

CII Information Sharing Framework

PREAMBLE

The Conference of International Investigators (CII) has endorsed 'Uniform Principles and Guidelines for Investigations' ("Investigation Guidelines"),¹ that reference in paragraphs 25 to 26 the potential sharing of information among international Investigative Offices.² This arrangement seeks to provide a framework for applying these principles, and to facilitate the responsible and expeditious sharing of information, particularly among those multilateral Organisations without existing procedures or applicable bilateral agreements.

Timely information sharing among participating Organisations may help to:

- Protect donor/member state and Organisations' funds and resources;
- Combat misconduct, prohibited and/or illegal activities, through prevention, detection and substantiation;
- Enhance inter-organisational cooperation; and
- Identify emerging risk areas and lead to new initiatives.

The framework described herein is not legally binding but provides for the sharing of information between the investigation office of the party providing it (the 'Supplying Party') and the one receiving it (the 'Receiving Party').

All parties are encouraged to consider whether the proactive sharing of information could be of benefit to any other potential Receiving Party. However, information sharing in the context of this arrangement shall not be compulsory in any way but may remain an option for any Supplying Party to deploy at its sole discretion.

Where the Supplying Party shares information, it remains responsible for ensuring that it complies with its own disclosure requirements, including any applicable laws, policies, regulations, contractual obligations and agreements.

SCOPE OF ARRANGEMENT

1. Inter-organisational agreements such as Memoranda of Understanding already exist among various CII participating Organisations. This separate arrangement is intended to facilitate the timely and effective sharing of information between Organisations without existing bilateral mechanisms and/or the time or resources to implement them. Only multilateral Organisations that participate in the CII may be a party to this arrangement. This arrangement does not apply to or otherwise affect any other information sharing that parties undertake, whether pursuant to separate agreements or informally among themselves.
2. This arrangement envisages the sharing primarily of investigative or operational information pertaining to misconduct, prohibited and/or illegal activities. This is intended to help the Receiving Party to identify, prevent, investigate or otherwise respond to such activity. However, this arrangement does not specify the types of information that may or

¹ The Investigation Guidelines were endorsed by the Fourth CII in 2003. The second edition was endorsed by the Tenth CII in 2009.

² Consistent with the Investigation Guidelines, "Organisation" includes all institutions participating in the CII, and "Investigative Office" refers to the units or functions of an Organisation mandated to investigate allegations of wrongdoing—as defined by the Organisation—within the Organisation or associated with its projects and activities.

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may not be shared, and may also include any other type of information agreed upon by the respective parties, e.g. best practices, policies, etc.

3. The arrangement does not supersede any existing bilateral or multilateral agreements between the participating Organisations, and it is not intended to create any obligations under international, European Union / other regional, or national law, to modify any existing legal rules, policies or to interfere with the legal frameworks governing the participating Organisations.
4. Nothing in this arrangement shall prejudice any Organisation's privileges and immunities.

VOLUNTARY AND NON-BINDING NATURE OF THE ARRANGEMENT

5. Being a party to this arrangement does not create any obligation or expectation to share information, or to the frequency or quantity thereof. The arrangement creates a framework where the Supplying Party may opt to provide information to others on an ad-hoc basis. The decision on whether to supply information, either on request or proactively, as well as the content, timing, and any other terms (beyond those specified herein) remain entirely at the discretion of the Supplying Party.
6. The provision of information from the Supplying Party to the Receiving Party shall not create any obligation or expectation of reciprocity, unless otherwise agreed between the parties.

BASIC TERMS

7. All material is to be supplied on an 'information only' basis unless otherwise agreed. No information is to be disseminated beyond the Receiving Party or otherwise used or disclosed without the prior written permission of the Supplying Party. If the Receiving Party wishes to use or further transmit the information, it may only do so either by obtaining the prior written consent of the Supplying Party, or by obtaining the information from other sources instead (see also paragraph 13).
8. The method for sharing information should be agreed among the Supplying and Receiving Parties, but consideration should always be given to the sensitivity of the material. Confidential information should be transmitted in a secure manner.

RESPONSIBILITIES OF THE RESPECTIVE PARTIES

9. The Supplying Party is responsible for verifying that the potential Receiving Party is a participant to this arrangement. If any party has reservations about the signatory status, credentials, abilities or any other matter relating to any other Organisation, then even if both have signed up to the arrangement, neither is obliged to supply information to the other.
10. The Supplying Party is responsible for ensuring that it has the right to share any information in accordance with its own applicable regulations and policies. It remains responsible for adhering to any relevant provisions on confidentiality, due process and data protection, as well as applicable legal and investigative safeguards that applies to it.
11. The Supplying Party is not obliged to guarantee the validity of any information provided, but undertakes to act in good faith and take due professional care in enabling the Receiving Party to understand the nature, reliability, accuracy and completeness of the information it is providing, to the extent possible. The Receiving Party is however responsible for undertaking its own assessment of the information received.

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12. The Receiving Party undertakes to handle and protect the information with due professional care, and to abide by the basic terms specified in paragraphs 7 and 8, as well as any others specified by the Supplying Party.
13. If the Receiving Party makes a request to a Supplying Party for information but is or may be unable to comply with any of the basic terms specified in paragraph 7 (whether because of statutory obligations or other actual or anticipated reasons), it undertakes to inform the Supplying Party of such conditions at the time of making the request for information. Similarly, if the Supplying Party wishes to provide information proactively, it should consider whether the Receiving Party is able to ensure that the information is handled appropriately, and it may seek relevant assurances in advance of supplying any information. In either case, the Supplying Party can then decide whether it is in a position to share information and may waive or modify any of the terms herein at its sole discretion. The Supplying Party may also stipulate alternative or additional terms or assurances as a pre-condition of sharing information.

FAILURE TO OBSERVE TERMS

14. In the event that the Receiving Party fails to observe any of the terms specified herein or otherwise agreed with the Supplying Party (whether through its own handling of the information or unforeseen legal decisions or consequences), it undertakes to inform the Supplying Party immediately once it becomes aware of the non-observance thereof.
15. Disputes concerning non-observance of this arrangement are to be addressed directly between the parties themselves. The parties undertake not to involve the Secretariat of the Conference of International Investigators in any dispute.

OTHER PROVISIONS

16. Any multilateral Organisation participating in the CII may elect to become a party to this arrangement at the written request of an appropriately authorised official.
17. Each participating Organisation should designate a point of contact. A list of signatory Organisations and points of contact maintained by the CII Secretariat shall be available on request.
18. Any participating Organisation may cancel its participation with immediate effect at any time by written communication to the CII Secretariat. Any former participating Organisation remains responsible for continuing to abide by any terms it has agreed to for any information already received under this arrangement.
19. In addition to this framework arrangement, the CII may develop and publish supporting documents including optional forms to accompany any sharing of information.