



INTEGRITY PACT

Relating to tendering procedures for the conclusion of public contracts

THE NATIONAL INSTITUTE OF NUCLEAR PHYSICS (hereinafter called INFN or Administration) with registered office in via E. Fermi 54, Frascati, Italy, tax code 84001850589, in the person of the Director Prof. Mauro Gino Taiuti (as delegate of the Legal representative the President, Prof. Antonio Zoccoli, CF ZCCNTN61M16A944Y domiciled for the office in Via E.Fermi 54 - 00144 Frascati), Tax Code 84001850589
domiciled for office in Via Dodecaneso, 33 16146 Genova;

AND

THE COMPANY (referred to as ECONOMIC OPERATOR)

with registered office in ... - Tax Code/ VAT No.

..... represented by hereinafter in their
capacity as.....

CONSIDERING

- article 1, paragraph 17 of Law No. 190 of 6 November 2012, concerning '*Provisions for the prevention and repression of corruption and illegality in the public administration*';
- Legislative Decree 18 April 2016, No. 50 on '*Implementation of Directives 2014/23/EU, 2014/24/EU and 2014/25/EU on the award of concession contracts, public contracts and the procurement procedures of entities operating in the water, energy, transport and postal services sectors, as well as on the reorganisation of the existing rules on public contracts for works, services and supplies*', as amended and supplemented (hereinafter referred to as the Contracts Code);
- ANAC Resolution No. 72/2013 approving the 'National Anti-Corruption Plan (NAP)';
- the resolution of the Board of Directors no. 16168 of 28 January 2022 approving INFN's '*Three-Year Plan for the Prevention of Corruption and Transparency 2022-2024*';
- Presidential Decree 16 April 2013, No. 62, with which the '*Regulations on the Code of Conduct for Public Employees, pursuant to Article 54 of Legislative Decree 30 March 2001, no. 165*' was issued;
- the resolution of the Board of Directors No. 13352 of 26 September 2014 approving the '*Code of Conduct for INFN Employees*';

THEY AGREE AS FOLLOWS

Article 1

(Purpose and scope)

1. This Integrity Pact represents a measure of prevention against corruptive or extortionist practices or in any case tending to undermine the proper performance of administrative action in the context of public tenders launched by the Administration.
2. The Pact establishes reciprocal and formal obligations between the Administration and each Economic Operator participating in the tender procedure and eventual winner thereof, in order to conform their conduct to the principles of loyalty, transparency and fairness in all the phases of the contract, from participation to contractual execution.
3. With the Integrity Pact, the Parties, in particular, undertake the express anti-corruption commitment not to offer, accept or demand 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 proper performance while under development.
4. This Pact applies to all tendering procedures above and below the EU threshold, including direct awarding procedures, unless a specific Integrity Pact already exists for the specific awarding procedure by another legal entity (e.g. Consip).
5. The Integrity Pact governs and regulates the conduct of economic operators and of all persons employed in any capacity by the same operators in the context of tender procedures called by the Administration, in which they participate, and in the execution phase of any contract entrusted to them as a result of the aforementioned tender procedures.
6. The Integrity Pact also governs the conduct of any person of the Administration employed - under any form of contractual relationship provided for by the law in force - in the context of tender procedures, as well as in the execution phase of the ensuing contract. The same persons are aware of the content of this Integrity Pact, the spirit of which they fully share, as well as of the sanctions provided for against them in the event of non-compliance.
7. The Covenant, signed for acceptance by the legal representative of the Company, is presented by the Economic Operator attached to the administrative documentation required for participation in the tender and constitutes an integral and substantial part of the future contract.

In the case of Consortia or Temporary Associations of Companies, the Covenant must be signed by the legal representative of the Consortium as well as by each of the Consortium or Associated Companies and any Technical Directors. In the event of recourse to pooling, the Covenant must also be signed by the legal representative of the Auxiliary Company and by the Technical Director, if any.
- In the case of subcontracting – where permitted – the Pact must also be signed by the legal representative of the subcontractor and by any Technical Director.
8. For the Economic Operator, the presentation of the Pact, signed for unconditional acceptance of its provisions, constitutes an essential condition for admission to the tender procedure, under

penalty of exclusion therefrom. Failure to provide a declaration of acceptance of the integrity pact or failure to produce it duly signed by the tenderer may be regularised through the preliminary investigation procedure provided for in Article 83(9) of the Contracts Code.
If the company does not comply with the requirements of the preliminary investigation procedure, it will be excluded from the relevant award procedure.

