



08 04 2019
Memorandum of Understanding
On the 19th IACC

This **MoU** sets out the main responsibilities of the parties organising the **19th IACC in 2020 in Seoul, the Republic of Korea** and defines the basic parameters for the Conference. This MoU specifies the terms and conditions of the Republic of Korea's contribution to Transparency International's work in relation to the 19th IACC.

The parties to this MoU shall consist of

the Government of the Republic of Korea,
represented by the Chairperson of the Anti-Corruption and Civil Rights Commission of
the Republic of Korea
(hereinafter referred to as "**the ACRC**" or "**the Government of the Republic of Korea**");

the International Anti-Corruption Conference Council,
represented by its Chair
(hereinafter referred to as "**the IACC Council**");

Transparency International,
represented by its Chair
(hereinafter referred to as "**TI-S**"); and

Transparency International National Chapter in the Republic of Korea,
represented by its Chair of the Board of Directors
(hereinafter referred to as "**TI Korea**").

1. As stated in the letter dated on August 21 of 2018 signed by **the President of the Republic of Korea** and the official bidding letter dated on May 8 of 2018 signed by **the Chairperson of the Anti-Corruption and Civil Rights Commission of the Republic of Korea, the Government of the Republic of Korea** has committed itself to host the 19th IACC in Seoul, Korea, which will take place from Tuesday 02 to Friday 05, June of 2020. With the endorsement of the **Government of the Republic of Korea, the Anti-Corruption and Civil Rights Commission of the Republic of Korea** shall act as the official national counterpart for the IACC and shall appoint a liaison person(s) for the 19th IACC to act on its behalf. The liaison person(s) shall work with the IACC Team at **TI-S and TI Korea** to prepare and implement the 19th IACC.

2. The Anti-Corruption and Civil Rights Commission (ACRC) shall assume the responsibility for providing in accordance with this MoU the Core Funds of EUR 2,000,000.00 (Two million Euros) which is the basis necessary to secure the holding of the IACC in the Republic of Korea. The Core Funds of EUR 2,000,000.00 will cover expenses related to local costs as well as the Programme Development Contribution of EUR 530,000.00 and IACC Initiatives Contribution of EUR 100,000.00, to be paid to TI Secretariat (cf. para. 3). 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 ACRC of the Republic of Korea. In case where, expenses for holding the conference exceeds the Core Fund provided by the Republic of Korea due to a larger number of participants than expected or other unexpected costs, proceeds from registration fees shall be used to cover these excess costs. The Core Fund shall **a)** cover the local costs related to the Conference: Renting the Conference venue; hiring a Conference Organizing Company (see para. 9), promoting the Conference and other core activities as specified in the implementation plan **and b)** cover the “**Programme Development Contribution**” (PDC), to be paid to **TI Secretariat**. **The parties to this MoU also commit to do efforts in order to raise additional funds** for the Conference “**Participation Fund**” (PF) to support VIP and expert participation as well as broad international attendance, especially from developing countries. The parties to this MoU commit as well to raise funds for the IACC Initiatives, namely the Films 4 Transparency Festival and the Fair Play Anti-Corruption Music Competition and concert.
3. The Republic of Korea shall transfer the Programme Development Contribution of EUR 530,000.00, and the IACC Initiatives Contribution of EUR 100,000.00 to TI-S according to the following agreed upon schedule :
 - First instalment of EUR 315,000.00 by 30 April 2019
 - Second instalment of EUR 315,000.00 by 31 January 2020
 - Due to Won-EUR exchange rate variations, the actual amount transferred may not be the same as the abovementioned amount.
4. Expenses incurred from the contributions made by the Korean Government shall be made in accordance with the criteria of efficiency, effectiveness and economy so as to ensure value for money. Any unspent contribution made by the Korean Government shall be returned to the ACRC upon project completion.
5. **TI-S** shall oversee all expenditure related to the 19th IACC except of the local expenditure of the Core Funds including the hiring of a COC, which shall be overseen by the ACRC.
6. Within 6 months after the close of the Conference the parties to this MoU shall produce an integrated audited report of the finances of the 19th IACC. The report shall be in English.

7. **The IACC Team at TI-S** under the direction of the **IACC Council** and in consultation with **the ACRC**, 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. The IACC Team at **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. The IACC Team at **TI-S** shall be responsible for the implementation of the thematic agenda of the Conference. Additionally, the IACC Team at **TI-S** shall coordinate the **19th IACC Agenda Shapers**, the advisory body for programme design, which shall consist of a maximum of ten international anti-corruption experts, including a member nominated by the **ACRC** and a member nominated by **TI Korea**.
8. **TI Korea** shall support the logistical organisation and local promotion of the **19th IACC** and its initiatives as well as provide advice regarding local themes and priorities for the **19th IACC agenda** and – as stated above - shall thus have one member on the **19th IACC Agenda Shapers**.
9. **The ACRC**, in consultation with the IACC Team at **TI-S** shall hire and supervise a professional **Conference Organizing Company (COC)** to manage all logistical and hospitality aspects of the Conference that are not supplied by the venue, e.g. translations, registration of participants, expert travel and participation etc. The **COC's** role and responsibilities shall be detailed in the 19th IACC Implementation Plan to be prepared in accordance with paragraph 12 below.
10. **Venue, date and target attendance**
The 19th IACC shall take place from 02 to 05 of June, 2020. 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 at least up to 1,500 participants, up to eight parallel workshop sessions with space for 100-200 participants each as well as separate rooms for press conferences, young journalists hub, the IACC Film Festival, side events and ad hoc meetings as specified in the Implementation Plan.
11. 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. Should the host cancel the Conference for reasons outside of **TI-S** control, **TI-S** shall not be held liable for returning any expenses already incurred under the Programme Development Contribution and the IACC Initiatives Contribution. 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.

12. The signing of this MoU shall affirm the agreement of all parties to the above. Based on this MoU, the parties shall prepare and agree **on 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
- Annex VIII: Initiatives (Film/Music/Journalism/Youth)

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 19th IACC in accordance with the above listed annexes.



INTERNATIONAL
ANTI-CORRUPTION
CONFERENCE COUNCIL

Signatories

Un Jong Pak

Un Jong Pak
Chairperson
Anti-Corruption and Civil Rights Commission
Republic of Korea

Location and date: 12.04. 2019

Huguette Labelle

Huguette Labelle
Chair
International Anti-Corruption Conference Council

Location and date: May 8 2019

Delia Ferreira

Delia Ferreira
Chair
Transparency International

Location and date: Berlin 29 April 2019

Lee Sun Hi

Lee Sun Hi
Chairperson
Transparency International Korea

Location and date: 12 April 2019

