



UNIONE EUROPEA
Fondo Sociale Europeo
Fondo Europeo di Sviluppo Regionale



"INTEGRITY PACT" BETWEEN ENEA AND THE ECONOMIC OPERATORS PARTICIPATING IN THE AWARD PROCEDURES OF PUBLIC CONTRACTS

This attachment must be **signed by those authorized to legally represent and bind the Economic Operator** (if the attorney, attach a copy, not authenticated, of the special power of attorney from which the powers of signature of the attorney are inferred).

This document, approved by ENEA, subsequently integrated with Circular No. 1/2017 / LEGALT of 16.01.2017 and lastly with Circular No. 12401/2020 / LEGALT of 02.03.2020, must be signed and produced together with the documents participation in the procedure by each participant and will form an integral part of the contract.

1. This Integrity Pact establishes the reciprocal, formal obligation of ENEA and of the participants in the assignment procedure in question, to conform their behavior to the principles of loyalty, transparency and correctness as well as the express 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 correct execution.
2. ENEA's staff, collaborators and consultants employed at all levels in carrying out the award procedures and in monitoring the execution of the related contracts are aware of this Integrity Pact, the spirit of which they fully share, as well as of the sanctions provided for by them in case of non-compliance with it.
3. The undersigned Company undertakes to report to ENEA any attempt to disturb, irregularity or distortion in the stages of carrying out this award procedure, by any interested party or employee or anyone who may influence the decisions relating to the procedure in question.
4. In the event of an award, the undersigned Company undertakes to promptly report to ENEA any unlawful request for money, services or other benefits, or offers of protection, which may be made during the execution of the contract against a your representative, agent or employee. The Company also acknowledges that a similar obligation must be assumed by any other person who intervenes, for whatever reason, in the execution of the contract and that this obligation is not in any case a substitute for the obligation to report to the Judicial Authority. of the facts through which the extortion pressure and any other form of illegal interference was put in place. The undersigned Company is aware that, in the event that it does not communicate the attempts of criminal pressure, the contract will be terminated by law.
5. The undersigned Company also declares that it has not agreed and will not agree with other participants in the procedure to limit competition by illegal means.
6. The undersigned Company undertakes to disclose, at the request of ENEA, all payments made and relating to the contract eventually assigned to it following the award procedure.
7. The undersigned Company takes note and accepts that, in the event of non-compliance with the anti-corruption commitments undertaken with this Integrity Pact, the following sanctions will be applied, depending on the phases in which it occurs:
 - Exclusion of the bidder from the award procedure;
 - Termination of the contract with forfeiture of the provisional or definitive deposit.



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8. **Pantouflage declaration.** The Company declares, under its own responsibility, that it has not concluded employment or self-employed contracts and, in any case, that it has not assigned tasks to former ENEA employees who have exercised authoritative or negotiating powers on behalf of the Agency towards the same Company for the three years following the termination of the relationship with ENEA. The same acknowledges that, in the case of ascertained existence of a relationship as mentioned above, the contract will be null and void pursuant to and for the purposes of art. 53 paragraph 16-ter of Legislative Decree 165/2001, with the consequent obligation to return to ENEA any compensation illegally received and ascertained in execution of the assignment.
9. **Declaration on the absence of possible conflicts of interest.** The Company declares, under its own responsibility, the absence of possible conflicts of interest with respect to the parties involved in the tender procedure or in the executive phase and undertakes to communicate any conflict of interest that arises subsequently; the Company is aware that in the event of a breach of the signed commitment, ENEA reserves the right to evaluate its exclusion, both as a competitor and as a successful bidder, pursuant to article 80, paragraph 5, letter c-bis) of Legislative Decree no. 50/2016 and subsequent amendments, according to the seriousness of the violation ascertained by the Agency, also taking into account the nature of the undeclared conflict and the circumstances that led to the omission, in compliance with the principle of proportionality.

This Integrity Pact and the applicable sanctions will remain in force until the complete execution of the contract assigned following the award procedure. Any corruption or other types of offense must be reported to the Responsible for the Proceedings and / or the Head of Corruption Prevention of ENEA.

Date

Company stamp and
signature of the legal representative