

中華民國（臺灣）

與

索羅門群島間

關於打擊洗錢及資助恐怖主義情報交換合作協定

中華民國（臺灣）法務部調查局洗錢防制中心與索羅門群島金融情報中心（以下簡稱雙方主管機關）基於互助及共同利益，以促進調查與追訴洗錢犯罪嫌疑人、資助恐怖主義及與洗錢有關犯罪之目的。

爰達成下列瞭解：

1. 雙方主管機關將合作彙整、發展、分析疑似涉及洗錢或其他相關犯罪之金融交易資訊，並主動或依請求交換涉及洗錢、資助恐怖主義及與洗錢犯罪有關犯罪活動之金融交易及相關個人或法人之資訊。任何交換資訊之請求，應以書面簡述基本事實。
2. 取得資訊之雙方主管機關不得提供予第三方。未經提供者事先同意，不得將取得之資訊用於行政、追訴及審判之目的。因本協定取得之資訊僅得用於特定犯罪之洗錢調查，洗錢的前置犯罪須為雙方刑法均規範之犯罪行為。

3. 雙方主管機關未經提供資訊或文書之他方事先同意，不得將取得之任何資訊或文書運用於本協定規範外之目的。
4. 因本協定規範所得之資訊，應列為機密資料，接受方應列為官方機密資料，並依其國內法核定與其國內同等資訊至少相同機密等級，予以保護。本條款於本協定終止後，亦適用之。
5. 雙方主管機關應在符合其國內相關法令之情形下，共同安排雙方均可接受之溝通程序，就協定之執行互相諮詢。
6. 雙方主管機關間之通訊應儘可能以英文為之。
7. 若請求協助之相同案件已進入司法程序，則雙方主管機關均無義務提供協助。
8. 本協定得經雙方同意，隨時修正之。
9. 本協定得隨時終止之。並於一方主管機關收受他方主管機關之書面通知後，失其效力。
10. 本協定自雙方主管機關簽署之日起生效。

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本協定以英文及中文簽署，二種文字約本同一作準，西元 2007 年 07 月 25 日訂於 澳洲 伯斯。

中華民國（臺灣）

索羅門群島

周有義

外 14
Michael Otoara Ha' apio

主任

首長

主任

首長

洗錢防制中心

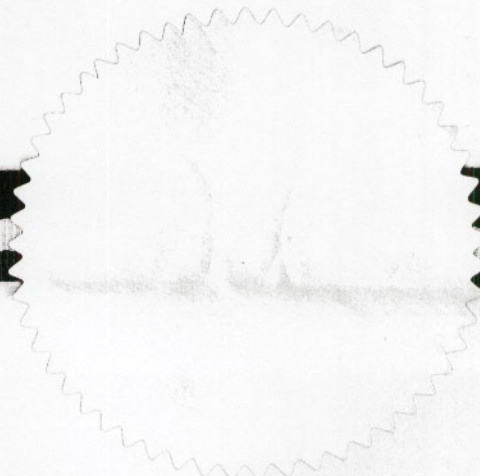
索羅門群島金融情報中心

調查局

法務部



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**AGREEMENT
BETWEEN
THE REPUBLIC OF CHINA (TAIWAN)
AND
SOLOMON ISLANDS
CONCERNING COOPERATION IN THE EXCHANGE
OF INTELLIGENCE
TO COMBAT MONEY LAUNDERING AND
FINANCING TERRORISM**

The competent authorities of the Republic of China (Taiwan) (Money Laundering Prevention Center, Investigation Bureau, Ministry of Justice) and Solomon Islands (Financial Intelligence Unit), hereinafter referred to as "the Authorities", desire, in a spirit of cooperation and mutual interest, to facilitate the investigation and prosecution of persons suspected of money laundering, financing terrorism and criminal activity related to money laundering.

To that end, they have reached the following understanding:

1. The Authorities will cooperate to assemble, develop and analyze information in their possession concerning financial transactions suspected of being related to money laundering, financing of terrorism or criminal activities connected with money laundering. To that end, the Authorities will exchange spontaneously or upon request any available information that may be relevant to the investigation by the Authorities into financial transactions related to money laundering and the persons or legal entities involved. Any request for information will be justified by a brief statement of the underlying facts.
2. The information or documents obtained from the respective Authorities will not be disseminated to any third party, nor be used for administrative, prosecutorial or judicial purposes without prior consent of the disclosing Authority. It is understood that information obtained in accordance with this Agreement can only be used in connection with investigations related to money laundering originating from

specific categories of criminal activity. The predicate offenses for the offense of money laundering are defined as acts that would be criminal offenses under both jurisdictions' penal laws, had the offense been committed in that jurisdiction.

3. The Authorities will not permit the use or release of any information or document obtained from the respective Authorities for purpose other than those stated in this Agreement, without prior consent of the disclosing Authority.
4. The information acquired in application of the present Agreement 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 the Agreement, this provision shall remain in application.
5. 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 Agreement.

6. Communication between the Authorities will as far as possible take place in English.
7. The Authorities are under no obligation to give assistance if judicial proceedings have already been initiated concerning the same facts as the request is related to.
8. This Agreement may be amended at any time by mutual consent.
9. This Agreement is revocable at any time. The termination will become effective as from the reception of the written notification from the other Authority.
10. This Agreement will become effective upon the signature by the Authorities.

Signed at Perth, Australia, on the 25 date of July, 2007, in the English and Chinese languages, both texts being equally authentic.

For the Republic of China (Taiwan)

For Solomon Islands

yu-yi Chou

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Michael Otoara Ha'apio

Yu-yi CHOU

Michael Otoara Ha'apio

Director

Head

Money Laundering Prevention Center

Solomon Islands Financial

Investigation Bureau

Intelligence Unit

Ministry of Justice

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