



MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

*BANK NEGARA MALAYSIA
OF MALAYSIA*

CONCERNING THE EXCHANGE OF FINANCIAL INTELLIGENCE RELATED TO MONEY LAUNDERING AND TERRORISM FINANCING

The *Unidad de Análisis Financiero (UAF)* of the Republic of Chile and Bank Negara Malaysia of Malaysia (hereafter each referred to as “an Authority” or collectively as “the Authorities”), desire, in a spirit of cooperation and mutual interest and within the framework of their national legislation, to facilitate the exchange of information in support of the investigation or prosecution of persons suspected of money laundering and criminal activity related to money laundering and financing of terrorism.

To that end, the Authorities without the intent to create a legally binding document, but with the purpose of fostering said information exchange to the maximum possible extent, have reached the following understanding:

Objective

1. To set out a framework whereby the Authorities, will provide to each other information they have reasonable grounds to suspect would be relevant to the investigation or prosecution of persons suspected of money laundering and criminal activity related to money laundering and financing of terrorism.

Information Exchange

2. To the extent authorized by the laws of its country and consistent with its own policies and procedures, each Authority will provide, 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 financing of terrorism and the persons or companies involved.

Justification of Request

3. The requesting Authority will, to the extent possible, provide a brief statement of the underlying facts justifying any request for information.

Disclosure of Information

- 4(a). The receiving Authority shall not use the information obtained from the requested Authority as evidence in any proceedings including in an administrative, prosecutorial or judicial proceeding.
- 4(b). If an Authority is subject to legal process or proceedings that would require the disclosure of information it has received from the other Authority, the Authority subject to such process or proceedings will immediately notify and seek the written consent of the other Authority to disclose the information. Whether consent has not been reached reasonable efforts will be made to ensure that the information will not be disseminated to any third party or that appropriate limitations are placed upon the disclosure. In any event, the use of the information exchanged as evidence in any proceedings shall be prohibited.
- 4(c). The receiving Authority shall not disclose the information obtained from the requested Authority to third parties not identified in a request for information unless the receiving Authority obtains the prior written consent of the requested Authority.

Use and Disclosure of Information Contained in a Request

- 5(a). Information contained in a request will only be used for purposes relevant to the investigation or prosecution of persons suspected of money laundering and criminal activity related to money laundering and financing of terrorism.
- 5(b). The requested Authority may not, without the written consent of the requesting Authority, disclose information contained in the request for any purpose other than to obtain information in order to respond to the request.

Audit Trail

6. Each of the Authorities will ensure that an effective audit trail is maintained in respect of any information supplied under the terms of this Memorandum of Understanding.



UAF
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BANK NEGARA MALAYSIA
CENTRAL BANK OF MALAYSIA

Notice

7. Whenever an Authority has certain reasons not to respond to a request, the Authority that received the request for information will notify the requesting Authority of its decision, giving the reasons justifying its own decision.

Limitations

8. The Authorities are under no obligation to give assistance if:
 - i) Judicial proceedings have already been initiated concerning the same facts as the request is related to;
 - ii) That Authority determines that release of the information or documents requested, may unduly prejudice an investigation or proceeding in the country of the requested Authority; or
 - iii) If provision of such information would be likely to prejudice the sovereignty, security, national interest or other essential interest of the country of the requested Authority.

Communication Procedures

9. 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 Memorandum.
10. Communication between the Authorities shall as far as possible take place in English, using the Egmont Secure Web or more secure means, if required.

Confidentiality

11. All information exchanged by the Authorities will be subject 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 source.

Further Cooperation

12. The Authorities will discuss other avenues of cooperation between them in the prevention, detection and deterrence of money laundering and terrorist financing.

Amendments

13. This Memorandum may be amended at any time by mutual consent.

Term and Termination

14. This Memorandum is revocable at any time. The termination will become effective as from the receipt by an Authority of the written notification from the other Authority.
15. The terms and conditions of this Memorandum dealing with the confidentiality of information received prior to the termination of this Memorandum will remain in effect after the termination of this Memorandum.
16. This Memorandum will become effective upon signature by the Authorities.

Signed in duplicate, at Santiago, Chile,
on this 16th day of August 2007.

Signed in duplicate, at Kuala Lumpur, Malaysia
on this _____ day of August 2007.

Signed in the English language, the English text being the agreed authentic text and any necessary translation being the responsibility of the Authority concerned.

For the Unidad de Análisis
Financiero of the Republic of Chile



Victor Ossa Frugone
Director

For Bank Negara Malaysia
of Malaysia



Dato' Zamani Abdul Ghani
Deputy Governor