

## **GENERAL TERMS AND CONDITIONS OF CONTRACT**

### **§ 1- General rules**

(1) ITA, the Italian Agency for export promotion and internationalization of Italian companies (hereinafter refer to as ITA), is a Governmental Agency and, as such, is required to follow and enforce the Italian laws and regulations.

(2) Every entity within the Italian Public Administration shall conform to the principles of loyalty, fairness and transparency. These principles apply to any business relationship with partners, customers and suppliers (hereinafter refer to as "business counterparts").

(3) Any business counterparts will acknowledge the present General Terms and Conditions of Contract, as these will be an integral part of any contracts or agreements signed with ITA.

(4) The General Terms and Conditions of Contract refer to: the Code of Conduct of ITA Employees; the Integrity Pact; the rules for the recruitment of ITA former employees (Anti-pantouflage clause).

### **§ 2- Code of Conduct**

(1) ITA and the business counterparts will act in accordance with the principles stated in the Code of Conduct set by ITA for its employees. Respect of these principles is required throughout the tender procedures, the awarding and the performance of the contracts.

(2) According to the Code of Conduct, both ITA employees and the business counterparts will abide by the following principles: accuracy, loyalty, impartiality, good faith. They will also act in accordance with the principles of integrity, fairness, honesty, proportionality, objectivity, impartiality, transparency, equity, plausibility and confidentiality.

(3) No donations, gifts or endowments can be offered or accepted. The business counterparts should not, under any circumstances, offer to ITA employees donations in cash and /or gifts, nor any other benefits. In parallel, it is strictly forbidden to ITA employees to accept such donations, gift and benefits.

(4) Should the above-mentioned obligations be violated, ITA will be entitled to automatically terminate the contract and to impose disciplinary measures upon the employee/s involved.

(5) The Code of Conduct is available on ITA website, [www.ice.gov.it](http://www.ice.gov.it), under: *Amministrazione Trasparente/Disposizioni generali/ Atti generali*. The Code is available in English, for the perusal and understanding of foreign business counterparts.

### **§ 3- Integrity Pact**

(1) When performing a contract awarded by ITA, the business counterparts will abide by and act in compliance with the principles of loyalty, transparency and fairness.

(2) It is unconditionally forbidden to offer, request or accept money, benefits or any other rewards, whether directly or indirectly through intermediaries, with the intention of affecting the awarding of a contract and/or its implementation.

(3) The business counterpart – if becomes aware of any unlawful attempts to disrupt or distort the awarding procedure or the execution of the contract, made by an employee or by an interested party or by anyone in a position to influence the decision - will immediately refer this conduct to ITA.

(4) The business counterparts will – when so requested by ITA – disclose the names of any sub-contractors involved in the execution of the contract or in the performance of any tasks covered by the contract.

(5) In the event of any failure to comply with the anti-corruption commitments undertaken with the Integrity Pact, one or more of the following sanctions will apply, depending on the stage when the non-compliance occurs:

- Exclusion from the awarding procedure;
- Termination of the contract;
- Forfeiting the deposit that covers the execution of the contract;
- Forfeiting the deposit that covers the performance of the contract;
- Exclusion from the awarding procedures to be called by ITA for the next three years.

(6) The Integrity Pact and the sanctions will apply until the contract is entirely fulfilled and any tasks completely performed.

(7) Any acts of corruption or any other offence should be reported to the Director of the ITA Office in Beirut.

#### **§ 4- Rules for the recruitment of former ITA employees (anti – pantouflage clause)**

ITA will not conclude any contracts with a business counterpart that has recruited or has assigned any tasks to a former ITA employee, if:

- the employment contract between ITA and the former employee was terminated for less than 3 years;
- the former employee had bargaining powers or decision-making powers during the last three years of his/her employment.

These circumstances have to be communicated to ITA before the conclusion of the contract or at the moment they occur if this happens at a later stage.

Should the circumstances apply, ITA will be entitled to terminate the contract or the ongoing negotiation with the business counterpart.

#### **§ 5- Whistleblowing**

Pursuant to art. 54-bis, paragraph 2 of Legislative Decree no. 165/2001, as amended by Law no. 179/2017 concerning "Provisions for the protection of persons who report unlawful activities or wrongdoing based on information acquired in a public or private work-related context", the suppliers of goods or services to the Italian Trade Agency - ICE are also entitled to report any unlawful conduct or wrongdoing of which they have learnt within the context of the contractual relationship. The reports, which are kept fully confidential, are



managed through an IT application available on the Italian Trade Agency - ICE website - "Whistleblowing" section, at <https://www.ice.it/it/en/whistleblowing>.

Name and Surname:

Position:

Signature:

Date:

