



MINISTERO DELLA DIFESA
AGENZIA INDUSTRIE DIFESA
DIREZIONE GENERALE
STABILIMENTO CHIMICO FARMACEUTICO MILITARE

INTEGRITY PACT

Subject: OPEN EUROPEAN TENDER FOR THE SUPPLY OF HEALTHCARE TECHNOLOGIES AND CONSUMABLES, INCLUDING INSTALLATION, COMMISSIONING, MAINTENANCE AND TECHNICAL-PRACTICAL TRAINING OF STAFF FOR THE PAEDIATRIC HOSPITAL OF THE ODESSA OBLAST (UKRAINE) AS GOVERNED BY THE AGREEMENT (AND RELATED ANNEXES) SIGNED BETWEEN THE ITALIAN AGENCY FOR DEVELOPMENT COOPERATION (AICS) AND THE DEFENCE INDUSTRIES AGENCY (AID) AND ENTITLED: “SUPPORT FOR THE ODESSA OBLAST PAEDIATRIC HOSPITAL THROUGH THE CONTRIBUTION OF THE DEFENCE INDUSTRIES AGENCY – MILITARY PHARMACEUTICAL CHEMICAL PLANT”, THROUGH AN OPEN PROCEDURE PURSUANT TO ART. 71 OF LEGISLATIVE DECREE 36/2023 DIVIDED INTO FIVE LOTS

Initiative AID 013354/01/0

BETWEEN

the MILITARY PHARMACEUTICAL CHEMICAL PLANT (Contracting Authority)

AND

the Company (hereinafter referred to as “the Company”), with registered office at streetn..... tax code/VAT number.....represented by in the capacity of

This document must be signed and submitted together with the tender by each participant in the procedure in question. Failure to submit this document, duly signed, will result in automatic exclusion from the procedure.

HAVING REGARD TO

- Article 1(17) of Law No. 190 of 6 November 2012 containing “Provisions for the prevention and suppression of corruption and illegality in the public administration”;



- Legislative Decree No. 33 of 14 March 2013, containing “*Reorganisation of the regulations concerning the obligations of publicity, transparency and dissemination of information by public administrations*”;
- Presidential Decree No. 62 of 16 April 2013, which issued the “*Regulation containing the code of conduct for public servants*”;
- Decree-Law No. 90 of 24 June 2014, converted with amendments into Law No. 114 of 11 August 2014, containing “*Urgent measures for administrative simplification and transparency and for the efficiency of judicial offices*”, which amended the wording of Article 11 of Legislative Decree 33/13;
- the Memorandum of Understanding of 15 July 2014 signed between the Ministry of the Interior and the National Anti-Corruption Authority (ANAC) for the adoption of the “*Guidelines for the establishment of a stable and collaborative framework between ANAC, Prefectures-UTG and Local Authorities for the prevention of corruption and the implementation of administrative transparency*”;
- the “*Regulation concerning the exercise of the National Anti-Corruption Authority’s power to impose sanctions for failure to adopt three-year corruption prevention plans, three-year transparency programmes and codes of conduct*” issued by the National Anti-Corruption Authority by resolution of 9 September 2014;
- the National Anti-Corruption Plan issued by the National Anti-Corruption Authority and approved by Resolution No. 19 of 28 January 2026;
- the Integrated Activity and Organisation Plan (PIAO) 2026–2028, provided for by Article 6 of Decree-Law No. 80/2021, converted with amendments by Law No. 113/2021 and adopted by the Defence Industries Agency on 29 January 2026 and updated on 3 March 2026;

IT IS AGREED AS FOLLOWS

Art. 1 – This Integrity Pact establishes the formal obligation of the Company which, for the purposes of participating in the procedure in question and the possible subsequent performance of the contract should it be awarded to it, undertakes:

