



P 146237

PARTNERSHIP AGREEMENT

On Reducing Corruption Risks in the Public Administration in Italy

between

SCUOLA NAZIONALE DELL'AMMINISTRAZIONE

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated JANUARY 30, 2014

PARTNERSHIP AGREEMENT

AGREEMENT dated the 30 day of JANUARY, 2014, between the SCUOLA NAZIONALE DELL'AMMINISTRAZIONE (the "SNA") and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the "Bank") (jointly "the Parties").

WHEREAS, the SNA has requested the Bank to provide the SNA reimbursable advisory services described in the Schedule to this Agreement to support the SNA for the development of a new anti-corruption curriculum for civil servants, the design and implementation of a pilot training for trainers and the establishment of innovative means to share knowledge in line with the Italian Law on Anti-Corruption No.190/2012 dated November 6, 2012 (the "Law 190/2012"), which the Bank has agreed to provide upon the terms and conditions contained in this Agreement (the "Reimbursable Advisory Services" or "RAS");

WHEREAS the Parties have entered into a Memorandum of Understanding of even date to establish a strategic programmatic partnership to support knowledge creation and dissemination on anti-corruption in the public administration in Italy and in the public administration in third countries. As part of this partnership, the Parties may agree in the future to use the innovative products resulting from this Agreement in the context of joint dissemination activities.

NOW, therefore, the Parties hereto agree as follows:

1. **SNA contacts.** In carrying out the Advisory Services, the Bank will work closely with the designated staff of the SNA. The SNA will provide the Bank with the names and contact information for said designated staff.
2. **Timing.** While the Bank undertakes to mobilize all reasonable means available to it to carry out the Reimbursable Advisory Services in a timely manner, the work program and timetable set out in the Schedule to this Agreement have been prepared in good faith in light of information currently available to the Bank, and are given on an indicative basis assuming that SNA will at all times act in a timely manner in providing information, making decisions and providing necessary support as provided herein and as requested from time to time by the Parties.
3. **Payment.** The SNA shall pay the Bank a fixed fee of five hundred and eighty six thousand six hundred and twenty four Euro (€ 586,624) in accordance with the following schedule of payment:

	Amount of Installment	Event upon which Payment is Due
1.	10%	upon the registration of this Agreement by the Budget Office of the Presidency (Ufficio del Bilancio e per il Riscontro di Regolarita' Amministrativo Contabile della Presidenza del Consiglio dei Ministri)
2.	20%	upon the completion of step 5 in the table to the Schedule to this Agreement
3.	20%	upon the completion of step 6 in the table to the Schedule to this Agreement
4.	25%	upon the completion of step 10 in the table to the Schedule to this Agreement
5.	25%	upon completion of Step 11 of the table to the Schedule to the Agreement

All payments to the Bank hereunder shall be made in full when due, upon submission of an invoice by the Bank. Payment shall be made, in Euros, in immediately available funds, without any deductions whatsoever for taxes, duties, charges or other withholdings, and notwithstanding any pending dispute between the parties, to such account as the Bank may from time to time designate in writing.

4. **Effectiveness.** This Agreement shall become effective as of the day and year first above written, once it has been duly signed by both parties.

5. **Expiration.** This Agreement shall expire on the day falling 24 months after the date of this Agreement, unless it shall earlier be renewed with the mutual agreement of SNA and the Bank.

6. **Notices and Addresses.**

(a) All notices required or permitted to be given pursuant to this agreement shall be in writing and shall be deemed to have been duly given or made when delivered by hand or by mail, or facsimile to the signatories to this Agreement at their addresses as set out below or such other addresses as may be notified by either party from time to time. Notices forwarded by registered mail shall be deemed to be delivered upon delivery. Notices made by facsimile transmission shall also be confirmed by mail, with their effective date being the date of initial transmission.

