



MEMORANDUM OF UNDERSTANDING

With respect to cooperation, assistance, capacity development, research and integration of corruption prevention measures

BETWEEN

The **ANTI-CORRUPTION COMMISSION**,

The **ROYAL INSTITUTE OF MANAGEMENT**

And

The **DEPARTMENT OF LOCAL GOVERNANCE**

PREAMBLE

The Anti-Corruption Commission, referred to as “ACC”, the Department of Local Governance, referred to as “DLG”, and the Royal Institute of Management, referred to as “RIM”, hereinafter referred to as “Parties” to this Memorandum of Understanding;

Concerned about the seriousness of the threats posed by corruption to the stability and security of the State, undermining the institutions and values of democracy, ethics and justice, rule of law and jeopardizing the socio-economic prosperity;

Recognizing the separate responsibilities, where:

the ACC has constitutional mandate under the Anti-Corruption Act, 2011 (ACA) to take necessary steps to:

- promote integrity and accountability of administration, whether public or private, Section 3
- cooperate and collaborate with agencies and organizations in the fight against corruption, Section 24 (i)
- take any necessary steps to prevent and combat corruption; Section 24 (j)
- undertake studies and research to identify the trends, causes, types, pervasiveness and seriousness or impacts of corruption, Section 25 (e)
- involve research and training institutions in conducting corruption-related research work and production of books, training and promotional materials, training programs and manuals, Section 41 (1b)
- ensure that training and educational institutions have legal and ethical subjects in their curriculum, teach and educate their trainees or students about the social harm and dangers of corruption, and actions needed to prevent it, and instil in them intolerance for corruption, Section 41 (1c)
- ensure educational institutions to explain to their students or staffs the social harm and dangers of corruption, and assist them in acquiring of proper knowledge and awareness of corruption and its prevention; Section 41 (1d); and

Cognizant of the Constitution of the Kingdom of Bhutan provides for direct participation of the people in the development and management of their own social, economic and environmental wellbeing through decentralization and devolution of power and authority;

the DLG has power and function under the Local Government Act, 2009 (LGA) shall:

- provide democratic and accountable government for local communities, Section 48 (b)
- encourage the involvement of communities and community organizations in matters of local governance, Section 48 (l)
- not only be transparent and accountable to the people in their respective constituencies but shall also promote, institute and enhance transparency and accountability mechanisms, Section 141

- make every effort to ensure public participation in the development of various plans and programmes, Section 146

on monitoring and coordination, the LGA requires:

- all activities undertaken by different sectors of the government within the jurisdiction of a Local Government, unless otherwise specified shall be routed through and coordinated by Local Government offices. The concerned sectors shall provide technical and financial support for implementation of the activities and carry out regular monitoring and evaluation of the activities in accordance with the prescribed monitoring and evaluation system of the government, Section 202
- all national agencies shall conduct periodic consultations with a Local Government before any project or program is implemented in the jurisdiction of such Local Government, Section 213
- all national agencies with project implementation functions shall coordinate with the Dzongkhag Administration and with the Local Government concerned in the discharge of their functions, Section 214 and
- all national agencies shall involve Local Governments both in the planning and implementation of national projects, Section 215;

and the RIM, as the country's apex management training institute has:

- mandate to "impart, promote and improve professional knowledge and skills in management and public administration in both public as well as private sector in the nation" towards complementing the achievement of the national goal through teaching, training, research and consultancy, and
- vision to be a premier centre of excellence in management development and policy research in the region and its mission to develop socially and professionally responsible leaders and managers with holistic values and competencies.

In realizing the above, RIM focuses on the following strategic areas:

- Civil service, Corporate and Civil society – building management capabilities and meeting future requirements, and
- Local governance – facilitate decentralization process and enhance community participation through capacity development,

And its pledge to uphold values like accountability, which states that we shall refrain from any activities that would be in conflict with the interests of the Institute and TSA-WS-SUM, and shall be accountable for our words and actions.



Desiring to work in cooperation in pursuant to sections 3, 9, 24, 25 and 41 of the ACA; sections 206, 208, 213, 214 and 215 of the LGA and vision and mission of RIM of the Royal Charter for enabling direct public participation in local plans and its implementation as enshrined in sections 48 (l) and 146 of the LGA;

On the basis of mutual respect without prejudice to each other's institutional independence, statutory rights and obligations under the respective legislation, having unconditionally recognized the need to establish a guiding framework of collaboration to underpin an effective functional relationship among the ACC; the DLG and the RIM in relation to promoting integrity, transparency and accountability through civic engagement, capacity development, research and systemic improvement;

Bearing in mind the sacred duty to act against corruption, the Parties hereby subscribe to this "MEMORANDUM OF UNDERSTANDING", hereinafter referred to as "MOU" and agree as follows:

1. PURPOSE

The purpose of this MOU is to:

- a. establish and strengthen cooperation between the Parties by setting framework of cooperation and assistance among the Parties in fulfilling their mandates productively; and
- b. set forth the policy and procedures for capacity development, research and integration of integrity, transparency and accountability measures in local plan and implementation.

