



**25 November 2015
Memorandum of Understanding
On the 17th IACC**

This **MoU** sets out the main responsibilities of the parties organising the **17th IACC in 2016 in Panama** and defines the basic parameters for the Conference.

The parties to this MoU shall consist of the **Government of Panama represented by: the National High Authority for Transparency and Access to Information represented by its Director General; the International Anti-Corruption Conference Council represented by its Chair; Transparency International Secretariat as Secretariat to the IACC Council represented by the Chair of the Board of Directors and Transparency International National Chapter Fundación para el Desarrollo de la Libertad Ciudadana Represented by the President.**

1. As stated in the letter of intention of 28 August.2015, signed by the **Director General of the National Authority of Transparency and Access to Information, the Government of Panama** has committed itself to host the 17th IACC in Panama, which will take place from November 30 to December 2, 2016. With the endorsement of the **Government of Panama** as well as the **Autoridad Nacional de Transparencia y Acceso a la Informacion** of Panama shall act as the official national counterpart for the IACC and shall appoint a liaison person(s) for the 17th IACC to act on its behalf. The liaison person(s) shall work with **TI-S and TI Panama** to prepare and implement the 17th IACC.
2. The Government of Panama shall assume responsibility for providing in accordance with this MoU the **Core Funds of a minimum of USD 2 million (two million US Dollars)**, as reflected in the Core Fund Indicative Budget attached to this MoU, which is the basis necessary to secure the holding of the IACC in Panama. Other parties to this MoU shall assist in identifying additional sponsors/donors to cover costs in excess of the costs covered by the Core Fund provided by the Government. As set out in the Core Fund Indicative Budget. The Core Fund shall **a) Cover the local costs related to the Conference: Renting the Conference venue; hiring a Conference Organizing Company (see Item 7); hosting side and social events, promoting the Conference and other core activities b) Cover the "Programme Development Contribution" (PDC) and Initiatives Cost, to be paid to TI Secretariat and c) It shall also cover the Conference "Participation Fund" (PF) to support VIP and expert participation as well as broad international attendance, especially from developing countries.**

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3. The **Government of Panama** shall transfer the Programme Development Cost and IACC Initiatives Cost in the amount of **650,000 USD (Six hundred and fifty thousand US dollars)** to TI-S according to the following agreed upon schedule:
 - First instalment of 120,000 USD (One hundred and twenty thousand US Dollars) by 5 December 2015.
 - Second instalment of 330,000 USD (Three hundred and thirty thousand US Dollars) by 30 April 2016.
 - Final instalment of 200,000 USD (Two hundred thousand US Dollars) by 5 October 2016.
4. The Government of Panama shall manage the local expenditure of the Core Fund and the Participation Fund and TI shall manage the expenditure of the Programme Development Contribution.
5. Within 6 months after the close of the Conference the Government shall produce an audited report of the Core Fund and of the Participation Fund and TI will produce an audited report of the Programme Development Contribution. The reports shall be in English and after completion they will be integrated into a full financial report.
6. **TI-S**, in consultation with **the Government of Panama** and under the guidance of the **IACC Council**, shall be responsible for preparing and implementing the Conference Programme, which shall include the opening ceremony, plenary sessions, parallel workshops, IACC Initiatives and special events. **TI-S** shall work with all parties to this MoU, together with a wide range of international organizations and individuals, to collate suggested topics and shape the final Programme. **TI-S** shall be responsible for the thematic agenda of the Conference. Additionally, **TI-S** shall coordinate the **17th IACC Agenda Shapers**, the advisory body for programme development, which shall consist of a maximum of ten international anti-corruption experts, including a member nominated by the **Government of Panama** and a member nominated by **TI Panama**.
7. **TI Panama** shall support the organisation and promotion of the **17th IACC** at the domestic level as well as provide advice for the design of the **17th IACC agenda** and – as stated above - shall thus have one member on the **17th IACC Agenda Shapers**.
8. **The Government of Panama**, in consultation with **TI-S** and **TI Panama** shall hire and supervise a professional **Conference Organizing Company (COC)** to manage all logistical and hospitality aspects of the Conference. The responsibilities of the Company shall include: local budget preparations and financial reporting, venue renting, hotel pre bookings, marketing, registration of participants, transportation, translation/interpretation, hosting of events, etc. The **COC's** role and responsibilities shall be detailed in the **17th IACC Implementation Plan** to be prepared in accordance with paragraph 9 below.

9. **Venue, date and target attendance**

The 17th IACC shall take place from the 30st to the 3rd of December 2016 and shall last for four days. It shall start with an opening ceremony and shall end on the fourth day with a closing plenary. The Conference venue shall be able to accommodate plenary sessions of up to 1,500 participants, up to eight parallel workshop sessions with a maximum of 200 participants each as well as separate rooms for press conferences, technology hub, the IACC Film Festival, side events and ad hoc meetings as specified in the Implementation Plan.

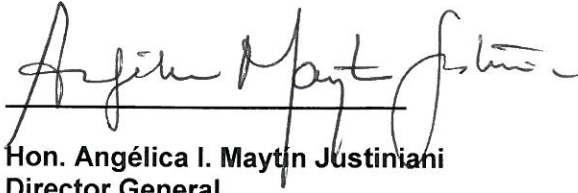
10. This MoU may be amended upon agreement by all Parties in writing. It may only be terminated in writing stating the reasons for termination with a 3 Months previous notice. The Parties will seek to settle amicably and in good faith any disputes that may arise from or related to the interpretation or implementation of this MoU.

The signing of this MoU shall affirm the agreement of all parties to the above. Based on this MoU, **TI-S** shall prepare **the following Annexes to the MoU, which shall become integral parts of this MOU:**

- Annex I: Organisational Chart
- Annex II: Timeline
- Annex III: The Core Fund Final Budget
- Annex IV: Finances
- Annex V: Liability and insurance policy
- Annex VI: Media Policy
- Annex VII: Funding and partnership guidelines

As stated above **TI-S** shall also prepare a detailed **Implementation Plan** to be agreed upon by the parties. The Implementation Plan shall specify into detail the roles and responsibilities of the various bodies involved in the organization of the 17th IACC in accordance with the above listed annexes .

Signatories:



Hon. Angélica I. Maytín Justiniani
Director General
National Authority of Transparency and Access to Information
Government of the Republic of Panama
Location and date: _____



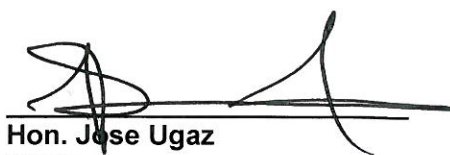
Hon. Ramon Ricardo Arias Porras,
President
Fundación para el Desarrollo de la Libertad Ciudadana
Transparency International National Chapter in Panama

Location and date: _____



Hon. Akere Muna
Chair
IACC Council

Location and date: _____



Hon. Jose Ugaz
Chair
Transparency International Board of Directors

Location and date: _____