(b) The following addresses are specified for the purposes of this Agreement:

For SNA:

Scuola Nazionale dell'Amministrazione
Via dei Robilant 11
00135, Roma
Italy
Phone: +39 06 335651
Fax: +39 06 3331416

For the Bank:

The World Bank
1818 H Street, NW
Washington, DC 20433
USA
Phone: +1 (202) 477-1234
Fax: +1 (202) 477- 6391

7. **Representations.** For the purposes of this Agreement, SNA represents that (a) it is a duly formed and validly existing entity under Italian law, (b) it has the power and authority to enter into and perform this Agreement, (c) all authorizations, approvals, consents and licenses from relevant authorities required by law in order for the SNA to enter into and perform this Agreement have been obtained or enacted, (d) no law or regulation, and no provision of the constituent documents of SNA, or any other agreement of SNA are or will be contravened by the entering into and performance by SNA of this Agreement, and (e) this Agreement constitutes the legal, valid and binding obligation of SNA, enforceable in accordance with its terms.

8. Entire Agreement and Counterparts.

- (a) This Agreement, together with its Schedule and Annex, constitutes the entire agreement among the parties hereto and supersedes any and all prior agreements, understandings and arrangements, oral or written, between the parties with respect to the subject matter hereof.
- (b) In case of any conflict between the terms of the Schedule and the Annex to this Agreement and those of this Agreement, the terms of this Agreement shall prevail.
- (c) This Agreement may be executed in several counterparts, each of which is an original, but all of which constitute the same agreement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as of the day and year indicated below.

**SCUOLA NAZIONALE
DELL'AMMINISTRAZIONE**

**INTERNATIONAL BANK
FOR RECONSTRUCTION
AND DEVELOPMENT**

By: 
Authorized Representative

By: 
Authorized Representative

Date: JANUARY 30, 2014

Date: JANUARY 30, 2014

SCHEDULE

Description of the Reimbursable Advisory Services

A. BACKGROUND

Italy introduced innovative measures to address corruption in the public administration through the Law 190/2012 which aims at improving transparency in the country's public sector, introducing new categories of corruption-related offenses, strengthening those already in the Italian Criminal Code, and requiring public organizations to examine their activities' exposure to corruption and to formulate plans to prevent it.

The new law identifies the SNA as the main agency responsible for training of civil servants to develop corruption prevention and risk management skills. The success of the SNA will depend on its capacity to deliver timely, comprehensive and engaging state-of-the-art training programs that will be used to support the implementation of the Law 190/2012. In this context, SNA's training activities will also support the activities of the Italian Ministry of Public Administration and Simplification.

However, the skills and background necessary to satisfy such requirements are not widespread in the public sector and it would be beneficial for SNA to learn from the knowledge and experience of third countries in the area of anti-corruption.

OBJECTIVE

The objective of the Reimbursable Advisory Services is to support SNA for the development of a new anti-corruption curriculum for civil servants, the design and implementation of selected training modules for training for trainers and the establishment of innovative means to share knowledge and successful experiences in line with the Italian Law 190/2012. It is expected that in doing so, SNA will contribute to enhance effectiveness and efficiency of the public sector in general in Italy and to support, in particular, the implementation of the Law 190/2012.

GENERAL METHODOLOGICAL APPROACH

The Bank will draw on its expertise in different sectors together with existing knowledge on case studies. The Bank will engage regularly with the SNA staff and colleagues from other Italian government entities via Video Conferences and field missions.

The Bank will provide its inputs and guidance to be delivered under the Reimbursable Advisory Services following an internal quality control mechanism and regular consultations with SNA. When available, the Bank will provide its advice based on the newest available data and information. The advice and inputs to the Reimbursable Advisory Activities will take the form of notes to be delivered to SNA. These notes will be prepared using the following approach: (a) definition of the issue; (b) collection of existing data and information to establish a benchmark; (c) selection of relevant data and case studies; and (d) analysis of information available.

A part of the Reimbursable Advisory Activities, the Bank will take into account the country systems to identify and monitor corruption in place. Any information collected will be used to further define the Reimbursable Advisory Activities to be carried out under this Agreement.

Since not all public sector organizations have the same risk of corruption, the Parties will work together to identify organizations at higher risk which require a more intensive learning and risk mitigation process.

B. ACTIVITIES

Reimbursable Advisory Services. Except as the Parties may otherwise agree, the Reimbursable Advisory Services shall include the following activities and outputs:

- Micro level activities building capacity and skills of public sector managers and employees in the area of anti-corruption.
- Meso level activities fostering innovation and supporting knowledge creation and dissemination among public agencies.

