|  |
| --- |
| DECLARATION IN ACCORDANCE WITH D.P.R. N. 445/2000  AND SUBSEQUENT AMENDMENTS AND INTEGRATION |

The undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, born\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_resident in\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Street/Square \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in possession of the document \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ which **is attached in photocopy[[1]](#footnote-1),** acting as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with registered office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[[2]](#footnote-2),**

**DECLARES[[3]](#footnote-3)**

* that there is NO reason for exclusion from participation in a tender or procurement procedure provided for by Articles 94 and 95 of Legislative Decree no. 36/2023 and, in particular, declares that:
* **1.** NOconvictions have been issued against the undersigned with a final judgement or penal decree of conviction that has become irrevocable, for one of the crimes indicated in art. 9 paragraph 1 of Legislative Decree no. 36/2023 and in particular due to:

1. crimes, committed or attempted, referred to in articles 416, 416-bis of the penal code as well as crimes committed using the conditions provided for in the aforementioned article 416-bis or in order to facilitate the activity of the associations provided for in the same article, as well as for the crimes, consumed or attempted, provided for in article 74 of the consolidated text of the laws on the regulation of narcotic and psychotropic substances, prevention, treatment and rehabilitation of the related states of drug dependence, referred to in the Decree of the President of the Republic 9 October 1990, n. 309, by Article 291-quarter of the consolidated text of the legislative provisions on customs matters, referred to in the Decree of the President of the Republic 23 January 1973, n. 43 and by Article 452-quaterdieces of the Penal Code, as far as they can be attributed to participation in a criminal organization, as defined in Article 2 of Framework Decision 2008/841/GAI of the Council of the European Union of 24 October 2008;

b) crimes, committed or attempted, referred to in articles 317, 318, 319, 319-ter, 319-quarter, 320, 321, 322, 322-bis, 346-bis, 353, 353-bis, 354, 355 and 356 of the Penal Code as well as in Article 2635 of the Civil Code;

c) false corporate communications referred to in Articles 2621 and 2622 of the Civil Code;

d) fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests of 26 July 1995;

e) crimes, consumed or attempted, committed for the purpose of terrorism, including international terrorism, and subversion of the constitutional order, terrorist crimes or crimes related to terrorist activities;

f) crimes referred to in articles 648-bis, 648-ter and 648-ter.1 of the Penal Code, money laundering of proceeds of criminal activity or terrorist financing, as defined in Article 1 of Legislative Decree no. 109 of 22 June 2007;

g) exploitation of child labour and other forms of trafficking in human beings defined by Legislative Decree no. 24 of 4 March 2014;

h) any other crime from which hesitates, as an accessory penalty, to the inability to contract with the public administration.

* **2**. according to art. 94, paragraph 2, of the Code, there are NO causes for disqualification, suspension or prohibition foreseen in Article 67 of Legislative Decree 6 September 2011, n. 159 or attempted mafia infiltration referred to in Article 84, paragraph 4, of the same decree concerning the subjects referred to in art. 94, paragraph 3, of the Code;
* **3.** thecauses of exclusion referred to in Article 94, paragraph 5, of the Code, as listed below, do NOT exist:
* the disqualification sanction referred to in Article 9, paragraph 2, letter c) of Legislative Decree 8 June 2001, n. 231, has NOT been applied, as well as other sanction that involves the prohibition to contract with the public administration, including the disqualification measures referred to in art. 14 of d.lgs. n.81, 9 April 2008 (*art. 94, paragraph 5, letter a*);
* with regard to the obligations referred to in Law No 68/99, hereby states:
* to be compliant with the rules governing the right to work of disabled people according to Law no. 68/1999 (whether available, submit the certification pursuant to Article 17 of Law no. 68/1999*);*

