



Jersey Financial
Services Commission

Information Sharing Agreement

Between the following:

The Jersey Financial Services Commission (JFSC)

and

The Joint Financial Crimes Unit (JFCU)

For the purpose of sharing information relating to beneficial ownership of Corporate and Legal Entities registered with the Companies Registry at the Jersey Financial Services Commission

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Summary sheet

Title of Agreement	Information Sharing Agreement (the Agreement)
Purpose	<p>To facilitate the sharing of beneficial ownership and control information of companies and partnerships registered with the Companies Registry at the Jersey Financial Services Commission between the organisations listed below.</p> <p>The purpose of the information sharing is to comply with:</p> <ol style="list-style-type: none"> a. Obligations set out in the Exchange of Notes between the Government of the United Kingdom and the Government of Jersey in respect of the sharing of beneficial ownership and control information dated 13 April 2016 (the Exchange of Notes); and b. The direction issued by the Chief Minister of Jersey on 30 June 2017 detailing Jersey's continued commitment to exchange beneficial ownership and control information with international and domestic law enforcement and tax authorities in the furtherance of the worldwide fight against financial crime.
Partners	The Jersey Financial Services Commission (JFSC); and the Joint Financial Crimes Unit (JFCU), (each a Partner and together the Partners)
Date Agreement comes into force	30 June 2017
Date of 1st Agreement review	1 January 2018
Agreement owner	JFSC
Agreement drawn up by	JFSC on 30 June 2017
Location of Agreement in force	JFSC and JFCU A copy of this Agreement will be made available on the JFSC Registry website

Version Record

Version Number	Amendments Made	Authorisation	
0.1		0.1	

1 Introduction

- 1.1 The Jersey Financial Services Commission (the **Commission**) collects and maintains information on beneficial ownership and control of Jersey incorporated companies or Jersey registered partnerships in Jersey by virtue of the provisions of the Control of Borrowing (Jersey) Law 1947 and the Control of Borrowing (Jersey) Order 1958. Equally, the Commission collects and maintains information relating to Foundations. That information is held in a central register within the Commission.
- 1.2 Under Article 5(1)(b) of the Financial Services Commission (Jersey) Law 1998 (the **Commission Law**) the Commission is responsible for providing the States, any Minister or any other public body with reports, advice, assistance and information in relation to any matter connected with financial services. It is agreed that this includes all information held by the Commission and particularly information obtained under the Control of Borrowing (Jersey) Order 1958.
- 1.3 Article 8 of the Commission Law sets out the general powers of the Commission, which includes the power to do anything that is calculated to facilitate; or that is incidental or conducive to, the performance of any of its functions.
- 1.4 Article 9 of the Commission Law provides the Commission with a limitation of liability to the extent that they shall not be liable in damages for anything done or omitted in the discharge or purported discharge of any function under, or authorised by or under, this Law or any other enactment unless it is shown that the act or omission was in bad faith.
- 1.5 By way of a Direction from the Chief Minister, given under Article 12 of the Commission Law dated 30 June 2017, the Commission has been directed to exercise its powers to allow the JFCU access to selected¹ beneficial ownership and control information held by the Commission for the purpose of fulfilling the obligations of the Exchange of Notes and to ensure that domestic law enforcement is able to obtain and, where appropriate, exchange beneficial ownership information with overseas law enforcement and tax authorities in the furtherance of the worldwide fight against financial crime.
- 1.6 This information sharing agreement (the **Agreement**) has been drawn up under the umbrella of the Exchange of Notes as well as the States of Jersey continued commitment to comply with the direction issued by the Chief Minister of Jersey on 30 June 2017 detailing Jersey's continued commitment to ensure that domestic law enforcement is able to obtain and, where appropriate, exchange beneficial ownership and control information with overseas law enforcement and tax authorities in the furtherance of the worldwide fight against financial crime.
- 1.7 The overall objective of this information sharing is to comply with the obligations set out in the Exchange of Notes as well as the States of Jersey continued commitment to exchange beneficial ownership and control information with international and domestic law enforcement and tax authorities.

¹ Selected in the context of this Agreement means information listed in the Technical Protocol of the Exchange of Notes as set out at page 9-10 of the Exchange of Notes attached at Schedule 2.

- 1.8 In order to meet this objective, it is necessary for the Partners to share selected personal information, ensuring that security is maintained at all times and that information is held in accordance with data protection principles.

