

## TERMS AND CONDITIONS

The following Terms and Conditions are in addition to and in no way seek to limit the applications of any and all relevant Australian State and Federal consumer and/or commercial laws, regulations, guidelines or practises.

### General Provisions

- (1) The Italian Trade Agency (ICE-Italian Trade Commission, "ITA") is the Italian Government Agency that supports the internationalization of Italian businesses, promotes the attraction of foreign investments to Italy, and implements the strategies introduced by the Italian Ministry for Economic Development.
- (2) As an entity that forms part of the Italian public sector, ITA must apply the principles of loyalty, fairness and transparency in any transaction it may enter into and in any dealing, with its partners, customers and suppliers ("Contractual Partners").

### Scope

- (3) These terms and conditions apply to any transaction or dealing, whether entered into or otherwise, between ITA and its Contractual Partners, and must be read in conjunction with any other agreement and on such terms and conditions as may be approved by ITA from time to time.

### Code of Conduct

- (4) ITA, its employees and Contractual Partners must apply the principles set out in the ITA's Code of Conduct ("Code"), and in doing so they must apply the principles of accuracy, fairness, impartiality, good faith, integrity, honesty, proportionality, objectivity, transparency, reasonableness and discretion.
- (5) The Code strictly prohibits any offer and or acceptance of any gift, donation (whether in cash or in kind) and/or other benefit whatsoever either directly or indirectly to ITA's representatives and employees.
- (6) Any breach of the Code shall, without prejudice to any other right, power or entitlement, allow ITA to immediately terminate any transaction or dealing with the Contractual Partner.

A copy of the Code is available at [www.ice.it](http://www.ice.it) "Amministrazione Trasparente" (Transparent Administration) – "Disposizioni generali" (General provisions) – "Atti generali" (Acts of general application) – "Code of Conduct".

### Integrity Pact

- (7) Contractual Partners undertake to report to ITA any disruption, irregularity and distortion whether or not arising during or after the course of any transaction or dealing with ITA.
- (8) Contractual Partners must, within seven days of any request, provide in writing details of any of its subcontractors that may be involved in any transaction or dealing with ITA.
- (9) In the event of non-compliance with these terms and conditions including the Code, ITA may, at its sole discretion, do one or all of the following:
  - terminate any transaction or dealing with the Contractual Partner;
  - exclude the Contractual Partner from any future transaction or dealing for a period of three years.
- (10) The Integrity Pact together with any right, power or entitlement arising out of these terms and conditions shall survive termination of any transaction or dealing between the parties.
- (11) The ITA encourages its Contractual Partners to report to the ITA any apparent breach of these terms and conditions whether or not occurring during or after termination of any transaction or dealing involving any current or former ITA's employee. If such circumstances exist before the acceptance of a bid for the supply of goods or provision of services, the Contractual Partner must immediately notify the ITA before the agreement or dealing is signed. Any breach of these terms and conditions must be reported to the Director of ITA Office in Sydney.

### Anti-Pantouflage

- (12) The Contractual Partners are required to immediately inform ITA in the event that they have retained the services of any former ITA's employees who have worked for ITA within the last three years and who, in their last three years of employment at ITA, had any decision-making powers.
- (13) If the circumstances referred to in paragraph 13 exist before the acceptance of a submission for the supply of goods or provision of services, the Contractual Partner must immediately notify the ITA before the agreement or dealing is signed.
- (14) In the event that paragraph 13 or 14 applies, ITA is entitled, at its absolute discretion, to terminate any agreement or dealing with the Contractual Partners



ITALIAN TRADE AGENCY  
ICE - Italian Trade Commission  
Trade Promotion Section of the Italian Embassy

Signed by (**Company**)

**ACN #**

in accordance with s127 *Corporations Act 2001*

(Cth):

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Director/Secretary

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Director

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Print full name of Director/Secretary

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Print full name of Director

**OR**

Signed by (**Business**)

**ABN #**

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Signature

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Print full name

at the presence of:

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Signature of witness

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Print full name of witness