

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ITALIAN NATIONAL ANTI-CORRUPTION AUTHORITY
AND
THE STATE COMMISSION FOR PREVENTION OF CORRUPTION OF
THE REPUBLIC OF NORTH MACEDONIA**

The Italian National Anti-corruption Authority (ANAC) and the State Commission for Prevention of Corruption (SCPC) of the Republic of North Macedonia, hereinafter collectively referred to as “The Parties”, and individually referred to as "The Party"

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 Memorandum of Understanding (MoU).

Article 1: General Provisions

1. The purpose of this MoU 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, as hereinafter elaborated under Article 2 below.
2. This MoU implies no financial commitment by either Party. Activities to be implemented under this MoU are subject to the availability of personnel and financial resources. Implementation of projects and programs pursuant to this MoU will require the signature of separate legal agreements between the Parties. The terms of such agreements will be subject to the provisions of this MoU.



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 policies, with a focus on public procurement;
2. organization of joint seminars, round-tables, conferences, trainings and other educational events aimed at raising public awareness about corruption and conflicts of interest prevention,
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 MoU.

Article 3: Applicable law

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

Article 4: Contact points

1. Each Party will designate its representative as Contact Person. Any change of one Party's Contact Person will be communicated to the other Party.
2. For the Italian National Anti-corruption Authority, the Contact Person will be Ms. Lorenza Ponzzone.
3. For the State Commission for Prevention of Corruption of the Republic of North Macedonia, the Contact Person will be Ms. Maja Konevska.

Article 5: Intellectual Property Rights

1. Intellectual property rights, in particular copyright, in area such as information, software and designs, made available by the State Commission for Prevention of Corruption of the Republic of North Macedonia and the Italian National Anti-Corruption Authority to be used to carry out activities under this MoU will remain the property of the originating Party. Appropriate authorizations for the use of such material by the other Party 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 MoU 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 Party will guarantee the confidentiality of the information provided by the other Party.
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 Party 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 MoU 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 MoU. Any other use of the Parties' logo will require the prior consent of the Party concerned.

Article 7: Responsibility

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

Article 8: Differences of interpretation

Any difference in the interpretation and/or implementation of this MoU 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 MoU in writing by mutual consent. Such amendments will be an integral part of this MoU.

Article 10: Final provisions

1. This MoU will be signed by the duly authorized representatives of the Parties by means of certified electronic signatures in accordance with eIDAS Regulation and will enter into force on the date of the last signature. It will remain in force for a period of three 3 years.
2. Subject to satisfactory past implementation, this MoU may be renewed for a further three-year period by written agreement between the Parties.
3. Each Party may terminate this MoU by giving a three-month prior written notice to the other Party.
4. Upon termination of this MoU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MoU will cease to be effective.



5. Notwithstanding the foregoing, any termination of this MoU 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 MoU or any legal instrument executed pursuant to this MoU.
6. The obligations established under Articles from 5 to 8 included, do not expire upon termination of this MoU.

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

**FOR THE
ITALIAN NATIONAL
ANTI-CORRUPTION AUTHORITY**

Avv. Giuseppe Busia

**FOR THE
STATE COMMISSION FOR PREVENTION OF
CORRUPTION OF THE REPUBLIC OF
NORTH MACEDONIA**

Ms Biljana Ivanovska.