



**INTEGRITY PACT**  
**between**  
**THE UNIVERSITY OF MILAN**  
**and**  
**THE ECONOMIC OPERATOR**

Name and legal status.....  
registered office in (town/city)..... street name.....no. ....  
tax code/VAT number..... represented by .....  
in the position of .....

(in the case of a temporary association or ordinary consortium of bidders, not yet formed, the present pact must be signed jointly and severally by all economic operators who will form part of the temporary association or ordinary consortium of bidders, in accordance with art. 48, par. 8 of Legislative Decree 50/2016)

with reference to the following procedure for the awarding of works and the supply of goods and services, or to the following application for enrolment on the professional registry or on the list of suppliers to the University

Procedure for the awarding of works and the supply of goods and services:

Enrolment on professional registry or list of suppliers:

the following Integrity Pact is stipulated, its form having been approved by the Board of Administrators of the University of Milan during the session held on 28 April 2016.

The present Integrity Pact is valid and effective in case the operator participates in any other procedures below the EC threshold launched by the University of Milan within two years of the date of signature of the same. Thus, by signing this Integrity Pact the Operator undertakes to assume these same obligations also in any subsequent procedures within the fixed term.

**Article 1 – Aims and scope of application**

1. The present Integrity Pact regulates the conduct of the personnel of the University of Milan (hereinafter “University”), its service providers, and that of the economic operator within the scope of the competition procedure in hand.
2. The Integrity Pact establishes a reciprocal and formal obligation on the part of the University and the economic operators participating in the competition procedure in hand, to ensure that their conduct complies with the principles of loyalty, transparency and fairness, and are expressly committed to fight corruption and to not offer, accept or request sums of money or any other reward, advantage or benefit, whether directly or indirectly through intermediaries, for the awarding of the tender and/or to alter the correct fulfilment of the relative contract.
3. As stated in all documents relating to the tender, the express acceptance of the Integrity Pact by the economic operator is an essential requirement for admission to the competition procedure in hand announced by the University.



4. A copy of the Integrity Pact, signed at the foot of this document in acceptance by the legal representative of the participating economic operator, must be submitted together with the administrative documentation requested for the purposes of participation in the competition procedure in hand. Failure to do so will result in exclusion from the same.
5. The clauses of the present pact form an integral and substantial part of the works awarding contract: once the contract has been awarded, its obligations extend to the contractor, who is in turn obliged to ensure compliance with these obligations by its own subcontractors also, through insertion of the appropriate clauses in the relative contracts.

## **Article 2 - Obligations of the University of Milan**

1. The University of Milan personnel involved in the competition procedure and the execution of the relative contract in any way, are aware of the present Pact and agree completely with its spirit, and with the sanctions that result from a failure to comply with the provisions of the same, with particular reference to the responsibilities consequent to a violation of the duties ratified by the behavioural Code of conduct of public sector employees, as set forth in Presidential Decree no. 62/2013, and by the behavioural code of conduct of the personnel of the University of Milan, issued by way of the Rectoral Decree dated 8 May 2015, registered on 14 May 2015, no. 295200.
2. No sanctions may be inflicted on the economic operator who, based on documented evidence, reports censurable forms of behaviour of employees and/or subjects who provide their services to the University.
3. The University agrees to implement all necessary measures, and to ensure that its own personnel do not promise or offer illicit advantages to third parties or other physical or juridical persons, and that they do not accept advantages or promises, directly or indirectly, during the preparation of the competition procedure and its awarding, or during the execution of the contract.
4. During the competition procedure in hand, the University agrees to treat all bidders in an impartial manner. In particular, it agrees to provide the same information to all bidders, and not to divulge reserved information to any bidder that would put that bidder at an advantage during the competition procedure or during the execution of the contract.
5. The University is required to publish the most important information relating to the competition procedure, in accordance with the laws currently in force.

## **Article 3 – Obligations of the economic operator**

1. The economic operator agrees not to enter into any mediation or avail itself of the services of third parties for the purposes of winning and/or managing the contract.
2. The economic operator declares not to have influenced the administrative procedure in such a way as to determine the contents of the tender, or any other equivalent act with the purpose of influencing the methods used by the University to choose the successful contractor.
3. The economic operator also declares not to have paid or promised to pay to anyone - and it agrees for the future not to pay or to promise - directly or through third parties, including related or controlled subjects, sums of money or other utilities with the aim of facilitating the awarding and/or management of the contract.
4. The economic operator agrees to report to the judicial authorities and to promptly inform the University and the Prefettura of any request or demand which constitutes an extortion attempt, made towards it in any way (towards the entrepreneur, institutional bodies or management) by employees of the University or its service providers, or by anyone with the power to influence the decisions relative to the procedure for the awarding of the contract and its execution. Any failure to respect the obligation described in this paragraph, as stipulated in art. 4, par. 1, of the present Pact, will result in the express resolution of the contract, in accordance with art. 1456 of the civil code, wherever a remand order has been prescribed, or there has been an indictment for the crime specified in art. 317 of the penal code involving public administrators employed by the University who have exercised functions relative to the drawing up and execution of the contract.
5. The economic operator agrees to promptly file a complaint with the judicial authorities and to inform the University of any attempt by third parties at disturbance, irregularities, or distortion during the awarding of the relative contract and/or its execution.



