

INTEGRITY PACT

Relating to tender procedures aimed at stipulating public contracts

(CIG award procedure/CUP..... referred to the resolution n. of)

THE NATIONAL INSTITUTE OF NUCLEAR PHYSICS (hereinafter called INFN or Administration) with registered office in via E. Fermi 54, Frascati, Italy, tax code 84001850589, and operational headquarters Sezione di Catania, Via S. Sofia, 64 – Catania, represented by the Director domiciled for the office in Sezione di Catania;

AND

THE COMPANY (hereinafter referred to as ECONOMIC OPERATOR) with registered office in

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Tax code / VAT number represented by. as
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- Article 1, paragraph 17, of Law No. 190 of 6 November 2012, containing "Provisions for the prevention and the repression of corruption and illegality in the public administration ";
- Legislative Decree 18 April 2016, n. 50 containing "Implementation of Directives 2014/23 / UE, 2014/24 / UE e 2014/25 / EU on the award of concession contracts, public procurement and procedures procurement of utility companies in the water, energy, transport and postal services sectors, as well as for the reorganization of the regulations in force on public contracts relating to works and services and supplies ", and subsequent amendments and additions (hereinafter referred to as the Code of Contracts);
- ANAC Resolution no. 72/2013 with which the "National Anti-corruption Plan" was approved (PNA) ";
- the resolution of the Board of Directors no. 16168 of 28 January 2022 with which the INFN's "Three-year Corruption and Transparency Prevention Plan 2022-2024" was approved;
- the Presidential Decree April 16, 2013, n. 62, with which the "Regulation containing the code of behavior of public employees, pursuant to article 54 of the legislative decree of 30 March 2001, n. 165 ";

- the resolution of the Board of Directors no. 13352 of 26 September 2014 with which the "INFN Employee Code of Conduct" was approved;

AGREE AS FOLLOWS

Article 1

(Purpose and scope of application)

1. This Integrity Pact represents a preventive measure against corrupted or concussive practices, or practices in any case tending to undermine the proper conduct of the action administrative in the context of public tenders announced by the Administration.
2. In the Agreement are established mutual and formal obligations between the Administration and each Economic Operator participating in the tender procedure and possibly awarded it, in order to conform its behavior to the principles of loyalty, transparency and fairness at all stages of the contract, from participation to contractual execution.
3. With the Integrity Pact, the Parties shall, in particular, make an express anti-corruption commitment not to offer, accept or claim sums of money or any other reward, advantage or benefit - either directly or indirectly through intermediaries - for the purpose of awarding the contract and/or to distort its correct execution in progress.
4. This Agreement applies to all tender procedures above and below the Community threshold, including direct award procedures, unless there is already a specific assignment specific Integrity Agreement prepared by another legal entity (for example Consip).
5. The Integrity Pact disciplines and regulates the conduct of economic operators and all subjects employed in any capacity by the same operators as part of the tender procedures announced by the Administration, in which they participate, and in the execution phase of the contract possibly to them entrusted as a result of the aforementioned tender procedures.
6. The Integrity Pact also governs the behavior of each member of the Administration that works within the tender procedures (in any kind of contractual relationship required by current legislation), as well as in the execution phase of the contract that will follow. Being aware of the content of this Integrity Pact, the two parties fully agree with it, as well as with the penalties for them in the event of non-compliance with it.
7. The Agreement, signed for acceptance by the legal representative of the Company, is presented by the Economic Operator, attached to the required administrative documentation for the participation in the future tender, and is an integral and substantial part of the contract. In case of Consortia or Temporary Groups of Companies, the Agreement must be signed by the legal representative of the Consortium as well as of each of the Member Companies or grouped companies and by, if any, Technical Directors.

In case of recourse to pooling, the Agreement must also be signed by the legal representative of the Auxiliary company and, if any, by the Technical Director. In case of subcontracting - where permitted - the Agreement must also be signed by the lawyer of the person entrusted with the subcontract itself, and by, if any, the Technical Director.

8. The presentation of the Agreement, signed for unconditional acceptance of the related provisions, for the Economic Operator is an essential condition for admission to the tender procedure (there will be exclusion from the tender without it). The lack of the declaration of acceptance of the Integrity Pact or the lack of the production of the same, duly signed by the competitor, can be regularized through the preliminary procedure referred to in art. 83, paragraph 9, of the Code of Contracts. If the company does not meet the requirements of the procedure, it will be excluded from its award procedure.

