



INTEGRITY PACT

between the University of Milan and the Economic Operator

Details of the Economic Operator

Name (or corporate name) and legal form _____

Registered office in _____

Street address _____

Tax Code/VAT Number _____

Duly represented by _____

In the capacity of _____

With reference to the following procurement procedure for works, supplies or services, or to the following application for inclusion in the University's register or list of Economic Operators:

Procurement procedure for works, supplies or services:

Application for inclusion in a register or list of Economic Operators:

This Integrity Pact is hereby entered into; its standard form was approved by the Board of Directors of the University of Milan at its meeting of 31 March 2026.

Article 1 - Purpose

- 1.1 This Integrity Pact constitutes a preventive measure aimed at countering corrupt, extortive or otherwise unlawful practices liable to compromise the proper conduct of administrative action within the framework of public procurement procedures launched by the University.
- 1.2 This Pact establishes reciprocal and binding obligations between the University and the Economic Operator participating in the procurement procedure (or applying for inclusion in a register or list of Economic Operators) and, where applicable, awarded the contract, in order to ensure that their conduct complies with the principles of integrity, transparency and fairness throughout all stages of the procurement process, from participation to contract performance.
- 1.3 By entering into this Integrity Pact, the Parties expressly undertake an anti-corruption commitment, and in particular undertake not to offer, promise, accept or request sums of money or any other consideration, advantage or benefit - whether directly or indirectly, including through intermediaries - for the purpose of securing the award of the contract and/or distorting its proper execution.



- 1.4 Acceptance of this Integrity Pact constitutes an essential condition for admission to the procurement procedure (or for inclusion in a register or list of Economic Operators) referred to in the preamble.
- 1.5 This Integrity Pact, duly signed for acceptance by the legal representative, shall be submitted by the Economic Operator as an attachment to the administrative documentation required for participation in the procurement procedure (or for inclusion in a register or list of Economic Operators) and shall form an integral and essential part of the future contract.

In the case of ordinary consortia of tenderers or temporary groupings of tenderers, this Pact shall be signed by their respective legal representatives. Where a temporary grouping or consortium has not yet been formally constituted, pursuant to Art. 68, par. 1 of Legislative Decree No. 36/2023, this Pact shall be signed by all Economic Operators that will form such grouping or consortium.

In the event of reliance on the capacity of third parties (*avvalimento*), this Pact shall also be signed by the legal representative of the entity providing the required capacities.

In the event of subcontracting, this Integrity Pact shall also be signed by the legal representative of the subcontractor.

- 1.6 Failure to submit the declaration of acceptance of this Integrity Pact or failure to produce it duly signed by the tenderer shall be rectifiable through the procedure for the clarification and supplementation of documentation pursuant to Art. 101 of Legislative Decree No. 36/2023. Should the Economic Operator fail to comply with the request made under such procedure, it shall be excluded from the relevant procurement procedure (or from inclusion in a register or list of Economic Operators).

Article 2 - Scope of Application

- 2.1 This Integrity Pact shall apply to procurement procedures for works, supplies or services, both above and below EU thresholds (including negotiated procedures pursuant to Art. 50, par. 1(c), (d) and (e) of Legislative Decree No. 36/2023), as well as to procedures for inclusion in the University's register or list of Economic Operators. Direct awards pursuant to Art. 50, par. 1(a) and (b) of Legislative Decree No. 36/2023 are excluded, as they do not constitute procurement procedures.
- 2.2 This Integrity Pact governs the conduct of Economic Operators both during the conduct of procurement procedures launched by the University in which they participate and during the performance of any contract awarded to them.
- 2.3 This Integrity Pact also governs the conduct of all University personnel involved, in any capacity, in the procurement procedures and in the performance of the related contracts.
- 2.4 The Economic Operator and the University acknowledge that they are fully aware of and fully accept the contents of this Integrity Pact, as well as the sanctions provided for in the event of non-compliance.

