INTEGRITY AGREEMENT PURSUANT TO LAW NO. 190/2012

TENDER PROCEDURE FOR THE AWARDING OF THE FOLLOWING SERVICES/SUPPLIES:

“ICAP IR Derivatives Real Time for Italian Treasury Department”

**SUMMARY**

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PREMISES

Paragraph 17 of art. 1 of Law no. 190 of 6 November 2012 (“Provisions for the prevention and suppression of corruption and illegal acts in the public administration”) states that “*contracting authorities may indicate in their notices, calls for tenders or invitation letters, that failure to adhere to the clauses contained in the legality protocols or integrity agreements shall constitute a reason for exclusion from the procedure*”.

The National Anti-Corruption Plan, approved by resolution no. 72/2013 of the National Anti-Corruption Authority and subsequently updated by resolution no. 12/2015, states that the public administrations and contracting authorities, in implementation of the aforementioned paragraph 17 of art. 1 of Law no. 190/2012, shall draft and make use of legality protocols or integrity agreements when awarding public contracts. To this end, the aforementioned parties shall insert into their notices, calls for tenders and invitation letters, a safeguard clause stating that failure to adhere to the clauses contained in the legality protocol or integrity agreement shall result in exclusion from the procedure and termination of the contract.

In implementation of the above,

**THE PARTIES HEREBY AGREE ON THE FOLLOWING**

# ART. 1 OBJECT

This integrity agreement (hereinafter the “**Integrity Agreement**”) establishes the formal and mutual obligation – between the single-member joint-stock company Sogei S.p.A. and the Ministry of the Economy and Finance (hereinafter also “**Sogei**”), as the contracting authority based on the legislation in force, and the economic operator which, upon the outcome of the selection procedure, has been awarded the contract for the provision of services / supplies of “ICAP IR Derivatives Real Time for Italian Treasury Department” (hereinafter also “**Supplier**”) – to ensure that their conduct complies with the principles of loyalty, transparency and fairness, making an express commitment to fight against corruption and illegality and to not commit any act aimed at distorting or unduly influencing the correct performance of the Contract.

The Supplier, Sogei S.p.A. and the Ministry of the Economy and Finance, shall undertake to adhere to, and ensure adherence by their employees to, this Integrity Agreement, fully endorsing its spirit and letter.

# ART. 2 SCOPE OF APPLICATION

This Integrity Agreement governs the behaviour of the employees and collaborators of Sogei S.p.A. and the Ministry of the Economy and Finance*,* and the Supplier, within the context of the performance of the Contract.

The Integrity Agreement constitutes a full and integral part of the Contract.

# ART. 3 OBLIGATIONS OF THE SUPPLIER

The Supplier, by virtue of this Integrity Agreement, declares that:

a) it has not entered into any type of agreement with other economic operators aimed at altering or restricting competition, or establishing a unique decision-making centre (‘cartel’) for participating in tender procedures and formulating bids, thus ensuring their bid is the best;

1. it has not influenced the administrative procedure aimed at establishing the content of the call for tenders or any other equivalent document so as to manipulate the procedures for selecting the contractor, that it has neither paid nor promised to pay anyone and that it shall undertake not to pay nor promise to pay anyone, directly or through third parties, including associated or controlled parties, sums of money or any other benefit aimed at facilitating the award and performance of the Contract;
2. it shall refrain from any attempt at rigging, committing irregularities, or, in any event, breaching competition rules; moreover, it shall provide prompt notification to Consip, to the Public Authorities and Sogei S.p.A. and to the Ministry of the Economy and Finance, of any attempt at rigging, committing irregularities or breaching competition rules of which it may become aware during the performance of the Contract, providing substantiated proof in support of the aforementioned notifications;
3. it shall inform Consip and Sogei S.p.A. and the Ministry of the Economy and Finance, as well as the competent Public Authorities and the Prefecture, of any attempt at extortion and any illicit request or claim by employees of Consip and/or Sogei S.p.A. and the Ministry of the Economy and Finance, or by anyone who might influence decisions concerning the performance of the Contract.

The Supplier shall be responsible for ensuring that its subcontractors comply with the aforementioned obligations. To this end, a clause that provides for the compliance of the obligations under this Integrity Agreement must be insert in the contracts stipulated between the Supplier and its subcontractors, under pain of termination of the Contract of the Contract, pursuant to art. 1456 of the Italian Civil Code.