I. MICRO LEVEL - SUPPORTING CAPACITY BUILDING THE DEVELOPMENT OF A CURRICULUM ON CORRUPTION RISKS

The Bank will provide Reimbursable Advisory Services to support SNA: (a) develop an innovative curriculum to help civil servants in agencies of the public administration identify and start addressing corruption risks within their own line of work; (b) implement, on a pilot basis, selected training module for training for trainers, and (c) design a post-impact assessment framework for the training delivered by SNA.

Specifically, the activities shall include:

1. Content development

- (a) The Bank will carry out a review of existing international curriculum including shortcomings and strengths.
- (b) The Bank will develop input notes on the following four training areas identified by SNA:

(i) Introduction to Governance and Corruption

The input note on training on an introduction to governance and corruption aims at providing information and data on the problem of corruption, including:

- An introduction on the concept and indicators on corruption.
- A review of the dimensions and costs of corruption.
- An overview of approaches used to evaluate corruption at the country and/or sector level and develop policy reforms.
- A summary of policies fighting corruption that have been implemented or announced.

(ii) Models and Systems for the Corporate Management of the Risk of Corruption

The input note on training in the area of models and systems for the corporate management of the risk of corruption aims at:

- Presenting and analyzing corruption identification and measurement methods, including management structures inspired by risk management models applied by public and private entities.
- Presenting and discussing the various international standards of enterprise risk management (ERM) and of integrity risk management (IRM), including the related models and approaches for their effective introduction in typical contexts of the public administration.
- Analyzing mechanisms and procedures for the prevention and fighting of potential cases of corruption, including different systems for organizing work processes, control mechanisms, reporting and transparency procedures in the public administration.

(iii) Policies for the Management of Human Resources

The input note on training in the area of management of human resources aims at analyzing personnel management and development policies that public agencies may adopt to develop the integrity of their human resources and assign them an active role in identifying the risk factors and the measures for fighting corruption.

The training material which will be part of the input note will present the choices of recruitment, selection, training and specialization of the personnel, having special regard to those who operate in the sectors most exposed to the risk of corruption. Particular attention will be given to the composition of recruitment committees, the methods for selecting personnel with a flexible employment contract and the appointment of managerial staff.

(iv) Managerial Practices for the Management of Corruption Risk

The input note on training in the area of managerial practices for the management of corruption risks aims at building knowledge on topics such as public tenders, procurement, recruitment, transparency, penalties and whistleblowing in different sector to facilitate the preparation and adoption by SNA of prevention and risk management manuals

2. Delivery Development and Support

(a) The Bank will provide an input note to support SNA to:

- (i) Identify available methods for the delivery of training and pedagogical issues related to training of civil servants to maximize the efficiency and effectiveness of training courses.
- (ii) Develop criteria for the identification of potential participants to training modules and their needs.

(b) The Bank will provide support to SNA in its delivery, on a pilot basis, of selected training modules for selected managers in the four areas referred to in Section I.1 above.

3. Development of a framework to assess the impact of training delivered

The Bank will provide Reimbursable Advisory Services to support SNA develop post-impact assessment framework for the training delivered by SNA.

II. MESO LEVEL – FOSTERING INNOVATION AND KNOWLEDGE DISSEMINATION WITHIN THE PUBLIC ADMINISTRATION

The Bank will provide Reimbursable Advisory Services to support SNA address the limited dialogue and sharing of experience among public agencies in Italy by fostering knowledge sharing innovation and supporting knowledge creation and dissemination.

Specifically, the activities will include:

1. The design 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.
2. The development of risk management tools for public agencies.
3. The preparation of a note on how to develop an engagement strategy to facilitate exchanges between citizens and public administration.

Any change to the foregoing scope of work shall be set out in a writing signed by SNA and the Bank, setting out the additional work to be undertaken and the fees in respect thereof.