2 Policy statements and purpose

- 2.1 The proposed data sharing is necessary in order to comply with a) the Government of Jersey's commitment made pursuant to the Exchange of Notes and b) the States of Jersey continued commitment to comply with the Direction issued by the Chief Minister of Jersey, given under Article 12 of the Commission Law dated 30 June 2017, detailing Jersey's continued commitment to exchange beneficial ownership and control information with international and domestic law enforcement and tax authorities in the furtherance of the worldwide fight against financial crime.
- 2.2 The purpose of this Agreement is to enable information to be shared between the Partners in support of the following objective(s):
- › The provision of beneficial ownership and control information for the prevention and detection of corruption, money laundering, terrorism financing, financing of the proliferation of weapons of mass destruction and other serious and organised crime.
 - › Facilitating timely and secure access for UK law enforcement and UK tax authorities, to beneficial owner and control information whilst ensuring individuals concerned are not informed that a request has been made.
 - › Provision of access, through the designated point of contact, to beneficial ownership and control information held by the Companies Registry at the JFSC².
 - › To ensure adequate, accurate and current beneficial ownership and control information is held by the Companies Registry at the JFSC. This information will be held in a secure central electronic database.
 - › Allowing, subject to data protection safeguards, and in respect of urgent one hour requests only, an automatic right to the provision of unrestricted and timely beneficial ownership and control information held in Jersey for the law enforcement purposes (as set out in the first bullet point above).
- 2.3 The benefit of the commitment made ensures that Jersey remains a leader in a number of international initiatives to improve access to beneficial ownership and control information and in providing adequate, accurate and current beneficial ownership and control information through its Central Register supported by the effective regulation of Trust and Company Service Providers (TCSPs). The commitment made under the Exchange of Notes continues the existing positive law enforcement cooperation between the Governments of Jersey and the United Kingdom.
- 2.4 It is recognised that Jersey has a strong history of passing relevant vetted beneficial ownership and control information to, in particular, UK law enforcement authorities to the declared satisfaction of UK law enforcement agencies, through existing gateways.

² Information concerning beneficial ownership and control is currently collected under the Control of Borrowing (Jersey) Order 1958. Consents have been issued requiring all Jersey registered companies (all forms) and partnerships (LLPs, LPs, ILPs and SLPs) to provide such information to the JFSC. Foundations and Collective Investment Funds (CIFs) have no legal obligation to submit beneficial ownership and control information and accordingly any updated information has been submitted and filed on a voluntary basis.

- 2.5 However, the Exchange of Notes in particular now demand that all information on beneficial ownership and control is centralised. As a result, TCSPs will need to provide accurate and up to date information to the JFSC by 30 June 2017. This is because the obligations must be in place by this date.
- 2.6 For the avoidance of any doubt, this Information Sharing Agreement does not extend to cover the transmission of information between the JFCU and the UK law enforcement agencies. It is understood and accepted by both Partners that data sharing will continue to be transmitted in line with the current Egmont Principles and Charter and that the JFSC cannot be held liable in respect of any onward transmission of data (howsoever made).

3 Partners

- 3.1 This Agreement is between the Partners listed in Appendix 1, from the following organisations:
- › The JFSC; and
 - › The JFCU.
- 3.2 If a new Partner joins the Agreement, a new version of the Agreement will be issued as soon as possible, and in any event within one month of the new Partner expressing a wish to join, and circulated to all participating parties.
- 3.3 If a Partner leaves the Agreement, a new version of the Agreement will be issued as soon as possible, and in any event within one month, to all participating parties. Partners must refer to section 5.5 regarding retention and deletion of information that has been shared.

4 Basis for sharing

- 4.1 The information sharing is consistent with the following:
- › The Data Protection (Jersey) Law 2005 (in particular Schedule 2(3) and Schedule 3(7)(c));
 - › Proceeds of Crime (Jersey) Law 1999 (Article 34);
 - › Investigation of Fraud (Jersey) Law 1991 (Article 3);
 - › Criminal Justice (International Co-Operation) (Jersey) Law 2001 (Article 5);
 - › Companies (Jersey) Law (Article 113P(6));
 - › the Control of Borrowing (Jersey) Law 1947 and the Control of Borrowing (Jersey) Order 1958; and
 - › the Financial Services Commission (Jersey) Law 1998.
- 4.2 Any information shared and the processes used to share such information are relying on the exemption under Article 29 (1)(a) of the Data Protection (Jersey) Law 2005. The information shared and the processes used will be and are compliant with the relevant Human Rights legislation.