The Supplier hereby acknowledges and accepts that a breach, howsoever ascertained by Consip and/or Sogei S.p.A. and the Ministry of the Economy and Finance, of one or more of the commitments undertaken under this Integrity Agreement shall trigger and the application of the sanctions indicated in art. 5 below.

# ART. 4 OBLIGATIONS OF CONSIP AND OF SOGEI S.P.A. AND THE MINISTRY OF THE ECONOMY AND FINANCE

In accordance with this Integrity Agreement, Consip and Sogei S.p.A. and the Ministry of the Economy and Finance, shall undertake, for all matters within their respective remits, to respect the principles of loyalty, transparency and fairness pursuant to Law no. 190/2012, as well as, in case of a breach of such principles or similar requirements, to assess whether or not to activate disciplinary procedures against their respective staff who intervened in the procedure for awarding and performing the Contract, in accordance with the provisions of the respective corruption prevention plans.

# ART. 5 PENALTIES

The Supplier hereby acknowledges and accepts that any breach of the obligations undertaken under this Integrity Agreement, as well as any inaccurate declarations submitted, ascertained in any way by Consip and/or Sogei S.p.A. and the Ministry of the Economy and Finance*,* may trigger the application of one or more of the following penalties, which can be cumulated:

A Termination of the contract pursuant to art. 1456 of the Italian Civil Code, as well as forfeiture of the final deposit and compensation for any further damage, of any breach of the commitments mentioned in the art. 3 above.

Termination may also be exercised pursuant to art. 1456 of the Italian Civil Code at the following conditions: (i) whenever a precautionary measure or indictment is pronounced by an Italian judicial Authority against the Supplier, its directors and/or share/quota-holders, for any of the offences established in arts.:

* 317 (Extortion),
* 318 (Corruption for the exercise of a function),
* 319 (Corruption for an act contrary to the duties of office),
* 319-bis (aggravating circumstances regarding corruption for an act contrary to the duties of office),
* 319-ter (Corruption in judicial proceedings),
* 319-quater (Undue induction to give or promise to give economic or non-economic rewards),
* 320 (Corruption of person in charge of public service),
* 322 (Incitement to corruption),
* 322-bis (Embezzlement, extortion, undue induction to give or promise to give economic or non-economic rewards, corruption and incitement to corruption of members of the International Criminal Court or bodies of the European Communities and officials of the European Communities and foreign States),
* 346-bis (Traffic of illicit influences),
* 353 (bid-rigging) or
* 353-bis (Disturbance of the freedom of the procedure for selecting a contractor)

of the Italian Criminal Code or (ii) in the event that, following a breach of the reporting requirement indicated in art. 3, letter d) above, a precautionary measure or indictment for the offence established in art. 317 (Extortion) of the Italian Criminal Code is pronounced against the public administration officials who performed functions pertaining to the conclusion and performance of the contract. In this case, in any event, the provisions of art. 32 of Italian Legislative Decree no. 90/2014 converted into Law no. 114/2014 shall apply (providing that the competent public authority, i.e. the Prefect, shall either impose the substitution of a company’s bodies or directly ensure the temporary management of a company having been awarded a public contract, if it commits certain criminal offences or other unlawful conducts). In case of termination of the Contract, Sogei S.p.A. and the Ministry of the Economy and Finance, shall provide prompt notification to Consip.

Moreover, please note that Consip and Sogei S.p.A. and the Ministry of the Economy and Finance, may take account for the purposes of the assessments stipulated by paragraph 5c) of article 80 of Italian Legislative Decree no. 50/2016, according to which where the contracting authority can demonstrate by appropriate means that the economic operator is guilty of grave professional misconduct, which renders its integrity questionable, it may exclude the economic operator from participation in a procurement procedure;>

B notification of the event to the Italian National Anti-Corruption Authority (ANAC) and the competent judicial authorities.

# ART. 6 COMPETENT AUTHORITIES IN THE EVENT OF DISPUTES

Any dispute concerning the interpretation and execution of this Integrity Agreement shall be resolved by the competent judicial authorities according to the provisions of the Contract.

Rome, on\_\_\_ \_\_\_

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| SOGEI S.p.A. | THE SUPPLIER | |
| Mr/Ms \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
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