

INTEGRITY AGREEMENT – SOGEI S.P.A.

REP. CONTRACT N. _____ SIGNED BETWEEN SOGEI S.P.A. AND HENDYPLAN
INTERNATIONAL FOR TROLL SOFTWARE ADDONS IN CLIENT/SERVER

SUMMARY

ART. 1 OBJECT	2
ART. 2 SCOPE OF APPLICATION.....	2
ART. 3 OBLIGATIONS OF THE SUPPLIER	2
ART. 4 OBLIGATIONS OF SOGEI	3
ART. 5 PENALTIES	3
ART. 6 CONFLICT OF INTERESTS	4
ART. 7 COMPETENT AUTHORITIES IN THE EVENT OF DISPUTES	4

PREMISE

Paragraph 17 of art. 1 of Law no. 190 of 6 November 2012 ("Provisions for the prevention and suppression of corruption and illegal acts in the public administration") states that *"contracting authorities may indicate in their notices, calls for tenders or invitation letters, that failure to adhere to the clauses contained in the legality protocols or integrity agreements shall constitute a reason for exclusion from the procedure"*.

The National Anti-Corruption Plan, approved by resolution no. 72/2013 of the National Anti-Corruption Authority and subsequently updated states that the public administrations and contracting authorities, in implementation of the aforementioned paragraph 17 of art. 1 of Law no. 190/2012, shall draft and make use of legality protocols or integrity agreements when awarding public contracts. To this end, the aforementioned parties shall insert into their notices, calls for tenders and invitation letters, a safeguard clause stating that failure to adhere to the clauses contained in the legality protocol or integrity agreement shall result in exclusion from the procedure and termination of the contract.

The Three-Year Corruption Prevention Plan MEF 2015-2017, Annex 4, provides that the structures, which carry out contractual activities, conform their behavior to what is foreseen in it, also through the inclusion of legality protocols / integrity agreements in the contracts with private economic operators.

In implementation of the above,

THE PARTIES HEREBY AGREE ON THE FOLLOWING

ART. 1 OBJECT

This integrity agreement (hereinafter the **"Integrity Agreement"**) establishes the formal and mutual obligation – between Sogei S.p.A. (hereinafter also **"Sogei"**) and the economic operator, both as an individual and in a multi-subject form, who at the end of the selection procedure, carried out by the contracting station was awarded the procedure relating to the stipulation of the Contract for the assignment of the contract performance identified in it (hereinafter also the **"Supplier"**) - to ensure that their conduct complies with the principles of loyalty, transparency and fairness, making an express commitment to fight against corruption and illegality and, in any event, not to commit any act aimed at distorting or unduly influencing the proper execution of both the purchase procedure and the execution of the contract.

The Supplier and Sogei S.p.A. shall undertake to adhere to, and ensure adherence by their employees to, this Integrity Agreement, fully endorsing its spirit and letter.

ART. 2 SCOPE OF APPLICATION

This Integrity Agreement governs the behavior of the employees and collaborators of Sogei S.p.A. and of the Supplier in performance of the Contract.

The Integrity Agreement constitutes a full and integral part of the Contract.

ART. 3 OBLIGATIONS OF THE SUPPLIER

The Supplier, by virtue of this Integrity Agreement, declares that:

- a) it has not entered into any type of agreement with other economic operators aimed at altering or restricting competition, or establishing a unique decision-making center for participating in tender procedures and formulating bids, thus ensuring their bid is the best;

- b) it has not influenced the administrative procedure aimed at establishing the content of the call for tenders or any other equivalent document so as to manipulate the procedures for selecting the contractor and it has neither paid nor promised to pay anyone and that it shall undertake not to pay nor promise to pay anyone, directly or through third parties, including associated or controlled parties, sums of money or any other benefit aimed at facilitating the award and performance of the Contract;
- c) it shall refrain from any attempt at rigging, committing irregularities, or, in any event, breaching competition rules; moreover, it shall provide prompt notification to Consip, the Public Authorities, Sogei S.p.A. and the Client of any attempt at rigging, committing irregularities or breaching competition rules of which it may become aware during the performance of the Contract, providing substantiated proof in support of the aforementioned notifications;
- d) it shall inform Consip, Sogei S.p.A, as well as the competent Public Authorities and the Prefecture, of any attempt at extortion and any illicit request or claim by employees of Consip and/or of Sogei S.p.A, of the Client or by anyone who might influence decisions concerning the performance of the Contract.

The Supplier shall be responsible for ensuring that its subcontractors comply with the aforementioned obligations. To this end, a clause that provides for the compliance with the obligations under this Integrity Agreement must be inserted in the contracts stipulated between the Supplier and its subcontractors, under pain of termination of the Contract, pursuant to art. 1456 of the Italian Civil Code.

