



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NATIONAL ANTI-CORRUPTION AUTHORITY OF THE ITALIAN REPUBLIC

AND

THE NATIONAL AGENCY ON CORRUPTION PREVENTION OF UKRAINE

The National Anticorruption Authority of the Italian Republic (ANAC) and the National Agency on Corruption Prevention of Ukraine (NACP), hereinafter referred to as the “Participants”,

CONSIDERING

- that corruption erodes social ethics, disrupts public services and deteriorates the welfare of people and nations worldwide;
- the equally important and complementary functions of corruption prevention, enforcement and education and the need to tackle corruption in a comprehensive manner;
- the joint interest of the Participants in promoting studies and research on the subjects of prevention of corruption, transparency and public integrity;
- the synergy between the objectives of ANAC and those of the NACP in the promotion and enhancement of initiatives aimed at fostering a culture of transparency and public integrity;
- the intention to pursue successful cooperation and to actively develop bilateral relations in the field of corruption prevention;

RECALLING

the Agreement between the Government of the Italian Republic and the Government of Ukraine on the Reciprocal Protection of Classified Information, signed in Kyiv on 6 June 2001,

HAVE ENTERED INTO THE FOLLOWING MEMORANDUM

Art. 1 (Scope)

1. The purpose of this Memorandum of Understanding is to establish a framework for collaboration between ANAC and the NACP to promote and develop activities of mutual interest and public



awareness initiative in the fields of prevention of corruption, corruption risk analysis, transparency, promotion of public integrity.

2. This Memorandum will be implemented by the Participants in accordance with the Ukrainian and Italian legislations, as well as applicable international law and, as for the Italian Participant, the obligations arising from Italy's membership of the European Union.
3. This Memorandum does not constitute an international agreement which may lead to rights and obligations of the Participants under international law. No provision of this Memorandum is to be understood and performed as a legal obligation or commitment of the Participants.

Art. 2 (Areas of Collaboration)

The Participants will collaborate in the following areas:

- a) development of research projects and studies on topics of mutual interest;
- b) organization of seminars, conferences, workshops, trainings and other events aimed at promoting the exchange of knowledge and experiences in the fields of transparency, public integrity and corruption prevention;
- c) collaboration in the development and implementation of projects funded by national and international bodies, aimed at promoting the above mentioned fields;
- d) any other activity of mutual interest in the above mentioned fields.

Art. 3 Modalities of Cooperation

In order to achieve the objectives of this Memorandum of Understanding, Participants will:

- a) share relevant information and experiences for the development of the activities;
- b) promote the results of the collaboration through appropriate dissemination and communication activities;
- c) working collaboratively to fulfil the objective of this Memorandum;
- d) protect confidentiality of information exchanged and using it only for the purposes of this memorandum.

Art. 4 (Languages of Cooperation)

All the documents relating to this Memorandum of Understanding will be written in English or in the state language of the requesting Participant with their translation into the English language.



Art. 5 (Costs)

The activities implemented under this Memorandum will be subject to the availability of personnel and financial resources of the Participants and this Memorandum will not imply any financial commitment of the Participants. The expenses arising from the implementation of this Memorandum will be covered by the Participants according to their ordinary budget availability, without any additional cost for the State budgets of Ukraine and the Italian Republic.

Art. 6 (Confidentiality)

The Parties will maintain the utmost confidentiality regarding the information and data shared within the framework of this Memorandum of Understanding and use such information and data solely for the purposes of the collaboration. The Participants will ensure that their personnel involved in the collaboration comply with the confidentiality laws and regulations. In doing so, the Participants will comply with the requirements of the national legislation applicable in the States of the Participants.

Art. 7 (Intellectual Property)

The intellectual property rights that may arise as a result of activities carried out within the framework of this Memorandum of Understanding will be jointly owned by the Participants, unless otherwise arranged in writing. The Participants will protect and promote the intellectual property rights resulting from the collaboration and to comply with the requirements of the national legislation applicable in the States of the Participants.

Art. 8 (Personal data processing)

Each Participant, in accordance with the requirements of national legislation applicable in the Participants' countries, will ensure the protection of personal data received from the other Participant to implement the cooperation activities provided for in this Memorandum, and will not transfer them to third parties and, in any case, will not process them in a manner incompatible with the defined purposes without the prior written consent of the other Participant.

Art. 9 (Final Provisions)

1. This Memorandum of Understanding takes effect on the date of signature and will remain valid for a period of three years. The Memorandum will automatically renew upon its expiration for another three years, unless one of the Participants communicates the termination in writing form to the other Participant within 90 (ninety) days of the expiration.
2. In the event of termination of this Memorandum of Understanding, the activities initiated on the basis of, or in accordance with the terms of this Memorandum of Understanding and not completed during



its validity period will be continued and completed in accordance with the terms previously defined by the Participants, unless it is impossible to complete these activities.

3. Any difference in the interpretation and/or implementation of this Memorandum will be settled amicably by means of direct consultations and negotiations between the Participants.
4. For the best implementation of the Memorandum, the Participants may identify contact persons for cooperation activities to be communicated in writing to the other Participant.

Signed in Rome on the 10 of July 2025 in two originals, each in Ukrainian, Italian and English languages, all texts being equally valid. In case of any divergence in interpretation of this Memorandum of Understanding, the English version will prevail.

For the National Anti-Corruption Authority
of the Italian Republic

For the National Agency on Corruption
Prevention of Ukraine

GIUSEPPE BUSIA

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