*alternatively*

* that the company is NOT subject to the obligations referred to in Law no. 68/1999, because:
* it has a workforce of less than 15 employees;
* it has a workforce between 15 and 35 employees and has not made any new recruitments since 18.01.2000;
* other (please specify \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_);
* that the company is NOT in a state of bankruptcy, compulsory liquidation, composition with creditors, except in the case of composition with business continuity, or that the company is not subject to proceedings for the declaration of one of these situations, subject to the provisions of Article 95 of the Code of business crisis and insolvency, referred to in Legislative Decree of 12 January 2019, n. 14, by article 186-bis, paragraph 5, of Royal Decree 16 March 1942, n. 267 and by article 124 of the present code (*art. 94, paragraph 5, letter d*);

*or alternatively*

* to be in a state of bankruptcy / compulsory liquidation / composition with creditors / that proceedings are underway for the declaration of bankruptcy / compulsory liquidation / arrangement with creditors and that have been adopted the measures referred to in art. 186-bis, paragraph 4, of Royal Decree no. 267 of 1942 and Article 95, paragraphs 3 and 4 of the Code referred to in Legislative Decree no. 14 of 2019, which are attached;

**X** to have NOT been registered in the electronic register kept by the ANAC Observatory for having submitted false declarations or false documentation in tender procedures and in the assignment of subcontracts (*Article 94, paragraph 5, letter e*);

**X** to have NOT been registered in the electronic register kept by the ANAC Observatory for having submitted false declarations or false documentation for the purpose of obtaining the certificate of qualification (*Article 94, paragraph 5, letter f*);

* **4.** pursuant to Article 94, paragraph 6, of the Code, to have NOT committed serious violations, definitively proven, with respect to the obligations relating to the payment of duties and taxes or social security contributions;
* **5.** NO serious infringements have been committed and duly proven with regard to occupational safety and health standards as well as to environmental, social and labour obligations established by European and national law, collective labour agreements or international provisions listed in Annex X to Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 (*Art. 95, paragraph 1, letter a*);
* **6.** that the participation in the procedure does NOT result in a conflict of interest in the meaning of Article 16, not otherwise resolvable (Article *95, paragraph 1, letter b*);
* **7.** to have NOT incurred in the distortion of competition resulting from previous involvement in the preparation of the procurement procedure that cannot be resolved by less intrusive measures (*Article 95, paragraph 1, letter c*);
* **8.** to have NOT entered into agreements with other participants in the procurement procedure with the purpose of formulating the offer, which is therefore not attributable to a single decision-making centre (*Article 95, paragraph 1, letter d*);
* **9.** to have NOT been guilty of grave professional misconduct, such as to make their integrity or reliability doubtful, (*Article 95, paragraph 1, letter e),* in details:
* to have NOT been the recipient of an executive sanction imposed by the Italian Competition Authority or by another sector authority, relevant in relation to the specific object of the contract (Article 98, paragraph 3, letter a);

*or*

* to have been the addressee of the sanction measure imposed by the Competition Authority or other sector authority in the case the excluding situation is derived from that measure (Article 96 paragraph 12), the details of which are reported:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

* to have NOT attempted to unduly influence the decision-making process of the contracting station as well as to obtain confidential information for self-advantage, and false or misleading information capable of influencing decisions on exclusion, selection, or contract award (Art. 98, para. 3(b) were not provided, even negligently;
* to have NOT demonstrated significant or persistent deficiencies in the execution of a previous contract or concession contract that caused early resolution due to non-performance, and that it has NOT been ordered to pay damages or other comparable penalties resulting from particularly serious non-compliance or the repetition of which indicates persistent lack of professionalism (Art. 98, paragraph 3(c));
* to have NOT committed serious default against one or more subcontractors (Art. 98(3)(d));

**X** to have NOT violated the prohibition of fiduciary registration under Article 17 of Law No. 55 of March 19, 1990, where the violation has not been remedied; (Art. 98, Paragraph 3(e);

**X** to have NOT failed to report to the judicial authorities as a person offended by the crimes provided for and punished by Articles 317 and 629 of the Criminal Code aggravated under Article 416-bis.1 of the same code unless the cases provided for in Article 4, Paragraph 1, of Law No. 689 of November 24, 1981 (Article 98, Paragraph 3 (f));

carenza di professionalità

**X** that has NOT been committed, by the economic operator, as well as by the subjects referred to in paragraph 3 of Article 94 any of the crimes referred to in paragraph 1 of the same Article 94 (Article 98*, paragraph 3, letter g*);