5 Process

- 5.1 This Agreement has been formulated to facilitate the exchange of beneficial ownership and control information relating to corporate and legal entities between the signatories held in Jersey, for law enforcement purposes. It is, however, incumbent on all Partners to recognise that any information shared must be justified on the merits of this Agreement. The balance, between an individual's rights under data protection legislation and human rights legislation and the need to disclose information, must be assessed to ensure the information shared between agencies is proportionate to the purpose. Anyone in doubt should consult their Specific Point of Contact (SPOC) (identified in Schedule 1) before proceeding.
- 5.2 Information to be shared
- 5.2.1 Information to be shared is set out in the Technical Protocol of the Exchange of Notes attached as Schedule 2. This is limited to: surname, forename, date of birth, where born, nationality, occupation, alias, gender and residential address of beneficial owners and controllers, but may include operational logs such as usernames.
- 5.2.2 This data may ultimately be shared with UK law enforcement and UK tax authorities. The JFSC does not control the use of the information by the UK law enforcement agencies nor the JFCU. The Partners agree that any onward transmission of Information must be in accordance with the Egmont Principles and Charter.
- 5.2.3 It is agreed that the JFCU will have access to a limited view of the JFSC registers via a dedicated secure desktop application that will be set in a hardened JFSC issued Desktop that is positioned within a restricted access location within the JFCU's premises.
- 5.2.4 Law enforcement authorities are requested to use the normal process to obtain information that is not specified in the Technical Protocol of the Exchange of Notes using normal protocol under the Egmont system as specified in the Egmont Principles and Charter.
- 5.3 How will the information be transferred?
- 5.3.1 The User Manual set out in Schedule 3 of this Agreement sets out how the information will be transferred.
- 5.3.2 The overall security standards required of participating organisations to manage the information received and transmitted, must be in line with the Message Layer Security and application security specification.
- 5.3.3 The Intelligence Access Point (IAP) being the software provided by the JFSC to the JFCU, has been developed in line with security best practices, combining multiple layers of security controls, including both in transit and at rest encryption, fixed point to point access restrictions, physical hardware controls, and digitally signed traffic exchange. Each element of the deployment has been assessed by a trusted expert third party at both the design phase as well as through a rigorous set of vulnerability assessments.
- 5.3.4 Having regard to the state of technological development and the cost of implementing such measures, the Partners have in place appropriate technical and organisational security measures in order to:

- a. prevent³:
 - (i) unauthorised or unlawful access or processing of the shared information; and
 - (ii) the accidental or malicious loss or destruction of, or damage to, the shared information
- b. ensure a level of security appropriate to:
 - (i) the harm that might result from activities identified in 5.2.4(a)(i) and 5.2.4(a)(ii); and
 - (ii) the nature and sensitivities of the shared information to be protected.

- 5.3.5 It is the responsibility of each Partner to ensure that its staff members are appropriately trained to handle and process the shared information in accordance with the technical and organisational security measures together with any other applicable data protection laws and guidance.
- 5.3.6 The level, content and regularity of training referred to in clause 5.3.4 and 5.3.5 shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and processing of the shared information.
- 5.3.7 Before being shared, all information is understood to have been protectively marked as Highly Sensitive (Red)⁴.
- 5.3.8 The JFCU is under a strict obligation to notify any potential or actual losses of the shared information to the JFSC's SPOC's immediately on identification of any suspected or actual loss.
- 5.3.9 Each Partner agrees to follow the following steps in the event that the Partner becomes aware of an actual, or suspected, breach of data security relating to data processed pursuant to the Exchange of Notes;

1	Immediately limit the breadth of the damage and take all reasonable steps to retrieve the data
2	Notify the Partner Specific Point of Contact immediately
3	Impacted Partners to collaborate to resolve the issue and communicate with those affected within 72 hours
4	The Partners will assess the risk to the public within 72 hours
5	The Partners will undertake measures to prevent the breach re-occurring within 6 months of the breach

- 5.3.10 The JFCU staff authorised to access the shared information will do so by logging onto a locked down computer by double clicking on the Intelligence Access Point icon on the desktop. The JFSC will provide the JFCU with a master/administrator account. The master account can create other user accounts under their own authority. Functionality is built into the Intelligence Access Point to do this. The JFSC will issue the SPOC of the JFCU with one USB security dongle which will have a digital token. The JFCU will ensure that there is restricted access to the office in which the locked

³ For example by strict limitation of use by the JFCU.

