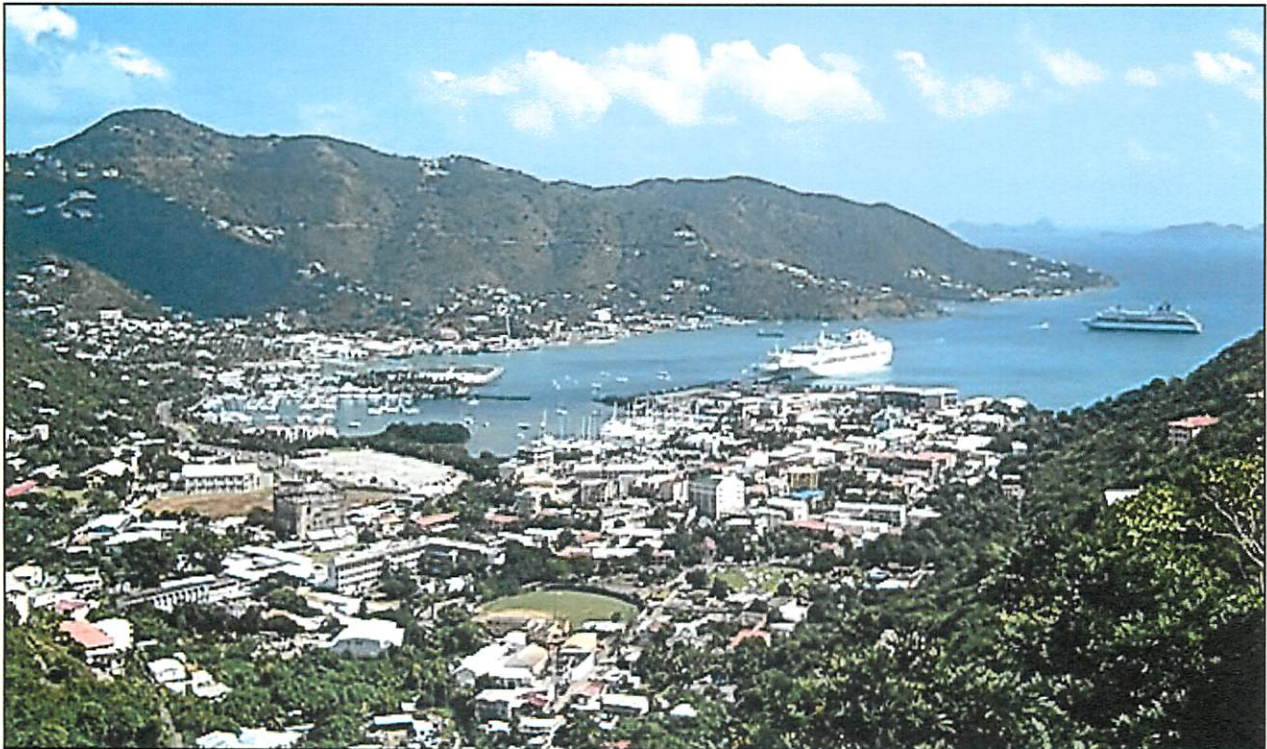


**BRITISH VIRGIN ISLANDS**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
AUTHORITIES OF THE INTER-GOVERNMENTAL COMMITTEE  
ON  
ANTI-MONEY LAUNDERING  
AND  
COUNTERING THE FINANCING OF TERRORISM (AML/CFT)**



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**ATTORNEY GENERAL'S CHAMBERS**

**BVI AIRPORTS AUTHORITY**

**BVI PORTS AUTHORITY**

**DEPARTMENT OF IMMIGRATION**

**DEPARTMENT OF TRADE AND CONSUMER AFFAIRS**

**FINANCIAL INVESTIGATION AGENCY**

**FINANCIAL SERVICES COMMISSION**

**HER MAJESTY'S CUSTOMS**

**INTERNATIONAL TAX AUTHORITY**

**NON-PROFIT ORGANISATION REGISTRATION BOARD**

**OFFICE OF THE DIRECTOR OF PUBLIC PROSECUTIONS**

**POST OFFICE**

**ROYAL VIRGIN ISLANDS POLICE FORCE**

**AND**

**VIRGIN ISLANDS SHIPPING REGISTRY**

FOR THE PURPOSE OF FOSTERING COOPERATION IN THE EXCHANGE OF INFORMATION RELATING TO THE COMBATING OF MONEY LAUNDERING, TERRORIST FINANCING AND THE FINANCING OF THE PROLIFERATION OF WEAPONS OF MASS DESTRUCTION, CORRUPTION AND OTHER SERIOUS ORGANIZED CRIMES, AS WELL AS PROMOTING COOPERATION IN MATTERS RELATING TO THE EXCHANGE OF INFORMATION IN TAX MATTERS, AND GENERALLY TO UPHOLD THE LAWS OF THE VIRGIN ISLANDS, AND PRESERVE THE REPUTATION OF THE VIRGIN ISLANDS.

