

MEMORANDUM OF UNDERSTANDING BETWEEN

THE FINANCIAL ANALYSIS UNIT OF THE DOMINICAN REPUBLIC AND THE SECRETARIAT FOR THE PREVENTION OF MONEY LAUNDERING - FINANCIAL INTELLIGENCE UNIT OF THE REPUBLIC OF PARAGUAY

ON THE COOPERATION FOR THE EXCHANGE OF FINANCIAL INFORMATION RELATED TO MONEY LAUNDERING AND THE FINANCING OF TERRORISM.

Representing one part, the Financial Analysis Unit of the Dominican Republic, represented by the General Director, **WENDY LORA PEREZ, M.A.** and the other part, The Secretariat of Prevention of Money Laundering – (UIF – SEPRELAD), of the Republic of Paraguay, represented by the Minister Executive Secretary, **OSCAR A. BOIDANICH FERREIRA**, competent authorities, hereinafter referred to as "**THE AUTHORITIES**",

They wish, in a spirit of cooperation and reciprocity, to facilitate the exchange of information and analysis of financial transactions with the intention of combating and preventing money laundering, terrorist financing and the proliferation of weapons of mass destruction; having in mind the Principles for the exchange of information between Financial Intelligence Units, they have reached the following understanding:

1. **THE AUTHORITIES** shall cooperate to collect, process and analyze the information they possess regarding money laundering, related prior offences and the financing of terrorism.
2. **THE AUTHORITIES** will freely exchange, in a spontaneously or when required, the widest range of information available or obtainable that may be relevant to the investigation, based on reciprocity.
3. **THE AUTHORITIES** shall hold consultations on behalf of the requesting counterpart and provide it with all the information that they could obtain and which they could access directly or indirectly at the local level.
4. To enable timely and formal processing, **THE AUTHORITIES** will make every effort to provide relevant facts and legal information in the requirements, including the description of the case under analysis and the potential link with the country of the requested party. They will also indicate the urgency of the case, to enable a fast and effective response.

5. **THE AUTHORITIES** shall indicate the reasons in which the requirements are formulated; the Authority on behalf of which those requirements are sent, if applicable, and, to the extent possible, the purpose for which the information will be used.

6. **THE AUTHORITIES** may not reject a request for assistance, in the case of:

- a) The request also involves tax issues;
- b) Legislation provides that financial institutions and designated non-financial businesses and professions (unless the required information is protected by professional secrecy) maintain secrecy and confidentiality;
- c) There is an ongoing investigation or prosecution in the country of the Authority receiving the request, unless the assistance disturbs such investigation or judicial proceedings;
- d) The nature or status (civil, administrative, law enforcement) of the requesting Authority is different from its counterpart.
- e) The case referred in the request is not considered relevant or suspicious, or the specific type of related prior offences is not known in the analysis stage.

7. **THE AUTHORITIES** will acknowledge the receipt of the request and respond it promptly. **THE AUTHORITIES** will also make an effort to provide provisional or partial responses in cases where there may be a delay in providing a complete response.

8. **THE AUTHORITIES** will use the information exchanged only for the purpose for which it was requested or provided. It may not be used for administrative, procedural or judicial purposes. Any communication of information to other authorities or any use of that information that exceed the original purpose shall be subject to prior authorization by the requested Authority.

9. The prior authorization for the use or subsequent communication of the information exchanged will be granted by **THE AUTHORITIES** immediately and in the most complete way possible. Such authorization shall not be denied unless it exceeds the scope of the AML / CFT provisions of the Authority providing the information, being liable to prejudicing a criminal investigation, or being clearly disproportional to the legitimate interests of a natural or legal person or of the country of the Authority providing the information or, on the other hand, is not in accordance with the fundamental principles of its national law.

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10. The refusal to provide prior authorization shall be duly justified, and **THE AUTHORITIES** shall explore alternative ways to ensure that the information exchanged can be used by law enforcement agencies.
11. Upon request and whenever possible, **THE AUTHORITIES** will provide comments to their foreign counterparts regarding the use of the information provided, as well as the outcome of the analysis performed, in accordance with the information provided.
12. The information obtained by the application of this Memorandum is confidential, protected by the same confidentiality as is provided by the national law of the receiving Authority for similar exchanges and shall be subject to strict controls to ensure that it is used only in the manner that was authorized.
13. The exchange of information should be done safely and through reliable channels or mechanisms. To this end, **THE AUTHORITIES** shall exchange by physical or electronic ways and those that they define jointly in accordance with the legal system of their respective countries, always seeking that such means safeguard the confidentiality of the information to be exchanged.
14. **THE AUTHORITIES** agree together to be informed about the changes in their respective legislation that may affect, in a whole or in part, the information exchange process established in this Memorandum.
15. When interpreting and implementing this Memorandum **THE AUTHORITIES** will ensure consistency with the “Principle for the Exchange of Information between Financial Intelligence Units”. **THE AUTHORITIES** shall be submitted directly to these provisions in respect of any other matter not covered by this Memorandum.
16. In addition to the financial information exchange, **THE AUTHORITIES** may cooperate in other ways. This could include the exchange of general information regarding money laundering and terrorist financing prevention or any other related issue, including analysis of financial information and exchange of studies, investigation and information of current, new or emerging trends and typologies of money laundering and terrorist financing.
17. **THE AUTHORITIES** shall cooperate in terms of training; under it will promote conferences and seminars to discuss matter of mutual interests by formulating invitations to official and public servants from the counterpart.
18. **THE AUTHORITIES** shall promote the exchange of their officials and servants in order to facilitate the transfer of knowledge, experience and skills in the prevention and detection of money laundering, terrorism financing and / or proliferation of weapons of mass destruction.

19. The communication between **THE AUTHORITIES** shall be conducted, as far as possible, in Spanish.

20. The present Memorandum enter into force upon signature by **THE AUTHORITIES** and may be modified at any time by mutual agreement.

21. This Memorandum may be revoked at any time. The termination shall be effective upon receipt of the written notification by the other Authority.

This Memorandum has been signed in on , 2017, in 2 (two) original copies, in Spanish language, both texts being the same authentic and valid of the same tenor and a single effect

Representing the Financial Analysis Unit
of the
Dominican Republic

Representing the Financial Intelligence
Unit of the
Secretariat of Prevention of Money
Laundering
Republic of Paraguay

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Minister Executive Secretary