



Australian Government
**Australian Transaction Reports
and Analysis Centre**

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE UNIDAD DE ANÁLISIS FINANCIERO (UAF) OF
THE REPUBLIC OF CHILE**

AND

**THE AUSTRALIAN TRANSACTION REPORTS AND
ANALYSIS CENTRE (AUSTRAC), AUSTRALIA**

**CONCERNING COOPERATION IN THE EXCHANGE
OF FINANCIAL INTELLIGENCE**

The Australian Transaction Reports and Analysis Centre and the Unidad de Análisis Financiero (UAF) hereafter referred to as "the Parties", desire, in a spirit of cooperation and mutual interest, to facilitate the exchange of information in support of investigations related to money laundering, terrorism financing, and related criminal activity.

To that end they have reached the following understanding:

1. The Parties will cooperate to assemble, develop and analyse information in their possession concerning financial transactions suspected of being related to money laundering or criminal activities connected with money laundering. To that end, the Parties will exchange spontaneously or upon request any available information that may be relevant to the investigation by the Parties into financial transactions related to money laundering and the persons or companies involved, subject to the laws and regulations in force in the countries of the Parties. The requesting Party should disclose to the requested Party at a minimum the reason for the request, the purpose for which the information will be used and enough information to enable the receiving party to determine whether the request complies with its domestic law.
2. In making a request under this Memorandum the requesting Party will inform the requested Party which, if any, of the law enforcement agencies in the country of the Requesting Party will be given access to the information and the reasons for providing the information to that agency or those agencies.



3. Use of information and documents supplied either spontaneously or in satisfaction of a request made under this Memorandum of Understanding is subject to the limitation that, without the prior consent of the providing Party, the receiving Party:
 - (i) may use such information only in respect of criminal matters described in the request (in the case of a request) and only for intelligence purposes (including developing leads and focusing investigative resources); and
 - (ii) will not use such information or documents as evidence in any proceedings.
4. The Parties will not permit the use or release of any information or document obtained from the respective Parties for purposes other than those stated in this Memorandum, without the prior consent of the disclosing Party.
5. In addition to exchange of information concerning financial transactions, the Parties will cooperate in other ways. This may include the exchange of general information regarding money laundering, terrorism financing and related criminal activity, including analysis of financial data and information about trends in money laundering.
6. The information acquired in application of the present Memorandum and the fact that the information was provided should be kept confidential. It is subject to official secrecy and is protected by the same confidentiality as provided by the national legislation of the receiving Party for similar information from national sources.

7. 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 Memorandum.
8. Communication between the Parties will take place in English.
9. (1) A requested Party may refuse to provide information if that Party determines that release of the information or documents requested may unduly prejudice an investigation or proceeding in the country of the requested Party.

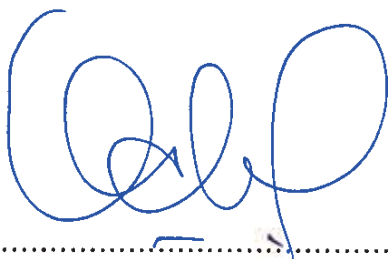
(2) A requested Party has a discretion not to provide information or documents:
 - (i) if judicial proceedings have been initiated in the country of the requested Party in relation to the same acts or omissions alleged to constitute the offence about which the request for information is made, or
 - (ii) if provision of such information would be likely to prejudice the sovereignty, security, national interest or other essential interests of the country of the requested Party.
10. Each of the Parties will ensure that an effective audit trail is maintained in respect of any information supplied under the terms of this Memorandum of Understanding.
11. This Memorandum may be amended at any time by mutual consent.
12. Either Party may terminate this Memorandum of Understanding by giving notice in writing to the other Party.

13. This Memorandum will become effective upon the signature by the Parties.

14. The English text of this Memorandum being the agreed authentic text, done in two originals, and each Party taking the responsibility for translating this Memorandum into any other language.

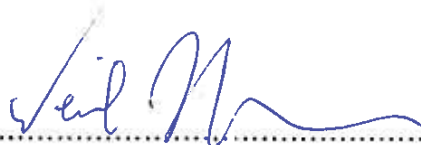
Signed by Neil J Jensen PSM in Melbourne, Australia, on 23 May 2005,
in the English language.

Signed by Victor Ossa Frugone in Santiago, Chile on 31 May 2005,
in the English language.



Victor Ossa Frugone

Director
Unidad de Análisis Financiero
Chile



Neil J Jensen PSM

Director
Australian Transaction Reports and
Analysis Centre