

INTEGRITY PACT

FOR THE PROJECT “ CONSTRUCTION OF A FLOOD PROTECTION PIPELINE NETWORK IN AREAS OF THE MUNICIPALITIES OF NIKAIA - AGIOS IOANNIS RENTIS AND MOSHATO – TAVROS”

In Athens today, Friday, on the 20th of April 2018, the following parties:

1. The Non- Profit Association "**Transparency International - Greece**", based in Athens, at Thetidos Street no. 4 PC: 11528, legally represented by its Chair Dr. Anna Damaskou and its Secretary General Mrs. Eugenia Papathanassopoulou,

and 2.

i). **The Region of Attica**, based at 15-17 Syngrou Avenue, PC: 11743, legally represented herein by the Head of the Region Ms. Rena Dourou and

ii). The **natural or legal persons - economic operators** that will participate in the open procedure, described below, and will accede to the present Pact, according to the process described below.

PREAMBLE

(i) Accepting the primacy and the need to protect the public interest, while taking into account the need for transparency and trust enforcement in procurement-related procedures applied in public projects, supplies and services, as well as being aware of the threat that corruption poses for sustainable development, the rule of law and the foundations of modern public administration, by undermining democratic and ethical values, institutions, and justice.

(ii) With the aim of respecting the principles of freedom of economic initiative, free access to public information, transparency, impartiality, fair and equal treatment, free and fair competition, protection against distortion of competition, equality and zero tolerance to discrimination.

(iii) Taking into consideration the provisions of national and EU legislation governing the award and execution of public contracts, in particular Law 4412/2016 (A' 147) *public work contracts, public supply contracts and public service contracts (adaptation to Directives 2014/24 / EU and 2014 / 25 / EU)*, as applicable, which adapts Greek legislation to the provisions of Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC. (iv) With regard to the achievements of International and European law, as reflected in the following conventions ratified by Greece: Council of Europe Civil Law Convention on Corruption (ratified by Law 2957/2001), Council of Europe Criminal Law Convention on Corruption and its additional Protocol (ratified by Law 3560/2007), the United Nations Convention Against Corruption (ratified by Law 3666/2008) and the Convention against corruption involving European officials or officials of Member States of the European Union (ratified by Law 2802/2000), the Convention on the Protection of the Financial Interests of the European Communities (ratified by Law 2803/2000) and the OECD Anti-Bribery Convention {on the fight against the bribery of foreign public servants in international business transactions}

(ratified by Law 2656/1998), following their basic principles and values of good governance, prevention and fight of corruption, justice, accountability and legal equality, and recognizing the need to encourage the cultivation of a culture of non-tolerance to corruption.

(v) Taking into account the national institutional framework for the fight against corruption, in particular the relevant provisions of the Criminal Code (Presidential Decree 283/1985, A '106), the Code of Criminal Procedure (Presidential Decree 258/1986, A '126), Law 3691/2008 (A' 166) on the Prevention and Suppression of Money Laundering and Terrorism Financing and Law 4022/2011 (A '219) on the Proceeding of Cases of Corruption by Civil and State Officials and cases of major social and Public Interest, as applicable after being amended, as well as those of the abovementioned Law 4412/2016 (A '147) on public works contracts, public supply contracts and public service contracts.

(vi) With a view to create the appropriate conditions for respecting the objectives of national and EU public procurement legislation and ensuring effective action to combat corruption and enhance transparency, good governance and trust in public expenditure management.

Having taken into account that:

A. "Transparency International - Greece" is a non-profit association and a national chapter of Transparency International (TI), the global non-governmental organization that is leading the fight against corruption. With more than 100 chapters worldwide and its Secretariat based in Berlin, TI actively contributes to raising awareness regarding the harmful consequences of corruption. In cooperation with governmental entities, the business community as well as the civil society, TI designs, develops and promotes the implementation of effective anti-corruption tools. Transparency International- Greece (TI-GR), the Greek chapter of the organization, aims to raise awareness regarding corruption risks in Greece. Through the promotion of legal and institutional reforms at national level, the design of practical measures and tools, TI-GR, with its specialized knowledge and expertise, mobilizes organizations, businesses and individuals to help eradicate corruption.