Article 3 - Obligations of the Economic Operator

- 3.1 By accepting and signing this Integrity Pact, the Economic Operator undertakes:
 - to act in accordance with the principles of integrity, transparency and fairness;



- not to pay or promise to pay - directly or indirectly, including through third parties, related or controlled entities - any sums of money, advantages or other benefits intended to facilitate the award of the contract and/or its performance;
 - to promptly report to the competent Judicial Authority and inform the University of any attempt at manipulation, irregularity, distortion or undue pressure during the tender procedure or contract performance stages, as well as any attempted extortion in any form made against it by employees or collaborators of the University or by any person capable of influencing decisions relating to the award of the procedure in question or its performance;
 - not to enter into agreements with other participants in the procedure in question in order to restrict free competition by unlawful means;
 - to promptly inform all personnel it engages of this Integrity Pact and its obligations, and to ensure compliance with them;
 - to disclose, at any stage of the relationship with the University, any situation of conflict of interest, including any family or close personal relationships with persons employed by the University who have participated in the preparation of the procedure;
 - to disclose, upon request of the Administration, all payments made in connection with the contract, if any, entered into as a result of the procedure in question.
- 3.2 The obligations set out in paragraph 3.1 shall, during the contract performance phase, apply to the Economic Operator with whom the University has entered into the contract, which shall be required to ensure compliance also by any subcontractors or sub-contractors. To this end, clause 3.1 shall be expressly incorporated into the contracts entered into by the Economic Operator with its subcontractors and other contracting parties.
- 3.3 For the purposes of Art. 53, par. 16-ter of Legislative Decree No. 165/2001, the Economic Operator declares that it has not entered into employment contracts, whether subordinate or self-employed, nor granted any appointments to former employees of the University, as broadly defined under Art. 21 of Legislative Decree No. 39/2013, who exercised authoritative or negotiating powers in its regard, during the three-year period following termination of their public employment.

Article 4 - Obligations of the University

- 4.1 The University undertakes to comply with the principles of integrity, transparency and fairness and to initiate disciplinary proceedings against its personnel in any capacity involved in the procedure in question and in the performance of the contract, in the event of a breach of such principles, and in particular where it identifies a violation of the behavioural rules established by the University and set out in its regulations, applicable within the scope of this Integrity Pact.
- 4.2 Should the University receive a report concerning irregular conduct by its personnel in relation to the procedure in question and the contract performance stages, it shall initiate an investigative procedure to verify such report, in accordance with adversarial proceedings.

Article 5 - Sanctions

- 5.1 Verification of non-compliance by the Economic Operator with any of the obligations set out in article 3 of this Integrity Pact, following adversarial proceedings with the Economic



Operator, may result in the imposition of one or more of the following sanctions, which may be applied cumulatively, without prejudice to any additional statutory provisions:

1. exclusion from the procurement procedure or revocation of the award, with consequent forfeiture of the provisional guarantee, depending on whether the breach is ascertained prior to or following the award;
2. revocation of the award and forfeiture of the guarantee if the breach is ascertained after the award but prior to execution of the contract;
3. termination of the contract and forfeiture of the final guarantee if the breach is ascertained during contract performance. The University reserves the right not to terminate the contract where such termination would be detrimental to the public interests underlying the contract. In any case, the right to compensation for damages and the application of any contractual penalties shall remain unaffected;
4. liability for damage caused to the University, including reputational damage, in an amount equal to 5% of the contract value, without prejudice to proof of greater damage;
5. exclusion of the tenderer from procurement procedures launched by the University for a period of three years;
6. removal from the register or list of Economic Operators for a period of three years.

Article 6 - Effectiveness of the Integrity Pact

- 6.1 This Integrity Pact and the related sanctions shall apply from the commencement of the procedure concerned until full performance of the contract entered into as a result of the same procedure.

Article 7 - Jurisdiction

- 7.1 Any dispute relating to the interpretation or performance of this Integrity Pact between the University and the Economic Operator, as well as between Economic Operators, shall be settled by the competent Judicial Authority.

For the University of Milan

The Director General, pro tempore

This Integrity Pact, compliant with the model approved by the Board of Directors at its meeting of 31 March 2026, is deemed adopted and accepted on the public side pursuant to the Director General's decision of 17.04.2026 registered under No. progr. 0015652/26 on 20.04.2026.

The Economic Operator

Milan, _____