



Memorandum of Understanding

Between the Integrity Vice Presidency of The World Bank Group and the Philippine Office of the Ombudsman

A. Purpose of the Memorandum of Understanding

The Office of the Ombudsman of the Philippines, and the Integrity Vice Presidency (INT) of the World Bank Group, hereinafter jointly referred to as “the Parties,” intend to cooperate within the scope of their respective mandates.

This Memorandum of Understanding (MOU) sets out in writing the Parties’ understanding as to the practical modalities of their working relations. It is not intended to modify, or create any obligation contrary to, the legal and policy framework of either Party and its respective mandate. In the event there is any inconsistency between this MOU and the legal and policy framework of either Party, the latter shall govern.

B. Terms of Cooperation

With the view of facilitating the effective discharge of their respective mandates, the Parties will cooperate closely, as appropriate, with each other and consult each other on a regular basis on matters of mutual interest, in particular:

- to provide one another (spontaneously (*motu proprio*) or upon request) with information of relevance for the detection, substantiation and prevention of fraud and corruption in connection with conduct which may constitute a serious crime under national legislation or a sanctionable offence under World Bank Group rules and policies;
- to undertake joint activities and collaborate when appropriate in each Party’s efforts to detect, substantiate and prevent fraud and corruption;

- to engage one another on relevant activities which they organize and undertake, and which may be of common interest in the discharge of their mandates;
- to provide a mechanism for the reciprocal referral of inquiries and recommendations pertaining to investigations and actions residing within the mandate and jurisdiction of the respective parties;
- to designate contact points to facilitate and expedite the effective and confidential transmission of information exchanged; and
- to meet periodically to identify possible priority areas for cooperation that present common strategic or operational objectives.

C. Confidentiality and Communication of Information to Third Parties

Any information provided by one Party to the other will be considered strictly confidential and will only be disseminated within the organization on a strict 'need to know' basis; *provided, however*, that one Party may, on an exceptional basis, request the other Party's consent to dissemination of particular information in specified instances and for specified purposes.

Nothing in this Article shall prevent either Party from using the information provided by the other Party to develop independently its own evidence for use in any manner not inconsistent with this Agreement, including (but not limited to) in support of sanctions or other corrective or remedial action. Such evidence may be shared with third parties in accordance with legal requirements, policies and procedures of the respective Parties.

D. Privileges and Immunities

The activities carried out on the basis of this MOU shall be without prejudice to the respective privileges and immunities of each Party, which are specifically reserved and which may be invoked at any time.

E. Effectivity

This MOU will enter into force on the date of its signature by the Vice President, INT, of the World Bank Group and the Ombudsman of the Philippines.

Dated: June 6, 2012



Leonard F. McCarthy
Vice President, Integrity Vice Presidency
The World Bank Group



Conchita Carpio Morales
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