

**COUNCIL**

**Council**

**RENEWAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE ORGANISATION  
FOR ECONOMIC CO-OPERATION AND DEVELOPMENT AND THE ITALIAN NATIONAL  
SCHOOL OF ADMINISTRATION ON THE ESTABLISHMENT OF THE MENA-OECD  
GOVERNANCE PROGRAMME'S TRAINING CENTRE OF CASERTA**

**(Note by the Secretary-General)**

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*This document and any map included herein are without prejudice to the status of or sovereignty over any territory, to the delimitation of international frontiers and boundaries and to the name of any territory, city or area.*



1. The purpose of this note is to consult with Council prior to the signature of the renewal of the Memorandum of Understanding between the OECD and the National School of Administration of Italy (Scuola Nazionale dell'Amministrazione, "SNA", formerly known as the School of Public Administration), which established the "MENA-OECD Governance Programme's Training Centre of Caserta" in 2013 [C(2013)93]. The consultation is being held in accordance with the Resolution of Council on OECD facilities located outside headquarters of 23 November 2005 [C/M(2005)22/PROV, Item 294].

2. The MENA-OECD Governance Programme, which is part of the MENA-OECD Initiative on Governance and Competitiveness for Development, and the SNA have, since 2013, operated a joint training centre (the "Centre") based in the Royal Palace of Caserta, on the premises of the SNA, which provides capacity-building and training activities to senior civil servants from MENA and OECD countries in order to enhance good governance reforms and promote policy dialogue.

3. In recognition of the Centre's success, the OECD and the SNA have agreed to renew the mandate of the Centre. Its mandate and the modalities of co-operation between the SNA and the OECD are formalised in the renewed Memorandum of Understanding (MOU), set out in the Appendix to the present document. While the mandate and modalities of co-operation remain largely unchanged, some adjustments have been made to the governance provisions of the MOU, which take into account the experience of the past three years and are designed to allow both parties to best draw upon their respective strengths in order to facilitate the most effective and efficient execution of the co-operative activities envisaged in the MOU. In particular, the OECD will develop the programme of work of the Centre in consultation with the SNA before its final approval by the Organisation.

#### **Purpose of the Centre**

4. The Centre's purpose is to enhance good governance reforms in the MENA region and promote policy dialogue between MENA and OECD countries through the provision of capacity building activities and training of senior civil servants from MENA countries.

#### **Past and planned activities**

5. The Centre provides support in key areas of public governance, through: (1) the development and delivery of training courses and capacity building; and (2) knowledge sharing and organisation of dissemination events.

6. Since its creation in June 2013, numerous successfully and highly attended activities have been, among them:

- Training Seminars on Open Government and Open Data
- Training Seminars on Integrity and Transparency
- Training Seminars on Public Financial Management
- Meetings of the OECD Network of National Schools of Government
- Meetings of the MENA-OECD Public Procurement Network Meetings of the Advisory Committee

7. In line with the priorities of the MENA-OECD Governance Programme and its ongoing projects, a variety of events are already in preparation for the upcoming years. These include capacity building and

dissemination events on the following topics: youth and public governance, open government at the local level, and gender equality, subject to their inclusion in the PWB.

8. Over the past 3years, hundreds of senior public officials from the MENA region have had the chance to meet their peers from other MENA countries and from OECD members and engage in policy dialogue, knowledge sharing and exchange of good practices. This has contributed to reinforcing regional cooperation as well as to the dissemination of OECD principles and instruments in the areas of good governance and public administration reform.

9. The work to be conducted by the Centre is subject to its inclusion in the OECD's Programme of Work and Budget. Any activities of the Centre shall be carried out in accordance with OECD rules and practices.

### **Structure of the Centre**

10. The structure of the Centre is as follows:

- The Centre is managed by a Management Board composed of the President of the SNA (or his/her delegate), the Director of Public Governance and Territorial Development Directorate of the OECD (or his/her delegate); and the Executive Director of the Centre. The Management Board advises on the activities for the implementation of the programme of the work of the Centre as well as on the budget.
- The Centre also has a Consultative Structure composed of a representative of the SNA; a representative of the OECD; the Chair and Co-chair of the MENA-OECD Governance Programme; the Ministers of Public Administration (or similar institutions) of all interested MENA and OECD countries; and donors, scholars and partners from the public and private sectors. The Consultative Structure advises the Parties on the programme of work of the Centre and its effective implementation.
- The Centre operates with Paris-based OECD staff, who are in charge of the substantive aspects of the work of the Centre, in consultation with the SNA, and the Executive Director (local staff), who carries out fundraising activities for the Centre, implements the decisions of the Management Board and manages the operational/administrative activities of the Centre.

