**The Integrity Pact**

Concerning tender procedures aimed at the conclusion of public contracts

**Among**

# The Company APT Servizi s.r.l. Emilia Romagna Region, (C.F. and P.IVA/VAT n. 01886791209), with **registered office** in Bologna, Viale Aldo Moro, 62

**e**

The company/ The firm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the Economic Operator), head office registered at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, street\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CF/SSN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ VAT number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ represented by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WHEREAS**

1. that by "Integrity Pact" is meant an agreement having as its object the regulation of behaviour inspired by the principles of loyalty, transparency and fairness, a system of conditions whose acceptance is conceived by the contracting company as a necessary and conditioning prerequisite for the participation of competitors in a tender. The integrity pact aims, in fact, to establish a set of rules of conduct aimed at preventing phenomena of corruption and enhancing ethically appropriate behaviour for all competitors and company personnel employed at every level in the performance of procedures for the assignment of goods, services and works and in monitoring the execution of the relevant contract assigned, (ANAC Guideline No. 15 /2019- Resolution June 5, 2019 No. 494). It is a measure aimed at achieving the objective pursued by the legislature, to ensure coordinated action in the activity of controlling, preventing and fighting against corruption and illegality in public administration. It is characterized by immediate preceptivity and applicability. The application will be supervised on a random basis by the RPCT within the scope of its control powers.

2. that the possibility of using this tool is inherent in the dictate of Article 1, paragraph 17, of Law 190/2012 *bearing " Provisions for the prevention and repression of corruption and 'illegality in public administration***"**

3. that ANAC with Determination No. 1134 of 8.11.2017 in the "Guidelines for the *implementation of regulations on the prevention of corruption and transparency by companies and private-law entities controlled and participated in by public administrations and public economic entities*" invited the participating administrations in the aforementioned entities and companies to promote the adoption of legality protocols and integrity pacts.

**All of the above, the Parties agree and stipulate the following:**

**ARTICLE 1**

**PURPOSE**

This integrity pact represents a measure of prevention against corruptive and extortionate practices or otherwise tending to undermine the proper conduct of 'administrative action in the' scope of contracts of services tendered by the company.

The Pact signed for acceptance by the legal representative of the company is submitted by the economic operator attached to the administrative documentation required for participation in the procedure and is an integral and substantial part of the future contract.

The Pact establishes reciprocal and formal obligations between the company and the economic operator participating in the procedure and possibly awarded the tender itself, so that their behaviour is based on compliance with the principles of loyalty, transparency and correctness in all phases of the contract , from the submitting participation through the execution of the contract.

In case of participation of Consortia or Groupings of Companies, the Pact must be signed by the legal representative of the Consortia, as well as by each of the consortia or grouped companies and their technical director(s), if any.

In the case of subcontracting, if allowed in the tender, the Pact must also be signed by the legal representative of the subcontractor and by the Technical Director, if any.

The lack of the declaration of acceptance of the Integrity Pact or the failure to produce the same duly signed by the competitor, can be regularized through the preliminary investigation procedure referred to in article 83, c. 9, of Legislative Decree no. 50/2016. In the event of non-compliance, the company will be excluded from the relative assignment procedure.

**ARTICLE 2**

**Scope of application**

The integrity pact applies to all above- and below-threshold bidding procedures.

The integrity pact regulates the behaviour of economic operators both during the conduct of the bidding process and during the execution of the contract that may be assigned to them as a result of the bidding process.

It also regulates the behaviour of every person of the company engaged in the 'scope of the bidding process, as well as in the execution phase of the resulting contract.