C. **Timetable.** Except as the Parties may otherwise agree, the Bank shall endeavour to perform the Reimbursable Advisory Services in accordance with the following tentative timetable:

	Indicative Deliverables and Milestones	Tentative Dates
1	SNA appoints the task team(s) for each component	Not later than two weeks after the signing of this Agreement
2	SNA provides the Bank a revised strategic program and all the relevant information identified by the Bank for each of the areas of work	Not later than four weeks after the signing of this Agreement
3	First Bank mission – Collection of information, interviews of stakeholders, identification of additional sources of information	Four weeks after milestone 1 and 2 are fulfilled
4	SNA provides additional information requested by Bank in the first mission	Three weeks after first Bank mission
5	Bank provides for component I: <ul style="list-style-type: none"> - 1. Draft input notes for each of the training areas proposed by SNA - 2. Draft in input note on impact assessment frameworks for training delivered - 3. Draft input note for delivery of training modules on selected topics on a pilot basis 	Twenty eight weeks after step 4

6	Bank provides for component II: - 1. A draft input note on lessons learnt to design and create an innovation laboratory - 2. A template for the development of a risk management tool for public agencies - 3. A draft input note on the designing of engagement strategy between public agencies and external stakeholders	Twenty four weeks after step 4 is completed
7	Second Bank Mission – Technical workshops with relevant stakeholders to review content and recommendations of draft input notes provided under Component I (Step 5)	Six weeks after the draft input notes (step 5) for the Component I are delivered
8	SNA provides feedback on draft input notes for Component I (Step 5)	Six weeks after Second Bank mission
9	Third Bank Mission – Technical discussion with key stakeholders to review the draft input notes for Component II (step 6) and to present and discuss the inputs for selected training modules for Component I (Step 5.3)	Eight weeks after draft input notes for Component II (Step 6) and Four weeks after draft inputs for selected training modules for Component I (Step 5.3)
10	SNA provides feedback on draft input notes for Component II (step 6) and on the inputs for selected training modules for Component I (Step 5.3)	Six weeks after Third Bank mission
11	Fourth Bank Mission - Bank provides and presents to SNA final input notes for the components I and II and supports SNA in the delivery of selected training modules on a pilot basis	Twelve weeks after Step 10

D. Bank Personnel. The task will be coordinated by the Bank's Europe and Central Asia Public Sector Unit (ECSPS), and the Bank personnel assigned to the Reimbursable Advisory Services will include lead and senior experts on governance and anti-corruption, human resource management, procurement, transparency and access to information, and knowledge management.

E. Counterparts and Facilities.

SNA shall carry out the following activities and provide the following facilities in support of the Reimbursable Advisory Services:

1. SNA shall facilitate the collaboration of the relevant institutions and encourage timely response to requests made by the Bank in the context of the Advisory Services.

2. SNA shall provide facilities for conducting workshops as described in this Agreement and shall cover the costs of other reasonable expenditures necessary for the successful completion of each workshop including, cost of photocopying, refreshments, snacks or other food for the attendees.

**ANNEX
STANDARD TERMS**

1. **Appointment and Performance Standard.** The SNA hereby appoints the Bank, and the Bank hereby agrees, to carry out the Reimbursable Advisory Services in the manner set forth in this Agreement, with the same care and diligence as it uses in its other analytical and advisory activities. The appointment of the Bank as adviser to the SNA hereunder shall be non-exclusive and shall not restrict the SNA from engaging other advisers on the same or related issues.

2. **Bank Personnel.** The Bank shall, in its sole discretion, determine the composition of the staff (including staff holding consultant appointments) ("Bank Personnel") assigned to perform the Reimbursable Advisory Services. The Schedule to this Agreement contains an indicative list of Bank Personnel likely to be involved in carrying out the Reimbursable Advisory Services; provided, however, that the Bank retains at all times the right to assign such other person or persons in addition to, or substitution for, any of the persons appearing on that list as the Bank may deem necessary or appropriate in the performance of its duties hereunder. The SNA may, if it has reasonable cause for dissatisfaction with the performance of any of the Bank Personnel, request the Bank to replace such person(s). For avoidance of doubt, it is agreed and understood that this Agreement does not create any employment or other contractual relationship between the SNA and Bank Personnel.