This MOU states the wishes of the parties in relation to cooperation, assistance, capacity development, research and integrate integrity, transparency and accountability measures. However, this MOU is not a legally binding document.

2. PARTIES' ROLE IN THIS COOPERATION

The ACC shall

- provide technical backstop in rolling out integrity promotion tools like Integrity Diagnostic Tool, Corruption Risk Management, Conflict of Interest, Model Code of Conduct, Social Accountability Tools,
- coordinate forums which are beyond scopes of the DLG and the RIM in promoting collective effort for enabling active citizenry engagement in local governance;

The RIM shall

- develop and deliver professional ethics training for officials and individuals in public, business and civil society including in its organizational functions,
- roll-out integrity promotion and social accountability tools in local governments, and



- conduct and publish research to encourage citizenry participation in local governance. The publications shall be in the forms of journal articles, books, training and promotional materials, manuals and guidelines.

The DLG shall

- facilitate platform for active engagement of citizens and communities in prioritization of plan, allocation of resources, tracking expenditure and monitoring results of local development programmes,
- organize monitoring and problem solution forums for integrating measures of integrity, transparency and accountability in its systems, and;

The Parties shall cooperate in working the specificities of fund, institutionalizing practices and networks.

3. DESIGNATED OFFICIALS

The following divisions shall have the overall administrative responsibility for the implementation of this MOU:

- a. The Chief of the Policy and Planning Services shall be the contact point from the ACC;
- b. The Head of the Department of Research and Consultancy shall be contact point from the RIM.
- c. The Senior Programme Officer of the System and Capacity Development Division shall be the contact point from the DLG; and

These representatives shall have joint administrative responsibility for the effective implementation of this MOU and shall work in close coordination without prejudice to the independent function of the Parties.

4. TERMS AND CONDITIONS

- a. The Parties may request assistance of the other party, and the other party may share all necessary materials and provide all necessary support in its capacity, in accordance with this MOU.
- b. Should there be difficulties in carrying out any activity; the above contact persons shall provide all the necessary support, upon receiving verbal or written request from the contact person(s) of the other party.



5. CONFIDENTIALITY AND SECURITY OF INFORMATION

- a. Subject to the provisions of this MOU and any other applicable act of Parliament, the information shared between the Parties under this MOU shall be treated as confidential, wherever the need is felt, and shall be protected from further disclosure.
- b. The shared materials shall be used only for the specific purpose for which it is provided, and shall not be passed on to any third party without the written consent of the Party from whom it originated.
- c. Where there is any disclosure of the personal information to the third party without the prior consent of the ACC/DLG/RIM the official concerned if found guilty shall be liable in accordance to the relevant laws of the land.

6. UNDERTAKING

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.

7. REVIEWS, AMENDMENT AND DISPUTE RESOLUTION

- a. This MOU may be reviewed and discussed periodically by designated representatives of the ACC, the DLG and the RIM and can be amended at any time by mutual agreement among the ACC, the DLG and the RIM.
- b. All amendments shall be made in writing and signed by the Parties.
- c. Any disputes concerning the interpretation of this MOU will be resolved through consultation among the designated representatives of the signatories to this MOU.

8. EFFECTIVE DATE AND TERMINATION

- a. This MOU shall come into effect on the 1st day of the **July** month of the year **2014**, and will be for the 11th FYP period.
- b. Either Party may terminate this MOU upon one month written notice to the other Party. Such notice shall be given either by the Chairperson of ACC or the Director General of DLG or the Director of RIM.

9. NATURE OF THE MOU

This MOU is an administrative understanding among the Parties. It is not intended to be legally binding or enforceable before the courts, nor is it designed to alter the pre-existing obligations, responsibilities, duties, or entitlements of either Party as may be defined by statute, regulation, or otherwise.



IN WITNESS THEREOF, this MOU was signed in triplicate, each copy being equally authentic.

FOR THE RIM



Director
(Karma Tshering)

DATE: _____

FOR THE DLG



Director General
(Dorji Norbu)

DATE: 01/07/2014

FOR THE ACC



Chairperson
(Neten Zangmo)

DATE: July 1, 2014