

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The Special Investigation Service of the Republic of Lithuania**  
**and**  
**The Serious Fraud Office of the United Kingdom**  
**On Enhancing Cooperation**

2018-06-01 Nr. 8-90

**Purpose**

1. The Special Investigation Service of the Republic of Lithuania (“SIS”) and The Serious Fraud Office of the United Kingdom (“SFO”), together referred to as “the Parties”, are committed to working together in the investigation and prosecution of serious or complex fraud including bribery and corruption. In support of that aim, this Memorandum of Understanding (“MoU”) sets out the framework for effective liaison and communications between the SIS and the SFO.
2. The aims of this MoU are:
  - a) to promote and assist cooperation and coordination between the Parties, through the exchange of information, for the prevention and detection of offences of serious corruption, economic crime and bribery of public officials. Such assistance would be carried out in accordance with the Parties’ respective statutory functions;
  - b) to set out arrangements for cooperation and the exchange of useful information;
  - c) to tackle bribery of foreign public officials as it is defined in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

**Legal Status and Effect**

3. The Parties are genuinely committed to pursuing the aims and purposes of this MoU in good faith and intend to act in accordance with its terms on a voluntary basis to enhance mutual cooperation.
4. Nothing in this MoU shall, or is intended to:
  - a) create any legal or procedural right or obligation which is enforceable by either of the Parties against the other;
  - b) create any legal or procedural right or obligation which is enforceable by any third party against either of the Parties, or against any other third party;
  - c) prevent either of the Parties from complying with any law which applies to them;
  - d) fetter or restrict in any way whatsoever the exercise of any discretion which the law requires or allows the Parties to exercise;

- e) create any legitimate expectation on the part of any person that either of the Parties will do any act (either at all, or in any particular way, or at any particular time), or will refrain from doing any act.

### **Roles and Responsibilities**

5. The SFO was set up in April 1988 following the report of the Fraud Trials Committee under the late Lord Roskill.
6. The SFO's status and powers derive from the Criminal Justice Act 1987. Section 1(3) of that Act provides that the Director may investigate any suspected offence which appears to him on reasonable grounds to involve serious or complex fraud (including offences of bribery and corruption).
7. In considering whether to take on an investigation, the Director of the SFO considers:
  - a) whether the matter undermines the collective commercial or financial interests of the UK in general and of the City of London in particular;
  - b) whether the actual or potential loss involved is high;
  - c) whether actual or potential harm is significant;
  - d) whether there is a very significant public interest element and
  - e) whether there is a new species of fraud.
8. The principal power is contained in section 2 of the Criminal Justice Act 1987, which gives the Director, or a designated member of staff, the power to require a person or entity to provide information to the SFO for the purpose of an investigation.
9. The SIS is the main anti-corruption law enforcement agency of the Republic of Lithuania accountable to the President of the Republic and the Seimas.
10. The SIS operates on the grounds of the Law on the Special Investigation Service of the Republic of Lithuania.
11. The tasks of the SIS are to perform the following functions: criminal prosecution due to corruption-related crimes, criminal intelligence gathering, corruption prevention, anti-corruption education of the public and public awareness raising, analytical anti-corruption intelligence and other tasks assigned to the SIS in accordance with the procedure established in the laws of the Republic of Lithuania and other legal acts.

### **Information Sharing**

12. Where it is lawful and in the public interest to do so, the Parties agree to timely disclosure of information to the other so that suspected criminality, is properly assessed and where appropriate, investigated.

13. The SFO may provide information to the SIS pursuant to the gateways at sections 3(5) of the Criminal Justice Act 1987.
14. The SIS may provide information on the grounds laid down in the Law on the Special Investigation Service of the Republic of Lithuania, the Law on Criminal Intelligence of the Republic of Lithuania and the Code of Criminal Procedure of the Republic of Lithuania.
15. Depending on (i) how such information was obtained and (ii) the use to which the information will be put by the receiving Party, the disclosing Party may be under a legal requirement to provide the person from whom the information was obtained with an opportunity to object to disclosure before reaching a decision on whether the information may lawfully be disclosed.
16. Where there is no such legal requirement, the disclosing Party may, at its sole discretion, voluntarily provide such advance notification, but is not required to do so as a pre-condition to cooperation or exchange of information pursuant to this MoU.
17. Exchange of information under this MoU shall be written in English and in accordance with the laws applicable to the disclosing Party may take place voluntarily as well as in response to a request.
18. The disclosing Party also agrees to notify the recipient of:
  - a) any restrictions on the use to which the information can be put, and
  - b) any restrictions which apply to the onward disclosure of the information.

In the absence of such notification, the receiving Party may assume that there are no such restrictions (except for any restrictions that apply as a matter of law or as set out in clause 20 below).
19. Neither Party will disclose data supplied by the other to any outside organisation, even in if this MoU has been terminated, unless:
  - a) permitted by law, in which case the receiving Party will always first seek and obtain the consent of the supplying Party before providing disclosure; or
  - b) required by law, in which case the receiving Party will, so far as is practicable, first notify the supplying Party before providing disclosure.
20. The recipient of information from the other Party will:
  - a) keep the information secure, from accidental or unlawful destruction, disclosure or from other unlawful processing;
  - b) only use the data for the purposes for which they have received it;
  - c) ensure that only people who have a genuine business need to see that data will have access to it;

- d) use the information only for legal investigations;
- e) liaise or co-operate where appropriate to avoid action that prejudices or may prejudice an investigation by another party or person;
- f) report data losses or wrongful disclosure to the designated Single Points of Contact (see below);
- g) follow retention and destruction guidelines according to the policies and law applicable to the Parties.

### **Practical Exchange of Information**

21. All information exchanged between the Parties should be passed via the following individuals who are the designated Single Points of Contact (SPOCs) for their organization for the purposes of this MoU:
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In cases where the designated SPOC or their contact details change the respective Party will inform the other Party in writing.

### **Additional Assistance**

22. Either of the Parties may request additional cooperation with the aims in paragraph 2 and such requests shall be given due consideration by the receiving Party.

### **Freedom of Information**

23. When there is a request for information from a member of the public under relevant freedom of information law then the Party receiving the request will inform the other Party and invite representations on any potential impact if disclosure is likely to occur.

### **Costs/Charges**

24. No charges will be made in relation to the supply of information by either Party.

### **Resolving Problems**

25. Problems that arise between the Parties will be resolved through discussion by the SPOCs, with escalation to more senior managers where necessary.

### **Length of Operation of MoU and Review Arrangements**

26. This MoU will come into effect upon signatures of both Parties and will last initially for a period of five years. Such time period can be extended by agreement in writing of both Parties.
27. The Parties will use their best endeavours to review its operation every two years.
28. Any changes to this MoU may be agreed in writing.
29. This MoU may be terminated by written notice of either participant to the other party. The termination shall take effect three months from the date of acknowledgement of receipt of such notification.

### **Transparency**

30. This MoU is a public document and the Parties may publish it as they separately see fit.

Signed in London, on 29<sup>th</sup> May 2018 in 2 (two) original copies in Lithuanian and English, all text being equally authentic.

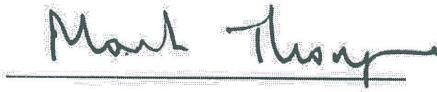
**For The Special Investigation Service of  
the Republic of Lithuania**

**For the Serious Fraud Office of the  
United Kingdom**

  
**Žydrūnas Bartkus**

Director of the Special Investigation Service  
of the Republic of Lithuania





**Mark Thompson**

Director of the Serious Fraud Office