## **Preamble**

The Authorities,

*Recognising* the multi-faceted nature of crime and the need to adopt appropriate and effective mechanisms to combat such crime to ensure a stable and free society;

*Accepting* the fact that in order to be effective in their efforts to protect their specific sector industries and stem the tide of criminality in the Territory generally they must work together in a collective cooperative manner;

*Desirous*, in a spirit of co-operation and mutual interest, of establishing and facilitating a formal basis for the exchange of information and intelligence between the Authorities in helping to effectively combat all activities relating to money laundering, terrorist financing and the financing of proliferation of weapons of mass destruction, including corruption and other serious organized crimes as well as issues relating to tax matters;

*And considering* the statutory obligations placed on them pursuant to the Anti-money Laundering and Terrorist Financing Code of Practice, 2008 and the importance therefore of upholding the Laws of the Virgin Islands, preserving the reputation of the Virgin Islands, and enabling the Virgin Islands to live up to its international obligations as established currently (and from time to time) in various international treaties and standards;

HAVE HEREBY AGREED to enter into this Memorandum of Understanding which shall form the basis for the exchange of information between the Authorities.

## *Article 1*

### **Definitions**

1. The following terms shall bear the definitions assigned to them:

**“Authorities”** – means the Attorney General’s Chambers, BVI Airports Authority, BVI Ports Authority, Department of Immigration, Department of Trade and Consumer Affairs, Financial Investigation Agency, Financial Services Commission, Her Majesty’s Customs, International Tax Authority, Non-profit Organisation Registration Board, Office of the Director of Public Prosecutions, Post Office, Royal Virgin Islands Police Force and the Virgin Islands Shipping Registry; and “Authority” shall be construed accordingly;

**“competent authority”** means any authority that has been designated under or pursuant to an enactment to perform certain duties and exercise certain powers which requires the doing of anything relating to sourcing and exchanging information with another authority, whether domestic or foreign;

**“Information”** refers to any information, whether in the form of documents, intelligence, physical objects or otherwise and whether or not stored or held in electronic form, which the Authorities consider useful to exchange or rely on in carrying out the purposes and objectives of this MOU;

**“MOU”** means this Memorandum of Understanding;

**“person”** includes an individual, an incorporated or unincorporated body, a partnership, an entity of whatever nature, form or character and any body or association of persons;

## *Article 2*

### **Purpose and Objective**

2.1 The purpose and objective of this MOU is to foster cooperation between the Authorities in order to enable them, both individually and collectively, to carry out their administrative and statutory obligations (which may include obligations pursuant to international cooperation).

2.2 The Authorities will cooperate to assemble, develop, and analyze information in their possession concerning activities relating to money laundering, combating the financing of terrorism, the financing of proliferation of weapons of mass destruction, corruption, and other serious crimes. This includes information relating to tax matters.

## *Article 3*

### **Scope of Information Exchange**

3.1 The Authorities will exchange with each other, information in their possession or that they are privy to which may be relevant in respect of any matter concerned or associated with a criminal activity or suspicious criminal activity which the other party may have an interest in considering its area of responsibility.

3.2 Information under this Article may be exchanged through any of the following processes:

- (a) spontaneously, whereby the party that has information which it considers would be useful to another party (whether on the basis of an ongoing investigation, international cooperation, enforcement of compliance, suspicion of criminal activity or for purposes relating to its duties or otherwise) will transmit such information as soon as it receives or becomes aware of it, without any formal request;
- (b) upon written request, whereby a party (“the first party”) requests formally from another party (“the second party”) information which may be in the possession of the second party or of which the second party may be aware or be able to cooperate on generally;

3.3 The Authorities may also exchange information generally through such informal channels as they may agree between them; however, any informal exchange of information shall be duly recorded and maintained and shall indicate the date of the informal exchange,

the nature and subject matter of the informal exchange and the party with whom the information is exchanged.

3.4 Any formal request for information must be justified by a brief statement of the underlying facts.

#### *Article 4*

#### **Duties of requesting and requested Authority**

4.1 Any Authority making a request to another Authority for information shall ensure that the request provides as much detail as possible to enable the requested Authority to adequately respond to the request and in that regard the provisions of Article 5 shall, as far as possible, be complied with.

4.2 The requested Authority, upon the receipt of a request for information, shall carry out any necessary inquiry or investigation with a view to providing adequate response to the requesting Authority.

