



**MEMORANDUM OF UNDERSTANDING**

**FOR THE EXCHANGE OF INFORMATION  
AND  
SUPERVISORY COOPERATION  
AMONG THE**

**CENTRAL BANK OF TRINIDAD AND TOBAGO,  
THE FINANCIAL INTELLIGENCE UNIT OF TRINIDAD AND  
TOBAGO**

**AND**

**THE TRINIDAD AND TOBAGO SECURITIES AND  
EXCHANGE COMMISSION**



This Memorandum of Understanding (hereinafter "Memorandum") is entered into among the Central Bank of Trinidad and Tobago ("Central Bank"), the Financial Intelligence Unit of Trinidad and Tobago ("FIU") and the Trinidad and Tobago Securities and Exchange Commission ("TTSEC") (each hereafter referred to as "the Authority" or collectively as "the Authorities").

**Whereas the Authorities:**

- A. Recognize the need for mutual consultation, cooperation and information exchange between the Authorities in the carrying out of their regulatory and supervisory functions under the relevant Laws, Regulations and Rules of the Republic of Trinidad and Tobago.
- B. Acknowledge the importance of compliance with relevant international standards established by international standard setting agencies such as the Basel Committee on Banking Supervision, the International Association of Insurance Supervision, the International Organization of Securities Commissions, the Financial Action Task Force and the Egmont Group of Financial Intelligence Units.
- C. Recognize the importance of close cooperation in the event that a person licensed, regulated or supervised under the Laws, Regulations and Rules ("Regulated Person"), particularly one that is systemically important and whose failure would pose systemic risk to the financial system, is threatened by a potential financial crisis or other emergency situation.
- D. Recognize the importance of close communication and consultation on matters of common concern affecting Regulated Persons and Unregulated Persons.
- E. Acknowledge that the Laws, Regulations and Rules that apply to the Authorities may limit the transmission of certain information between the Authorities and recognize that this Memorandum does not create any legally binding obligations, confer any right, modify or supersede any domestic laws or regulatory requirements that apply to the Authorities.
- F. Agree to remain solely and fully responsible for the proper execution of their respective competencies, tasks and duties under applicable Laws, Regulations and Rules.
- G. Acknowledge that data-sharing, subject to legal restrictions, results in a number of benefits, including more comprehensive information for all Authorities, coordination and cross-fertilization across data sets, better-quality data and a reduction in reporting burden.
- H. Recognize that there are also benefits in cases where no data-sharing takes place but cooperation is established, for example, on issues such as data collection from Regulated Persons, reporting formats and technical standards.

It is hereby agreed among the Authorities as follows:

**1. DEFINITIONS**

"**The Authorities**" means the Central Bank, the FIU and the TTSEC.

"**AML/CFT/CPF**" means anti-money laundering, combatting the financing of terrorism and combatting proliferation financing.



**"Laws, Regulations and Rules"** means the provisions of the laws or the regulations and requirements promulgated thereunder governing the Central Bank, FIU and the TTSEC and other regulatory requirements that fall within the jurisdiction of the Authorities as amended, re-enacted or modified by any statute or statutory provision.

**"Person"** means a natural person, a corporation whether aggregate or sole, a limited liability company, a trust corporation, any other legal entity or organization, a partnership, an association, an unincorporated body of persons, a trust, a collective investment scheme or an investment fund.

**"Regulated Person"** means a person licensed, regulated or supervised under the Laws, Regulations and Rules.

**"Regulatory Agency"** means a government body formed or mandated under the terms of an Act or other legislation to ensure compliance with the provisions of the Act or such other legislation, and to carrying out its purpose thereunder.

**"Regulatory Arbitrage"** means the capitalization by, Regulated Persons and Unregulated Persons of loopholes in the Laws, Regulations and Rules in order to circumvent unfavorable regulation.