**ARTICLE 3**

**Obligations of the company**

The company APT Servizi:

1. Respects the principles of loyalty, transparency and fairness;
2. Promptly initiates disciplinary proceedings against personnel, involved in the bidding process and contract execution, in case of violation of these principles;
3. Promptly initiates disciplinary proceedings against personnel in case of violation of its "*employee code of conduct"* and Presidential Decree 62/2013 (*Regulations on the Code of Conduct for Public Employees*);
4. Makes use of the express termination clause, referred to in Article 1456 of the Civil Code, whenever in respect of the economic operator, any of the members of the corporate structure or managers of the company/firm, a precautionary measure has been ordered or remanded for trial for any of the crimes referred to in Articles 317 of the Criminal Code, 318 of the Criminal Code, 319 of the Criminal Code, 319-bis of the Criminal Code, 319-ter of the Criminal Code, 319-quater of the Criminal Code, 320 of the Criminal Code, 322 of the Criminal Code, 322-bis of the Criminal Code, 346-bis of the Criminal Code, 353 of the Criminal Code and 353-bis of the Criminal Code, provided for by L.190/2012 and subsequently amended by L.3/2019.
5. Reports, without delay, any wrongdoing to the judicial authority;
6. Makes public all the data regarding the procedure and the assignment in implementation of the transparency regulations.

**ARTICLE 4**

**Obligations of the economic operator**

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

* To conform its conduct to the principles of loyalty, transparency and fairness;
* not to pay , nor promise to pay to anyone - directly or through third parties, including related or controlled entities - sums of money, benefits or other utilities aimed at facilitating the assignment and / or the execution phase of the contract;
* To report to the Head of Prevention of Corruption and Transparency situations of conflict of interest, of which he/she is aware, with respect to company personnel.
* to report to the Head of Prevention of Corruption and Transparency of the APT Servizi company and to the competent authorities any attempt of disturbance, irregularity or distortion in the phases of conducting the tender process and/or in the phase of contract execution, by any interested party or anyone who may influence the decisions related to the tender in question, including unlawful requests or claims by employees of the services company;
* Not to agree with other participants in the bidding process to restrict free competition by unlawful means;
* To include integrity and anti-corruption clauses in subcontracting contracts;
* to inform all the personnel it employs of the existence of this Integrity Pact and the obligations it contains, and to supervise compliance with them;
* not to confer appointments or enter into contracts with persons referred to in 'art 53, c. 16 ter of Legislative Decree no. 165/'01; otherwise, the company will order the immediate exclusion of the economic operator from participation in the bidding process; or revocation of the assignment and termination of the contract, depending on the time at which the violation of the prohibition is established.

The above obligations, in the execution phase of the contract, also apply to subcontractors, and the referral clause, which will provide for compliance with the above obligations , will be included in the contracts concluded by economic operator with its subcontractors.

**ARTICLE 5**

**Sanctions**

The ascertainment of non-compliance by the economic operator of even one of the obligations referred to in Article 4 of this Pact, which will take place at the outcome of a cross-examination with the economic operator, may lead to the application, even cumulatively, of one or more of the following sanctions, without prejudice to specific further legal provisions:

1. exclusion from the assigning procedure or revocation of the assignment with consequent enforcement of the provisional deposit, depending on whether the violation is ascertained in the phase preceding the assignment of the contract or in the phase following the assignment;
2. revocation of the assignment and enforcement of the deposit if the violation is established at the stage after the assignment of the contract but prior to its conclusion;
3. termination of the contract and enforcement of the final deposit, if the violation is established during the execution phase of the contract. This is without prejudice to the right of the company 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 case, to any right to compensation for damages and the application of any penalties.
4. reporting to ANAC for inclusion in the computer record and to the competent authorities.

**ARTICLE 6**

**Effectiveness of the integrity Pact**

This binds the economic operator for the duration of the bidding process and, in case of assignment, until the completion, in a workmanlike manner, of the contractual performance.

**ARTICLE 7**

**Jurisdiction**

Any dispute concerning the interpretation and execution of the Integrity Pact between the company APT Servizi and the economic operator and between the economic operators themselves will be resolved by the competent judicial authority in accordance with the regulations in force.

Rimini, date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Economic Operator/Legal Company Repr.   
 APT Services Srl.

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(*digitally signed*) (*digitally signed*)