*or*

* to have been the recipient of one of the provisions referred to in Article 407-bis, paragraph 1, of the Code of Criminal Procedure or of any personal or real precautionary measures of the criminal judge, if prior to the exercise of the legal criminal action (*Article 96 paragraph 12 of Legislative Decree 36/2023*) (*indicate* details of the provision *e.g. date, etc.)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
* that has NOT been committed by the economic operator as well as the subjects referred to in paragraph 3 of Article 94, any of the following crimes: (Article 98, *paragraph 3, letter h of Legislative Decree 36/2023*):
* abusive exercise of a profession, pursuant to Article 348 of the Penal Code;
* simple bankruptcy, fraudulent bankruptcy, failure to declare assets to be included in the bankruptcy inventory or abusive recourse to credit, referred to in Articles 216, 217, 218 and 220 of Royal Decree No 267 of 16 March 1942;
* tax crimes pursuant to Legislative Decree no. 74 of 10 March 2000, and corporate crimes referred to in articles 2621 et seq. of the Civil Code or crimes against industry and commerce referred to in articles 513 to 517 of the Criminal Code;
* urban planning related crimes referred to in Article 44, paragraph 1, letters b) and c), of the consolidated text of the laws and regulations on construction, referred to in the Decree of the President of the Republic 6 June 2001, n. 380, with reference to contracts concerning works or services of architecture and engineering;
* crimes provided for by Legislative Decree no. 231 of 8 June 2001.
* **10.** To have NOT committed serious violation which have NOT been definitively proven related to the obligations for the paymentof taxes and social security contributions. Constitute serious tax violation which have NOT been definitively proven those infringements listed in Annex II.10 (*Article 95 paragraph 2 of the Code*);
* **11.** to guarantee the validity of the offer for a period of 180 days from the date of expiration of the deadline for submitting the offer;
* **12.** that there is NO disqualification pursuant to art. 53, paragraph 16-ter, of Legislative Decree no. 165 of 2001 *(so-called pantouflage*), therefore declares (*alternatively crossed out*):
* to have NOT conferred professional assignments or concluded any employment contract or self-employment to former employees of the University of Milan who have ceased their employment relationship with that University for less than three years who, in the last three years of service, have exercised authoritative or negotiating powers on behalf of the University pursuant to art. 53, paragraph 16-ter of Legislative Decree no. 165/2001 as amended;
* to have conferred professional assignments and concluded some employment contracts or self-employment to former employees of the University of Milan who have ceased their employment relationship with that University for less than three years who, however, in the last three years of service, they have NOT exercised authoritative or negotiating powers on behalf of the University pursuant to art. 53, paragraph 16-ter of Legislative Decree no. 165/2001 as amended;
* to have conferred professional assignments and concluded some employment contract or self-employment to former employees of the University of Milan, after three years from when they ceased the relationship of work with this University and therefore in compliance with the provisions of art. 53, paragraph 16-ter of Legislative Decree no. 165/2001 as amended;

*(It should be noted that if it emerges subsequently – as a result of the checks carried out by this Administration – the evidence of the existence of the above relationships, the exclusion of the private economic operator from the tender procedure will be arranged. Any contracts concluded and the assignments conferred in violation of the provisions of the law are null and void and it is forbidden for the private subjects who have concluded or conferred them to contract with the public administrations for the following three years, with the obligation to return any fees eventually received and proven to be related).*

* *Eventual*: the company is subject to precautionary seizure of assets according to Article 240-bis of the Penal Code or Articles 20 and 24 of the Code of Anti-Mafia Laws and Prevention Measures, referred to in Legislative Decree 6 September 2011, n. 159, and is entrusted to a custodian or judicial or financial administrator, therefore, as a result of such situations, limited to the grounds for exclusion relating to the period prior to such entrustment, the grounds for exclusion provided for in Articles 94 and 95 shall NOT apply; (*Article 96 paragraph 13 of the Code*);

