



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ORGANIZATION OF AMERICAN STATES
AND
THE INTERNATIONAL ANTI-CORRUPTION ACADEMY**



Organization of
American States



INTERNATIONAL
ANTI-CORRUPTION
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The General Secretariat of the Organization of American States (hereinafter referred to as "GS/OAS") and the International Anti-Corruption Academy (hereinafter referred to as "IACA"), collectively referred to as "the Parties", are entering into this Memorandum of Understanding (hereinafter referred to as "MoU") for the purpose of jointly fostering the prevention of and the fight against corruption,

CONCERNED about 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 economic prosperity and the rule of law;

RECALLING the numerous conventions, instruments and mechanisms at international and regional level related to the fight against corruption, especially the United Nations Convention against Corruption (UNCAC), the Inter-American Convention against Corruption (IACAC), and the Mechanism for Follow-Up on the Implementation of the Inter-American Convention against Corruption (MESICIC);

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

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

BEING AWARE that preventing and combating corruption, which often is transnational in nature, can be substantially enhanced by international co-operation through sharing knowledge and expertise;

CONVINCED that in order to facilitate cooperation as well as the effective implementation of commitments undertaken in the anti-corruption field, the Parties should join forces and strive to make best use of all comparative advantages and mechanisms they dispose;

NOTING that a primary impediment for the effective prevention and combat against corruption is often a lack of expertise and capacity;

NOTING also that effective training and research programmes are essential to the efforts of countries and other entities to redress the worst effects of corruption;

DESIRING to explore, develop and strengthen co-operation in the field of anti-corruption training and research;

ACKNOWLEDGING the efforts by the United Nations Office for Drugs and Crime (UNODC), the Republic of Austria, the European Anti-Fraud Office (OLAF) and by a growing family of other international stakeholders that led to the establishment of the first International Anti-Corruption Academy in Laxenburg, Austria, which shall function as an international, inter-cultural, inter-sectorial and inter-disciplinary centre of excellence in the fields of anti-corruption education, training, cooperation and academic research;

ACKNOWLEDGING also the efforts of the Organization of American States ("OAS") in the anti-corruption field, namely its support to the Mechanism for Follow-Up on the Implementation of the Inter-American Convention against Corruption, which has been functioning since 2002, and whose results are reflected in the culmination of two rounds of review in which concrete recommendations have been formulated to the States Parties for improving the legal and institutional instruments that tackle corruption, as well as those addressed in the third round of review that will conclude in 2011;

WELCOMING the achievements of the 3rd Conference of the States Parties to the UNCAC in Doha, Qatar, in November 2009, in particular the adoption of a review mechanism, whose future experts might be trained at IACA;

DETERMINED to create a strong partnership that will enhance the sharing of anti-corruption knowledge and expertise between the Parties and other stakeholders;

MINDFUL that the GS/OAS is the central and permanent organ of the OAS and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the OAS Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71);

On the basis of mutual respect, equality and mutual benefit the Parties intend, as appropriate and within the scope of their mandates to cooperate closely and consult with each other on a regular basis and, therefore, agree on the following:

ARTICLE I

To undertake joint activities with a view to prevent and combat corruption within the sphere of their competence; this may include training and research activities for anti-corruption stakeholders, through, inter alia, (joint) courses, seminars, events and conferences. The Parties will in addition engage into joint efforts to foster and promote institutional and capacity building programmes as well as networking activities between anti-corruption stakeholders.

ARTICLE II

On a voluntary basis, to exchange anti-corruption information and related resources; this may include, inter alia, training and research achievements and publications. For this purpose, the GS/OAS will also share with IACA, inter alia, pertinent information regarding the review process such as the responses to the questionnaires of the States Parties, the documents submitted by civil society organizations, the country, hemispheric and annual progress reports and the national plans of action for the implementation of the recommendations by the MESICIC Committee of Experts. The Parties will also inform each other of anti-corruption activities to be organized which may be of common interest.

ARTICLE III

To promote anti-corruption research and training activities, exchange personnel, consider and discuss ways with a view to enhance international cooperation in the areas of promoting good governance and preventing and combating corruption, e.g providing for a forum in which ideas and further studies are discussed. For that purpose, the IACA will be also willing to make training opportunities available to the country experts of the MESICIC Committee of Experts.