3. **SNA Contributions.** The SNA shall carry out the activities and provide the facilities and other arrangements set out in Section E of the Schedule to this Agreement.

4. **Bank Operational Policies.** The Bank shall provide its advice in a manner consistent with its relevant environmental and social safeguards policies.

5. **Records.** The Bank shall keep appropriate records of the Reimbursable Advisory Services in accordance with its normal record-keeping practices and shall furnish to the SNA such information regarding the Reimbursable Advisory Services as the SNA shall reasonably request. As such, the Bank shall maintain appropriate records for a period of seven years after the end of the Bank's fiscal year to which the record pertains.

6. **Intellectual Property.** The intellectual property rights of the parties in any of its pre-existing reports, studies, analyses or other documents used by the Bank in connection with the Reimbursable Advisory Services shall remain with that Party. The intellectual property rights in new materials prepared by the Bank in connection with the Reimbursable Advisory Services shall belong to the SNA; provided, however, that the Bank shall have 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 materials and incorporate the information therein in its research, papers, publications, web sites, and other media without the consent of the SNA, subject to the limitations on disclosure of confidential information and any third party rights.

7. **Representation of the Bank's views and use of the Bank's name, marks and logo.**

(a) The SNA agrees that it shall not represent, or permit the representation of, the Bank's views without the prior written consent of the Bank.

(b) The SNA further agrees that it shall not use, or permit the use of the Bank's name, marks or logos in any advertisements, promotional literature or information without the prior written consent of the Bank, and that if such consent is provided that it shall use the name, marks and logos strictly in accordance with the permission provided and with the insertion of the Bank's usual disclaimers.

(c) Both parties shall include the appropriate attribution and disclaimers in new materials prepared in connection with the Reimbursable Advisory Services that the views expressed by the author(s) do not necessarily reflect those of the World Bank, its Board of Executive Directors or the governments they represent.

8. **Confidentiality.** The Parties agree that this Agreement, the outputs set out in the Schedule to this Agreement, and any other documents provided or generated in connection with this Agreement 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 Agreement, the outputs set out in the Schedule to this Agreement in their final form, and any other documents in their final form or their related information, provided or generated in connection with this Agreement; provided, however, that the providing party, 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 party may distribute, publish, disseminate or otherwise disclose such document or information contained within only after the providing party has given its prior written consent.

9. **Disclaimers, Liabilities and Indemnification.**

(a) While the Bank will make diligent efforts in its performance of the Reimbursable Advisory Services, the Bank makes no express or implied representation or warranty as to the accuracy, completeness or sufficiency of any reports, documents, analyses, memoranda or other information, including any projections or estimates contained therein, prepared by or with the assistance of the Bank or Bank Personnel, nor as to the extent of success that may be achieved in the implementation of any recommendation contained therein.

(b) Without limitation to the immunities and privileges of the Bank under its Articles of Agreement and other applicable rules of international law, the Bank shall not be liable to the SNA or other third party for any loss, cost, damage or liability that the SNA shall incur as a result of the Reimbursable Advisory Services, unless those resulting from the gross negligence or willful misconduct of the Bank or Bank Personnel. Notwithstanding anything herein, the Bank's liability, if any, to the SNA hereunder shall not extend to any indirect, punitive or consequential damage, loss of profit or loss of opportunity, nor shall it exceed the amount of the professional fees received by the Bank for its account under this Agreement.

(c) The SNA shall (i) indemnify and hold the Bank and the Personnel harmless from any losses, costs, damages or liability to which the Bank or Bank Personnel may be subject, including without limitation as a result of any claim, suit or action brought against any of them by any third party (whether or not affiliated with the SNA) on whatever grounds, in connection with the performance of the Reimbursable Advisory Services by the Bank hereunder or the reliance by any person on anything done or not done by the Bank, and (ii) reimburse the Bank for any expenses, including any legal expenses, reasonably incurred by the Bank in connection therewith, except those resulting from the gross negligence or willful misconduct of the Bank or Bank Personnel.

