



MEMORANDUM OF UNDERSTANDING

for

Frontline Regional Initiative for the Protection of EU Financial Interests in Ukraine

2026-03-03 Nr. 8-54

Between:

Estonian Internal Security Service (KAPO),

Estonian Police and Border Guard Board (PBGB),

Corruption Prevention and Combating Bureau (KNAB) of the Republic of Latvia,

Special Investigation Service of the Republic of Lithuania (STT),

National Anti-Corruption Bureau of Ukraine (NABU),

National Agency on Corruption Prevention (NACP) of Ukraine,

Hereinafter collectively referred to as “the Participants”, and individually as “a Participant”,

Recognising that corruption undermines the rule of law, good governance, democratic institutions, economic development, public trust, and national security;

Recalling the obligations and principles set out in the United Nations Convention against Corruption, the Criminal Law Convention on Corruption, and the Civil Law Convention on Corruption, as well as other relevant international treaties and bilateral agreements, to which Participants’ respective countries are parties;

Acknowledging the need for effective mechanisms to prevent, detect, deter, investigate, and sanction corrupt practices, including bribery, abuse of office, trading in influence, illicit enrichment, and the misuse of public resources;

Emphasising the importance of cooperation among anti-corruption institutions and law enforcement authorities in preventing and combating corruption crimes and corruption-related offences, including through information-sharing, legal assistance and coordinated enforcement actions;

Deploring continuing acts of aggression by the Russian Federation against the territorial integrity and the rule of law in Ukraine and expressing support for Ukrainian anti-corruption authorities for their continued efforts to strengthen integrity and accountability despite the ongoing atrocities of war;

Bearing in mind that Ukraine is entering a decisive phase of its European integration process, having committed to aligning with European Union's (EU) standards, including on fighting fraud and corruption, implementing financial control measures and assuming responsibility for protecting the EU financial interests, in particular in EU-supported reconstruction process in Ukraine.

Bearing in mind that Lithuania, Latvia and Estonia – as EU Member States, as well as frontline states to Ukraine, – are well placed to assist in operationalising these commitments by creating a regional pilot mechanism for structured cooperation with Ukraine's specialised institutions;

Aiming to develop and enhance direct cooperation;

Understanding that this Memorandum builds upon on existing international obligations and on applicable national legislation, and while seeking to create a practical mechanism, it does not create any new rights or obligations for Participants,

have decided as follows:

Paragraph 1 Purpose and Scope of Cooperation

1. This Memorandum defines a practical framework for cooperation among the Participants in the field of prevention, detection, investigation and analytical activities aimed at combating corruption and corruption-related offences, in particular, in the area of protection of EU financial interests.
2. Nothing in this Memorandum shall limit the right of any Participant to act under its national legislation or international obligations.

Paragraph 2 Forms of Cooperation

The cooperation among the Participants may include:

1. Exchange of information, data and analytical reports in accordance with the applicable laws of each Participant.
2. Regular or *ad hoc* consultations, joint activities or working visits.
3. Sharing of guidelines and methodological materials.
4. Any other form of cooperation agreed upon by the Participants.

Paragraph 3 Expert Working Group

1. The Participants hereby establish an Expert Working Group (EWG) composed of representatives of each Participant.

2. The EWG is tasked with:
 - 2.1. coordinating and facilitating practical cooperation among the Participants;
 - 2.2. identifying needs and feasibility for expert or technical assistance;
 - 2.3. proposing updates or improvements to the implementation of this Memorandum.
3. Composition and Appointment:
 - 3.1. Each Participant will appoint at least two expert-level representatives, if possible, with relevant expertise in the area of prevention, analysis, investigation, or in the area of international cooperation, to participate on a permanent basis in the activities of the EWG;
 - 3.2. The Participants may appoint additional expert-level representatives upon agreement on specific topics.
 - 3.3. The Participants will notify each other in writing of the names, positions, and contact details of their representatives appointed to the EWG. Each Participant may update the list of its representatives appointed to the EWG at any time by written notification to all other Participants.
4. Meetings:
 - 4.1. The EWG meeting will take place at least twice a year. Additional *ad hoc* meetings will take place when proposed by any Participant and agreed by the Participants.
 - 4.2. Meetings may be held in person, online or in hybrid format.
 - 4.3. Unless otherwise agreed and pending financial support from possible development partners, each Participant will be responsible for its costs in implementing this Memorandum, including travel and accommodation expenses of its representatives, and will have no financial obligations under this Memorandum to the other Participant.

Paragraph 4 Focal Points

1. Each Participant may designate one or more Focal Points responsible for day-to-day communication, coordination, and facilitation of activities under this Memorandum.
2. The Focal Points will:
 - 2.1. coordinate the exchange of information and requests under this Memorandum;
 - 2.2. ensure internal communication within their respective institutions regarding agreed cooperation measures between the Participants.
3. The Participants will notify each other in writing of the names, positions, and contact details of their Focal Points within 30 (thirty) calendar days from the signing of this Memorandum. Each Participant may update its designated Focal Points at any time by written notification to all other Participants.

Paragraph 5 Exchange of Information

1. Information may be exchanged upon request or voluntarily when a Participant considers such information beneficial to the objectives of this Memorandum.
2. A Participant may refuse to provide information if its disclosure would contradict national legislation, ongoing investigations, or international obligations. A written explanation should be provided.
3. Information shall be used solely for the purposes specified in this Memorandum unless the originating Participant expressly authorises another use.
4. The Participants shall employ secure information-exchange channels, regularly used and available for such purposes, including but not limited to the SIENA platform, unless otherwise mutually agreed.

