

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNIDAD DE ANÁLISIS FINANCIERO AND
THE FINANCIAL CRIMES ENFORCEMENT NETWORK**

**CONCERNING COOPERATION IN THE EXCHANGE OF INFORMATION
RELATED TO MONEY LAUNDERING AND TERRORIST FINANCING**

The *Unidad de Análisis Financiero* (UAF) a decentralized public service being related with the President of the Republic of Chile through the Ministry of Finance and the **Financial Crimes Enforcement Network (FinCEN)**, a bureau of the United States Department of the Treasury (hereinafter, each referred to as an "Authority" or collectively as "the Authorities") desire, on the basis of reciprocity and in a spirit of cooperation and mutual interest and within the framework of each Authority's national legislation, to facilitate the exchange of information in support of investigations related to money laundering, terrorist financing, and related criminal activity

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

Purpose of Information Exchange

- 1(a). To the extent authorized by the laws of its country, and consistent with its own policies and procedures, each Authority will provide upon request from the other any information, including financial transaction reports, in its possession, that it has access to, or that it is authorized by law to collect that may be relevant to the investigation of money laundering, terrorist financing, and other related criminal activity. In accordance with the laws of its country and its own policies and procedures, each Authority may also spontaneously provide such information to the other. The requesting Authority should disclose to the requested Authority at a minimum the reason for the request and the purpose for which the information will be used.
- 1(b). Information exchanged between the Authorities will be used only for intelligence purposes and will not be used as evidence in court.

Use and Disclosure of Responsive Information

- 2(a). The requesting Authority will use the information provided in response to a request for information only for the purposes set forth in the request and as consistent with its national legislation and the requesting Authority will disclose the information provided in response only to those parties identified in the request.
- 2(b). The requesting Authority's use or disclosure (including disclosure in an administrative, prosecutorial or judicial proceeding) of the information provided in response to a request beyond that discussed in paragraph 2(a) is prohibited without obtaining the prior consent of the Authority providing the responsive information.
- 2(c). Each Authority will include warning notices on any responsive information that it provides to any third party, including any third party identified in the request for information. The notices should be sufficient to place third parties on notice that information cannot be disclosed to any other party without the prior consent of the providing Authority and that the information will not be used as evidence in formal court proceedings.

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Use and Disclosure of Information Contained in a Request

3. The requested Authority may not disclose information contained in the request for information to parties or for purposes not identified in the request without the prior consent of the requesting Authority. However, nothing in this Memorandum of Understanding (“Memorandum”) bars the requested Authority from transmitting to other appropriate agencies of the requested Authority’s government (i) the substance of the request in order to facilitate the requested Authority in obtaining responsive information, or (ii) the identity of both the requesting Authority and the individual or entity that is the subject of the request to facilitate coordination between other appropriate agencies of the requested Authority’s government.

Disclosure Required by Law

4. If an Authority is subject to legal process or proceedings that could require the disclosure of information it has received from the other Authority, the Authority subject to such process or proceedings will immediately notify the other Authority and make reasonable efforts to limit further disclosure of the information.

Confidentiality

5. All information exchanged by the Authorities will be subjected to strict controls and safeguards to ensure that the information is used only in an authorized manner and treated in a confidential manner. Exchanged information will be protected by the same confidentiality as provided by the legislation of the country of the receiving Authority for similar information received from domestic sources.

Limitations

6. Nothing in this Memorandum compels one Authority to lend assistance to the other Authority, especially where a judicial procedure has been initiated on the same facts or if such assistance is contrary to the interests of the country of the requested Authority. If an Authority decides not to respond to a request, the Authority that received the request for information will notify the requesting Authority that it does not intend to respond.

Form of Correspondence

- 7(a). To the extent possible, all requests for information, responses to requests for information, exchanged information, notices, and consents provided pursuant to this Memorandum should be reduced to or ultimately confirmed in writing. Communication between the Authorities will, as far as possible, take place in English and/or Spanish and made via the Egmont Secure Web.
- 7(b). All requests for information from FinCEN will be signed by its Director or Deputy Director. Requests from the UAF shall be signed by the Director, or such person designated by the Director.

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Amendments

8. This Memorandum may be amended at any time by mutual consent. Amendments will be confirmed in writing.

Term and Termination

9. This Memorandum will become effective upon signature of both the Authorities.
10. This Memorandum is revocable at any time. The termination will be confirmed by written notification to the other Authority. The terms and conditions of this Memorandum dealing with the confidentiality of information received prior to the termination of this Memorandum will remain in force after the termination of this Memorandum.

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

For the *Unidad de Análisis
Financiera* (UAF)

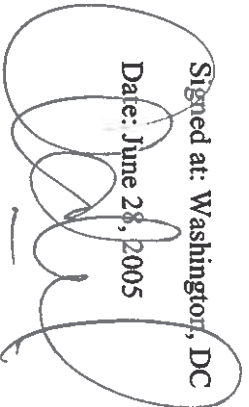
For the Financial Crimes
Enforcement Network (FincEN)

Signed at: Washington, DC

Signed at: Washington, DC

Date: June 28, 2005

Date: June 28, 2005



Victor Ossa Frugone
Director



William J. Fox
Director