



MEMORANDUM OF UNDERSTANDING

Between

**THE FINANCIAL INTELLIGENCE UNIT
OF THE REPUBLIC OF THE UNION OF
MYANMAR**

And

**THE ANTI-MONEY LAUNDERING
INTELLIGENCE OFFICE, NATIONAL
COORDINATION COMMITTEE FOR ANTI-
MONEY LAUNDERING AND COUNTER-
FINANCING OF TERRORISM OF THE LAO
PEOPLE'S DEMOCRATIC REPUBLIC**

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FINANCIAL INTELLIGENCE UNIT
OF THE REPUBLIC OF THE UNION OF MYANMAR
AND
THE ANTI-MONEY LAUNDERING INTELLIGENCE OFFICE, NATIONAL
COORDINATION COMMITTEE FOR ANTI-MONEY LAUNDERING AND
COUNTER-FINANCING OF TERRORISM OF THE LAO PEOPLE'S
DEMOCRATIC REPUBLIC
CONCERNING THE EXCHANGE OF FINANCIAL INTELLIGENCE
RELATED TO MONEY LAUNDERING AND TERRORIST FINANCING

The Financial Intelligence Unit of the Republic of the Union of Myanmar and the Anti-Money Laundering Intelligence Office, National Coordination Committee for Anti-Money Laundering and Counter-Financing of Terrorism of the Lao People's Democratic Republic, herein after referred to singularly as the "party" and collectively as "the Parties" desiring, on the basis of reciprocity and in the spirit of cooperation and mutual interest, to facilitate the exchange of information in assisting investigation concerning money laundering, terrorist financing and criminal activities related to money laundering or terrorist financing within the framework of the national legislation in force of each country.

The parties have reached understanding as follows:

1. To the extent authorized by the national legislation in force of each country, and consistent with its own policies and procedures, each Party will provide upon request from the other Party or spontaneously any information (including information in financial transaction reports) in its possession concerning financial transactions that is suspected of being relevant to money laundering, terrorist financing and criminal activities related to money laundering or terrorist financing. Any request for information will be justified by a brief statement of the underlying facts and the purpose of the request in writing.
- 2 (a). Each Party will use or disclose the information provided in response to a request for information only for the purposes set forth in the request and the requesting Party will use or disclose the information provided in response only to those parties identified in the request.

- (b). The requesting Party'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 written consent of the Party providing the responsive information.
- 3. Information exchanged between the Parties shall be used only for intelligence purposes and shall not be used as evidence in any court proceedings.
- 4. The information received in accordance with this Memorandum of Understanding "MOU" is confidential. Exchanged information will be subjected to official secrecy and be at least protected by the same confidentiality safeguards as those provided under the national legislation in force of the country of the Party which has received that information for similar information from domestic sources.
- 5. The Parties will jointly arrange, consistent with the national legislation in force of each country, for acceptable procedures of communication.
- 6. Communication between the Parties will be carried out in English.
- 7.
 - (a). If the Party is subject to legal process or proceedings that could require the disclosure of information it has received from the other Party, the Party subjects to such process or proceedings will immediately notify the other Party.
 - (b). In the event that the other Party objects to disclosure of its information as described in paragraph 7(a), the Party subject to the legal process or proceedings will take reasonable efforts to ensure that the information will not be disseminated to any third Party or that appropriate limitations are placed upon the disclosure.
- 8. The Parties 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 Parties or if provision of such information would likely prejudice the sovereignty, security, national interest or other essential interests of the requested Party. If the Party decides not to respond to a request, the requested Party will notify the requesting Party of its decision in writing.
- 9. Any dispute arising out of the interpretation, application, or implementation of this Memorandum of Understanding shall be settled amicably by consultation between the two Parties.

10. This MOU may be modified at any time by mutual written consent of the Parties, and will form part of this MOU. Such amendment will be effective on such date as may be determined in writing by the Parties.

11. This MOU is revocable at any time. The operation of this MOU will end immediately upon receipt of the written notice of revocation by the other Party. The terms and conditions in paragraphs 2 to 5 and 7 will remain in effect after the operation of this MOU ends, in relation to information received before the operation of this MOU ends.

12. This MOU shall enter into force on the date of its signing by the Parties.

13. This MOU is not intended to create any legal relationship between the Parties, nor is it intended to give rise to any legal rights or obligation.

Done at, in duplicate in the Lao, Myanmar and English language, all texts equally authentic. In case of divergence of interpretation of this MOU, the English text shall prevail.

(23 / 7 / 2018)

(23 / 7 / 18)

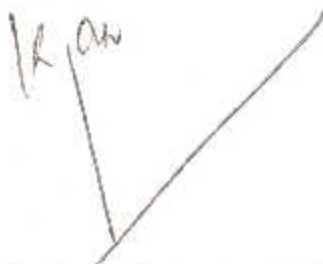
For Financial Intelligence Unit,

For Anti-Money Laundering Intelligence Office,

The Republic of the Union of Myanmar

National Coordination Committee for AML/CFT

of The Lao People's Democratic Republic



Signed

Police Brigadier General Kyaw Win Thein

Head of Financial Intelligence Unit,



Signed

Phengsy PHENG MUONG

Director General