



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

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

The Anti-Money Laundering Division, Investigation Bureau, Ministry of Justice, Republic of China (Taiwan) and the Financial Intelligence Analysis Unit, Republic of Malta, hereafter referred to as the “Authority” or collectively 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, the Authorities have reached the following understanding:

1. EXCHANGE OF INFORMATION

1.1 The Authorities will cooperate to assemble, develop and analyse information relevant to suspected money laundering, associated predicate offences and terrorism financing. To that end, the Authorities will freely exchange spontaneously or upon request the widest range of information available or obtainable.

2. REQUESTS FOR INFORMATION

2.1 The requested Authority will acknowledge receipt of the requests and will respond to such requests in a timely manner. The requested Authority will further use its 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.

2.2 To enable a timely and efficient execution of the requests, every request for information shall include:

- a. relevant factual and legal information, including a description of the case being analysed and the potential link with the country of the requested Authority;

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- b. the reason for the request;
- c. the parties requesting the information, where applicable;
- d. the purpose for which the information will be used; and
- e. an indication as to whether the request is urgent or not.

2.3 The requested Authority will respond to queries on behalf of the requesting Authority and provide all information that it would be able to obtain if such queries were carried out domestically. In particular, the requested Authority 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.

3. DISCLOSURE AND USE OF INFORMATION

3.1 Any information obtained pursuant to this Memorandum of Understanding (hereinafter referred to as "MoU") shall not be disclosed to any third party or used for purposes other than those for which the information was sought or provided.

3.2 Any dissemination of the information to other authorities or any use of this information beyond those originally approved will be subject to the prior express consent of the requested counterpart. Provided that a disclosure made in order to obtain information from a third party for the purpose of responding to a request for information made by the requesting Authority under this MoU shall not require the prior consent of the requesting Authority.

3.3 The prior consent for further use or dissemination of the information will be granted by the requested Authority promptly and to the largest extent possible. Such consent will not be refused unless this would fall beyond the scope of application of the requested 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 requested Authority or would otherwise not be in accordance with fundamental principles of its national law. In urgent circumstances, in order to expedite proceedings, a request for information and a request to disseminate the requested information to third parties may be made concurrently by the requesting Authority.

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3.4 Any refusal to provide the prior consent will be appropriately motivated and explained.

4. CONFIDENTIALITY

4.1 Each Authority acknowledges that the information exchanged by virtue of this MoU is confidential and subject to official secrecy, and warrants to the other that it will treat any information exchanged with the same confidentiality obligations as provided by the national legislation of the requesting Authority for similar information from national sources.

5. REFUSAL TO PROVIDE INFORMATION

5.1 The requested Authority may refuse to provide information to the requesting Authority on the grounds of lack of reciprocity or repeated non-cooperation or where providing information would otherwise not be in accordance with fundamental principles of their respective national laws.

5.2 Where the requested Authority refuses to exchange information with the requesting Authority, it shall inform the requesting Authority accordingly in writing, including the reasons for such refusal. The requested Authority, before refusing a request for information, shall consider whether under different conditions it would be able to reply to that request and shall inform the requesting Authority accordingly.

5.3 The requested Authority 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 or impair that inquiry, investigation or proceeding;
- d. the nature or status (civil, administrative, law enforcement etc.) of the requesting Authority is different to that of 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.

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6. FEEDBACK

- 6.1 Upon request and whenever possible, the requesting Authority will provide feedback to its foreign counterpart on the use of the information provided, as well as on the outcome of the analysis conducted on the basis of the information provided.

7. COMMUNICATIONS

- 7.1 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, any successor system, or any other network agreed to between the Authorities that ensures levels of security, reliability and effectiveness at least equivalent to those of the Egmont Secure Web.

- 7.2 Any communications between the Authorities for the purposes of this MoU or any exchange of information shall take place in English.

8. INTERPRETATION AND IMPLEMENTATION

- 8.1 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”.

9. AMENDMENTS

- 9.1 This MoU may be amended at any time by mutual consent and such amendment shall be made in a separate document which shall form an integral part of this MoU.

10. DURATION AND TERMINATION

- 10.1 This MoU shall be valid for an indefinite period of time and shall become effective upon the date of the last signature by the Authorities.

- 10.2 This MoU shall be revocable at any time by either Authority. The termination shall become effective thirty (30) days from the receipt by any Authority of the written notification to this effect from the other Authority. The terms and conditions of this MoU dealing with confidentiality shall, with respect to information exchanged prior to the termination, remain in effect after the termination of this MoU.

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

Signed in two copies at New Taipei City on May 4 / 2022 /, by the Anti-Money Laundering Division (Taiwan) and at Valletta on May / 10 / 2022 /, by the Financial Intelligence Analysis Unit (Malta), in the English language. Each Authority shall take the responsibility of translating the MoU in its own language.

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

Financial Intelligence Analysis Unit,
Republic of Malta

Mr Mike Chia Ju Lan
Director

Mr Kenneth Farrugia
Director

Date: May 4, 2022

Date: May 10, 2022

Place: New Taipei City

Place: Valletta