⁴ This being any information with a significant reputational impact on the profits or resources of an Entity/Company/Partnership or Foundation, material events/plans that impact staff and/or are price sensitive or pose a potential reputational risk to the Island if disclosed.

down computer is located. The USB security dongle will be put in the locked down computer only when needed and removed and locked away securely when the office is unmanned. The location of the dongle at any time will be documented (such documentation to be kept secure). Such documentation may be requested by the JFSC and will be provided on request. All hardware provided by the JFSC must not be removed from the Police headquarters without the written consent of the JFSC. The JFSC reserves the right to demand that certain conditions are met or are adhered to before any such move of hardware is made by the JFCU. Should the conditions not be acceptable to the JFCU the Partners agree to resolve the matter through the Dispute Resolution Procedure at clause 5.10.

- 5.3.11 The JFCU will provide a fixed IP address for the connection to the JFSC, off their main internet firewall. The JFSC will provide the operating systems, the hardware and the firewall. For the avoidance of any doubt, the JFSC shall at all times maintain the operating system, hardware and firewall. Access for such maintenance must not be denied or hindered.
- 5.3.12 The JFSC will secure the hardware installed at a software and operating system level and the JFCU will secure the hardware at a physical level and ensure that it is not removed from the site. The JFCU will indemnify the JFSC in the event that the locked down computer is either lost or damaged and hereby undertakes that it shall immediately take action using best endeavours to mitigate any damage or loss caused.
- 5.3.13 The JFSC will initially carry out patching of the operational software using a data transfer device keyed to the client machine. It will be carried out by JFSC staff who will negotiate access with the JFCU. Patching will be undertaken on a monthly basis or as required for critical patching.
- 5.3.14 Save for one penetration test, all other penetration testings have now been concluded. The final penetration test is a Network Layer test that will be performed once the hardware physically installed at the JFCU.
- 5.3.15 The JFCU agree to maintain an audit trail in order ensure accountability at a user level, documenting and recording requests made and information shared in the event that this is questioned.
- 5.3.16 The Partners agree to the following support service levels:
 - a. If out of hours loss of service issues arise, it is agreed that a pragmatic approach is to be taken and the JFCU will be provided with access to the JFSC system to meet the Exchange of Notes timeframes.
 - b. The Partners agree regular maintenance and patching downtime (this is envisaged as being 3 hrs per month – agreed by the Partners in writing in advance)
 - c. Maintenance to include windows and uptime SLA for central IWS (Intelligence web service and OneSys / RegSys)
 - d. The JFSC reserves the right to remove service immediately without liability in the event of, for example, a suspected security breach.

5.4 Ensuring Data Quality

- 5.4.1 Data quality is a perception or an assessment of data's fitness to serve its purpose in a given context. Aspects of data quality include (but is not limited to): Accuracy; completeness; status; consistency; reliability; accessibility. The Partners agree it is crucial to operational and transactional processes and to the reliability of business and intelligence reporting.

- 5.4.2 Before sharing data, officers will check that the information being shared is accurate and up to date to the best of their knowledge by ensuring that they are aware of guidance notes and the manner the reporting regime operates in Jersey. If sensitive data is being shared which could harm the data subject if it was inaccurate, then particular care must be taken.

5.5 Information Use, Review, Retention and Deletion

- 5.5.1 Partners to this Agreement undertake that information shared under the Agreement will only be used for the specific purpose for which it was shared, in line with this Agreement. It must not be shared for any other purpose outside of this Agreement.
- 5.5.2 In each case, the JFSC remains the primary information owner and record keeper for the information that is shared.
- 5.5.3 The JFSC's retention period for the information it shares is 21 years from dissolution. The JFCU will retain the information shared for no longer than it deems necessary.
- 5.5.4 The JFSC consents to the JFCU sharing the information on beneficial ownership with the UK law enforcement and tax authorities in accordance with the Exchange of Notes. It does not consent to releasing this information to any other third party without obtaining the express written authority of the JFSC.