ARTICLE IV

To meet periodically to identify possible priority areas for cooperation that present common strategic or operational objectives as well as to evaluate proposals for additional joint projects or other activities, and to discuss other issues related to joint cooperation and the implementation of this MoU. The Parties may convene ad hoc meetings whenever it is deemed necessary.

ARTICLE V

To designate points of contact to further communication between the Parties in order to facilitate the definition, follow-up and evaluation of cooperation activities undertaken pursuant to this MoU:

5.1. The contact point of GS/OAS is:

Mr. Jorge Garcia-Gonzalez
Director, Department of Legal Cooperation
Secretariat for Legal Affairs
1889 F Street, N.W. ADM-221
Washington, D.C. 20006
United States of America
Tel: + (202) 458 3040
Fax: + (202) 458 3598
E-mail: JGarciaG@oas.org

5.2. The point of contact for the IACA is:

Ms. Despina Touratzof
IACA Legal Department
Münchendorferstrasse 2
A-2361 Laxenburg, Austria
Tel: + (43 1) 26060 4720
Email: mail@iaca-info.org

ARTICLE VI

All communication and notifications under this MoU will be validly made only if sent by mail, facsimile or e-mail and if addressed to the Parties' institutional points of contact. Each Party may change its point of contact by giving written notice to the other Party.

ARTICLE VII

This MoU does not create or imply any obligations of a financial nature for the Parties. Any commitment undertaken by IACA or GS/OAS within the scope of the present MoU will be subject to availability of resources. If necessary, the Parties will agree on specific financial and technical arrangements with regard to the individual areas of collaboration.

ARTICLE VIII

The cooperation under the present MoU is non-exclusive. The activities carried out on the basis of this MoU shall be without prejudice to the privileges and immunities reserved for each Party and these may be invoked at any time. The Parties hold sole ownership over the course materials, publications and other such documentation which they produce, respectively under this MoU, 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.

ARTICLE IX

There is no intention under this MoU to modify or create any obligations contrary to the institutional and policy framework of either Party or the scope of their respective mandates. In the event that there is an inconsistency between this MoU and a Party's framework the latter shall prevail.

ARTICLE X

Nothing in this MoU constitutes an explicit or implied waiver of the privileges and immunities of either Party, its personnel and its assets, in accordance with the OAS Charter, the IACA Agreement, relevant agreements and pursuant to general principles and practices of international law.

ARTICLE XI

Any dispute that arises in connection with the application or interpretation of this MoU or of any supplementary agreement or arrangement related to it shall be resolved by direct negotiation between the Parties. If the Parties are unable to reach a mutually satisfactory solution, they shall submit the matter to a mutually agreed upon procedure of arbitration, which decision shall be final and binding upon the Parties.

ARTICLE XII

Upon request of either Party, consultations may be held in case the need for an amendment of the present MoU occurs. Any such amendments will come into effect on the date of their signature by the representatives of the Parties and have the same duration as provided for in paragraph 13, or as otherwise agreed to by the Parties.

ARTICLE XIII

This MoU will enter into force upon its signature by the Secretary General of the OAS and the Chair of the Steering Committee of the IACA. It will remain in force indefinitely until terminated in accordance with the following Article 14.

ARTICLE XIV

The Parties acting by mutual consent may terminate the implementation of this MoU at anytime. Each Party has the right to terminate this MoU by giving a sixty days' written notice to the other Party. If the MoU is terminated unilaterally by either Party, steps should be taken to ensure that the termination does not affect any project or activity already in progress.

ARTICLE XV

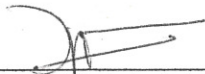
Nothing in this MoU will require either Party to furnish to the other any material, data and information which is considered to be confidential.

IN WITNESS WHEREOF, the undersigned, the authorized representatives of the respective Parties, have signed this MoU.

DONE in duplicate in Brasilia, Brazil on this ninth day of December two thousand and ten in English language.

**FOR THE GENERAL SECRETARIAT OF
THE ORGANIZATION OF AMERICAN
STATES**

**FOR THE INTERNATIONAL
ANTI-CORRUPTION ACADEMY**




Jean Michel Arrighi
Secretary for Legal Affairs



Martin Kreutner
Chair of the Steering Committee

WITNESS OF HONOR



Jorge Hage Sobrinho
Minister of State
Office of the Comptroller General
Federative Republic of Brazil