

Jersey Financial  
Services Commission

Treasury and Exchequer  
Revenue Jersey

# **Memorandum of Understanding**

**between**

**The Jersey Financial Services Commission**

**and**

**Comptroller of Revenue**

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## 1 Recitals

- 1.1 The JFSC is a statutory body established under the Financial Services Commission (Jersey) Law 1998. The JFSC's main functions are the authorisation and supervision of financial services business under the Regulatory Laws. The JFSC is also the designated AML/CFT supervisory body appointed under the Supervisory Bodies Law in relation to financial services business and designated non-financial services businesses and professions operating in or from within Jersey. The JFSC also incorporates Jersey's Company Registry.
- 1.2 The Comptroller of Revenue is appointed under Article 2 of the Revenue Administration (Jersey) Law 2019 to administer the Revenue Laws which includes the collection and administration of taxes and charges including income tax, goods and services tax and land transaction tax. The Comptroller of Revenue is also appointed under the Economic Substance Laws to determine whether persons meet the requirements of those laws, and the Comptroller of Revenue is responsible for the administration of the exchange of information under approved agreements or approved obligations as defined under the Taxation Implementation (Jersey) Law 2004.
- 1.3 The Comptroller of Revenue and the JFSC wish to enter into this MoU to provide a formal basis for co-operation, including for the exchange of information and investigative assistance. The Comptroller of Revenue and the JFSC believe such co-operation will enable them to more effectively perform their functions.
- 1.4 The Comptroller of Revenue and the JFSC, in an effort to enhance compliance with laws administered by both Authorities in Jersey and any other matters of joint interest in the execution of the mandate of the Authorities, have agreed to sign a Memorandum of Understanding on the following terms.
- 1.5 The JFSC and the Comptroller of Revenue have appropriate statutory gateways for the transmission of information under this agreement in order to assist the other in the exercise of their statutory functions. Those gateways are under Article 38(1)(a)(iii) and (iv) of the Financial Services (Jersey) Law, and under Article 8(4)(a) of the Revenue Administration (Jersey) Law 2019.
- 1.6 The Authorities agree to notify each other if the legal gateways permitting exchange of information between them set out in paragraph 1.5 change materially.

## 2 Interpretation

- 2.1 In this MoU, unless the context requires otherwise these words and phrases have the following meanings:

<b>Administration</b>	The application and enforcement of any applicable law, regulation or requirement.
<b>Applicable laws, regulations and requirements</b>	any law, regulation or requirement applicable to the functions of the Comptroller of Revenue or the JFSC and

includes any rule, direction, requirement or policy made or given by or to be taken into account by either the Comptroller of Revenue or the JFSC and which includes, but is not limited to, the Regulatory Laws, the Supervisory Bodies Law, the Revenue Laws, the Economic Substance Laws and the Taxation Implementation (Jersey) Law 2004 and any order, direction, or regulations made under these or applicable successor laws as may be notified by one Authority to another as may be required from time to time;

<b>Authority</b>	the Comptroller of Revenue or his designate, or the Jersey Financial Services Commission.
<b>Economic Substance Laws</b>	the Taxation (Companies- Economic Substance) (Jersey) Law 2019 and Taxation (Partnerships - Economic Substance) (Jersey) Law 2021
<b>Jersey's Company Registry</b>	the function of the Registrar of Companies and the keeping and maintaining of registers of legal persons and arrangements required to be kept by the registrar under Jersey's laws
<b>JFSC</b>	the Jersey Financial Services Commission
<b>Subject</b>	a natural person, legal entity or arrangement
<b>Regulatory Laws</b>	the Banking Business (Jersey) Law 1991, Collective Investment Funds (Jersey) Law 1988, Financial Services (Jersey) Law 1998 and the Insurance Business (Jersey) Law 1996, and any future laws administered by the JFSC
<b>Requested Authority</b>	the Authority to whom a request is made
<b>Requesting Authority</b>	the Authority making the request
<b>Revenue Laws</b>	the Revenue Administration (Jersey) Law 2019, Income Tax (Jersey) Law 1961, the Goods and Services Tax (Jersey) Law 2007 and Taxation (Land Transactions) (Jersey) Law 2009, Taxation Implementation (Jersey) Law 2004, and any other law as provided for in Article 2 of the Revenue Administration (Jersey) Law 2019; and
<b>Supervisory Bodies Law</b>	the Proceeds of Crime (Supervisory Bodies) (Jersey) Law 2008.

