



A.N.AC.

Autorità Nazionale Anticorruzione

ADMINISTRATIVE COOPERATION ARRANGEMENT
BETWEEN
THE "EUROPEAN ANTI-FRAUD OFFICE" (OLAF)
AND
THE ITALIAN NATIONAL ANTICORRUPTION AUTHORITY (A.N.AC.)

Preamble

OLAF and A.N.AC.

(hereinafter "the Partners")

- in view of their respective missions and their common interest to protect the financial interests of the European Union by combating and preventing fraud, corruption and any other illegal activities affecting the financial interests of the Union under Article 325 of the Treaty on the Functioning of the European Union;
- having regard to Article 1(5) of Regulation (EU, Euratom) 883/2013 and to Law No. 190/2012, Decree-Law No. 90/2014 as approved and amended by Law No. 114/2014;

conclude this Administrative Cooperation Arrangement (hereinafter the "Arrangement"):

Article 1. Nature of the Arrangement

- 1.1. The Arrangement sets out the framework for the working relationship between the Partners, subject to available resources and compatibly with European Union and national legislation. It is not intended to create any obligations under international law or European Union law, to modify any existing legal rules or to interfere with the legal frameworks governing the Partners. This Arrangement does not cover mutual legal assistance.
- 1.2. The Arrangement does not create any financial obligations for the Partners. Any activities carried out by A.N.AC., or by OLAF, within the scope of this Arrangement, will be subject to the availability of resources.

Article 2. Cooperation activities

The cooperation between the Partners will include the following activities:

- exchange of information;
- operational assistance;

- technical assistance;
- strategic analysis;
- training and staff exchange.

Article 3. Exchange of information

- 3.1. The Partners will provide each other, on their own initiative or upon request, with information which might be relevant for the other partner in view of their common interest, as spelled out in the Preamble of the Arrangement, including allegations of fraud, corruption or any other illegal activities potentially affecting the financial interests of the European Union. Based on this information, the Partners may identify further collaboration opportunities.
- 3.2. When cooperating on a specific case, the Partners will exchange relevant information, in line with their respective missions and applicable confidentiality requirements. The information exchange should include relevant elements for identifying:
 - the persons, companies or entities suspected of being involved and
 - the nature of fraud, corruption or other illegal activities.
- 3.3. The Partners will exchange information via the contact persons referred to under Article 10. In case of an information request, the requested partner will provide an initial reply to the request as soon as possible and no later than 30 days from the receipt of the request.

Article 4. Operational assistance

The Partners will support each other in operational activities of common interest. When appropriate and at the request of either partner, the Partners may cooperate to facilitate the performance of operational activities with third parties, including with authorities managing EU funds.

Article 5. Technical assistance

In conformity with the relevant rules and subject to the available resources, the partners will provide each other with technical assistance, including the exchange of best practices and the exchange of any necessary technical information. This exchange may include:

- Methodologies and best practices for the prevention of fraud and corruption;
- Methodologies for monitoring and supervising public procurement, notably the warning systems for detecting potential fraud ("red flags");
- Methodologies and expertise regarding software tools for data analysis in order to detect and further understand cases of fraud as well as corruption phenomena;
- Relevant information and documents held in A.N.AC. and OLAF databases.

Article 6. Strategic analysis

- 6.1. The Partners will exchange strategic information which is relevant in the context of the Arrangement, on their own initiative or on request.

- 6.2. The Partners may also cooperate in carrying out studies and analysis, including in the field of threat assessment and risk analysis. For this purpose, and in conformity with the relevant rules, the Partners may share their specific technical tools and materials.

Article 7. Training and staff exchange

Subject to the availability of resources, the Partners will cooperate in the area of training, including staff exchange. They will share information on seminars, workshops, conferences and other similar activities. Staff exchange may only be foreseen subject to a separate arrangement.

Article 8. Confidentiality, use of information by the Partners and in relation to third parties

- 8.1. Information communicated or acquired under the Arrangement is protected by professional secrecy in terms of the national legal rules applicable to A.N.AC. and, as regards OLAF, in terms of Article 10 of Regulation (EU, Euratom) 883/2013¹.
- 8.2. The Partners will not exchange information if disclosure to the other partner is prohibited by the law governing the partner possessing the information, or contrary to its interests.
- 8.3. Exchange of information between the Partners, or transmission from the partner to another Member State authority or to a third country authority, is governed by Articles 7 and 10 of the "Second Protocol to the Convention on the Protection of the Financial Interests of the European Communities"².

Article 9. Data protection

- 9.1. All transfers of personal data held by OLAF to A.N.AC. and the processing of personal data received by OLAF from A.N.AC., are subject to the requirements of Regulation (EC) 45/2001 pertaining to the protection of individuals³.
- 9.2. All transfers of personal data from A.N.AC. to OLAF, and the processing by A.N.AC. of personal data received from OLAF, will take place in conformity with the national data protection rules transposing Directive 95/46/EC⁴.

Article 10. Contact persons

- 10.1. Each partner will designate a central contact person within their own organisation for the implementation of the Arrangement, in particular for the exchange of information and any other communication related to the cooperation activities under the Arrangement. The central contact persons can indicate further contact persons for direct contacts on specific cases.
- 10.2. The Partners will designate the contact persons by means of exchange of letters at the time of signature of the Arrangement. Any changes of the designated contact persons will be notified promptly in writing.

¹ OJ L 248, 18.9.2013, p.1.

² OJ C 221, 19.7.1997, p. 12.

³ OJ L 8 of 12.01.2001, p. 1.

⁴ OJ L 281, 23.11.1995, p. 31.

Article 11. Start of application, modification and termination

11.1. The Arrangement applies from the date of its signature by each of the Partners.

11.2. The Arrangement may be modified by mutual consent between the Partners through exchange of letters or terminated by either partner by giving one month written notice to the other partner. In case of termination, the Partners, if appropriate, will agree on necessary measures to ensure that the activities undertaken under the scope of the Arrangement are concluded in due time and manner.

Article 12. Interpretation

In case of a difference in interpretation, deriving from or concerning the Arrangement, the Partners will discuss their views amicably in order to find a common understanding.

Signed in two originals, each in Italian and English, both texts being equally authentic.

Roma, 20.04.2016

for the Italian National Anticorruption Authority
(A.N.AC.)

for the European Anti-Fraud Office
(OLAF)

President of A.N.AC.

Director-General of OLAF

Raffaele Cantone

Giovanni Kessler