



**AGREEMENT BETWEEN
JERSEY AND THE REPUBLIC OF CHILE
FOR THE EXCHANGE OF INFORMATION ON TAX MATTERS**

Whereas the Government of Jersey and the Government of the Republic of Chile (the Parties), wish to enhance and facilitate the terms and conditions governing the exchange of information on tax matters.

Whereas it is acknowledged that the Government of Jersey has the right under the terms of its Entrustment from the UK to negotiate, conclude, perform and subject to the terms of this Agreement terminate a tax information exchange agreement with the Government of the Republic of Chile;

Now, therefore, the Parties have agreed to conclude the following agreement which contains obligations on the part of the Parties only.

**Article 1
Object and Scope of the Agreement**

The competent authorities of the Parties shall provide assistance through exchange of information that is foreseeably relevant to the administration and enforcement of the domestic laws of the Parties concerning taxes covered by this Agreement. Such information shall include information that is foreseeably relevant to the determination, assessment and collection of such taxes, the recovery and enforcement of tax claims, or the investigation or prosecution of tax matters. Information shall be exchanged in accordance with the provisions of this Agreement and shall be treated as confidential in the manner provided in Article 8 (Confidentiality). The rights and safeguards secured to persons by the laws or administrative practice of the Requested Party remain applicable however the Requested Party shall use its best endeavours to ensure that the effective exchange of information is not prevented or delayed.



Article 2

Jurisdiction

A Requested Party is not obligated to provide information which is neither held by its authorities nor in the possession of or in the control of or obtainable by, persons who are within its territorial jurisdiction.

Article 3

Taxes Covered

1. The taxes which are the subject of this Agreement are:
 - a) in Chile: the taxes included in the *Ley sobre Impuesto a la Renta* (Income Tax Act), the *Ley sobre Impuesto a las Ventas y Servicios* (Value Added Tax Act) and the *Ley sobre Impuesto a las Herencias, Asignaciones y Donaciones* (Inheritance and Gift Tax Act);
 - b) in Jersey: the income tax and the tax on goods and services.
2. This Agreement shall also apply to any identical taxes or any substantially similar taxes imposed after the date of signature of the Agreement in addition to or in place of the existing taxes if the competent authorities of the Parties so agree. Furthermore, the taxes covered may be expanded or modified by mutual agreement of the Parties in the form of an exchange of letters. The competent authorities of each Party shall notify the other in writing of any substantial changes to its taxation and related information gathering measures which may affect the obligations of that Party pursuant to the Agreement.

Article 4

Definitions

1. For the purposes of this Agreement, unless otherwise defined:
 - a) “Chile” means the Republic of Chile, including the territorial sea in accordance with international law;



“Jersey” means the Bailiwick of Jersey, including the territorial sea in accordance with international law;

b) “Parties” mean:

- i) Chile, as the context requires, and
- ii) Jersey, as the context requires;

c) “competent authority” means:

- i) in the case of Chile, the Minister of Finance, the Commissioner of the Revenue Service or their authorized representatives and;
- ii) in the case of Jersey, the Treasury and Resources Minister or his authorized representative;

d) “person” includes an individual, a company, a trust and any other body of persons;

e) “company” means any body corporate or any entity that is treated as a body corporate for tax purposes;

f) “publicly traded company” means any company whose shares representing a majority of the voting rights and a majority of the value of the company are listed on a recognized stock exchange provided its listed shares can be readily purchased or sold by the public. Shares can be purchased or sold “by the public” if the purchase or sale of shares is not implicitly or explicitly restricted to a limited group of investors;

g) “recognised stock exchange” means any stock exchange agreed upon by the competent authorities of the Parties;

h) “collective investment fund or scheme” means any pooled investment vehicle, irrespective of legal form. The expression “public collective investment fund or scheme” means any collective investment fund or scheme provided the units, shares or other interests in the fund or scheme can be readily purchased, sold or



redeemed “by the public”. Units, shares or other interests in the fund or scheme can be readily purchased, sold or redeemed “by the public” if the purchase, sale or redemption is not implicitly or explicitly restricted to a limited group of investors;

- i) “tax” means any tax to which the Agreement applies;
- j) “Requesting Party” means the Party submitting a request for, or having received information in response to a request;
- k) “Requested Party” means the Party which is requested to provide, or has provided, information in response to a request;
- l) “information gathering measures” means laws and administrative or judicial procedures that enable a Party to obtain and provide the requested information;
- m) “information” means any fact, statement or record in any form whatever;
- n) “criminal tax matters” means tax matters involving intentional conduct which is liable to prosecution under the criminal laws of the Requesting Party;
- o) “criminal laws” means all criminal laws designated as such under domestic law irrespective of whether contained in the tax laws, the criminal code or other statutes.

