

Autorità Nazionale Anticorruzione

Prot. Uscita del 20/03/2023

Numero: 0022338

Ufficio: PRES - URI - Relazioni internazionali

**AGREEMENT
BETWEEN
AUTORITA' NAZIONALE ANTICORRUZIONE
AND
CONSILIUL NAȚIONAL DE SOLUȚIONARE A CONTESTAȚIILOR
ROMÂNIA**

AUTORITA' NAZIONALE ANTICORRUZIONE (ANAC) and CONSILIUL NAȚIONAL DE SOLUȚIONARE A CONTESTAȚIILOR ROMÂNIA (CNSC), hereinafter collectively referred to as "The Parties", and individually referred to as "The Part",

Recognizing that corruption erodes the economic and social structures and deteriorates the welfare of peoples and nations worldwide;

Being aware that the prevention and fight against transnational corruption can be enhanced by the collaboration between the Parties in accordance with the laws and regulations of their respective countries;

Recognizing the importance of international cooperation and the need to implement legally binding international anti-corruption instruments, in particular the UN Convention against Corruption and its peer review mechanisms,

have agreed to enter into the following Agreement:

Article 1: General Provisions

1. The purpose of this Agreement is to provide a framework for collaboration between the Parties to further their shared goals and objectives in regard to the prevention and fight against corruption especially in Public Procurement, as further elaborated under Article 2 below.
2. This Agreement implies no financial commitment by either Part. Activities to be implemented under this Agreement are subject to the availability of personnel and financial resources. Implementation of projects and programmes pursuant to this Agreement will require the signing of separate legal agreements between the Parties. The terms of such agreements will be subject to the provisions of this Agreement.

Article 2: Areas of Cooperation

The Parties will cooperate through:





1. Mutual consultations, exchange of information and best practices concerning the implementation of anti-corruption and public procurement policies;
2. Organization of joint seminars, round-tables, conferences, trainings and other educational events aimed at raising public awareness about corruption prevention, especially in public procurement;
3. Organization of high-level meetings to discuss strategies and areas of bilateral cooperation;
4. Any other form of cooperation within the framework set out in the present Agreement.

Article 3: Applicable law

1. This Agreement will be implemented in accordance with the Italian and the Romanian legislations, as well as applicable EU and public international law.
2. This Agreement does not constitute an international agreement which may lead to obligations under international law. No provision of this Agreement is to be understood and performed as a legal obligation of the Parties.

Article 4: Contact points

1. Each Part will designate its representative as Contact Person. Any change of one Part's Contact Person will be communicated to the other Part.
2. For AUTORITA' NAZIONALE ANTICORRUZIONE, the Contact Person will be Lorenza PONZONE.
3. For CONSILIUL NAȚIONAL DE SOLUȚIONARE A CONTESTAȚIILOR ROMÂNIA the Contact Person will be Anca-Roxana DOBRE.

Article 5: Intellectual Property Rights

1. Intellectual property rights, in particular copyright, in area such as information, software and designs, made available by CNSC and ANAC to be used to carry out activities under this Agreement will remain the property of the originating Part. Appropriate authorizations for the use of such material by the other Part will be addressed in the agreements concluded in accordance with Article 1(2) above.
2. Intellectual Property Rights in areas that should be developed under this Agreement such as, but not limited to, information, software and



designs, will be addressed in the agreements concluded in accordance with Article 1(2) above.

Article 6: Confidentiality and Logo

1. Each Part will guarantee the confidentiality of the information provided by the other Part.
2. The Parties will take all reasonable and necessary efforts to prevent the disclosure of the confidential information received.
3. The information provided by one Part to the other will always be considered strictly confidential and may not be disclosed outside of the respective organizations.
4. Exceptions on single issues will be agreed upon by the Parties.
5. Information about this Agreement will be published on the websites of the Parties.
6. The Parties will publicize the joint initiatives. In particular, the logos of Authorities will be used in the context of common activities covered by this Agreement. Any other use of the Parties' logo will require the prior consent of the Part concerned.

Article 7: Responsibility

Each Part will be liable for claims arising from its actions or omissions, and those of its personnel, in relation to this Agreement.

Article 8: Differences of interpretation

Any difference in the interpretation and/or implementation of this Agreement will be settled amicably by means of direct consultations and negotiations between the executive Heads of the Parties.

Article 9: Amendments

The Parties may amend this Agreement in writing by mutual consent. Such amendments will be an integral part of this Agreement.

Article 10: Final provisions

1. This Agreement shall enter into force on the date of its signing by the last Part. It shall remain in force for a period of 3 (three) years.



2. Subject to satisfactory past implementation, this Agreement may be renewed for a further three-year period by a written agreement between the Parties.
3. Each Part may terminate this Agreement by giving a three-month prior written notice to the other Part.
4. Upon termination of this Agreement, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this Agreement will cease to be effective.
5. Notwithstanding the foregoing, any termination of this Agreement will be without prejudice to (i) the orderly completion of any ongoing collaborative activity and (ii) any other rights and obligations of the Parties accrued prior to the date of termination under this Agreement or any legal instrument executed pursuant to this Agreement.
6. The obligations established under Articles from 5 to 8 included, do not expire upon termination of this Agreement.

Written in three original in Italian, Romanian and English languages; all texts being authentic. In case of divergence of interpretation, the text in English will prevail.

Signed in Roma, on March 16, 2023

**For AUTORITA' NAZIONALE
ANTICORRUZIONE**

Avv. Giuseppe Busia

**For CONSILIUL NAȚIONAL DE
SOLUȚIONARE A CONTESTAȚIILOR
ROMÂNIA**

**On behalf of
President
Florentina DRĂGAN,**

Anca-Roxana DOBRE