Article 2

(Obligations of the Economic Operator)

1. By accepting and signing the Integrity Pact, the Economic Operator undertakes:

- to conduct itself according to the principles of loyalty, transparency and fairness;
- not to pay or promise to pay to anyone -directly or through third parties, including connected or controlled entities- sums of money, advantages, or other utilities aimed at facilitating the award of the tender and/or the execution of the contract;
- to report to the Administration any attempt at disruption, irregularity or distortion during the phases of the award procedure or during the execution of the contract by any interested party or employee or by anyone who may influence decisions relating to the procedure, including unlawful requests or claims by employees of the Administration itself;
- not to agree with other participants in the tender procedure to unlawfully restrict free competition;
- to promptly inform all staff members who make use of this Integrity Pact and the obligations it contains, and to ensure that they are complied with;
- to report situations of conflict of interest, of which they are aware, with respect to Administration personnel;
- not to grant appointments or enter into contracts with the persons referred to in Article 53(16-ter) of Legislative Decree no. 165/2001 as amended and supplemented. Otherwise, INFN will immediately order the exclusion of the economic operator from participation in the tender procedure;
- to disclose, at the request of the Administration, all payments made and concerning the contract possibly concluded following the award procedure.

2. The obligations referred to in paragraph 1 above, during the execution of the contract, shall be understood to refer to the Economic Operator with which the Administration has concluded the contract, which shall have the responsibility of demanding compliance also from any and subcontractors. To this end, the clause providing for compliance with the obligations set out in this Integrity Pact shall be included in the contracts concluded by the Economic Operator with its subcontractors.

Article 3

(Sanctions)

1. Finding any non-compliance by the Economic Operator with even one of the obligations set forth in Article 2 of this Pact shall be declared at the outcome of an audit procedure during which the Operator shall be guaranteed ample opportunity to respond.

2. In the event of an ascertained breach by the Economic Operator, whether as competitor or as successful tenderer, of one of the commitments undertaken as per Article 2 above, one or more of the following sanctions shall be applied, also cumulatively and without prejudice to specific further legal provisions:

- exclusion from the award procedure or the revocation of the award, with the consequent forfeiture of the provisional deposit, depending on whether the infringement is established in the phase preceding the award of the contract or in the phase following the award;
- revocation of the award and forfeiture of the deposit if the infringement is established in the phase following the award of the contract, but prior to the conclusion of the contract;
- termination of the contract, pursuant to and for the purposes of Article 1456 of the Civil Code, and enforcement of the final bond if the breach is established during the contract execution phase.
- reporting the fact to the ANAC and the competent authorities.

3. This is without prejudice to the right of the Administration not to avail itself of the termination of the contract if it considers it detrimental to the public interests underlying the contract; this is without prejudice, in any event, to any right to damages and the application of any penalties.

4. In any case, the ascertainment of a breach of the obligations undertaken in this Integrity Pact constitutes legitimate grounds for the exclusion of the company from participation in the procedures for the awarding of works, supply and service contracts launched by the Administration for the following 5 years.

Article 4

(Obligations of the Administration)

1. The administration adapts its conduct to the principles of loyalty, transparency and fairness. In particular, it undertakes the express anti-corruption commitment not to offer, accept or demand 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 in order to distort its proper performance.

2. The Administration must inform its personnel and all persons working within it, howsoever involved in the above-mentioned tender procedure and in the supervision, control and management phases of the execution of the relevant contract if awarded, about this Integrity Pact and the obligations contained therein, supervising their observance.

3. The Administration shall initiate the procedures envisaged by law against personnel who do not conduct themselves in accordance with the principles referred to in the first paragraph of this Article, with the provisions contained in the code of conduct for civil servants referred to in Presidential Decree no. 62 of 16 April 2013, as well as those called for in the Code of Conduct for

employees of the Administration.

4. The Administration will commence an investigation procedure to verify any reports it receives of abnormal conduct by its staff in relation to the tender procedure and the phases of contract execution.

5. The Administration formalises the establishment of breaches of this Integrity Pact respecting the principle of adversarial proceedings.

Article 5

(Validity of the integrity pact)

1. This Integrity Pact and the related sanctions apply from the start of the award procedure until the complete performance of the contract concluded as a result of that procedure.

Article 6

(Jurisdiction)

1. Any dispute concerning the interpretation and execution of this Integrity Pact between the Administration and the Economic Operators, or between the Economic Operators themselves, shall be settled by the competent judicial authority of the Court of Rome.

Date,

For INFN

The Legal Representative

For the Economic Operator

The Legal Representative