



Memorandum of Understanding

between

the International Anti-Corruption Academy (IACA)

and

the Commission of Integrity of Iraq

The International Anti-Corruption Academy (hereinafter referred to as "IACA"), and the Commission of Integrity of Iraq (hereinafter referred to as "Commission of Integrity"), 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;

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

Recalling the numerous international conventions, instruments and mechanisms related to 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 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 is often transnational in nature, can be substantially enhanced by international cooperation through sharing knowledge and expertise;

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 damaging effects of corruption;

Desiring to explore, develop and strengthen cooperation in the field of anti-corruption education, training and research;

Acknowledging the efforts by the United Nations Office on 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-sectoral and inter-disciplinary centre of excellence in the fields of anti-corruption education, training, cooperation and academic research;

Welcoming the achievements of the 3rd Conference of the States Parties (CoSP) to the UNCAC in Doha, Qatar, in November 2009, in particular the adoption of a review mechanism, and favourably looking forward to the 4th CoSP, which will convene in Marrakech, Morocco, in October 2011;

Welcoming also the signature, on behalf of the Republic of Iraq, to the Agreement for the Establishment of IACA as an International Organization;

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

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

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.

ARTICLE II

The Parties will, in addition, engage in joint efforts to foster and promote institution and capacity building by developing, inter alia, educational programmes and the respective curricula.

ARTICLE III

On a voluntary basis, the Parties will exchange anti-corruption information and related resources; this may include, inter alia, training and research achievements and publications. The Parties will inform each other of anti-corruption activities which may be of common interest.

ARTICLE IV

To promote anti-corruption research and training activities, send personnel to visit each other, consider and discuss issues that arise with respect to international cooperation in the areas of preventing and combating corruption, e.g., providing for a forum in which ideas and further studies are discussed.

ARTICLE V

To meet periodically to identify possible priority areas for cooperation that present common strategic or operational objectives.

ARTICLE VI

To designate contact points to foster communication between the Parties.

ARTICLE VII

Any commitment undertaken by IACA or the Commission of Integrity within the scope of the present Memorandum of Understanding will be subject to the availability of resources.

ARTICLE VIII

The cooperation under this Memorandum of Understanding is non-exclusive. The activities carried out on the basis of this Memorandum shall be without prejudice to the privileges and immunities reserved for each Party and these may be invoked at any time.

ARTICLE IX

The Parties hold sole ownership over the course materials, publications and other such documentation which they respectively produce under this Memorandum, unless otherwise agreed to by the Parties. The use of the above-stated documentation, in joint efforts, will not infringe upon the sole ownership rights of the Parties.

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ARTICLE X

Each Party will implement this Memorandum of Understanding within the scope of its mandate and in accordance with its own institutional and policy framework, regulations, rules and procedures. In the event that there is an inconsistency between this Memorandum of Understanding and either Party's framework, the latter shall prevail.

ARTICLE XI

Upon request of either Party, consultations may be held in case the need for an amendment of the present Memorandum of Understanding occurs. Any such amendments will come into effect on the date of the signature by the authorized representatives of the Parties and have the same duration as provided for in Article (12), or otherwise agreed to by the Parties.

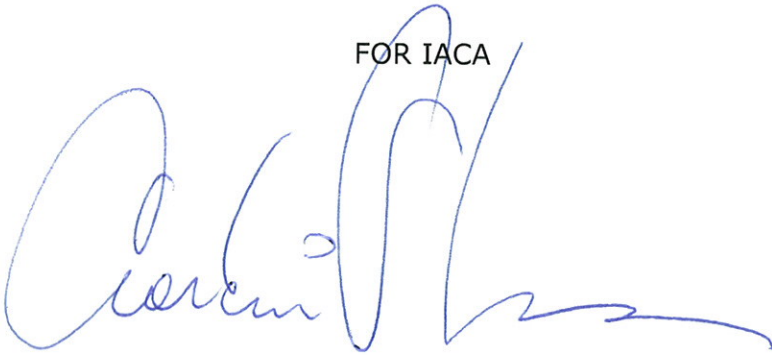
ARTICLE XII

This Memorandum of Understanding will come into effect on the day it is duly signed by the Parties. It will remain in effect for subsequent three year terms, if neither Party denounces it by giving not less than six months notice in writing to the other Party. Such termination shall become effective on the date specified in the termination notice.

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

DONE in duplicate in Laxenburg, Austria on the twenty third day of August two thousand and eleven in the English language (authentic text).

FOR IACA



Martin Kreutner
Chair, IACA International Transition
Team

FOR THE COMMISSION OF
INTEGRITY OF IRAQ



Judge
Rahem Hasen Al-Igeeli
COI Commissioner

