

Memorandum of Understanding

between

***The Ministry of Civil Service and Modernization of Administration
of the Kingdom of Morocco***

***and
the International Anti-Corruption Academy***

The Ministry of Civil Service and Modernization of Administration of the Kingdom of Morocco (hereinafter referred to as "the Ministry"), and the International Anti-Corruption Academy (hereinafter referred to as "the Academy"), collectively referred to as "the Parties";

For the purpose of jointly fostering the prevention of and the fight against corruption;

Seriously concerned about the significance of threats posed by corruption to the stability and security of societies, undermining the institutions and values of democracy, ethical values, justice and public trust, and jeopardizing sustainable development, social and economic prosperity, and the rule of law;

Concerned also about the global outreach of corruption and the significant challenges it poses for developed, emerging and developing countries alike;

Concerned furthermore about the devastating, negative effects corruption imposes on the realization of the Millennium Development Goals (MDGs);

Recalling the numerous international conventions and mechanisms on corruption, especially the United Nations Convention against Corruption (UNCAC) as well as other relevant international and regional instruments;

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

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

Reiterating also the imperative requirement that Anti-Corruption Bodies are given the necessary independence and appropriate channels of reporting, in accordance with the fundamental principles of a given legal system, so that these authorities and institutions can carry out their functions free from any undue influence;

Calling on all stakeholders to base the fight against corruption upon a four-pillar approach that is prevention, education, law enforcement and compliance, and cooperation;

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

Emphasizing that corruption is a challenge that cannot be fought successfully by governments, businesses or non-governmental organizations alone but needs stable and strong inter-sectoral cooperation and sustainable public-civic-business partnerships;

Emphasizing also the need to collaborate more closely to achieve the shift in behaviour we all seek in both the public and private sectors and as well as to recognize and support States, international and regional organizations, civil society organizations,

corporate businesses, and other stakeholders demonstrating leadership in the fight against corruption;

Encouraging States and relevant regional economic integration organizations to ratify or accede to the UNCAC;

Taking note of the initiatives and efforts made by the Kingdom of Morocco for the prevention of and the fight against corruption on strategic, institutional, legal, sectorial, regional and international levels.-

Welcoming the achievements of the 3rd Conference of the States Parties to the UNCAC held in Doha, Qatar, in November 2009, in particular the adoption of a review mechanism and *expressing the hope* that this mechanism be conducted in an effective and thorough manner in line with the current Terms of Reference of the Mechanism for the Review of Implementation of the UNCAC, by ensuring that individual reviews, under the new implementation review mechanism, are conducted in an effective and thorough manner (including country visits and the participation, in appropriate ways, of civil society and other relevant stakeholders), and endeavor to enhance the level of transparency and inclusivity;

Welcoming the achievements of the 4th Conference of the States Parties to the UNCAC, held in Marrakech, Morocco, on 24-28 October 2011 in particular the emphasis on the adoption and implementation of the review mechanism of implementation of the UNCAC and the adoption of the "Marrakech Declaration" especially its parts concerning exchange and sharing knowledge and expertise and the call for the countries to accord the UNCAC and the awareness for the private sector and non-governmental organizations on the importance for the prevention against corruption.

Welcoming the G20 Anti-Corruption Action Plan of the Seoul Summit 2010;

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 number of other international stakeholders that led to the establishment of the Academy, seated in Laxenburg, Austria, which shall function as an international, inter-cultural, inter-sectoral and inter-disciplinary technical assistance provider and centre of excellence in the fields of anti-corruption education, training, cooperation and academic research, and which is a milestone in the efforts of the international community to fight corruption by, inter alia, providing technical assistance;

Acknowledging also that more than 55 States and international organizations have signed the Agreement for the Establishment of the International Anti-Corruption Academy as an International Organization or acceded thereto at an early stage, which led to the fact that the Academy became an international organization only six months after its inauguration;

Encouraging States and international organizations, which have not joined the Academy yet, to do so and, on a general note, *inviting* States, international and regional organizations, the corporate business sector, civil society organizations, and other stakeholders to support and use the Academy to the fullest;

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

Acknowledging the importance of anti-corruption education, training, networking and cooperation as well as academic research in the prevention of and the fight against corruption;

ON THE BASIS OF mutual respect and mutual benefit the Parties intend, as appropriate, to work collaboratively on a voluntary basis and within the scope of their mandates and share the following understanding.