11. The Centre is located in the Royal Palace of Caserta in the premises of the headquarters of the SNA.

### **Financing**

12. All costs and financial obligations with respect to the Centre will be financed by the SNA. The OECD will finance only the costs related to the salaries and other related allowances of its staff based in Paris. A projected budget for the Centre for 2016-17 is presented in the Annex to the MOU.

**Proposed Action**

13. In the light of the preceding, the Secretary-General invites the Council to adopt the following draft conclusions:

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- a) noted document [C\(2016\)125](#);
- b) noted the draft of the renewal of the Memorandum of Understanding on the renewal of the mandate of the “MENA-OECD Governance Programme’s Training Centre of Caserta”, as set out in the Appendix to document [C\(2016\)125](#).

## APPENDIX

### RENEWAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT (OECD) AND THE ITALIAN NATIONAL SCHOOL OF ADMINISTRATION (SNA) ON THE ESTABLISHMENT OF THE MENA-OECD GOVERNANCE PROGRAMME'S TRAINING CENTRE OF CASERTA

The **Organisation for Economic Co-operation and Development** (the “OECD”) has implemented the **MENA-OECD Governance Programme** since 2005, in order to foster public sector reforms and strengthen regional and international co-operation, with a view to promoting good governance and sustainable economic growth in the Middle East and North Africa (MENA) Region.

The **National School of Administration** of Italy (Scuola Nazionale dell'Amministrazione, the “SNA”), formerly known as the School of Public Administration, aims to promote capacity building and policy dialogue, on a national and international level, on strategic issues concerning public sector reform and the challenges and goals of public administration. By encompassing research, training and knowledge sharing, the SNA is determined to establish its facilities as a centre of excellence. It focuses its work on good governance and public sector reform at the central and subnational levels. Through national and international partnerships, the SNA aims to exchange know-how and training experiences across the world.

In light of this background, the OECD and SNA (individually a “Party” and collectively the “Parties”) have, since 2013, operated a joint training centre (the “Centre”) based in the Royal Palace of Caserta, on the premises of the SNA, which provides capacity-building and training activities to senior civil servants from MENA and OECD countries in order to enhance good governance reforms and to promote policy dialogue. In recognition of the Centre's success, the Parties hereby agree on the present Memorandum of Understanding (the “MOU”).

#### Article 1 Purpose

- 1.1. The purpose of this MOU is to renew the Memorandum of Understanding between the Parties on the Establishment of the MENA-OECD Governance Programme's Training Centre of Caserta, initially signed on 10 September 2013.
- 1.2. This MOU also defines the modalities of co-operation between the OECD and the SNA regarding the implementation of joint activities that shall take place in the Centre within the context of the MENA-OECD Governance Programme and of the Action Plan on Open Governance and Anticorruption of the Deauville Partnership for Arab Countries in Transition (Governance Pillar).
- 1.3. Any activity conducted under this MOU is subject to its inclusion in the Parties' respective programmes of work and budgets and shall be carried out in accordance with the Parties' respective rules and practices. The detailed programme of work of the Centre shall be approved by the OECD, and developed in consultation with the SNA, taking into account guidance by the Consultative Structure.

## **Article 2**

### **Areas and means of co-operation**

- 2.1 The Centre shall provide support in key areas of public governance. Areas of focus shall include, but not be limited to:
- the role of the Centre of Government (COG) in designing and implementing public sector reforms policy impacts for inclusive growth;
  - citizen-centred approaches to legal and justice services;
  - whole of society resilience to critical risks;
  - evaluation frameworks to support inclusive growth policies;
  - gender equality in public life;
  - open government and inclusive policy making;
  - civil service effectiveness;
  - data driven public sector;
  - “what works” approaches to policy design and service delivery;
  - public sector productivity;
  - integrity strategy for policy makers; and
  - effective design and delivery of infrastructure.
- 2.2 The main goals of the Centre are the:
- a. development and delivery of training courses and capacity building; and
  - b. knowledge sharing and organisation of dissemination events.
- 2.3 The Centre shall build on the existing thematic networks of policy makers and practitioners of the MENA-OECD Governance Programme and on its structure of Working Groups and Focus Groups. The Centre shall draw upon these resources to identify those public servants who are most likely to benefit from the Centre’s activities and to link national reform efforts and regional priorities with the training activities provided.

