



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INTERNATIONAL ANTI-CORRUPTION ACADEMY
AND
THE INTERNATIONAL OMBUDSMAN INSTITUTE**

The International Anti-Corruption Academy (hereinafter referred to as “the Academy”), and the International Ombudsman Institute (hereinafter referred to as “I.O.I.”), collectively referred to as “the Parties”, are entering into this Memorandum of Understanding for the purpose of jointly fostering the prevention of and the fight against corruption and developing cooperation in the anti-corruption field;

Concerned by the seriousness of threats posed by corruption to the security and stability of societies, undermining the institutions and values of democracy, ethical values and justice, and jeopardizing sustainable development, social and economic prosperity and the rule of law;

Recalling the numerous international conventions, instruments and mechanisms on promoting good governance and the fight against corruption, especially the United Nations Convention against Corruption (UNCAC);

Reiterating the need to ensure transparency, accessibility, accountability, legitimacy, impartiality and integrity in all systems created for the anti-corruption work;

Promoting the respect for the rule of law and human rights in all anti-corruption activities;

Convinced that a comprehensive and multidisciplinary approach is required to prevent and combat corruption effectively;

Recognizing the importance of joint efforts at the global and regional levels in support of the UNCAC and other relevant international and regional instruments;

Noting that a lack of expertise and capacity are major obstacles in the fight against corruption and the rule of law;

Recognizing the importance of the ombudsman institutions in monitoring and controlling public administration and contributing to its improvement by, inter alia, promoting greater accountability and transparency while safeguarding human rights and the rule of law;

Acknowledging the efforts of the Academy, an international organization with its seat in Laxenburg, Austria, originally a joint initiative by the United Nations Office on Drugs and Crime (UNODC), the Republic of Austria, the European Anti-Fraud Office (OLAF) and other stakeholders, and now a pioneering institution with an ever-growing membership consisting of UN Member States and International Organizations from all regions of the globe, that aims to overcome current shortcomings in knowledge and practice in the field of anti-corruption; **noting** in this respect, that in pursuing this aim the Academy will function as an independent centre of excellence in the field of anti-corruption education, training, networking, cooperation and academic research, following a holistic approach which is international, inter-sectorial, inter-disciplinary, integrative and sustainable;

Acknowledging the significant role and efforts of the I.O.I, a global, independent, non-political organization, in promoting the concept of ombudsmanship and fostering cooperation among ombudsman institutions worldwide through, inter alia, the promotion of knowledge and experience transfer, the support of research, the encouragement of the professional development of its members, and the development and operation of capacity-building programmes in this respect; **taking into consideration** that in pursuing these objectives the I.O.I. is fully committed to the principles of the rule of law, the respect of human rights and fundamental freedoms, accountability and open access to justice;

Sharing common goals with regard to the delivery of technical assistance for capacity-building, a crucial element of the fight against corruption, and a key component of the UNCAC and the promotion of the rule of law;

Noting that research and training are important components of such assistance and capacity-building;

ON THE BASIS OF mutual respect and mutual benefit the Parties intend, as appropriate, on a voluntary basis, to cooperate closely and therefore share the following understanding:

ARTICLE I

Scope

1. This Memorandum of Understanding creates the framework of cooperation between the Parties and sets out their intended role and participation.
2. Each Party shall implement this Memorandum of Understanding within the scope of its mandate and in accordance with its own policy framework, legislation, rules and procedures. There is no intention under this Memorandum of Understanding to modify or create any obligations contrary to the institutional and policy framework of either Party or the scope of either's respective mandate. In the event there is an inconsistency between this Memorandum and the relevant framework, the latter shall govern.

ARTICLE II

Forms of Cooperation

1. Within the framework of this Memorandum of Understanding, the Parties will cooperate to support and promote their common objectives in good faith and on the basis of equality. The forms of cooperation, under this Memorandum of Understanding, may include support and/or joint activities in the areas of technical assistance, training and education, such as:
 - (a) undertaking joint projects and activities with a view to prevent and combat corruption in a comprehensive way; this may include providing education, training and research activities for anti-corruption stakeholders through joint courses and events, and through the development and implementation of technical programmes, curricula and course materials on anti-corruption;
 - (b) undertaking joint efforts to foster and promote capacity and institution building programmes in the anti-corruption field;
 - (c) any other form of assistance mutually agreed in writing by the Parties.
2. The Parties shall respect each other's sphere of competence and policy framework as well as the regulations, rules and procedures applicable to each Party.

ARTICLE III

Financial Support

This Memorandum of Understanding does not create or imply any obligations of a financial nature for the Parties. Any commitment undertaken by the Academy or the I.O.I. within the scope of the present Memorandum of Understanding will be subject to the availability of resources. Each Party will bear its own costs and expenses incurred in the implementation of this Memorandum of Understanding, unless otherwise agreed to by the Parties in writing.

ARTICLE IV

Consultation and Exchange of Information

1. The Parties will, on a voluntary basis, exchange anti-corruption information as well as information on relevant activities which are organized by each of the Parties and could be of a common interest concerning their cooperation under this Memorandum of Understanding.

2. The Parties will, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under this Memorandum of Understanding, to identify possible priority areas for cooperation, and to plan future activities.

ARTICLE V

Modifications

This Memorandum of Understanding may be modified only with the written consent of the Parties. Upon request by either Party, consultations may be held in case the need for amendment of this Memorandum occurs. Any such amendments will come into effect upon the signature of the representatives of the two Parties.

ARTICLE VI

Entry into Effect

This Memorandum will come into effect upon its signature by both Parties. It will remain in effect for subsequent three-year terms, after which it will be tacitly renewed for further periods of three years under the same terms and conditions.

ARTICLE VII

Privileges and Immunities

The cooperation under this Memorandum is non-exclusive. Nothing contained in this Memorandum of Understanding shall be deemed a waiver of the privileges and immunities enjoyed by either Party.

ARTICLE VIII

Settlement of Disputes

Any dispute concerning the interpretation or application of this Memorandum of Understanding shall be settled by consultations or another mode of settlement agreed on between the Parties.

ARTICLE IX

Cancellation

1. Either Party may cancel this Memorandum of Understanding by giving written notification to the other Party. Such cancellation will become effective three months after the receipt of such notification by the other Party in writing. Upon such notice, the Parties will agree upon measures for the orderly conclusion of ongoing activities.
2. The Parties may jointly cancel this Memorandum of Understanding at any time by written agreement.

ARTICLE X

Use of the Names and Emblems of the Parties

Any use of the name, including its acronym, emblem or official seal of either Party (the "requested Party") in connection with the cooperation hereunder will be subject to the prior written agreement of the requested Party. In no event will authorization be granted for commercial purposes. The Parties hold sole ownership over the course materials, publications and other such documentation which they produce respectively under this Memorandum, unless otherwise agreed to by them. The use of the above stated documentation, in joint efforts, will not infringe upon the sole ownership rights of the Parties.

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

DONE in duplicate in Vienna on this thirtieth day of November in the year two thousand and twelve in the English language.

For the International Anti-Corruption
Academy



Martin Kreutner
Chair, International Transition Team

For the International Ombudsman
Institute



Peter Kostelka
Secretary General