

**INTEGRITY PACT**  
**between ENEA and the economic operators participating in the award procedures**  
**of public contracts"**

This attachment must be signed by whoever is authorized to legally represent and bind the Economic Operator (if attorney, attach an unauthenticated copy of the special power of attorney which shows the attorney's powers to sign).

This document, approved by ENEA and by the last duly integrated with Circular No. 1/2017/LEGALT dated 16/01/2017, with Circular Letter No. 12401/2020/LEGALT dated 02/03/2020 and lastly with Circular No. 5/2023/LEGALT dated 11/07/2023, must be signed and produced together with the documents of participation in the procedure by each participant and so will become an integral part of the contract.

- This Integrity Pact establishes the mutual, formal obligation of ENEA and 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 of not to offer, accept or request sums of money or any other reward, advantage or benefit, whether directly or indirectly through intermediaries, for the purpose of assigning the contract and/or for the purpose of distorting its correct execution.
- The staff, collaborators and consultants of ENEA employed at all levels in the performance of award procedures and in the control of the execution of the related contracts are aware of this Pact of integrity, the spirit of which they fully share, as well as the sanctions foreseen against them in case of non-compliance with it.
- The undersigned Company undertakes to report to ENEA any attempt of disturbance, irregularity or distortion in the stages of carrying out this awarding procedure, by any interested party or person in charge or by anyone who can influence the decisions relating to the procedure in question.
- The undersigned Company, in the event of being awarded, 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 or its representative, agent or employee. The Company also acknowledges that a similar obligation must be assumed by any other person who intervenes, for any reason, in the execution of the contract and that this obligation does not in any case replace the obligation to complaint to the Judicial Authority of the facts through which the extortion pressure and any other form of unlawful 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 automatically.
- The undersigned Company also declares that it has not agreed and will not agree with other participants in the procedure to limit competition by unlawful means.
- The undersigned Company undertakes to disclose, at the request of ENEA, all payments made and concerning any contract assigned to it following the assignment procedure.
- The undersigned Company takes note and accepts that, in the event of non-compliance with the anti-corruption commitments undertaken with this Integrity Agreement, the following sanctions will be applied, depending on the stages in which the same occurs:

a) Exclusion of the bidder from the assignment procedure;

b) Termination of the contract with forfeiture of the provisional or definitive deposit.

- Pantouflage statement. The Company declares, under its own responsibility, that it has not entered into employment or self-employment 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 with respect to of the same company for the three-year period following termination of the relationship with ENEA. The same acknowledges that, in the event of ascertained existence of a relationship as mentioned above, the contract will be null and void pursuant to and by effect of art. 53 paragraph 16-ter of Legislative Decree 165/2001, with the consequent obligation to return to ENEA any compensation illegitimately perceived and ascertained in execution of the assignment.

This Integrity Agreement and the applicable sanctions will remain in force until the complete execution of the contract assigned following the assignment procedure. Any corruption phenomena or other types of offenses must be reported to the Sole Manager of the Procedure and/or to the Corruption Prevention Manager of ENEA.

Date,

Company stamp and signature of the Legal Representative

signature

