

MEMORANDUM OF UNDERSTANDING

BETWEEN

AUTHORITIES INVOLVED

IN THE

FACILITATION

AND

IMPLEMENTATION

OF

SANCTIONS REGIMES IN THE TERRITORY

OF THE

VIRGIN ISLANDS



MEMORANDUM OF UNDERSTANDING

BETWEEN

GOVERNOR'S OFFICE

ATTORNEY GENERAL'S CHAMBERS

FINANCIAL SERVICES COMMISSION

FINANCIAL INVESTIGATION AGENCY

OFFICE OF THE DIRECTOR OF PUBLIC PROSECUTIONS

ROYAL VIRGIN ISLANDS POLICE FORCE

DEPARTMENT OF IMMIGRATION

VIRGIN ISLANDS SHIPPING AND MARITIME AUTHORITY

DEPARTMENT OF TRADE, INVESTMENT PROMOTION & CONSUMER

AFFAIRS

BVI AIRPORTS AUTHORITY

BVI PORTS AUTHORITY

AND

HIS MAJESTY'S CUSTOMS

(Hereinafter referred to as "the Authorities")

FOR THE PURPOSE OF FOSTERING COOPERATION FOR THE IMPLEMENTATION OF DOMESTIC AND INTERNATIONAL SANCTIONS REGIMES IN THE VIRGIN ISLANDS, INCLUSIVE OF FINANCIAL SANCTIONS, TRADE SANCTIONS, IMMIGRATION SANCTIONS, TRANSPORT SANCTIONS AND GENERAL OR TARGETED SANCTIONS AGAINST COUNTRIES, REGIMES, PERSONS, GROUPS OR ENTITIES, TO PROMOTE NATIONAL AND

INTERNATIONAL CO-OPERATION AND SECURITY IN ACCORDANCE WITH INTERNATIONAL LAWS THROUGH EXCHANGE OF INFORMATION AND ENFORCEMENT, AND GENERALLY TO UPHOLD THE LAWS OF THE VIRGIN ISLANDS AND PRESERVE THE REPUTATION OF THE VIRGIN ISLANDS.

Preamble

The Authorities,

Recognising the need to implement effective sanctions regimes at a national and international level, which includes financial sanctions, trade sanctions, immigration sanctions, transport sanctions and general or targeted sanctions against countries, regimes, persons, groups or entities;

Accepting the reality that in order to achieve the implementation of effective sanctions regimes in the Virgin Islands, they must work together in a collective co-operative manner;

Desirous in a spirit of co-operation and mutual interest of establishing, facilitating and implementing a formal basis for the exchange of information between the Authorities to ensure efficiency and effectiveness;

Ensuring the implementation of the sanctions regimes to comply with the United Kingdom Regulations (as may be applicable), relevant domestic legislation and relevant United Nations Security Council Resolutions (UNSCRs), which includes UNSCRs dealing with the prevention, suppression and disruption of terrorism, terrorist financing and the proliferation of weapons of mass destruction and its financing, as required by Recommendations 6 and 7 of the FATF Recommendations; and

Considering their statutory obligations pursuant to the Anti-Money Laundering, Countering the Financing of Terrorism, Counter Proliferation Financing and other legislative regimes and the importance 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 domestic and international sanctions obligations;

HAVE HEREBY AGREED to enter into this Memorandum of Understanding which shall form the basis for the facilitation and implementation of the sanctions regimes and measures through the exchange of information and collaborative effort between the Authorities.

Definitions

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

“Authorities” include the Governor’s Office, the Attorney General’s Chambers, the Financial Services Commission, the Financial Investigation Agency, the Office of the Director of Public Prosecutions, the Royal Virgin Islands Police Force, the Department of Immigration, the Virgin Islands Shipping and Maritime Authority, Department of Trade, Investment Promotion & Consumer Affairs, BVI Airports Authority, BVI Ports Authority and His Majesty’s Customs;

“designated person” means any natural or legal person, entity or body from time to time designated through UNSCRs, Orders in Council or designated by an order, directive, declaration or similar instrument made pursuant to any local enactment as being a person subject to a targeted financial sanctions regime or any other sanctions regime or measure;

“immigration sanctions” include travel bans, which exclude a designated person from entering or remaining in the Territory.

