



**Memorandum of Understanding**  
**Between**  
**Anti-Corruption Commission**  
**And**  
**Bhutan Transparency Initiative**  
**On**  
**Strengthening and Promoting**  
**Cooperation to Prevent**  
**Corruption**

The Anti-Corruption Commission hereinafter referred to as “ACC” and the Bhutan Transparency Initiative, hereinafter referred to as “BTI”, and jointly referred to as “the Parties”;

**Desiring** to work in cooperation and collaboration to foster good governance and create strong partnership to prevent and combat corruption in accordance with Section 9 of the Anti-Corruption Act of Bhutan (ACAB) 2011;

**Concerned** about the serious threat posed by corruption to the stability and security of the country, societal and institutional values of democracy, and jeopardizing the socio-economic prosperity and the rule of law;

**Recognizing** the roles of the Parties in preventing corruption, wherein the ACC has the constitutional mandate under ACAB 2011 to take necessary steps to prevent, educate and investigate all allegations of corrupt practices, whether reported or otherwise, and the BTI as a Civil Society Organization represents the interest of general citizenry and has the mission to build a strong social fence against corruption;

**On the basis** of mutual respect without prejudice to each other’s institutional independence, statutory rights and obligations under their respective legislations, having unconditionally recognized the need to establish a guiding framework of collaboration to underpin an effective functional relationship between the Parties; and

**Reiterating** the need to ensure transparency, accessibility, accountability, legitimacy, impartiality and integrity, the Parties hereby subscribe to the “Memorandum of Understanding”, hereinafter referred to as “MOU”;

Have reached the following understanding:

### **Purpose/Objective**

1. The objective of this MOU is to:

- a) Establish and strengthen effective collaboration and partnership between the Parties in preventing corruption in Bhutan;
- b) Enhance prevention and education aspects of anti-corruption function through participatory approach of the BTI; and
- c) Increase the level and reach of anti-corruption and corruption awareness program through the BTI.

## **Areas of Cooperation and Collaboration**

2. The areas of cooperation under this MOU includes the following:
  - a) Conduct diagnostic survey and researches on integrity and anti-corruption to facilitate informed policy decisions:
    - i. The BTI to conduct the National Corruption Barometer Survey (NCBS) once in every third year and other researches/surveys as deemed necessary.
    - ii. The ACC to provide technical assistance including budgetary support as deemed appropriate to sustain the culture of evidence-based decision-making.
  - b) Conduct general advocacy and awareness programs on integrity and anti-corruption measures:
    - i. The BTI to initiate general advocacy and awareness programs to the general citizens, youth and CSOs.
    - ii. The ACC to facilitate with relevant information on the “need to know” basis related to corruption issues and anti-corruption measures and provide appropriate support including capacity development programs.
  - c) Build partnership platform for the CSOs to promote integrity and anti-corruption measures:
    - i. The BTI to spearhead in engaging the CSOs in promoting integrity and anti-corruption principles and build alliances against corruption.
    - ii. The ACC to provide technical backstopping wherever required.
  - d) Strengthen internal control mechanism within the BTI:
    - i. The BTI to establish strong governance culture that discourages or prevents its employees from engaging in corruption and unethical behavior.
  - e) The BTI to report corruption to the ACC when being approached by any party or when witnessing a corrupt act.

## **Implementation strategy**

3. For convenience and operational efficiency, the Director of Department of Prevention and Education of ACC, and the Executive Director of the BTI will bridge the cooperation between the Parties. These focal shall take responsibility for the effective implementation of this MoU.
4. This MOU may not give rise to any financial obligation by one Party to the other. Each Party shall bear its own cost and expenses in relation to this MOU. However, the Parties may agree on specific financial and technical

arrangements with regard to the individual or any specific areas of collaboration.

5. The Parties undertake to disseminate this MOU throughout their respective organizations so that all relevant staff members are aware of the principles it establishes and the intention of the MOU to achieve its purpose.

### **Validity**

6. This MOU will be valid for a period of three (3) years, unless renewed by the Parties.

### **Termination**

7. This MOU may be terminated by either party, at any time, by giving at least one (1) month written notice. The Parties shall mutually consult with each other to determine whether activities or projects under this MOU should continue or not.

### **Amendment**

8. This MOU may be amended with the mutual written consent of both the Parties.

### **Dispute Settlement**

9. Any dispute regarding the interpretation or application of this MOU will be resolved through mutual consultations between the Parties and based on the principles of mutual understanding and respect.

This foregoing represents the understanding reached between the Parties on the matter referred to in this MOU and does not create any legally binding obligations upon the parties.

This MOU shall come into effect on the \_\_\_\_ (day) of the \_\_\_\_\_ (month) of the year 2019.

For the Bhutan Transparency Initiatives      For the Anti-Corruption Commission

(Pema Lhamo)  
**EXECUTIVE DIRECTOR**

(Kinley Yangzom)  
**CHAIRPERSON**