

# 4 Multilateral Competent Authority Agreement

## Multilateral Competent Authority Agreement on Automatic Exchange of Information pursuant to the Crypto-Asset Reporting Framework

### DECLARATION

I, [NAME and TITLE], [on behalf of] the Competent Authority of [JURISDICTION], declare that it hereby agrees to comply with the provisions of the

*Multilateral Competent Authority Agreement on Automatic Exchange of Information pursuant to the Crypto-Asset Reporting Framework*

hereafter referred to as the “Agreement” and attached to this Declaration.

By means of the present Declaration, the Competent Authority of [JURISDICTION] is to be considered a signatory of the Agreement as from [DATE]. The Agreement will come into effect in respect of the Competent Authority of [JURISDICTION] in accordance with Section 7 thereof.

Signed in [PLACE] on [DATE]

## MULTILATERAL COMPETENT AUTHORITY AGREEMENT ON AUTOMATIC EXCHANGE OF INFORMATION PURSUANT TO THE CRYPTO-ASSET REPORTING FRAMEWORK

Whereas, the Jurisdictions of the signatories to this Multilateral Competent Authority Agreement on the Automatic Exchange of Information pursuant to the Crypto-Asset Reporting Framework (the “Agreement”) are Parties to, or territories covered by, the Convention on Mutual Administrative Assistance in Tax Matters or the Convention on Mutual Administrative Assistance in Tax Matters, as amended by the Protocol amending the Convention on Mutual Administrative Assistance in Tax Matters (the “Convention”); collectively the “Convention”, individually the “original Convention” or the “amended Convention” respectively);

Whereas, the Jurisdictions intend to improve international tax compliance by further building on their relationship with respect to mutual assistance in tax matters;

Whereas, the Crypto-Asset Reporting Framework was developed by the OECD, with G20 countries, to tackle tax avoidance and evasion and improve tax compliance;

Whereas, the laws of the respective Jurisdictions require or are expected to require Reporting Crypto-Asset Service Providers to report information with respect to certain Crypto-Assets and follow related due diligence procedures, consistent with the scope of exchange contemplated by Section 2 of this Agreement and the reporting and due diligence procedures set out in the Crypto-Asset Reporting Framework;

Whereas, it is expected that the laws of the Jurisdictions would be amended from time to time to reflect updates to the Crypto-Asset Reporting Framework and once such amendments are enacted by a Jurisdiction the term Crypto-Asset Reporting Framework would be deemed to refer to the updated version in respect of that Jurisdiction;

Whereas, Chapter III of the Convention authorises the exchange of information for tax purposes, including the exchange of information on an automatic basis, and allows the competent authorities of the Jurisdictions to agree to the procedures to be applied to such automatic exchanges;

Whereas, Article 6 of the Convention provides that two or more Parties can mutually agree to exchange specified information automatically, the actual exchange of the information will be on a bilateral basis;

Whereas, the Jurisdictions have in place (i) appropriate safeguards to ensure that the information received pursuant to this Agreement remains confidential and is used solely for the purposes set out in the Convention, and (ii) the infrastructure for an effective exchange relationship (including established processes for ensuring timely, accurate, and confidential information exchanges, effective and reliable communications, and capabilities to promptly resolve questions and concerns about exchanges or requests for exchanges and to administer the provisions of Section 4 of this Agreement);

Whereas, the Competent Authorities of the Jurisdictions desire to conclude this Agreement to improve international tax compliance with respect to Crypto-Assets based on automatic exchange pursuant to the Convention, without prejudice to national legislative procedures (if any), and subject to the confidentiality, data safeguards and other protections provided for therein, including the provisions limiting the use of the information exchanged under the Convention;

Now, therefore, the Competent Authorities have agreed as follows:

## SECTION 1

### *Definitions*

1. For the purposes of the Agreement, the following terms have the following meanings:
  - a) the term “**Jurisdiction**” means a country or a territory in respect of which the Convention is in force or in effect under the original or amended Convention, respectively, either through signature and ratification in accordance with Article 28, or through territorial extension in accordance with Article 29, and which is a signatory to this Agreement.
  - b) the term “**Competent Authority**” means, for each respective Jurisdiction, the persons and authorities listed in Annex B of the Convention.
  - c) the term “**Crypto-Asset Reporting Framework**” means the international framework for the automatic exchange of information with respect to Crypto-Assets (which includes the Commentaries) developed by the OECD, with G20 countries.
  - d) the term “**Co-ordinating Body Secretariat**” means the OECD Secretariat that, pursuant to paragraph 3 of Article 24 of the Convention, provides support to the co-ordinating body that is composed of representatives of the competent authorities of the Parties to the Convention.
  - e) the term “**Agreement in effect**” means, in respect of any two Competent Authorities, that both Competent Authorities have provided notification to the Co-ordinating Body Secretariat under paragraph 1 of Section 7, including listing the other Competent Authority’s Jurisdiction pursuant to subparagraph 1g) of Section 7. A list of Competent Authorities between which this Agreement is in effect is to be published on the OECD Website.
  