2. As regards the application of this Agreement at any time by a Party, any term or expression not defined therein shall, unless the context otherwise requires, have the meaning that it has at that time under the law of that Party, any meaning under the applicable tax laws of that Party prevailing over a meaning given to the term or expression under other laws of that Party.



Article 5

Exchange of Information Upon Request

1. The competent authority of the Requested Party shall provide upon request information for the purposes referred to in Article 1 (Object and Scope of the Agreement). Such information shall be exchanged without regard to whether the conduct being investigated would constitute a crime under the laws of the Requested Party if such conduct occurred in the Requested Party. The competent authority of the Requesting Party shall only make a request for information pursuant to this Article when it is unable to obtain the requested information by other means, except where resource to such means would give rise to disproportionate difficulty.

2. If the information in the possession of the competent authority of the Requested Party is not sufficient to enable it to comply with the request for information, that Party shall use all relevant information gathering measures necessary to provide the Requesting Party with the information requested, notwithstanding that the Requested Party may not need such information for its own tax purposes.

3. If specifically requested by the competent authority of the Requesting Party, the competent authority of the Requested Party shall provide information under this Article, to the extent allowable under its domestic laws, in the form of depositions of witnesses and authenticated copies of original records.

4. Each Party shall ensure that its competent authorities for the purposes specified in Article 1 (Object and Scope of the Agreement) and within the constraints of Article 2 (Jurisdiction) of the Agreement, have the authority to obtain and provide upon request:

- a) Information held by banks, other financial institutions, and any person acting in an agency or fiduciary capacity including nominees and trustees;
- b) Information regarding the legal and beneficial ownership of companies, partnerships, "*Anstalten*" and other persons, including ownership information on all such persons in an ownership chain;



- c) In the case of trusts, information on settlors, trustees, protectors and beneficiaries;
- d) In the case of foundations, information on founders, members of the foundation council and beneficiaries and;
- e) In the case of collective investment funds or schemes, information on shares, units and other interests.

Notwithstanding the preceding paragraphs, this Agreement does not create an obligation on either Party to obtain or provide ownership information with respect to publicly traded companies or public collective investment funds or schemes unless such information can be obtained without giving rise to disproportionate difficulties.

5. The competent authority of the Requesting Party shall provide in writing the following information to the competent authority of the Requested Party when making a request for information under the Agreement to demonstrate the foreseeable relevance of the information to the request:

- a) the identity of the person under examination or investigation;
- b) the period for which the information is requested;
- c) the nature of the information requested and the form in which the Requesting Party would prefer to receive it;
- d) the tax purpose for which the information is sought;
- e) the grounds for believing that the information requested is held in the Requested Party or is in the possession of or in the control of or obtainable by a person within the jurisdiction of the Requested Party;
- f) to the extent known, the name and address of any person believed to be in the possession of or in the control of or able to obtain the requested information;



- g) a statement that the request is in conformity with the law and administrative practices of the Requesting Party, that if the requested information was within the jurisdiction of the Requesting Party then the competent authority of the Requesting Party would be able to obtain the information under the laws of the Requesting Party or in the normal course of administrative practice and that it is in conformity with this Agreement and;
- h) a statement that the Requesting Party has pursued all means available in its own territory to obtain the information, except those that would give rise to disproportionate difficulties.

6. The competent authority of the Requested Party shall acknowledge receipt of the request to the competent authority of the Requesting Party and shall use its best endeavours to forward the requested information to the Requesting Party within the least reasonable delay.

Article 6

Tax Examinations Abroad

1. Subject to the previous agreement of the persons concerned, representatives of the competent authority of a Party may enter the territory of the other Party, to the extent permitted under that other Party's domestic laws, to interview individuals and examine records. The competent authority of the first-mentioned Party shall give reasonable notice of the time and place of the meeting or examination to the competent authority of the other Party.

2. At the request of the competent authority of one Party, the competent authority of the other Party may allow representatives of the competent authority of the first-mentioned Party that have entered the territory of the other Party in accordance with that other Party's domestic laws, to be present at the appropriate part of a tax examination in the second-mentioned Party always with the written consent of the persons subject to the examination.

3. If the request referred to in paragraph 2 is acceded to, the competent authority of the Party conducting the examination shall, as soon as possible,



notify the competent authority of the other Party about the time and place of the examination, the authority or official designated to carry out the examination and the procedures and conditions required by the first-mentioned Party for the conduct of the examination. All decisions with respect to the conduct of the tax examination shall be made by the Party conducting the examination.

4. For the purposes of this Article the term “domestic laws” refers to laws or instruments governing entry into, or exit from, the territories of the Parties.

