



INTEGRITY PACT
between
The University of Milan
and
Company

Company's Business details

Business name and legal entity type _____

registered office in _____

at Via (address) _____ no. _____

Tax ID / VAT no. _____

represented by _____

acting as _____

in respect of the following contract for works, goods, or services, or the following application for inclusion on the University's approved vendor or supplier list

Call for tenders for works, goods, or services:

Inclusion on the approved vendor or supplier list

the Parties hereby enter into an Integrity Pact, the template for which has been approved by the University of Milan's Board of Directors at its session of 28 April 2016, and revised during the special session of 21 September 2021.

Article 1 - Scope and Purpose

1. This Integrity Pact shall govern the conduct of all University of Milan (hereinafter, the "University") and Company employees and contractors within the scope of the procurement procedure identified herein.
2. The Integrity Pact sets forth a series of bilateral and binding duties assumed by the University and those bidding on the procurement contract in question, to conform their behaviour to the standards of loyalty, transparency, and ethics set forth therein, as well as to make an express pledge to refrain from any form of bribery: offering, accepting, or soliciting money or any other remuneration, advantage, or benefit, whether directly or indirectly through an intermediary, for the purpose of securing the contract and/or tampering with performance of the contract thereafter.
3. As explained in detail in official documents on the call for tenders, Company's express acceptance of the Integrity Pact shall constitute an essential condition for eligibility in the University's request for proposals.



4. A copy of the Integrity Pact, signed by the bidding Company's legal representative in acceptance whereof, shall be delivered along with the administrative documentation requested for purposes of participating in the tender procedure in question or at the very latest, prior to executing the contract.
5. The provisions of the Pact shall constitute an integral and substantive part of the procurement contract: during the phases following adjudication, the duties shall refer to the contract-award winner, who in turn undertakes to demand compliance from all subcontractors, which shall be accomplished through the incorporation of specific provisions in any contracts with the same.

Article 2 - Duties of the University of Milan

1. University of Milan personnel, howsoever engaged in the procurement proceeding and in monitoring performance under the contract awarded thereby, pledges full compliance with both the letter and the spirit of this Pact, cognizant of all penalties established for breach of the same, and the liability attaching to any breach of duty of the Civil Servant Code of Conduct established by Presidential Decree no. 62/2013, and the University of Milan Employee Handbook promulgated under Rector's Decree of 8 May 2015, recorded as no. 295200 on 14 May 2015.
2. No sanction may be levied against any Company which reports, based on documentary evidence, objectionable behaviour by any University employee and/or contractor or associate.
3. The University undertakes to take all steps necessary to monitor University employees for any indication of promising or offering undue advantages to any non-University party, be they a natural person or legal entity, or any indication of accepting advantages or promises, whether directly or indirectly, whilst the procurement proceeding is being designed and executed, or during the course of performance under the contract arising from the same.
4. During the proceeding in question, the University agrees to provide equal opportunities to all bidders. Moreover, the University agrees to supply all bidders the same information, and to refrain from disclosing any confidential information to any one bidder which would give such bidder a competitive advantage during the tender process, or during their course of performance under the contract awarded thereafter.
5. The University shall be required to publish the salient data from the tender proceeding as required under applicable laws and regulations.

Article 3 - Company's Duties

1. Company undertakes to refrain from engaging any broker or other third party for purposes of contract awarding and/or management.
2. Company warrants it has not influenced the administrative process to generate the content of the call for tenders or other equivalent document with the intent of conditioning the University's selection of its counterparty.
3. Company further warrants it has neither paid nor promised to pay - nor shall Company hereafter pay or promise to pay - whether directly or through a strawman, including any affiliate or subsidiary, sums of money or in-kind benefits intended to induce or accelerate the adjudication and/or management of the contract.
4. Company undertakes to report to the authorities, and promptly notify both the University and the Prefecture, of any demand or claim constituting extortion arising in any way against the same (the business owner, its governing bodies, or executives) by any University employee or associate, or by anyone who might influence the decisions relating to the contract-award and contract-performance stages. Any breach of the duty established under this provision, as



further explained in Art. 4, paragraph 1, of the Pact, shall subject the contract to express termination pursuant to Art. 1456 of the Civil Code, where any preliminary injunction or sending to trial has occurred for any charges contemplated Art. 317 of the Criminal Code as against any public administrator presently in the University's employ who has exercised functions relating to the execution of the contract, and performance thereunder.