B. Attica Region will undertake, as a Contracting Authority (hereinafter referred to as the "Contracting Authority"), an Open Tender (hereinafter "Tender") for the selection of a contractor for the implementation of the project " CONSTRUCTION OF A FLOOD PROTECTION PIPELINE NETWORK IN AREAS OF THE MUNICIPALITIES OF NIKAIA - AGIOS IOANNIS RENTI AND MOSHATO – TAVROS" (hereinafter referred to as " Public Work ").

C. The contracting parties herein, in the framework of the pilot project "INTEGRITY PACTS - Civil Control Mechanisms for Safeguarding EU Funds, Phase 2", implemented in 11 European Union (EU) Member States and funded by the Directorate General for Regional Policy and Urban Development of the EU (DG Regional Policy) wish to cooperate to monitor and evaluate the compliance with the regulations and general principles mentioned in the Preamble, both during the tender phase and the execution of the contract for the construction of the Public Work; in addition between Transparency International Greece and the Managing Authority of Attica Region, a Cooperation Agreement was signed on 24/2/2016, according to which both declared their willingness to draw up the present Pact with the specific terms described below.

D. All economic operators who shall participate in the Tender (hereinafter referred to as "the bidders") have the right to accede the Pact by submitting the relevant Accession Form in accordance with the special conditions set out in Article 14.

E. From the date of their accession economic operators - bidders, become a parties to the present Pact, are bound by all its terms, undertake to fulfill the obligations arising from it in good faith and are entitled to benefit from the opportunities it offers according to the spirit of the principles it advocates.

Agree, conclude and mutually accept the following:

ARTICLE 1- COMMITMENTS AND DECLARATIONS OF ATTICA REGION AND THE ACCEDED BIDDERS Herewith, the Attica Region and all acceded bidders are commit to and declare the following:

1.1. That they will adhere strictly to the Law at all stages of the public procedure of awarding, execution and completion of the Project "CONSTRUCTION OF A FLOOD PROTECTION PIPELINE NETWORK IN AREAS OF THE MUNICIPALITIES OF NIKAIA - AGIOS IOANNIS RENTIS AND MOSHATO – TAVROS", and also will make every effort to achieve the desired results and the objectives of this Integrity Pact.

1.2. That they will abstain and will ensure that any person with whom they are associated with under staff or employment relationship that is or in the future will be involved in any way in the process of awarding (including in the preparation process), in the Tender process, in the monitoring, supervision and execution of the contract, and any other person not entrusted with tasks directly or officially related to the Tender and / or the Public Work will abstain, throughout the contract award procedure and until the completion of the execution of the Public Work from any conduct, act or omission contrary to the law, to the general principles set out in the preamble and to the commitments and declarations of this Article.

1.3. That they will recommend to all persons (natural or legal) with whom they are linked to under any other - in addition to the staff/ employment - relationship (ex. external cooperation, independent services, project, etc.) to abstain from any conduct, act or omission which violates the law, the general principles set out in the Preamble and the commitments and declarations of this Article 1., during the tender and award procedure. In order to fulfill this obligation, the parties may include contractual terms of liability in contracts concluded with such persons.

1.4. That they will take steps to promptly identify and immediately remove any conflict of interests situation, which will occur in the face of any employee / partner of any of the parties hereto, or of any member of the advisory or decision-making body involved in the process at any stage of the Tender and / or the execution of the contract, such as the conflict of interest, as defined in the Public Procurement Law.

1.5. That they will actively support the competent administrative, judicial and independent authorities in the event of their competence for the purposes of the present Pact.