6. The economic operator declares:
  - a. that its own offer is characterized by honesty, integrity, independence, confidentiality;
  - b. that the company he/she represents does not own and is not formally and/or substantially related to any other competition bidders in ways that are detrimental to the principle of independence of the bids;
  - c. not to be involved in or to have entered into understandings and/or agreements with other bidders in the competition procedure with the purpose of altering market competition by illicit means.
7. The economic operator declares to be aware that the behavioural regulations for employees stipulated in the Regulations containing the code of behaviour for public sector employees (Presidential Decree 62/2013), and in the code of behaviour of the University of Milan personnel also extend, as far as this is compatible, to the personnel of companies/enterprises who work with the University in any capacity. The economic operator is aware and accepts that, for the purposes of a complete awareness of the behavioural code as set forth in Presidential Decree 62/2013, and of the code of behaviour of the employees of the University, the University has fulfilled the obligation to transmit this information to those concerned in accordance with art. 17 of Presidential Decree 62/2013, guaranteeing access to this information on the institution's website in the section "Transparent Administration", subsection "Other Contents – Corruption". The economic operator agrees to provide a copy of the aforementioned "Codes" to its own service providers.
8. For the purposes of application of art. 53, comma 16 ter of Legislative Decree 165/2001, the economic operator declares not to have stipulated subordinate or self-employment contracts, and in any case not to have awarded employment contracts to former employees of the University who have exercised authoritative or negotiating powers in their favor, within the broad meaning as defined by art. 21 of Legislative Decree 39/2013, for a period of three years following termination of the employment relationship. The economic operator declares to be aware that, in the event the aforementioned situation should arise, the contract is null with the obligation to return any payments received and ascertained during the period of the awarded contract. Furthermore, the economic operator is consequently forbidden from entering into a contract with the University for the successive three years.
9. When submitting its bid, the economic operator agrees to inform the University:
  - a. of any kinship or affinity between its own proprietors, administrators, partners, employees and collaborators and employees of the University, in accordance with art. 1, comma 9 letter e, of Law 190/2012;
  - b. of any conflicts of interest of which he/she is aware, regarding the University personnel involved in the competition procedure and execution of the contract, or any service providers similarly involved.
10. The economic operator agrees to inform all personnel affected by the present pact and of all the obligations deriving from it.
11. The economic operator agrees, if so requested by the University, to report all payments made and regarding the contract awarded following the competition procedure in hand, including those made to intermediaries and consultants. Payments to intermediaries and consultants must not exceed the appropriate amount payable for legitimate services.
12. In the case of subcontracting, the economic operator agrees to gain prior authorization from the contracting authority, using the same methods and obligations required by the legislation in force with regard to subcontracting.

## Article 4 – Violation of the Integrity Pact

1. The economic operator, both as bidder and as contractor, accepts that in the event of failure to respect the commitments undertaken as part of the present Integrity Pact, ascertained by the University following a verification procedure during which a hearing will be guaranteed, the following sanctions may be applied, taking into account the phase of the procedure or the relationship, as well as the circumstances of the case in question and the gravity of the conduct:
  - exclusion of the participant from the procedure;
  - resolution of the contract;
  - express resolution in accordance with art. 1456 of the civil code, in the following cases:
    - failure on the part of the economic operator to promptly communicate to the University and to the Prefettura of any extortion attempts made to it in any way (towards the entrepreneur, institutional bodies or management), wherever a remand order has been prescribed, or there has been an indictment of the public administrators working for the University who have exercised functions



relative to the drawing up or execution of the contract, for the crime specified in art. 317 of the penal code;

- prescription of a remand order, or the indictment of the economic operator (whether the entrepreneur, institutional bodies or management) for any of the crimes specified in articles 317 of the penal code, 318 of the penal code, 319 of the penal code, 319 bis of the penal code, 319 ter of the penal code, 319 quater of the penal code, 320 of the penal code, 322 of the penal code, 322 bis of the penal code, 346 bis of the penal code, 353 of the penal code and 353 bis of the penal code.

Resolution of the contract by the University is subject to prior agreement with the National Anti-Corruption Authority, which has the right to evaluate whether the conditions exist for the contractual relationship to continue;

- confiscation of the cautionary deposit;
- confiscation of the final deposit held as a guarantee of satisfactory completion of the contract;
- liability for damage caused to the University (or to its reputation) for 8% of the value of the contract, while reserving the right to claim compensation for greater damages;
- liability for damage to other bidders for 1% of the value of the contract per bidder, again while reserving the right to claim compensation for greater damages;
- exclusion of the bidder from the competition procedures organized by the University for a duration of three years.

## **Article 5 – Efficacy of the Integrity Pact**

The present Integrity Pact is effective from the date of signing until the complete execution of the contract following its awarding to the successful bidder.

## **Article 6 – Publication of the Integrity Pact**

The present Integrity Pact is published on the University's website in the section "Transparent Administration", subsection "Other contents – Corruption".

## **Article 7 – Competent authorities in the case of controversies**

Any controversy relative to the interpretation and execution of the Integrity Pact between the University and the economic operators shall be resolved by the Forum of Milan.

For the University of Milan  
The General Manager  
Roberto Bruno Conte

The Economic Operator

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Digitally signed pursuant to and in accordance  
with art. 3, par. 2, Legislative Decree 39/93

Milan, (date)