
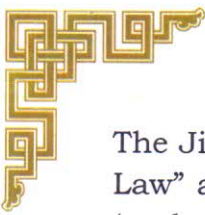




**Memorandum of Understanding
between
the Jigme Singye Wangchuck School of Law
and
the Anti-Corruption Commission
on
Strengthening cooperation to prevent corruption
and promote rule of law**





The Jigme Singye Wangchuck School of Law hereinafter referred to as “JSW Law” and the Anti-Corruption Commission, hereinafter referred to as “ACC” (each, a “Party,” and collectively, “the Parties”):

Bearing in mind the sacred fundamental duty as enshrined in the Constitution of the Kingdom of Bhutan 2008, “to uphold justice and to act against corruption”;

Acknowledging that the ACC as a constitutional office has the mandate to take necessary steps to prevent, educate and investigate all allegations of corrupt practices, whether reported or otherwise under the Anti-Corruption Act of Bhutan 2011 (ACAB 2011);

Acknowledging that the JSW Law was established under the Royal Charter in 2015 to promote rule of law with an objective to build effective legal fraternity consisting of educated, competent and socially responsible professionals;

On the basis of shared responsibility to prevent corruption and the 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 bring paradigm shift in the attitude and behavior of general citizen to promote transparency, accountability 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 establish and strengthen cooperation by setting framework of cooperation and assistance between the Parties on preventing corruption and promoting rule of law.

Areas of Cooperation and Collaboration

2. The areas of cooperation under this MOU includes the following:
 - a) Initiate joint research projects that are of interest to the Parties in preventing corruption and furthering justice;

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- b) Initiate training programmes to mutually benefit the Parties in enhancing the capacity of the professionals of the ACC and students of the JSW law;
 - c) Conduct joint advocacy programmes on topics of mutual interest;
 - d) The ACC to provide necessary assistance and support in the development and implementation of curriculum in JSW Law on ethics and integrity;
 - e) The ACC to host interns from the JSW Law upon the request of the latter based on the internal policies and procedures of the former;
 - f) The JSW Law to establish strong governance culture by institutionalizing integrity and anti-corruption measures within the institute;
 - g) The ACC to provide necessary assistance and guidance to implement integrity and anti-corruption policies and measures in the JSW Law; and
 - h) Each Party undertakes to disseminate this MOU throughout its respective organization so that all staff are aware of the principles it establishes and the intention of the MOU to achieve its purpose.
3. This MOU does 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 arrangement with regard to the specific areas of collaboration.
 4. Use of name, logo and/or official emblem of any Party on any publication, document and/or paper shall be allowed only with the written approval of the other Party.

Notwithstanding anything contained in the above paragraphs, the intellectual property rights in respect of any technological development, products and services which is a result of joint effort of the Parties or research results obtained through joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually decided upon.

Confidentiality

5. Nothing contained in this MOU will require either Party to furnish to the other any information or resources which are considered confidential.





Validity

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

Termination

7. Either of the Parties may terminate this MOU upon one month's written notice to the other Party. The Parties shall mutually consult each other on the need for continuing the activities or projects initiated under this MOU.

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.

Commencement

10. This MOU shall come into effect on the **2nd** (Day) of the **September** (Month) of the year **2021**.

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.

For the Jigme Singye Wangchuck
School of Law

For the Anti-Corruption Commission



(Sangay Dorjee)

DEAN



(Deki Pema)

CHAIRPERSON