1.6. That the Contracting Authority: (a) when designing the above procurement procedure will take the necessary measures to ensure the efficiency of the procedure and the sound financial management of the public resources available for this purpose; (b) shall treat all bidders equally and on a non-discriminatory base , while adhering to the principles of impartiality and fair and equal treatment, will provide the same information to all, will not disclose confidential information through which any of the bidders could acquire an advantage of any kind in any stage of the procedure and (c) shall behave and act in accordance with the principles of proportionality, mutual recognition, protection of the public interest, protection of the rights of individuals, freedom of competition and transparency.

1.7. That they will take all possible measures to ensure that bidders do not collude, participate in concerted actions or any form of cartels or other collaboration with other bidders in order to ensure the award of the contract or the indirect or direct benefit from the award of the contract to a third party, for themselves or for any third party.

1.8. That the Contracting Authority, as well as any person associated with the Contracting Authority under any relationship (employee, co-operation, services), will not receive any benefit that may influence its behavior during the award procedure, either by the bidders or by third parties affiliated with them or by any third party in general.

1.9. That they will take all possible measures to ensure that the bidders, as well as any persons related to them under any relationship (employee, co-operation, services), will not offer to anybody or receive from other bidders or by third parties connected to them or by any in general, any benefit that may influence his conduct during the award procedure, nor will they receive any such benefit from another person.

ARTICLE 2 - DEFINITION OF INDEPENDENT OBSERVER

2.1. In order to strengthen the monitoring and assessment of compliance with the institutional framework governing the award of public contracts, the general principles and purposes of the international conventions referred to in the Preamble herein and the agreed by the present Pact commitments, declarations and obligations of the Contracting Authority and Acceded Bidders, the latter hereby designate, acknowledge and accept "Transparency International - Greece" as the "Independent Observer" (hereinafter referred to as "Independent Observer" or "Observer").

2.2. The Observer will monitor the entire tender and execution process of the Public Work, it will assess, comment and submit its observations on the compliance or any violation of the institutional framework and general principles mentioned above and will publically report on the results of its monitoring and evaluation.

2.3. For the entire duration of the herein Pact, the Contracting Authority and the Acceded Bidders commit to offer full support to the Observer in relation to the fulfillment of its herein agreed competencies, and in particular to comply with their own obligations, to provide access to the required documents, and information, to facilitate its tasks by responding requests and inquiries, to take into account observations and recommendations made and to inform in writing about their acceptance or rejection, with proper justification.

ARTICLE 3 - OBSERVER'S COMPETENCES

In order to more effectively achieve the objectives of this Pact, the Observer will, indicatively but not limited to, have the following competencies:

3.1. To monitor all stages and procedures of the Tender, from the preparatory stage of the relevant notice until the award of the contract, and the implementation of the contract for the construction of the Public Work that will be drawn up between the Contracting

Authority and the successful bidder , from the date of the signature until the completion of its execution.

3.2. To assess the compliance by the Contracting Authority and the Acceded Bidders throughout the whole duration of the present Pact with the rules of the applicable legislation, the general principles set out in the Preamble, the declarations and guarantees referred to in Article 1 and the obligations to cooperate with the Observer under the conditions of the present.

3.3. To formulate a simple opinion and non-binding proposals for the most effective, prevention and restoration, of any, freely under his judgment, violations of the institutional framework, fair competition, general principles and purposes of the present, as well as the interruption of any activities and actions which, under his discretion, are or are likely to be counter to the rules of acceptable and lawful conduct and legitimate competition, during the Tender and the execution of the Contract.

3.4. To evaluate the response of the Contracting Authority and Acceded Bidders to its aforementioned opinions and recommendations, as well as to the written inquiries addressed to them.

3.5. To communicate and discuss any findings during the carrying out of his functions with the other parties.

3.6. To draw up reports on the results of its assessment taking into account the views of the other parties and to disclose them, as specified in Article 4 below.

