

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, THE UNITED REPUBLIC OF TANZANIA CONCERNING COOPERATION IN THE EXCHANGE OF FINANCIAL INTELLIGENCE RELATED TO MONEY LAUNDERING, ASSOCIATED PREDICATE OFFENCES AND TERRORISM FINANCING

簽訂日期：民國 107 年 07 月 02 日

生效日期：民國 107 年 07 月 02 日

The ANTI-MONEY LAUNDERING DIVISION, INVESTIGATION BUREAU, MINISTRY OF JUSTICE, REPUBLIC OF CHINA (TAIWAN) and the FINANCIAL INTELLIGENCE UNIT, THE UNITED REPUBLIC OF TANZANIA, hereinafter referred to as "the Authorities", desire, in a spirit of cooperation and mutual interest, 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. Objective and Scope:

- 1.1 The general objective of this Memorandum of Understanding (hereinafter referred to as “ MoU ”) is to establish a basis for the development of an effective collaboration mechanism between the Authorities in the exchange of information and to improve the coordination and efficiency of cooperation efforts between the Authorities.
- 1.2 The Authorities will cooperate with each other by providing information or intelligence to each other, on the basis of reciprocity, spontaneously or upon request, which may assist

in the investigation of persons suspected of having engaged in money laundering, terrorism financing, and proliferation of weapons of mass destruction or related criminal activity.

1.3 The purpose of this MoU is to develop and expand the framework of cooperation between the Authorities and to create a mutually beneficial relationship that will assist each Authority in the performance of their respective roles in ensuring effective compliance of their respective obligations.

2. Information Exchange

2.1 The Authorities will cooperate to assemble, develop and analyse information relevant to suspected money laundering, associated predicate offences and terrorism financing.

2.2 The Authorities will freely exchange spontaneously or upon request the widest range of information available or obtainable, based on reciprocity.

2.3 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.

2.4 In particular, the Authorities will exchange, freely, spontaneously or upon request any information that may be relevant to the investigative analysis functions of the Authorities that is available or obtainable based on the Authorities' respective powers and sources such as Suspicious Transaction Reports (STRs) / Suspicious Activity Reports (SARs); Threshold-Based Disclosures and other sources.

3. Compelled Disclosure

3.1 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.

4. Efficient Execution of Requests

4.1 To enable a timely and efficient execution of the requests, the Authorities will make their best efforts to provide, in the requests, relevant factual and legal information, including the description of the case being analysed and the potential link with the country of the requested Authority. They will also indicate any need for urgency.

4.2 The Authorities will indicate the reasons for the requests, the parties on behalf of whom those are sent and, to the extent possible, the purpose for which the information will be used.

5. Forms of Correspondence

5.1 All requests for information, responses to requests for information, exchanged information, notices, and consents provided pursuant to this MoU should be reduced to or ultimately confirmed in writing.

6. Limitations

6.1 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.

7. Response to Requests

7.1 The Authorities will acknowledge receipt of the requests and will respond to such 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.

8. Permitted Use and Disclosure of Information

8.1 The Authorities will 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 will be subject to prior authorization by the requested Authority.

8.2 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.

8.3 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.

8.4 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.

9. Confidentiality

9.1 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.

9.2 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 or other recognized networks that ensure levels of security, reliability and effectiveness at least equivalent to those of the Egmont Secure Web.

9.3 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.

9.4 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.

10. Language of Request

10.1 Communication between the Authorities shall take place in English.

11. Effective Date

11.1 This MoU will become effective upon the date of signature by the Authorities.

12. Amendment

12.1 This MoU may be amended at any time upon mutual consent between the Authorities. Any amendment agreed to will be reduced in writing and duly signed by authorised representatives of the respective Authorities. The said amendments shall form part of this MoU and will come into operation on a date as agreed upon by the Authorities.

13. Dispute Settlement

13.1 The Authorities shall work in spirit of openness, transparency and consultation to achieve the objective of this MoU.

13.2 In the event of any disagreement, controversy or dispute arising under this MoU, the Authorities hereto shall endeavor to settle such dispute amicably through dialogue and consultation.

14. Term and Termination

14.1 This MoU shall come into operation and remain effective from the date of last signature by authorised representatives of the Authorities unless terminated by either Authority.

14.2 This MoU may be terminated at any time. Either Authority may terminate this MoU by 30 days notice in writing to the other Authority. The termination will take effect immediately upon receipt of the written notice of termination from the other Authority.

14.3 The terms and conditions of this MoU dealing with the confidentiality of information received prior to the termination of this MoU will remain in force after the termination of this MoU.

15. Financial Matters

15.1 This MoU does not impose any financial responsibilities on either Authority except that each Authority will be

responsible for its own costs incurred in the
implementation of this MoU.

IN WITNESS WHEREOF, the undersigned, being duly authorised 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)

Hung-Chin Lee

Director

Date: 06/19/2018

Place: Taipei

FOR THE
FINANCIAL
INTELLIGENCE
UNIT, THE UNITED
REPUBLIC OF
TANZANIA

Onesmo H. Makombe

Commissioner

Date: 2ND JULY 2018

Place: DAR ES SALAAM