



**A.N.AC.**

Autorità Nazionale Anticorruzione



**MEMORANDUM OF UNDERSTANDING**

**for co-operative activities**

**related to “EXPO Milano 2015”**

**between**

**The Italian National Anti-Corruption Authority  
(A.N.AC.)**

**and**

**The Organisation for Economic Co-operation and Development  
(OECD)**

## Preamble

The Organisation for Economic Co-operation and Development (the “OECD”) is at the forefront of work on preventing bribery and corruption around the globe. Experts and staff across the OECD are engaged in devising new and innovative ways to effectively fight corruption. OECD initiatives about corruption include the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions-which is the first and only international anti-corruption instrument focused on the “supply side” of bribery transactions- as well as more targeted training, capacity-building, and knowledge dissemination initiatives aimed at specific groups.

In Italy, Law No. 190/2012 has introduced a system of norms to fight corruption which is similar to prevention-based models already in practice in other countries. Law No. 190/2012 was adopted not only to align the Italian legal system with guidelines in international conventions of which Italy is a signatory (the 1997 EU Convention on the Fight against Corruption involving Officials of the European Communities or Officials of Member States of the EU, the 1997 OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the 1999 Council of Europe Criminal Law Convention on Corruption, the 2003 United Nations Convention against Corruption - UNCAC) and to implement the recommendations addressed to Italy by the competent OECD and Council of Europe Bodies on the occasion of the mutual evaluation procedures conducted until now, but also to respond to popular demand as a result of instances of corruption that continue to come to light.

Law No. 190/2012 has identified, in the Italian context, the National AntiCorruption Authority (“A.N.AC.”), and other institutions called to act collectively to prevent and counteract corruption and illegality in the public administration. Among other measures, Law No. 190/2012 modified in part the Criminal Code and introduced tools aimed at preventing corruption that complement existing measures in the field of transparency and integrity.

A.N.AC.’s mandate and functions were recently extended and reinforced by the Decree-Law 24 June 2014, No. 90, converted into law with amendments by Law 11 August 2014, No. 114, which, among other measures, provides for the dissolution of the Authority for the Supervision of Public Contracts (the “AVCP”) and its organisational and functional integration with A.N.AC.. The legislators’ choice to anchor the supervision of public contracts (previously performed by the AVCP) in the system of corruption prevention outlined by Law No. 190/2012, represents a significant intervention intended to sharply affect the fight against corruption in Italy. The integration of the functions of the two institutions, and the consequent extension of the powers of A.N.AC., in fact establishes the conditions for a more effective oversight of the scope of contracts and public procurement, where a substantial portion of corruption originates, as affirmed and widely agreed by studies and in reports by international roundtables in the field.

Italy, and in particular the city of Milan, will host EXPO 2015. The preparations to welcome participants from all over the world include the construction of infrastructures and the provision of services, which presents both an opportunity that cannot be missed and a challenge that involves a great variety of institutional actors and stakeholders working together. EXPO 2015 also represents an opportunity for both the OECD and A.N.AC.



(together the “Parties” and individually a “Party”) to share and apply their knowledge and expertise regarding public procurement, anti-bribery and anti-corruption in order to ensure that preparations for EXPO 2015 are transparent, fair and effective.

With this in mind, and with the shared goal of putting their anti-corruption experience into practice in order to ensure the success of EXPO 2015, the Parties agree to the following Memorandum of Understanding (the “MOU”), which may serve as a model for future co-operative activities of a similar nature between the Parties:

### **1. Purpose of the MOU**

This MOU between the Parties sets out the conditions for co-operation in order to achieve the following common objectives:

- increasing transparency and accountability of the procurement procedures related to EXPO 2015;
- increasing investors’, stakeholders’, and other actors’ confidence in the major event “EXPO Milano 2015”;
- identifying potential causes and eventual instances of corruption in the context of EXPO 2015 to prevent and counteract it; and
- reinforcing the know-how of both Parties regarding the prevention of and fight against bribery and corruption.

All the activities conducted under this MOU are subject to their inclusion in the Parties’ respective programmes of work and budgets and to the availability of funds. They shall be carried out in accordance with their respective rules and practices.

### **2. Forms of Co-operation**

The Parties will co-operate by various means, which will include, but will not be limited to:

- sharing of methodologies;
- exchange of information;
- supervision of the oversight of procurement procedures related to the major event “EXPO Milano 2015”; and
- joint organisation of events, workshops and initiatives promoting transparency, accountability and reliability, involving EXPO 2015 stakeholders.

### **3. Contributions of the Parties**

A.N.AC. will contribute to the co-operative activities in one or more of the following ways:

- exchanging information with the OECD about methodologies as well as activities and practices of oversight of procurement procedures related to EXPO 2015;

- in co-operation with the OECD, organising and promoting joint events, workshops and other initiatives involving OECD personnel and experts, the Advisory Board (as described in Article 4 below), A.N.AC. representatives, other institutional actors, investors and other EXPO 2015 stakeholders; and
- providing logistical support for the joint activities of the Parties (meetings, summits, etc.).