Paragraph 6 Confidentiality and Data Protection

1. The Participants shall take all necessary measures to maintain the confidentiality of information and documents received within the framework of cooperation under this Memorandum and shall ensure a level of confidentiality equivalent to that applied to information and documents obtained from their respective national sources, in accordance with the laws and regulations applicable in their territories. Such information and documents shall not be disclosed or transferred to third parties without the prior written consent of the originating Participant.
2. All information exchanged under this Memorandum shall be protected in accordance with the applicable laws and regulations of each Participant governing its handling, use, disclosure and retention. Each Participant shall ensure that the level of protection afforded to the information is no less stringent than the standards required under the relevant European Union legal framework, including data protection and information security requirements, insofar as such standards are applicable to that Participant.
3. In their exchange of information the Participants shall ensure personal data protection in accordance with the legislation applicable to the territories of the Participants, including but not limited to Directive(EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by competent authorities for the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data, and repealing Council Framework Decision 2008/977/JHA.
4. This Memorandum does not regulate the submission of mutual legal assistance requests, which shall be carried out in accordance with its applicable international and national legislation.

Paragraph 7 Validity of the Memorandum

1. This Memorandum takes effect on the date of its signature by all Participants and will remain in effect for an indefinite period.
2. Any Participant may withdraw from this Memorandum by notifying all other Participants in writing at least 30 (thirty) calendar days prior to the intended date of withdrawal.
3. Withdrawal will not affect ongoing joint activities unless the Participants decide otherwise.
4. This Memorandum may be amended or supplemented at any time by mutual written consent of all Participants through the exchange of corresponding protocols signed by the Participants, which shall constitute an integral part of this Memorandum. Any Participant may propose amendments or supplements to this Memorandum by notifying all other Participants in writing. Amendments or supplements take effect in the date of signature by all Participants.
5. The Memorandum may be terminated through the exchange of corresponding protocols signed by the Participants. The termination takes effect in the date of its signature by all Participants.
6. The provisions concerning the confidentiality, protection and non-disclosure of the information obtained under this Memorandum will continue to apply following the termination thereof.

Paragraph 8 Accession to the Memorandum

1. Any institution whose statutory tasks and powers are compatible with the objectives of this Memorandum may request to join this Memorandum by submitting a written Accession Request to all Participants.
2. The Accession Notice will be signed by an authorised representative and will confirm that the requesting institution has the necessary powers and authorisations under its national law to participate in this Memorandum.

3. Unless any Participant objects in writing within 30 (thirty) days of the submission of the Accession Request, the requesting institution will be deemed to have acceded and will become a Participant on the next day after expiry of that period.

4. If a Participant objects within the above period, the requesting institution will not accede unless and until the objection is withdrawn or all Participants confirm the accession in writing.

5. Following accession, the acceded Participant will, within the time period specified in the Paragraph 4.3 of this Memorandum, notify all other Participants in writing of its designated focal point and its representatives appointed to the EWG.

Paragraph 9 Languages of Cooperation

All documents related to this Memorandum will be in English or in the national language of the respective Participant, accompanied by a translation into English. The working language of the Participants under this Memorandum will be English.

Paragraph 10 Dispute Settlement

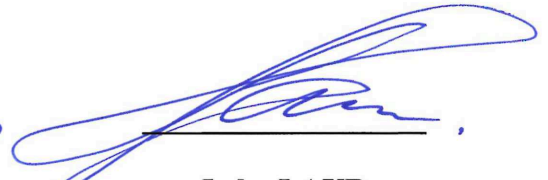
Disputes and disagreements regarding the interpretation or implementation of this Memorandum will be resolved amicably through consultations between the Participants.

SIGNATURES

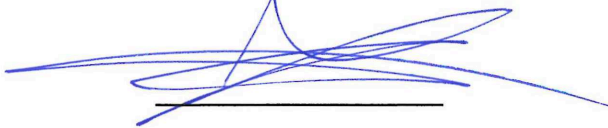
Signed in Vilnius on 3rd of March 2026 in 6 (six) original copies in the English language, one for each Participant, all texts being equally valid.



Andres RATASSEPP
Deputy Director-General
KAPO



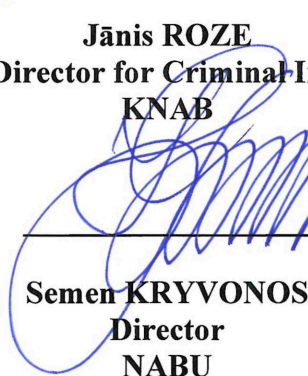
Leho LAUR
Head of National Criminal Police
PBGB



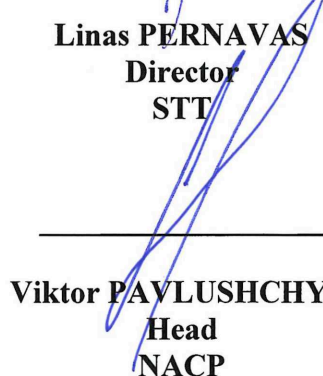
Janis ROZE
Deputy Director for Criminal Intelligence
KNAB



Linas PERNAVAS
Director
STT



Semen KRYVONOS
Director
NABU



Viktor PAVLUSHCHYK
Head
NACP