

Integrity Pacts

entered into pursuant to the Memorandum of Understanding for the Integrity Pact Development Stage
(hereinafter referred to as “IP”)
by and between the Parties

Ministry for Regional Development – Czech Republic

Staroměstské náměstí 6

110 15 Praha 1

Company Number: 660 02 222

(hereinafter referred to as “MfRD” or the “Contracting Authority”)

and

Transparency International – Česká republika, o.p.s.

Sokolovská 240/143

180 00 Praha 8

Company Number: 272 15 814

(hereinafter referred to as “TI” or the “Independent Monitor”)

and

the successful bidder in the public contract entitled “**Služby technického dozoru nad provozem informačního systému MS2014+**” (Services of technical monitoring of the operation of the MS2014+ information system) (hereinafter referred to as the “**Relevant Contract**”)

(hereinafter collectively referred to as the “**Contracting Parties**”)

worded as follows:

Preamble

The Contracting Parties are led by an effort to act in the public interest, with the required transparency and with the aim of increasing trust in the effectiveness and openness of public procurement. The aim is to eliminate, to the lowest possible level, the risk of corruption, which threatens the principles of good management of public institutions, democratic and ethical values, sustainable development and the principles of justice contained in the Czech legal order.

In adhering to the reciprocal rights and obligations of the Contracting Parties contained in IP, the aim is to uphold constitutional principles and to uphold the principles arising from the Act on Public Procurement (hereinafter referred to as “**AoPP**”), i.e. the principle of transparency, equal treatment and non-discrimination, and the special rules and obligations of a contracting authority for publication arising from implementing regulations to AoPP.

PART ONE

I. The rights and obligations of the Contracting Parties

Article 1

The Contracting Parties undertake to exert all efforts as leading to achievement of the purpose of IP and further undertake to consistently adhere to AoPP at all stages of public procurement for the public contract entitled “**Služby technického dozoru nad provozem informačního systému MS2014+**” (Services of technical monitoring of the operation of the MS2014+ information system) (hereinafter referred to as “public procurement” or the “public contract”).

Article 2

The Contracting Parties undertake to instruct commercial partners with which they are in contractual relationships, or with which contractual relationships are established, in connection with the implementation of public procurement and the performance of the public contract to refrain from all action which would be capable of frustrating the purpose of IP.

Article 3

The Contracting Parties declare that, during the course of public procurement and at the time of performance of the public contract, neither they nor any of their employees shall use illegitimate advantages or accept for themselves or for a third party performance which could affect their impartiality from other bidders for the public contract or from other contractual partners or from other persons who have, or could have, an interest in influencing the course of public procurement or the course of performance of the public contract.

Article 4

(1) The Contracting Parties undertake to provide coaction to supervisory bodies, bodies ensuring legal protection and judicial bodies at any time when this is necessary to uphold the values arising from the public interest and IP.

(2) Throughout the period of duration of IP, the Contracting Authority and the successful bidder agree that, subject to prior consultation with the Independent Monitor, they shall take steps in accordance with the recommendations of the Independent Monitor with the aim of achieving the objectives laid down in IP.

Article 5

The Contracting Parties undertake that, after entering into a contract within the scope of the Relevant Contract, they shall hold meetings a minimum of twice a year at which they shall discuss the course of cooperation to date.

II. The rights and obligations of the Contracting Authority

Article 6

The Contracting Authority is obliged to implement in the contract which is to be entered into with the successful bidder and which is an inseparable part of the tender documentation the provisions of IP to concern the rights and obligations of the successful bidder or to bind the bidder to accede to IP in the tender documentation itself.

