

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE PALESTINIAN ANTI-CORRUPTION COMMISSION**  
**AND**  
**THE ITALIAN ANTI-CORRUPTION AUTHORITY**

The Palestinian Anti-corruption Commission (PACC) and the Italian Anti-corruption Authority (ANAC), hereinafter referred to as “the Parties”,

- *recognizing* that corruption threatens the stability and security of societies and undermine moral values, justice and social development processes;
- *acknowledging* that corruption is no longer a mere internal issue but has become a transnational phenomenon that negatively affects national economies around the world and that international cooperation and coordination of efforts in the prevention and control of corruption are essential;
- *wishing* to consolidate the efforts and to share the successful experiences in the area of the prevention and fight against corruption within the framework of the provisions of the United Nations Convention against Corruption based on the principles of cooperation and common interests;

Have reached the following understanding:

**Article 1**

**Object**

This Memorandum of Understanding (hereinafter “Memorandum”) aims at identifying areas of cooperation and coordination between the Parties in the area of the prevention and fight against corruption, in accordance with the principles and objectives established in the United Nations Convention against Corruption (UNCAC).

**Article 2**

**General Provisions**

1. The purpose of this MoU is to provide a framework for collaboration between the Parties to foster their shared goals and objectives in regard to the prevention and fight against corruption.
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.

3. This MoU will be implemented in accordance with the Italian and the Palestinian legislations, as well as applicable EU and public international law.

4. 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 3**

#### **Cooperation Areas**

In accordance with their respective legal systems, the Parties cooperate and collaborate in the field of the prevention and fight against corruption by analyzing the factors and conditions that favor it, measuring and evaluating the risks and the most appropriate ways to prevent and to combat it. The areas of cooperation include, inter alia:

1. organization of joint seminars, round-tables, conferences, trainings and other educational events aimed at raising public awareness about the prevention of corruption;
2. exchange of information on the measures taken within the framework of the powers conferred to each Party to prevent and combat corruption;
3. comparison of effective and successful practices and methods that have proven effective at the legislative and practical level through participation in seminars, workshops, fora and conferences in the field of the prevention and fight against corruption;
4. any other form of cooperation within the framework set out in the present MoU.

### **Article 4**

#### **Implementation of Activities**

1. Any activity put in place by either Party pursuant to this Memorandum will be planned to include, among others, the goal, the duration and the requested human and financial resources.
2. Each Party will bear the costs of its own activities arising from the implementation of this Memorandum.
3. Each Party will designate a contact person to carry out the planning and implementation of cooperation activities between the Parties.

### **Article 5**

#### **Confidentiality of Information Intellectual Property Rights, Logo**

1. Information and documents will be sent in accordance with the respective national legislations, will be confidential and will not be transferred to third parties or used for administrative or judicial purposes without the prior consent of the other Party.
2. Intellectual property rights, in particular copyright, concerning materials shared by Parties to carry out activities under this MoU will remain the property of the originating Party. Eventual authorizations for the use of such material by the other Party can be asked/released in written form by contact points.

3. 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 6**

### **Amendments**

This Memorandum may be modified in writing form by mutual consent of the Parties. Such amendments will take effect on the date of their signature and will be considered as an addendum to this Memorandum.

## **Article 7**

### **Interpretation of the *Memorandum***

Any divergence in the interpretation and/or application of the Articles of this Memorandum will be settled amicably through direct consultations and negotiations or any other diplomatic channels between the Parties.

## **Article 8**

### **The language**

1. All documents relating to this Memorandum of Understanding shall be in English or in the national language of the party concerned, with a translation into English.
2. The working language of both parties shall be English.

## **Article 9**

### **Effectiveness**

This Memorandum will enter into force on the date of its signature and will be valid for a period of three years from such date. This memorandum will be automatically renewed for an equal period of time at its expiration, unless one of the Parties notifies the other of its intention to terminate it with three (3) months' prior notice.

Signed in Sharm el Sheikh, Egypt, on..... in two originals, each in Arabic, Italian and English. In case of divergence of interpretation, the text in English will prevail.

FOR THE PALESTINIAN ANTI-CORRUPTION COMMISSION

FOR THE ITALIAN ANTI-CORRUPTION AUTHORITY

The President

The President