

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**Between**  
**Office of the Anti-Corruption Commission (ACC)**  
**And**  
**National Statistical Bureau (NSB)**

This is an agreement between "Party A", herein called ACC and "party B", herein called NSB.

**I. Purpose and Scope**

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the study "Integrity Assessment of Public Organisations in Bhutan".

In particular this MOU is intended to define the framework of cooperation between the ACC and the NSB in implementing and institutionalizing the Integrity Assessment.

**II. Background**

The Anti-Corruption Commission has adopted Integrity Assessment as a systematic approach of preventing corruption. It is an agency-based corruption assessment framework targeting public institutions including central administrative bodies. The assessment study selects corruption prone public services in a target organization and seeks to measure the actual state of corruption in the organization with focus on these public services. Integrity here refers to the degree in which civil/public servants of an administrative institution discharge their public duties in a fair and transparent manner as well as in compliance with the laws, rules and regulations without getting involved in misconduct and corruption. It is a method to encourage public organizations to make voluntary efforts against corruption by removing corruption opportunities.

The Integrity Assessment has to be credible and hence warrants an independent and a highly professional study. The National Statistical Bureau (NSB) as an independent national statistical authority is competent and appropriate to conduct the Integrity Assessment.

**III. [ACC] Responsibilities under this MOU**

**ACC shall undertake the following activities:**

- Finance the survey, national workshops and publications.
- Coordinate and finance a one time capacity building of three officials from NSB engaged in the study.

- Select the target organizations and the target services for the assessment. After selecting the target service, ACC shall draw up the list of clients who have availed those selected services during the past one year. Based on the client list, the ACC shall with technical support from the NSB select the sample size and draw the sample list for the survey.
- Periodically involve in the study to provide administrative assistance.
- Produce two reports (i) National Integrity Index and (ii) Institutional Report based on the tabulation results to be provided by NSB.
- Organise one day workshop to present the general findings of the study.
- Arrange and carry out the presentation of Institutional Reports to the different organizations.
- The findings from the study shall not be used for investigative purposes by the ACC.

#### IV. [NSB] Responsibilities under this MOU

##### NSB shall undertake the following activities:

- Co-ordinate and carry out the Integrity Assessment survey based on the services and survey clients selected by the ACC.
- Provide technical assistance to ACC in drawing up the sample size/frame for the assessment survey.
- Together with ACC draw up the questionnaire based on the assessment framework.
- Coordinate and carry out the data entry, data analysis and produce the final reports. *tabulation results. RD*
- Produce final tabulation results for: (a) National Integrity Index and (b) Institutional Report showing the Integrity Index for each of the services assessed.
- Intimate its counterpart in the ACC on the progress of survey, data entry, data analysis and report writing. *RD*
- Carry out Integrity Assessment of public organizations once every two years with funding from ACC.

#### V. Funding

- The entire Integrity Assessment study shall be funded by ACC and the work outsourced to NSB.
- The NSB shall prepare the budget requirement as per the work plan for the study and submit to the ACC.
- ACC shall release 80% of the estimated budget and the remaining 20% after satisfactory completion of the study.
- Upon completion of the study the NSB shall settle the book of accounts to the ACC along with the final report.
- The NSB shall comply with all financial rules *invogue* and subject itself to audit.



**VI. Confidentiality**

Both parties shall ensure full confidentiality during the entire course of the data analysis and report preparation. The Integrity Index of the selected services shall not be revealed to the general public by both the parties but shall be discussed only with the organizations concerned in the form of Institutional Report.

**VII. Effect of Agreement**

Nothing in this agreement shall be interpreted as limiting, superseding, or otherwise affecting either agency's normal operations or decisions in carrying out its statutory or regular duties.

**VIII. Effective Date, Termination**

This MOU shall remain valid till three nation wide Integrity Assessment have been completed. Either party may terminate this MOU after thirty (30) days written notice to the other party of their intention to do so. During this period, the parties will enter into negotiations to resolve the disagreement(s) or unforeseen circumstances. If the disagreement(s) have not been solved by the end of the thirty day period, the MOU will terminate. In the event negotiations are progressing but are not concluded by the end of the thirty-day period, the party initiating the request to terminate may request termination to be postponed for an additional thirty day period.

**IX. Survival Terms**

In the event this MOU is terminated, any files or information derived there from shared pursuant to this MOU shall be handed over to the ACC.

**X. Effective Date and Signature**

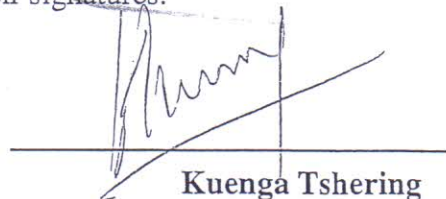
This MOU shall be effective upon the signature of Parties A and B authorized officials. It shall be in force from February 9, 2009 to February 8, 2015. Parties A and B indicate agreement within this MOU by their signatures.



**Rinzin Dorji**  
Director, ACC

9/2/09

Date



**Kuenga Tshering**  
Director, NSB

9 Feb. '09

Date