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Project acronym: DIGIWHIST

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Work Package 6: Sustainability

Title of deliverable: 6.2 Collaboration agreement with third parties

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	Dissemination Level	
PU	Public	☑
PP	Restricted to other programme participants (including the Commission Services)	
RE	Restricted to a group specified by the consortium (including the Commission Services)	
Co	Confidential, only for members of the consortium (including the Commission Services)	

Memorandum of Understanding
on the Establishment of the DIGIWHIST Network on Public Procurement (MoU)

Preamble

Concerned about the seriousness of threats posed by corruption in the public procurement sector to the stability and security of societies
Being aware that preventing and combating corruption in the area of public procurement can be substantially enhances by international co-operation through sharing knowledge and expertise
Having regard that fair, transparent and efficient public procurement enable the public to better monitor tenders and procedures
Reiterating the need to ensure transparency, accessibility, accountability, legitimacy, impartiality and integrity of public procurement data
Acknowledging Directive 2014/24/EU of the European Parliament and of the Council on public procurement
Acknowledging the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) by which European Union (EU) institutions intend to strengthen and unify data protection for all individuals within the EU.

Section 1: Introduction

1.1. In the framework of the Horizon 2020 Research Programme a consortium of six partner organizations, worked on DIGIWHIST project (full title: "The Digital Whistleblower. Fiscal Transparency, Risk Assessment and Impact of Good Governance Policies Assessed") from 01 March 2015 until 28 February 2018. This consortium is composed of the following organisations: the Chancellor, Masters and Scholars of the University of Cambridge (UCAM), Hertie School of Governance gGmbH (HSOG), Universita Cattolica del Sacro Cuore (UCSC), Government Transparency Institute (GTI), Datlab Sro (DATLAB) and Open Knowledge Foundation Deutschland (OKFDE) (hereinafter jointly referred to as DIGIWHIST Consortium).

1.2. The DIGIWHIST Consortium has conducted three years of research and tool development with the aim of increasing transparency and accountability in the field of public procurement in 33 jurisdictions (28 EU member states, Norway, the European Commission, Iceland, Switzerland, and Georgia). The research results led to the creation of the DIGIWHIST watchdog portal: Opentender.eu for different actors and stakeholders interested in fair, transparent and efficient public procurement enabling the public to better monitor tenders.

1.3. Based on the work conducted by DIGIWHIST project on Opentender.eu and taking into account its research results and importance of continuing its sustainability, the DIGIWHIST Consortium has decided to create a DIGIWHIST network on public procurement (hereinafter DIGIWHIST network) that will include organisations active in the field of public procurement.

1.4. DIGIWHIST Consortium decided to designate OKFDE as the partner that is in charge of signing the Memoranda of Understanding with different stakeholders who would like to join the DIGIWHIST network.

Section 2: Objectives

2.1. DIGIWHIST network is determined to create a strong partnership that will generate synergies and enhance sharing of public procurement and expertise between the DIGIWHIST network and other stakeholders.

2.2. Members of the DIGIWHIST network do hereby declare their willingness to further strengthen their cooperation on the basis of the self-commitments set out in this MoU and, in light of the multiple challenges facing public procurement, to press ahead with the said cooperation in the area of its transparency and accountability in an effective and forward-looking manner.

Section 3. Organisation and working arrangements

3.1. Members of the DIGIWHIST networks are representative of the signing parties and will communicate over email and attempt to organise meetings, if funds are available.

3.2. The Members of DIGIWHIST network will seek to launch international collaboration for anti-corruption training and networking projects, as well as mutually exchange information to enable participating organizations to build up a picture of each other's methods and legal and administrative arrangements.

3.3. There is no intention under this MoU to modify or create any obligations contrary to the institutional and policy framework of either Party or the scope of their respective mandates.

3.4. The cooperation under this Memorandum is not exclusive.

Section 4: Opentender.eu portal

4.1. **Making Public Tenders More Transparent (Opentender,** available on www.opentender.eu) is a platform that allows to search and analyze tender-level data from 33 European jurisdictions (28 EU member states, Norway, the European Commission, Iceland, Switzerland, and Georgia) either by national portal or by exploring all available data at once. Opentender allows for selecting between different ways of interacting with the data, enabling users to compare different tenders as well as identify red flags specific to those tenders based on DIGIWHIST indicators. Opentender is maintained by GTI (server hosting and domain) with DATLAB assisting with portal software updating, data collection and dissemination.

4.2. Relevant complains from third parties relating to information shown on the portal will be discussed between the network partners and GTI and DATLAB, aiming to resolve the problem.

4.3. GTI and DATLAB will continue to maintain the portal, update the data, and, resources permitting, work to improve the functionality of the portal, including based on feedback from users and national network partners.

4.4. National portals: DIGIWHIST network representatives, if they wish to do so, can include their contact information on the national portal of their respective country and serve as a contact point for interested users in that country.

Section 5: DIGIWHIST network chair and secretariat

5.1. The chair of DIGIWHIST network will be the OKFDE.

5.2. The OKFDE, as the signatory party of the MoUs will coordinate the work of the DIGIWHIST network.

5.3. GTI will serve as the Secretariat for the DIGIWHIST network and support OKFDE in the outreach and policy impact activities of the DIGIWHIST network.

Section 6: Collaboration

6.1. On the basis of mutual respect and mutual benefit the Parties intend, as appropriate and within the scope of their mandates, to cooperate closely and consult with each other.

6.2. DIGIWHIST network member will coordinate their efforts to apply for projects to make DIGIWHIST data collection infrastructure and tools sustainable.

6.3. Consortium partners will promote DIGIWHIST tools and policy recommendations to civil society and governments. Depending on the available funding Consortium partners will organise training on DIGIWHIST tools, data and best practices.

6.5. GTI will be maintaining an up to date list of partners and putting it up on the partners page on Opentender.eu.

Section 7: Amendments

7.1. The signing parties encourage NGOs and stakeholders in the field sign this Memorandum of Understanding.

7.2. An application to join DIGIWHIST network shall be expressed in an email of the respective institution to the chair of DIGIWHIST network. Any application by a new institution to join DIGIWHIST network and sign this Memorandum of Understanding must be agreed by the chair of the DIGIWHIST network and consulted with other interested DIGIWHIST network representatives.

7.3. If so requested by any party, the parties shall mutually review this Memorandum of Understanding and amend it as appropriate.

Section 8: Termination

8.1. This Memorandum of Understanding is unlimited in duration.

8.2. Any party may terminate their participation in this Memorandum of Understanding by giving one month's notice by sending a signed letter to the chair of DIGIWHIST who will notify all members.

Section 9: Costs

9.1. The parties shall not charge each other any costs under this agreement.

Section 10: Final provisions

10.1. This MoU has been drawn up in duplicate. Each party shall receive one copy.

10.2. The Parties have caused this Memorandum of Understanding to be duly signed by the undersigned authorised representatives in separate signature pages.

10.3. This Memorandum of Understanding shall enter into force on the date of its signing by the respective parties.

10.4. This Memorandum of Understanding is not intended to be legally binding.