



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PROCUREMENT BODY OF KOSOVO
AND
THE ITALIAN NATIONAL ANTICORRUPTION AUTHORITY**

The Organi Shqyrtues I Prokurimit (Procurement Review Body of Kosovo), as duly represented by Mr. Vjosa Gradinaj Mexhuani and the Autorità Nazionale Anticorruzione (Italian National Anticorruption Authority) as duly represented by Mr. Giuseppe Busia, collectively referred to as “Parties”:

- In line with the, values and principles guiding the institutional mission and the operation of each Party;
- Recognizing a mutual interest in the exchange of know-how between both institutions to enhance public procurement case review quality, staff knowledge building, public procurement system effectiveness to guarantee the rule of law;
- Guided by the principle of equality, mutual understanding and common interests, with the ultimate aim of promoting cooperation regarding common issues;

The parties have entered into the following Memorandum of Understanding (MoU):

**Article 1
Goal**

Within the limits of their jurisdiction and in line with the relevant laws and commitments arising from the international legal documents, the parties shall consent to boost inter-institutional relations and exchange their best practices relating to public procurement and to set up a collaboration on topics of interest for the two institutions.

**Article 2
Objectives**

The Parties will cooperate through:

- Organization of joint seminars, round tables, conferences, training courses, work visits, meetings centering around common interests or mutual training events, and delivering joint



workshops or conferences on matters significant to the public procurement and other educational events;

- Organization of high-level meetings to discuss strategies and areas of bilateral cooperation;
- Exchange information, practices and experiences relating to anti-corruption and transparency regulations, the supervision in the field of public procurements and the relevant measures adopted in this regard;
- Exchange experiences on the practical cases with regard to public procurement;
- Exchange information on the legal system, procurement laws, grievances redressal, as well as analytical materials, statistics, or reports;

Article3

Applicable law

This MoU shall be implemented by the Parties in accordance with their respective, as well as with the applicable EU and international public law.

This agreement does not represent an international agreement from which obligations under international law may arise.

Article 4

Coordination between the Parties

In order to facilitate the cooperation and information exchange under this Memorandum of Understanding, the Parties shall assign the contact persons, and all the communications will be made between them, unless otherwise agreed.

The contact persons will inform the Parties with regard to the implementation of this Memorandum of Understanding.

- For the Italian National Anti-corruption Authority, the Contact Person is Lorenza Ponzone
- For the Procurement Review Body of Kosovo, the Contact Person is Donike Hyseni - Senior Executive Assistant

The communication shall be made in written form or via electronic means in the following addresses:

Procurement Review Body of Kosovo

Address: Rr. Migjeni, (ish banka e Lublanës, Kati I V-të)

10000 Prishtinë, Kosovë

Email: donike.hyseni@rks-gov.net

- **National Anticorruption Authority**

Address: c/o Palazzo Sciarra, Via Marco Minghetti, 10 - 00187 Rome

Email: relazioni.internazionali@anticorruzione.it

Article 5

Expenses

This MoU implies no financial commitment by either Party. The activities implemented under this MoU are subject to the availability of personnel and financial resources of the Parties.

In case when the fulfilment of this Memorandum of Understanding's requirements implies financial costs, the Parties shall undertake to cover them, in accordance with the applicable legislation, within budgetary funds and opportunities available to them. The Parties shall not request the reimbursement of expenses deriving from the implementation of this Memorandum of Understanding, if not otherwise mutually specified in each case.

Article 6

Confidentiality and Logo

Each Party shall agree to maintain the confidentiality of the information and documentation obtained in accordance with this Memorandum of Understanding, based on the requirements of the legislation of the respective country and in case of a request submitted by the other Party.

The information provided by one Party to the other will always be considered strictly confidential and may not be disclosed outside of the respective organizations.

Exceptions on single issues will be agreed upon by the Parties.

Information about this MoU will be published on the websites of the Parties.

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 7

Amendments

Amendments and supplements to this MoU shall be made by mutual written consent of the Parties and formalized in the form of a protocol. The protocol shall enter into force on the date of its signing by the Parties and it will be an integral part of this MoU.

Article 8

Disclaimer

This Memorandum of Understanding shall not give rise to rights and obligations to Parties according to the public international law, and shall not impact the rights and obligations deriving from international agreements, in which Kosovo and Italian Republic are Parties thereof.

Article 9

Responsibility

Each Party shall be liable for claims arising from its actions or omissions, and those of its personnel, in relation to this MoU.

Article 10

Differences in interpretation

Any difference in the interpretation and/or implementation of this MoU shall be settled amicably by means of direct consultations and negotiations between the Parties.

Article 11

Final provisions

This MoU shall enter into force on the date of its signing by the last Party. It shall remain in force for a period of 3 (three) years.

Subject to satisfactory past implementation, this MoU may be renewed for a further three-year period by a written agreement between the Parties.

Each Party may terminate this MoU by giving a three-month prior written notice to the other Party.

Signed in two original copies, in English.

Signed in Rome, on March 16, 2023

The Procurement Review Body of Kosovo
Mrs. Vjosa Gradinaj Mexhuani

Italian National Anti-Corruption Authority
Mr. Giuseppe BUSIA

