



## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE ANTI-MONEY LAUNDERING INTELLIGENCE OFFICE  
OF THE LAO PEOPLE'S DEMOCRATIC REPUBLIC**

**AND**

**THE ANTI-MONEY LAUNDERING COUNCIL (AMLC),  
THE FINANCIAL INTELLIGENCE UNIT  
OF THE REPUBLIC OF THE PHILIPPINES**

**CONCERNING COOPERATION IN THE EXCHANGE OF  
FINANCIAL INTELLIGENCE RELATED TO MONEY LAUNDERING,  
TERRORISM FINANCING AND FINANCING OF CRIMINAL ACTIVITIES  
RELATED TO TERRORISM**

The Anti-Money Laundering Council (AMLC) of the Republic of the Philippines and The Anti-Money Laundering Intelligence Office of the Lao People's Democratic Republic hereinafter referred to as "the FIUs", desire, in the spirit of cooperation, mutual interest and trust, and within the framework of each FIU's national legislation, to effectively provide the widest range of international cooperation to counter money laundering, criminal activity related to money laundering, terrorism financing and financing of other criminal activities related to terrorism.

To those ends, the FIUs, without the intent to create a legally binding document, but with the purpose of fostering information exchange to the fullest extent possible, have reached the following understanding:

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

The FIUs shall cooperate, on the basis of reciprocity, to gather, develop and analyze information and documents in their possession concerning financial transactions suspected of being related to money laundering or criminal activities related to money laundering, terrorism financing and financing of other criminal activities related to terrorism. To that end, the FIUs shall exchange spontaneously or upon request available financial intelligence that may be relevant to the investigation by the FIUs into financial transactions related to money laundering, criminal activities related to money laundering, terrorism financing and financing

of other criminal activities related to terrorism and the persons or companies involved, subject to the requirements of their respective national legislations.

## *2. Requests for Financial Intelligence*

The requesting FIU shall disclose to the requested FIU at a minimum the reason for the request, the purpose for which the information shall be used and enough information to enable the requested FIU to determine whether the request complies with its domestic law. The requesting FIU shall exert its best effort to provide complete, factual and, as appropriate, legal information including the description of the case being analyzed and the potential link with the country of the requested FIU. This shall include any need for urgency, to enable timely and efficient execution of the requests.

In making a request under this MOU, the requesting FIU shall inform the requested FIU which, if any, of the competent agencies in the country of the requesting FIU shall be given access to the information and the reasons for providing the information to that agency or agencies.

## *3. Uses of Financial Intelligence*

- a. Financial intelligence exchanged between the FIUs shall be used only for the specific purpose/s for which the financial information was sought or provided. The requesting FIU may amend its original request to supplement it and/or expand the purpose of such request.
- b. The receiving FIU may use the information for intelligence and analysis purposes, including developing leads and focusing investigative resources.

## *4. Disclosure of Information Contained in a Request*

The requested FIU shall not disclose information contained in a request for information to third parties or for purposes not identified in the request, without the prior written consent of the requesting FIU. The requested FIU may, subject to the conditions of the immediately preceding sentence, transmit to other appropriate agencies of the government of the requested FIU (i) the content of the request to obtain information responsive to the request and/or (ii) the identity of both the requesting FIU and the individual or entity that is the subject of the request, to facilitate coordination among other appropriate agencies of the government of the requested FIU.

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#### 5. *Disclosure of Financial Intelligence Provided*

The FIUs shall allow the transfer or release of information to third parties, or make use of the information in an administrative, prosecutorial, or judicial purpose subject to prior consent or authorization of the requested FIU.

The FIUs shall promptly, and to the largest extent possible, grant prior consent to disseminate the information to competent agencies. The requested FIU shall not refuse to consent to such dissemination unless:

- a. the disclosure will fall beyond the scope of application of its Anti-Money Laundering/Combating the Financing of Terrorism (AML/CFT) provisions;
- b. it will impair an ongoing investigation;
- c. it is clearly disproportionate to the legitimate interests of a natural or legal person or national interest of the requested Authority; or,
- d. it would otherwise not be in accordance with the fundamental principles of its national law.

Any such refusal to grant prior consent shall be appropriately explained.

Each FIU shall include warning notices on any responsive information that it provides to any third party, including any third party identified in a request for information. The notices shall be sufficient to place third parties on notice that the information cannot be disclosed to any other party without the prior consent of the providing FIU and that the information cannot be used as evidence in formal judicial proceedings.

#### 6. *Confidentiality of Financial Intelligence*

The financial intelligence acquired in application of this MOU and the fact that the information was provided shall be kept confidential. It shall be protected by the same confidentiality as provided by the national legislation of the receiving FIU for similar information from national sources. Notwithstanding the termination of this MOU, as provided under Section 14 hereunder, this provision shall remain in application.

Information received, processed, held or disseminated by the requesting FIU shall be securely protected, exchanged and used only in accordance with agreed procedures, policies and applicable laws and regulations.

## *7. Acknowledgment*

The requested FIU shall acknowledge receipt of requests, respond to requests for information, and shall provide interim partial or negative responses in a timely manner.

## *8. Feedback*

Upon request and whenever possible, the requesting FIU shall provide feedback to the requested FIU on the use of the information provided, as well as on the outcome of the analysis conducted, based on the information provided.

## *9. Refusal of Providing Financial Intelligence*

The FIUs are under no obligation to give assistance if they determine that the release of the information or documents requested may unduly prejudice or impede an inquiry, investigation or any proceeding in the country of the requested FIU or if provision of such information would be likely to prejudice the sovereignty, security, national interest or other essential interests of the requested FIU.

If an FIU decides not to respond to a request, the requested FIU shall notify the requesting FIU of its decision and reason in writing.

## *10. Form and Language of Correspondence*

To all extent possible, all requests for information, responses to requests for information, exchanged information, notices and consents provided pursuant to this MOU shall be reduced to or ultimately confirmed in writing. All communications and exchanges of information shall take place in a secure way and through reliable channels or mechanisms.

Communication between the FIUs shall take place in English.

## *11. Capacity Building*

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





#### 12. *Maintenance of Audit Trail*

Each of the FIUs shall ensure that an effective audit trail is maintained in respect of any information supplied under the terms of this Memorandum.

#### 13. *Working Meetings and Consultations*

- a. The FIUs shall jointly arrange, consistent with the legislation of their respective countries, for acceptable procedures of communication and shall consult each other with the purpose of implementing this Memorandum; and
- b. If necessary, representative/s of the FIUs shall hold working meetings and consultations in order to discuss how to reinforce the cooperation within this MOU , and make it more efficient.

#### 14. *Effective date; Amendment; Termination*

- a. This MOU shall become effective on the date of signing by the FIUs.
- b. This MOU may be amended at any time, in writing, as mutually arranged by the FIUs.
- c. Either FIU may terminate this MOU by 30-day prior notice in writing to the other FIU. However, if an FIU uses or discloses information provided by the other FIU in a manner contrary to the provisions of this MOU and without the consent of the other FIU, the operation of this MOU shall end immediately upon notification by any means of communication. Following such communication, the FIU ending the operation of this MOU shall provide written notice.

Signed:



**PHENGSY PHENGMUONG**

Director General

Anti-Money Laundering Intelligence Office

Signed:

  
**MEL GEORGIE B. RACELA**

Executive Director II

Anti-Money Laundering Council Secretariat

Date: 7 August 2018

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