

# MEMORANDUM OF UNDERSTANDING

BETWEEN

**The UNITED KINGDOM FINANCIAL INTELLIGENCE UNIT with the authority of the DIRECTOR GENERAL OF THE NATIONAL CRIME AGENCY**

AND

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

ON INFORMATION AND INTELLIGENCE EXCHANGE CONCERNING MONEY LAUNDERING AND TERRORISM FINANCING

The **UNIDAD DE ANÁLISIS FINANCIERO of CHILE (UAF)** and the **UNITED KINGDOM FINANCIAL INTELLIGENCE UNIT (UKFIU) with the authority of the DIRECTOR GENERAL OF THE NATIONAL CRIME AGENCY**, hereafter referred to as "the Participants", desire, in a spirit of cooperation and mutual interest, on the basis of reciprocity and within the framework of each Participant's legislation, to facilitate the exchange of information on money laundering, terrorism financing, and related criminal activity.

To that end the Participants have reached the following understanding:

## **1. Scope of Cooperation:**

- (a) The Participants will cooperate by providing information and intelligence to each other, on the basis of reciprocity, spontaneously or upon request, which may assist in the investigation and prosecution of persons suspected of having engaged in money laundering, terrorism financing and related criminal activity. The Participants consider that this exchange of information and intelligence is of substantial public interest.
- (b) The cooperation and exchange of information between the Participants will take place in accordance with the domestic legal systems and this Memorandum of Understanding (MOU). The Participants will provide to each other prior to the making of this MOU, a summary of the relevant domestic

law which governs the cooperation and exchange of information and the use and onward disclosure of that information.

## **2. Requests for Financial Intelligence:**

(a) Each request shall be accompanied by:

- I. reason for request,
- II. a brief statement of the relevant facts known,
- III. all available identifying data,
- IV. information concerning suspected crimes, charges, if any, and the stage of the investigation,
- V. how the information sought will be used, including which, if any, of the law enforcement agencies or other public authorities in the country of the requesting Participant will be given access to the information and the reasons for providing the information to that agency or authority.

(b) The requested Participant may request additional information whenever necessary in order to comply with the request or to expedite compliance.

(c) Any communications relating to the exchange of information according to this MOU, must be made in written form.

## **3. Use of information:**

(a) The Participants will not use the provided information for other purposes than those stated in this MOU or set forth in a request and accepted by the Participant providing the information without the express prior consent of the providing Participant.

(b) Use of information supplied either spontaneously, or in satisfaction of a request made under this MOU, is subject to the limitation that, without the prior consent of the providing Participant, the receiving Participant:

- (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 or mitigating the consequences of such criminality); and

(ii) will not use such information as evidence in any proceedings.

(c) Subject to 3(d), a receiving Participant shall not disclose the information to any third parties (except as set forth in a request for information) without the express prior consent of the providing Participant.

- (d) If a Participant is subject to legal process or proceedings that would require the disclosure of information it has received from the other Participant, the Participant subject to such process or proceedings will immediately notify and seek the express consent of the other Participant to disclose the information, and if consent has not been provided, reasonable efforts will be taken to ensure that the information will not be disseminated to any third party or that appropriate limitations are placed upon the disclosure.
- (e) The transmitting Participant may make reasonable enquiries as to the use made of information provided and the receiving Participant shall, whenever practicable, provide feedback.

#### **4. Confidentiality:**

- (a) The information exchanged is confidential. All information exchanged by Participants must be subjected to strict controls and safeguards to ensure that the information is used only in an authorised manner, consistent with national provisions on privacy and data protection. At an absolute minimum, exchanged information must be treated as protected by the same confidentiality provisions as apply to similar information from domestic sources obtained by the receiving Participant.
- (b) The receiving Participant will not further disseminate any information without prior authorisation from the transmitting Participant.
- (c) The commitments under this MOU shall continue to bind the Participants notwithstanding the termination of this MOU.

#### **5. Capacity Building:**

In addition to exchange of financial intelligence, the Participants may cooperate in other ways. This may include the exchange of general information regarding money laundering or terrorist financing and other criminal activities related to money laundering, including analysis of financial data and exchange of studies, research and information on current, new and emerging trends and typologies in money laundering.

#### **6. Refusals:**

Requests may be refused if assistance would be contrary to the domestic legal system or against the sovereignty, security, national interest or international agreements. The requesting Participant shall be informed of the reason for refusal.

**7. Language of Requests:**

Communication between the Participants will take place in English.

**8. Maintenance and Audit Trail of Supplied Information:**

Each of the Participants will ensure that an effective audit trail is maintained in respect of any information supplied under the terms of this MOU. All information supplied by whatever means, shall be stored in a manner that ensures security of information from any person not having justifiable need to access. Information must be disposed of appropriately, having due recognition of sensitivity when no longer of value.

**9. Communication:**

Each of the Participants will jointly arrange, consistent with the legislation of their respective countries, for acceptable procedures of communication and will consult with each other with the purpose of implementing this MOU.

**10. Dispute Settlement**

(a) The Participants shall work in spirit of openness, transparency and consultation to achieve the objective of this MOU.

(b) In the event of any disagreement, controversy or dispute arising under this MOU, the Participants shall endeavour, where possible, to settle such dispute amicably through dialogue and consultation.

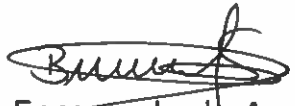
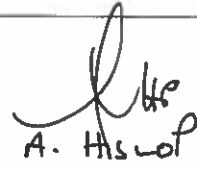
(c) Notwithstanding the above process this shall not override the conditions laid down in Paragraph 11 (b) and (c).

**11. Effective date; Amendment; Termination:**

(a) This MOU will become effective upon signature by the Participants.

(b) This MOU may be amended at any time, in writing, as mutually arranged by the Participants.

(c) Either Participant may terminate this MOU by 30 days notice in writing to the other Participant.

<p>Signed:</p>  <p>Encargada de Asuntos Internacionales (UAF-Chile) Barbara Sanhueza A.</p> <p>Date: 9 / 6 / 2015</p>	<p>Signed:</p>  <p>A. Hislop</p> <p>Head of the UK Financial Intelligence Unit (UKFIU)</p> <p>Date: 9 / 6 / 15.</p>
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