



Anti-Corruption Commission  
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Construction Development Board  
Ministry of Works and Human Settlement  
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## **MEMORANDUM OF UNDERSTANDING**

With respect to co-operation, assistance and sharing of information through e-tool and information on contractors, consultants, architects, engineers and special trade

**BETWEEN**

**ANTI-CORRUPTION COMMISSION**

**AND**

**CONSTRUCTION DEVELOPMENT BOARD**



## PREAMBLE

The Anti-Corruption Commission, hereinafter referred to as "ACC", and the Construction Development Board, hereinafter referred to as "CDB", hereinafter jointly referred to as "Parties";

*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, and jeopardizing the socio-economic prosperity and rules of law;

*Recognizing* the separate responsibilities, functions and duties of the Parties, where the ACC has constitutional mandate under the Anti-Corruption Act 2011 (ACA) to take necessary steps to prevent, educate and investigate all allegations of corrupt practices, whether reported or otherwise, and CDB entrusted with the primary responsibility to regulate and promote the construction industry of the country acts as the repository of information pertaining to contractors, their work and personnel;

*Desiring* to work in co-operation and collaboration in pursuant to section 9 of ACA with CDB, in fostering good governance and determined to create strong partnership to instill sense of business integrity to the entities entering into contractual relationship through by sharing necessary information and providing necessary supports;

*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 between the Parties;

*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:



## PURPOSE OF THE MOU

1. The objective of this MOU is to:
  - (a) establish and strengthen cooperation between the Parties by setting framework of cooperation, assistance and exchange of information between the Parties in fulfilling their mandates effectively and efficiently; and
  - (b) set forth the policy and procedures for the use of the e-tool, registration data (CRPS) and sharing of information and for providing necessary assistance and supports.

## AREAS OF COOPERATION

2. The CDB shall provide online access to e-Tool (electronic evaluation tool - new point based system), registration data (CRPS) and share other relevant information deem necessary to the ACC.
3. The ACC in turn shall provide necessary assistance and guidance to implement the anti-corruption policies and measures.

## ACCESS TO INFORMATION AND/OR DATA

4. The Liaison Officer of the ACC shall have access to e-tool and registration data (CRPS) system. However, such access shall be subject to viewing and e-printing only, and does not include attorney to edit or make changes to the system.
5. Should there be difficulties in accessing information in e-tool, the Liaison Officer of CDB shall facilitate the access to information, upon receiving verbal or written request from the Liaison Officer of the ACC.

## LIAISON OFFICIALS

6. The Surveillance and Intelligence Officer designated by the ACC and the ICT Officer, CDB shall be the Liaison Officers;
7. The Liaison Officers shall have the overall administrative responsibility for the effective implementation of this MOU and shall work in close coordination without prejudice to the independent function of the Parties.



## **LIAISON MEETING**

8. The Parties may meet as and when required to facilitate, among other:
- (a) Facilitate usage of e-tool and registration data (CRPS) system;
  - (b) Resolution of coordination difficulties;
  - (c) Review of effectiveness of operational arrangement; and
  - (d) Address any other issue the Parties deem necessary.

## **UNDERTAKING**

9. 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.

## **CONFIDENTIALITY AND SECURITY OF INFORMATION**

10. Subject to the provisions of this MOU, the ACA, and any other applicable acts of Parliament, the information shared between the Parties or obtained from e-tool, under the terms of this MOU shall be treated as confidential, and shall be protected from further disclosure.
11. Any information and/or data obtained from the e-tool or shared between the Parties 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.
12. The CDB may monitor the use of this access to their information/data through audit trails and such other means as may be agreed between the Parties.

## **AMENDMENT**

13. This MOU may be amended at any time with the consent of the Parties. Such amendments may be effected by an exchange of letters between the



Chairperson of the ACC and the Secretary of Ministry of Work and Human Settlement.

**EFFECTIVE DATE AND TERMINATION**

- 14. This MOU shall come into effect on the 19<sup>th</sup> day of the 9<sup>th</sup> month of the year 2013.
- 15. Either Party may terminate this MOU upon one month's written notice to the other Party. Such notice shall be given by either the Chairperson of ACC or the Secretary of Ministry of Work and Human Settlement.

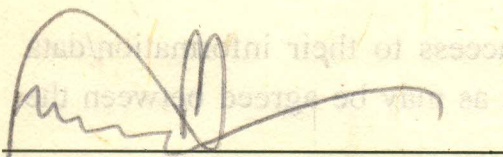
**NATURE OF THE MOU**

- 16. This MOU is an administrative understanding between 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.

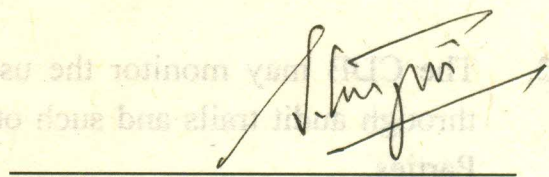
**IN WITNESS THEREOF**, this MOU was signed in duplicate, each copy being equally authentic.

**FOR THE ACC**

**FOR THE CDB**



The Chairperson  
Dasho Neten Zangmo



The Secretary  
Dasho Dr. Sonam Tenzin

DATE: 19/09/13

DATE: 19.9.13.