4.3 Where considered necessary to promote cooperation on any matter, the Authorities may engage in conducting joint inquiries or investigations in order to obtain any requested information and/or facilitate the due execution of any obligation of the parties.

#### *Article 5*

#### **Procedures for Exchange of Information**

5.1 Any formal request under this MOU shall be made in writing and shall, as far as possible, include the following elements:

- a) the purpose for which the information is sought;
- b) details of the request containing information on the person to whom it relates, such as indication of the facts that led to the request, specific questions, and an indication of the sensitivity of the request;
- c) details of any line of inquiry or investigation that the requesting Authority requires to be carried out;
- d) where a joint inquiry or investigation is required or anticipated, a specific request to that effect;
- e) that the information sought cannot be obtained by the requesting Authority itself without the assistance of the requested Authority;

- f) that the request is in full accord with the laws of the Virgin Islands and, if the request relates to the breach of any law, an indication of that law and how it might have been or is suspected to be breached;
- g) any other information that might be of assistance to the requested Authority in processing the request in a timely manner.

5.2 Upon receiving a request under this MOU, the relevant Authority will confirm receipt promptly in writing. The Authority will also indicate whether they have resources available to process the request and give a timeframe for processing. Such time frame shall not be unreasonable and shall take into account the urgency related to the request.

5.3 The requested Authority will assess each request on a case-by-case basis. To determine the extent to which a request can be fulfilled, the requested Authority may take into account the following:

- a) whether the request conforms with the provisions of this MOU;
- b) whether complying with the request may be prejudicial to or is likely to disrupt the requested Authority from the proper performance of its functions;
- c) whether it would be contrary to the public interest to provide the information requested;
- d) any other matter specified by the Laws of the Virgin Islands relating to confidentiality and procedural fairness;

5.4 Where any requested Authority is unable to fulfill or completely fulfill a request, they will nevertheless co-operate with the requesting Authority and assist in whatever way possible.

#### *Article 6*

#### **Limitations on Information Exchange**

6.1 Where a request is of an urgent nature and is one that may be appropriately dealt with under Article 3.3, the request may be made orally subject to being substantiated in writing within five business days (that is to say, from Monday to Friday, excluding all public holidays) if the requested Authority so requires.

6.2 The Authorities are under no obligation to give assistance, if judicial proceedings have already been initiated, concerning the same facts a request relates to, or if providing the assistance will or is likely to interfere with any matter that is the subject of an ongoing mutual legal assistance under an enactment or any treaty or agreement that the Territory is a party to.

*Article 7*

**Confidentiality**

7.1 Any information provided or obtained pursuant to this MOU shall be treated confidentially. This includes information shared or discussed between the Authorities at any meeting of the Authorities.

7.2 The Authorities will not use or release or permit the use or release of any information obtained pursuant to this MOU for any purpose other than the purpose for which the information was requested or provided, or for any of the purposes stated in this MOU, without the prior written consent of the Authority that provided the information.

7.3 Nothing contained in this Article shall be construed as preventing any Authority from complying with a request from a competent authority acting pursuant to the exercise of that competent authority's powers under the laws of the Virgin Islands.

*Article 8*

**Communication**

8.1 The Authorities agree to communicate requests, responses to requests and exchange information generally through the normal process of information delivery, which includes postal or physical service to their respective addresses or through an electronic medium, such as by facsimile or email; they may also jointly or bilaterally arrange any other acceptable procedures of communication.

8.2 The Authorities will provide each other with the fullest assistance that is possible and consistent with their statutory functions, subject to their respective statutes.

*Article 9*

**Amendment**

9.1 Any Authority may, by giving at least one month's notice, make written suggestions to all the Authorities for the amendment of this MOU and the suggestions shall provide a clear indication of what is proposed to be amended and when it is proposed that any amendment, if agreed, should come into effect.

9.2 Any amendment to this MOU shall be carried if two-thirds of the Authorities agree and sign to the amendment.

9.3 The amendment shall take effect from such date as the Authorities may determine.



Article 10

**Effect of MOU**

10. The Authorities agree that this MOU, though not having a binding legal effect, shall define their relationship in carrying out the purpose and objectives of the MOU and all the Authorities shall endeavour to provide and exchange information with each other to facilitate the performance of their respective duties and obligations, enhance the Territory's compliance with its international obligations with respect to information exchange and coordinate their activities with each other to effectively combat criminality relative to money laundering, terrorist financing, financing of the proliferation of weapons of mass destruction, corruption and activities related to organised crime and matters related to obligations in tax matters.

Article 11

**Meeting of Authorities**

11. The Authorities agree to meet from time to time to discuss matters of mutual interest and to promote and strengthen the purpose and objectives of this MOU.