(d) The parties acknowledge and agree that it is not the purpose of this Agreement to create a partnership, joint venture or similar arrangement whereby the parties could be held jointly liable vis-a-vis third parties or for any other purposes. Nothing herein shall constitute a commitment by the Bank to provide financing to the SNA in respect of the activities carried out under this Agreement or otherwise.

10. **Enforceability.** The rights and obligations of the Bank and the SNA under this Agreement shall be valid and enforceable in accordance with their terms notwithstanding the law of any state or political subdivision thereof to the contrary.

11. **Settlement of Disputes.** The parties hereto will endeavor in good faith to resolve any differences and disputes under, or in connection with, this Agreement by amicable settlement. Any dispute arising out of or in connection with this Agreement which is not settled by agreement of the parties shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules in force on the date of this Agreement. In the event of a conflict between the UNCITRAL Arbitration Rules and the terms of this Agreement, the terms of this Agreement shall govern.

12. **Privileges and Immunities; Tax Immunity.** The SNA recognizes and shall take all reasonable steps to give effect to the status, immunities and privileges of the Bank and its Personnel set forth in the Bank's Articles of Agreement and other applicable rules of international law. The parties acknowledge and agree that no provision of this Agreement, nor the submission to arbitration by the Bank, in any way constitutes or implies a waiver, renunciation, termination, or modification by the Bank of any privilege, immunity or exemption of the Bank granted in the Bank's Articles of Agreement and other applicable rules of international law. This includes, inter alia, the immunity of the Bank, its assets, income and its operations and transactions, from all taxation and customs duties.

13. **Amendments.** Any amendment or waiver of, or any consent given under, any provision of this Agreement shall be in writing and, in the case of an amendment, signed by the parties.

14. **Saving of Rights.** No course of dealing and no failure or delay by any party hereto in exercising any power, remedy, discretion, authority or other right under this Agreement shall impair, or be construed to be a waiver of or an acquiescence in, that or any other power, remedy, discretion, authority or right under this Agreement, or in any manner preclude its additional or future exercise.

15. **Successors and Assignees; No Assignment without Consent.** This Agreement binds and benefits the respective successors and assignees of the parties, provided that none of them may assign this Agreement in whole or in part without the prior consent of the other.

16. **Cooperation.**

(a) The SNA shall at all times provide the Bank in a timely manner with any and all information that may affect the performance of the Reimbursable Advisory Services, inform the Bank of any developments relating to the Reimbursable Advisory Services, and do all things necessary to enable Bank Personnel to carry out the Reimbursable Advisory Services hereunder. The SNA shall, in particular, without limitation:

(i) provide to the Bank all information on the SNA and the Reimbursable Advisory Services as may be necessary for the purpose;

(ii) permit Bank Personnel to visit the SNA's site(s) and facilities, and to have access to records relevant to the Reimbursable Advisory Services and to SNA employees and managers;

(iii) promptly notify the Bank of any proposed change in the nature or scope of the Reimbursable Advisory Services and of any event or condition which has or could reasonably be expected to have a material effect on the performance of the services; and

(iv) promptly provide to the Bank such other information as the Bank from time to time reasonably requests about the Reimbursable Advisory Services.

(b) It is expressly agreed and understood that the Bank shall bear no responsibility for delay in performance occasioned by the SNA's failure to provide its contribution as set forth in paragraph 3 of this Annex or otherwise cooperate as set forth in paragraph (a) above.

17. Termination.

(a) Either the SNA or the Bank may terminate this Agreement prior to its expiration upon ninety (90) days' written notice to the other. Upon receipt of such notice, the parties shall take all appropriate steps to terminate in an orderly manner the activities then ongoing under the Reimbursable Advisory Services and to settle promptly all outstanding matters.

(b) Notwithstanding termination or expiration of this Agreement, the provisions of this Agreement relating to (i) obligations of confidentiality and indemnity under Sections 8 and 10 of this Annex, respectively; (ii) the obligations spelled out in Sections 6 and 13 of this Annex; and (iii) the obligation of the SNA to pay to the Bank remuneration for the Reimbursable Advisory Services performed prior to the date of termination or expiration of the Agreement, as well as reimbursement of any reasonable costs related to the termination of the Agreement by the SNA, shall continue in full force and effect.