**"Requested Authority"** means the Authority to whom a request is made pursuant to this Memorandum.

**"Requesting Authority"** means the Authority making a request under this Memorandum.

**"Unregulated Person"** means any person carrying out activities that require licensing, authorization or registration by an Authority and who should be subject to the Laws, Regulations and Rules but is not currently licensed or registered by any Authority.

## 2. INTENT

- 2.1 This Memorandum sets forth a statement of intent to consult, cooperate and exchange information in respect of the supervision and oversight of Regulated Persons and Unregulated Persons in a manner consistent with, and permitted by, the Laws, Regulations and Rules that govern the Authorities.
- 2.2 The Authorities intend to consider requests received under this Memorandum expeditiously and in a prompt and timely manner.
- 2.3 The Memorandum will serve to promote integrity, efficiency, fairness and the safety and stability of the financial system.
- 2.4 The Authorities intend, where legal authorization is lacking, to actively pursue all avenues towards obtaining all necessary powers, including securing the passage of legislation and orders of the court, for the effective achievement of the objectives of this Memorandum.



2.5 As a general rule, any information received by an Authority under this Memorandum shall be treated as confidential to the full extent required by the relevant laws and regulations and used strictly for the purposes indicated.

2.6 This Memorandum does not create any legally binding obligation upon the Authorities.

### 3. SCOPE

3.1 Through the mechanisms set up by this Memorandum, the Authorities agree to establish a formal basis for consultation, cooperation and information exchange to enable the Authorities to perform their respective duties and functions effectively according to the Laws, Regulations and Rules.

3.2 To this end, the Authorities have reached the following understanding:

- a. To the extent permitted by the existing Laws, Regulations and Rules governing the Authorities, each Authority may exchange information that it has access to or that may come into its possession that is relevant to the functions and duties performed by the other Authority.
- b. Without prejudice to the generality of the foregoing, the scope of this Memorandum includes:
  - i. Disclosing information pertaining to the business and operations of Regulated Persons, including, but not limited to, corporate governance, risk management, internal controls, financial performance, AML/CFT/CPF compliance programme, and procedures and policies.
  - ii. Collaborating and sharing information on Unregulated Persons when there is suspicion that such persons are operating outside one or more Laws, Regulations and Rules;
  - iii. Implementing measures which seek to ensure that Regulated Persons meet required standards pertaining to AML/CFT/CPF and/or other regulatory matters through the exchange of information as permitted by the Laws, Regulations and Rules;
  - iv. Cooperating in the identification of financial crime activities by Regulated Persons and Unregulated Persons, including, money laundering and financing of terrorism;
  - v. Providing mutual assistance in the enforcement of the Laws, Regulations and Rules relating to Regulated Persons and Unregulated Persons subject to regulation by the Authorities;



- vi. Collaborating on the assessment of the fitness and propriety of the Compliance Officer and, where necessary, the Alternate Compliance Officer of a Regulated Person which is subject to supervision by more than one Authority;
- vii. Facilitating information sharing, co-ordination of communication, discussions and responses upon the declaration of and during a financial crisis;
- viii. Ensuring harmonization and consistency in the Laws, Regulations and Rules governing Regulated Persons to the extent practical so as to prevent regulatory arbitrage and facilitate cooperation in enforcement action and litigation;
- ix. Any other matters agreed upon between the Authorities from time to time as evidenced in writing and which are permitted by the Laws, Regulations and Rules.

3.3 The Authorities will facilitate, to the extent that laws permit, either on their own motion or upon request, the transmission of any relevant information, including, but not limited to information on corporate structure including group operations, administration, quality of organization and systems, the quality of management and any other information that may be relevant to the adequate supervision of Regulated Persons.

3.4 The Authorities have agreed to establish and implement Operating Protocols (**Appendix I**), which will specify the responsibilities of the Authorities and establish procedures for information sharing, consultation and cooperation.

#### 4. INFORMATION EXCHANGE PROCEDURES

4.1 This Memorandum does not affect the ability of the Authorities to provide information on their own motion, provided that the Authorities observe the relevant procedures for the sharing of such information.