## **Article 3**

### **Institutional Arrangements**

- 3.1 The Centre shall be managed by a Management Board composed of:
- the President of the SNA (or his/her delegate);
  - the Director of Public Governance and Territorial Development Directorate of the OECD (or his/her delegate);
  - the Executive Director of the Centre.
- 3.2 The Management Board shall decide on the detailed activities for the implementation of the programme of work of the Centre as well as on the budget.

## **Article 4**

### **Executive Director**

- 4.1 An Executive Director of the Centre shall be nominated by the SNA in agreement with the OECD. He/she shall be hired as an employee of and paid by the SNA. The Executive Director shall be responsible for carrying out fundraising activities for the Centre, implementing the decisions of the Management Board and managing the operational/administrative activities of the Centre. In particular, he/she shall manage the logistics of the events organised at the Centre.
- 4.2 The Executive Director shall be appointed in accordance with article 4.1 for a period of no less than one year. Throughout the duration of his/her appointment, he/she shall remain employed by the SNA and subject to the laws, regulations and rules applicable to him/her in his/her quality as an employee of

the SNA, in particular with regard to independence, integrity and loyalty, tact and discretion, and basic individual rights (non-discrimination, dignity, respect, etc.). The SNA shall continue to be responsible for the payment of the salary and benefits of the Executive Director. Under no circumstances shall the Executive Director be considered an official or employee of the OECD.

- 4.3 While acknowledging that the SNA provides inputs to the substantive work of the Centre, the Executive Director shall perform his/her tasks related to such substantive work under the supervision of the OECD. It is recognised, however, that the Executive Director remains bound to honour his/her obligations as an employee of the SNA and, in the event of conflict of obligations or of authority in his/her regard, the OECD and the SNA will consult each other on possible solutions.

## **Article 5**

### **OECD Staff in Paris**

- 5.1 OECD staff in Paris shall be in charge of the substantive aspects of the work of the Centre, including providing the content of the Centre's work and running the events, in consultation with the SNA.
- 5.2 OECD staff shall be based in Paris and appointed by the OECD.

## **Article 6**

### **Consultative Structure**

- 6.1 A Consultative Structure shall be created and be composed of:
- a representative of the SNA;
  - a representative of the OECD;
  - the Chair and Co-chair of the MENA-OECD Governance Programme;
  - the Ministers of Public Administration (or similar institutions) of all interested MENA and OECD countries; and
  - donors, scholars and partners from the public and private sectors.
- 6.2 The Consultative Structure shall advise the Parties in identifying ways in which the Centre can be most effective in implementing its programme of work. The Consultative Structure shall determine its own organisation, including the election of a chair, frequency of meetings and use of electronic meetings.

## **Article 7**

### **Budget**

- 7.1 The budget of the Centre comprises any costs related to the premises, to the establishment and the operation of the Centre, to the staff of the Centre, including OECD staff based in Paris, and any other financial obligations incurred with respect to the Centre.
- 7.2 Subject to the availability of funds, the OECD shall only finance the costs related to the salaries and other related allowances of the OECD staff based in Paris and, at its discretion, of specific missions and events to be hosted by the Centre which are included in the OECD's programme of work and budget. These costs shall be financed by the OECD budget, and /or voluntary contributions or grants.
- 7.3 Any other costs, including costs related to the Executive Director, the costs for the organisation of training courses, capacity building and any other events, as well as any other financial obligations with respect to the Centre, shall be financed by the SNA, subject to the availability of funds. The proposed budget in this regard is outlined in the Annex.

## **Article 8**

### **Responsibilities of the Parties**

- 8.1 The OECD shall be responsible for:
- a) providing and approving, in consultation with the SNA, the substantive content of the Centre's work;
  - b) participating in the events of the Centre;
  - c) approving the budget of the Centre jointly with the SNA; and
  - d) appointing the OECD staff referred to in Article 5 and financing all related costs as specified in Article 7 above.
- 8.2 The SNA shall be responsible for:
- a) providing inputs to the OECD on the substantive content of the Centre's work;
  - b) providing suitable premises for the Centre;
  - c) managing the operational/administrative operation of the Centre and raising funds;
  - d) preparing the budget of the Centre, in consultation with the OECD, and approving the budget;
  - e) appointing the Executive Director referred to in Article 4 and financing all related costs;
  - f) with regard to the costs related to the Centre and supported by SNA in accordance with Article 7, compensating for liabilities related to the Centre that have not been explicitly foreseen in the budget.