2. Any capitalised term not otherwise defined in this Agreement will have the meaning that it has at that time under the law of the Jurisdiction applying the Agreement, such meaning being consistent with the meaning set forth in the Crypto-Asset Reporting Framework. Any term not otherwise defined in this Agreement or in the Crypto-Asset Reporting Framework will, unless the context otherwise requires or the Competent Authorities agree to a common meaning (as permitted by domestic law), have the meaning that it has at that time under the law of the Jurisdiction applying this Agreement, any meaning under the applicable tax laws of that Jurisdiction prevailing over a meaning given to the term under other laws of that Jurisdiction.

## SECTION 2

### *Exchange of Information with Respect to Reportable Persons*

1. Pursuant to the provisions of Article 6 and 22 of the amended or original Convention, as applicable, and subject to the applicable reporting and due diligence rules consistent with the Crypto-Asset Reporting Framework, each Competent Authority will annually exchange with the other Competent Authorities on an automatic basis the information obtained pursuant to such rules and specified in paragraph 3.
  
2. Notwithstanding paragraph 1, the Competent Authorities of the Jurisdictions that have indicated that they are to be listed as non-reciprocal jurisdictions on the basis of their notification pursuant to subparagraph 1b) of Section 7 will send, but not receive, the information specified in paragraph 3. Jurisdictions that are not listed as non-reciprocal Jurisdictions will receive the information specified in paragraph 3, but will not send such information to the Jurisdictions included in the aforementioned list of non-reciprocal Jurisdictions.

3. The information to be exchanged is, with respect to each Reportable Person of another Jurisdiction:

- a) the name, address, jurisdiction(s) of residence, TIN(s) and date and place of birth (in the case of an individual) of each Reportable User and, in the case of any Entity that, after application of the due diligence procedures, is identified as having one or more Controlling Persons that is a Reportable Person, the name, address, jurisdiction(s) of residence and TIN(s) of the Entity and the name, address, jurisdiction(s) of residence, TIN(s) and date and place of birth of each Controlling Person of the Entity that is a Reportable Person, as well as the role(s) by virtue of which each such Reportable Person is a Controlling Person of the Entity;
- b) the name, address and identifying number (if any) of the Reporting Crypto-Asset Service Provider;
- c) for each type of Relevant Crypto-Asset with respect to which the Reporting Crypto-Asset Service Provider has effectuated Relevant Transactions during the relevant calendar year or other appropriate reporting period:
  - i) the full name of the type of Relevant Crypto-Asset;
  - ii) the aggregate gross amount paid, the aggregate number of units and the number of Relevant Transactions in respect of acquisitions against Fiat Currency;
  - iii) the aggregate gross amount received, the aggregate number of units and the number of Relevant Transactions in respect of disposals against Fiat Currency;
  - iv) the aggregate fair market value, the aggregate number of units and the number of Relevant Transactions in respect of acquisitions against other Relevant Crypto-Assets;
  - v) the aggregate fair market value, the aggregate number of units and the number of Relevant Transactions in respect of disposals against other Relevant Crypto-Assets;
  - vi) the aggregate fair market value, the aggregate number of units and the number of Reportable Retail Payment Transactions;
  - vii) the aggregate fair market value, the aggregate number of units and the number of Relevant Transactions, and subdivided by transfer type where known by the Reporting Crypto-Asset Service Provider, in respect of Transfers to the Reportable User not covered by subparagraphs c)(ii) and (iv);
  - viii) the aggregate fair market value, the aggregate number of units and the number of Relevant Transactions, and subdivided by transfer type where known by the Reporting Crypto-Asset Service Provider, in respect of Transfers by the Reportable User not covered by subparagraphs c)(iii), (v) and (vi); and
  - ix) the aggregate fair market value, as well as the aggregate number of units in respect of Transfers by the Reportable User effectuated by the Reporting Crypto-Asset Service Provider to wallet addresses not known by the Reporting Crypto-Asset Service Provider to be associated with a virtual asset service provider or financial institution.

### SECTION 3

#### *Time and Manner of Exchange of Information*

1. With respect to paragraph 3 of Section 2, and subject to the notification procedure set out in Section 7, including the dates specified therein, information is to be exchanged commencing from the year specified in the notification pursuant to subparagraph 1a) of Section 7 within nine months after the end of the calendar year to which the information relates. Notwithstanding the foregoing sentence, information is only required to be exchanged with respect to a calendar year if both Jurisdictions have legislation in place

to give effect to the Crypto-Asset Reporting Framework that requires reporting with respect to such calendar year that is consistent with the scope of exchange provided for in Section 2 and the reporting and due diligence procedures contained in the Crypto-Asset Reporting Framework.

2. The Competent Authorities will automatically exchange the information described in Section 2 in a common schema.
3. The Competent Authorities will transmit the information through the OECD Common Transmission System and in compliance with the related encryption and file preparation standards, or through another transmission method specified in the notification pursuant to subparagraph 1d) of Section 7.

## SECTION 4

### ***Collaboration on Compliance and Enforcement***

A Competent Authority will notify the other Competent Authority when the first-mentioned Competent Authority has reason to believe that an error may have led to incorrect or incomplete information reporting or there is non-compliance by a Reporting Crypto-Asset Service Provider with the applicable reporting requirements and due diligence procedures consistent with the Crypto-Asset Reporting Framework. The notified Competent Authority will take all appropriate measures available under its domestic law to address the errors or non-compliance described in the notice.