ARTICLE 4- OBSERVER'S REPORTS

4.1 The monitoring results will be reflected in reports, which the Observer will compose periodically. The Observer assumes to compose at least a) one report at the end of the tendering procedure and the contract signature, b) one report every six months during the execution of the Public Work and c) one report after the execution of the contract and the final acceptance of the Public Work, maintaining explicitly the right to publicize intermediate reports, when deemed necessary, in its absolute discretion.

4.2 The final Observer's report will briefly include information from previous reports, as well as its overall evaluation on the assignment and execution of the contract procedure according to the applicable law, the general principles as set by International Conventions and the terms of the present Pact.

4.3 The Observer's reports will be uploaded on the project's website. The Observer will also have the right to publish them in whole or in part or mention any element of them, in its annual reports, and in any other, publication always bearing in mind the protection of personal data.

ARTICLE 5- OBSERVATOR'S RIGHTS

In order for the Observer to execute and fulfill the purposes of this Pact, , both the Contracting Authority and all Acceded Bidders explicitly recognize, consent, accept and grant the Observer the rights and powers mentioned below:

5.1 To have access, to all information and documents drawn, submitted and exchanged between parties involved in the Tender and Public Work execution processes, - for the purpose of overview and evaluation and especially a) to all documents and information that are uploaded, transported and submitted by all involved to the Tender parties (Contracting Authority, economic operators, bidders, advisory bodies etc.) at the National Electronic Procurement System (ESIDIS) Prometheus, through which the Tender will take place, and also b) to all documents and information related to the Public Work at any stage of its implementation (from the tender preparation until the completion of its execution), that are in the possession of the Contracting Authority, the bidders or any third party related to them. Acceded bidders are bound explicitly for the compliance of the third parties related to them regarding the granting of access for the Observer. It is clarified and agreed to that the Observer's right to access all information regarding the Tender and execution of the Contract, also includes the right to be present at the office of the Contracting Authority during the tendering process, for the purpose of attending the electronic procedure real time – as conducted by formally certified users from the Contracting Authority- via the National Electronic Procurement System (ESIDIS) Prometheus, as specifically set under article 7.9.

5.2 To address written questions to the Contracting Authority and the Acceded Bidders for matters that in its opinion need clarifications/ analysis for the purposes of the present Pact..

5.3 To be present through its accredited experts, (information on experts will be shared in written with the Contracting Authority and Acceded Bidders) in meetings, hearings or/and during specific audits/evaluations, throughout the Tender or/and the Public Work's execution.

5.4 To follow the Public Work's execution through on site visits, after the signature of the relevant contract.

5.5 To keep records for the on-site visits that will be carried out.

5.6 To issue opinions and suggest the adoption and application of measures and internal procedures from the Contracting Authority and the bidders for the investigation of possible breaches.

5.7 To provide information on the possibility, feasibility or/and necessity to refer to competent bodies and authorities, in cases where the Observer presumes the commission of an offence, in its discretion,.

5.8 To evaluate all information brought to its attention, and also the response of the Contracting Authority and Acceded Bidders to its opinions, suggestions and written inquiries that and to report on that.

5.9 To accept communication with third parties through the submission of a relevant form that will be available on the Observer's website or through e-mails.

ARTICLE 6- CLAUSE REGARDING OBSERVER'S GENERAL ACCESS TO DOCUMENTS AND INFORMATION AND UNFETTERED EVALUATION OF MONITORING RESULTS

6.1. It is expressly agreed and concluded by all parties hereto that, for the effective implementation of the present Pact, the Observer will have full access to all documents and data drawn up, submitted and circulated during all stages of the Tender phase and the

execution of the contract, as described in paragraph 5.1 of this Pact; the Observer is additionally entitled to be informed of, review and request access to any other document or information that is, in its discretion, necessary for the purpose of the present monitoring process and for completing its evaluation. For this reason, the parties hereto expressly acknowledge that the data and information described in the following Articles are listed indicatively and not exhaustively. The Observer will be entitled to receive copies of all documents deemed appropriate and necessary for the performance of its duties, even if they are not expressly stated herein. In case that a copy of a document cannot be obtained, access to it should be ensured, either electronically or physically (e.g. through a visit to the offices of the party that possesses it or to which it relates) for as long as deemed necessary for reviewing, assessment and evaluation by the Observer.

