



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ANTI-MONEY LAUNDERING DIVISION, INVESTIGATION BUREAU,
MINISTRY OF JUSTICE, REPUBLIC OF CHINA (TAIWAN)
AND
THE FINANCIAL FOLLOW-UP UNIT, STATE OF PALESTINE
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 FOLLOW-UP UNIT, STATE OF PALESTINE, hereinafter referred to singularly as the "Party" and collectively as "the Parties", 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 pursuant to the prevailing laws and regulations of the respective Parties.

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 Parties have reached the following understanding:

1. The Parties will cooperate to assemble, develop and analyse information in their possession concerning transactions with funds or other assets, suspected of being related to money laundering, associated predicate offences and terrorism financing.
2. The Parties will freely exchange spontaneously or upon request the widest range of information available or obtainable, based on reciprocity. To this end, each Party will use its powers under the national legislations, to obtain further information.
3. The Parties 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

Lau

Quasi



- domestically. In particular, the Parties will provide:
- a. all information required to be accessible or obtainable directly or indirectly; this includes in particular the information that the Parties have the power to obtain for their domestic analysis; and
 - b. any other information which the Parties have the power to obtain or access, directly or indirectly, at the domestic level.
4. In particular, the Parties will provide the following types of information, based on their respective sources and powers:
- a. Suspicious Transaction Reports (STRs) / Suspicious Activity Reports (SARs);
 - b. Threshold-Based Disclosures; and
 - c. Any information the Parties can access or obtain directly or indirectly in accordance with the laws of the Parties and Article 3 in this Memorandum of Understanding (hereinafter referred to as “MOU”), except where the relevant information that is sought is held under circumstances where legal privilege or legal professional secrecy applies.
5. If a Party is subject to legal process or proceedings that would require the disclosure of information it has received from the other Party, the Party subject to such process or proceedings will immediately notify and seek the express consent of the other Party 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. The receiving Party may use such information only in respect to offences under investigation that are described in the request (in the case of a request), and in all cases only for intelligence purpose after acquiring consent from the requested Party.
6. To enable a timely and efficient execution of the requests, the Parties will make their best efforts to provide, in the requests, the requesting Party’s name, the requested Party’s name, relevant factual and legal information, including the description of the case being analysed and the potential link with the country of the requested Party. They will also indicate any need for urgency.
7. The Parties will indicate the reasons for the requests, the parties on behalf of whom

Lan



- those are sent and, to the extent possible, the purpose for which the information will be used and any other information for its execution.
8. The Parties 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 Party, unless the assistance would impede that inquiry, investigation or proceeding;
 - d. the nature or status (civil, administrative, law enforcement etc.) of the requesting Party is different to the requested Party;
 - 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.
 9. The Parties will acknowledge receipt of the requests and will respond to such requests in a timely manner. The Parties 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.
 10. The Parties 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 Party.
 11. The prior consent for further use or dissemination will be granted by the Parties 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 Party'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 Party or would otherwise not be in accordance with fundamental principles of its national law.

Lan

Amash



12. Any refusal to provide the prior consent will be appropriately motivated and explained and the Parties 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.
13. Upon request and whenever possible, the Parties will provide feedback to the other Party on the use of the information provided, as well as on the outcome of the analysis conducted, based on the information provided.
14. 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 Party for similar information from national sources.
15. Exchanges of information will take place in a secure way and through reliable channels or mechanisms. To this end, the Parties 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.
16. The Parties 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.
17. In interpreting and implementing this MOU, the Parties 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 Parties will abide directly by these provisions for any further issue which is not covered in this MOU.
18. Communication between the Parties shall take place in English.
19. This MOU will become effective upon the date of signature by the Parties.
20. This MOU may be amended at any time by mutual consent in writing. Such amendments will be made in a form of separate document being an integral part of this MOU and will enter into force on the date of its signature.
21. Any disagreement that may arise from the interpretation or implementation of this MOU will be resolved by negotiations and consultations between the Parties.



22. This MOU may be terminated at any time. The termination will become effective as from the reception of the written notification from the other Party.

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

Signed at Riga, on this 13 of July, 2022, in duplicate in the English language and each Party 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)**

**FOR THE FINANCIAL FOLLOW-
UP UNIT, STATE OF PALESTINE**

**Mike C.J. LAN
Director**

**Firas Murrar
Director**

