MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL CRIMINAL POLICE ORGANIZATION - INTERPOL

AND

THE INTEGRITY VICE PRESIDENCY OF THE WORLD BANK GROUP
A. Purpose of the Memorandum of Understanding

The International Criminal Police Organization - INTERPOL (I.C.P.O.-INTERPOL), and the Integrity Vice Presidency (INT) of the World Bank Group, hereinafter jointly referred to as "the Parties" - intend to cooperate within the scope of their mandates.

This Memorandum of Understanding (MoU) sets out in writing the practical modalities of the working relations between the Parties. It is not intended to modify, or create any obligations contrary to, the legal and policy framework of either Party and their respective mandates. In the event there is an inconsistency between this MoU and the legal and policy framework of either Party, the latter shall govern.

B. Terms of cooperation

With the view of facilitating the effective discharge of their respective mandates, the Parties shall cooperate closely, as appropriate, with each other and consult each other on a regular basis on matters of mutual interest, in particular:

• to provide one another (spontaneously or upon request) with information of relevance for the detection, substantiation and prevention of fraud and corruption;

• to undertake joint activities when appropriate in each Party’s efforts to detect, substantiate and prevent fraud and corruption;

• to inform one another of relevant activities which they organize and which may be of common interest;

• to designate contact points to facilitate and expedite the effective and confidential transmission of information exchanged; and

• to meet periodically to identify possible priority areas for cooperation that meet common strategic or operational objectives.

C. Exchange of information

Prior to the use of any information provided by one Party, the other Party shall check with the Party that provided the information to ensure that the information is still accurate and relevant.

D. Confidentiality and communication of information to third parties

Any information provided by one Party to the other will be considered strictly confidential and will only be disseminated within the organization on a strict ‘need to know’ basis. In the rare event dissemination outside the organization becomes necessary by the organization to which the disclosure is made, such dissemination will not take place without the explicit written authorization of the organization that originally provided the information.
Nothing in this Article shall prevent either Party from using the information provided by the other Party to develop independently its own evidence for use in any manner not inconsistent with this Agreement, including (but not limited to) in support of sanctions or other corrective or remedial action. Such evidence may be shared with third parties in accordance with policies and procedures of the respective Parties.

E. Privileges and immunities

The activities carried out on the basis of this MoU shall be without prejudice to the respective privileges and immunities of each Party, which are specifically reserved and which may be invoked at any time.

F. Start of application

This MoU shall be approved by the two I.C.P.O. - INTERPOL and INT of the World Bank Group. Both Parties shall notify each other of their approval of the present MoU, which shall come into force on the first day of the second month after receipt of the notification.

In witness whereof, the undersigned, duly authorized to that effect, have signed this MoU in two copies.

Ronald K. Noble
Secretary General
The International Criminal Police Organization - INTERPOL

Leonard McCarthy
Vice President, Institutional Integrity
The World Bank Group

on 1st October 2010 (date)

in (place)