



INTERNATIONAL  
ANTI-CORRUPTION  
ACADEMY



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE INTERNATIONAL ANTI-CORRUPTION ACADEMY  
AND  
THE ACADEMY OF JUSTICE OF THE REPUBLIC OF ARMENIA**

The International Anti-Corruption Academy (hereinafter referred to as “IACA”), and the Academy of Justice of the Republic Armenia (hereinafter referred to as “the AJA”), collectively hereinafter referred to as “the Parties”, are entering into this Memorandum of Understanding (hereinafter referred to as “the Memorandum”) for the purpose of developing cooperation in the anti-corruption field;

*CONCERNED* by the seriousness of threats posed by corruption to the security and stability of societies, which undermine the institutions and values of democracy, ethical values and justice;

*RECALLING* numerous international conventions, instruments and mechanisms on promoting good governance and 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 created for the anti-corruption work;

*PROMOTING* the respect for the rule of law and human rights in all anticorruption activities;

*RECOGNIZING* the importance of collaboration in joint efforts both in national, regional and international levels;

*CONVINCED* that prevention of corruption comes to be of great importance and requires involvement of all sectors of society, government and non-governmental organizations;

*ACKNOWLEDGING* the efforts of IACA, an international organization with its seat in Laxenburg, Austria, originally 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 corners of the globe, that aims to overcome current shortcomings in knowledge and practice in the field of anti-corruption; *noting* in this respect, that in pursuing this aim IACA will function as an independent centre of excellence in the field of anti-corruption education, training, networking, cooperation and academic research, following a holistic approach;

*ACKNOWLEDGING* the significant role of the AJA in the process of improvement of efficiency of jurisdiction by quality professional trainings and enhancement of qualification of judges, prosecutors, and investigators in Armenia;

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

## **ARTICLE I**

### **Scope**

1. The Memorandum establishes the overall framework of cooperation between the Parties and sets out their intention and wish to collaborate actively within the aims of this Memorandum.
2. Each Party shall implement the Memorandum within the scope of its mandate and in accordance with its own policy framework, legislation, rules and procedures.

## **ARTICLE II**

### **Forms of Cooperation**

1. Within the framework of this Memorandum, the Parties will cooperate in order to support and promote the purpose of IACA. The forms of cooperation may include technical support, organizing trainings, joint projects, research and educational programmes and other forms of cooperation in support of the aims of IACA.
2. 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.

### **ARTICLE III**

#### **Financial Support**

1. The Memorandum does not create or imply any obligations of financial nature for the Parties. Any commitment undertaken by IACA or the AJA within the scope of the present Memorandum will be subject to availability of resources. Each Party will bear its own costs and expenses incurred in the implementation of the Memorandum, unless otherwise agreed to by the Parties in writing.
2. The Parties will inform each other of relevant funding opportunities in support of the aims of Memorandum, including the opportunities of IACA to act as technical assistance provider.

### **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, within the scope of the Memorandum.
2. The Parties 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 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 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.

### **ARTICLE VII**

#### **Privileges and Immunities**

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



**ARTICLE VIII**

**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 IX**

**Cancellation**

1. Either Party may cancel this Memorandum of Understanding by giving written notification to the other Party. Such cancellation will become effective three months after the receipt of such notification by the other Party.
2. The Parties may jointly cancel this Memorandum of Understanding at any time by written agreement.

**ARTICLE X**

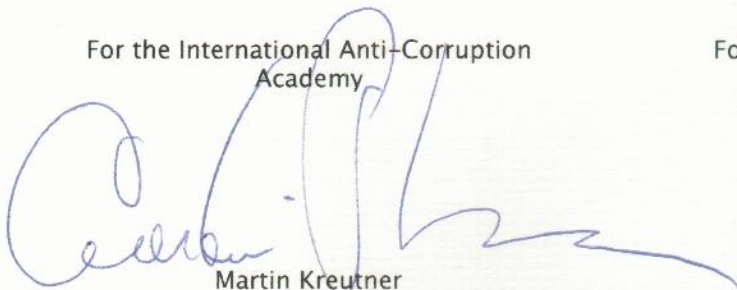
**Use of the names and emblems of the Parties**

Any use of the name, including its acronym, and emblem or official seal of each Party (the "*requested Party*") in connection with the cooperation 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.

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

**DONE** in duplicate in Vienna, Austria, on this eleventh day of December in the year two thousand and fifteen in the English language.

For the International Anti-Corruption  
Academy



Martin Kreutner  
Dean

For the Academy of Justice of the  
Republic of Armenia

Ruben Melikyan  
Rector

