

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE EURASIAN GROUP ON COMBATING MONEY
LAUNDERING AND FINANCING OF TERRORISM AND THE UNITED
NATIONS COUNTER-TERRORISM COMMITTEE EXECUTIVE
DIRECTORATE**

This Memorandum of Understanding (MoU) is hereby entered into by the Eurasian Group on Combating Money Laundering and Financing of Terrorism (hereinafter referred to as "EAG"), an intergovernmental organization, established in 2004 by Belarus, China, Kazakhstan, Kyrgyzstan, the Russian Federation and Tajikistan and subsequently joined by India, Turkmenistan and Uzbekistan, and located at 31/1 Staromonetniy side str., Moscow, 119017, Russian Federation (hereinafter referred to as "EAG"), and the United Nations, an international intergovernmental organization, established by its Member States pursuant to the Charter of the United Nations signed in San Francisco on 26 June 1945 and having its Headquarters in New York, New York 10017, USA (hereinafter referred to as the "United Nations" or the "UN"), represented by the Executive Directorate of the Counter-Terrorism Committee (hereinafter referred to as "CTED") (jointly designated as the "Parties").

The MoU establishes a strategic framework for partnership between the Parties with respect to countering the financing of terrorism in the EAG member States, based on the following considerations:

1. *Recognizing* that terrorism remains one of the serious threats to international peace and security and considering that the international community has opted, beyond all military strategy and for the past decade, for a legal and institutional mechanism aimed at monitoring resources used for the financing of terrorist activities, including:
 - a. Deterrence – aimed at disrupting and dismantling terrorist organizations by depriving them of all financial inflows;
 - b. Prevention – aimed at preventing terrorists from coming together, transferring and utilizing such funds;
 - c. Enforcement – consisting in both pecuniary (freezing, seizure and confiscation) as well as penal sanctions;
2. *Conscious* of the risk of terrorism and its financing in the world, and also considering the possible connection between money laundering, illicit drug and arms trafficking, transnational organized crime and international terrorism;
3. *Considering* that the EAG member States have resolutely committed themselves to fighting against the financing of terrorism, as evidenced in particular by the signing in Moscow on June 16, 2011 of the Eurasian Group on Combating Money Laundering and Financing of Terrorism Agreement (EAG Agreement), which defined the EAG's status as an intergovernmental organization functioning on the basis of equal participation of member states in its activities; EAG's effort at ensuring integration of the EAG member States into the international system of anti-money laundering and counter-terrorist

financing in line with the Financial Action Task Force (FATF) recommendations and AML/CFT standards of other relevant international organizations; as well as the provision of technical assistance to promote and sustain the establishment of effective systems against the financing of terrorism in the Eurasian region;

4. *Recognizing* the progress made by EAG member States in recent years in developing and implementing national strategies on money laundering and countering the financing of terrorism as well as the provision of information on their current needs in terms of technical assistance and training;
5. *Considering* that the mandate of CTED provides for monitoring and promoting the implementation of the United Nations Security Council (UNSC) resolution 1373 (2001), maintaining dialogue with UN Member States concerning the prohibition of incitement to commit terrorist acts and the promotion of dialogue among civilizations, with regard to UNSC resolution 1624 (2005) as well as advising on the development of comprehensive and integrated national counter-terrorism strategies and the mechanisms to implement them as mandated by UNSC resolution 1963 (2011) and facilitating technical assistance to UN Member States in order to enhance their capacity to fight against terrorism;
6. *Noting* the long standing cooperation between the Parties, particularly in respect of CTED's role in monitoring the implementation of UNSC resolution 1373 (2001) in EAG member States since 2006, EAG's involvement in assessment missions conducted by CTED on behalf of the UNSC Counter-Terrorism Committee, as well as CTED's active participation in programmes organized by EAG; and
7. *Considering* the desire of the Parties to create stronger synergies to enable them to provide more assistance to EAG member States, the Parties hereby wish to sign this MoU in accordance with following:

Article 1: Objective

8. The objective of this MoU is to strengthen cooperation between the Parties in the coordination of complementary activities relating to their respective mandates.
9. Actions taken in furtherance of this MoU shall be in conformity with the objectives of the EAG Agreement and the CTED's regional initiatives. Cooperation shall focus on further strengthening the capacity of EAG member States to implement FATF recommendations and the relevant mandate of CTED in the area of countering the financing of terrorism.

Article 2: Priorities

10. The Parties seek to build cooperation for the effective implementation of all relevant conventions and resolutions applicable to the Parties against the financing of terrorism with a view to promote the rule of law and strengthening the peace and security in the Eurasian region and guided by the following principles:
 - a. Regional, sub-regional and national ownership of policies and programmes promoting the rule of law;

- b. Capacity building programmes aimed at countering the financing of terrorism that should be result-oriented and developed on a transparent relationship between the Parties;
- c. Domestication of mechanisms and measures designed to fight against the financing of terrorism in national strategies adopted by EAG member States.