## SECTION 5

### ***Confidentiality and Data Safeguards***

1. All information exchanged is subject to the confidentiality rules and other safeguards provided for in the amended or original Convention, as applicable, including the provisions limiting the use of the information exchanged and, to the extent needed to ensure the necessary level of protection of personal data, in accordance with the safeguards which may be specified by the supplying Competent Authority as required under its domestic law and as set out in the notification pursuant to subparagraph 1e) of Section 7.
2. A Competent Authority will notify the Co-ordinating Body Secretariat immediately regarding any breach of confidentiality or failure of safeguards and any sanctions and remedial actions consequently imposed. The Co-ordinating Body Secretariat will notify all Competent Authorities with respect to which this is an Agreement in effect with the first mentioned Competent Authority.

## SECTION 6

### ***Consultations and Amendments***

1. If any difficulties in the implementation or interpretation of this Agreement arise, a Competent Authority may request consultations with one or more of the Competent Authorities to develop appropriate measures to ensure that this Agreement is fulfilled. The Competent Authority that requested the consultations shall ensure that the Co-ordinating Body Secretariat is notified of any appropriate measures that were developed and the Co-ordinating Body Secretariat will notify all Competent Authorities, even those that did not participate in the consultations, of any measures that were developed.

2. This Agreement may be amended by consensus by written agreement of all of the Competent Authorities. Unless otherwise agreed upon, such an amendment is effective on the first day of the month following the expiration of a period of one month after the date of the last signature of such written agreement.

## SECTION 7

### **General Terms**

1. A Competent Authority must provide, at the time of signature of this Agreement or as soon as possible thereafter, notifications to the Co-ordinating Body Secretariat:
  - a) confirming that its Jurisdiction has the necessary laws in place to give effect to the Crypto-Asset Reporting Framework and specifying the relevant effective dates, or any period of provisional application of the Agreement due to pending national legislative procedures (if any);
  - b) confirming whether the Jurisdiction is to be listed as a non-reciprocal Jurisdiction;
  - c) requesting consent from the other Competent Authorities to use the information received for the assessment, collection or recovery of, the enforcement or prosecution in respect of, or the determination of appeals in relation to taxes with respect to which its Jurisdiction made a reservation pursuant to subparagraph 1(a) of Article 30 of the Convention and, if so, specifying these taxes and confirming that the use will be in line with the terms of the Convention;
  - d) specifying one or more alternative methods, if any, for data transmission including encryption;
  - e) specifying safeguards, if any, for the protection of personal data;
  - f) confirming that it has in place adequate measures to ensure the required confidentiality and data safeguards standards are met; and
  - g) a list of the Jurisdictions of the Competent Authorities with respect to which it intends to have this Agreement in effect, following national legislative procedures for entry into force (if any).

Competent Authorities must notify the Co-ordinating Body Secretariat, promptly, of any subsequent change to be made to the above-mentioned notifications.

2. This Agreement will come into effect between two Competent Authorities on the date on which the second of the two Competent Authorities has provided notification to the Co-ordinating Body Secretariat under paragraph 1, of this Section, including listing the other Competent Authority's Jurisdiction pursuant to subparagraph 1g) of this Section.

3. The Co-ordinating Body Secretariat will maintain a list that will be published on the OECD website of the Competent Authorities that have signed the Agreement and between which Competent Authorities this is an Agreement in effect.

4. The Co-ordinating Body Secretariat will publish on the OECD website the information provided by Competent Authorities pursuant to subparagraphs 1a), b) and e) of this Section. The information provided pursuant to subparagraphs 1c), d), f) and g) of this Section will be made available to other signatories upon request in writing to the Co-ordinating Body Secretariat.

5. A Competent Authority may suspend the exchange of information under this Agreement by giving notice in writing to another Competent Authority that it has determined that there is or has been significant noncompliance by the second-mentioned Competent Authority with this Agreement. Such suspension will have immediate effect. For the purposes of this paragraph, significant non-compliance includes, but is not limited to, non-compliance with the confidentiality and data safeguard provisions of this Agreement and

the Convention, or a failure by the Competent Authority to provide timely or adequate information as required under this Agreement.

6. A Competent Authority may terminate its participation in this Agreement, or with respect to a particular Competent Authority, by giving notice of termination in writing to the Co-ordinating Body Secretariat. Unless specified otherwise by the Competent Authority, such termination will become effective on the first day of the month following the expiration of a period of 12 months after the date of the notice of termination. In the event of termination, all information previously received under this Agreement will remain confidential and subject to the terms of the Convention.

## SECTION 8

### *Co-ordinating Body Secretariat*

Unless otherwise provided for in the Agreement, the Co-ordinating Body Secretariat will notify all Competent Authorities of any notifications that it has received under this Agreement and will provide a notice to all signatories of the Agreement when a new Competent Authority signs the Agreement.

Done in English and French, both texts being equally authentic.



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