### **3 Purpose and Principles**

- 3.1 The purpose of this MoU is to set out the agreement between the Authorities to facilitate the effective and timely exchange of information between the Authorities to promote cooperation and provide investigative assistance to the Authorities to undertake their statutory functions.
- 3.2 This MoU does not modify or supersede any laws or regulatory requirements in force in Jersey and applying to either Authority. This MoU does not create any legally enforceable rights. This MoU does not affect any arrangements under any other MoUs.
- 3.3 Exchanges of information between the Authorities may take place automatically, spontaneously, or upon request.

### **4 Provision of Unsolicited Information**

The Authorities may provide information, or arrange for information to be provided, on a voluntary basis even though no request has been made.

### **5 Requests for Assistance**

#### **s.1 Information on request**

- 5.1.1 The exchange of information on request between the Authorities shall be made by means of a communication specifying:
- 5.1.1.1 the name(s) of the subject(s);
  - 5.1.1.2 any other relevant information held in respect of the subject concerned; and
  - 5.1.1.3 the basis for making the request, including a reference to applicable laws
- 5.1.2 Where possible, the information exchanged in relation to the subject should include, where requested:
- 5.1.2.1 for natural persons:
    - > full name
    - > date of birth
    - > any identification number regularly issued by the Requesting Authority; and
    - > address:
  - 5.1.2.2 for subjects other than natural persons:
    - > the entity or arrangement name
    - > address of the registered office, place of management, or trustee; and
    - > the registration number.

- 5.1.3 Requests may be sent by email to the Requested Authority's designated email address identified (or any other address provided by the Authorities in the body of the request).
- 5.1.4 Upon receipt of a request under this section by a Requested Authority, the Requested Authority will endeavour to provide written acknowledgment of receipt within two (2) working days and either provide the requested information, where available, or decline a request within seven (7) working days.
- 5.1.5 If additional time is needed to provide a complete response to the request, the Requested Authority shall communicate the expected delivery timeframe to the Requesting Authority and endeavour in all cases to deliver all requested information within twenty-one (21) working days from the date of receipt (unless exceptional circumstances exist).
- 5.1.6 Neither Authority nor any other person who handles or obtains access to a request or the information contained in or provided under a request made pursuant to this MoU shall disclose the existence of the request or the content thereof to any other person outside of their Authority without the prior written consent of Authority from whom the request and/or information originates. All information exchanged under this MoU shall be treated in accordance with the Confidentiality provisions set out in section 7 below.

## s.2 **Routine transmissions**

- 5.2.1 The Authorities will identify certain categories of information to be automatically or routinely shared via a secure transfer communication system in a format to be jointly agreed.
- 5.2.2 This information shall be communicated between the Authorities, from time to time, in a side letter to be agreed between the Authorities.
- 5.2.3 Where an Authority implements any changes or upgrades to its systems (whether records, IT, or otherwise) which affect the automatic transmission of identified information between the Authorities, the Authority implementing these changes will use best endeavours to provide not less than three (3) months' notice of these changes or upgrades and will work with the other Authority to preserve continuity of service save in the case of urgent security patching work which may be required from time to time.

## 5.3 **Statistical data**

- 5.3.1 The Authorities agree to provide each other with anonymised statistical data upon request, in a format to be agreed upon by joint consultation, when provided with a relevant request.

- 5.3.2 A request under this section shall be acknowledged within three (3) working days of receipt. An assessment of the length of time it may take the Requested Authority to provide the identified data shall be provided to the requesting Authority within seven (7) working days of receipt of the request.
- 5.3.3 Generally, a request under this section shall be answered by the Requested Authority within twenty-one (21) working days of receipt, unless otherwise agreed by the Authorities after consultation.