Article 7

- (1) The Contracting Authority is obliged to prepare and submit to the Independent Monitor in connection with the Relevant Contract
- a) a list of the natural and legal persons directly participating in the preparation of the tender documentation, in public procurement or in the implementation of the public contract;
 - b) a list of the members of the Committee appointed by the Contracting Authority which is competent to consider and evaluate the qualification of bidders and offers;
 - c) all documentation regarding the public contract in accordance with AoPP, whereby the Contracting Authority shall provide tender documentation, including annexes, to the Independent Monitor a minimum of 3 business days prior to the commencement of public procurement;
 - d) the Contracting Authority is obliged to provide the Independent Monitor with all reports and minutes from the meetings of the Committee, including the varying opinions of its members, not later than within 3 business days of the meeting of the Committee. The Independent Monitor is obliged, when compiling sub-reports and final reports, to act such as to prevent the publication of specific views and opinions of the individual members of the Committee;
 - e) the contract which has been entered into with the successful bidder, and all annexes, addenda and time schedules for performance thereto, not later than within 3 business days of the date of entering into the contract.
- (2) The Contracting Authority is obliged to send any amendment to the foregoing documents to the Independent Monitor within 3 business days of the occurrence thereof.
- (3) Should any negotiations be ongoing between the Contracting Authority and the successful bidder from which it is clear that a change will be made to the content of obligation, the Independent Monitor must be informed of planned changes before such changes enter into effect.

Article 8

The Contracting Authority is obliged to submit to the Independent Monitor, at its request, in connection with the Relevant Contract

- a) both the planned and the actual expenditure used to secure advisors / experts or other persons participating in the preparation and implementation of public procurement and the performance of the public contract;
- b) all, or part of, correspondence conducted with the successful bidder, whether in electronic format or on paper;

invariably within a time limit determined by the Independent Monitor as appropriate to the scope of the requested documents.

III. The rights and obligations of the successful bidder

Article 9

The successful bidder agrees that it shall provide the Independent Monitor, on request,

- a) with a full list of external providers of services (both natural persons and legal persons) and undertakings to which sub-services were outsourced in connection with the preparation and process of public procurement and, as the case may be, the implementation of the public contract;

- b) if the contracting parties of the bidder are legal persons, the Independent Monitor must be provided, on request, with a list of persons that shall directly participate in the performance of the public contract.

Article 10

- (1) The successful bidder is obliged to appoint, immediately after signing the contract pursuant to which it shall implement the performance of the public contract, the person responsible for fulfilment of the provisions of IP on the part of the successful bidder and to communicate the name of that person to the Independent Monitor.
- (2) The person specified in paragraph 1 shall undertake internal inspections with regard to assurance of the principles of IP and with regard to compliance with internal regulations to concern the anti-corruption policy:
 - a) of his/her own initiative;
 - b) at the instigation of the Contracting Authority;
 - c) at the instigation of the Independent Monitor.

III. The rights and obligations of the Independent Monitor

Article 11

- (1) The Independent Monitor is obliged to inform the Contracting Authority of the names of the authorised employees that are authorised to act in accordance with the rights and obligations laid down in IP and to do so not later than 3 business days following the date on which IP enters into effect. The Independent Monitor is obliged to inform the Contracting Authority of a change to the authorised employees according to this paragraph within 3 business days of the change.
- (2) The Independent Monitor is obliged to keep records of inspections conducted and all documents obtained in connection with undertaking activity within the scope of IP and to protect these from unauthorised access by third parties, even within the organisation of the Independent Monitor. The internal monitor is also obliged to protect the identity and information contained in the internal communication of the Contracting Parties.

Article 12

- (1) The Independent Monitor is obliged, subject to agreement with the Contracting Parties, to arrange a minimum of 3 press conferences during the course of the project, as part of which it shall present the objectives of IP and the course of implementation of IP.

Article 13

- (1) For the purpose of discharging the obligations of the Independent Monitor laid down in Article 16 IP, the Independent Monitor has the right:
 - 1. to monitor the course of public procurement, which primarily involves participation in the sub-actions of the Contracting Authority or being present at the meetings of the evaluation committee as part of public procurement, unless the members of the evaluation committee stipulate otherwise;
 - 2. to request and check documents to concern the preparation of public procurement which the Contracting Authority has available to it or the documents of the successful bidder which it used to prepare an offer for the Relevant Contract;