*Eventual:* in case that the cause of exclusion according to articles 94 and 95 of Legislative Decree 36/2023 occurred **before** the submission of the offer, the economic operator:

* declares to be affected by one of the grounds of exclusion provided for by articles 94 and 95 of Legislative Decree 36/2023, in particular: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and to have compensated or undertaken to compensate for any damage caused by the crime or offense, to have clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigative authorities and to have taken concrete technical measures, organizational and personnel related, suitable to prevent further crimes or offenses (*so-called self-cleaning*) (*Article 96 paragraph 6 of the Code*). The measures adopted are listed below: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Or*

* declares for the following reasons \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the impossibility of adopting self-cleaning measures before submitting the offer and undertakes to comply subsequently pursuant to paragraph 4 of art. 96 of Legislative Decree 36/2023 (*Article 96 paragraph 3 letter b of the Code*).

In faith,

Place and date Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attach: photocopy of the declarant’s identity valid document**

DECLARATION IN ACCORDANCE WITH D.P.R. N. 445/2000 AND SUBSEQUENT AMENDMENTS AND INTEGRATION

PNRR FUNDS

I, the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

born in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

resident in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street / Square \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

in possession of the identity document \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ which is attached in photocopy,

acting as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of the company\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having its registered office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ VAT number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DECLARES[[4]](#footnote-4)

 that the name of the person who is responsible for representing the Company, for all transactions and for all acts of any kind dependent on the contract, until the termination of all relations is as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, born in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, resident in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[5]](#footnote-5);

 the following certified-mail address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is dedicated to the purposes of the communications referred to in this contract;

 N. of employees …………………………………….

 to be in compliance with the rules governing the right to work of disabled people referred to in Law 12/03/1999, n. 68

*or, alternatively,*

X that the company is not subject to the obligations referred to Law no. 68/1999, because:

a) employees fewer than 15 people;

b) has between 15 and 35 employees and has not made new hires after 18/01/2000;

c) other (please specify NOT APPLICABLE as the Company is not subject to Italian regulation on the matter);

 to indicate that the competent body to certify compliance with the obligations referred to in Law no. 68/1999 is as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

 *(for operators who employ more than fifty employees) pursuant to art. 47, paragraphs 2 and 3 of Legislative Decree no. 77/2021* (Simplification Bis Decree), converted into Law no. 108/2021 to undertake to submit, under penalty of revocation of the assignment, a copy of the latest report on the situation of personnel, pursuant to art. 46 of Legislative Decree no. 198 of 11 April 2006, with certification of its compliance with the certification that may have already been transmitted to the company trade union representatives and to the regional councillors of equality or, in case of non-compliance with the terms of delivery to the aforementioned bodies, a statement regarding the concurrent transmission to the above mentioned representatives/councillors (Article 47, paragraph 2 of Legislative Decree 77/2021);

* (for operators who employ a number of employees equal to or greater than fifteen and not exceeding fifty*) to undertake to present as soon as possible and in any case within six months of the stipulation of the contract, under penalty of application of the penalties referred to in art. 47, paragraph 6 of Legislative Decree no. 77/2021 converted with Law no. 108/21, the gender report on the situation of male and female personnel referred to in art. 47 paragraph 3 of Legislative Decree no. 77/2021 (Decree Simplifications Bis), converted into Law no. 108/2021. The report is forwarded to the company trade union representatives and to the (female) councillor and regional councillor of equality;

 *(for operators who employ a number of employees equal to or greater than fifteen) to*undertake to present as soon as possible and in any case within six months of the conclusion of the contract, under penalty of application of the penalties referred to in art. 47, paragraph 6 of Legislative Decree no. 77/2021 converted with L. n. 108/21, the certification / declaration of the legal representative pursuant to art. 17 of Law no. 68 of 12 March 1999 on the right to work of people with disabilities, accompanied by a report on the fulfilment of the obligations referred to in the same law and any sanctions and measures imposed on the company during the last three years. The report shall be forwarded to the company trade union representatives.