## 6 Ongoing Monitoring, Reporting and Training

- 6.1 The Authorities shall jointly assess their information needs, learn how the information they share is being used, and evaluate the effectiveness of their exchanges.
- 6.2 Each year, a quantitative and qualitative assessment of the exchanges carried out should be drawn up to consider the number and nature of the information transmitted, and the results of audits and investigations carried out following the transmission of the information. The Authorities should also provide an update on any planned revisions to their services and/or information technology infrastructure which may affect the exchange of information between the Authorities.
- 6.3 The Authorities shall each appoint a person or persons to be the principal point of contact between them to monitor compliance with the MoU and to ensure the efficiency and effectiveness of the coordination and exchange of information between the Authorities.
- 6.4 The Authorities may also consider areas where they can help each other to provide education and training to staff to ensure employees from both Authorities understand the powers and obligations each Authority has under the applicable laws, regulations and requirements with the aim of improving cooperation between the Authorities.
- 6.5 Without prejudice to the timelines expressed in Article 5, the Authorities may also discuss whether opportunities exist to adopt data management processes that more effectively utilise electronic programs that permit enhanced exchange and communications between them.

## 7 Confidentiality

- 7.1 Each Authority will keep confidential requests made under this MoU and the contents of any such requests regardless of the manner in which the information has been exchanged (automatically, spontaneously or upon request). Neither Authority will use the information for any purpose other than the purpose(s) covered in this agreement.
- 7.2 Without prejudice to 7.1 above, the Authorities shall be permitted to record and disclose statistical data in relation to the exchange of information under this MoU for the purpose of:
- 7.2.1 compliance with the terms of this MoU (in particular but not limited to section 6); and
  - 7.2.2 each Authority's own reporting obligations, both:
    - 7.2.2.1 under the applicable laws, regulations and requirements; and
    - 7.2.2.2 in response to assessments or due inquiry by international standard setting bodies (for example the OECD or FATF/Moneyval or similar).

- 7.3 An Authority that receives non-public information under this MoU will only use that information in the administration of its functions. It may disclose that information to third parties only as permitted under the applicable laws, regulations and requirements applicable to the Requesting Authority and only with the consent of the Requested Authority. The Requested Authority's consent will be sought in good time before any disclosure by a Requesting Authority of information supplied under this MoU to another person. The Requesting Authority will comply with any restrictions set by the Requested Authority on the use of information that are agreed when the information is provided.
- 7.4 In the event that shared data is subject to a personal data breach, each Authority will follow its internal procedures and inform the other Authority of such breach.
- 7.5 The data that is the subject of this agreement shall only be retained as permitted by each Authority's retention period procedures.

## **8 Contacts**

Each Authority shall identify the appropriate contacts for any exchange of information made under this MoU and shall communicate this to the other Authority from time to time, as appropriate.

## **9 Amendment and Termination**

- 9.1 Any changes, modifications or amendments to this MoU shall be made only by mutual agreement in writing between the Authorities and such changes, modifications or amendments shall, once agreed, become an integral part of this MoU.
- 9.2 Either Authority may request termination of the MoU by giving written notice of its desire to terminate this Memorandum three (3) months prior to the termination.
- 9.3 This MoU shall be subject to a joint review by the Authorities periodically from the effective date, and in any event when significant changes occur to either Authority's data security arrangements.
- 9.4 In the event this MoU is terminated, the Authorities agree that the provisions above in Section 7 (*Confidentiality*) shall continue to apply to all information exchanged under this MoU.

## **10 Publication**

Either, or both, Authorities may make a copy of this MoU, or the text of it, publicly available, subject to appropriate redactions for confidential or privileged information.

## **11 Effective Date**

This MOU shall come into effect on the date of its signing by the Authorities hereto.



In witness whereof the Authorities have caused this Memorandum of Understanding to be executed in accordance with their respective laws on the day, month and year indicated below.

Richard Summersgill

28 February 2022

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COMPTROLLER OF REVENUE

Date

Jill Britton

21 February 2022

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JERSEY FINANCIAL SERVICES COMMISSION

Date