



INTERNATIONAL
ANTI-CORRUPTION
ACADEMY



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL ANTI-CORRUPTION ACADEMY

AND

THE ACADEMY OF PUBLIC ADMINISTRATION UNDER THE PRESIDENT OF THE
REPUBLIC OF MOLDOVA

The International Anti-Corruption Academy (hereinafter referred to as “the Academy”), and the Academy of Public Administration under the President of the Republic of Moldova (hereinafter referred to as “AAP”), collectively hereinafter referred to as “the Parties”, are entering into this Memorandum of Understanding for the purpose of 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), the Council of Europe Criminal Law Convention on Corruption and the Council of Europe Civil law Convention on Corruption;

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;

ACKNOWLEDGING the equally important and complementary functions of prevention, enforcement and education in the fight against corruption, and convinced that a comprehensive and multidisciplinary approach is required to prevent and combat corruption effectively;

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

CONVINCED that the prevention of and the fight against corruption requires the involvement of all sectors of society, including the corporate business sector, individuals, as well as civil society and non-governmental organizations;

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, which is now a pioneering institution with an ever-growing membership consisting of Member States of the United Nations and International Organizations from all corners 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;

ACKNOWLEDGING also the efforts of the AAP, a centre of excellence in the field of public administration with its seat in Chisinau, Republic of Moldova, that acts as a national centre in promoting the state policy in public administration and human resource management in public service; teaching and training, in accordance with national and international requirements and standards, the civil service personnel, elected officials and public authorities at all levels; providing scientific research in the theory and practice of public administration and methodological recommendations on public service issues;

SHARING common goals with regard to the delivery of technical assistance for capacity-building as a crucial element of the fight against corruption and a key component of the UNCAC;

NOTING that anti-corruption research, education 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 work collaboratively 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. The forms of cooperation, under this Memorandum of Understanding, may include mutual support 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, seminars, conferences, vocational internships, study visits in relation to thematic areas of common interest, 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, including in relation to higher education.
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 of them.

ARTICLE III

Financial Support

1. 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 AAP 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. If necessary, the Parties will specify and agree on the technical and financial arrangements of common actions to be undertaken in separate Agreements.
2. The Parties will inform each other, as appropriate, of relevant funding opportunities in support of the Academy or opportunities for the Academy to act as a technical assistance provider.

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 them and could be of 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 and to plan future activities.
3. The Parties acknowledge that communication between them will be conducted in the English language.

ARTICLE V

Modifications

This Memorandum of Understanding may be modified only with the written consent of the Parties. Upon request of either Party, consultations may be held in case the need for amendment of this Memorandum occurs. Any such amendments shall be arranged as separate protocols, which will form an integral part of the Memorandum and 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 one calendar year, after which it will be tacitly renewed for further periods of one calendar year 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.
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, and emblem or official seal of each Party (hereinafter 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 Chisinau, Republic of Moldova, on this eleventh day of December in the year two thousand and twelve, each one in the English and Romanian languages. In case of any doubt or divergence in interpretation, the English text and language shall prevail.

For the International Anti-Corruption
Academy

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end. To the right of the signature, the date "11/12/12" is written in a smaller, less stylized hand.

Martin Kreutner
Dean

For the Academy of Public
Administration under the
President of the Republic of
Moldova

A handwritten signature in black ink, appearing to read "V. Marina" followed by a flourish.

Vasile MARINA
Rector