

## INTEGRITY AGREEMENT FOR ICE SWAP RATE - YEAR 2024

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## PREMISE

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 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.

Furthermore, ANAC, with its opinion 11/2014, expressed itself favorably with regard to the provision of the announcement that requires the acceptance of the legality protocols and integrity pacts as a possible cause for exclusion, "as these means are placed at protection of higher-ranking interests and the obligations thus assumed derive from the application of imperative rules of public order, with particular regard to legislation on the prevention and fight against organized crime in the procurement sector. "Finally, this agreement represents a measure for the prevention of possible conflicts of interest pursuant to art. 16, paragraph 4, of Legislative Decree 36/2023 (hereinafter, the "Code"), and implements the recommendations provided by ANAC with Guidelines no. 15 of 05 June 2019 containing «Identification and management of conflicts of interest in procedures for awarding public contracts», as applicable pursuant to art. 225, paragraph 16, of the Code.

The Three-Year Corruption Prevention Plan MEF 2015-2017, Annex 4, provides that the structures, which carry out contractual activities, conform their behavior to what is foreseen in it, also through the inclusion of legality protocols / integrity agreements in the contracts with private economic operators.

In implementation of the above,

## THE PARTIES HEREBY AGREE ON THE FOLLOWING

### ART. 1 OBJECT

1. This integrity pact (hereinafter, the "Integrity Agreement") establishes the reciprocal and formal obligations, during the tender process, between:

- Consip S.p.A. as a contracting authority on the basis of current legislation (hereinafter, also the "Consip")
- the economic operator participating in the tender procedure (hereinafter also "Competitor");

and, in the executive phase, between:

- Sogei S.p.A. as client (hereinafter also "Client");
- the successful tenderer of the tender procedure in question (hereinafter, also the "Supplier")

to conform their conduct to the principles of loyalty, transparency and correctness, each undertaking, to the extent of their respective competence, to combat corruption and illegality and in any case not to carry out any act aimed at distorting or unduly influencing the correct execution of the tender as well as the execution of the Contract.

2. The aforementioned subjects undertake to respect, as well as to enforce, the respective personnel, collaborators and, as regards the Supplier, also subcontractors / subcontractors / auxiliary companies, this Integrity Pact, the spirit and content of which share fully, informing them promptly and punctually and scrupulously monitoring their observance.

## ART. 2 SCOPE OF APPLICATION

This Integrity Agreement regulates the conduct of all the subjects identified in the previous art. 1, and is binding for Consip, for Sogei and for the Competitor, in the respective stages of the tender procedure for the stipulation of this Contract (Consip and Competitor,) and in the context of the execution of the Contract (Client and Supplier).

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

## ART. 3 OBLIGATIONS OF THE COMPETITOR AND THE SUPPLIER

### 1) Obligations of the Competitor:

- a1) the Competitor undertakes not to pay or promise to pay to anyone - directly or through third parties, including related or controlled parties - sums of money or other benefits for the purpose of awarding the tender or to distort the correct conduct of the itself;
- b1) the Competitor declares to refrain from making any attempt to disturb, irregularity or, in any case, violation of the competition rules or to promptly report to Consip and the Public Authority any attempt to disturb, irregularities and violations of the competition rules that may arise aware during all phases of the procedure, providing demonstrable elements in support of the aforementioned reports;
- c1) the Competitor undertakes to report any situations of conflict of interest, of which he is or becomes aware at the time of participation and during the completion of the entire procedure with respect to the staff or a service provider of Consip or the Administrations, which are involved in any phase of the procedure (planning, design, preparation of tender documents, selection of competitors, awarding) or which may in any way influence the outcome due to the role held in the internal of the institution;
- d1) the Competitor undertakes to have the auxiliary company issue, for the purpose of participating in the tender procedure, a declaration of acknowledgment and acceptance of the clauses of this Integrity Agreement;
- e1) the Competitor undertakes to insert in the availment contracts a clause that foresees the commitment of the auxiliary company to comply with the obligations set out in the Integrity Agreement, under penalty of termination of the availment contract and the consequent obligation for the Competitor to replace the auxiliary company in the event of violation of the commitments undertaken in the same integrity pact;
- f1) the Competitor undertakes to respect the ban on *pantouflage*; therefore undertakes not to assign tasks or stipulate contracts with the subjects referred to in the art. 53, paragraph 16-ter, of the Legislative Decree of 2001 n. 165. Otherwise Consip will order the immediate exclusion of the Competitor from the tender procedure;
- g1) the Competitor declares to be aware of the Legislative Decree no. 231/2001 and of Law no. 190/2012 and to have read the general part of the organization, management and control model, the Code of Ethics, as well as the three-year plan for the prevention of corruption and transparency, prepared by Consip and published on the Company's website, and comply with the principles contained therein which must also be considered applicable in relations between the Supplier and Consip SpA.