4.2 Requests for information and assistance by a Requesting Authority will be made in writing or by any other means of communication as is agreed by the Authorities and shall be addressed to the designated contact person for the Requested Authority listed under Appendix II.

4.3 Requests for information or assistance by a relevant Authority shall be completed using the form in **Appendix III**, or by any other means of communication as agreed by the Authorities, and shall include the purpose for which the information or assistance is being requested.

4.4 In urgent circumstances, the Requested Authority will accept a request for assistance or information by telephone, email or any other means of communication agreed to by the parties. Such urgent communication must be confirmed in writing within five (5) working days using the form in Appendix III addressed to the Requested Authority's contact person.



- 4.5 The Authorities agree to take all necessary measures to provide as prompt and as complete a response as possible. The Requested Authority will notify the Requesting Authority regarding any circumstances preventing or delaying the fulfillment of a request for information or assistance.
- 4.6 Where the Requested Authority is satisfied, in accordance with this Memorandum and the Laws, Regulations and Rules that the assistance or information should be given, the Requested Authority will provide any relevant information that is required to assist with the supervisory or regulatory process.
- 4.7 The provisions of this Memorandum do not lead to the right of any Person, directly or indirectly, to obtain, suppress or exclude any information, or to challenge the execution of a request for assistance under this Memorandum.
- 4.8 Each request will be assessed on a case-by case basis by the Requested Authority to determine whether assistance or information can be provided under the terms of this Memorandum.
- 4.9 A Requested Authority may request feedback on the use and/or usefulness of information provided to the Requesting Authority. Where such feedback is requested, the Requesting Authority shall provide feedback to the Requested Authority in a timely manner.

## 5. UNSOLICITED INFORMATION

- 5.1 To the extent permitted by the Laws, Regulations and Rules, where one Authority has information that will assist the other Authority to perform its regulatory functions, the former may provide such information, or arrange for such information to be provided fully and freely even though the other Authority has made no request. The terms and conditions of this Memorandum will apply if the Authority providing the information specifies that it is providing the information under this Memorandum.

## 6. PERMISSIBLE USES OF INFORMATION

- 6.1 Any assistance or information provided under this Memorandum shall be used by the Requesting Authority only for the purpose of enabling the Requesting Authority to exercise its regulatory functions, as specified in the request identified in Clause 4.3, including but not limited to:
  - a. conducting a civil or administrative enforcement procedure, whether public or private; or
  - b. assisting in the investigation of a criminal offence applicable to the violation of provisions specified in the request, where such offence pertains to Laws, Regulations and Rules administered by the Requesting Authority, subject to the restrictions in the Laws, Regulations and Rules and Clauses 6.3 and 6.5 hereunder.



- 6.2 With reference to Section 5 of the Operating Protocols (Appendix I), if the Requesting Authority wants to use the information obtained for any purpose other than that stated in Clause 4.3, the Requesting Authority must seek permission, in writing, from the Requested Authority and the Requested Authority shall, if it deems fit, consent in writing to such use prior to the information being used by the Requesting Authority for such other purpose.
- 6.3 Where the Requesting Authority believes that sharing confidential information with a third party is necessary, it must inform the Requested Authority in writing of the third party's interest in the information, and the Requested Authority shall, if it deems fit, consent in writing, to the information being shared with or used by the third party prior to the information being used by the Requesting Authority for its purposes under Clauses 4.3 or 6.2.
- 6.4 For the purposes of this Memorandum, confidential information includes, but is not limited to, technical, financial or operational information such as corporate structure, quality of management, accounts or transaction information of the Regulated Person or Unregulated Person.
- 6.5 In the event that the Requested Authority opposes such use as referred to in Clauses 6.2 and 6.3 above, the Requested Authority and Requesting Authority may consult to determine the appropriate terms, if any, under which the information may be so used.

