

ERRATA CORRIGE

Collaborative Vigilance Protocol signed on 25/10/2022

Reference ANAC note PRES - UOS - Prot. Exit No. 0022372 of 20/03/2023

The clauses providing for the cases of contractual termination referred to in Article 6, paragraph 2 of the Collaborative Supervision Protocol signed on 25/10/2022 are to be replaced as follows:

Clause n.1:

a) Clause 1: *"The contractor or the subcontractor in the case of subcontracting shall undertake to notify the judicial authorities promptly of any attempts at extortion which may have been made, in any way, against person(s) belonging to the "supply chain", the contractor, the corporate bodies or the company directors. The aforementioned requirement is fundamental for the execution of the contract, and non-compliance will result in the express termination of the contract, pursuant to Article 1456 of the Italian Civil Code, at any time that precautionary measures are ordered or there is an indictment for the crime of malfeasance in office referred to under Article 317 b) of the Italian Criminal Code, in respect of public administration officials that have exercised functions relating to the awarding, drafting and execution of the contract";*



a) *the contractor or the subcontractor in the case of subcontracting undertake to promptly notify the judicial authorities of any attempts at extortion that may have been made, in any way, against person(s) belonging to the "supply chain", the contractor, the corporate bodies or the company's managers. The aforementioned requirement is fundamental to the execution of the contract, and non-compliance shall result in the express and automatic termination of the contract, pursuant to Article 1456 of the Italian Civil Code, at any time that precautionary measures are ordered or there is an indictment for the crime of malfeasance in office referred to under Article 317 of the Italian Criminal Code, in respect of public administration officials that have exercised functions relating to the awarding, drafting and execution of the contract;*

Clause n.2:

b) Clause 2: *"The Commissioner or the contractor, in the case of subcontracting, undertake to avail themselves of the express termination clause referred to in Article 1456 of the Italian Civil Code whenever a precautionary measure has been ordered against the contractor or the members of the corporate structure, or the managers of the company with specific functions relating to the award, stipulation and execution of the contract, or if an indictment has been issued for any of the offences referred to in Articles 317 and 318 of the Italian Criminal Code".*



b) *the Commissioner or the contractor, in the case of subcontracting, undertake to avail themselves of the express termination clause referred to in Article 1456 of the Italian Civil Code whenever a precautionary measure has been ordered against the contractor or the members of the corporate structure, or the managers of the company with specific functions relating to the award, stipulation and execution of the contract, or if an indictment has been issued for any of the offences referred to in Articles 321 of the Italian Criminal Code in relation to Articles 318, 319, 319-bis, 320, as well as for the crimes referred to in Articles 319-quater, paragraph 2, 322, 322-bis, paragraph 2, 346-bis, paragraph 2, 353 and 353-bis of the Italian Criminal Code.*