



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE INTERNATIONAL ANTI-CORRUPTION ACADEMY  
AND  
THE FEDERAL STATE RESEARCH INSTITUTION "INSTITUTE OF LEGISLATION AND  
COMPARATIVE LAW UNDER THE GOVERNMENT OF THE RUSSIAN FEDERATION"**

The International Anti-Corruption Academy (hereinafter referred to as "IACA"), and the Federal State Research Institute "Institute of Legislation and Comparative Law under the Government of the Russian Federation" (hereinafter referred to as the "Institute"), collectively hereinafter 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* 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);

*Acknowledging* the efforts of IACA, an international organization with its seat in Laxenburg, Austria, originally as 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 regions of the globe, which shall function as an independent centre of excellence in the field of anti-corruption education, training, networking, cooperation and academic research, following a holistic approach which is international, inter-sectorial, inter-disciplinary, integrative and sustainable;

*Acknowledging* the efforts of the Institute, acting on the basis of the Charter of Association of the Institute approved by the Enactment of the Government of the Russian Federation No 836 from 29 December 2006, as a leading scientific centre which is carrying out the functions of the Interdisciplinary Centre in scientific, educational and methodological support in the Russian Federation in the field of combating corruption; *noting* in this respect that in pursuing its objectives, the Institute is open for creative cooperation with other scientific institutions and educational centres at the national and international levels;

*Sharing* common goals with regard to the support and promotion of the purpose of IACA and *desiring* to strengthen their already existing cooperation in this respect; *also taking into account* the active involvement of the Russian Federation, as Founding Member of IACA, to the work and promotion of IACA's mission;

**ON THE BASIS OF** mutual respect, equality and mutual benefit the Parties intend, as appropriate, on a voluntary basis to cooperate closely and therefore share the following understanding:

1. Each Party will implement this MoU within the scope of its mandate and in accordance with its own policy framework, regulations, rules and procedures. 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 either's respective mandate. In the event there is an inconsistency between this MoU and the relevant framework, the latter shall govern.

2. Within the framework of this MoU, the Parties may conduct cooperation in the following forms:

(a) undertaking joint projects with a view to prevent and combat corruption in a comprehensive way; this may include training activities and scientific research projects focusing on topics related to counteracting corruption in the context of anti-corruption international conventions and other relevant instruments;

(b) enhancing IACA's efforts in bringing a well-established network of scientists and experts in the field of anti-corruption under its auspices, thus strengthening its platform for dialogue and networking;

(c) undertaking joint activities for anti-corruption stakeholders through joint educational and scientific events;

(d) on a voluntary basis, exchanging scientific publications, analytical materials, and statistical information provided that the Parties ensure the confidentiality of such materials and information. The Parties agree that sharing the information with a

third party will be conducted with the written consent of the Party providing the information;

(e) consulting on the possible development and implementation of anti-corruption projects, within the framework of this MoU, with a focus on the countries of the Commonwealth of Independent States;

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

3. This MoU does not create or imply any obligations of a financial nature for the Parties. Any commitment undertaken by IACA or the Institute within the scope of this MoU will be subject to the availability of resources. Each Party will bear its own costs and expenses incurred in the implementation of this MoU, unless otherwise agreed to by the Parties in writing. The Parties will agree in a separate Agreement and in accordance with their internal rules and procedures on specific financial and technical arrangements of joint activities implemented in the framework of this MoU.

4. This MoU 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 MoU occurs. Any such amendments will come into effect upon the signature of the representatives of the two Parties.

5. This MoU will come into effect upon 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.

6. The cooperation under this MoU is non-exclusive. Nothing contained in this MoU shall be deemed a waiver of the privileges and immunities enjoyed by either Party.

7. Any dispute concerning the interpretation or application of this MoU shall be settled by consultations or another mode of settlement agreed on between the Parties.


8. Either Party may cancel this MoU by giving written notification to the other Party. Such cancellation will become effective six months after the receipt of such notification by the other Party.

9. The Parties may jointly cancel this MoU at any time by written agreement.

10. Any use of the name, including its acronym, and emblem or official seal of each Party (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.

**IN WITNESS WHEREOF**, the undersigned, the duly authorized representatives of the respective Parties affix their signatures below.

**DONE** in duplicate in Moscow, Russian Federation, on this twenty ninth day of April in the year two thousand and fourteen, in four copies, two in the English and two in the Russian language. In case of any doubt or divergence of interpretation, the English text and language shall prevail.

  
For IACA  
Martin Kreutner  
Dean

For the Institute  
  
T.Y. Khabrieva  
Director