

**MEMORANDUM OF UNDERSTANDING****BETWEEN  
THE ANTI-MONEY LAUNDERING DIVISION, INVESTIGATION  
BUREAU, MINISTRY OF JUSTICE, REPUBLIC OF CHINA (TAIWAN)  
AND  
THE FINANCIAL AND ECONOMIC ANALYSIS UNIT  
OF THE REPUBLIC OF ECUADOR**

The competent authorities of the Anti-Money Laundering Division, Investigation Bureau, Ministry of Justice, Republic of China (Taiwan), and the Financial and Economic Analysis Unit (“*FEAU*”) of the Republic of Ecuador, hereinafter referred to as “Authority (ies)”, desire, in a spirit of cooperation, reciprocity, and mutual interest, to facilitate the exchange of information and analysis to combat and prevent money laundering, financing of terrorism and the proliferation of weapons of mass destruction.

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”, Authorities have reached the following understanding:

**Obligations for the Authority making the request**

1. When requesting co-operation, Authorities shall make their best efforts to provide complete, factual and, as appropriate, legal information including the description of the case being analyzed and the potential link with the country receiving the request. This includes indicating any need for urgency, to enable timely and efficient execution of the requests.
2. Authorities may decide to exchange information indirectly with non-counterparts in response to requests from competent authorities. Authorities shall ensure that the competent authority requesting the information indirectly always makes it clear who they are requesting the information for, and for what purpose.
3. Upon request and whenever possible, Authorities shall provide feedback to their foreign counterparts on the use of the information provided, as well as on the outcome of the analysis conducted, based on the information provided.
4. The Authority requesting information shall disclose, to the Authority that will process the request, the reason for the request, and to the extent possible the purpose for which the information will be used, and provide enough information to enable the Authority receiving the request to provide information lawfully.
5. Requests for information that are sent simultaneously to several Authorities shall be justified with a clear explanation of the link that involves the specific set of countries. Requests for information shall not be sent to large distribution lists if the link is not justifiable to all recipients.



**Obligations for the Authority receiving the request**

6. Authorities shall exchange:

- (a) All information required to be accessible or obtainable directly or indirectly by the Authority under the FATF Recommendations, in particular under Recommendation 29;
- (b) Any other information which they have the power to obtain or access, directly or indirectly, at the domestic level, subject to the principle of reciprocity.

7. Authorities shall acknowledge receipt of requests, respond to urgent requests for information by the deadline, and provide interim partial or negative responses in a timely manner.

**Unreasonable or unduly restrictive conditions and refusal to international co-operation**

8. Authorities shall not prohibit or place unreasonable or unduly restrictive conditions on exchanging information or providing assistance. In particular, Authorities shall not refuse a request for 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 criminal proceedings underway in the Jurisdiction receiving the request, 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 its foreign counterpart Authority.

9. Authorities receiving requests may, as appropriate, refuse to provide information if the requesting Authority cannot protect the information effectively.

10. Authorities receiving requests shall promptly, and to the largest extent possible, grant prior consent to disseminate the information to competent authorities. The Authority receiving the request shall not refuse consent to such dissemination unless this would fall beyond the scope of application of its AML/CFT laws and regulations, could impair a criminal investigation, would be clearly disproportionate to the legitimate interests of a natural or legal person or the Jurisdiction of the providing Authority, or would otherwise not be in accordance with fundamental principles of its domestic law. Any such refusal to grant consent shall be appropriately explained.

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11. Co-operation may also be refused, as appropriate, on the grounds of lack of reciprocity or recurring inadequate co-operation. All cases that are refused must be justified, and Authorities shall make all efforts to provide an explanation when the requested co-operation cannot be provided.

#### **Data protection and confidentiality**

12. Information received, processed, held or disseminated by requesting Authorities must be securely protected, exchanged and used only in accordance with agreed procedures, policies and applicable laws and regulations.

13. Authorities must, therefore, have rules in place governing the security and confidentiality of such information, including procedures for handling, storage, dissemination and protection of, as well as access to, such information.

14. Authorities shall ensure their staff members have the necessary security clearance levels and understand their responsibilities in handling and disseminating sensitive and confidential information.

15. Authorities shall ensure there is limited access to their facilities and information, including information technology systems.

16. Exchanged information shall be used only for intelligence purposes and the purpose for which the information was sought or provided. Any dissemination of the information to other authorities or third parties, or any use of this information for administrative, investigative, prosecutorial or judicial purposes, beyond those originally approved, shall be subject to prior authorization by the requested Authority.

17. At a minimum, exchanged information must be treated and protected by the same confidentiality provisions that apply to similar information from domestic sources obtained by the Authority receiving the request.

#### **Channels for the exchange of information**

18. Exchanges of information shall take place in a secure way, and through appropriate channels.

19. To this end, Authorities shall abide the principles of Egmont and use the “Egmont Secure Web” to ensure the levels of security, reliability and effectiveness.

20. Authorities shall ensure access to, and use of, the “Egmont Secure Web” to be securely protected and reserved to authorized personnel. The equipment and passwords used for these channel must be securely protected.

21. Authorities shall be aware of the standards of security, reliability, efficiency and effectiveness applied in the use of the “Egmont Secure Web” and the “Principles of Egmont”.

#### **Commencement, amendment and termination**

22. This Memorandum of Understanding shall enter into force upon the date of last signature by the Authorities.





23. This Memorandum of Understanding may be amended in writing at any time by mutual consent.

24. This Memorandum of Understanding may be terminated at any time. The termination will become effective as from the reception of the written notification from the other Authority. The provisions of this Memorandum of Understanding ensuring the confidentiality of the information received prior to the termination of this Memorandum of Understanding shall remain in force after its termination.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Memorandum of Understanding.

Signed in duplicate in the English language. The Authorities may establish translations in their own domestic language(s). In event of any conflict or discrepancy between the English text and any translation thereof, the English text shall prevail.

<p>For the Anti-Money Laundering Division, Investigation Bureau, Ministry of Justice, Republic of China (Taiwan)</p> <p></p> <p><i>Mike Chia-Jui Lan</i> Director</p> <p>Date: <u>17/02/2021</u></p> <p>Place: <u>Taipei</u></p>	<p>For the Financial and Economic Analysis Unit of The Republic of Ecuador</p> <p></p> <p><i>José Leopoldo Quirós Rumbra</i> General Director</p> <p>Date: <u>24/02/2021</u></p> <p>Place: <u>Quito</u></p>
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