The Supplier hereby acknowledges and accepts that a breach, howsoever ascertained by Consip and/or Sogei S.p.A and the Client, of one or more of the commitments undertaken under this Integrity Agreement shall trigger the application of the sanctions indicated in art. 5 below.

ART. 4 OBLIGATIONS OF SOGEI

In accordance with this Integrity Agreement, Sogei S.p.A. shall undertake, for all matters within their respective remits, to respect the principles of loyalty, transparency and fairness pursuant to Law no. 190/2012, as well as, should any breach of the said principles or similar provisions be detected, to assess whether or not to activate disciplinary procedures against their staff who intervened in the procedure for awarding and performing the Contract, in accordance with the provisions of their corruption prevention plans.

ART. 5 PENALTIES

The Supplier hereby acknowledges and accepts that any breach of the obligations assumed under this Integrity Agreement, as well as any inaccurate declarations submitted, ascertained in any way by Consip and/or Sogei S.p.A., the Client, may trigger the application of one or more of the following penalties, which can be cumulated:

- a) termination of the contract pursuant to art. 1456 of the Italian Civil Code, as well as forfeiture of the final deposit and compensation for any further damage, of any breach of the commitments mentioned in the art. 3 above. The resolution may also be exercised pursuant to art. 1456 of the Civil Code (i) whenever a precautionary measure has been imposed on the Supplier, its managers and / or the members of the company structure, or there has been an indictment for some of the crimes pursuant to arts. 317, 318, 319,

319bis, 319ter, 319quater, 320, 322, 322bis, 346bis, 353, 353bis, 354, 355, 356, criminal code, as well as (ii) in the event that, violated the reporting obligation referred to in 'art. 3, lett. d) above, it has been ordered against the public administrators who have exercised functions relating to the stipulation and execution of the contract, precautionary measure or has brought an indictment for the crime provided for by art. 317 of the civil code. In this case the provisions of art. 32 of the Legislative Decree 90/2014 converted into law n. 114/2014. In the event of termination of the Contract, Sogei will promptly inform the SA. Without prejudice to the termination of the Contract, the SA and Sogei S.p.A. may take into account for the purposes of the assessments referred to in Article 80, paragraph 5, lett. c) of Legislative Decree 50/2016;

- b) notification of the event to the Italian National Anti-Corruption Authority (ANAC) and the competent judicial authorities.

ART. 6 CONFLICT OF INTERESTS

The Supplier, by signing this document, undertakes to promptly notify Sogei of the existence of situations of conflict of interest already present at the time of stipulation of the contract in question and the possible emergence of new situations during the execution of the contract, that should concern the Legal Representative, the members of the Administrative Body and the persons expressly indicated as referents of the contractual execution.

In this regard the Supplier shall declare:

- the existence of family relationships, marriage, affinity within the 4th degree or cohabitation with the members of the Board of Directors, whose names can be consulted on the website www.sogei.it, section "Transparent Company", and with parties responsible for contractual execution, whose names are indicated in the contractual text (eg RUP, DDE, DDE Assistant);
- the existence of a financial, economic or other interest that can be perceived as a threat to his impartiality and his independence in the performance of the contractual service.

Sogei in case of violation of the obligation to declare referred to in the previous paragraphs, if it ascertains that the execution of the contract has taken place, in whole or in part, in a position of conflict of interest of the Supplier, reserves the right to terminate the contract, and to forfeit the final deposit and request compensation for further damages.

ART. 7 COMPETENT AUTHORITIES IN THE EVENT OF DISPUTES

Any dispute concerning the interpretation and execution of this Integrity Agreement shall be resolved by the competent judicial authorities according to the provisions of the Contract.

Rome, on ____

SOGEI S.p.A.
Signatory Power
Signatory Name

THE SUPPLIER
Signatory Power
Signatory Name

CONSENT TO THE PROCESSING OF PERSONAL DATA

By signing this document, the undersigned also declares, pursuant to art. 13 of the EU Regulation n. 2016/679 concerning the protection of individuals with regard to the processing of personal data, as well as the free circulation of such data, to have read the information on the processing of personal data contained in the Tender Regulations and to be aware that personal data, even judicial, collected will be processed, even with IT tools, exclusively in the context of this tender and for the purposes described therein, and to have been informed about the rights set forth in articles from 15 to 23 of EU Regulation n. 2016/679. It also undertakes to fulfill the obligations of information and consent, where necessary, towards the natural persons (Interested) whose personal data are provided in the context of the assignment procedure and of this declaration, to allow the processing of their Personal data from the Contracting Station and / or Sogei Spa for the purposes described in the information.