

MEMORANDUM OF UNDERSTANDING
Between the World Bank Group
and
the National School of Administration
on

A Strategic Partnership on Anti-Corruption and Public Sector Governance

1. WHEREAS the World Bank Group ("WBG") is an international organization of more than 180 member countries. Its mission is to end extreme poverty and boost shared prosperity. It achieves these objectives by providing loans, technical assistance, and knowledge sharing service.

2. WHEREAS the Italian National School of Administration (Scuola Nazionale dell'Amministrazione or SNA) is an institution of higher education and research supervised by the Presidency of the Council of Ministers of Italy. Its main objective is to support and promote the innovation and reform of public administration with a view to making it a competitive element of Italy's economic and productive system. It achieves this objective by selecting and training civil servants throughout their career cycle and by providing assistance to central, regional and local public administrations.

3. WHEREAS on November 6, 2012, the Italian Parliament approved Law no. 190/2012 on Anti-Corruption (Law 190/2012) which provides for new "Provisions for the Prevention and Repression of Corruption and Illegality in the Public Administration." Law 190/2012 aims at improving transparency and increase accountability in the country's public sector with a view to supporting Italy's private sector growth and development process. In doing so, Law 190/2012 follows a multi-disciplinary approach that, on the one hand, improves the existing normative framework on anti-corruption by introducing new categories of corruption-related offenses and strengthens those already contained in the Italian Criminal Code. On the other hand, the Law 190/2012 promotes a gradual shift in public administration by focusing on the organizational incentives in the public administration and by fostering a culture of responsiveness, transparency, accountability and risk management.

4. WHEREAS Law 190/2012 creates the National Anti-Corruption Authority (Autorita' Nazionale Anti-corruzione e per la Valutazione, la Trasparenza delle Amministrazioni Pubbliche or A.N.AC.). Together with the Department of Public Sector Management (Dipartimento della Funzione Pubblica) and with the support of prefects and of the SNA, A.N.AC. is tasked with performing activities to control, prevent and combat corruption and illegality in the public administration and to ensure a coordinated action.

5. WHEREAS Art.1.11 of Law 190/2012 establishes that the SNA, "without any additional expenses for the public finance and using the human, instrumental and financial resources already available under current the law, shall create training courses, including sector-specific courses, for employees of the state public administration on the themes of ethics and legality. On a periodic basis by agreement with the administrations, the School shall train the public employees operating in the sectors with the highest risk of corruption offences, in line with the plans put in place by the individual administrations". In doing so, the SNA will draw on national and international best practices and will work in collaboration with leading practitioners, academic and development institutions at the global level.

6. WHEREAS the effectiveness of the Italian anti-corruption legal framework will also depend on SNA's capacity to deliver timely, comprehensive and engaging state-of-the-art training programs that will be used both to support the implementation of the Law 190/2012 and to provide selected technical

assistance and training on demand to civil servants. In particular, Law 190/2012 requires for each public agency to produce an annual anti-corruption plan and for each ministry to draft an overall anti-corruption plan. The skills and background necessary to satisfy such requirements are not widespread currently within the public sector. Hence, it would be beneficial for the Italian public entities to learn from the experience in other countries in this area. In this context, SNA's training activities will also support the activities of the Civil Service Department (Dipartimento della Funzione Pubblica)

7. WHEREAS in addition, the SNA has been sharing its experience and delivering training to civil servants outside Italy in the area of public sector governance. As part of these efforts, the SNA has established a working partnership with the Organization for Economic Cooperation and Development (OECD) for the creation of a learning and training center for civil servants from the Middle East and North Africa (MENA) region based in Caserta. In this framework, the SNA has also established a MENA-OECD Governance Program Training Centre based in Caserta (SNA/Caserta). The mission of this center is to develop training courses to support the public administrations of MENA countries and to promote initiatives for capacity building in these countries.

8. WHEREAS this partnership and the innovative products developed in its framework should be viewed as a global public good. As such, this new knowledge and set of products could be used in the future by the WBG and/or the SNA (the Participants) in other countries in support of their respective anti-corruption work. In addition, these new products could be used by training organizations (such as, for example, the World Bank Institute, the Joint Vienna Institute, UNICRI, the International Development Law Organization, the International AC Academy and the SNA/Caserta).