“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 identifying designated persons or entities that are subject to sanctions and, generally in carrying out the purposes and objectives of this Memorandum of Understanding;

“local enactment” means legislation enacted by the House of Assembly and its predecessor body (the Legislative Council) in relation to targeted financial sanctions applicable to designated persons and any other types of sanctions;

“MOU” means this Memorandum of Understanding;

“Orders in Council” mean the legislation, and any future legislation, that implement the United Nations Security Council Resolutions (UNSCRs), and the United Kingdom Regulations relating to various sanctions measures, including those relating to the prevention, suppression and disruption of terrorism, terrorist financing and the proliferation of weapons of mass destruction and its financing in the Virgin Islands (the “**Territory**”) and consequentially create the requirement for the Territory to comply with international sanctions obligations as created;

“relevant person” means –

- (a) any person in the Virgin Islands;
- (b) any person who is a British citizen, a British Overseas Territories citizen, a British subject, a British National (Overseas) or a British protected person who is ordinarily resident in the Territory;
- (c) a body incorporated or constituted under the laws of the Territory; or
- (d) any person on-board a ship or aircraft that is registered in the Territory.

“relevant United Nations Security Council Resolutions (“UNSCR”)” means UNSCRs which impose targeted financial sanctions in respect of terrorist financing including UNSCR 1267 (1999), UNSCR 1373 (2001) and successor resolutions, targeted financial sanctions in respect of proliferation including UNSCR 1718 (2006) and its successor resolutions and any other UNSCRs dealing with other types of sanctions as extended to the Territory through Orders in Council.

“targeted financial sanctions” or “financial sanctions” means asset freezing prohibitions, financial services prohibitions and financial products prohibitions to prevent funds, economic resources or other assets from being made available, directly or indirectly, for the benefit of designated persons and entities, and includes embargoes imposed on any country designated by a United Nations Security Council Resolution, (as applicable to the Territory) or such other imposition of embargo approved and adopted by the Government of the Virgin Islands.

“trade sanctions” include the prohibitions on:

- (i) the import, export, transfer, movement, making available or acquisition of goods and technology;
- (ii) the provision or procurement of services related to goods and technology;
- (iii) the provision or procurement of certain other non-financial services;
- (iv) involvement of a designated person or a country designated by a UNSCR (as applicable to the Territory).

“transport sanctions” include restrictions on the ownership, registration or movement of vessels and aircrafts including restrictions on movements to and from

ports, harbours and airports, and the detention of vessels and aircrafts, which are owned or controlled by a designated person.

“working day” means between the hours of 8:30 a.m. to 4:30 p.m. on Monday to Friday excluding public holidays.

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 fulfil national and international sanctions obligations on behalf of the Territory.

2.2 The Authorities will cooperate to implement national and international sanctions obligations pursuant to the relevant Orders in Council and local enactments, by, including but not limited to, freezing the assets of designated persons or entities, quickly and effectively, prohibiting trade activities that deal with the import, export, transfer, movement, making available or acquisition of goods and technology involving a designated person or a country designated by a UNSCR (as applicable to the Territory), enforcing travel bans to ensure a designated person is prevented from entering or remaining in the Territory and implementing measures to ensure the movement of vessels and aircrafts owned or controlled by a designated person is restricted.

2.3 The Authorities will, subject to the laws of the Virgin Islands and given their particular remit, cooperate to the fullest extent possible to ensure compliance with national and international sanctions obligations.

2.4 The objective of this MOU is to foster cooperation and coordination between the Authorities to effectively implement sanctions inclusive of targeted financial sanctions and other sanctions measures in order to:

- a) ensure compliance with sanctions regimes which are applicable to the Territory;
- b) detect and prevent evasion and breaches of relevant sanctions regimes;

- c) facilitate the investigation, evidence gathering and prosecution of any sanctions-related offences;
- d) coordinate and enforce compliance, within the ambit of their powers, with embargoes imposed on designated countries; and
- e) foster national and international co-operation and compliance with obligations under local enactment and the relevant Orders in Council.