* (for economic operators employing fifteen or more employees and not more than fifty*), that there has been no failure to produce to the contracting station of a previous contract, financed in whole or in part with PNRR as well as PNC funds - during the twelve months preceding the deadline for submission of the tender - the report referred to in Article 47, paragraph 3, D.L. 77/21 converted into L. n. 108/21;

It should be noted that in case of false declaration and verification of the aforementioned violation, the economic operator will be excluded from the tender procedure;

 to undertake to comply with the specific obligations of the PNRR, including the principle of not causing significant damage to the environmental objectives cd. "Do No Significant Harm" (DNSH) pursuant to Article 17 of Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020, as well as the principle of contribution to the climate objective, moreover in accordance with the requirements of the "Guidelines for carrying out control and reporting activities of PNRR interventions under the responsibility of central administrations and implementing subjects";

 to be aware that the Contracting Authority may proceed with the start of execution on an urgency basis pursuant to art. 32 of the Code, as well as pursuant to art. 8, paragraph 1 letter a) of Law no. 120/2020 and subsequent amendments, should circumstances of necessity and urgency arise for compliance with the terms set by the institution providing co-financing.

In faith

Place, date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ stamp, signature[[6]](#footnote-6) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DECLARATION OF ABSENCE OF CONFLICT OF INTEREST**

The undersigned...................................................................................................

born on ............................................................................................................. in.....................................................................................................................

resident in ........................................................................Tax Code......................

acting as

*(tick the hypothesis of interest)*

* legal representative and beneficial owner
* legal representative
* beneficial owner

of the company....................................................................................................

based in ..................................................................................................... (....) address..............................................................................................................

VAT....................................................................... Tax Code...............................

pursuant to and for the purposes of Presidential Decree 28/12/2000 n. 445, aware of the penal sanctions provided for by the same D.P.R. for the hypotheses of falsity in acts and false declarations, indicated therein

**DECLARES\***

the absence of situations of conflict of interest with reference to the award procedures for the needs of the projects financed under the National Recovery and Resilience Plan (PNRR), Mission 4 – Education and Research, Component 2, Investments 1.1 and 1.3, referred to Article 16 paragraph 1 of Legislative Decree 36/2023.

In particular, to have NOT any situation of conflict of interest with the personnel of the contracting authority involved in the preparation of the documentation relating to the assignment, indicated below:

Sole project manager (RUP) and assignment referent:

Administrative procedure referent personnel:

Place and date Signature

***N.B.:*** *(text* ***art. 42 paragraph 2 of Legislative Decree 50/2016****): There is*  ***a conflict of interest*** *when the personnel of a contracting authority or a service provider who, also on behalf of the contracting authority, intervenes in the conduct of the procedure for the assignment of contracts and concessions can influence, in any way, the result, has, directly or indirectly, a financial, economic or other personal interest which may be perceived as a threat to its impartiality and independence in the context of the procurement or concession procedure. In particular, a situation of conflict of interest is determined by the obligation to abstain provided for in Article 7 of Decree no. 62 of the President of the Republic of 16 April 2013.*

**\*This declaration must be submitted both by the legal representative and by the beneficial owner (if different from the legal representative), signed digitally.**

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| DECLARATION IN ACCORDANCE WITH D.P.R. N. 445/2000 AND  SUBSEQUENT AMENDMENTS AND INTEGRATION |

**(Mandatory declaration only for economic operators employing fifteen or more employees)**

The undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ born in\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and resident in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street/Square \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in possession of the document \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ which is **attached in photocopy[[7]](#footnote-7),**

**DECLARES[[8]](#footnote-8)**

pursuant to art. 47, paragraph 3 bis of Legislative Decree no. 77/2021 (Simplification Bis Decree) – converted into Law no. 108/2021, in order to promote the employment inclusion of people with disabilities in public contracts, in the PNRR and in the PNC, that in the **last three years**:

* has regularly fulfilled the obligations referred to in art. 17 of Law no. 68 of 12 March 1999 and has NOT suffered any sanctions and measures ordered towards the company ;

***or***

* with reference to the obligations referred to in Article 17 of Law no. 68 of 12 March 1999, it has suffered the application of sanctions and/or measures ordered against the company, **as per the detailed report attached to this statement.**