Article 3: General Areas of Cooperation

- 11. The Parties hereby agree to cooperate on regional and national programmes and projects which form part of the development priorities of EAG member States. Such activities, including those set forth in paragraph 12 below, shall be the subject of separate specific agreements between the Parties.
- 12. Pursuant to their respective mandates, the Parties shall explore the possibility of establishing effective cooperation and focus their partnership on the following areas:
 - a. Sensitization of civil society to the threat of terrorism financing and its impact on development, security, peace and political stability in the region;
 - b. Supporting EAG member States to domesticate relevant UN and other regional legal instruments relating to the financing of terrorism;
 - c. Strengthening the operational capacity of key stakeholders involved in the fight against the financing of terrorism in various sectors, including the financial intelligence units, judicial authorities, investigating and law enforcement authorities, and the Inter-ministerial Committees responsible for the coordination of the fight against the financing of terrorism at the national level;
 - d. Strengthening capacity on tracking terrorism-related assets, implementing effective mechanisms and measures for responding to international freezing requests and freezing requests prompted by national designation, as well as establishing appropriate due process measures and mechanisms to review actions;
 - e. Supporting CTED in carrying out its functions related to monitoring of EAG member States with regard to the implementation of UNSC resolutions 1373 (2001) and 1624 (2005), and other initiatives;
 - f. Supporting study and research projects on terrorism and its financing in the Eurasian region;
 - g. Other areas of mutual cooperation identified and accepted by Parties as and when necessary. Areas of interest so agreed upon shall be put into writing, the terms of which shall be incorporated into this MoU.

Article 4: Cooperation Activities

- 13. The cooperation between the Parties shall assume various forms, such as:
 - a. Joint implementation of specific activities;

- b. Sharing of expertise during training sessions;
- c. Joint financing of programmes and activities;
- d. Exchange of information on relevant issues, as referred to in Article 7 below;
- e. Various elements of technical support for the organization of programmes or projects in the Eurasian region.
- f. Exchange of information between experts of the Parties in the sphere of freezing, seizure and confiscation of funds derived from criminal acts.

Article 5: Cooperation Modalities

14. The Parties shall, pursuant to this MoU, consult each other on specific activities/projects and on a need basis, prepare a project proposal specifying the type of project, its objective and target, its duration, cost, performance indicators, expected outcome, as well as the specific role and contribution of each Party. The implementation of such projects shall be subject to the conclusion of separate agreements between the Parties, pursuant to paragraph 11 of Article 3 above.

Article 6: Review of Progress

15. To ensure the smooth implementation of this MoU, representatives of the Parties may meet from time to time during the period of the EAG Plenary meetings or at other times as mutually agreed upon by the Parties, in order to review the progress on cooperation, and assess difficulties or constraints with a view to making recommendations on improving cooperation between the Parties and coordination of activities, as well as exploring new areas of mutual interest.
16. The representatives shall keep their respective institutions informed and maintain close contact with all stakeholders concerned, including relevant national authorities and donor organizations.

Article 7: Exchange of Information

17. The Parties hereby acknowledge that flexibility and transparency are key factors for the success of any partnership and agree to develop mechanisms for the exchange of information on all projects/activities that could be of interest to either or both Parties relating to the fight against terrorism and its financing in the Eurasian region.

Article 8: Designation of Contact Person

18. To achieve the objectives of this partnership, each Party shall designate a contact person who shall be responsible for the coordination of the implementation of this MoU.

Article 9: External Support

19. Subject to and in accordance with the rules and policies applicable to each Party, both Parties may, based on prior written agreement, jointly solicit support from the relevant donor community as well as other international and regional partners to implement joint programs and activities.

Article 10: Relationship Between the Parties

20. The Parties hereby acknowledge and agree that EAG is an entity separate and distinct from the United Nations and that it shall not be considered, for any purposes whatsoever, as having a legal status connected with or dependent upon the United Nations. The personnel, agents or contractors of EAG shall not be considered in any respect or for any purposes whatsoever as being the employees or agents of the United Nations, nor shall any personnel, representatives or other affiliates of the United Nations be considered, for any purposes whatsoever, as being employees or agents of EAG.
21. The Parties acknowledge and agree that the collaboration between them under this MoU is on a non-exclusive basis.
22. Unless otherwise expressly agreed by the Parties in writing, including in the agreements referred to in Article 5 hereof, each Party shall bear its own costs arising from the implementation of this MoU.

Article 11: Use of the UN Name and Emblem

23. Any use of the United Nations name, including any abbreviation thereof, and the UN emblem by EAG in connection with the cooperation under this MoU shall be subject to the prior written approval of the United Nations. In no event will authorization be granted for commercial purposes or for use in any manner that suggests an endorsement by the UN, including CTED, of EAG's activities, products or services.

Article 12: Absence of financial obligations

24. The Parties acknowledge that while this MoU sets out the framework of collaboration between the Parties with respect to countering the financing of terrorism, nothing in herein gives rise to financial obligations upon either Party unless otherwise expressly agreed in project specific agreements between the Parties.

Article 13: Settlement of Disputes

25. Amicable Settlement: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of this MoU or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement, it should be through consultations and negotiations. Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations or EAG, including their respective subsidiary organs.

Article 14: Amendment or termination of the MoU

26. Any amendment to this MoU or any additional attachment hereto, shall be effected by mutual agreement of the Parties in writing.

Article 15: Duration of the MoU

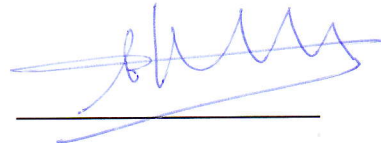
27. The duration of this MoU shall be initially for a period of three years commencing from the date of its signature by both Parties, unless terminated earlier by either Party upon one-month notice in writing to the other Party. Thereafter the MoU shall be renewed automatically for further periods of three years at a time unless terminated earlier by either Party upon one-month notice in writing to the other Party. The parties shall review the implementation of this MoU no later than six months to the expiry of the first three year term and subsequently as mutually agreed upon by the Parties.”

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

For EAG

For the UN CTED

Signature



Name/Title

Mr. Y. A. Chikhanchin

Mr. Jean-Paul Laborde

EAG Chairman

CTED Executive Director

Date

.....15/12/2016.....

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