

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE EUROPEAN INVESTMENT BANK AND
NATIONAL ANTI-CORRUPTION AUTHORITY**

Preamble

Purpose

The purpose of this Memorandum of Understanding (MoU) is to facilitate the exchange of information between the European Investment Bank (E.I.B.) and the National Anti-Corruption Authority (A.N.AC.) in the performance of their respective mandates. The exchange of information is an important tool to prevent, detect and address cases of fraud, corruption and related offences.

E.I.B. and A.N.AC. (hereinafter the "Parties") agree as follows:

Exchange of information

1. As part of their respective mandates with regards to fraudulent and corrupt practices and related offences, the Parties may exchange relevant information as deemed necessary and in accordance with their respective duties, policies and procedures, provided that the disclosure of information is not an impediment to the Parties' activities.
2. The information provided by one of the Party to the other shall at all times be considered strictly confidential and may not be disclosed outside of the respective organisations, with the exceptions provided for in paragraphs 3 to 5 below. For the purposes of this MoU, consultants, advisers and other service providers employed by the Parties in connection with their mandate shall treat such information with the utmost confidentiality.
3. The duty of confidentiality arising from this MoU shall not apply to information:
 - (a) which is of public knowledge or generally accessible to the public at the time of the exchange between the Parties;

- (b) which is already known to the receiving Party at the time of the exchange or becomes available from sources which, to the knowledge of the receiving Party, are not subject to a duty of confidentiality;
 - (c) which E.I.B. is obliged to provide to the competent authorities of the European Union, in particular OLAF and the European Court of Auditors, pursuant to a treaty, law, regulation or specific agreement;
 - (d) which one of the Parties to this MoU is obliged to divulge by order of a competent judicial authority or pursuant to a law or regulation, including, in the case of the E.I.B., the EIB Group Transparency Policy. The Party receiving information under this MoU must consult the other Party before disclosing the information according to the criteria listed in paragraph 3. The Party receiving the information shall be ultimately responsible for determining whether the information is disclosed in accordance with the provisions of paragraph 3.
4. If the disclosure is necessary on grounds other than those provided for under paragraph 3 of this MoU, such disclosure may not be done without the express written authorisation by the Party that initially provided the information. Such authorisation shall not be withheld without a valid reason.
5. The source of the information provided by one of the Parties to this MoU to the other shall remain confidential and shall not be disclosed, unless: (a) it falls within the scope of paragraph 3, or; (b) the Party that initially provided the information authorises the disclosure of the source. Such authorisation shall not be withheld without a valid reason.

Operational cooperation

6. Within the limits of their respective mandates, policies and procedures, the Parties intend to assist each other, particularly with regard to meeting objectives and dealing with cases of mutual interest.

Technical cooperation

7. Within the limits of their responsibilities and policies, the Parties, depending on the resources available to them, may provide mutual technical assistance, including the exchange of best practices and any technical information necessary to ensure good cooperation.
8. This exchange may include:
- methodologies and tools to detect fraud, corruption, and related offences;
 - methods and information technology (IT) expertise for processing and analysing data.

Contact points

9. The Parties will designate a contact point within their organizations in order to facilitate an effective and confidential communication and exchange of information.

Data protection

10. Any transfer of personal data held by the E.I.B. to A.N.AC. and the processing by E.I.B. staff of personal data received from the A.N.AC. shall be done in accordance with the requirements of Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.
11. Any transfer of personal data held by A.N.AC. to the E.I.B., and the processing by A.N.AC. of personal data received from E.I.B. shall be done in accordance with the requirements and will take place in conformity with Regulation (EU) 2016/679.

Final provisions

12. This MoU does not create any financial obligations for the Parties. Any activities carried out by E.I.B., or by A.N.AC., within the scope of this MoU, will be subject to the availability of resources by the Parties.
13. , this MoU shall not give rise to any legally binding obligations. In addition, the provisions of this MoU are not intended to overcome or amend in any way the terms of the Parties' mandates, statutory rules or other relevant provisions. In the event of any inconsistency between this MoU and the legal framework applicable to either Party, the latter shall prevail.
14. This MoU operates in accordance with applicable national and international law obligations and in full compliance with EU law
15. This MoU will become effective upon signature by the Vice President of the E.I.B., the Inspector General of the E.I.B. and the President of A.N.AC. and it may be amended at the request of each Party. Each Party has the right to terminate this MoU at any time upon a three months' prior written notice. The termination of this MoU will not affect the obligations agreed upon by the Parties prior to such termination.
16. In case of a difference in interpretation of this MoU, the Parties will discuss their views amicably in order to find a common understanding.

Signed in two originals in Rome, 13 September 2016, each in English and Italian, both texts being equally authentic.

for the European Investment Bank
(E.I.B.)

Vice President of BEI
Dario Scannapieco

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

President of A.N.AC.
Raffaele Cantone

Inspector General of BEI.
Jan Willem van der Kaaij