

**AGREEMENT BETWEEN
THE GOVERNMENT OF MALAYSIA
AND
THE TRANSPARENCY INTERNATIONAL
ON ORGANIZING
THE 16TH INTERNATIONAL ANTI-CORRUPTION CONFERENCE
2015**

THIS AGREEMENT is made this 13 day of May 2015.

BETWEEN

GOVERNMENT OF MALAYSIA who for the purpose of this Agreement is represented by the Malaysian Anti-Corruption Commission (which is referred to as “the Government” in this Agreement) of the one part.

AND

TRANSPARENCY INTERNATIONAL (which is referred to as the “TI” in this Agreement) of the other part.

The Government and the “TI” may individually be referred to as “Party” or collectively as the “Parties”.

WHEREAS the Government has agreed to be the Host Government for the 16th International Anti-Corruption Conference 2015 (hereinafter referred to as “the Conference”) in Malaysia; and

WHEREAS to ensure the efficient conduct of the Conference, upon the terms and conditions herein contained,

HAVE AGREED as follows:

**ARTICLE I
OBJECTIVE**

1. The Parties, subject to the terms of this Agreement and the domestic laws, rules and regulations and national policies from time to time in force in Malaysia, agree to organize the Conference in Putrajaya International Convention Centre, Putrajaya, Malaysia from 2nd to 4th September 2015; and
2. Each Party agrees to carry out their obligations as listed under this Agreement in ensuring the efficient conduct of the Conference.

**ARTICLE II
IMPLEMENTING AUTHORITY**

The implementing authority for organizing the Conference shall be:

- (i) for the Government the Malaysian Anti-Corruption Commission (“MACC”); and
- (ii) for the TI the Transparency International-Secretariat (“TI-S”).

ARTICLE III
OBLIGATIONS OF THE PARTIES

The obligations of the Parties shall be as follows:

- (i) The Government of Malaysia shall be responsible for:
 - a) finding a conference venue which must be able to accommodate plenary sessions of up to seven hundred fifty (750) participants, four (4) parallel workshops session with the maximum of two hundred fifty (250) participants each, as well as separate rooms for press conferences, side events and ad-hoc meetings;
 - b) providing input and operational guidance in the organization of the Conference; and
 - c) providing the core fund, based on the indicative budget provided under Article IV of this Agreement.

- (ii) The TI in consultation with the Government shall be responsible for:
 - (a) preparing and implementing the conference programme, which shall include the opening ceremony, plenary sessions, parallel workshops, International Anti-Corruption Conference ("IACC") initiatives and special events;
 - (b) collating suggested topics for the formulation of the final programme with the appropriate implementing

- authority(ies), international organizations and individuals;
- (c) professional quality of the Conference; and
 - (d) co-ordinating the Conference 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.
- (iii) The MACC and the TI shall be jointly responsible for drafting an implementation plan, which will include, at the minimum, the detailed provisions on the following:
- (a) the implementation timeline;
 - (b) the detailed breakdown of the core budget;
 - (c) Conference fees, fee waivers; and
 - (d) partnership, fund raising and media relations guidelines.

ARTICLE IV

FINANCIAL ARRANGEMENTS

1. The Government shall provide the core budget of Ringgit Seven Million and Two Hundred Thousand (RM7.2 million) which shall cover:
 - (i) the local costs related to the Conference including renting a conference venue with full conference organizing capacities; hosting side and social events, promoting the

Conference and other related activities;

- (ii) the Programme Development Contribution (“PDC”) in the amount of Three Hundred and Twenty Five Thousand Euro (€325,000) to be paid to TI-S; and
 - (iii) the Conference Participation Fund (“PF”) in the amount of Two Hundred and Fifty Thousand Euro (€250,000) to support the participation of experts and international attendees especially from developing countries.
2. For the purpose of paragraph 1 (ii) above, the Government shall transfer the PDC to TI-S according to the following agreed schedule:
- (i) First installment consisting of One Hundred and Twenty Five Thousand Euro (€125,000) by 30th May 2015; and
 - (ii) Second and last installment consisting of Two Hundred Thousand Euro (€200,000) by 31st July 2015.
3. The payment provided under paragraph 1(i), (ii) and (iii) shall not exceed the core budget of Ringgit Seven Million and Two Hundred Thousand (RM7.2 million).

ARTICLE V

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in

conformity with the respective national laws, rules and regulations of the Parties and with other international agreements to which both Parties are party to.

2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out:
 - (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

ARTICLE VI CONFIDENTIALITY

1. Except with the prior written consent of the Government, the TI and its personnel, agents, servants or employees shall not at any time communicate to any person or body or entity, any confidential information disclosed to him for the purpose of the

provision of the Agreement or discovered by him in the course of the provision and performance of this Agreement, nor shall the TI or its personnel, servants, agents or employees make public any information as to the recommendations, assessments and opinions formulated in the course of or as a result of the provision and performance of the Agreement, nor shall the TI or its personnel, servants, agents or employees make or cause to be made any press statement or otherwise relating to the Agreement or publish or cause to be published any material whatsoever relating to the Agreement without the prior written approval of the Government.

2. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Agreement.

ARTICLE VII FORCE MAJEURE

1. Neither the Government nor the TI shall be in breach of its obligations under this Agreement if it is unable to perform its obligations under this Agreement (or any part of them), other than the payment obligations as a result of the occurrence of an Event of Force Majeure. An "Event of Force Majeure" shall mean:
 - (i) war (whether declared or not), hostilities, invasion, act of foreign enemies;

- (ii) insurrection, revolution, rebellion, military or usurped power, civil war or acts of terrorism;
 - (iii) natural catastrophes including but not limited to earthquakes, floods and subterranean spontaneous combustion or any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions;
 - (iv) nuclear explosion, radioactive or chemical contamination or radiation;
 - (v) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed; and
 - (vi) riot, commotion or disorder, unless solely restricted to employees of the TI or its personnel, servants or agents.
2. Determination of the Force Majeure shall be made solely by the Government.
 3. If an event of Force Majeure occurs by reason of which either Party is unable to perform any of its obligations under this Agreement (or any part thereof), the Party shall inform the other Party immediately of the occurrence of that event of Force Majeure with full particulars thereof and the consequences thereof.
 4. If either Party considers the event of Force Majeure to be of such severity or to be continuing for such period of time that it

effectively frustrates the original intention of this Agreement, then the Parties may agree that this Agreement may be terminated upon mutual agreement of the Parties.

5. If this Agreement is terminated by event of Force Majeure pursuant to the above clause, all rights and obligation of the Parties under this Agreement shall forthwith terminate and neither Party shall have any claim against the other Party and neither Party shall be liable to each other save for any rights and liabilities accruing prior to the occurrence of the event of Force Majeure.
6. Neither Party shall be entitled to rely upon the provisions above if both Parties reasonably determine that an event of Force Majeure has not occurred.
7. For avoidance of doubt, the Parties shall continue to perform those parts of obligations not affected, delayed or interrupted by an event of Force Majeure and such obligations shall, pending the outcome of this clause continue in full force and effect.

ARTICLE VIII

APPLICATION OF LAWS

1. This Agreement shall be governed and construed in accordance with the laws of Malaysia and the Parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

ARTICLE IX
REVISION, MODIFICATION AND AMENDMENT

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Agreement.
2. Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Agreement.
3. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Agreement before or up to the date of such revision, modification or amendment.

ARTICLE X
ARBITRATION

1. If any matter, dispute or claim arising out of or relating to this Agreement or the breach or termination hereof which cannot be agreed upon by the Parties or which cannot be settled amicably by the Parties, the matter, dispute or claim shall be referred to an arbitrator to be agreed between the Parties, and failing such agreement, to be nominated on the application of either Party by the Director General of the Regional Centre for Arbitration in Kuala Lumpur and any such reference shall be deemed to be a

submission to arbitration within the meaning of the Arbitration Act 2005. The decision of the arbitrator shall be final and binding on each of the Parties.

2. Any such arbitration shall be heard at the Kuala Lumpur Regional Centre for Arbitration using the facilities and systems available at the Centre.
3. The reference of any matter, dispute or claim to arbitration pursuant to this Clause and/or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the parties to perform their respective obligations under this Agreement.

ARTICLE XI

ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Agreement shall enter into force on the date of signing and shall remain in force until the completion of this Agreement [which will be until the Conference is concluded], unless terminated earlier in accordance with the provisions hereof.
2. Notwithstanding anything in this Article, and without prejudice to Article VII, either Party may terminate this Agreement by notifying the other Party of its intention to terminate this Agreement by a notice in writing through diplomatic channels, at least thirty (30) days prior to its intention to do so.

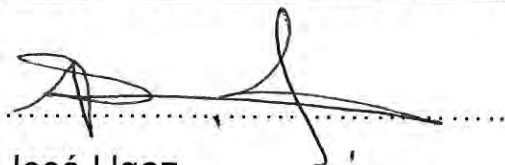
IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first above stated:

FOR THE GOVERNMENT OF MALAYSIA



YB Senator Datuk Paul Low Seng Kuan
Minister

FOR TRANSPARENCY INTERNATIONAL



José Ugaz
Chair of the Advisory Board