In faith,

(Place and date) (stamp and signature)

**INTEGRITY PACT**

**between**

**The University of Milan**

**and**

**Company**

**Company’s Business details**

Business name and legal entity type registered office in at Via (address) no. Tax ID / VAT no. represented by acting as

in respect of the following contract for works, goods, or services, or the following application for inclusion on the University's approved vendor or supplier list

Call for tenders for works, goods, or services:

Inclusion on the approved vendor or supplier list:

the Parties hereby enter into an Integrity Pact, the template for which has been approved by the University of Milan's Board of Directors at its session of 28 April 2016, and revised during the special session of 21 September 2021.

**Article 1 - Scope and Purpose**

1. This Integrity Pact shall govern the conduct of all University of Milan (hereinafter, the “University”) and Company employees and contractors within the scope of the procurement procedure identified herein.
2. The Integrity Pact sets forth a series of bilateral and binding duties assumed by the University and those bidding on the procurement contract in question, to conform their behaviour to the standards of loyalty, transparency, and ethics set forth therein, as well as to make an express pledge to refrain from any form of bribery: offering, accepting, or soliciting money or any other remuneration, advantage, or benefit, whether directly or indirectly through an intermediary, for the purpose of securing the contract and/or tampering with performance of the contract thereafter.
3. As explained in detail in official documents on the call for tenders, Company's express acceptance of the Integrity Pact shall constitute an essential condition for eligibility in the University’s request for proposals.
4. A copy of the Integrity Pact, signed by the bidding Company's legal representative in acceptance whereof, shall be delivered along with the administrative documentation requested for purposes of participating in the tender procedure in question or at the very latest, prior to executing the contract.
5. The provisions of the Pact shall constitute an integral and substantive part of the procurement contract: during the phases following adjudication, the duties shall refer to the contract-award winner, who in turn undertakes to demand compliance from all subcontractors, which shall be accomplished through the incorporation of specific provisions in any contracts with the same.

**Article 2 - Duties of the University of Milan**

1. University of Milan personnel, howsoever engaged in the procurement proceeding and in monitoring performance under the contract awarded thereby, pledges full compliance with both the letter and the spirit of this Pact, cognizant of all penalties established for breach of the same, and the liability attaching to any breach of duty of the Civil Servant Code of Conduct established by Presidential Decree no. 62/2013 as amended by Presidential Decree no. 81/2023, and the University of Milan Employee Handbook promulgated under Rector's Decree of 8 May 2015, recorded as no. 295200 on 14 May 2015.
2. No sanction may be levied against any Company which reports, based on documentary evidence, objectionable behaviour by any University employee and/or contractor or associate.
3. The University undertakes to take all steps necessary to monitor University employees for any indication of promising or offering undue advantages to any non-University party, be they a natural person or legal entity, or any indication of accepting advantages or promises, whether directly or indirectly, whilst the procurement proceeding is being designed and executed, or during the course of performance under the contract arising from the same.
4. During the proceeding in question, the University agrees to provide equal opportunities to all bidders. Moreover, the University agrees to supply all bidders the same information, and to refrain from disclosing any confidential information to any one bidder which would give such bidder a competitive advantage during the tender process, or during their course of performance under the contract awarded thereafter.
5. The University shall be required to publish the salient data from the tender proceeding as required under applicable laws and regulations.

**Article 3 – Company’s Duties**

1. Company undertakes to refrain from engaging any broker or other third party for purposes of contract awarding and/or management.
2. Company warrants it has not influenced the administrative process to generate the content of the call for tenders or other equivalent document with the intent of conditioning the University's selection of its counterparty.
3. Company further warrants it has neither paid nor promised to pay - nor shall Company hereafter pay or promise to pay - whether directly or through a strawman, including any affiliate or subsidiary, sums of money or in-kind benefits intended to induce or accelerate the adjudication and/or management of the contract.
4. Company undertakes to report to the authorities, and promptly notify both the University and the Prefecture, of any demand or claim constituting extortion arising in any way against the same (the business owner, its governing bodies, or executives) by any University employee or associate, or by anyone who might influence the decisions relating to the contract-award and contract-performance stages. Any breach of the duty established under this provision, as

further explained in Art. 4, paragraph 1, of the Pact, shall subject the contract to express termination pursuant to Art. 1456 of the Civil Code, where any preliminary injunction or sending to trial has occurred for any charges contemplated Art. 317 of the Criminal Code as against any public administrator presently in the University’s employ who has exercised functions relating to the execution of the contract, and performance thereunder.