NOW THEREFORE the Participants reached the following understandings in this Memorandum of Understanding (MoU):

I. Objectives and Areas of Collaboration

1. The Objective of this MoU is to establish a strategic programmatic partnership to support knowledge creation and dissemination on anti-corruption in line with their respective mandates in the public administrations in Italy and third countries, as the case may be.

2. The Participants understand that the areas of collaboration for this partnership may include, but are not limited to, fostering knowledge sharing and dissemination and contributing to capacity building in the areas of corruption prevention.

3. This partnership has two Pillars that aim at supporting knowledge creation and dissemination on anti-corruption in the public administration in Italy to support the implementation of Law 190/2012 (Pillar 1) and in the public administration in third countries through the design and implementation of training courses (Pillar 2).

4. Pillar 1 of the Program will be structured on three levels:

A. Micro level activities building capacity and skills of public sector managers and employees in the area of anti-corruption. This part of the program may include a joint design of a comprehensive curriculum to be implemented by the SNA for public sector managers and focused on tools and activities that can help reduce corruption risks within public agencies. It may also include the design and delivery of ethics training.

B. Meso level activities fostering innovation and supporting knowledge creation and dissemination among public agencies aimed at preventing and reducing corruption within public agencies. These activities will include, but will not be limited to, the creation of an innovation laboratory for government employees and agencies to facilitate knowledge

sharing on designing and monitoring the implementation of agency-level anti-corruption plans, the development of risk management tools for public agencies, and the drafting of a strategy aimed at promoting engagement between the SNA and external stakeholders.

- C. Macro level activities promoting greater capacity and a more effective collaboration among the different stakeholders interested in the successful implementation of Law 190/2012, namely the SNA, the A.N.A.C., the Italian Ministry for the Public Administration and the Italian National Statistical Agency (ISTAT). These activities will include, but will not be limited to, the design of a monitoring system for the National Anti-Corruption Plan that will integrate national and agency level effort and the creation of a baseline on the impact and costs of corruption for citizens.

5. Activities at the micro and macro levels will target all the agencies within the public administration. Meso-level activities will initially target selected public agencies that have already made significant progress in the implementation of the various requirements in the Law 190/2012. This initial set of public agencies will help the Participants define more precisely the structure and the content of the Meso-level activities, namely the innovation laboratory, the peer-learning and the knowledge sharing system. Following the piloting on the initial set of agencies, the Meso-level activities may be expanded to involve additional public agencies.

6. Macro-level activities under Pillar 1 may begin when complementary funding is made available by relevant partners involved in the implementation of Law 190/2012.

7. Under Pillar 2, the partnership may include the joint dissemination of knowledge products on public sector governance and anti-corruption through innovative and cost efficient means, exchanging and comparing experiences around the world and by supporting the design and implementation of national reform plans. In particular, this partnership may materialize in the form of joint technical assistance and capacity building provided to third countries in areas of civil service reform, procurement reform and transparency, using, as needed, the knowledge developed under Pillar 1 as needed and based on the existing demand and available resources.

8. Activities under Pillar 2 may begin when funding is made available to roll-out the training activities of the Program to public officials in third countries.

10. The specific activities included under Pillars 1 and 2 are further outlined on an indicative basis in Annex 1 and Annex 2, respectively.

II. Contributions to the Program

1. The Participants intend to develop a separate agreement for the financing of Micro-level and Meso-level activities under Pillar 1 based on cost recovery principles. The Participants further understand that they may contribute and will do their best efforts to provide resources and/or staff time for the design and implementation of the products described under Macro-level activities in Pillar 1 and under Pillar 2. Contributions would be an important element that would enhance the strategic partnership. Third party financing would be sought as well for both Pillars and in particular for the broad use and dissemination of the global public good that may emerge from this partnership.

III. Nature of the MoU

1. Nothing in this MoU is intended to be, or should be construed as, a waiver of the privileges and immunities of either Participant to which such privileges or immunity apply, if any, or its officers and

employees, which privileges and immunities are hereby specifically reserved.

2. The Participants enter into this MoU as independent entities and except as explicitly agreed otherwise, no Participant will act or have authority to act on behalf of any other Participant as agent, representative or otherwise. Nothing in this MoU will be deemed to create any legal partnership, joint venture, agency or fiduciary relationship between the Participants. This MoU does not constitute a legally binding agreement. Consequently, any contractual arrangements based on or resulting from the activities defined in the present MoU shall be dealt with in specific separate legally binding agreements between the Participants and/or third parties as the case may be.

3. Personnel of either Participant working on any activity contemplated by this MoU shall be and shall remain employees of the Participant that they represent.