3. Scope of Information Exchange

3.1 The Authorities may, to the fullest extent permitted by legislation enacted in the Territory, and subject to any confidentiality obligations attached to the information in their possession, exchange with each other:

- a) information in their possession or information that they are privy to which may be relevant in identifying and initiating designation of persons or entities pursuant to any local enactment or Orders in Council, to implement the sanctions measures;
- b) information in their possession or information that they are privy to which may be relevant for the investigation and/or prosecution of breaches of sanctions;
- c) information in their possession or information that they are privy to which may be relevant for identifying designated persons who commit offences;
- d) information in their possession or information that they are privy to which may be relevant for identifying designated persons travelling to the Territory or staying in the Territory;
- e) information in their possession or information that they are privy to which may be relevant to the de-listing of persons or entities and the unfreezing of funds or assets of persons or entities pursuant to the relevant local enactment or Orders in Council; and
- f) any other information in their possession or information that they are privy to which may be relevant to enable the Authorities to satisfy the relevant

obligations under the sanctions regimes, both domestically and internationally.

3.2 Information under Paragraph 3.1 may be exchanged through any of the following processes:

- a) Spontaneously and without delay, whereby the Authority that possesses information, which it considers would be useful to another Authority (whether on the basis of an ongoing investigation, international cooperation, supervision, enforcement, suspicion of illicit activities, including, *inter alia*, terrorism or proliferation related activities and/or the financing thereof, information obtained in the course of business regarding persons or entities involved in illicit activities, and in particular, designated persons or compliance with any areas that are within the remit of the respective Authority or for other purposes relating to its statutory duties or otherwise), will forward such information as soon practically possible after it receives or becomes aware of it, without any formal request. Exchanging information “spontaneously and without delay” means exchanging the information immediately and, in any case, not later than twenty-four (24) hours from when the Authority in possession of the information considered the information to be useful to another Authority; or
- b) upon written request, whereby an Authority (“the first Authority”) requests formally from another Authority (“the second Authority”) information which may be in the possession of the second Authority or of which the second Authority may be aware or be able to cooperate on generally. A written request may include:
 - A description of the subject matter of the request along with the purpose for which the information is sought;
 - The relevant legislative provisions applicable to the subject matter and purpose for which the information is sought;
 - Details of the circumstances which predicated the information being sought, including but not limited to, information on any relevant person or entity concerned and a description of the factual circumstances pertaining to the request;

- Details of the information being sought including an indication of any sensitivity relating to the request or special precautions that should be taken if the information is being obtained from a third-party by the second Authority;
- The names of any third parties that the first Authority intends to provide confidential information obtained under this MOU to, the reason for the dissemination, and a request for permission to disclose the relevant information to the third party;
- Any other information in the possession of the first Authority that may assist the second Authority in understanding the nature of the request and enabling the second Authority to provide a full and relevant response; and
- Whether any other Authority other than the first and second Authorities are cooperating in regard to the subject matter and purpose of the request.

3.3 The Authorities may also informally exchange information generally through such channels as they may agree between themselves. However, any informal exchange of information shall be duly recorded and maintained by both Authorities and shall indicate the date of the informal exchange, the nature and subject matter of the informal exchange and the Authority with whom the information was exchanged.

3.4 Upon receipt of a written request, the second Authority should confirm receipt in writing within 24 hours and advise whether it is in a position to process the request. If the second Authority cannot process the request within two working days, the second Authority should provide a reason and a projected timeframe for providing an adequate response. The reason for the delay and the projected timeframe must be provided to the requesting Authority. If the second Authority cannot process the request by the projected timeframe, the second Authority must inform the requesting Authority prior to the expiration of the projected timeframe and provide an update on the progress of the request, the reason for the delay in completing the request and the projected timeframe for providing a complete response to the request.

3.5 The second Authority will assess each request on a case-by-case basis to determine whether and to what extent the information may be provided under this MOU.

3.6 Where a requested Authority is unable to fulfil or completely fulfil a written request, they will provide reasons for the inability to fulfil the request and nonetheless cooperate with the requesting Authority and assist in whatever way possible.

4. Confidentiality

4.1 Any information provided or obtained pursuant to this MOU shall be treated as strictly confidential. This includes any request for information, information shared or discussed between the Authorities at any meeting of the Authorities and any matter arising from the existence of this MOU.

4.2 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. An Authority shall not unreasonably withhold its written consent.

5. Communication

5.1 The Authorities agree to communicate requests, responses to requests and exchange of 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 email. The Authorities may also arrange between each other any other acceptable procedures of communication.

