



A.N.AC.

Autorità Nazionale Anticorruzione



MEMORANDUM OF UNDERSTANDING

to promote integrity and transparency

between

The Italian National Anti-Corruption Authority (A.N.AC.)

and

The Organization for Economic Co-operation and Development (OECD)



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Preamble

The Organisation for Economic Co-operation and Development (the “OECD”) is at the forefront of work on preventing corruption and promoting integrity around the globe. OECD anti-corruption initiatives include the “Convention on Combating Bribery of Foreign Public Officials in International Business Transactions”, and specifically concerning public procurement, the 2015 OECD Recommendation on Public Procurement¹, the 2009 Principles for Integrity in Public Procurement and the 2012 Recommendation for Fighting Bid Rigging in Public Procurement².

In Italy, a comprehensive system to fight corruption has been introduced with Law No. 190/2012, mainly based on a preventive model already adopted in other countries. Italy has likewise established the National Anti-Corruption Authority (“ANAC”) which is the central actor of the system. ANAC’s mandate and functions were extended and reinforced by Decree No. 90/2014, converted into law with amendments by Law 11 August 2014, No. 114, which provides for the integration of the supervision of public contracts in the system of corruption prevention.

In October 2014, ANAC and the OECD (individually a “Party” and together the “Parties”) signed a memorandum of understanding (the “2014 MOU”)³ which related to the supervision and monitoring of EXPO 2015 tender procedures and, in particular, increasing the transparency, propriety, effectiveness and efficiency of those procedures. The Parties’ co-operation on the 2014 MOU likewise provided an opportunity for both the OECD and ANAC to share and apply knowledge and experiences in the fields of public procurement and the fight against bribery and corruption in order to maximise the transparency, fairness and effectiveness of preparations for EXPO 2015.

Furthermore, the 2014 MOU allowed the test of a general control template for institutional co-operation on the supervision of public contracting procedures in accordance with the highest possible standards and leading international best practices. Within the framework of the 2014 MOU and building on the EXPO Milano 2015 experience, ANAC and the OECD have drawn more general lessons and principles codified in the “High Level Principles for integrity, transparency and effective control of major events and related infrastructures” now available for the international community and actors involved in delivering large events and related infrastructures.

¹ <http://www.oecd.org/gov/ethics/recommendation-on-public-procurement.htm>

² <http://www.oecd.org/daf/competition/oecdrecommendationonfightingbidrigginginpublicprocurement.htm>

³ <http://www.oecd.org/expo-milano.htm>

<http://www.anticorruzione.it/portal/public/classic/AttivitaAutorita/Expo2015>

Following the expiration of the 2014 MOU, and with the common objective of maintaining their co-operation and continuing to put into practice their experience of combating corruption and promoting integrity and transparency, the Parties agree the following Memorandum of Understanding as a framework to for their co-operation in the future.

1. Purpose of the Memorandum of Understanding

This Memorandum of Understanding (the “MOU”) between the Parties sets out the conditions for co-operation in order to achieve the following common objectives:

- promoting the development of the "High Level Principles for the integrity, transparency and the effective control of major events and related infrastructures" and the involvement and the support of international stakeholders;
- analysing governance models, methodologies and practices to prevent corruption and promote transparency of state-owned enterprises (SOEs);
- developing knowledge of corruption with a view towards better international benchmarking; and
- other co-operative activities in the area of anti-corruption that the Parties may agree.

All the activities conducted under this MOU are subject to their inclusion in the Parties' respective programmes of work and budgets and to the availability of funds. They shall be carried out in accordance with their respective rules and practices.

ANAC's implementation of this MOU shall fully respect Italy's obligations ensuing from its membership in the European Union.

2. Forms of Co-operation

The Parties will co-operate by various means, which will include, but will not be limited to:

- sharing methodologies and best practices aimed at promoting integrity and transparency;
- exchanging information;
- joint organization of studies, events, workshops and initiatives promoting integrity, transparency and accountability; and
- involvement of other institutional partners for a more effective promotion of integrity and transparency and to orient their implementation in specific sectors.

The Parties may agree on specific joint activities through separate written agreements. The general provisions agreed in this MOU will apply, except as otherwise expressly agreed by the Parties in such separate agreements.

3. Funding

The present MOU establishes no financial obligations for either of the Parties. Each commitment of ANAC or OECD, within the scope of this Memorandum, will be subject to the availability of funds.

4. Intellectual Property

The Parties recognize the importance of protecting and respecting intellectual property rights. This MOU does not grant the right to use any work created outside the framework of this MOU, of which one Party is the author or holds the intellectual property rights.

Intellectual property rights over any joint work created by the Parties' co-operative activities under the MOU of which both Parties are the authors will be jointly held by the Parties. Each Party may use and reproduce these works separately, subject to an appropriate acknowledgment of the other Party's contribution to the work and provided that each Party will seek the written consent of the other Party before eventually granting any license to a third party. Without prejudice to the above, any joint publication or translation will be subject to a separate agreement by the Parties.

5. Disclosure

The Parties may disclose to the public this MOU and information with respect to activities carried out under this MOU in accordance with each Party's relevant policies.

Any sharing of confidential information between the Parties will be subject to their respective policies and procedures relating to the disclosure of confidential information. Each Party will take any necessary action to protect confidential and/or classified information of the other Party.

6. Responsibility

Each Party will be responsible for its own activities and for its staff members, including their acts and omissions. In particular, a Party will not be responsible for eventual damages or injuries suffered or caused by the other Party or any of the other Party's staff members.

7. Duration

This MOU will come into effect upon signature by both Parties for a period of two years. The MOU may be extended and/ or modified by mutual written agreement between the Parties.

8. Termination

The MOU may be terminated by either Party by providing three months' prior written notice to the other Party.

In such a case, the Parties will agree, if appropriate, on the measures to ensure that the activities initiated under the MOU are brought to a prompt and orderly conclusion.

9. Divergence of Views

Any divergence of views between the Parties arising from or relating to this MOU, including those on the interpretation or application of any provision therein, will be amicably settled by the Parties.

10. Supervisors of MOU implementation

Each Party designates below its representative with the overall responsibility for implementing this MOU, including responsibility for the formulation of working plans for the activities to be undertaken pursuant to it:

For A.N.AC.: Mr. Raffaele CANTONE, President.

For the OECD: Mr. Nicola BONUCCI, Director for Legal Affairs.

Done in London the 12th of May 2016 in two original copies in English and two original copies in Italian. In case of divergence between the Parties on the interpretation of the MOU, the English text prevails.

For the
Italian National Anti-Corruption Authority

Mr. Raffaele CANTONE,
President

Signature

For the
Organisation for Economic Co-operation and
Development

Mr. Angel GURRÍA,
Secretary-General

Signature