5.6 Roles and Responsibilities Under this Agreement

- 5.6.1 The people and teams who will have access to information provided under this Agreement are:
 - JFSC
 - › Julian Lamb, Director, JFSC
 - › Denis Philippe, Head of IT, JFSC
 - JFCU
 - › A member of the Financial Intelligence Unit (FIU)
- 5.6.2 All Partners to this Agreement must appoint Specific Points of Contact (SPOC) – see Schedule 1.
- 5.6.3 The SPOC's of each Partner will be the first port of call for questions about the Agreement. If there is a problem such as a potential information security breach, relevant SPOCs must be contacted.
- 5.6.4 It is the responsibility of everyone sharing information and accessing and using the information that has been shared to take appropriate decisions, then hold the information securely, in accordance with the standards set out in the overall Exchange of Notes, the Manuals and guidance attached as schedules to this Agreement and this Agreement. Any person who is not sure of the requirements on them should read the Exchange of Notes, the Manuals and guidance attached as schedules to this Agreement and this Agreement, then, if necessary, contact their SPOC.
- 5.6.5 Only appropriate and properly authorised persons will have access to the information specified in this Agreement. If in doubt, a person intending to share or access information should contact their SPOC.

5.6.6 Information shared between Partners must not be disclosed to any third party without the written consent of the Partner that provided the information. For the purposes of this Agreement, approval for such sharing lies with the SPOC of the originating organisation.

5.7 Review of the Information Sharing Agreement

5.7.1 This Agreement will be reviewed 6 months after its launch and every 6 months thereafter and as a result of such a review this Agreement may be subject to variation on the basis all Partners agree to such variation. The person responsible for initiating this process is: Julian Lamb

5.7.2 This Agreement may be reviewed as a result of new Data Protection legislation implications and will be reviewed and possibly varied for this reason on request by either Partner.

5.7.3 If a significant change takes place which means that the Agreement becomes an unreliable reference point, then the Agreement will be updated as needed and a new version circulated to replace the old one. If the Partners fail to agree what constitutes a significant change the Partners agree to preserve the status quo and agree to use the Dispute Resolution procedure set out in clause 5.10 before any changes are made to this Agreement.

5.7.4 If a SPOC departs their role, an alternative SPOC must be nominated as soon as possible.

5.7.5 The Agreement may be modified or amended by written agreement of the Partners.

5.8 Limitation of Liability

5.8.1 Should legal proceedings be served in relation to a data breach, as the receiver of the information, the JFCU agrees to hold harmless the JFSC against any and all claims, losses, causes of action or damage to the extent any data breach was caused by an act or omission in bad faith by the JFCU.

5.8.2 The Partners further agree that the Commission, in accordance with Article 9 of the Financial Services Commission (Jersey) Law 1998, shall not be liable in damages for anything done or omitted in the discharge or purported discharge of any function unless it is shown that the act or omission was in bad faith. .

5.9 Termination

5.9.1 Each Partner has the right to terminate its participation in this Agreement with immediate effect, but where practicable agrees to give written notice to the other Partner of its intention to terminate. In the event that a Partner gives notice of its intention to terminate its participation in this Agreement, all Partners agree to take reasonable steps to ensure that the termination does not affect any prior obligation or activity already in progress and to use reasonable endeavours to effect such termination.

5.10 Dispute Resolution

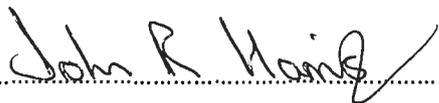
5.10.1 In the event of a dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof (a "dispute"), prior to issuing legal proceedings the Partners will use their best efforts to settle promptly such dispute through direct negotiation. Any dispute that is not settled within sixty

(60) days from the date either Partner has notified the other Partner of the nature of the dispute and of the measures that should be taken to rectify it will be resolved through consultation between the SPOCs. Each Partner will give full and sympathetic consideration to any proposal advanced by the other to settle amicably any matter for which no provision has been made or any controversy as to the interpretation or application of this Agreement.

6 Signatures

- 6.1 By signing this Agreement, all signatories accept responsibility for its execution and agree to ensure that staff are trained so that requests for information and the process of sharing itself are sufficient to meet the purpose of this Agreement.
- 6.2 Signatories must also ensure that they comply with all relevant legislation and with the provisions set out in the Exchange of Notes.

Signed on behalf of the JFSC

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Title: DIRECTOR GENERAL.....

Rank/ Position: HEAD OF JERSEY FINANCIAL SERVICES COMMISSION.....

Date: 30/6/17.....

Signed on behalf of the JFCU

.....


Title: DETECTIVE INSPECTOR.....

Rank/ Position: HEAD OF FINANCIAL INTELLIGENCE UNIT.....

Date: 30/6/17.....

