

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MONEY LAUNDERING PREVENTION CENTER,
INVESTIGATION BUREAU, MINISTRY OF JUSTICE,
REPUBLIC OF CHINA (TAIWAN)
AND
THE FINANCIAL INVESTIGATION UNIT OF
GOVERNMENT OF THE COOK ISLANDS

CONCERNING COOPERATION IN THE EXCHANGE
OF FINANCIAL INTELLIGENCE RELATED TO MONEY
LAUNDERING AND FINANCING OF TERRORISM

The Money Laundering Prevention Center, Investigation Bureau, Ministry of Justice, Republic Of China (Taiwan) and The Financial Investigation Unit of Government of The Cook Islands, hereinafter referred to as “the Authorities”, desire, in a spirit of cooperation and mutual interest, and within the framework of each Authority’s national legislation, to facilitate the prevention

and detection of money laundering and also to facilitate the analysis and investigation of persons or companies suspected of criminal activity related to money laundering and/or financing of terrorism.

To those ends, they have reached the understandings set forth below:

1. Scope of Cooperation

The Authorities will cooperate to exchange financial intelligence, in the form of information or documents concerning financial transactions suspected of being related to money laundering or criminal activities connected with money laundering and/or financing of terrorism. To that end, the Authorities will exchange spontaneously or upon request any available financial intelligence that may be relevant to the investigation by the Authorities into financial transactions related to money laundering and/or financing of terrorism and the persons or companies involved.

2. Requests for Financial Intelligence

The requesting Authority should disclose to the requested Authority at a minimum the reason for the request, the purpose for which the information will be used and enough information to enable the requested Authority to determine whether the request complies with its domestic law.

3. Uses of Financial Intelligence

- a. Financial intelligence exchanged between the Authorities may be used only for the specific purpose for which the financial information was sought or provided.
- b. The receiving Authority may not transfer financial intelligence shared by a disclosing Authority to a third party, nor make use of the financial intelligence for investigative, prosecutorial or judicial purposes, without the prior consent of the disclosing Authority.
- c. It is understood that information obtained in accordance with this Memorandum can be used in justice only when related to money laundering originating from predicate

offences and/or related to financing of terrorism as provided by the national legislation of the respective Authorities.

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4. Confidentiality of Financial Intelligence

The financial intelligence acquired in application of this Memorandum and the fact that the information was provided should be kept confidential. It should be protected by at least the same confidentiality as provided by the national legislation of the receiving Authority for similar information from national sources.

5. Refusal of Providing Financial Intelligence

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.

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6. Working Meetings and Consultations

If necessary, the representative of the Authorities will hold working meetings and consultations in order to discuss how

to reinforce the cooperation within this Memorandum, and make it more efficient.

7. *Communication between the Authorities*

Communication between the Authorities shall as far as possible take place in English.

8. *Effective date; Amendment; Termination*

- a. This Memorandum will become effective upon signature by the Authorities.
- b. This Memorandum may be amended at any time, in writing, as mutually arranged by the Authorities.
- c. Either Authority may terminate this Memorandum of Understanding by 3 months' notice in writing to the other Authority.
- d. Notwithstanding, the termination of this Memorandum of Understanding, the confidential provision refer to in Article 4, shall remain in application.

IN WITNESS WHEREOF, the undersigned have signed this Memorandum at Perth, Australia on 25 day of July 2007 in duplicate in the English language.

Signed:

Yu-Yi Chou

Yu-Yi Chou

Director

Money Laundering Prevention Center

Ministry of Justice

Republic of China(Taiwan)

Signed:

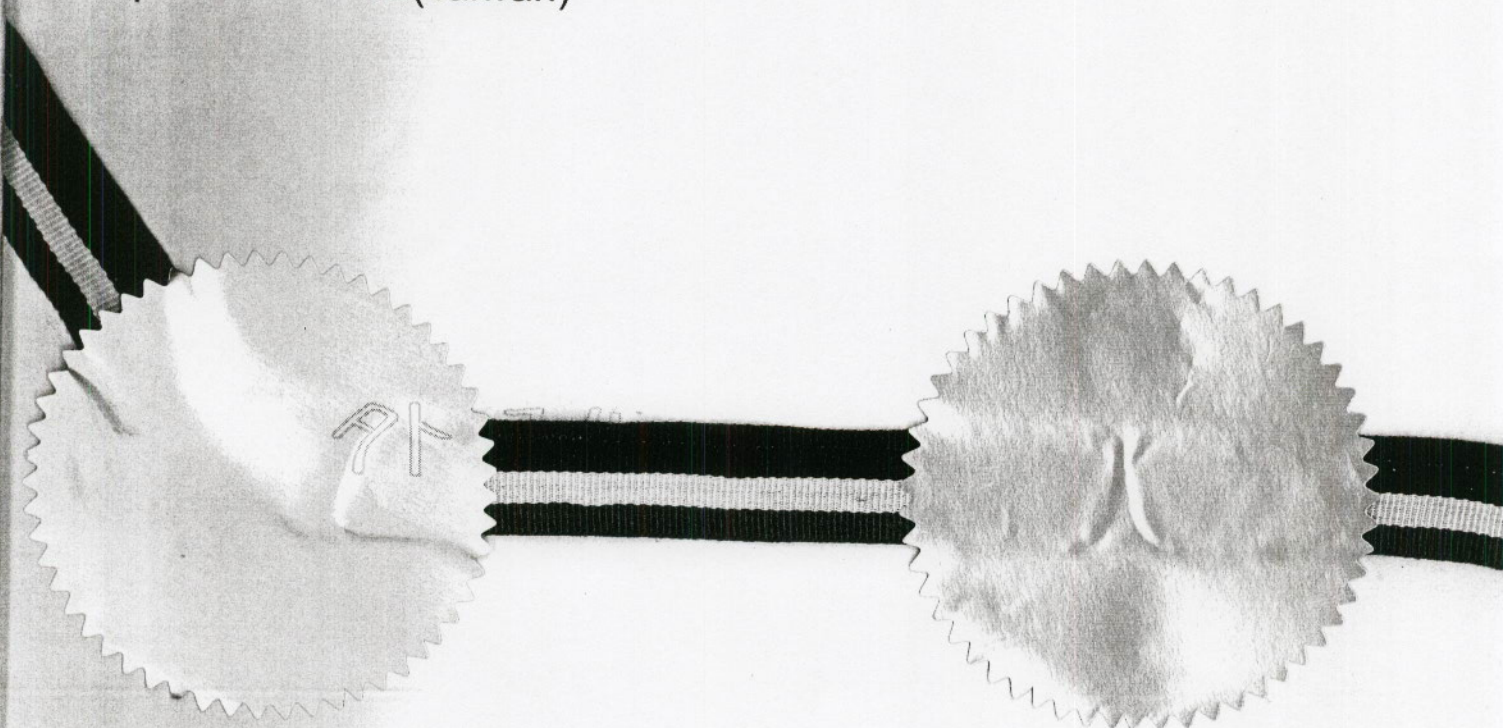
Bob WILLIAMS

Bob WILLIAMS

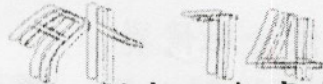
Head of FIU

Financial Investigation Unit

Government of The Cook Islands



中華民國（臺灣）法務部調查局洗錢防制中心與庫克群島金融情報中心
關於與洗錢及資助恐怖主義相關金融情資交換合作瞭解備忘錄



中華民國（臺灣）法務部調查局洗錢防制中心與庫克群島金融情報中心，以下簡稱“雙方”，基於合作信念及共同利益，在各方國家法律架構下，為便利預防及偵查洗錢行為，並且便利調查及分析涉嫌洗錢犯罪及資助恐怖主義犯罪行為之個人或公司，為此，雙方達成下列瞭解：

1. 合作範圍

雙方將合作交換金融情資，其形式為疑似與洗錢相關金融交易或與洗錢及資助恐怖主義相關犯罪行為之文件及資訊。為此目的，雙方將主動或依請求就調查個人或公司涉嫌洗錢及/或資助恐怖主義之金融交易，進行金融情資交換。

2. 請求提供金融情資

請求方至少應向被請求方說明提出請求之理由、該資訊之用途及足供讓被請求方決定該項請求是否符合其國內法律之充足資訊。

3. 金融情資運用

- a. 雙方金融情資之交換僅限運用於該金融資訊被請求或提供時所敘明之特定目的。
- b. 接受方在未獲得提供方事先同意，不可將所獲之金融情資揭露給第三方，亦不可將該金融資訊作為調查、起訴及審判之用途。
- c. 雙方理解依據本備忘錄所取得之資訊僅用於各自相關法規規範之洗錢前置犯行及/或資助恐怖主義犯行。

4. 金融情資保密

依本備忘錄取得之金融情資及該資訊提供情形都應加以保密。上揭資訊應至少比照接受方國家法律給予類似國家機密資訊相同之保密。

5. 拒絕提供金融情資

若與請求相關之同一事實已進入司法程序，雙方無義務提供協助。

6. 工作會議與諮商

如果有必要，雙方代表將舉行工作會議與諮商，討論如何加強本備忘錄之各項合作事宜，使之更具效率。

7. 執行方式

雙方溝通應儘量以英文為之。

8. 生效日期、修正與終止

- a. 本備忘錄於雙方簽署後生效。
- b. 本備忘錄得經雙方協議隨時以書面修正。
- c. 任一方得在30天前以書面通知對方終止本備忘錄。
- d. 當本備忘錄終止時，第4條保密條款仍應續予適用。

本備忘錄以英文各繕二份，由雙方代表於2007年____月____日簽署，以昭信守。

簽署：

簽署：

周有義

主任

法務部調查局洗錢防制中心

中華民國（臺灣）

Bob WILLIAMS

首長

金融情報中心

庫克群島