Memorandum of Understanding on the Organisation of the 21st International Anti-Corruption Conference

02 June 2023

This Memorandum of Understanding (hereinafter – MoU) sets out the main responsibilities of the parties organising the 21st International Anti-Corruption Conference (hereinafter – IACC) in 2024 in Vilnius, Lithuania and defines the basic parameters for the Conference. This MoU specifies the terms and conditions of the Republic of Lithuania contribution to Transparency International’s work in relation to the 21st IACC.

The parties to this MoU shall consist of

- The Government of the Republic of Lithuania,
- represented by the Acting Director of the Special Investigation Service of the Republic of Lithuania,
- the International Anti-Corruption Conference Council,
- represented by its Chair (hereinafter referred to as “the IACC Council”);
- Transparency International e.V.,
- represented by its Chair (hereinafter referred to as “TI”); and
- Transparency International National Chapter in the Republic of Lithuania,
- represented by one of a delegated Shareholders (hereinafter referred to as “TI Lithuania”).

1. As stated in the official bidding letter dated on November 30, of 2022 signed by the President of the Republic of Lithuania and the follow up letter dated on December 2, of 2022 signed by the Director of the Special Investigation Service of the Republic of Lithuania, the Republic of Lithuania has committed itself to host the 21st IACC in Vilnius, Lithuania, which will take place from the 18th to the 21st of June of 2024. With the endorse of the Government of the Republic of Lithuania, the Special Investigation Service of the Republic of Lithuania (hereinafter referred to as “the Special Investigation Service”) shall act as the official national counterpart for the IACC and shall appoint a liaison person(s) for the 21st IACC to act on its behalf. The liaison person(s) shall work with the IACC Team at Transparency International Secretariat (hereinafter referred to as “TI-S”) and TI Lithuania to prepare and implement the 21st IACC.
2. The Special Investigation Service shall assume the responsibility for providing in accordance with this MoU the Core Funds of up to EUR 3,500,000.00 (Three million and five hundred thousand Euros), which is the basis necessary to secure the holding of the 21st IACC in the Republic of Lithuania. The Core Funds of up to EUR 3,500,000.00 will cover expenses related to local costs as well as the Conference Contribution – the Programme Development Contribution of EUR 560,000.00, IACC Initiatives Contribution of EUR 210,000.00, IACC Team Travel Contribution of EUR 70,000.00 and Marketing Contribution of EUR 25,000.00, to be paid to TI-S (cf. para. 3).

3. The Core Funds shall a) cover the local costs related to the Conference: Renting the Conference venue; hiring a Conference Organizing Company (see para. 13), promoting the Conference and other core activities as specified in the implementation plan and b) cover the “Programme Development Contribution”, IACC Initiatives Contribution, IACC Team Travel Contribution and Marketing Contribution, to be paid to TI-S.

If there are any savings from the Core Funds, they may be used for the Conference “Participation Fund” to support participation of special guests, experts, under-represented groups as well as to broaden international attendance, especially from developing countries.

4. If required, TI-S and TI Lithuania, shall contribute by identifying additional sponsors/donors to cover costs in excess of the costs covered by the Core Funds provided by the Special Investigation Service.

5. The Parties agree that Conference registration fees shall be collected from the participants of the 21st IACC by TI-S, who will mainly use the funds to financially support TI-S and its local National Chapter to communicate and follow up on the Conference outputs, closing all financial aspects of the Conference and reporting back to the host Government during the post conference period.

Collection and administration of Conference registration fees shall be a responsibility of TI-S. The Parties shall agree on a quota for invited guests to participate in the conference free of charge.

Further details regarding registration fees, fee cost recovery purpose and sharing, and 21st IACC fee waivers shall be agreed between the Parties in Complementary agreement I as specified below.

6. The Special Investigation Service shall transfer the Programme Development Contribution of EUR 560,000.00, the IACC Team Travel Contribution of EUR 70,000.00, IACC Initiatives Contribution of EUR 210,000.00 and Marketing Contribution of EUR 25,000.00 as specified in para. 2, to TI-S according to the following agreed upon schedule:

- First instalment of EUR 305,000.00, or 33% of the Conference Contribution, plus 100% of Marketing Contribution by 30th of June 2023
- Second instalment of EUR 280,000.00, or 33% of the Conference Contribution, by 31st of January 2024
- Third and final instalment of EUR 280,000.00, or 33% of the Conference Contribution, by 31st of May 2024

7. The Special Investigation Service shall oversee all expenditure from the Core Funds to cover the local costs related to the Conference: Renting the Conference venue; hiring a Conference Organizing Company (see paragraph 13), and other core activities as specified in the implementation plan.
8. TI-S shall oversee all expenditure from the Core Funds for the Programme Development Contribution, the IACC Initiatives Contribution, the IACC Team Travel Contribution and Marketing Contribution, as well as any other additionally raised funds related to the 21st IACC.

9. The Parties to this MoU shall produce an integrated audited report of the finances of the 21st IACC no later than the last working day of April 2025. The report shall be in English and published online.

10. The IACC Team at TI-S under the direction of the TI Management and the IACC Council and in consultation with the Special Investigation Service and TI Lithuania, 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, shape and run the final Programme. The IACC Team at TI-S shall be responsible for the design and running of the thematic agenda of the Conference. Additionally, the IACC Team at TI-S shall coordinate the 21st IACC Agenda Shapers, an advisory body for programme design, which shall consist of a maximum of ten international anti-corruption experts, including a member nominated by the Special Investigation Service and a member nominated by TI Lithuania.

11. TI Lithuania shall support the 21st IACC and its initiatives, logistical organisation, national level promotion, as well as promotion through their international networks. It shall also provide advice regarding local themes and priorities for the 21st IACC agenda and – as stated in paragraph 10 – shall have one member on the 21st IACC Agenda Shapers.

12. The theme of the 21st IACC: the Conference theme shall be chosen by the IACC Council in consultation with the signatories of this MoU. The IACC Council shall endeavour to reach consensus with the signatories of this MoU.

13. The Special Investigation Service, in consultation with the IACC Team at TI shall hire and supervise a professional Conference Organizing Company 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. The Conference Organizing Company’s role and responsibilities shall be detailed in the 21st IACC Implementation Plan to be prepared in accordance with paragraph 19 below.

14. Venue, date and target attendance
The 21st IACC shall take place from the 18th to the 21st of June of 2024. 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, screenings, side events and ad hoc meetings as specified in the Implementation Plan.

15. This MoU shall come into effect on the date of signature and shall remain in force until all commitments foreseen in this MoU are fulfilled or it is terminated. 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 notice of 6 months. 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

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Conference 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.

16. Data protection
The Parties shall comply with all applicable requirements of the General Data Protection Regulation (EU) 2016/679 (hereinafter – GDPR) and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data. The Parties must ensure that appropriate technical and organisational measures are in place to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.

When transferring personal data outside of the EEA appropriate transfer mechanisms in line with GDPR requirements must be put in place to enable the lawful transfer of personal data across borders.

17. The signing of this MoU shall affirm the agreement of all Parties to all of its content as well as to the Indicative Conference Budget (distribution of Core Funds).

18. With the purpose to further guide different areas of work and based on the experience of previous IACCs, in addition to this MoU, the Parties shall prepare and agree on the following Complementary Agreements after the signature of this MoU. The purpose of the Complementary Agreements is to further clarify areas of work and coordination in the planning, running, and closing of the 21st IACC. Therefore, they shall not contradict this MoU. The following complementary agreements shall be agreed upon by the Parties in writing:

- Complementary agreement I: Registration fees, Fee cost recovery purpose and sharing, and 21st IACC fee waivers.
  In the agreement, the Parties shall agree on the rate, collection, administration of the fees and redistribution of registration fee income, as well as on the fee waivers quota.

- Complementary agreement II: Liability and insurance policy.
  In the agreement, the Parties shall agree on contractual terms and disclaimers between them and the Conference participants.

- Complementary agreement III: Media strategy and press relations.
  In the agreement, the Parties shall agree on the provisions on media/press accreditation and handling the media before, during and after the Conference.

- Complementary agreement IV: Funding and partnership guidelines.
  In the agreement, the Parties shall agree on the principles of additional fundraising and partnership building for any activity related to the Conference.

The Parties may enter into further complementary agreements where necessary.

19. TI-S, after the signature of this MoU, shall prepare a detailed Implementation Plan to be agreed upon by the Parties. The Implementation Plan shall specify in detail the roles and responsibilities of the various bodies involved in the organization of the 21st IACC in accordance with this MoU and the Complementary Agreements.

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20. Conference Indicative Budget

<table>
<thead>
<tr>
<th>Item</th>
<th>Detail</th>
<th>Item Cost with 1,500 Participants</th>
<th>Comments / Expenditure Date</th>
<th>Budget line</th>
</tr>
</thead>
<tbody>
<tr>
<td>Venue rental and standard equipment.</td>
<td>Standard mobiliary, WiFi, standard security and emergency services, other services provide by the venue. Rental for up to 4 days plus 2 days of set-up and dismantling. Requires a plenary room, up to 8 break out rooms for 150-200 people each, support rooms for press centre, Host and IACC teams, VIP holding room, space for evening social events, registration and accreditation, 1 room for the film festival.</td>
<td>820,000,00</td>
<td>venue reservation fee (approx. 50,000 EUR) to be paid in 2023, rest amount in 2024</td>
<td>Core funds</td>
</tr>
<tr>
<td>Plenary and break out rooms set up</td>
<td>Special sound, lights, video and sound recording (including for global streaming), stationary, special mobiliary, others not provided by the venue.</td>
<td>250,000,00</td>
<td>2024</td>
<td>Core funds</td>
</tr>
<tr>
<td>Plenary recordings</td>
<td>Includes live recordings. Editing and inclusion of graphics, sound mixing.</td>
<td>5,000,00</td>
<td>2024</td>
<td>Core funds</td>
</tr>
<tr>
<td>Travel support for special guests / plenary speakers</td>
<td>Includes high level guests and plenary speakers that cannot be financed by their organisations, with a focus on CSO's, academia, journalists and youth from the south. Also includes the IACC Council, TI leadership and special guests to be agreed by the host and TI. Includes Flights, hotel nights (5 max) and land transportation for Airport-Hotel Airport and the venue segments.</td>
<td>200,000,00</td>
<td>2024</td>
<td>Core funds</td>
</tr>
<tr>
<td>Flights and hotels for workshop panelists</td>
<td>Support for experts that are part of workshops that have been approved and included in the 20th IACC agenda. Included flights (economy) and hotel nights (5 maximum) and airport-hotel-airport transportation. Calculated at 5,000 EUR MAX per person.</td>
<td>250,000,00</td>
<td>2024</td>
<td>Core funds</td>
</tr>
<tr>
<td>Conference virtual platform</td>
<td>Hiring of a professional virtual conferencing company and its platform to host 10,000 people. The platform consists of a 10,000 people virtual plenary room, up to 10 virtual webinar rooms, all with translation, transcript and recording capacity. Each session should offer chat, discussion boards and poll facilities as well as capacity to stream videos, upload presentations etc. The platform shall also include: Multilanguage capacity, face to face and virtual registration as well as the participants online profile page. The platform would stream live the face to face sessions taking place in the venue.</td>
<td>120,000,00</td>
<td>2024</td>
<td>Core funds</td>
</tr>
<tr>
<td>Simultaneous translations</td>
<td>Simultaneous translations for plenaries (6 UN languages), and for workshops and press conferences (2 languages Host language and English), includes translators, technical/IT set up.</td>
<td>70,000,00</td>
<td>2024</td>
<td>Core funds</td>
</tr>
<tr>
<td>Workshop streaming for virtual conference</td>
<td>Includes video cameras, IT hardware, dedicated bandwidth and engineers. Estimated at 1,000 EUR per session with up to 70 sessions.</td>
<td>70,000,00</td>
<td>2024</td>
<td>Core funds</td>
</tr>
<tr>
<td>Marketing</td>
<td>Virtual Fliers &amp; Brochures, paid campaigns in social media, creation of social media graphics.</td>
<td>25,000,00</td>
<td>2023 (please see the cell below)</td>
<td>Core funds (Marketing Contribution)</td>
</tr>
</tbody>
</table>
Programme Development Contribution payable to TIS (PDC)

<table>
<thead>
<tr>
<th>560.000,00</th>
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</thead>
</table>

Includes staff costs for 1.5 full year: programme research and design; global outreach, stakeholder relations, communications, Agenda Shapers and IACC Council Secretariat management, e-logistics support and overview for the face to face logistics, conference organising company and venue supervision.

Programme Development Contribution (EUR 560.000,00), IACC Team Travel Contribution (EUR 70.000,00), IACC Initiatives Contribution (EUR 210.000,00) and Marketing (EUR 25.000,00) to be paid:

- **First instalment of EUR 305.000,00, or 33% of the Conference Contribution plus the 100% of Marketing by 30th of June 2023**
- **Second instalment of EUR 280.000,00, or 33% of the Conference Contribution, by 31st of January 2024**
- **Third and final instalment of EUR 280.000,00, or 33% of the Conference Contribution, by 31st of May 2024**

Core funds (Programme Development Contribution)
<table>
<thead>
<tr>
<th>Transportation of participants from Hotel to IACC venue &amp; back</th>
<th>To ensure regular bus line from city center (hotels) to the Conference venue</th>
<th>60,000,00</th>
<th>2024</th>
<th>Core funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>IACC Team and TI-S support teams travel</td>
<td>Travel and accommodation for IACC team, TI support staff &amp; Board to host country.</td>
<td>70,000,00</td>
<td>Please see explanation next to expenditures of the Programme Development Contribution payable to TI-S (PDC)</td>
<td>Core funds (IACC Team Travel Contribution)</td>
</tr>
<tr>
<td>Social events at the same venue (post conference drinks and food)</td>
<td>2 social events are considered: Welcome cocktail and farewell reception. Includes cocktail type set up with light food and alcoholic beverages, catering, decor, clean up.</td>
<td>150,000,00</td>
<td>2024</td>
<td>Core funds</td>
</tr>
<tr>
<td>Catering</td>
<td>Coffee breaks and lunches</td>
<td>250,000,00</td>
<td>2024</td>
<td>Core funds</td>
</tr>
<tr>
<td>Registration and accreditation</td>
<td>For the face to face segment of the conference a registration and accreditation company will coordinate with the virtual platform company in order to manage the face to face registration user support function and the accreditation (including production of badges and other material to be provided to the participant). It is estimated that the cost would be 30 EUR per participant.</td>
<td>50,000,00</td>
<td>2024</td>
<td>Core funds</td>
</tr>
<tr>
<td>24/7 dedicated virtual support for online participants</td>
<td>Support for registration, profile creation, password management, &quot;how to&quot; assistance and bespoke support for session speakers and coordinators</td>
<td>60,000,00</td>
<td>2024</td>
<td>Core funds</td>
</tr>
<tr>
<td>Printed visibility and participant material for face to face conference</td>
<td>Includes printed programme, badges, notebooks, flyers, posters, photo wall and banners/roll-ups.</td>
<td>100,000,00</td>
<td>2024</td>
<td>Core funds</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Organising company fees</th>
<th>To coordinate and implement all logistics, AV’s, F&amp;B logistics, manage the registration and accreditation services for the face to face conference.</th>
<th>80,000,00</th>
<th>2024</th>
<th>Core funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>IACC Initiatives / IACC Series Web</td>
<td>To coordinate and implement logistics for the IACC initiatives taking place at the 21st IACC including the management and updating of the IACC Series Website.</td>
<td>210,000,00</td>
<td>2024</td>
<td>Please see explanation next to expenditures of the Programme Development Contribution payable to TI-S (PDC)</td>
</tr>
<tr>
<td>Incidentals</td>
<td>Any unforeseen expenses</td>
<td>100,000,00</td>
<td>2024</td>
<td>Core funds</td>
</tr>
<tr>
<td></td>
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<tr>
<td>TOTAL SUM (EUR)</td>
<td></td>
<td>3,500,000</td>
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</tbody>
</table>

Signatories

Jovitas Raškevičius  
Acting Director of the Special Investigation Service of the Republic of Lithuania

Location and date: Ottawa, 6 June 2023

Huguette Labelle  
Chair  
International Anti-Corruption Conference Council

Location and date: Ottawa, 6 June 2023
Delia Ferreira
Chair
Transparency International

Location and date: Buenos Aires, 06 June 2023

Rūta Žiliukaitė
Delegated Shareholder
Transparency International Lithuania

Location and date: Vilnius, 5 June 2023