



**AGREEMENT
BETWEEN**

THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN)

Represented by the Anti-Money Laundering Division
Investigation Bureau
Ministry of Justice
Republic of China (Taiwan)

AND

THE GOVERNMENT OF THE REPUBLIC OF NAURU

Represented by the Financial Intelligence Unit (FIU)
Department of Justice and Border Control
Republic of Nauru

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

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WHEREAS THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN) represented by the Anti-Money Laundering Division, the Investigation Bureau, Ministry of Justice, Republic of China (Taiwan) and THE GOVERNMENT OF THE REPUBLIC OF NAURU represented by the Financial Intelligence Unit, Department of Justice and Border Control, Republic of Nauru (hereinafter referred to singularly as the “Party” and collectively as the “Parties”), recognising the existing relations between them and in the spirit of cooperation, desire by means of this Agreement, to establish an understanding and effective partnership to facilitate the analysis concerning cases of suspected money laundering, associated predicate offences and terrorism financing, with a view to disseminate and share intelligence information which may ultimately result in investigations and prosecutions by the Parties in their respective Countries. **WHEREAS** the Parties, recognising that information and intelligence sharing is necessary to enhance the performance of the Parties respective statutory functions.

WHEREAS the Parties have read and considered the relevant documents of the Egmont Group and, particularly, the “Charter” and the “Principles for Information Exchange between Financial Intelligence Units”.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

For the purposes of this Agreement:

‘Requesting Party’ means a Party making a request under this Agreement; and

‘Requested Party’ means the Party to whom a request is made under this Agreement;

ARTICLE 2 PURPOSE

- 2.1 This Agreement is to provide a framework for cooperation between the Parties in relation to the sharing of information and intelligence in order to assist each Party in the effective performance of their statutory functions.

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- 2.2 In addition to exchange of financial intelligence, the Parties will cooperate in other ways. This may include the exchange of general information regarding money laundering, terrorism financing and other related criminal activities, including analysis of financial data and exchange of studies, researches and information on current, new and emerging trends and typologies in money laundering and terrorism financing.

ARTICLE 3

SCOPE OF COOPERATION

- 3.1 The Parties shall cooperate to assemble, exchange, develop and analyse information relevant to suspected money laundering, associated predicate offences and terrorism financing.
- 3.2 The Parties shall freely exchange spontaneously or upon request, the widest range of information available or obtainable, based on reciprocity.
- 3.3 The Parties shall conduct queries on behalf of the Requesting Party and provide all intelligence information that would be obtained if such queries were carried out domestically. In particular, the Parties shall provide:
- (a) all information required to be accessible or obtainable directly or indirectly; this includes 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.

ARTICLE 4

ACCESS TO INFORMATION

- 4.1 Upon request for cooperation, the Parties shall have access to the widest possible range of financial, administrative and law enforcement information.
- 4.2 Subject to subclause 4.1, the Parties shall provide the following types of information, based on their respective sources and powers:

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- (a) Suspicious Transaction Reports (STRs) / Suspicious Activity Reports (SARs);
- (b) Threshold-Based Disclosures; and
- (c) Other related intelligence reports.

ARTICLE 5 COMPELLED DISCLOSURE

If the Requesting Party is subject to legal process or proceeding that would require the disclosure of information it has received from the Requested Party, the Requesting Party shall immediately notify and seek the written consent of the Requested Party to disclose the information, and if consent has not been provided, reasonable efforts shall be taken to ensure that the information will not be disseminated to any third party or that appropriate limitations are placed upon the disclosure.

ARTICLE 6 MAKING A REQUEST FOR INFORMATION

A request for information shall be made in writing and shall include the following:

- (a) the nature and reason for the request;
- (b) the parties on behalf of whom the request is sent;
- (c) details of agencies that will be given access to the information and the reasons for providing such information;
- (d) the purpose for which the information will be used; and
- (e) other details or particulars that may assist the Requested Party in giving effect to the request for information.

ARTICLE 7 OBLIGATIONS OF REQUESTING PARTY

- 7.1 To enable a timely and efficient execution of the requests, the Requesting Party shall make their best efforts to provide, in the requests, relevant factual and legal information, including the description of the case being analysed and the potential link with the country of the requested Party, including indicating any need for urgency.

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- 7.2 Upon request and whenever possible, the Requesting Party shall provide feedback to the other Requested Party on the use of the information provided, as well as on the outcome of the analysis conducted, based on the information provided.

ARTICLE 8 OBLIGATIONS OF THE REQUESTED PARTY

- 8.1 The Requested Party shall acknowledge receipt of the requests and shall respond to such requests in a timely manner.
- 8.2 The Requested Party shall 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.
- 8.3 The Requested Party shall 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; and/or
 - (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.

ARTICLE 9 PERMITTED USE AND SAFEGUARDS ON INFORMATION EXCHANGED

- 9.1 The Parties shall use the information exchanged only for the purpose for which it

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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 authorisation by the Requested Party.

- 9.2 The prior consent for further use or dissemination shall be granted by the Parties promptly and to the largest extent possible. Such consent shall not be refused unless it would fall beyond the scope of application of the Requested 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 Requested Party or would otherwise not be in accordance with fundamental principles of its national law.
- 9.3 Any refusal to provide consent shall be appropriately motivated and explained and the Parties shall 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.
- 9.4 The information acquired in application of this Agreement 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.

ARTICLE 10

MODE AND PROCEDURES OF COMMUNICATION AND IMPLEMENTATION

- 10.1 Exchanges of information shall take place in a secure way and through reliable channels or mechanisms. The Parties shall use the Egmont Secure Web or other recognised networks that ensure levels of security, reliability and effectiveness at least equivalent to those of the Egmont Secure Web.
- 10.2 The Parties shall 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 Agreement.
- 10.3 In interpreting and implementing this Agreement, the Parties will ensure consistency with the provisions of the Egmont Group, particularly with the "Charter" and the "Principles for Information Exchange between Financial

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Intelligence Units". The Parties shall abide directly by these provisions for any further issue which is not covered in this Agreement.

10.4 Communication between the Parties shall take place in English.

ARTICLE 11

EFFECTIVE DATE, AMENDMENT AND TERMINATION

- 11.1 This Agreement will become effective upon the date of the last signature by the Parties.
- 11.2 This Agreement may be amended at any time by mutual consent in writing by the Parties.
- 11.3 This Agreement is revocable at any time. The termination will become effective as from the reception of the written notification from the other Party.

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IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

Signed in duplicate in the English language.

For the Government of the Republic of China (Taiwan) represented by the Anti-Money Laundering Division, Investigation Bureau, Ministry of Justice, Republic of China (Taiwan)	For the Government of the Republic of Nauru represented by the Financial Intelligence Unit, Department of Justice and Border Control, Republic of Nauru
 Mike Chia-Jui Lan Director	 Rajas Swamy Supervisor FIU
Date: <u>June 20, 2023</u>	Date: <u>07/08/23</u>
Place: <u>New Taipei City, Taiwan</u>	Place: <u>YAREN, NAURU</u>