Schedule 1: Partners, signatories and leads

Identity of all the organisations that will be involved in the data sharing and including contact details for both a lead officer in the area concerned and the organisation's information sharing lead.

Organisation	Departments	Lead signatory NB: indicate if Specific Point of Contact (SPOC)	Information Sharing Lead NB: Indicate if Specific Point of Contact (SPOC)
JFSC	Registry	Julian Lamb	Denis Philippe

Schedule 2: Exchange of Notes

Exchange of Notes between the Government of the United Kingdom and the Government of Jersey in respect of the sharing of beneficial ownership information

1. This commitment between the Government of the United Kingdom and the Government of Jersey ("the Participants") is an important demonstration of our partnership to enhance the effectiveness of the long-standing law enforcement cooperation between the Participants in respect of the on-going sharing of beneficial ownership information.

2. The Participants recognise the importance of the provision of beneficial ownership information for the prevention and detection of corruption, money laundering, terrorism financing, financing of the proliferation of weapons of mass destruction and other serious and organised crime. It also recognises the importance of facilitating timely and secure access for law enforcement agencies to such information whilst ensuring individuals concerned are not informed that a request has been made.

3. This commitment is made in the context of a number of international initiatives to improve access to beneficial ownership information, including the Fourth Money Laundering Directive of the European Union, Financial Action Task Force (FATF) Recommendations and Guidance on Transparency and Beneficial Ownership, the G20 High Level Principles on Beneficial Ownership Transparency and the UK Government's decision to establish a public central register of beneficial ownership information.

4. It also recognises the commitment of Jersey to international standards for the exchange of information for tax and other purposes. This is evidenced by the range of instruments and protocols that are already in effect, such as mutual legal assistance treaties and tax agreements, which allow access to the beneficial ownership information available from the Central Companies Registry and from the regulated trust and company service providers.

5. Through this Exchange of Notes, each Participant commits to providing the law enforcement authorities of the other Participant with beneficial ownership information for corporate and legal entities incorporated in their respective jurisdiction and will implement this commitment as set out in the attached Technical Protocol, which is to be read as part of the commitment of both Participants.

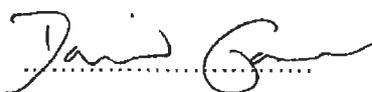
6. The Participants will hold adequate, accurate and current beneficial ownership information for corporate and legal entities incorporated in their own jurisdictions.

This information will be held in a secure central electronic database or similarly effective arrangement.

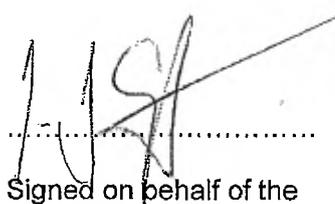
7. Law enforcement authorities of the Participants will have the automatic right to the provision of unrestricted and timely (where urgently required, within one hour) beneficial ownership information held in the other jurisdiction for the law enforcement purposes set out in Paragraph 2 above.

8. The Participant in whose jurisdiction the requested beneficial ownership information is held will be responsible for ensuring that searches are carried out securely; in particular ensuring that those interested in or otherwise connected to the corporate and legal entities concerned are not informed that a search is in progress or has been conducted and ensuring that the information that a search has been requested or conducted is not made known publicly, in accordance with the terms of the attached Technical Protocol.

9. Furthermore, the Participants will monitor the practical application of this commitment so that action can be taken to ensure it is implemented effectively and efficiently.



Signed on behalf of the
Government of the UK



Signed on behalf of the
Government of Jersey

Date : 13 April 2016

Technical Protocol

1. This Technical Protocol is appended to the Exchange of Notes dated 2016 between the Government of the United Kingdom and the Government of Jersey in respect of the sharing of beneficial ownership information and is to be used in accordance with Paragraph 2 of the Exchange of Notes.

Beneficial Ownership Information in respect of Corporate and Legal Entities incorporated in the UK

2. The Government of the United Kingdom has established a comprehensive central register of people with significant control ("PSC Register"), to be held and maintained by Companies House. This will be a publicly accessible central register in respect of companies, limited liability partnerships (LLPs) and Societates Europaeae (SEs) incorporated in the United Kingdom. This will be online and searchable free of charge by both name of corporate entity and name of individual. Some PSC information is suppressed from the public central register under exceptional circumstances. All PSC information, including the information suppressed from the public central register, is available to the United Kingdom law enforcement authorities.

