



PROSECUTOR GENERAL'S  
OFFICE



BASEL INSTITUTE ON  
GOVERNANCE

## AGREEMENT ON CONTINUATION OF COOPERATION BETWEEN THE PROSECUTOR GENERAL'S OFFICE AND THE BASEL INSTITUTE ON GOVERNANCE

RECOGNISING the successful co-operation between the Prosecutor General's Office (Ukraine) and the Basel Institute on Governance (Swiss Confederation) established under The Agreement on Cooperation between the International Centre for Asset Recovery of the Basel Institute on Governance and the Prosecutor General's Office of Ukraine dated 11<sup>th</sup> August 2014 and the Protocol on the Cooperation between the Prosecutor General's Office of Ukraine and the Basel Institute on Governance dated the 12<sup>th</sup> November 2015, and

UNDERSTANDING legislative changes in the organisation and activities of public prosecution service of Ukraine that have taken place since the initial cooperation with the Basel Institute of Governance, and

ACKNOWLEDGING the provisions of the Memorandum of Understanding between the Prosecutor General's Office and the National Anti-Corruption Bureau of Ukraine, on the one side, and the Swiss Agency for Development and Cooperation, on the other side, on the implementation of the Project "Asset Recovery and Public Integrity in Ukraine" – Phase 1, concluded on 21 July 2020,

The Prosecutor General's Office and the Basel Institute on Governance (hereinafter "the Parties") have agreed the terms to replace the aforementioned Agreement of 2014 and Protocol of 2015.

The Parties agree as follows:

### 1. The Parties and the Agreement

The Parties to the Agreement on Continuation of Cooperation (hereinafter "the Agreement") are:

the Prosecutor General's Office (13/15 Riznytska St., Kyiv, 01011, Ukraine)

and

the Basel Institute on Governance (Steinenring 60, 4051 Basel, Switzerland) (hereinafter "the Institute")

### 2. Objectives of the Agreement and forms of cooperation:

#### 2.1 Objectives of the Agreement:

The Parties shall cooperate in order to:

- Facilitate the efforts of the Prosecutor General's Office to recover assets belonging to Ukraine that have been misappropriated by former senior officials and related individuals and legal entities, subject to the authority of the Prosecutor General's Office.

- Strengthen the efforts of the Prosecutor General's Office to identify and recover proceeds of crime, in particular by commission of crimes specified in international treaties acceded to by Ukraine, the binding nature of which has been approved by the Verkhovna Rada of Ukraine.
- Facilitate the development of plans and measures to obtain evidence from other jurisdictions through international legal assistance during the pre-trial investigation for the purpose of confiscation / seizure of property in accordance with relevant legislation.
- Conducting training courses for prosecutors of the Prosecutor General's Office on the search, seizure and confiscation of proceeds of crime and related evidence in other jurisdictions.

2.2. To achieve these goals, the Prosecutor General's Office requests, and the Institute provides at the request of the former:

- Practical advice to prosecutors on measures and actions that may be effective in ongoing or future investigations to obtain evidence and search abroad, seize and confiscate proceeds of crime, enforce decisions to seize property and confiscate property, and which may facilitate the execution of requests for international legal assistance in foreign jurisdictions;
- Assistance in the development of plans and measures to obtain evidence and the search, seizure and confiscation of proceeds of crime in other jurisdictions in order to use the evidence obtained during the pre-trial investigation and public prosecution;
- Assistance in identifying effective forms of international cooperation in criminal proceedings, as well as in exploring alternative ways to identify and recover assets;
- Practical assistance in preparing requests for international legal assistance for referral to other jurisdictions;
- Assisting in establishing contacts with relevant foreign jurisdictions in order to coordinate actions to comply with requests for international legal assistance in these jurisdictions;
- Support in improving the professional level of prosecutors in preparing requests for international legal assistance in criminal cases regarding the search, seizure and confiscation of assets in foreign jurisdictions.

This assistance is for guidance only and is not mandatory.

### **3. The Institute's rights and duties**

- 3.1. The Institute will implement the tasks and measures set out in clause 2 of this Agreement.
- 3.2. Within the framework of this Agreement, the Institute is free to plan the execution of its services, including working hours and place of work, unless otherwise agreed. In principle, the Institute undertakes, subject to requirements, availability and health related travel restrictions, to deploy nominated experts on 12 missions per calendar year to the Prosecutor General's

Office. In the alternative, the Institute will provide support remotely to the Prosecutor General's Office through electronic communications and video / audio conferencing.

- 3.3 The Institute is free to select experts to perform the practical execution of the work, and must provide in advance the list and profiles of the selected specialists.
- 3.4 The Institute and its experts will provide assistance to the best of their ability, knowledge and expertise but without any guarantee of success or of any particular outcome. The provision of assistance in accordance with this Agreement does not create any liability for the Institute or its experts.
- 3.5 Upon the conclusion of the task the Institute undertakes to return or destroy all documents handed over or transmitted electronically by the Prosecutor General's Office (it being understood that all documents provided should be copies and not original documents).