ARTICLE I

Scope

1. The Parties agree to co-operate on the basis of mutual respect and, as set out herein in this Memorandum of Understanding;

2. This Memorandum of Understanding creates a framework of co-operation between the Parties and sets out their intended role and participation;

3. Each Party will implement this Memorandum 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 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 prevail.

ARTICLE II

Forms of Co-operation

1. Within the framework of this Memorandum, the Parties will co-operate and work together in good faith to support and promote their joint goals. The modalities of co-operation, under this Memorandum, may include mutual support in the form of technical assistance, training, education and research, such as:

(a) Undertaking joint projects and activities with a view to prevent and combat corruption in a comprehensive, inter-disciplinary and inter-sectoral way; this may include providing education, training and research activities for anti-corruption stakeholders through joint curricula, seminars, events and conferences and through the development and implementation of common programmes, curricula and course materials on anti-corruption;

(b) Undertaking joint efforts to foster and promote capacity and institutional building programmes in the anti-corruption field;

(c) Undertaking any other form of assistance mutually agreed in writing by the Parties.

2. The Parties will strive to identify concrete initiatives for which effective and practical co-operation and coordination may be possible as a means of carrying out joint activities, including -if and where applicable- with regional focus, within the framework of this Memorandum.

3. The Parties may consult on the possible secondment of staff from one organization to the other, on agreed terms and conditions, and other administrative arrangements designed to promote administrative efficiency and effective coordination of their respective activities.

4. 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.

5. Subject to the availability of necessary financial resources, the Parties shall strive to create and may organize a specialized curriculum and practical research on the theme of integrity and anti-corruption in collaboration between the Academy and the Moroccan National School of Administration.

6. Subject to the availability of necessary financial resources, the Parties shall strive to support the participation of Moroccan and African civil servants in training courses on the theme of integrity and anti-corruption, which may be organized in collaboration between the Academy and the Moroccan National School of Administration.

7. Subject to the availability of financial resources, the Parties shall strive to organize training courses, internships and research projects with a special focus on African civil servants in coordination with specialized regional organizations.

8. The Parties shall strive to address the issue of potential mutual recognition of diplomas with the possibility to arrive in the future to an arrangement in relation to the diplomas that the Academy and the Ministry provide in the context of their educational programmes.

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 Ministry within the scope of the present Memorandum will be subject to the availability of resources. Each Party will bear its own costs and expenses incurred in the implementation of this Memorandum, 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 co-operation under this Memorandum.

2. The Parties will meet periodically, at such intervals as deemed appropriate, to identify possible priority areas for cooperation that present common strategic or operational objectives and to review the progress of activities being carried out under this Memorandum and to plan future activities.

3. The Parties will designate contact points to facilitate and further their communication.

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 will come into effect upon the signature of the representatives of the two Parties.

ARTICLE VI ***Entry into Effect***

This Memorandum of Understanding will become effective as of 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
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 VIII
Privileges and Immunities

Noting contained in the Memorandum shall be deemed a waiver of the privileges and immunities enjoyed by either Party.

ARTICLE IX
Cancellation

Either Party may cancel this Memorandum of Understanding by written notification to the other Party. Such cancellation will become effective 120 (one hundred and twenty) days after the receipt of such notification by the other Party. Upon such notice, the Parties will agree upon measures for the orderly conclusion of ongoing activities.

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 (the "requested Party") in connection with the co-operation 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.

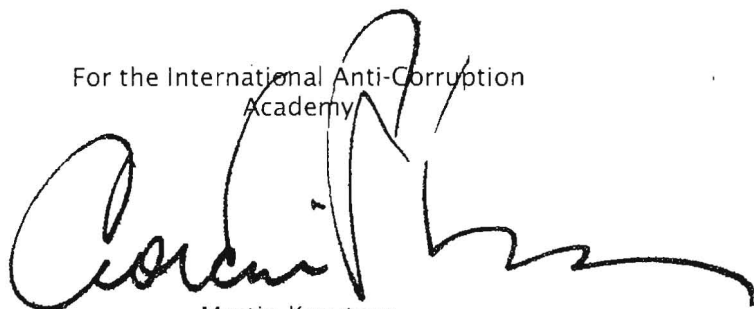
Done in duplicate in Vienna, Austria, on 30 November 2012, in the English language.

For the Ministry of Civil Service and
Modernization of Administration



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Minister Delegate to the Head of
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For the International Anti-Corruption
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