3. Acting only in furtherance of their functions, Jersey law enforcement authorities will be able to request from the United Kingdom law enforcement authorities all of their non-public adequate, accurate and current beneficial ownership information from the PSC register.

Beneficial Ownership Information in respect of Corporate and Legal Entities incorporated in Jersey

4. The Government of Jersey will maintain a central Jersey Database of Beneficial Ownership ("the Companies Register") to be held and maintained by the Companies Registry overseen by the Jersey Financial Services Commission. This will contain adequate, accurate and current beneficial ownership information on corporate and legal entities incorporated in Jersey.

5. The existing Jersey Database will be held electronically and will be searchable by both name of corporate and legal entity and name of individual.

6. Acting only in furtherance of their functions, United Kingdom law enforcement authorities will be able to request from the Jersey Joint Financial Crimes Unit all of

their adequate, accurate and current beneficial ownership information contained on the Jersey Database on corporate and legal entities incorporated in Jersey.

Obligations of Participants

7. The Participants will establish designated points of contact, whose function will be to receive and respond to each other's law enforcement authorities' requests for beneficial ownership information.

i) Requests for information will be submitted to the designated point of contact on a form, the template for which is attached to this Protocol.

ii) The designated point of contact will be permanently staffed by individuals who have passed security vetting tests to a standard agreed with the National Crime Agency.

iii) The designated point of contact will provide the information sought of it within twenty-four hours of the submission of a request for information unless it is notified that the request for information is urgent, in which case it will provide the information sought of it within one hour, or such other time period as may be agreed between the requesting law enforcement authority and the designated point of contact in accordance with the individual circumstances of the request. In calculating these periods of time, no allowance will be made for office hours, weekends or public holidays.

iv) Members of the designated point of contact will provide beneficial ownership information that is both complete and helpful to the requesting law enforcement authorities. As such, the designated point of contact will accept and reply to requests for such information, which include requests for sequential searches to be carried out. Such requests may include a request to identify the beneficial owner of a named company incorporated in the Participant's jurisdiction and then to identify all other corporate and legal entities incorporated in the Participant's jurisdiction in which the beneficial owner has an interest as well as the names of other individuals with interests in those corporate and legal entities. Multiple or sequential search requests may be made at the same time, and will be conducted within the same twenty-four hour period (or one hour in urgent cases).

v) Members of the designated point of contact will have full authority to respond to requests for information made in accordance with this Protocol. It follows that no member of the point of contact will be required to seek any further authorisation or confirmation that they may respond to a request for information.

vi) The Participants will ensure the security of the request and any information provided by:

a. criminalising any disclosures of information relating to requests made in accordance with this Protocol, and reinforcing the severity of the offence with a suitably dissuasive penalty;

b. ensuring that each member of the designated point of contact has imposed as part of his or her terms and conditions of service an instruction not to disclose any information relating to requests made in accordance with this Protocol, and by bringing enforcement action in the case of any breach; and

c. providing the designated point of contact with physically secure premises and secure IT systems from which to operate.

vii) The criminal and administrative controls referred to in paragraphs vi) a. and b. above will not apply to any request for information or any supply of information to the Participants' law enforcement authorities made in accordance with the terms of this Protocol.

viii) Arrangements for the supply of information by the designated point of contact in accordance with the terms of this Protocol are intended to mirror the ability of Participants' law enforcement authorities to obtain beneficial ownership information held in each other's jurisdiction. It follows that information supplied through the designated point of contact to law enforcement authorities in accordance with the terms of this Protocol may be used by them free from any further procedural conditions. For the avoidance of doubt, the Participants accept that the information may be used in criminal and/or civil proceedings and may be disclosed by law enforcement authorities in accordance with applicable legal provisions, including data protection and freedom of information legislation.

ix) Any mutual legal assistance or other legal mechanism that either Participant may require in order to render information received in accordance with this Protocol admissible in criminal and/or civil proceedings will be sought and supplied in accordance with existing arrangements.

x) All requests for information will be subject to the Participants' duties and responsibilities under constitutional and international obligations, where applicable.

Amendments

8. Amendments to the commitment set out in the Exchange of Notes may be agreed in writing by both Participants.

Review

9. The Participants will review together the operation of these arrangements in consultation with law enforcement agencies six months after the coming into force of these arrangements, and thereafter annually. This will be in addition to on-going monitoring of the practical application of the commitment by the Participants.

Review

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Transition

10. These arrangements will come into effect no later than 30 June 2017. Each Participant will ensure that any necessary legislative regulatory or technical changes are made to allow implementation by this date.