The OECD will contribute to the co-operative activities in one or more of the following ways:

- overseeing an Advisory Board (described in Article 4 below) composed of three OECD staff members who will share with A.N.AC. their own knowledge on the most advanced methodologies and on the best practices in the field of procurement oversight and the prevention and counteraction of bribery and corruption;
- organising, in collaboration with A.N.AC., joint events and other initiatives involving EXPO 2015 stakeholders, particularly with the aim of promoting transparency, accountability and reliability; and
- providing funding for travel and accommodation expenses for members of the Advisory Board in accordance with the OECD Staff Regulations, Rules and Instructions and other relevant OECD rules, policies and practices.

#### **4. Advisory Board**

The OECD will select the individuals to be part of an Advisory Board composed of three OECD staff members. The Advisory Board will work under the sole supervision of the OECD. The Advisory Board will, as part of its work:

- meet A.N.AC. and "EXPO 2015 special unit" representatives to exchange information and to share knowledge on the methodologies and experiences of the prevention and counteraction of corruption, particularly those already put into practice or that could be put into practice for EXPO 2015;
- meet EXPO 2015 stakeholders to gather relevant information about this major event, especially regarding procurement procedures; and
- periodically produce, on the basis of the information and data collected, a report targeted at A.N.AC. assessing the progress and outcomes of the monitoring and supervision by A.N.AC. and by the EXPO 2015 special unit, as well as on the fairness and transparency of the procedures related to the implementation of the works of the major event "EXPO Milano 2015". The Parties will agree on the contents of this report that should be disclosed and the methods for their dissemination in order to ensure that it is well known by as broad of an audience as possible.



## **5. Intellectual Property**

The Parties recognise the importance of protecting and respecting intellectual property rights. This MOU does not grant the right to use any work created outside the framework of this MOU, of which one Party is the author or holds the intellectual property rights.

Intellectual property rights over any joint work created by the Parties' co-operative activities under the MOU of which both Parties are the authors will be jointly held by the Parties. Each Party may use and reproduce these works separately, subject to an appropriate acknowledgment of the other Party's contribution to the work and provided that each Party will seek the written consent of the other Party before eventually granting any license to a third party. Without prejudice to the above, any joint publication will be subject to a separate written agreement by the Parties.

## **6. Disclosure**

The Parties may disclose to the public this MOU and information with respect to activities carried out under this MOU in accordance with each Party's relevant policies.

Any sharing of confidential information between the Parties will be subject to their respective policies and procedures relating to the disclosure of confidential information. Each Party will take any necessary action to protect confidential and/or classified information of the other Party.

## **7. Responsibility**

Each Party will be responsible for its own activities and for its staff members, including their acts and omissions. In particular, a Party will not be responsible for eventual damages or injuries to any of the other Party's staff members.

Each Party (the "First Party") will hold the other Party and its staff harmless from any claim or damages, however caused, arising in connection with the activities carried out by the First Party or its staff, unless the damage results from a wrongful act of the other Party or its staff.

## **8. Duration**

This MOU will come into effect upon signature by both Parties for a period of one year.

The MOU may be extended and/ or modified by mutual written agreement between the signatory Parties.

## **9. Termination**

The MOU may be terminated by either Party by providing three months' prior written notice to the other Party.

In such a case, the Parties will agree, if appropriate, on the measures to ensure that the activities initiated under the MOU are brought to a prompt and orderly conclusion.

## 10. Divergence of Views

Any divergence of views between the Parties arising from or relating to this MOU, including those on the interpretation or application of any provision therein, will be amicably settled by the Parties.

## 11. Supervisors of MOU implementation

Each Party designates below its representative with the overall responsibility for implementing this MOU, including responsibility for the formulation of working plans for the activities to be undertaken pursuant to it:

For A.N.AC.: Mr. Raffaele CANTONE, President

For the OECD: Mr. Nicola BONUCCI, Director for Legal Affairs

Given the content and purpose of the MOU, which requires the direct engagement not only of the Parties but also of a number of Italian institutions, this Memorandum of Understanding is also signed by the Minister of Agriculture, Food and Forestry Maurizio Martina, who has been delegated by the President of the Council of Ministers of Italy to chair the Coordination Commission for the activities related to EXPO Milan 2015.

Done in Milan, Italy, in three original copies in English and three original copies in Italian. In case of divergence between the Parties on the interpretation of the MOU, the English text prevails.

For the  
Italian National Anti-Corruption Authority

Mr. Raffaele CANTONE,  
President

Milan, October 3<sup>rd</sup>, 2014

Signature

For the  
Organisation for Economic Co-operation and  
Development

Mr. Angel GURRÍA,  
Secretary-General

Milan, October 3<sup>rd</sup>, 2014

Signature

delegated by the President of the Council of Ministers of Italy  
Mr. Maurizio Martina,  
Italian Minister of Agricultural, Food and Forestry Policies

Milan, October 3<sup>rd</sup>, 2014

Signature