

**PARTNERSHIP ARRANGEMENT
BETWEEN
THE INTERNATIONAL CRIMINAL POLICE ORGANIZATION (INTERPOL)
AND
THE UNITED NATIONS OFFICE ON DRUGS AND CRIME (UNODC)
ON THE ESTABLISHMENT OF
THE INTERNATIONAL ANTI-CORRUPTION ACADEMY**

Supplementary arrangement to the Cooperation Agreement between the United Nations and the
International Criminal Police Organization (INTERPOL) (1997)

This Partnership Arrangement (“Arrangement”) is entered into by the International Criminal Police Organization (“INTERPOL”) and the United Nations Office on Drugs and Crime (hereinafter “UNODC”). INTERPOL and UNODC are hereinafter jointly referred to as the “Parties”.

WHEREAS, INTERPOL is the world’s only global international police organization, of which almost all countries are members, that facilitates cross-border law enforcement co-operation, and supports and assists its member countries as well as all organizations, authorities and services whose mission it is to prevent and combat international crime.

WHEREAS, UNODC has the responsibility to act as the guardian of the United Nations Convention against Corruption (“UNCAC”), including through the provision of technical assistance for its implementation and has the specific mandates and functions set out in article 64 of the Convention, United Nations General Assembly resolution 58/4 and relevant resolutions of the Conference of the States Parties to the UNCAC (hereinafter “COSP”).

WHEREAS, the Parties have enjoyed successful collaboration in joint efforts at the global and regional levels in support of the UNCAC; share common goals with regard to the delivery of technical assistance and capacity building and wish to enhance the effectiveness of these efforts by assisting in the establishment of the International Anti-Corruption Academy (hereinafter “the Academy”), an international institution that will be independent of the United Nations and INTERPOL.

WHEREAS, the Government of Austria has entered into a Headquarters Agreement with INTERPOL regarding the establishment of the Academy and has made a generous in-kind contribution to the Academy in that connection.

NOW, THEREFORE, acting under Article 9 of the Cooperation Agreement between the United Nations and the International Criminal Police Organization, the Parties agree to cooperate as follows:

Article I
General Provision

1.1 The purpose of this Arrangement is to serve as the framework for collaboration and coordination between the Parties on the establishment of the International Anti-Corruption Academy as a centre of excellence in anti-corruption education, research, and professional training, in accordance with the relevant provisions of the UNCAC and related resolutions of the COSP as well as INTERPOL's mandate.

1.2 The collaboration between INTERPOL and UNODC is further premised on the shared commitment of the Parties to actively seek to establish partnerships with other international organizations, such as the World Bank, regional development banks, United Nations Development Programme (UNDP) and the Organization for Economic Cooperation and Development (OECD), as well as other regional organizations, academic institutions and the private sector regarding their possible contribution to the functioning and the funding of the Academy.

Article II
Range and scope of cooperation

2.1 The Parties agree to cooperate in order to enable the establishment of the Academy, whose role will be to ensure the provision of anti-corruption education and professional training, and the conduct of related research by drawing upon the comparative advantages of each Party and enabling each Party to utilize efficiently and effectively its expertise on anti-corruption, while ensuring consistency, coherence and quality of services rendered, especially, although not limited to, with the provisions of and principles enshrined in the UNCAC.

2.2 The Parties consequently acknowledge that the UNCAC includes a broad range of training subjects in articles 60 and 62, covering needs under the four substantive pillars of the Convention, i.e., prevention; criminalization and law enforcement; international cooperation; and asset recovery. In this respect, the Parties recognize the importance and urgency of training as highlighted by the COSP.

2.3 The Parties recognize that the broad scope of the UNCAC in turn necessitates a comprehensive approach of the Academy, including training programmes to address the needs of a broad constituency of officials, as well as education and capacity-building for society at large, including law enforcement and private sector.

2.4 The Parties agree on the intricately linked requirement to conduct research, including on good practices for anti-corruption, in order to serve as a solid basis for the development by the Academy of curricula, materials and tools needed for training programmes.

Article III
Organization and administration of the Academy

3.1 The Parties agree that the organizational and administrative arrangements of the Academy should reflect its three-pronged mission: (a) to develop curricula and training tools, including through applied research, (b) to organize and conduct training courses and (c) to serve as an outreach body.

3.2 The Parties agree to convene a working group constituted of representatives of INTERPOL, UNODC, the Government of Austria and other interested Member States and organizations to work towards the establishment of the Academy. The working group shall strive to streamline organizational and administrative arrangements related to the Academy

Article IV
Accreditation

4.1 The Parties shall strive to enable the Academy to establish credentials that will permit it to be accredited as an educational institution, independent of the United Nations and INTERPOL.

4.2 In doing so, strong partnerships with academic institutions around the world will be sought, in order to ensure that the Academy adheres to the academic standards required for this accreditation and offers the required certificates to students.