1. Company agrees, in instances of bid rigging, non-conformity, or interference during any stage of the tender process and/or during course of performance under the contract arising therefrom, by any third party, to report the matter to the authorities, alerting the University to the same.
2. Company represents and warrants:
   1. Company's offer is genuine and predicated on the tenets of integrity, independence, and confidentiality;
   2. Company is not affiliated with, or under the control of, any other bidder such that the independence of the tenders is compromised thereby;
   3. Company has no pending or settled understanding and/or agreement with any other bidder for the purpose of illicitly altering the competitive playing field for the tender.
3. Company stipulates to the rules on conduct for employees established under the Code of Conduct for Public Employees (Presidential Decree no. 62/2013 and subsequent amendments) and in the University of Milan Employee Handbook, as these shall extend, insofar as applicable, to the employees of any firm/business working with the University. Company stipulates that, for purpose of ensuring full familiarity with the provisions of the Code of Conduct established by Presidential Decree no. 62/2013 and subsequent amendments, and the University of Milan Employee Handbook, the University has discharged its duty of disclosure under Art. 17 of the above-mentioned Presidential Decree, by providing access, via its official website on the “Transparency in Administration” page, on the “General Rules” section, “Generally Applicable Documents” subsection: Code of Ethics and Employee Handbook. Company undertakes to provide a copy of the aforementioned rule books to its own employees.
4. Company represents and warrants, for purposes of compliance with Art. 53, paragraph 16(c), Legislative Decree no. 165/2001, that Company has not engaged, hired, contracted, or onboarded any former University employees, as broadly defined under Art. 21 of Legislative Decree no. 39/2013, who, during a three-year look-back period to their termination, exercised any authority (contracting or otherwise) against Company. Company agrees that should any such circumstances come to light, the contract shall be void, and any fees received or accruing during contract performance shall be immediately disgorged. Company shall likewise be restricted from contracting with the University for three years thereafter.
5. Company undertakes to report the following to the University no later than the tender deadline:
   1. any kinship or relative relationship between Company owners, directors, shareholders, employees, and associates with any University employees pursuant to Art. 1, paragraph 9, subpart (e), of Law no. 190/2012;
   2. any conflict-of-interest scenarios known to Company, relating to University personnel involved in the tender procedure or in contract performance thereafter, or with any other associates, howsoever involved.
6. Company undertakes to advise all engaged personnel of this Pact, and the duties arising from the same.
7. Company undertakes to disclose, at the University's request, all payments made regarding the contract following the procedure in question, including those made to any brokers or consultants. Compensation levels for brokers and consultants shall not exceed "reasonable amounts due for legitimate services”.
8. Company undertakes to seek advance authorisation from the commissioning client for any subcontracting in accordance with applicable law.

**Article 4 – Breaches of the Integrity Pact**

1. Company is aware that under Art. 83(b) of Legislative Decree no. 159/2011, any failure to abide by these procedural protocols shall disqualify them from consideration in the tender proceeding, or cause their contract to terminate.

Moreover, Company (whether as bidder or as contractor) stipulates that any failure to discharge their duties under this Integrity Pact which the University reviews and substantiates in a proceeding wherein notice and hearing is provided to Company, may subject Company to the following sanctions, which shall vary depending on the phase of the proceeding or the contractual relationship, as well as the concrete facts of the case, and the severity thereof:

* + exclusion from the tender proceeding;
  + contract termination;
  + statutory termination in the scenarios contemplated under Article 1456 of the Civil Code:
    - Company's breach of the duty to timely report to University and the Prefecture any attempted bribery made in any manner against its own employees (Company owner, governing body, or executives), any instance of preliminary injunction or sending to trial for any charges contemplated under Art. 317 of the Criminal Code as against any public-service contractor within the University exercising functions relating to contract execution and performance;
    - any injunction or sending to trial for any charges against Company (Company owner, governing bodies, and executives), for any crimes under Art. 317, 318, 319, 319(b), 319(c), 319(d), 320, 322, 322(b), 346(b), 353, and 353(b) of the Criminal Code.