## 7. CONFIDENTIALITY

- 7.1 The Authorities will, to the full extent permitted by the Laws, Regulations and Rules take all necessary steps to keep confidential:-
- a. Any request for assistance or information pursuant to this Memorandum;
  - b. Any information received or provided pursuant to this Memorandum; and
  - c. Any matter arising during the operation of this Memorandum, including consultations and unsolicited information.
- 7.2 With reference to Clause 7.3, the Requesting Authority shall not disclose the assistance or information obtained pursuant to this Memorandum to third parties without the prior written consent of the Requested Authority. Such consent will not normally be withheld if:
- a. The purpose of sharing such information to such an agency or body falls within the scope of this Memorandum; and
  - b. A prior undertaking has been obtained from the recipient by the Requested Authority that it will, and is legally obliged to, maintain the confidentiality of the information.
- 7.3 The confidential treatment of assistance and information by the Authorities will continue even if an Authority gives notice of its intention to cease cooperation under this Memorandum. The Authorities understand that the Laws, Regulations and Rules place limitations on the use and disclosure of non-public information obtained pursuant to this Memorandum.



- 7.4 In the event that an Authority is legally compelled by an order of the court to disclose to a third party, including a third party supervisory authority, information that has been provided in accordance with this Memorandum, that Authority shall prior to complying with the demand, promptly notify the Requested Authority, indicating what information it is compelled to release and the circumstances surrounding its release.
- 7.5 The Requesting Authority will also assert such appropriate legal exemptions or privileges with respect to such information as may be available and will use its best efforts to protect the confidentiality of non-public documents and information received under this Memorandum.

## **8. RIGHTS OF THE REQUESTED AUTHORITY**

- 8.1 The Requested Authority may deny requests for information and assistance under this Memorandum:-
- a. where the request is not in accordance with this Memorandum;
  - b. where the request would require the Requested Authority to act in a way that would violate the Laws, Regulations and Rules or other obligations of the Requested Authority;
  - c. where compliance with the request may be prejudicial to performance of the functions of the Requested Authority;
  - d. where release of the information or documents requested may unduly prejudice an investigation or court proceedings;
  - e. on grounds of public interest or essential national interest; or
  - f. where the provision of such information would constitute a breach of any confidentiality or other requirements of any Laws, Regulations and Rules.
- 8.2 Where the Requested Authority refuses a request for assistance or information, or where assistance or information is not allowed under the Laws, Regulations and Rules, the requested Authority will provide the reasons for not granting the assistance.
- 8.3 The Authorities recognize that this Memorandum neither limits nor enhances their respective powers to investigate or gather information or take measures otherwise than as provided in this Memorandum to obtain information, whether or not concerning a request under the Memorandum.

## **9. COST OF INFORMATION REQUESTS**

- 9.1 Where substantial costs are incurred in responding to a request under this Memorandum, the Requested Authority may require the Requesting Authority to contribute to its cost in an amount agreed upon by the Authorities.
- 9.2 The Authorities agree to bear the expenses involved in the implementation of this Memorandum independently, unless an alternative procedure is agreed upon in writing, signed by the Authorities.



## 10. CONSULTATION

- 10.1 The Authorities will consult each other periodically, through ongoing formal and informal mechanisms, to enhance regulatory cooperation, improve the operation of the Memorandum and resolve any matters that may arise, including, but not limited to:
- a. general regulatory and supervisory issues;
  - b. common and cross-cutting issues pertaining to the operations, activities and regulation of Regulated Persons and Unregulated Persons;
  - c. enforcement actions; and
  - d. any other areas of mutual supervisory interest.
- 10.2 The Authorities will consider the need for additional measures for the exchange of supervisory and surveillance information on Regulated Persons and Unregulated Persons in the administration of the Laws, Regulations and Rules on an ongoing basis. To this end the Authorities will inform one another of the adoption of measures that may affect the respective Authority's ability to provide assistance under this Memorandum.
- 10.3 The Authorities may take practical measures necessary to facilitate the implementation of this Memorandum.