### 2) Obligations of the Supplier:

- a2) the Supplier declares not to have influenced the administrative procedure aimed at establishing the content of the

- announcement or other equivalent act in order to condition the methods of choice of the contractor and not to have paid or promised to pay to anyone directly or through third parties, including related or controlled parties - sums of money or other benefits in order to facilitate or distort the correct and regular execution of the Contract;
- b2) the Supplier declares 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 center for participating in tender procedures and formulating bids, thus ensuring their bid is the best;
- c2) the Supplier declares to refrain from making any attempt to disturb, irregularity or, in any case, violation of the competition rules or to promptly report to the Contracting Authority, the Client, as well as to the competent Public Authority, any attempt to disturb, irregularities and violations of the competition rules which he becomes aware of during the execution phase of the Contract, providing demonstrable elements in support of the aforementioned reports;
- d2) the Supplier undertakes to report to Consip, to Sogei as well as to the competent Public Authority and the Prefecture, any attempt at extortion and any unlawful request or claim by the employees of the Contracting Authority and / or the Client or anyone who may influence decisions relating to the execution of the Agreement;
- e2) the Supplier undertakes to include a clause in subcontracting and other subcontracts that provides for compliance with the obligations set out in this Integrity Agreement by subcontractors / subcontractors, under penalty of termination, pursuant to art. 1456 of the Civil Code, of the subcontract agreement, with consequent communication to the Client of the termination of the aforementioned contract;
- f2) the Supplier declares to be aware of the Legislative Decree no. 231/2001 and of Law no. 190/2012 and to have read the Organization, management and control model, the Code of Ethics, as well as the three-year plan for the prevention of corruption and transparency, prepared by Sogei and published on the Company's website, and to comply with the principles contained therein which must also be considered applicable in relations between the Supplier and Sogei in relation to the obligations assumed by the Supplier towards the latter.
- 3) The Competitor and the Supplier also declare that they have already undertaken to comply with the obligations set out in this integrity agreement, by means of a specific declaration made when participating in the tender procedure.
- 4) The Competitor and the Supplier acknowledge and accept that the violation, however ascertained by the Contracting Authority and / or by the Client, of one or more commitments undertaken with this Integrity Agreement entails the application of the sanctions referred to in the following art. 5.

#### **ART. 4 OBLIGATIONS OF CONSIP AND THE CLIENT**

In accordance with this Integrity Agreement, Consip and the Client undertake, to the extent of their respective competence, to respect the principles of loyalty, transparency and fairness pursuant to Law no. 190/2012, as well as, should any breach of the said principles or similar provisions be detected, to assess whether or not to activate disciplinary procedures against their staff who intervened in the procedure for awarding and performing the Contract, in accordance with the provisions of their corruption prevention plans.

## ART. 5 PENALTIES

1. The Competitor and the Supplier acknowledge and accept that the violation of the obligations assumed with this Integrity Agreement, as well as the untruthfulness of the declarations made, however ascertained by the Contracting Authority and / or by the Client, may result in the application of a or more of the following penalties:

a) if the violation is ascertained in the phase preceding the award of the Contract, exclusion from the award procedure also pursuant to art. 98, paragraph 3, letter d) of the Legislative Decree 36/2023, and possible enforcement of the provisional guarantee given in favor of Consip, in the cases and in the ways provided for by the lex specialis of the tender;

b) if the violation is ascertained in the phase following the award but prior to the signing of the Contract, revocation of the award and enforcement of the provisional guarantee;

