

**COOPERATION AGREEMENT
BETWEEN
THE PUBLIC INSTITUTION CENTRAL PROJECT MANAGEMENT AGENCY AND
THE SPECIAL INVESTIGATION SERVICE**

6 February 2018 No 2018/4-2-4
6 November 2018 No 8-11

Vilnius

The **Public Institution Central Project Management Agency** (hereinafter – the Agency or the CPMA), represented by the Director Lidija Kašubienė, acting on the basis of articles of association of the institution approved by Order No 406 of the Minister of Finance of the Republic of Lithuania of 20 December 2002, and

The **Special Investigation Service of the Republic of Lithuania** (hereinafter – the SIS), represented by the SIS Director Saulius Urbonavičius, acting in accordance with Article 12 of the Law on the SIS, have concluded this Cooperation Agreement between the Public Institution Central Project Management Agency and the Special Investigation Service of the Republic of Lithuania (hereinafter – the Agreement), the Agency and the SIS hereinafter collectively referred to as the Parties, and individually – the Party,

I. PURPOSE AND SUBJECT MATTER OF THE AGREEMENT

1. The purpose of the Agreement – ensuring closer cooperation between the Parties and exchange of the available information obtained by the CPMA when administrating the development cooperation projects. The Parties shall promote mutual cooperation in implementing the OECD Recommendation of the Council for Development Cooperation Actors on Managing Risks of Corruption of 16 November 2016.

2. The subject matter of the Agreement – the procedure, methods and conditions of cooperation and exchange of information between the Parties.

II. OBLIGATIONS OF THE PARTIES

3. Obligations of the Agency:

3.1. to immediately report to the SIS the alleged bribing of foreign officials, as well as other allegedly committed corruption offences and to provide to the SIS, free of charge, the data available to the Agency;

3.2. to provide, free of charge, consultations of general type relating to the Agency's activities;

3.3. to use the received data only for the performance of the functions assigned to the Agency under legal acts and for the purposes specified in paragraph 1 of the Agreement.

4. Obligations of the SIS:

4.1. where appropriate, according to the possibilities, to organise the event on the issues of the application of the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions;

4.2. to provide consulting assistance regarding the establishment of measures preventing corruption in the development cooperation area;

4.3. to use the received data only for the performance of the functions assigned to it under legal acts and for the purposes specified in paragraph 1 of the Agreement;

4.4. for the purposes of performing this Agreement, the SIS shall provide only such information and only to the extent this is in compliance with imperative provisions of legal acts and does not pose danger to the implementation of tasks and functions.

III. PROCEDURE OF FULFILMENT OF THE PARTIES' OBLIGATIONS

5. The Agency shall immediately report to the SIS any suspected allegedly committed corruption act.

6. The information being provided under paragraph 5 of the Agreement shall include the following data: the data of the person regarding whose activities the information is being provided: the natural person's forename, surname and personal identification number, the legal person's name, code, registration date, registered office or business address and circumstances of the alleged offence.

7. The information referred to in paragraph 5 of the Agreement shall be communicated in writing to the addresses indicated in this Agreement. Urgent reports may be communicated to the Parties by e-mail specified in the Agreement.

8. Data (or other information) communicated by e-mail shall be sent to the e-mail addresses indicated in paragraphs 18–19 of the Agreement, archived in zip format and protected by the password agreed between the SIS and the Agency by phone or in the form other than in which the data are provided.

IV. CONFIDENTIALITY

9. The Parties hereto undertake not to disclose any information obtained from the other Party in performing this Agreement or relating to its performance to any third parties without a prior written consent of the other Party and to treat as confidential all such information, excluding the cases where the disclosure of such information is mandatory under applicable legal acts of the Republic of Lithuania.

10. The Parties hereto undertake not to use and not to publicise the confidential information for any other purposes, excluding the cases established by legal acts.

11. Each Party must ensure the compliance with legal acts of the Republic of Lithuania regulating the state, official or commercial secrets and data protection.

12. The confidentiality terms contemplated in the Agreement shall apply for an unlimited term.

V. FINAL PROVISIONS

13. The Agreement shall enter into force on the next day following the day of its signing by both Parties. The Agreement shall be open-ended.

14. Amendments and/or supplements to the Agreement shall be valid only if they are approved in writing by both Parties.

15. The contact persons indicated in the Agreement and their contact details may be changed by notifying the other Party to the Agreement in writing within 10 (ten) working days of the change of such details, without amending the Agreement. The notification of the change shall constitute an inseparable part to the Agreement.

16. All disputes and disagreements of the Parties relating to the Agreement shall be settled by agreement of the Parties. In the event of the failure to reach agreement, the disputes shall be settled in accordance with the procedure set forth by legal acts of the Republic of Lithuania.

17. The Agreement may be terminated:

17.1. by arrangement of the Parties or on the initiative of one of the Parties, notifying the other Party no later than 30 (thirty) calendar days in advance;

17.2. in other cases established by legal acts.

18. Contact person appointed by the Agency for the period of implementation of the Agreement: Dalia Vinklerė, the Head of the Legal and Control Service of the International Programmes Management Department, phone (8 5) 2191338, e-mail: d.vinklere@cpva.lt.

19. Contact persons appointed by the SIS for the period of implementation of the Agreement: for the organisation of the event on the subject of the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions – Jurgita Ramzytė, the Acting Head of the PR Division, phone (8 706) 63328, e-mail: jurgita.ramzyte@stt.lt; for reporting of alleged offences – Daumantas Pocius, the Head of the Second Board, phone (8 706) 63 322, e-mail: daumantas.pocius@stt.lt.

20. Rights and obligations of the Parties arising from this Agreement may not be assigned to any third parties, unless such assignment is directly provided for by legal acts.

21. The Agreement has been concluded in two copies of equal legal value in the Lithuanian language delivering one copy to each Party.

VI. LEGAL ADDRESSES AND SIGNATURES OF THE PARTIES

Public Institution Central Project Management Agency	Special Investigation Service of the Republic of Lithuania
Data collected and stored in the Register of Legal Entities Code 126125624 Address: S. Konarskio g. 13, 03109 Vilnius Phone (8 5) 252 6999 E-mail: info@cpva.lt	Data collected and stored in the Register of Legal Entities Code 188659948 Address: A. Jakšto g. 6, 01105 Vilnius Phone: (8 706) 63 335 E-mail: dokumentai@stt.lt
Director Lidija Kašubienė /signed/	Director Saulius Urbanavičius /signed/
[Seal: Republic of Lithuania/Vilnius/ Public Institution Central Project Management Agency]	[Seal: Republic of Lithuania/ Special Investigation Service]

[Personalised stamp: Central Project Management Agency
International Programmes Management Department
Legal and Quality Control Service Head
Dalia Vinklerė] /signed/
31/01/2018

[Personalised stamp: Central Project Management Agency
International Programmes Management Department Director
/...../ Žarnovskis] /signed/
31/01/2018

[Personalised stamp: Central Project Management Agency
Deputy Director
Rasa Suraučienė] /signed/

I, translator *Egle Lenkaitiene*
acquainted with article 235 of the Criminal Code of
the Republic of Lithuania, which provides for criminal
responsibility for untrue translation.
Translated by.....
Signature.....