## 11. ONSITE EXAMINATIONS

- 11.1 The Authorities recognize that consultation, cooperation and the exchange of information is particularly useful in assisting each other in carrying out examinations of Financial Institutions<sup>1</sup> regulated or supervised by more than one Authority.
- 11.2 With reference to Section 6 of the Operating Protocols (Appendix I) and as may be jointly decided by the Authorities, examinations may be carried out by an Authority alone or accompanied by another Authority, to the extent permitted by Laws, Regulations and Rules.

## 12. SHARING OF DATA

- 12.1 The Authorities, where discussed and agreed, will collaborate on the approach and the development of reporting forms that will be used in the collection of data, in order to ensure coherence. Note that coherence does not necessarily imply full numerical consistency, but rather consistency of methods and collection standards.
- 12.2 The Authorities recognize that technical barriers to information exchange can arise, for example, if data is submitted on software that is not readily compatible with that of another Authority. This can result in undue delay in the use of the information. As far as is possible, the Authorities will

---

<sup>1</sup> For the purposes of this section "Financial Institution" has the same meaning assigned to it under Section 2 of the Proceeds of Crime Act Chap:11.27 (as amended) and also includes any other Person, other than a person carrying on a Listed Business, who is licensed, registered or regulated pursuant to any of the other Laws, Regulations and Rules.



collaborate to ensure that the information is submitted in a format and manner that is both compatible and can be easily used.

### **13. REVIEW AND AMENDMENT**

13.1 No waiver, amendment or alteration to this Memorandum shall be effective unless there is mutual consent and is made in writing and executed by the Authorities.

### **14. EFFECTIVE DATE**

14.1 Cooperation in accordance with this Memorandum will begin on the date of execution by the Authorities and shall remain effective unless terminated by one or more of the Authorities.

### **15. TERMINATION**

15.1 An Authority may terminate its participation in this Memorandum at any time by giving at least thirty (30) working days written notice to the other Authorities.

15.2 This Memorandum will continue in effect until the expiration of thirty (30) working days after an Authority gives written notice to the other Authorities of its intention to discontinue cooperation and assistance under this Memorandum.

15.3 If an Authority gives a termination notice, cooperation and assistance in accordance with this Memorandum will continue with respect to all requests for assistance that were made or information provided before the effective date of notification (as indicated in the notice but no earlier than the date the notice is sent) until the Requesting Authority terminated the matter for which assistance was requested. The provisions of this Memorandum concerning confidentiality will continue thereafter with respect to information in the possession of the Requesting Authority.

### **16. DISPUTE RESOLUTION**

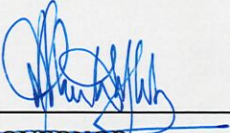
16.1 Where a dispute arises out of the interpretation, operation and implementation of this Memorandum, the Authorities will make every effort to have such dispute settled amicably through consultation or negotiation among the Authorities.

16.2 In the event of an Authority's significant failure to comply with the provisions of this Memorandum, either Authority may suspend the application of the Memorandum.




THIS MEMORANDUM OF UNDERSTANDING IS PREPARED IN TRIPLICATE AND:

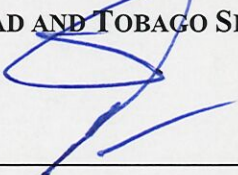
SIGNED THIS 17<sup>th</sup> DAY OF July, 2019  
FOR AND ON BEHALF OF THE  
CENTRAL BANK OF TRINIDAD AND TOBAGO

  
\_\_\_\_\_  
GOVERNOR

SIGNED THIS 17<sup>th</sup> DAY OF July, 2019  
FOR AND ON BEHALF OF THE  
FINANCIAL INTELLIGENCE UNIT OF TRINIDAD AND TOBAGO

  
\_\_\_\_\_  
DIRECTOR *AG*.

SIGNED THIS 17<sup>th</sup> DAY OF July, 2019  
FOR AND ON BEHALF OF THE  
TRINIDAD AND TOBAGO SECURITIES AND EXCHANGE COMMISSION

  
\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER