

AGREEMENT BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

(through its Department of Justice represented herein by Dr. A .M. Omar in his capacity as Minister of Justice)

AND TRANSPARENCY INTERNATIONAL - SOUTH AFRICA

(as represented herein by its Chairman, Vusi Mavuso)

AND THE INTERNATIONAL ANTI-CORRUPTION COUNCIL

(as represented herein by Transparency International (TI) of Berlin, Germany through its Chairman, Peter Eigen)

AND STIAAN VAN DER MERWE

as trustee on behalf of a company to be incorporated

REGARDING THE ARRANGEMENTS FOR

THE NINTH INTERNATIONAL ANTI-CORRUPTION CONFERENCE

TO BE HELD IN DURBAN, SOUTH AFRICA

OCTOBER 1999

PREAMBLE

The Government of the Republic of South Africa through its Department of Justice as represented herein by the Minister of Justice (hereinafter referred to as of the “Department” and “the Minister” respectively),
and Transparency International South Africa as represented by its Chairperson, Vusi Mavuso (hereinafter referred to as "TI - SA");
and the International Anti-Corruption Conference Council as represented by its secretariat, Transparency International (TI) of Otto-Suhr-Allee 97-99, Berlin, Germany represented by its Chairman, Peter Eigen (hereinafter referred to as “the Council”);
and Stiaan van der Merwe as trustee on behalf of a Section 21 company to be incorporated (hereinafter referred to as “the company”)

HEREBY AGREE as follows:

ARTICLE 1

DATE AND PLACE OF THE CONFERENCE

The Ninth International Anti-Corruption Conference (hereinafter referred to as "the Conference"), shall be held in Durban, South Africa, at the International Convention Centre, from the 10th to the 15th of October 1999.

ARTICLE 2

OBJECTIVES OF THE CONFERENCE

The objectives of the Conference are -

2.1 to stimulate the global exchange of experience and methodology in fighting and combating corruption and foster international co-operation among citizens and institutions from all parts of the world;

2.2 to help to develop personal relationships between all those involved in combating corruption by providing a major opportunity for face-to-face dialogue and direct liaison.

ARTICLE 3

DUTIES OF THE DEPARTMENT

3.1 The Minister shall act as the host for the conference on the terms and conditions set out in this agreement.

3.2 The role of the Department shall be to act as a full partner in the undertaking to host the conference subject to the financial safeguards set out in paragraph 10.

3.3 The Minister shall appoint an Organising Committee whose task shall be to assist with the planning and general oversight of the arrangements for the conference.

3.4 The Minister shall chair the Organising Committee. He shall designate an alternate to represent him and to chair the Committee when he is not present.

3.5 The Organising Committee shall consist of at least twenty but not more than twenty-five members including representatives from the public sector, private sector and civil society and representatives of the Department of Justice.

3.6 An Executive Committee of the Organising Committee, consisting of at least three but not more than five persons, shall be charged with the day-to-day decision making.

3.7 The Department will use its good offices to promote attendance at the Conference in all appropriate ways.

ARTICLE 4

DUTIES OF TI-SA

4.1 TI-SA shall forthwith , as a TI-SA Special Project, incorporate a section 21 Company, with two TI-SA personalities as nominal shareholders and whose directors shall include at least one member of the Organising Committee.

4.2 TI-SA shall supply to the company, and be reimbursed for, such logistics (including office space) as the company may require.

4.3 Pending formal incorporation of the company TI-SA shall engage the services of a conference manager as trustee on behalf of the company. The manager shall have responsibility for the day-to-day preparations of the conference and shall service the Organising Committee, the Executive Committee and such

sub-committees as may be established. As manager of a TISA Special Project, such manager shall report to TI-SA.

ARTICLE 5

DUTIES OF THE COMPANY

5.1 The Conference shall be organised by the company.

5.2 The company shall be responsible for the execution of all the arrangements for the conference, including the entering into of all contracts (whether written or otherwise) and publication of a selected number of papers and of the principle speeches at the conclusion of the Conference.

5.3 The company shall be guided by advice from the Organising Committee and, as appropriate, by the Council.

5.4 Forthwith upon incorporation the Board of Directors of the new section 21 company shall formally adopt this agreement and the contracts entered into by trustees on its behalf.

ARTICLE 6

DUTIES OF THE COUNCIL

6.1 The Conference is held under the auspices of the Council. The Secretariat servicing the Council is provided by Transparency International (TI) in Berlin.