## **Article 9**

### **Intellectual Property**

- 9.1 All intellectual property rights over work that originates from the OECD or work created by the Parties' collaborative activities under this MOU shall belong solely and exclusively to the OECD (including without limitation know-how, copyrights, rights relating to data and any other industrial or intellectual property rights). The SNA agrees that the OECD retains copyright in all material that it supplies to the Centre for the purpose of this MOU and that such copyright shall not be shared with the SNA.
- 9.2 The OECD recognises the right of the SNA to use, in whole or in part, the OECD material provided to the Centre, as well as the work created by the Parties' collaborative activities in the framework of this MOU, subject to written agreement from the OECD and to an appropriate acknowledgment of the OECD source and intellectual property ownership rights as follows: (NAME of PUBLICATION), ©, (DATE), Organisation for Economic-Co-operation and Development (OECD), Paris.
- 9.3 Should the SNA need any OECD material in Italian, they shall use the translation approved by the OECD, when available. When no such approved translation is available, the SNA may undertake the translation into Italian, subject to a separate license agreement between the Parties.
- 9.4 All intellectual property rights over work that originates from the SNA shall belong solely and exclusively to the SNA. The OECD is authorised to use and translate, in whole or in part, any work developed by the SNA for the purpose of the MOU.



- 9.5 All intellectual property rights related to any work developed by the OECD using, in whole or in part, work developed by the SNA shall belong solely and exclusively to the OECD. The OECD shall acknowledge the SNA as the source.
- 9.6 The SNA is not authorised to use the work of the OECD or the work created by the Parties' collaborative activities in the framework of this MOU for any commercial purpose.
- 9.7 Work carried out by the Centre for the purpose of publication shall be subject to OECD rules and procedures and, in particular, those established by the OECD Publishing Policy. Any joint publication shall be subject to a separate written agreement by the Parties. The website of the Centre shall comply with OECD rules, procedures and policies. Both publications and the website shall comply with the Guidelines on the use of the OECD Brand. Publications shall acknowledge the participation of the SNA in the work of the Centre.

#### **Article 10 Settlement of Disputes**

- 10. Any dispute between the Parties arising out of or relating to this MOU including interpretation or application of any provision therein shall be settled amicably by the Parties.

#### **Article 11 Entry into Effect and Duration**

- 11. This MOU shall enter into effect upon signature by both Parties and shall apply for a duration of 3 years. Unless the Parties decide otherwise, it may be renewed in writing for further periods of no more than 3 years.

#### **Article 12 Amendment**

- 12. This MOU may be amended, in writing, by mutual agreement of the Parties.

#### **Article 13 Termination**

- 13.1 The MOU may be terminated by either Party by providing six (6) months' prior written notice to the other Party.
- 13.2 In case of termination or reduction or winding up of the Centre because of lack of funding, all the costs deriving therefrom shall be borne by the Parties in accordance with the apportionment of costs between the Parties as set out in Article 7.

Done in Paris on XX XX 2016 in two original copies, both in the English language.

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Ms. Mari Kiviniemi  
Deputy Secretary-General  
OECD

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Prof Bruno Dente  
Commissario Straordinario  
SNA

## ANNEX

**Proposed Budget for 2016-17**

OECD Training Centre of Caserta	
Estimated Budget – 2016-17	
<b>Caserta Staff Costs</b>	€ 250,000
<b>Activities</b>	
<i>5 Seminars</i>	€ 250,000
<i>Logistics</i>	€ 150,000
<i>Training material</i>	€ 100,000
<b>Miscellaneous</b>	€ 20,000
<b>TOTAL</b>	<b>€ 770,000</b>

As in kind contribution, the SNA will provide for office space in its headquarters in Caserta and in its offices of Rome in order to host the personnel dedicated to the functioning and administration of the Centre. In addition, specific training rooms will be dedicated to the activities of the Centre in the SNA headquarters of Caserta. It is specified that costs related to OECD staff in Paris and their missions will be covered by the OECD.