



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ITALIAN NATIONAL ANTICORRUPTION AUTHORITY
AND
THE OPEN CONTRACTING PARTNERSHIP**

The Italian National Anticorruption Authority (ANAC) and the Open Contracting Partnership (OCP), an independent non-profit public charity working to open up and transform public procurement and to ensure public money is spent openly, fairly and effectively on public contracts, in the following collectively referred to as “Parties” have decided to enter into the following Memorandum of Understanding (MoU):

**Article 1
Objectives**

In line with the values and principles guiding the institutional mission and the operation of each Party and based on the strong and transparent informal collaboration developed over the last years, recognizing a substantial convergence of views on the importance of engaging stakeholders across government, business and civil society on the prevention of corruption in public procurement and acknowledging the value of transparency, open data, standards and digital instruments and tools in the governance of public procurement, within the limits of their jurisdiction and in line with the relevant laws and commitments, **the parties with this Memorandum of Understanding consent to further improve their collaboration and set key strategic directions of collaboration.**

**Article 2
Areas of collaboration**

Building on the previous collaboration, ANAC and OCP reiterate their commitment to support and foster the implementation of principles of transparency and accountability in Public Procurement.

The collaboration between the Parties will include:

- Organization of joint seminars, roundtables, conferences, training courses, working visits, meetings focusing on common interests or mutual training events, and organization of joint workshops or conferences on issues relevant to transparency of public procurement, open data and other training events possibly aimed at both institutional and civil society stakeholders;



- Collaboration on events and communication initiatives to share lessons and insights, including with civil society organizations, the European Commission and member states, international institutions, academics and others;
- Exchange of knowledge and experience sharing with other countries, regions and with other open contracting innovators on how to achieve transparency in public procurement and on the value of open data, through global learning events, to support standardization and documentation;
- Exchange of information, best practices and experiences related to the use of data for the prevention of corruption in public procurement, for the strategic monitoring of contracts and for the creation and calculation of risk indicators;
- Exchange of experiences on practical cases in the field of public procurement and information on risk indicators, international best practices, possible strategies to combat corruption and indications for the creation of the single transparency platform, involvement of civil society stakeholders in the activities carried out in collaboration between ANAC and OCP;
- Support, also of a technical nature, offered by OCP for the improvement of the ANAC open data portal and for its promotion;
- Collaboration to document and track improvements in public procurement as a result of using open data and stakeholder engagement through the OCP's Monitoring, Evaluation & Learning (MEL) methodologies;
- Collaboration in devising the stakeholder needs and documentation, for the ongoing development of a single national transparency portal and Open Contracting in the evolution of the OCDS methodologies and standards.

The collaboration is not limited to the aforementioned area, as implementing arrangements may further detail and enrich the cooperation between ANAC and OCP, such as technical and financial matters, within the framework of this Memorandum.

Article 3 Applicable law

ANAC and OCP will implement this Memorandum within the scope of and in accordance with their respective mandates as well as applicable policies, laws, and regulations, all of which shall prevail over any incompatible provision of this Memorandum or its implementing arrangements.

ANAC and OCP will cooperate in good faith and as outlined in this Memorandum.

They will respect each other's sphere of competence and applicable policies, laws, and regulations. This Memorandum does not constitute an international agreement, which may entail obligations under international law.

Article 4



Coordination between the Parties

In order to facilitate the cooperation and information exchange under this Memorandum of Understanding, the Parties shall assign the contact persons, and all the communications will be made between them, unless otherwise agreed.

The contact persons will inform the Parties with regard to the implementation of this Memorandum of Understanding.

- For the Italian National Anti-corruption Authority, the Contact Person is Giovanni Paolo Sellitto.
- For the Open Contracting Partnership, the Contact Person is Karolis Granickas.

The communication shall be made via electronic means in the following addresses:

National Anticorruption Authority

Email: relazioni.internazionali@anticorruzione.it

Open Contracting Partnership

Email: kgranickas@open-contracting.org

The parties agree to share relevant information to check the progress on implementation of this MoU, in the spirit of transparency.

Article 5 Expenses

This MoU implies no financial commitment by either Party. The activities implemented under this MoU are subject to the availability of personnel and financial resources of the Parties. In case when the fulfilment of this Memorandum of Understanding's requirements implies financial costs, the Parties shall undertake to cover them, in accordance with the applicable legislation, within budgetary funds and opportunities available to them. The Parties shall not request the reimbursement of expenses deriving from the implementation of this Memorandum of Understanding, if not otherwise mutually agreed in each case.

Article 6 Confidentiality and Logo

Information about this MoU will be published on the websites of the Parties.

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 MoU. Any other use of the Parties' logo will require the prior consent of the Party concerned.

Unless otherwise agreed, the Parties will retain ownership over their respective works. Ownership of, as well as the right to use works jointly produced under this Memorandum, may be subject to separate arrangements. In the absence of such arrangements, the Parties will jointly own such works, and both will have non-exclusive and royalty-free rights to use these works.

Each Party agrees to maintain the information and documentation obtained in accordance with this Memorandum of Understanding in accordance to the level of confidentiality agreed, based on the requirements of the legislation of the respective country and in case of a request submitted by the other Party.

The information provided by one Party to the other will always be considered strictly confidential and may not be disclosed outside of the respective organizations.

Exceptions on single issues will be agreed upon by the Parties.

Article 7 Amendments

Amendments and supplements to this MoU shall be made by mutual written consent of the Parties and formalized in the form of an implementing act. The implementing act shall enter into force on the date of its signing by the Parties and it will be an integral part of this MoU.

Article 8 Disclaimer

This Memorandum of Understanding shall not give rise to rights and obligations to Parties according to the public international law, and shall not impact the rights and obligations deriving from international agreements, in which ANAC and OCP are Parties thereof.

Article 9 Responsibility

Each Party shall be liable for claims arising from its actions or omissions, and those of its personnel, in relation to this MoU.

Article 10 Differences in interpretation

Any difference in the interpretation and/or implementation of this MoU shall be settled amicably by means of direct consultations and negotiations between the Parties.



**Article 11
Final provisions**

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

Subject to satisfactory past implementation, this MoU may be renewed for a further three-year period by a written agreement between the Parties.

Each Party may terminate this MoU by giving a three-month prior written notice to the other Party.

Signed in original, in English.

Signed in ROME, on March 16, 2023

Open Contracting Partnership

Mr. Karolis Granickas

Head of Europe

Italian National Anti-Corruption Authority

Mr. Giuseppe BUSIA

President