3. to compare the course of public procurement and the implementation of the public contract with the requirements of current legislation and with the objectives of IP and to inform the Contracting Authority or the successful bidder of situations which might bring with them the risk of infringement of IP or of associated legal regulations and to recommend to the Contracting Parties preventative measures or measures leading to the elimination of possible errors in the course of public procurement or the implementation of the public contract;
4. at such time as the public contract is awarded to the successful bidder, to participate in negotiations between the Contracting Authority and the successful bidder and to undertake its own activities associated with monitoring the performance of the public contract;
5. to issue recommendations for preventative measures or recommendations for corrective measures in cases in which action is identified in the procedures of the Contracting Authority or of the successful bidder which is in breach of the principles of IP, or the Czech legal order;
6. to conduct anonymous surveys among the users of the MS2014+ system;
7. after prior consultation with the Contracting Parties, to publish the results of its activities via sub reports and final reports;
8. in the case of justified suspicion of committing an administrative offence or crime, to refer the required information as proving such action to the competent institutions.

(2) All information of which the Independent Monitor learns in connection with the performance of its powers specified in paragraph 1 and during the actual implementation of IP shall be treated as confidential information and the Independent Monitor may not provide such information to a third party without the approval of the Contracting Parties, save the case specified in Article 13(1)(8), and is obliged to maintain confidentiality. The obligation to maintain confidentiality also stands for the period following the expiration of cooperation within the scope of IP. In the case of breach of the obligation to maintain confidentiality, the Independent Monitor undertakes to pay the Contracting Authority a contractual penalty of CZK 100,000 for each individual case of breach of confidentiality. The payment of a contractual penalty shall be without prejudice to the right to claim compensation for damage.

IV. Measures in the case of error

Article 14

In cases of error by the Contracting Authority or the bidder, meaning action which entails wrongdoing against the internal regulations of the Contracting Authority or the bidder, the corresponding internal procedure, as part of which the action of the concerned employees shall be clarified, must be commenced without delay. The results of such internal procedure must be submitted to the Independent Monitor.

V. Reports of the Independent Monitor

Article 15

(1) The Independent Monitor must, in the course of the duration of IP, compile a sub report on the course of public procurement which shall be completed within 60 days of signing the contract with the successful bidder. Further, the Independent Monitor shall compile, every six months, a sub report on the course of implementation of the performance of the public contract. The Contracting Authority and the successful bidder have the opportunity to make a statement on the foregoing reports (such statements shall thereafter become annexes to such reports).

(2) The Independent Monitor is obliged to compile a final report, which must contain an aggregate of information from sub reports and comparison of the correctness of procedures within the scope of public procurement and the course of implementation of the public contract with the requirements ensuing from the relevant legal regulations and from IP.

(3) After discussion with the Contracting Parties, the Independent Monitor shall publish all the foregoing reports on its website, in accordance with the Act on Personal Data Protection.

VI. Common provisions

Article 16

Communication between the Contracting Parties must be made in writing, either on paper or by e-mail. Minutes from meetings in person, signed by the persons authorised to act on behalf of the participating parties and containing information on the subject-matter of the meeting and the individual statements of the Contracting Parties, shall be stored. There exists, for the purposes of IP, a record of documents which have been provided to the Independent Monitor.

Article 17

IP enter into force and effect between TI and MfRD on the date on which they are signed by the authorised persons. IP are valid and effective towards the bidder as of the date of signing the contract entered into in the relevant public procurement in which the provisions of IP to concern the rights and obligations of the successful bidder have been implemented.

Article 18

IP are entered into for a determinate period, i.e. to the effect of the contract entered into with the successful bidder in the public contract. Where the contract for the public contract with the successful bidder is terminated earlier, IP shall also be terminated in accordance with that contract.

Article 19

The Contracting Authority must publish the full text of IP on its website following the time at which IP enter into force and effect between TI and MoRD. The text of IP is an inseparable part of the tender documentation of the relevant public contract.

Article 20

The Contracting Parties undertake to resolve all disputes to concern interpretation and fulfilment primarily by conciliation.

Place, date

On behalf of

Ministry for Regional Development

JUDr. Olga Letáčková

Deputy for Management of the

National Coordination Body Section

Place, date

On behalf of

Transparency International – Česká
republika, o.p.s.

David Ondráčka, M.A.

Director