- to conduct itself in accordance with the principles of loyalty, transparency and fairness; not to offer, accept or solicit sums of money or any other reward, advantage or benefit, either directly or indirectly through intermediaries, for the purpose of securing the contract and/or for the purpose of distorting its proper performance;
- to report to the contracting authority any attempt at disruption, irregularity or distortion during the procurement process and/or during the performance of the contract, by any interested party, employee or anyone who may influence decisions relating to the procedure in question;
- to ensure that they are not in a position of control or connection (formal and/or substantial) with other competitors and that they have not colluded and will not collude with other participants in the procedure;

- to promptly inform all staff employed by them of this Integrity Pact and the obligations contained therein;
- to ensure that all staff and employees comply with the above commitments in the performance of their assigned duties;
- to report to the competent public authority any irregularity or misconduct of which it becomes aware in relation to the activity covered by the procedure in question.

Art. 2 – The Company acknowledges and accepts that in the event of failure to comply with the anti-corruption commitments undertaken in this Integrity Pact, as ascertained by the Administration, the following sanctions may be applied:

- exclusion of the tenderer from the procedure;
- forfeiture of the provisional guarantee;
- termination of the contract;
- forfeiture of the performance guarantee;
- exclusion of the tenderer from procedures organised by the contracting authority for 5 years.

Art. 3 – Without prejudice to the provisions of Articles 1 and 2 above, in accordance with the anti-corruption provisions contained in Decree-Law 90/2014, converted by Law 114/2014:

- the Company undertakes to promptly notify the Contracting Authority of any attempts at extortion that have, in any way, been directed against the entrepreneur, the corporate bodies or the company's managers. The aforementioned obligation is essential for the performance of the contract. It follows, therefore, that any failure to comply with it shall result in the express termination of the contract, pursuant to Article 1456 of the Italian Civil Code, where the failure to report the extortion attempt suffered results from a precautionary measure or from the referral for trial of public officials who have performed functions relating to the conclusion and performance of the contract, for the offence provided for in Article 317 of the Italian Criminal Code;
- the Contracting Authority undertakes to invoke the express termination clause, referred to in Article 1456 of the Italian Civil Code, whenever a precautionary measure has been ordered or a committal for trial has taken place against the contractor or members of the company's shareholding structure, or the company's directors, for any of the offences referred to in Articles 317, 318 of the Italian Criminal Code, 319 of the Italian Criminal Code, 319-bis of the Italian Criminal Code, 319-ter of the Italian Criminal Code, 319-quater of the Italian Criminal Code, 320 of the Italian Criminal Code, 322 of the Italian Criminal Code, 322-bis of the Italian Criminal Code, 346-bis of the Italian Criminal Code, 353 of the Italian Criminal Code and 353-bis of the Italian Criminal Code.

In the cases referred to in this Article, the contracting authority's exercise of the right of termination is subject to prior agreement with the National Anti-Corruption Authority. The contracting authority shall therefore notify the Corruption Prevention Officer of its intention to invoke the express



termination clause, and the Corruption Prevention Officer shall in turn notify the National Anti-Corruption Authority. The latter may assess whether, as an alternative to termination, the conditions exist for the continuation of the contractual relationship between the Contracting Authority and the successful tenderer, under the conditions set out in Decree-Law 90/2014.

Art. 4 – The content of the Integrity Pact and the relevant applicable sanctions shall remain in force until the contract has been fully performed. This Pact must be incorporated into the contract as an annex thereto, so as to form an integral, substantive and contractual part thereof.

Art. 5 – This Pact must be signed in digital format by the legal representative of the company or, in the case of joint tenders, by the representative of the consortia or groups, and must be submitted together with the tender. Failure to submit this Pact, duly signed, will result in exclusion from the procedure.

Art. 6 – Any dispute relating to the interpretation and execution of the Integrity Pact between the contracting authority and the tenderers, and between the tenderers themselves, shall be resolved by the competent judicial authority.

DIGITAL SIGNATURE

LEGAL REPRESENTATIVE/ATTORNEY