

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SERIOUS FRAUD OFFICE OF THE UNITED KINGDOM
AND
INDEPENDENT AUTHORITY AGAINST CORRUPTION OF MONGOLIA**

Purpose of Memorandum of Understanding

1. The **Serious Fraud Office of the United Kingdom** (“SFO”) (“the Parties”) and the **Independent Authority Against Corruption of Mongolia** (“IAAC”) are committed to working together in the prevention, detection, investigation and prosecution of offences of serious or complex fraud including bribery, corruption, financial crimes and money laundering. In support of that aim, this Memorandum of Understanding (“Memorandum”) sets out the framework for effective liaison and communications between the SFO and IAAC.

Aim of Memorandum of Understanding

2. The aim of this Memorandum is to promote and assist cooperation and co-ordination between the Parties, through the exchange of information, for the prevention, detection, investigation of offences of serious or complex fraud including bribery, corruption and money laundering. Such assistance should be carried out in accordance with each of the parties’ statutory functions, acting lawfully and in the public interest.

Legal Status and Effect

3. The Parties are genuinely committed to pursuing the aim and purpose of this Memorandum in good faith and intend to act in accordance with its terms on a voluntary basis to enhance mutual cooperation and shall be in effect from the moment of the signing by the Parties.
4. Nothing in this Memorandum 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; or
 - 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's status and powers derive from the Criminal Justice Act 1987 (CJA 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 which include offences of bribery and corruption and related money laundering.
6. In considering whether to take on an investigation, the Director of the SFO considers:
 - a) Whether the matter undermines the commercial interests of the UK in general and in the City of London in particular;
 - b) Whether the actual or potential loss involved is high;
 - c) Whether actual or potential harm caused is significant;
 - d) Whether there is a very significant public interest element, and
 - e) Whether there is a new species of fraud.
7. The Independent Authority Against Corruption of Mongolia is a special, independent government organisation mandated to carry out functions to conduct prevention and public awareness of corruption and detection through undercover operations, inquiry and investigation of corruption crimes, and inspection and analysis of income and assets declarations of persons, specified in the Anti-Corruption Law of Mongolia.

The IAAC conducts detection and investigation of corruption crimes specified in Chapter 22 "Corruption crimes" and other types of crimes specified in the Special part of the Criminal code of Mongolia, effective of 1 July, 2017.

Information Sharing and Permitted Uses of Information

8. 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 and prosecuted.
9. The SFO may provide information to the IAAC pursuant to the United Nation's Convention Against Corruption and section 3(5) of the CJA 1987.
10. Depending on (i) how such information was obtained and (ii) the use to which the information will be put by the receiving party, the SFO as 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.
11. 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 Memorandum.
12. The IAAC may provide information to the SFO pursuant to the United Nation's Convention Against Corruption and sub-article 18.4.17 of article 18 "...the Independent Authority Against Corruption shall establish cooperation and exchange information with foreign and international organisations to combat corruption", sub-article 23.1.2 of article 23 "...the General Director of the Independent Authority Against Corruption shall represent the Authority in foreign and domestic relations" and sub-article 23.1.3 of article 23 "...the Independent Authority Against Corruption shall cooperate with foreign special agencies and authorities on the basis of principles of equality, mutual respect and non-interference in internal affairs" of the Anti-Corruption Law of Mongolia,
13. Exchange of information, under this Memorandum and in accordance with the laws applicable to the disclosing party, may take place on the initiative of the disclosing party, as well as in response to a request from the requesting party.

14. Neither party will disclose information supplied by the other to any outside organisation unless:

- a) Permitted by law, in which case the receiving party will always 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.

15. The disclosing party 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.

16. The recipient of information from the other party will:

- a) Comply at all times with data protection laws applicable to the recipient party;
- b) Keep the information secure;
- c) Only use the information for the purposes for which they have received it;
- d) Have regard to the terms of this Memorandum in relation to onward disclosure of information;
- e) Ensure that only people who have a genuine business need to see that information will have access to it;
- f) Use the information only for legal investigations and related prosecutions and ancillary proceedings;
- g) Liaise or co-operate where appropriate to avoid action that prejudices or may prejudice an investigation by another party or person;
- h) Report data losses or wrongful disclosure to the designated Single Points of Contact ("SPOC");
- i) Follow retention and destruction guidelines applicable to recipient party.

Liaison Officers

17. All information exchanged between the parties should be passed via the following individuals who are the designated SPOCs for their organisation for the purposes of this Memorandum:

<i>All enquiries</i>
SFO
Marc Brown Head of Intelligence The Serious Fraud Office 2-4 Cockspur Street, London, England, SW1Y 5BS intelligenceunit@sfo.gsi.gov.uk
IAAC
Azjargal Gavaasuren Director of Operations Department, Commissioner in charge Independent Authority Against Corruption Seoul street 41, Sukhbaatar district, Ulaanbaatar 14250, Mongolia Azjargal_g@iaac.mn

If the designated SPOC or their contact details change the Parties will inform the other Party in writing.

Freedom of Information

18. When there is a request for information from a member of the public under any applicable and 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

19. No charges will be made in relation to the supply of information by either of the parties.

Resolving problems

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

Length of Memorandum and Review Arrangements

21. This Memorandum will come into force upon signatures of the parties and will last initially for a period of 5 years. Such time period can be extended by agreement in writing of both parties.

22. The parties to agree to notify the other party in the event that legal changes affect the operation of this Memorandum.

23. Any changes to this Memorandum may be agreed in writing and shall take effect thirty days upon conclusion of such change.

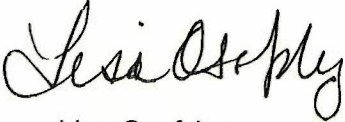

24. This Memorandum may be terminated by written notice of either party to the other party. The termination shall take effect three months from the date of acknowledgement receipt of such notification.

Transparency

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

IN WITNESS WHEREOF, the undersigned, duly authorized representative of the respective parties, have entered into this Memorandum of Understanding.

Signed on 5th December 2018

For the Serious Fraud Office	For the Independent Authority Against Corruption of Mongolia
 <p data-bbox="339 1809 512 1877">Lisa Osofsky Director</p>	 <p data-bbox="751 1809 1294 1877">Enkhjargal Khurelsukh General Director, Commissioner General</p>