c) if the violation is ascertained in the resolution execution phase pursuant to art. 1456 of the Italian Civil Code of the Contract, as well as forfeiture of the final deposit and compensation for any further damage in the event of a breach of one or more of the obligations referred to in Article 3 above;

d) Termination can also be exercised:

i. the. pursuant to art. 1456 of the Italian Civil Code whenever a precautionary measure has been ordered against the Supplier, its managers and / or members of the shareholder structure or indictment has been made for any of the crimes referred to in Articles 317, 318, 319, 319bis, 319ter, 319quater, 320, 322, 322bis, 346bis, 353, 353bis, 355 and 356 of the criminal code;

ii. in the event that, violated the reporting obligation pursuant to art. 3, lett. d2) above, has been ordered against the "public administrators"<sup>1</sup> who have exercised functions relating to the stipulation and execution of the contract, a precautionary measure or an indictment has been made for the crime provided for by art. 317 of the Criminal Code.

In the cases indicated above under i) and ii) the Contracting Authority will exercise the resolving power after agreement with the National Anti-Corruption Authority which will be able to assess whether, as an alternative to the resolute hypothesis, the conditions exist for the continuation of the Contractual relationship under the conditions of 'art. 32 of the D.L. 90/2014 converted into law no. 114/2014.

In the event of termination of the Contract, the Client will promptly notify Consip.

It is understood that of the termination of the Contract, the Client will promptly notify the Contracting Authority and both the Contracting Authority and the Client will be able to take into account for the purposes of the assessments referred to in Article 98, paragraph 3, lett. c), of Legislative Decree 36/2023.

In any case, Consip will report the fact to the Italian National Anti-Corruption Authority (ANAC) and to the competent judicial authorities.

## ART. 6 CONFLICT OF INTERESTS

1) The Supplier, by signing this document, undertakes to promptly notify to the Client of the existence of situations of conflict of interest already present at the time of stipulation of the contract in question and the possible

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<sup>1</sup> By "public administrators" we mean subjects who have carried out activities of public interest.

emergence of new situations during the execution of the contract, that should concern the Legal Representative, the members of the Administrative Body and the persons expressly indicated as referents of the contractual execution.

In this regard the Supplier shall declare:

- the existence of family relationships, marriage, affinity within the 4th degree or cohabitation with the members of the Board of Directors, whose names can be consulted on the website [www.sogei.it](http://www.sogei.it), section "Transparent Company", and with parties responsible for contractual execution, whose names are indicated in the contractual text (eg RUP, DDE, DDE Assistant);
- the existence of a financial, economic or other interest that can be perceived as a threat to his impartiality and his independence in the performance of the contractual service.

2) the client in case of violation of the obligation to declare referred to in the previous paragraphs, if it ascertains that the execution of the contract has taken place, in whole or in part, in a position of conflict of interest of the Supplier, reserves the right to terminate the contract, and to forfeit the final deposit and request compensation for further damages.

#### **ART. 7 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 \_\_\_\_ \_\_\_\_

SOGEI S.p.A.

THE SUPPLIER

\_\_\_\_\_

\_\_\_\_\_

It is specified that without prejudice to the provisions of the previous art. 4 "Obligations of Consip and the Client.", in terms of the obligations of Consip S.p.a., the latter has already committed to respecting them when signing the tender documentation.

**This Integrity Agreement is attached as an integral part of the Agreement.**

#### **CONSENT TO THE PROCESSING OF PERSONAL DATA**

By signing this document, the undersigned also declares, pursuant to art. 13 of the EU Regulation n. 2016/679 concerning the protection of individuals with regard to the processing of personal data, as well as the free circulation of such data, to have read the information on the processing of personal data contained in the Tender Regulations and to be aware that personal data, even judicial, collected will be processed, even with IT tools, exclusively in the context of this tender and for the purposes described therein, and to have been informed about the rights set forth in articles from 15 to 23 of EU Regulation n. 2016/679. It also undertakes to fulfill the obligations of information and consent, where necessary, towards the natural persons (Interested) whose personal data are provided in the context of the assignment

procedure and of this declaration, to allow the processing of their Personal data from the Contracting Station and / or Sogei Spa for the purposes described in the information.