IV. Intellectual Property and Non-Commercial Nature of the Activities

1. The Participants acknowledge that the names and marks (a) “World Bank Group” (WBG), International Development Association (IDA), “World Bank” and all variations thereof including the associated logos (collectively the Bank Name) and (b) “names and marks of SNA and all the variations thereof including their associated logos (collectively, the “Name and Marks”) are the sole and exclusive properties of the WBG and the SNA, respectively. No Participant will acquire any right, title or interest in or to any intellectual property or names or marks of any other Participant under this MoU.

2. The intellectual property rights of the Participants in any of its pre-existing reports, studies, analyses or other documents used by the Participants in connection with the activities carried out in this MoU will remain with that Participant. The intellectual property rights of the Participants in new materials arising from this partnership will be defined in separate agreements as the case may be. A Participant may explicitly grant the other participant the global, non-exclusive, perpetual (for the duration of the copyright), and royalty-free right to use, copy, display, distribute, publish and create derivative works of all or part of these above mentioned materials and incorporate the information therein in its research, papers, publications, web sites, and other media of the other participant, subject to the limitations on disclosure of confidential information and any third party rights.

3. The Participants understand that this MoU and any other documents provided or generated in connection with this MoU shall only be made available to the public after both parties have granted their written consent to such disclosure. For this purpose, each of the parties hereby authorizes the other party to disclose and distribute, publish or otherwise disseminate this MoU and any other documents in their final form or their related information, provided or generated in connection with this MoU; provided, however, that the providing Participant, in its reasonable discretion, may designate in writing any information provided or generated by it as proprietary or confidential. Any document that includes information so designated must be clearly marked as confidential on the document cover by the providing party. The receiving Participant may distribute, publish, disseminate or otherwise disclose such document or information contained within only after the providing Participant has given its prior written consent.

4. Work created under any activity undertaken pursuant to this MoU, may be used for institutional activities but not for commercial purposes.

5. Publications resulting from such partnership and collaborative activity may acknowledge the collaboration of the Participants and to this effect, the Participants may jointly formulate a text for such acknowledgement.

V. Notices

1. Any notice, request or other communication to be given or made under this MoU shall be in writing

and shall be deemed to have been duly given when delivered by hand, mail, established courier service, or facsimile to the Participant to which it is given at such Participant's address specified below, or at such other address as such Participant shall have designated by notice to the Participant giving such notice, request or communication.

VI. Contacts

World Bank Group	SNA
Name	Name
Contact details	Contact details

VII. Effects, Duration, Modification and Termination

1. This MoU shall enter into force and effect upon the signature by both Participants, shall remain valid for a period of two (2) years and can be extended beyond that period subject to the written confirmation of both Participants. Any Participant may terminate this MoU at any time upon not less than ninety (90) days prior notice to the other Participant.
2. Any modification to this MoU requires a written confirmation by both Participants.
3. After one (1) year of the start of activities of this MoU and at the end of the initial term of this MoU, the Participants may carry out a joint assessment to review the results and the lessons learnt from their collaborative activities.

VIII. Miscellaneous

1. In case of any disagreements that may arise during the implementation of this MoU, Participants understand they will do their best efforts to settle amicably.
2. This MoU has been prepared and signed in two identical counterparts in English language. Each Party shall receive one counterpart version.

|

On behalf of the SNA:



Authorized Representative

Name: Giovanni Tria

Title: Presidente Scuola Nazionale dell'Amministrazione

Date: JANUARY 30, 2014

On behalf of the World Bank Group



Authorized Representative

Name: Laura Tuck

Title: Vice President Europe and Central Asia

Date: JANUARY 30, 2014

NOT
ATTACHED

Annex 1 – Pillar 1: Indicative Activities

Annex 2 - Pillar 2: Partnership between WBG and the SNA for the design and implementation of training to civil servants in third countries

Indicative Activities	Tools
Design and delivery of training modules and activities focused, among the others, on the following areas:	
- Procurement	VCs; faced-to-face training; e-learning; action planning workshops.
- Public Financial Management	VCs; faced-to-face training; e-learning; action planning workshops.
- Ethics and Integrity	VCs; faced-to-face training; e-learning; action planning workshops.
- Public sector reforms (including strategic planning and M&E)	VCs; faced-to-face training; e-learning; action planning workshops.
- Public Investment Management	VCs; faced-to-face training; e-learning; action planning workshops.