6.2 The Council shall assist in the promotion of the Conference in all practical ways, including promotion through its web site and in other ways, fundraising, advice on programme content and suggestions for keynote and other speakers.

6.3 The Academic Committee of the Council shall assist in the organization of the conference by ensuring that the quality of the papers submitted for presentation accords with high international standards of excellence. Modalities will be worked out with the relevant sub-committee of the Organizing Committee. The Academic Committee will co-opt a number of distinguished South African academics to assist it in this task, and will include South African representation on the Committee for future conferences.

ARTICLE 7

FINANCIAL ARRANGEMENTS

7.1 The Executive Committee shall work with the Council to generate funding for the conference. The Department shall support these efforts as and when this is appropriate.

7.2 The company shall bear all legal and financial rights and obligations for the conference. It shall obtain insurance coverage in respect of eventual shortfalls for unforeseen reasons.

7.3 The Department and the Government of South Africa assumes no responsibility for the funding and financial management of the conference which is entirely the responsibility of the company.

7.4 The Council and the company shall each establish special accounts for the Conference finances.

7.5 Funding provided by international donors for the preparation of the Conference shall be received by Transparency International and shall be shared with the company in accordance with itemised budgets to be agreed between the Council and the Executive Committee. Once agreed, the budgets shall only be varied by agreement. In order to enhance the transparency and accountability of the financial processes, the Council shall be entitled to receive on behalf of the conference all moneys (other than registration fees) contributed to the conference but may direct that certain moneys, or categories of payments (e.g. local sponsorship arrangements), be paid to the company directly. Special arrangements will be entered into between the Council and the company to ensure a swift and efficient management of funds.

7.6 TI-SA shall provide such seed money as it is able for arranging the Conference until donor funds are received and shall be reimbursed by the company in respect of these. TI-SA shall ensure that proper records are kept of all payments made from seed money and shall provide a projection of future expenses to the Executive Committee and the IACC Council.

7.7 TI-SA, the company and the Council shall keep proper accounts of all income and expenditure of the Conference. The accounts will be independently audited. The Council shall then consolidate the accounts and provide them to donors and all other interested parties.

7.8 At the conclusion of the Conference the company will pay to the Council the agreed levy of \$US 50 per fully paid-up delegate (which will abate pro rata for

delegates on concessional registration fees). It shall also, to the extent that finances permit, refund to the Council such moneys as have been raised by the Council as seed money for the preparation of the conference. Such moneys, if any, shall be held by the council upon trust for use in succeeding conferences in the IACC series upon the same terms and conditions as herein. Any remaining surplus shall accrue to the credit of TI-SA for use with the approval of the Department in activities serving the same objectives as the conference.

7.9 While the parties agree that it is appropriate for aspects of the conference to be sponsored by private sector and other interests, it is also agreed that specific sponsorship arrangements need to be handled in a sensitive and careful manner. To this end the parties agree to consult before final decisions to allow specific sponsorship are taken.

7.10

ARTICLE 8

CONFERENCE PROGRAMME, TARGET AUDIENCE/PARTICIPANTS, SPEAKERS AND PANELISTS

8.1 The Organising Committee shall be responsible for developing the conference programme and identifying target audience/participants, speakers and panelists and shall work in consultation with the Council.

8.2 The programme will be finalised in consultation with the Council.

ARTICLE 9

LIAISON BETWEEN THE PARTIES

9.1 All the parties hereto shall liaise closely in the spirit of mutual cooperation and support.

9.2 All the parties shall keep each other fully informed as regards all income and expenditure in respect of the Conference.

ARTICLE 10

LIABILITY

10.1 The company shall indemnify and hold harmless the Minister, the Department and its officials against all actions, claims, damages, costs and expenses arising out of the Conference.

10.2 Nothing in this agreement confers upon any party or person any right or authority to create obligations of any kind with respect to the Department whether in respect of third parties or otherwise.

ARTICLE 11

FINAL PROVISIONS

11.1 This Agreement may be amended by written agreement between the parties.

11.2 This Agreement shall enter into force immediately upon signature and shall remain in force for the duration of the Conference and for such period thereafter as is necessary for all matters relating to any of the provisions to be settled.

SIGNED this

day of

at

in quadruplicate.

For the Government of
the Republic of South Africa

For TI-SA

For the Council

For a company to be incorporated by.....

ENDS