#### **4. The Prosecutor General's Office's rights and duties**

- 4.1 The Prosecutor General's Office shall operate on the basis, within the powers and in the manner prescribed by the legislation of Ukraine, which include international treaties acceded to by Ukraine, the binding nature of which has been approved by the Verkhovna Rada of Ukraine.
- 4.2 The Prosecutor General's Office confirms that the provision and nature of the activities carried out under this Agreement will remain confidential. The information received by the experts of the Institute during their activity will be covered by the requirements of the Criminal Procedure Code of Ukraine on the secrecy of the pre-trial investigation. The Prosecutor General's Office will not require the participation of the Institute's staff in court proceedings as witnesses or experts in accordance with the requirements of the Criminal Procedure Code of Ukraine.
- 4.3 The Prosecutor General's Office shall provide designated experts of the Institute with access to all available oral and written information necessary for their effective operation in accordance with paragraph 2.2. subject to the restrictions established by the current legislation of Ukraine. This information will form the basis for the work of the Institute under this Agreement.
- 4.4 The Prosecutor General's Office will assist the Institute and its experts with administrative procedures, in particular those related to obtaining visas.

#### **5. Duration and entry into force**

- 5.1 This Agreement shall be effective from the moment of signature and expires on the 31<sup>st</sup> December 2022, unless extended by written agreement of both Parties.

#### **6. Termination**

- 6.1 The Parties may terminate this Agreement by written notice. In such case, the Agreement shall terminate upon the expiration of 30 calendar days from the date of receipt by one of the Parties of a written notice of the other Party's intention to terminate it.

6.2 The following circumstances could be a reason for non-execution of this Agreement: circumstances beyond the Parties' control, such as fire, war, mobilisation or unforeseen military call up, currency restrictions, riot or unrest, lack of means of transportation, general scarcity of goods caused by any of the above circumstances. Either party is entitled to terminate this Agreement by written notice to the other party if performance of this Agreement becomes impossible within reasonable time due to one or more of the above circumstances.

6.3 A further reason for the non-execution of this Agreement would be the non-compliance with the terms specified in clause 7 of the Agreement.

## **7. Confidentiality**

7.1 The Parties shall mutually maintain the confidentiality of all information not known to the public, as well as any materials obtained under this Agreement.

7.2 This duty of secrecy covers employees and experts contributing to the execution of this Agreement.

7.3 The Parties' duty of secrecy also applies after completion of the task and after the expiry of this Agreement.

## **8. Remuneration**

8.1 The Institute's fees and expenses will be covered by the Institute through a financing agreement with the Swiss Agency for Development and Cooperation under the Project "Asset Recovery and Public Integrity in Ukraine".

8.2 The Institute maintains detailed records of expenses and work hours accumulated in the context of the execution of this Agreement.

8.3 Execution of the tasks described in this Agreement is subject to sufficient funds being available to the Institute.

8.4 The Prosecutor General's Office shall not bear the costs of supporting the activities of the Institute's experts in the framework of the implementation of this Agreement.

## **9. Amendments**

9.1 Any term of this Agreement may be amended or waived only with the written consent of the Parties.

## **10. Applicable Law**


10.1 This Agreement is based on the principle of good faith. In the event of any dispute arising from the application, interpretation, execution or alleged breach of this Agreement, the Parties agree to use their best endeavours to reach a binding resolution upon which both sides are agreed.

**11. Final Provisions**

11.1 From the moment of signing this Agreement, the Agreement on Cooperation between the Prosecutor General's Office of Ukraine and the International Centre for Asset Recovery of the Basel Institute on Governance dated 11th August 2014 and the Protocol of Cooperation between the Prosecutor General's Office of Ukraine and the Basel Institute on Governance dated the 12th November 2015 shall be terminated.


11.2 This Agreement is concluded on 02 February 2021 in two copies, one original for each Party, in English and Ukrainian, both texts being equally authentic. In case of any divergence in the interpretation of the provisions of this Agreement, the English text shall prevail.

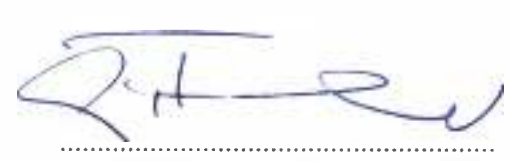
**For the Prosecutor General's Office.**

  
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**Iryna Venediktova**  
Prosecutor General (signature and name)

Kyiv, Ukraine. 02 February 2021

**For the Institute:**

  
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**Prof Mark Pieth**  
President of the Board  
Basel Institute on Governance

  
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**Gretta Fenner Zinkernagel**  
Managing Director  
Basel Institute on Governance

Basel, Swiss Confederation, 02 February 2021

Basel Institute on Governance  
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