Article 12

**Termination of Memorandum**

12. This MOU may be terminated if two-thirds of the Authorities agree to do so in writing. The termination will become effective at the end of two months after the date of termination in writing.

Article 13

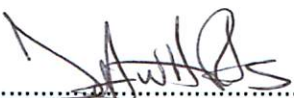
**Signatories**

13. This MOU will become effective on the day it is signed by all the Authorities by their respective Heads or by their representatives and, if it is not signed by all the Authorities on the same day, it shall come into effect on the date the last of the Authorities signs the MOU.

AGREED and signed this 10<sup>th</sup> day of April, 2014 in Road Town, Tortola, British Virgin Islands.

For the Attorney General's Chambers

For the BVI Airports Authority



.....  
Mrs. Jo-Ann Williams-Roberts  
Ag. Attorney General



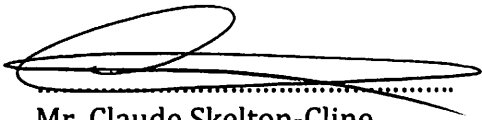
.....  
Ms. Diana Maduro  
Deputy Managing Director

Signed on the 10<sup>th</sup> day of April, 2014

Signed on the 10<sup>th</sup> day of April, 2014



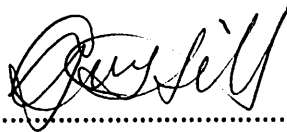
For the BVI Ports Authority



Mr. Claude Skelton-Cline  
Managing Director

Signed on the 10<sup>th</sup> day of April, 2014

For the Department of Immigration



Mr. Guy-Michel Hill  
Ag. Chief Immigration Officer

Signed on the 10<sup>th</sup> day of April, 2014

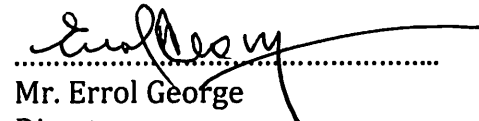
For the Department of Trade and  
Consumer Affairs



Mr. Maxwell George  
Deputy Director

Signed on the 10<sup>th</sup> day of April, 2014

For the Financial Investigation Agency



Mr. Errol George  
Director

Signed on the 10<sup>th</sup> day of April, 2014

For the Financial Services Commission



Mrs. Jennifer Potter-Questelles  
Deputy Managing Director, Corporate Services

Signed on the 10<sup>th</sup> day of April, 2014

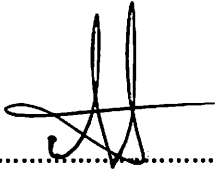
For Her Majesty's Customs



Mr. Wade Smith  
Commissioner of Customs

Signed on the 10<sup>th</sup> day of April, 2014

For the International Tax Authority



.....  
Mr. Neil Smith  
Financial Secretary

Signed on the 10<sup>th</sup> day of April, 2014

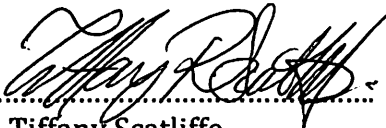
For the Non-profit Organisation  
Registration Board



.....  
Mr. Kenneth Hodge  
Chairman

Signed on the 10<sup>th</sup> day of April, 2014

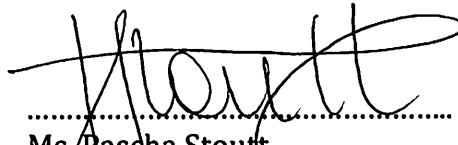
For the Office of the Director of  
Public Prosecutions



.....  
Ms. Tiffany Scatliffe  
Principal Crown Counsel

Signed on the 10<sup>th</sup> day of April, 2014

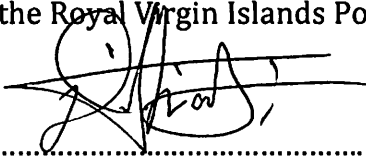
For the Post Office



.....  
Ms. Pascha Stoutt  
Postmaster General

Signed on the 10<sup>th</sup> day of April, 2014

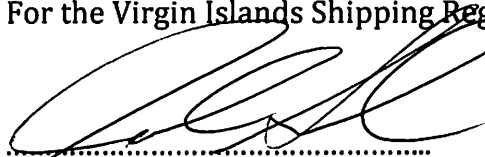
For the Royal Virgin Islands Police Force



.....  
Mr. David Morris  
Commissioner of Police

Signed on the 10<sup>th</sup> day of April, 2014

For the Virgin Islands Shipping Registry



.....  
Mr. John Samuel  
Director

Signed on the 10<sup>th</sup> day of April, 2014