Article V
Governing Board

5.1 The Academy shall be governed by a Governing Board (hereinafter referred to as “the Board”) to be composed as follows:

- (a) Not less than seven members and up to a maximum of eleven members shall be endorsed by INTERPOL and UNODC, with due regard to the fact that the Academy and its work are funded from voluntary contributions and to the principle of equitable geographical distribution. The members shall be chosen from among eminent persons who possess the necessary qualifications and expertise. They shall serve in their individual capacity for a term of five years from the date of the first Board meeting in which they are invited to participate. They shall be eligible for reappointment for not more than one additional term. Members shall retire by rotation; for this purpose, when the members are first appointed, three shall serve for five years, two for four years and two for three years. The members to serve these initial terms shall be determined by the Board at its first session by the drawing of lots;

- (b) A representative of INTERPOL, a representative of UNODC, and the Director of the Academy shall serve as ex officio members of the Board;
- (c) A representative of the host country shall also serve as ex officio member of the Board for at least the first five years.

5.2 The Board shall:

- (a) Formulate principles, policies and guidelines for the activities of the Academy;
- (b) Consider and approve the work programme and budget proposals of the Academy on the basis of recommendations submitted to it by the Director of the Academy;
- (c) Evaluate the Academy's completed and ongoing activities on the basis of periodic reports submitted to it by the Director of the Academy;
- (d) Make the recommendations necessary or desirable for the operation of the Academy. In particular, in the context of programme and budget preparations, review the composition, structure and staffing of the Academy to be funded from voluntary contributions, with a view to their adjustment in the light of the financial resources available to, and programme activities of the Academy;
- (e) Determine the conditions of admission of participants in the Academy's programmes, courses and meetings.

5.3. The Board shall meet at least once a year. It shall adopt its own rules of procedure. It shall elect its own officers, including its President, in accordance with the adopted rules of procedure. It shall take its decisions in the manner provided in its rules of procedure.

5.4 The Board shall consider methods for ensuring the financial resources of the Academy. Members of the Board, in furtherance of the principles and policies of the Academy, may be invited to help in achieving the goals of the institution by attending meetings on behalf of the Academy, raising funds for the Academy's activities.

Article VI Management of the Academy

6.1 The Governing Board shall appoint the Director of the Academy, who shall be responsible for the day-to-day management of the Academy, including human resources and financial administration, as well as substantive programme delivery. The Director shall report and be accountable to the Board.

6.2 The Director shall, inter alia:

- (a) Prepare and submit the work programme and budget estimates of the Academy to the Board for its consideration and adoption;
- (b) Oversee the execution of the work programme and make the expenditures envisaged in the budget of the Academy as adopted by the Board;
- (c) Submit to the Board annual and ad hoc reports on the activities of the Academy;

- (d) Coordinate the work of the Academy with that of other organs and bodies of INTERPOL, the United Nations, the specialized agencies and international, national and regional institutions engaged in similar fields;
- (e) Negotiate arrangements with Governments and intergovernmental organizations, as well as non-governmental organizations and academic and philanthropic institutions, as well as private sector entities, with a view to offering and receiving services related to the activities of the Academy;
- (f) Actively seek appropriate funding for the implementation of the work programme of the Academy;
- (g) Accept, subject to the provision of article X, voluntary contributions to the Academy;
- (h) Make the necessary arrangement for securing established and continuous contact with, and support from, INTERPOL and UNODC;
- (i) Undertake other assignments or activities as may be determined by the Board, provided that any such requests are consistent with the programme budget approved by the Board.

Article VII Academic staffing

7.1 The Director shall be responsible for the selection and appointment of academic staff, with the Governing Board functioning in an advisory capacity. The Academy shall apply United Nations rules, to the extent that such rules are applicable, regarding the remuneration, performance appraisal and administration of the academic staff until such time it may decide to develop and implement its own rules, and promote the recruitment and retention of academic staff with the highest possible qualifications.

7.2 In addition to core staff, the Academy shall develop a plan for part-time or visiting academic staff to maximize efficiency and cost-effectiveness. To support the implementation of this plan, the Academy shall strive to conclude collaborative arrangements with academic institutions, Governments, international organizations and private sector to enable it to draw on their resident expertise as required. In addition, the Parties shall consider, jointly with the management team, possibilities to support the Academy, including through the secondment of staff.

Article VIII Work programme for the Academy

8.1 The Director shall be responsible for drawing-up an annual work programme for the Academy, including training courses, curricula and tool development and research, and submit it to the Board for approval.

Article IX Student selection

9.1 Student selection shall be based on training needs identified by the COSP through UNODC, or by Member States individually either through INTERPOL or UNODC. The Academy shall strive to establish the capacity to offer courses in multiple languages, possibly by way of outsourcing the required interpretation services.

Article X Financing of the Academy

10.1 The Director of the Academy shall develop and implement a medium- and longer-term fund-raising strategy, and submit it to the Board for approval. The Parties agree on the long-term goal of making the Academy self-sustainable through course fees.

