**AGREEMENT**

**on the transfer and use of a copy of the information database**

**"OPEN REGISTER OF DOMESTIC POLITICALLY EXPOSED PERSONS OF UKRAINE"**

Sarajevo, 21. Match 2018

NGO Anti-Corruption Action Centre, register number 38238280 (hereinafter referred to as “the Owner of Information Database” or “the Owner”) represented by the Executive Director Daria Kaleniuk, acting on the basis of the Statute, on the one hand, and Journalism Development Network, Inc. d/b/a Organized Crime and Corruption Reporting Project (hereinafter "the User"), represented by the \_\_\_\_\_\_\_\_\_\_\_\_\_ acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the other hand (hereinafter referred to separately as a Party or jointly as the Parties), entered into this Agreement as follows.

**Article 1. DEFINITIONS**

1. **Information Database "OPEN REGISTER OF DOMESTIC POLITICALLY EXPOSED PERSONS OF UKRAINE"** (hereinafter **“the Information Database”**) is information database which contains information on individuals that fall under the definition of "National Public Figure of Ukraine” enshrined by the Law of Ukraine "On Prevention of Legalization (Laundering) of Proceeds of Crime, Terrorist Financing and Financing of Proliferation of Weapons of Mass Destruction" and definition of “Political Exposed Person” under FATF`s Recommendation 12. The information database is placed on the site [www.pep.org.ua](https://translate.google.com/translate?hl=uk&prev=_t&sl=uk&tl=en&u=http://www.pep.org.ua), which is owned and administered by the Owner.
2. **Website** [**www.pep.org.ua**](https://translate.google.com/translate?hl=uk&prev=_t&sl=uk&tl=en&u=http://www.pep.org.ua) (hereinafter **“the Website”**) is site owned and administered by the Owner.
3. **Contact e-mail address** is [dkaleniuk@antac.org.ua](mailto:dkaleniuk@antac.org.ua) for the Owner, and [data@occrp.org](mailto:data@occrp.org) for the User.
4. **Copy of the information database** (hereinafter “**the Copy**”) is all information held in the Information Database on a certain calendar date, in the format “xml” or “json”. The status of the Copy determined by this Agreement belongs to all Copies received by the User.

**Article 2.** **SCOPE OF THE AGREEMENT**

1. The Owner of the Information Database grants the User a Copy of the information database without charge, and the User accepts it for use in following activities: identifying national public figures (political exposed persons) their family members and related persons under the definition of "National Public Figure of Ukraine” enshrined by the Law of Ukraine "On Prevention of Legalization (Laundering) of Proceeds of Crime, Terrorist Financing and Financing of Proliferation of Weapons of Mass Destruction" and FATF`s Recommendation 12; for the purpose of obtaining data allowing the establishment of the ultimate beneficiary owner (controller); for the purpose of compulsory and internal financial monitoring/
2. The Copy is transferred on the basis of this Agreement (signed by the authorized persons) in paper or electronic form (sent from the contact e-mail address), signed by the manager or authorized person.
3. After signing this Agreement, the Owner of the information database within 10 (ten) business days creates for the User an individual account on the Website and provides the User with the login and password for the account by sending the information to the contact e-mail address.
4. The Copy is transferred once the User enters the individual account under the following links:

[https://pep.org.ua/opendata/persons/xml](https://translate.google.com/translate?hl=uk&prev=_t&sl=uk&tl=en&u=https://pep.org.ua/opendata/persons/xml) or [https://pep.org.ua/opendata/persons/json](https://translate.google.com/translate?hl=uk&prev=_t&sl=uk&tl=en&u=https://pep.org.ua/opendata/persons/json) and independently downloads an automatically generated Copy of the Database in ”xml” or “json” format.

**Article 3.** **RIGHTS AND OBLIGATIONS OF THE OWNER**

1. The Owner has the right to refuse the User in the transfer of the Copy in a case of violation of this Agreement by the User.
2. The Owner has the right to demand the User immediately cease the use of the Copy in case of violation of the Agreement by the User.
3. The Owner has the right to provide recommendations to the authorized persons of the User regarding the use of the Information Database in the manner established by Agreement by mutual consent of the Parties.
4. The Owner has the right to requests feedback for optimizing the work of the Information Database from the User.

**Article 4. RIGHTS AND OBLIGATIONS** **OF THE USER**

1. The User has the right to receive the Copy and use it in accordance with the terms of this Agreement.
2. The User has the right to provide to the Owner of the Information Database recommendations for optimizing the work of the Information Database, the Website, as well as provide up-to-date, verified information that may be included in the Information Database.
3. The User has the right to update (actualize) the Copy in the manner specified in clause 5 Article 2 of the Agreement.
4. The User has the right to notify the Owner of the errors in the Copy or the Information Database in order to correct them (factual errors, spelling mistakes in the surname, name, patronymic, etc.) by contact email.
5. The User will not disseminate the Copy to any third party, nor will use it for profit purposes without the prior written consent of the Owner.
6. The User will not offer any direct sale of the Copy to any third party.

**Article 5.** **CONFIDENTIALITY**

1. The information and/or documents acquired during the execution of this Agreement are confidential, and they shall be protected at least by the same confidentiality level as own information of each Party by the national legislation of the Party.

**Article 6.** **TERM OF AGREEMENT**

1. This Agreement is concluded under the laws of Ukraine for an indefinite period of time and shall enter into force on the date of its signature by the Parties.
2. This Agreement may be terminated at any time by either Party by giving a written notification to the other Party of its intention to terminate this Agreement at least three (3) days prior to the intended date of termination.
3. The terms and conditions of this Agreement concerning confidentiality of information received prior to the termination of this Agreement shall remain in effect after the termination of this Agreement.

**Article 7. DISPUTE RESOLUTION**

1. All disputes concerning interpretation or application of provisions of this Agreement shall be solved by negotiations between the Parties. If it is impossible to reach mutual understanding, in accordance with the procedure provided for by the laws of Ukraine.
2. For non-fulfilment or inadequate fulfilment of obligations under the Contract, the Parties shall bear responsibility in accordance with the laws of Ukraine and the terms of this Agreement.
3. The Owner is responsible for the accuracy of the information available in the Information Database. The Owner undertakes all measures necessary to provide the completeness and relevance of information in the Copy of the Information Database. The Owner is not liable in the event of the use the Copy of the Information Database for purposes inconsistent with the purposes of this Agreement or use in violation of the national legislation of the Parties or for the purpose of profit.
4. The Parties shall be released from liability for non-compliance with the provisions of this Agreement if the non-compliance was caused by force majeure circumstances which the Party could neither foresee nor prevent.

**Article 8. MISCELLANEOUS**

1. Any amendments to the terms of the Agreement can be made by the Parties by mutual agreement.
2. The Annexes and additional agreements to the Agreement are an integral part thereof.
3. The Agreement is written in English in two authentic copies.

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| **The Owner of the information database:**  NGO Anti-corruption Action Centre  Postal address: 01001 Kyiv, p/o box № 438  Phone: +38 099 711 84 99  E-mail: [dkaleniuk@antac.org.ua](mailto:dkaleniuk@antac.org.ua)    \_\_\_\_\_\_\_\_\_\_\_\_ /Daria Kaleniuk  Executive Director | **User:**  Organized Crime and Corruption  Reporting Project  Dolina 11, 71000 Sarajevo, BiH  E-Mail: data@occrp.org |