



INTERNATIONAL
ANTI-CORRUPTION
ACADEMY



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INTERNATIONAL ANTI-CORRUPTION ACADEMY
AND
THE SUPERIOR COURT OF AUDIT OF HONDURAS**

The International Anti-Corruption Academy, hereinafter referred to as "IACA", and the Superior Court of Audit of Honduras, hereinafter referred to as TSC, both collectively hereinafter referred to as "the Participants", are entering into this Memorandum for the purpose of jointly fostering the prevention of and the fight against corruption and 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, the rule of law, and the full enjoyment of human rights;

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) and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

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

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

Mindful of IACA's role as intergovernmental organization and centre-of-excellence for anti-corruption and compliance education and training, as well as global player in anti-corruption related networking; and the TSC's role as Superior Court of Audit of Honduras, which is the governing body of the control system and public resources, with functional and administrative autonomy;

ON THE BASIS OF mutual respect and mutual benefit the Participants intend, on a voluntary basis, to cooperate closely and therefore share the following understanding:

1. PURPOSE AND SCOPE

1.1 This Memorandum establishes the overall framework of cooperation, on a non-exclusive basis, between the Participants. Implementing arrangements may further detail the Participants' cooperation, such as technical and financial matters, within the framework of this Memorandum.

1.2 The Participants will cooperate in good faith and as outlined in this Memorandum. They will respect each other's sphere of competence and applicable policies, laws, and regulations.

1.3 The Participants will implement this Memorandum within the scope of and in accordance with their respective mandates as well as applicable policies, laws, and regulations, all of which shall prevail over any incompatible provision of this Memorandum or its implementing arrangements.

1.4 Nothing contained in this Memorandum shall be deemed a waiver of the privileges and immunities enjoyed by IACA.

2. FORMS OF COOPERATION

2.1 Within the framework of this Memorandum, the Participants will cooperate to support and promote each other's purposes, making best use, as appropriate, of their respective professional networks and affiliations.

2.2 The forms of cooperation under this Memorandum may include, *inter alia*:

a. engaging in joint projects, or providing support thereto, with a view to preventing and combating corruption in a comprehensive way;

b. convening meetings, as deemed appropriate, to review ongoing or past activities, and to discuss and plan future activities based on the Participants' strategic priorities;

c. exchanging relevant information, including information on activities of common interest;

d. undertaking joint efforts to foster and promote capacity- and institution-building programmes in the anti-corruption field;

e. any other form of technical assistance mutually agreed by the Participants.

3. FINANCES/RESOURCES

3.1 This Memorandum does not create or imply any obligations of a financial or otherwise material nature for the Participants. Each Participant will bear its own costs and expenses incurred in the implementation of this Memorandum, unless otherwise decided by the Participants in writing.

3.2 Any cooperation under this Memorandum will be subject to available resources.

4. SECURITY OF INFORMATION

4.1 Nothing contained in this Memorandum will require either Participant to furnish to the other any information or resources which are considered confidential.

4.2 The exchange of information under this Memorandum will be conducted in full respect of the individual rights of persons concerned.

4.3 The Participants shall not disclose to the public any information and/or data exchanged in respect of the cooperation under this Memorandum without the express prior written consent of the other Participant.

5. PROPRIETARY RIGHTS

5.1 Neither Participant will use the name or its acronym, the emblem, or official seal of the other Participant without prior written authorization of the other Participant. In principle, such authorization will not be granted for commercial purposes.

5.2 The Participants will retain ownership over their respective works, unless otherwise agreed by them. Ownership of, as well as the right to use, works jointly produced by the Participants under this Memorandum, may be subject to separate arrangements. In the absence of such arrangements, the Participants will jointly own such works, and both Participants will have non-exclusive and royalty-free rights to use these works.

6. DISPUTES

Disputes arising in relation to this Memorandum will be settled by consultations unless decided otherwise by the Participants.

7. AMENDMENTS

This Memorandum may be amended upon consultations and by written consent of the Participants.

8. COMING INTO EFFECT/DURATION

This Memorandum will come into effect on signature and will remain in effect until terminated by either Participant on three months' written notice.

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

SIGNED in duplicate in the English language on the dates and at the places stated below.

Place: *Vieques / Doxamburg*
Date: *04/12/2020*



Place: *Tegucigalpa, Honduras.*
Date: *04-12-2020.*

For IACA

For TSC



Thomas Stelzer
Dean
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José Juan Pineda Varela
President