5. Company agrees, in instances of bid rigging, non-conformity, or interference during any stage of the tender process and/or during course of performance under the contract arising therefrom, by any third party, to report the matter to the authorities, alerting the University to the same.
6. Company represents and warrants:
 - a. Company's offer is genuine and predicated on the tenets of integrity, independence, and confidentiality;
 - b. Company is not affiliated with, or under the control of, any other bidder such that the independence of the tenders is compromised thereby;
 - c. Company has no pending or settled understanding and/or agreement with any other bidder for the purpose of illicitly altering the competitive playing field for the tender.
7. Company stipulates to the rules on conduct for employees established under the Code of Conduct for Public Employees (Presidential Decree no. 62/2013) and in the University of Milan Employee Handbook, as these shall extend, insofar as applicable, to the employees of any firm/business working with the University. Company stipulates that, for purpose of ensuring full familiarity with the provisions of the Code of Conduct established by Presidential Decree no. 62/2013, and the University of Milan Employee Handbook, the University has discharged its duty of disclosure under Art. 17 of Presidential Decree no. 62/2013, by providing access, via its official website on the "Transparency in Administration" page, on the "General Rules" section, "Generally Applicable Documents" subsection: Code of Ethics and Employee Handbook. Company undertakes to provide a copy of the aforementioned rule books to its own employees.
8. Company represents and warrants, for purposes of compliance with Art. 53, paragraph 16(c), Legislative Decree no. 165/2001, that Company has not engaged, hired, contracted, or onboarded any former University employees, as broadly defined under Art. 21 of Legislative Decree no. 39/2013, who, during a three-year look-back period to their termination, exercised any authority (contracting or otherwise) against Company. Company agrees that should any such circumstances come to light, the contract shall be void, and any fees received or accruing during contract performance shall be immediately disgorged. Company shall likewise be restricted from contracting with the University for three years thereafter.
9. Company undertakes to report the following to the University no later than the tender deadline:
 - a. any kinship or relative relationship between Company owners, directors, shareholders, employees, and associates with any University employees pursuant to Art. 1, paragraph 9, subpart (e), of Law no. 190/2012;
 - b. any conflict-of-interest scenarios known to Company, relating to University personnel involved in the tender procedure or in contract performance thereafter, or with any other associates, howsoever involved.
10. Company undertakes to advise all engaged personnel of this Pact, and the duties arising from the same.
11. Company undertakes to disclose, at the University's request, all payments made regarding the contract following the procedure in question, including those made to any brokers or consultants. Compensation levels for brokers and consultants shall not exceed "reasonable amounts due for legitimate services".



12. Company undertakes to seek advance authorisation from the commissioning client for any subcontracting in accordance with applicable law.

Article 4 - Breaches of the Integrity Pact

1. Company is aware that under Art. 83(b) of Legislative Decree no. 159/2011, any failure to abide by these procedural protocols shall disqualify them from consideration in the tender proceeding, or cause their contract to terminate.

Moreover, Company (whether as bidder or as contractor) stipulates that any failure to discharge their duties under this Integrity Pact which the University reviews and substantiates in a proceeding wherein notice and hearing is provided to Company, may subject Company to the following sanctions, which shall vary depending on the phase of the proceeding or the contractual relationship, as well as the concrete facts of the case, and the severity thereof:

- exclusion from the tender proceeding;
- contract termination;
- statutory termination in the scenarios contemplated under Article 1456 of the Civil Code:
 - Company's breach of the duty to timely report to University and the Prefecture any attempted bribery made in any manner against its own employees (Company owner, governing body, or executives), any instance of preliminary injunction or sending to trial for any charges contemplated under Art. 317 of the Criminal Code as against any public-service contractor within the University exercising functions relating to contract execution and performance;
 - any injunction or sending to trial for any charges against Company (Company owner, governing bodies, and executives), for any crimes under Art. 317, 318, 319, 319(b), 319(c), 319(d), 320, 322, 322(b), 346(b), 353, and 353(b) of the Criminal Code.

The exercise of any contract-termination authority by the University shall be subject to preliminary review by the National Anti-Bribery Agency, which may then determine whether to allow the contract relationship to continue;

- redemption of the provisional security deposit;
- redemption of the final contract-completion security deposit;
- liability for damages caused to the University (including to the University's standing or reputation), assessed at 8% of contract value, without prejudice to the University's right to seek greater damages at law;
- liability for damages caused to other bidders assessed at 1% of contract value for each bidder, without prejudice to each bidder's right to seek greater damages at law;
- disqualification of the bidder in any call for tenders institute by University for a total of three (3) years.

Article 5 - Integrity Pact - Execution and Binding Nature

This pact shall be signed at the bottom hereof by the participating-company's legal representative or, for any consortia or temporary business grouping, by the representative for the same.

In instance of temporary groupings of competitors or ordinary consortia of competitors, the institution of which is yet pending, as defined under Art. 48 of Legislative Decree no. 50/2016, this pact shall be executed on a joint and several basis by all businesses which such temporary grouping, or ordinary consortia of businesses comprises.

This Integrity Pact shall enter into effect on the date of signing, and remain in effect until the contract arising from such call for tenders is completed.

Should Company take part, over a two-year period beginning the date this pact is signed, in any other tender called by the University valued below € 40,000, the current Pact shall continue to remain in effect and binding on later calls for tenders.

By signing this Pact, Company undertakes to assume the same duties in subsequent calls for tenders.



Article 6 - Disclosure of the Integrity Pact

This Integrity Pact shall be posted to the Company's official website under the "Transparency in Administration" section, "Miscellaneous Content - Combating Bribery" subsection.

Article 7 - Dispute-Resolution Authority

Should any dispute arise regarding the interpretation or execution of the Integrity Pact between the University and the Businesses, the matter shall be heard by the Court of Milan.

For the University of Milan

Director of Finance
Roberto Bruno Conte

This agreement, which follows the template approved by the Board of Directors at its special meeting of 21 September 2021, shall be deemed ratified and accepted by the public entity by and through its Director of Finance, identified *supra*, pursuant to DG Resolution of 27 September 2021, recorded as no. 14868/2021 on 27 September 2021.

Company

Milan, _____