10.2 As relevant to this Arrangement, the Parties shall engage in joint fund-raising activities, in particular through organizing joint donor conferences and informing each other of relevant funding opportunities.

10.3 It is understood that any activities on the part of the Parties within the scope of this Arrangement will be subject to the availability of extra budgetary funds for that purpose.

Article XI Consultation and Exchange of Information

11.1 The Parties shall, on a regular basis, keep each other informed of and consult on matters of interest to the Academy.

11.2 Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents as determined by the information disclosure policies of the Parties. Such arrangements will survive the termination of this Partnership Arrangement and of any agreements signed by the Parties within the scope of this collaboration.

11.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present Arrangement and to plan future activities.

11.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

Article XII
Implementation of the Partnership Arrangement

12.1 In order to implement the specific activities envisioned hereunder, the Parties shall conclude cost-sharing agreements in accordance with their respective regulations, rules and procedures, which shall specify the costs or expenses relating to the activity and how they are to be borne by the Parties.

12.2 It is understood that all activities entrusted to INTERPOL and UNODC will be carried out in accordance with the Parties respective mandates and with the applicable regulations, rules and directives.

12.3 Neither Party shall be an agent or representative of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this Arrangement and under cost-sharing agreements concluded hereunder.

12.4 Each Party shall be responsible for its acts and omissions in connection with this Arrangement and its implementation.

Article XIII
Visibility

13.1 The Parties recognize that the Partnership Arrangement should be publicized and therefore agree to acknowledge the role and contribution of each organization in all public information documentation relating to instances of such cooperation and use each organization's name and emblem in documentation related to the cooperation in accordance with the current policies of each organization, and subject to prior written agreement of each Party.

13.2 The Parties shall work together to develop and implement a joint communication strategy.

Article XIV
Term, Termination, Amendment

14.1 The proposed cooperation under this Arrangement is non-exclusive. This Arrangement shall enter into effect upon its signature by both Parties and shall remain valid until the Academy is established, or the Arrangement is terminated by either Party. Either Party may terminate the Arrangement by giving not less than 180 days notice in writing to the other Party. Such termination shall become effective on the date specified in the termination notice.

14.2 In the event of termination of the Arrangement, any cost-sharing or project cooperation agreements, and any project documents concluded pursuant to this Arrangement, may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under this Arrangement, the cost-sharing agreements, and project documents are brought to a prompt and orderly conclusion in accordance with the respective regulations and rules of the Parties, as applicable.

14.3 This Arrangement may be amended only by mutual written agreement of the Parties.

14.4 This Arrangement shall be reviewed on an annual basis. The Parties may by exchange of letters amend any of the provisions of this Arrangement or enter into supplementary arrangements designed to extend or reduce the scope of the present Arrangement.

Article XV Notices and Addresses

15.1 Any notice or request required or permitted to be given or made under this Arrangement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the party to which it is required to be given or made at the address specified below, or such other address as shall be hereafter notified.

For INTERPOL: Assistant Director
Anti-Corruption Sub Directorate
INTERPOL General Secretariat
200, quai Charles de Gaulle
69006 LYON - France

For UNODC: Chief, Corruption and Economic Crime Section
Division for Treaty Affairs
United Nations Office on Drugs and Crime
Vienna International Centre
PO Box 500
1400, Vienna, AUSTRIA

Article XVI Miscellaneous

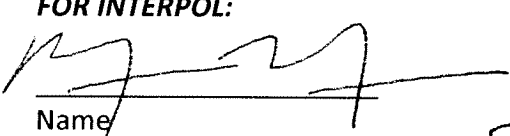
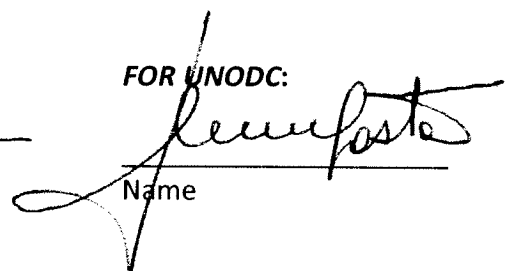
16.1 This Arrangement and any related co-financing agreements and project document comprise the complete understanding of the Parties in respect of the subject matter in this

Arrangement. Failure by either Party to enforce a provision of this Arrangement shall not constitute a waiver of that or any other provision of this Arrangement. The invalidity or unenforceability of any provision of this Arrangement shall not affect the validity or enforceability of any other provision of the Arrangement.

Article XVII
Entry into Force

17.1 This Arrangement may be signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document, and shall enter into force and effect on the date ("Effective Date") in which it is duly signed by both Parties.

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

<p>FOR INTERPOL:</p>  <p>_____ Name</p> <p>_____ Title</p> <p><u>13/10/2008</u> Date</p>	<p>FOR UNODC:</p>  <p>_____ Name</p> <p>_____ Title</p> <p><u>13/10/2008</u> Date</p>
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