Date for coming into effect

11. The commitment set out in the Exchange of Notes will be effective upon signature by the Participants.

Definitions of the Terms used in the Exchange of Notes and Technical Protocol

12. For the purposes of the commitment set out in the Exchange of Notes and Technical Protocol, the following definitions will apply:

“automatic” has the meaning set out in paragraph 7v) of this Protocol.

“beneficial owner” means any natural person(s) who ultimately owns or controls a corporate or legal entity through direct or indirect ownership of more than 25% of the shares or voting rights or ownership interest in that entity, or through control via other means. This is abbreviated from Article 3(6) of the Fourth Money Laundering Directive’s definition of a beneficial owner.

“central Database” means:

In the case of Jersey a comprehensive vetted central register of beneficial ownership, held and maintained by the Companies Registry in the Jersey Financial Services Commission

“corporate and legal entities” has an ordinary meaning. Participants should ensure that the widest possible range of corporate and legal entities incorporated in their jurisdiction is covered.

“designated point of contact” means in the case of the :

in the case of Jersey, the head of the Joint Financial Crimes Unit or his designated alternate in that Unit

UK, the UKFIU, being the United Kingdom’s Financial Intelligence Unit.

“law enforcement authorities” means law enforcement and tax authorities .

“secure” has the meaning set out at paragraph 7ii) and vi) of this Protocol, and means the fact that a search has been requested or conducted will not be made public or communicated to any person whatsoever apart from those suitably security cleared individuals who have responsibility for processing a request, including the officials conducting the search.

“similarly effective arrangement to a secure central electronic database” is defined as one which meets the following criteria:

- a) law enforcement and tax authorities can obtain corporate and legal entities beneficial ownership information without restriction, and this information is to be available in accordance with Paragraph 2 of the Exchange of Notes for use in both civil and criminal proceedings;
- b) law enforcement authorities of the Participants are to be able to identify quickly all corporate and legal entities connected to a beneficial owner without needing to submit multiple and repeated requests; and
- c) corporate and legal entities or those to whom the beneficial ownership information relates are not to be alerted to the fact that a request has been made or an investigation is underway.

“suitably security cleared individuals” has the meaning set out in paragraph 7ii) of this Protocol.

“timely” has the meaning set out in paragraph 7iii) of this Protocol.

INTERNATIONAL REQUEST FOR BENEFICIAL OWNERSHIP INFORMATION

Any unauthorised disclosure of information relating to this request may constitute a criminal offence.

Requestor details:

Name:		Competent Authority*:	
Telephone:		Email:	

***Competent Authority refers to any UK or Jersey Law Enforcement or Tax Authority**

URN	
Operation / Case Ref:	
Jurisdiction for Request:	
Date and Time of Submission:	
Authorising Officer Grade/Rank	
Urgent / Return Appropriate rationale must be given as to reason for urgency e.g. threat to life, immediate risk of asset flight, time critical Court applications	Rationale:

REQUEST RELATES TO SERIOUS & ORGANISED CRIME

Information Requested:

1. Accurate and current beneficial ownership information on all legal persons named in this request;
2. Identification of the beneficial owner of any named company;
3. Identification of all other legal persons in which the beneficial owner has an interest as well as the names of other individuals with interests in those legal persons.

Subject details:

(if you are enquiring about more than one subject, copy and paste this section as required. The boxes will expand automatically):

Surname:		Forename:	
DOB:		Where born:	
Nationality:		Occupation:	
Alias:		Gender:	
Address(es):			

Subject link to the overseas jurisdiction:	
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Company details:

(if you are enquiring about more than one company, copy and paste this section as required):

Company name:			
Registration number:		Country of Registration:	
Company address(es):			

Subject link to the overseas jurisdiction:	
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**IT SHOULD BE NOTED THAT ANY INFORMATION OBTAINED AS A RESULT OF THIS REQUEST
MAY BE USED BY RELEVANT UK COMPETENT AUTHORITIES IN ANY CRIMINAL OR CIVIL
PROCEEDINGS WITHOUT PRIOR RECOURSE.**

Schedule 3: API Guidance

Deliberately left blank – confidential and restricted information

Schedule 4: Intelligence Access Point (IAP) User Agreement
Deliberately left blank – confidential and restricted information

Schedule 5: Intelligence Access Point (IAP) User Guide
Deliberately left blank – confidential and restricted information