Agreement, the Parties shall ensure consistency with the provisions of the Egmont Group, particularly with the “ Charter ” and the “ Principles for Information Exchange between Financial Intelligence Units ” . The Parties shall abide directly by these provisions for any further issue which is not covered

- in this Agreement.
22. Communication between the Parties shall take place in English.
23. This Agreement may be amended, totally or partially, at any time by mutual consent in writing, duly signed by both Parties.
24. This Agreement is revocable at any time. The termination shall become effective as from the reception of the written notification from the other Party. The terms and conditions of this Agreement dealing with confidentiality and/or secrecy of the information and/or documentation received prior to the termination of this Agreement, shall remain in force after the termination of this Agreement.
25. This Agreement shall become effective upon the date of signature by the Parties.

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

Signed in The Hague, Kingdom of the Netherlands, on 3rd of July, 2019, in duplicate in Chinese, English and Spanish. In the event of any conflict or discrepancy of interpretation, the English text shall prevail.

For the Anti-Money  
Laundering Division  
(AMLD), Investigation  
Bureau, Ministry of  
Justice, Republic of  
China (Taiwan)

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Mr. Hung-Chin Lee  
(Gilbert Lee)

Director

For the Superintendency  
of Banks through the  
Special Verification  
Intendancy (IVE), Republic  
of Guatemala

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Lic. Saulo De Leon Duran

Special Verification Intendant