The exercise of any contract-termination authority by the University shall be subject to preliminary review by the National Anti-Bribery Agency, which may then determine whether to allow the contract relationship to continue;

* + redemption of the provisional security deposit;
  + redemption of the final contract-completion security deposit;
  + liability for damages caused to the University (including to the University's standing or reputation), assessed at 8% of contract value, without prejudice to the University’s right to seek greater damages at law;
  + liability for damages caused to other bidders assessed at 1% of contract value for each bidder, without prejudice to each bidder’s right to seek greater damages at law;
  + disqualification of the bidder in any call for tenders institute by University for a total of three (3) years.

**Article 5 – Integrity Pact - Execution and Binding Nature**

This pact shall be signed at the bottom hereof by the participating-company's legal representative or, for any consortia or temporary business grouping, by the representative for the same.

In instance of temporary groupings of competitors or ordinary consortia of competitors, the institution of which is yet pending, as defined under Art. 68, paragraph 1, of Legislative Decree no. 36/2023, this pact shall be executed on a joint and several basis by all businesses which such temporary grouping, or ordinary consortia of businesses comprises.

This Integrity Pact shall enter into effect on the date of signing, and remain in effect until the contract arising from such call for tenders is completed.

Should Company take part, over a two-year period beginning the date this pact is signed, in any other tender called by the University valued below € 40,000, the current Pact shall continue to remain in effect and binding on later calls for tenders.

By signing this Pact, Company undertakes to assume the same duties in subsequent calls for tenders.

**Article 6 – Disclosure of the Integrity Pact**

This Integrity Pact shall be posted to the Company's official website under the “Transparency in Administration” section, “Miscellaneous Content - Combating Bribery” subsection.

**Article 7 – Dispute-Resolution Authority**

Should any dispute arise regarding the interpretation or execution of the Integrity Pack between the University and the Businesses, the matter shall be heard by the Court of Milan.

For the University of Milan

Director of Finance pro *tempore*

This agreement, which follows the template approved by the Board of Directors at its special meeting of 21 September 2021, shall be deemed ratified and accepted by the public entity by and through its Director of Finance, pursuant to DG Resolution of 27 September 2021, recorded as no. 14868/2021 on 27 September 2021.

Company

Milan,

1. **1 Attach: photocopy of the declarant's valid identity document.**

   **2 Attach: photocopy of the declarant's valid identity document.**

   **3 Tick with an X the boxes next to the declarations to be confirmed; Pursuant to and for the purpose of art. 76 of Presidential Decree no. 445/2000, aware of the responsibilities and of the civil and criminal consequences provided for in case of false declaration and/or formation or use of false documents, as well as in case of the exhibition of documents containing data that no longer corresponding to the truth, and also aware that if the untruthfulness of the content of this declaration emerges, the undersigned Company will forfeit the benefits for which the document is issued, for the purposes of participation in the procedure in question.** [↑](#footnote-ref-1)
2. [↑](#footnote-ref-2)
3. [↑](#footnote-ref-3)
4. Tick the boxes next to the declarations to be confirmed with an X. If the space available for the declaration is not sufficient, annexes may be added to this declaration. [↑](#footnote-ref-4)
5. If the subject is not the legal representative of the Company, the same must produce a special power of attorney in public form, inserting it in envelope 1 "Administrative documentation". [↑](#footnote-ref-5)
6. Attachment: photocopy of identity document. [↑](#footnote-ref-6)
7. **Attach: photocopy of the declarant's valid identity document.** [↑](#footnote-ref-7)
8. **Tick the boxes next to the statements to be confirmed with an X** [↑](#footnote-ref-8)