Article 7

Possibility of Declining a Request

1. The competent authority of the Requested party may decline to assist:
 - a) where the request is not made in conformity with this Agreement;
 - b) where the Requesting Party has not pursued all means available in its own territory to obtain the information, except where recourse to such means would give rise to disproportionate difficulties or;
 - c) where the disclosure of the information requested would be contrary to the public policy (Ordre Public) of the Requested Party.
2. This Agreement shall not impose upon a Party the obligation to provide items subject to legal privilege or which would disclose any trade, business, industrial, commercial or professional secret or trade process, provided that information described in Article 5, paragraph 4 shall not by reason of that fact alone be treated as such a secret or trade process.
3. A request for information shall not be refused on the ground that the tax claim giving rise to the request is disputed.
4. The Requested Party shall not be required to obtain and provide information which, if the requested information was within the jurisdiction of the Requesting Party, the competent authority of the Requesting Party would not be able to obtain under its laws or in the normal course of administrative practice.



5. The Requested Party may decline a request for information if the information is requested by the Requesting Party to administer or enforce a provision of the tax law of the Requesting Party, or any requirement connected therewith, which discriminates against a national or citizen of the Requested Party as compared with a national or citizen of the Requesting party in the same circumstances.

Article 8

Confidentiality

1. Any information received by a Party under this Agreement shall be treated as confidential.
2. The information may not be disclosed to any other person or entity or authority without the express written consent of the competent authority of the Requested Party.
3. The information may be disclosed only to persons or authorities (including courts and administrative bodies) in the jurisdiction of the Party concerned with the assessment or collection of, the enforcement or prosecution in respect of, or the determination of appeals in relation to, the taxes covered by this Agreement. Such persons or authorities shall use such information only for such purposes. They may disclose the information in public court proceedings or in judicial decisions.
4. In any case, the information provided to a Requesting Party under this Agreement may not be disclosed to any other jurisdiction.

Article 9

Costs

1. Unless the competent authorities of the Parties otherwise agree, ordinary costs incurred in providing assistance shall be borne by the Requested Party, and extraordinary costs shall be borne by the Requesting Party.



2. Extraordinary costs will not be incurred without the prior consent of the Requesting Party.

3. The respective competent authorities shall consult from time to time with regard to this Article, and in particular the competent authority of the Requested Party shall consult with the competent authority of the Requesting Party if the costs of providing information with respect to a specific request are expected to be significant.

Article 10

Implementation Legislation

The Parties shall enact any legislation necessary to comply with, and give effect to, the terms of the Agreement.

Article 11

Mutual Agreement Procedure

1. Where difficulties or doubts arise between the Parties regarding the implementation or interpretation of the Agreement, the competent authorities shall endeavour to resolve the matter by mutual agreement.

2. In addition to the agreements referred to in paragraph 1, the competent authorities of the Parties may mutually agree on the procedures to be used under Articles 5 (Exchange of Information Upon Request), 6 (Tax Examination Abroad) and 9 (Costs).

3. The Parties may also agree on other forms of dispute resolution should this become necessary.

Article 12

Restrictive Measures

Jersey shall be excluded from the list established by *Decreto Supremo N°628, Ministerio de Hacienda*, dated 24 July 2003, according to the provisions of Article 41D of Chile's Income Tax Act. The removal of Jersey from the



aforesaid list shall have effect as of the date that this Agreement comes into force.

Article 13 Entry into Force

1. The Parties shall notify each other in writing that their procedures required by law for the entry into force of this Agreement have been complied with.
2. The Agreement shall enter into force on the date of the receipt of the later of the notifications.
3. Upon entry into force the provisions of this Agreement shall have effect on that date, but only in respect of any taxable periods beginning on or after that date or, where there are no taxable periods, all charges to tax arising on or after that date. In the case of Chile and for greater certainty, if the information is covered by Article 1 of DFL N° 707 and Article 154 of DFL N° 3 of Chile, such information shall not be available with respect to bank transactions occurring on a date before January 1, 2010.

Article 14 Termination

1. This Agreement shall remain in force indefinitely but either Party may, on or before the thirtieth day of June in any calendar year, give to the other Party a notice of termination in writing through appropriate channels.
2. The provisions of this Agreement shall cease to have effect on the first day of January in the calendar year next following that in which the notice of termination is given. All requests received up to the effective date of termination will be dealt with in accordance with the terms of this Agreement.
3. If the Agreement is terminated the Parties shall remain bound by the provisions of Article 8 (Confidentiality) with respect to any information obtained under this Agreement.



In witness whereof, the undersigned, being duly authorized thereto, have signed the Agreement.

DONE in duplicate, in Santiago, Chile, 24, JUNE, 2016, and in Saint Helier, Jersey, on 26 July, 2016, in the Spanish and English language, both texts being equally authentic,

FOR JERSEY

Philip Bailhache

FOR THE REPUBLIC OF CHILE