

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE ANTI-MONEY LAUNDERING DIVISION, INVESTIGATION BUREAU,  
MINISTRY OF JUSTICE, REPUBLIC OF CHINA (TAIWAN)  
AND  
THE OFFICE FOR MONEY LAUNDERING PREVENTION, MINISTRY OF  
FINANCE, REPUBLIC OF SLOVENIA  
  
CONCERNING COOPERATION IN THE EXCHANGE OF FINANCIAL  
INTELLIGENCE RELATED TO MONEY LAUNDERING AND TERRORIST  
FINANCING

The ANTI-MONEY LAUNDERING DIVISION, INVESTIGATION BUREAU, MINISTRY OF JUSTICE, REPUBLIC OF CHINA (TAIWAN) and the OFFICE FOR MONEY LAUNDERING PREVENTION, MINISTRY OF FINANCE, REPUBLIC OF SLOVENIA, hereinafter referred to singularly as the "Authority" and collectively as "the Authorities", desire, in a spirit of cooperation and mutual interest, to facilitate the investigation and prosecution of persons suspected of money laundering and terrorist financing and criminal activity related to money-laundering and terrorist financing.

To that end, the Authorities have reached the following understanding :

1. The Authorities will cooperate to assemble, develop and analyse information in their possession concerning financial transactions suspected of being related to money laundering and terrorist financing or criminal activities connected with money laundering and terrorist financing. 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 terrorist financing and the persons or companies involved. Any request for information will be justified by a brief statement of the underlying facts. The requesting Authority should disclose, to the Authority that will process the request, at a minimum the reason for the request, the purpose for which the information will be used and enough information to enable the receiving Authority to determine whether the request complies with its domestic law.
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 written consent of the disclosing Authority. Where appropriate, especially in the case of urgent requests, and in order to speed up proceedings, the requesting Authority may ask for prior consent for further use of the information to be granted directly together with the reply itself.
3. Every refusal to exchange information will be specified, including the reasons for refusal. Before refusing a certain request, the Authority will estimate,

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whether the request could be dealt with and answered under different conditions. In such a case, the requesting Authority must respect these conditions.

4. The Authorities will not permit the use or release of any information or document obtained from the respective Authorities for purposes other than those stated in this Memorandum of Understanding (hereinafter referred to as "MoU"), without the prior consent of the disclosing Authority. Every refusal to give consent for the use or release of any information or document will be specified, including the reasons for refusal.
5. The information acquired in application of the present 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 Authority for similar information from national sources. All information exchanged on the basis of this MoU must be subjected to strict controls and safeguards to ensure that the information is used only in an authorized manner, consistent with national provisions on privacy and data protection. The information exchanged under this MoU shall not be accessible by any other authorities, agencies or departments.
6. Where the requested Authority desires feedback on how the information it provided was used, it shall request this explicitly. When the requesting Authority is not able to obtain this information, it should reply stating the reasons why the requested feedback cannot be provided.
7. 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 MoU. The exchange of information between both Authorities shall take place in a secure way, primarily with the use of the Egmont Secure Web (ESW) or other recognized networks that ensure level of security, reliability and effectiveness at least equivalent to those of ESW.
8. 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". The Authorities will abide directly by these provisions for any further issue which is not covered in this MoU.
9. Communication between the Authorities shall take place in English language.
10. 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. A written explanation shall be provided to the requesting Authority.
11. This MoU may be amended at any time by mutual consent in writing.
12. This MoU may be terminated at any time. The termination will become effective as from the date of the reception of the written notification from the other Authority.

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13. This MoU will become effective upon the date of the last signature of both Authorities.

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

Signed in duplicate in the English language and each Authority taking the responsibility for establishing translation in their own language.

**FOR THE ANTI-MONEY  
LAUNDERING DIVISION,  
INVESTIGATION BUREAU,  
MINISTRY OF JUSTICE,  
REPUBLIC OF CHINA (TAIWAN)**



**Mike C.J. LAN  
Director**

Date: Sept. 7, 2022

Place: New Taipei City, Taiwan

**FOR THE OFFICE FOR MONEY  
LAUNDERING PREVENTION,  
MINISTRY OF FINANCE,  
REPUBLIC OF SLOVENIA**



**Anika VRABEC BOŽIČ, MSc.  
Acting Director**

Date: 14.9.2022

Place: Ljubljana, Slovenia

