

**Memorandum of Understanding**

**between**

**the Financial Intelligence Unit**



**and**

**the International Cooperation and Asset Recovery Team  
(ICART) of the Attorney General's Chambers**



## 1. DEFINITIONS

For the purposes of this Memorandum of Understanding (“MoU”) –

- “ICART” means the International Cooperation and Asset Recovery Team, a part of the Prosecutions Division of the Attorney General’s Chambers.
- “FIU” means the Financial Intelligence Unit of the Isle of Man.
- “the Parties” means the ICART and the Financial Intelligence Unit of the Isle of Man.

## 2. INTRODUCTION

2.1 This MoU sets out the framework for co-operation between the Parties.

2.2 The FIU was established by the Financial Intelligence Unit Act 2016 (“FIUA16”). The general functions of the FIU, as set out in section 5 of the FIUA16 are to:

- Receive, gather, analyse, store and share information about financial crime (whether in the Island or elsewhere);
- Assist with the prevention and detection of crime, and in particular, financial crime (whether in the Island or elsewhere);
- Cooperate with law enforcement agencies; and
- Contribute to the reduction of crime, and in particular, financial crime and to the mitigation of its consequences.

2.3 The FIU is a full member of the Egmont Group of Financial Intelligence Units, and adheres to the Egmont Group Statement of Purpose and its Principles for Information Exchange between Financial Intelligence Units.

2.4 ICART is a part of the Prosecutions Division of the Attorney General’s Chambers, with its strategic objectives set by the Attorney General. ICART’s functions include assisting the Attorney General in relation to international letters of request received by him pursuant to the Criminal Justice Acts 1990 and 1991 and asset recovery. ICART’s Asset Recovery strategic aims are –

- To prioritise identification, restraint and recovery of assets resulting from the serious and organised crime, with particular focus on economic crime, both in the IOM and overseas;
- To pursue, through all available statutory powers, the assets of all who profit from crime wherever committed, when it is proper to do so;

- To assist international law enforcement agencies by enforcing asset recovery in the IOM on their behalf and otherwise assist them when necessary; and
- To improve the enforcement of domestic and international confiscation orders.

### **3. GENERAL PRINCIPLES REGARDING COOPERATION AND THE EXCHANGE OF INFORMATION**

- 3.1 This MoU sets forth the Parties' intent with regard to cooperation and the exchange of information for the purpose of their respective functions. The Parties acknowledge that they may only provide information under this MoU if permitted or not prevented under applicable laws, regulations and other requirements.
- 3.2 The Parties acknowledge that it is in the national interest of the Isle of Man to comply with internationally accepted standards including the Financial Action Task Force Recommendations on Combating Money Laundering and the Financing of Terrorism & Proliferation.
- 3.3 The Parties recognise the importance and desirability of cooperating and exchanging information for the purpose of enforcing, and securing compliance with, the laws of the Isle of Man, including in support of the Government's commitment in its Programme for Government 2016-2021 to "Maintain our robust, zero tolerance stance" in respect of money laundering, terrorist financing and proliferation.

### **4. ABILITY TO EXCHANGE INFORMATION**

- 4.1 The ability of the Attorney General and ICART to exchange information is contained within:
- The Criminal Justice Act 1990;
  - The Criminal Justice Act 1991;
  - The Police Powers and Procedures Act 1998;
  - The Proceeds of Crime Act 2008.
- 4.2 Through the exercise of their responsibilities and powers, the Attorney General and ICART obtain a wide range of information. This information may be disclosed by the Attorney General and ICART pursuant to the statutory powers referred to above and pursuant to the common law of the Isle of Man.
- 4.3 Subject to the Data Protection Act 2002 ("DPA02"), section 24 of the FIUA16 enables any person to disclose information to the FIU, if the disclosure is for the purposes of the

exercise by the FIU of any of its functions, without breaching any other restriction on the disclosure of information (however imposed).

4.4 Subject to the DPA02, section 23 of the FIUA16 enables the FIU to disclose information obtained by the FIU in connection with the exercise of any of its functions, if the disclosure is for any permitted purposes, without breaching any other restriction on the disclosure of information (however imposed).

4.5 Section 28(1) of the FIUA16 defines “permitted purposes” as meaning —

- (a) the prevention, detection, investigation or prosecution of criminal offences, whether in the Island or elsewhere;
- (b) the prevention, detection or investigation of conduct for which penalties other than criminal penalties are provided under the law of the Island or of any country or territory outside the Island;
- (c) the exercise of any function conferred on the FIU (so far as not falling within paragraph (a) or (b)); and
- (d) the exercise of any function which appears to the DHA to be a function of a public nature and which it designates by order.

## 5. INFORMATION EXCHANGE

5.1 To the extent permitted or not prevented under applicable laws, regulations and other requirements and consistent with their own policies and procedures, the Parties will provide, spontaneously or upon request from the other, any available information that may be relevant to the other party’s functions.

5.2 Where a request for information is made and where it is possible to do so, a brief statement of the underlying facts justifying the request should be provided.

## 6. COMMUNICATION CHANNELS

6.1 The Director of Prosecutions or in his absence the Senior Legal Officer within ICART shall be the points of contact for information exchange with the FIU .

6.2 Unless otherwise stated, the information exchanged is for intelligence purposes only and should it be required formally as evidence or for use in an investigation or enquiry then the appropriate application must be made.

- 6.3 Where feedback is received that the subject of the information is of interest to both Parties, then a case conference must be held to ensure that the maximum use is made of the information available and that any action is co-ordinated.
- 6.4 Any information disclosed between the Parties shall not be disseminated under any circumstances to any other party or agency without the prior written consent of the disclosing party.
- 6.5 If either Party is subject to legal process or proceedings that would require the disclosure of information received from the other Party, the Party subject to such process or proceedings will immediately notify and seek the consent of the other Party to disclose the information. If consent is not 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.

## **7. CONFIDENTIALITY**

All information exchanged by the Parties will be subjected to strict controls and safeguards to ensure that the information is used only in an authorised matter and is treated in a confidential manner.

## **8. CONSULTATION**

- 8.1 The Parties will consult with each other on an on-going basis to enhance co-operation between them and to facilitate the operation of the MoU.
- 8.2 The Parties may, by joint written agreement, amend, relax or waive any of the terms of the MoU.

## **9. AMENDMENTS**

This MoU may be amended at any time by mutual consent.

## **10. TERMINATION OF THE MEMORANDUM OF UNDERSTANDING**

This MoU will continue in effect for an indefinite period unless terminated by either Party giving the other thirty days written notice of its intention to terminate the MoU: unless both parties agree to waive this requirement. If either Party gives such notice,

this MoU will continue to have effect with respect to all requests for assistance that either Party had made before the effective date of termination.

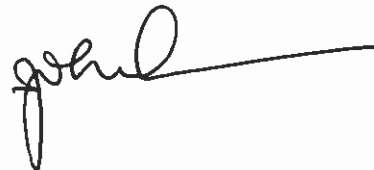
**11. EFFECTIVE DATE**

This MoU will be effective from the date of its signing by the Parties.

SIGNED on this 16 day of January 2018

**FINANCIAL INTELLIGENCE UNIT**

**THE INTERNATIONAL COOPERATION AND  
ASSET RECOVERY TEAM OF THE ATTORNEY  
GENERAL'S CHAMBERS**



**Director of Financial Intelligence Unit**

**H.M. Attorney General**