Article 2

(Obligations of the Economic Operator)

- 1 By accepting and signing the Integrity Pact, the Economic Operator undertakes:
 - to conform their conduct to the principles of loyalty, transparency and correctness;
 - not to pay or promise to pay to anyone - directly or through third parties, therein including related or controlled entities - sums of money, benefits, or other benefits aiming to facilitate the award of the tender and / or the contract execution phase;
 - to report to the Administration any attempt to disturb, irregularity or distortion during the stages of carrying out the award procedure or during the execution of the contract by of any interested party or employee or anyone who may influence the decisions relating to the procedure, including unlawful requests or claims by employees of the Administration itself;
 - not to have the effect, by unlawful means, of distorting free competition, agreeing with other participants in the tender procedure;
 - to promptly inform all personnel who make use of this Integrity Pact and of the obligations contained therein and to supervise in compliance with them;
 - to report situations of conflict of interest, of which it is aware, against the Administration personnel;
 - not to confer tasks or enter into contracts with the subjects referred to in art. 53, paragraph 16-ter, of Legislative Decree no. Lgs. N. 165/2001 and subsequent amendments. Otherwise, the INFN will immediately exclude the Economic Operator from the participation in the tender procedure;
 - to disclose, upon request of the Administration, all payments concerning the contract made after having followed the award procedure;

2 The obligations referred to in paragraph 1 above, in the execution phases of the contract, refer to the economic operator with whom the Administration has entered into the contract, who will have the burden of demanding compliance also from all its subcontractors. For this purpose, the clause, that provides for compliance with the obligations set out in this Integrity Pact, will be inserted in the contracts stipulated by the economic operator with its subcontractors and subcontractors. For this purpose, the clause, that provides for compliance with the obligations set out in this Integrity Pact, will be inserted in the contracts stipulated by the economic operator with its subcontractors.

Article 3 (Sanctions)

1. The verification of non-compliance, or even of one of the obligations indicated in art. 2 of this Agreement, by the Economic Operator is declared at the outcome of a verification procedure in which adequate debate will be proposed to the same Operator.
2. In the event of a verified violation by the Economic Operator, whether as a competitor or contractor, of one of the commitments undertaken pursuant to the previous art. 2, will also be applied, cumulatively and subject to specific further provisions of the law, one or more of the following sanctions:
 - exclusion from the award procedure or revocation of the award, with consequent enforcement of the provisional bail, depending on whether the violation is ascertained at the stage prior to the award of the contract or in the phase following the award;
 - revocation of the award and enforcement of the deposit if the violation is ascertained in the phase which follows the award of the contract, but prior to the signing of the contract;
 - termination of the contract, pursuant to and for the purposes of art. 1456 of the civil code, and enforcement of the definitive deposit, if the violation is verified in the execution phase of the tender;
 - reporting the violation to ANAC and to the competent authorities.
3. The Administration may decide whether or not to terminate the contract if it deems it prejudicial to the public interests underlying the contract; in any case, any right to compensation for damage and the application of any sanctions are guaranteed.
4. In any case, the verification of a violation of the obligations assumed through this Agreement of Integrity is a legitimate cause to exclude the company from participating in the procedures awarding of works, supplies and services by the Administration for 5 years.

Article 4

(Obligations of the Administration)

1. The Administration's conduct conforms to the principles of loyalty, transparency and correctness. In particular, it undertakes an anti-corruption commitment not to offer, accept or request sums of money or any other reward, advantage or benefit, either directly or indirectly through intermediaries, in order to assign the contract and / or in order to distort its relative correct execution.
2. The Administration informs its staff and all members operating in it, who are for any reason involved in the aforementioned tender procedure and in the supervision, control and management phases of the execution of the related contract if assigned, regarding this Integrity Pact and the obligations contained therein, monitoring their observance.
3. The Administration will activate the legal procedures against the personnel who do not respect the principles referred to in the first paragraph of this article, the provisions contained in the Code of Conduct for civil servants referred to in the D.P.R. 62 of 16 April 2013, as well as those prescribed in the Code of Conduct for Administration employees.
4. As for the tender procedure and the contract execution phases, the Administration will request a preliminary investigation regarding any reports received concerning abnormal practices by its staff.
5. The Administration formally establishes the violations of this Integrity Pact, safeguarding the adversarial principle.

Article 5

(Effectiveness of the integrity pact)

1. This Integrity Agreement and the related sanctions apply from the start of the assignment procedure until the complete execution of the contract stipulated following the procedure itself.

Article 6

(Place of jurisdiction)

1. Any dispute relating to the interpretation and execution of this Integrity Agreement between the Administration and the Economic Operators, or among the Economic Operators, will be resolved by the competent judicial authority of the Court of Rome.

Date.....

INFN
Legal Representative

Economic Operator
Legal Representative