5.2 Requests and responses will generally be communicated electronically as attachments via email. The following contact details have been designated to enable the efficient and effective exchange of information:

- a) Governor's Office
 - Govoffice.Tortola@fcdo.gov.uk
- b) Attorney General's Chambers
 - sanctions@gov.vg

- c) Financial Services Commission
 - commissioner@bvifsc.vg
- d) Financial Investigation Agency
 - fia@fiabvi.vg
- e) Office of the Director of Public Prosecutions
 - dpp@gov.vg
- f) Royal Virgin Islands Police Force
 - fcu@rvipolice.vg
- g) Department of Immigration
 - immigrationinfo@gov.vg
- h) Virgin Islands Shipping and Maritime Authority
 - john.samuel@bvimaritime.vg
- i) Department of Trade, Investment Promotion & Consumer Affairs
 - ATtrade@gov.vg
- j) BVI Airports Authority
 - dfahie@bviala.com
- k) BVI Ports Authority
 - sanctions@bviports.org
- l) His Majesty's Customs
 - bvicustoms@gov.vg

5.3 The Authorities agree to provide notification of any change to their contact details within two (2) days of any change.

6. Meeting of the Authorities

6.1 Where the Authorities determine that a collaborative effort is required to efficiently address the breach of a sanction or any other sanctions related

matter, the Authorities may request that a meeting be held by the Sanctions Committee for this purpose.

6.2 Each Authority shall designate a representative to attend the Sanctions Committee meeting (as required).

6.3 The Sanctions Committee will be chaired by the Sanctions Coordinator, who will be responsible for setting the agenda and determining when the Committee's mandate, as it relates to particular matters identified, has been satisfied.

6.4 For the purposes of paragraph 6.3, if the Sanctions Coordinator is not available to chair the Committee, the members of the Committee may agree on a Chairperson from amongst themselves.

7. Amendment

7.1 Any Authority may make written recommendations to the Sanctions Coordinator for the amendment of this MOU and the suggestions shall provide a clear indication of what is proposed to be amended, the reason for the proposal, how it will improve the efficient and effective implementation of this MOU and when it is proposed that any amendment, if agreed, should come into effect.

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

7.3 The said amendments shall form part of this MOU and will take effect on a date as agreed upon and signed by the Authorities.

8. Effect of MOU

8.1 The Authorities agree to use their best efforts to comply with the terms of this MOU 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 in order to enhance the Territory's compliance with its national and international sanctions obligations.

8.2 The provisions of this MOU are not intended to create legally binding obligations or supersede the respective legal framework of any Authority.

9. Meeting of the Authorities

9.1 The Authorities will at times and places or by any other means agree to meet as necessary to discuss matters of mutual interest, resolve any matters that may arise and promote and strengthen the operation, purpose and objectives of this MOU.

10. Termination of MOU

10.1 This MOU may be terminated if two-thirds of the Authorities agree to do so in writing. The termination shall become effective at the end of two (2) months after the date of termination in writing.

10.2 The confidentiality terms of this MOU shall survive its termination.

11. Signatories

11.1 This MOU shall 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 day of , 2025 in Road Town, Tortola, Virgin Islands.

For the Governor's Office

For the Attorney General's Chambers

.....

Daniel Pruce
His Excellency, The Governor

.....

Hon. Dawn J. Smith
Attorney General

Date signed:

Date signed:

For the Financial Services Commission

For the Financial Investigation Agency

.....

Kenneth Baker
Managing Director/CEO

.....

Errol George
Director

Date signed:

Date signed:

For the Office of Director of Public Prosecutions

For the Royal Virgin Islands Police
Force

.....

Tiffany R. Scatliffe
Director of Public Prosecutions

.....

Jacqueline Vanterpool
Ag. Commissioner of Police

Date signed:

Date signed:

For the Department of Immigration

For the Virgin Islands Shipping and
Maritime Authority

.....
Nadia Demming
Ag. Chief Immigration Officer

.....
John Samuel
Director

Date signed:

Date signed:

For His Majesty's Customs

For the Department of Trade, Investment
Promotions and Consumer Affairs

.....
Clinton G Romney
Ag. Commissioner

.....
Lincoln Bobb
Deputy Director

Date signed:

Date signed:

For BVI Airports Authority

For BVI Ports Authority

.....
Kurt Menal
Managing Director

.....
Akeem Pickering
Managing Director

Date signed:

Date signed: