



**MEMORANDUM OF UNDERSTANDING ON COOPERATION IN THE  
PREVENTION OF AND FIGHT AGAINST CORRUPTION**

**between**

**the National Anti-Corruption Commission of the Kingdom of Thailand**

**and**

**the Office of the Ombudsman of the Philippines**

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The National Anti-Corruption Commission of the Kingdom of Thailand (NACC), a constitutionally mandated autonomous law enforcement agency established under the Thai Constitution as the primary body responsible for combating and preventing public corruption in Thailand,

**and**

The Office of the Ombudsman (OMB), a constitutional body mandated under the 1987 Philippine Constitution and Republic Act No. 6770 (The Ombudsman Act of 1989) as the Protector of the People and the lead agency in the fight against graft and corruption with the ultimate goal of improving accountability, transparency and efficiency in the government

hereinafter referred to as the "Parties", are entering into this Memorandum of Understanding (MoU) to jointly foster international cooperation in the prevention of and fight against corruption through the efficient and effective sharing and exchange of information and intelligence.

**A. Purpose of the Memorandum of Understanding**

The Kingdom of Thailand and the Republic of the Philippines, both being signatories and States Parties to the United Nations Convention against Corruption (UNCAC), guided by Article 48 thereof, which strongly encourages States Parties to the Convention to enter into arrangements on direct cooperation between their law enforcement agencies based on the

foundation of mutual trust, respect and interest have drawn up this MoU to jointly foster and enhance international cooperation in the field of anti-corruption.

This MoU is not intended to create any obligation contrary to, or to modify any obligation arising from, the legal and policy framework or mandate of either Party. In the event of an inconsistency between the MoU and the legal and policy framework of either Party, the latter shall prevail.

## **B. Areas of Cooperation**

Consistent with their respective domestic legal and administrative systems, as well as to the extent possible with regard to the availability of means and resources, the Parties decide to cooperate and consult closely with each other in providing the following forms of assistance, inter alia:

- To share with each other either voluntarily or upon request, relevant information for preliminary fact inquiry, detection, substantiation and prevention of corruption;
- To facilitate exchange of information which has been lawfully obtained and may be legally shared by the Requested Party;
- To assist in the identification and whereabouts of person/s of interest;
- To perform or coordinate non-coercive fact-finding activities in the jurisdiction of the Requested Party;
- To share knowledge on effective investigative techniques and best practices to carry out information gathering and intelligence operations for the purpose of detecting corruption-related offences;
- To extend to each other invitations to meetings, conferences, seminars and workshops that are aimed at enhancing the investigative capacity of their law enforcement officers to collect, manage and process information and intelligence.

## **C. Costs**

The parties will agree on a specific financial arrangement prior to carrying out an activity, program or project undertaken in fulfillment of this MOU. Such arrangement shall be in accordance with the legal and policy framework of both Parties.

## **D. Confidentiality and Permitted Uses of Information**

The Parties will insure the confidentiality of the information exchanged between them and will not disclose it to a third party without the written consent of the Party that provided the information.

Any information or documents obtained under this MoU will be used primarily as operational intelligence for conducting preliminary inquiries (fact-finding) into corruption or related offences. Information or evidence obtained under this MoU will not be used for any purposes other than those described in the request without the prior consent of the disclosing Parties.

The commitments of the Parties under this Paragraph will survive the expiration or termination of this MoU.

#### **E. Entry into Effect, Modification and Cancellation**

This MoU will come into effect on the day on which it has been duly signed by the authorized representatives of both Parties.

Upon the request of either Party, consultation may be held immediately in order to address the need for any modification of this MoU. Any such amendment will come into effect on the date of the signing by the representatives of the Parties of an official document executed for the purpose.

Either Party may discontinue this MoU at any time by informing the other Party, in writing, of its intention to terminate the MoU. The MoU will be terminated thirty (30) days after the receipt of such notification by the other Party.

This MoU embodies the mutual cooperation between the National Anti-Corruption Commission of the Kingdom of Thailand and the Office of the Ombudsman of the Philippines on the matters referred to herein which are relevant to their efforts in the prevention of and fight against corruption.

SIGNED in duplicate in Bangkok, on 13 June 2014 in the English language.

**For the National Anti-Corruption Commission  
of the Kingdom of Thailand**



**PANTHEP KLANARONGRAN**  
President

National Anti-Corruption Commission of Thailand

**For the Office of the Ombudsman of the  
Philippines**



**CONCHITA CARPIO MORALES**  
Ombudsman

Office of the Ombudsman of the Philippines