

MEMORANDUM CONCERNING THE ESTABLISHMENT
OF
THE INTERNATIONAL ANTI-CORRUPTION ACADEMY
IN LAXENBURG, AUSTRIA

THE UNITED NATIONS, acting through its OFFICE ON DRUGS AND CRIME (UNODC), AND

THE REPUBLIC OF AUSTRIA,

hereinafter referred to as the "Partners",

RECOGNIZING the importance of collaboration in joint efforts at the global and, regional levels in support of the United Nations Convention against Corruption (UNCAC) and any other relevant international instruments;

ACKNOWLEDGING the substantial efforts that have already been made in preparing for the establishment of the International Anti-Corruption Academy (hereinafter referred to as "the Academy");

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

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

EMPHASIZING that the Partners seek to support the Academy;

RECALLING General Assembly resolution 64/237, Economic and Social Council resolution 2009/22 and resolutions 3/2 and 3/4 of the Conference of the States Parties to the United Nations Convention against Corruption;

EMPHASIZING the global and inclusive nature of this initiative and the importance of striving for geographical diversity;

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 and training are important components of such assistance and capacity building;

WISHING to promote the common goal of establishing the Academy as soon as possible;

WELCOMING the generous offer of the Republic of Austria to host the Academy in Laxenburg;

SHARE THE FOLLOWING UNDERSTANDING:

ARTICLE I

Establishment and Status

1. The Partners intend to work collaboratively towards the establishment of the International Anti-Corruption Academy in Laxenburg, Austria, so that it will become fully operational in the shortest possible time.
2. During the establishment and initial operations of the Academy, the cooperation of the Partners relating to the Academy will be governed by the present Memorandum of Understanding. Each Partner will implement this Memorandum of Understanding in accordance with its regulations, rules, and procedures.

3. In order to underline the separate identity of the Academy from that of either Partner, the Partners will ensure that documents issued and materials produced for the Academy will give prominence to such separate identity.

4. Within the framework of this Memorandum of Understanding, the Partners will cooperate in good faith and respect each other's sphere of competence and the regulations, rules, and procedures applicable to each Partner.

ARTICLE II

Purpose and Activities of the Academy

1. The purpose of the Academy will be to serve as a centre of excellence for education, training and academic research in the field of anti-corruption, including in the area of asset recovery. The Academy will promote effective and efficient prevention and combating of corruption by providing of anti-corruption education and professional training, undertaking and facilitating research into all aspects of corruption, providing other relevant forms of technical assistance in the fight against corruption and fostering international cooperation in the fight against corruption.

2. The activities of the Academy should meet highest academic and professional standards and address the phenomenon of corruption in a comprehensive way, taking due account of recent developments in the field of corruption at global and regional levels.

ARTICLE III

Cooperation

1. The Partners will cooperate with one another and support the activities of the Association for the Establishment of the International Anti-Corruption Academy ("Friends of the Academy"), incorporated under the laws of the Republic of Austria, for the establishment and initial operations of the Academy.

2. The Partners will work together to develop and carry out projects and activities in support of the establishment and initial operations of the Academy to promote the purpose of the Academy.

ARTICLE IV

Financing and Financial Support

1. Each Partner will bear its own costs and expenses incurred in the implementation of this Memorandum of Understanding, unless otherwise agreed to by the Partners in writing.

2. No Partner will be required to provide financial support to the Academy beyond such contributions as it has or will have pledged.

3. The Partners will cooperate to generate financial support for the establishment and initial operations of the Academy.

4. The Partners will inform each other, as appropriate, of relevant funding opportunities in support of the Academy.

ARTICLE V

Consultation and Exchange of Information

1. The Partners will, on a regular basis, keep each other informed of and consult on matters of interest concerning their cooperation under this Memorandum of Understanding.

2. The Partners 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.

ARTICLE VI

Modifications

This Memorandum of Understanding may be modified only with the written consent of the Partners.

ARTICLE VII

Entry into Effect

This Memorandum of Understanding will become effective as of its signature by the Partners.

ARTICLE VIII

Cancellation

1. Either Partner may cancel this Memorandum of Understanding by written notification to the other Partner. Such cancellation will become effective three months after receipt of such notification by the other Partner.
2. Cancellation of this Memorandum of Understanding will not limit, reduce or otherwise affect each Partner's pledged contribution, if any, that has been made before the effective date of cancellation.
3. The Partners, acting unanimously, may cancel this Memorandum of Understanding at any time.

Article IX

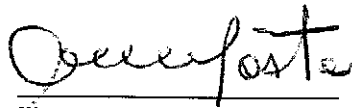
Use of the names and emblems of the Partners

Any use of the name, including its acronym, and emblem or official seal of each Partner (the "requested Partner") in connection with the cooperation hereunder will

be subject to the prior written agreement of the requested Partner. In no event will authorization be granted for commercial purposes.

IN WITNESS WHEREOF, the duly authorized representatives of the Partners affix their signatures below.

For the United Nations

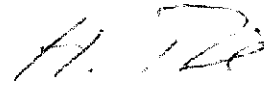


Name:

Title: ED/DC

Date: 29 Jan '10

For the Republic of Austria



Name: Helmut Beck

Title: Ambassador

Date: 29.1.2010