

# **INTEGRITY AGREEMENT**

## **Article 1 Scope of application**

1. This integrity pact regulates the behavior of competitors and contractors of works, services and supplies and their subcontractors and sub-contractors and of the employees of the Central Friuli University Health Authority, within the framework of the procedures for awarding and managing contracts.
2. This integrity pact establishes the reciprocal, formal obligation of the Company and of the participants in the tender in question to conform their behavior to the principles of loyalty, transparency and correctness and more generally to the provisions contained in the Behavioral Ethics Code kept in the Company's records and published on the website [www.asufc.sanita.fvg.it](http://www.asufc.sanita.fvg.it) (transparent administration section) which the competitor declares to have read, understood and shared.
3. In particular, this agreement establishes an express anti-corruption commitment not to offer, accept or request any sums of money or any other reward, advantage or benefit both directly and indirectly through intermediaries, for the purpose of the assignment of the contract and / or in order to distort its correct execution.
4. This integrity pact is an integral part of the contracts stipulated by the Central Friuli University Healthcare Company. The express acceptance of the same constitutes a condition of effectiveness and validity of the contracts.
5. A copy of the integrity pact, signed for acceptance by the legal representative of the competing economic operator, must be delivered together with the administrative documentation required for both the assignment procedure.
6. For consortia or temporary groupings, the obligation concerns all consortium members or participants in the grouping.

## **Article 2 Obligations of the tenderer and the successful bidder**

### **1. The competitor:**

- undertakes not to resort to any mediation or other work of third parties aimed at awarding and / or managing the contract;
- declares not to have influenced the administrative provision aimed at establishing the

content of the announcement or other equivalent deed, in order to condition the methods of choice of the contractor by the contracting authority and not to have paid or promised to pay to anyone - and 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 aimed at facilitating the award and / or management of the contract;

- declares, with reference to this tender procedure, that it does not have in progress or have practiced agreements and / or practices restricting market competition that are prohibited under current legislation, including Articles 101 et seq. of the FEU Treaty and Articles 2 et seq. of Law 287/1990, and that the offer was prepared in full compliance with the aforementioned legislation;
- undertakes to report to the Contracting Authority any illegal attempt by third parties to disturb or distort the phases of the award procedure and / or the execution of the contract;
- undertakes to report to the contracting authority any unlawful request or claim by the administration's employees or anyone who may influence the decisions relating to the award procedure or the execution of the contract;
- undertakes, if the facts referred to in points 1.4 and 1.5 above constitute a crime, to file a complaint with the judicial authorities or the judicial police;
- undertakes to make known, at the request of the Contracting Authority, all payments made regarding the assigned contract;
- it undertakes, in addition to the provisions of the law for subcontracting, to acquire with the same methods and the same obligations envisaged in the matter of subcontracting, prior authorization from the contracting authority;

2. In the phases following the award, the obligations are understood to refer to the successful bidder, who will have the burden of demanding compliance also from his own subcontractors and sub-contractors. The violation of the integrity pact by subcontractors and / or sub-contractors constitutes, in the most serious cases, cause for termination of the contract pursuant to art. 1456 of the civil code.

### **Article 3**

#### **Obligations of the contracting authority**

The Contracting Authority:

- undertakes to publish on its website the information relating to the award procedures with open or restricted or negotiated procedures with publication of the tender notice: after the first public session has taken place, the list of competitors who have submitted an offer; after the final award, the notice on the results of the

award procedure pursuant to art. 53 Legislative Decree. 50/2016 and subsequent amendments; with reference to negotiated procedures without publication of the notice pursuant to art. 63 of Legislative Decree n.50 / 2016 and subsequent amendments and to the fiduciary pieces, the publication concerns the invited economic operators, those who have submitted the offer and the operator to whom the contract is entrusted;

- undertakes to initiate disciplinary proceedings against personnel in various capacities involved in the award procedure and in the execution of the contract in the event of violation of the principles of loyalty, transparency and correctness and, specifically, of violation of the commitment not to offer, accept or request any money or any other reward, advantage or benefit.

#### **Article 4**

#### **Violation of the integrity pact**

1. The undersigned Company / RTI / Consortium takes note and accepts that in the event of non-compliance with the commitments undertaken with this Integrity Pact, however ascertained by the Administration, the following sanctions may be applied:

- contractual termination
- enforcement of the provisional / definitive deposit;

2. This Integrity Pact and the related applicable sanctions will remain in force until the complete execution of the contract assigned following the tender in question.

#### **Article 5**

#### **Disputes**

Any dispute relating to the interpretation, execution and validity of this Integrity Pact between the Friuli Centrale University Health Authority and the competitors will be resolved by the Court of Udine as the competent and exclusive court.

#### **Article 6**

#### **Effectiveness of the integrity pact**

This integrity pact, in relation to this award procedure, unfolds its effects until the complete execution of the contract and forms an integral part of the tender procedure itself.

Date .....

SIGNATURE OF THE COMPANY / RTI /  
CONSORTIUM