6.2. The Observer will submit, in writing, to the Contracting Authority and Acceded Bidders requests for the provision of documents, data and information, as well as questions on matters which, in its judgment, need clarification. The Contracting Authority and Acceded Bidders must respond and reply with justification to the abovementioned requests, within ten (10) working days from their submission by the Observer.

6.3. It is expressly agreed that the responses to the Observer's inquiries as well as non-responses on the part of the Contracting Authority or any of the Bidders fall within the Observer's discretion and will be freely assessed by it; the outcome of that assessment will be taken into account in the reports referred to in Article 4.

6.4. The Observer has the right to freely assess the information provided in the context of the present Pact, based on its knowledge, experience and free-judgment,.

6.5. It is expressly agreed that the Observer shall only form opinions, suggestions and views that are not binding for any of the other parties to this Pact and under no circumstances will be liable for any damage or other consequences incurred on them by the use of opinions, suggestions, views or reports prepared by the Observer; the parties hereto expressly waive any such claim against the Observer.

ARTICLE 7 – DOCUMENTS & DATA FROM THE CONTRACTING AUTHORITY

Taking into account all of the above, the Contracting Authority undertakes the obligation to provide the Observer with full access to all documents and data that are compiled, submitted and transferred either through the National Electronic Procurement System (ESIDIS) Prometheus or manually by all parties involved in the tendering process (Contracting Authority, economic operators, bidders, advisory organs etc.) during the tender phase as well as throughout the execution of the Contract, irrespective of the fact that some of the involved parties (ex. economic operator – bidder) may not have acceded the present pact. Thus, with the present Pact the Contracting Authority undertakes (indicatively and not restrictively):

7.1. To submit to the Observer an inventory of all natural and legal persons (ex. external partners – technical consultants) and their representatives and employees, who participate or have participated directly or indirectly in the preparatory stage (preparation) of the Tender's process. It undertakes the same obligation for every stage of the Tender up to the completion of the execution of the Contract which will be awarded and signed by the winning bidder. Any amendments to this inventory will be disclosed in writing by the Contracting Authority to the Observer within five (5) working days from the replacement of one person or the addition of new one/ones.

7.2. To submit in writing to the Observer the composition of all competent advisory and decisive bodies (natural persons, regulars and substitutes, as well as representatives from other bodies who are members of the Selection Committee, Supervising Authority, Managing Service), that already exist or that will be established and undertake responsibilities in every stage of the Tender process and the execution of the Contract, and to provide information with regards to the curriculum vitae and professional activities of any specific member, after written request from the Observer.

7.3. To submit in writing to the Observer the provided –by law, in the Code of Administrative Procedure and in all related circulars – the declaration forms, which will be submitted by the members of the abovementioned bodies on conflict of interest incidents,.

7.4. To acknowledge in writing to the Observer any incident of conflict of interests that was ascertained either after the submission of the relevant form by the person involved in it, or after the submission of a request for exemption by another person for that reason, or after the conduct of internal audit, as well as the steps followed to remedy and waive the situation.

7.5. To submit to the Observer, upon request, a list of the planned and incurred expenses that are going to be paid or/and have been paid to external partners (natural and legal persons), contracted for any reason relating to the Tender (even to its preparation phase) and the execution of the Public Work.

7.6. Provided that, as foreseen in art. 45 of law 4412/2016, the Contracting Authority compiles and maintains the described “Public Work Folder” either through its technical service or any other competent service according to its internal regulation, or through another competent administrative authority by law, it undertakes the obligation with the present Pact to provide the Observer with unobstructed access to the whole content of the abovementioned Folder and its as set by law Subfolders. The Contracting Authority undertakes expressly the obligation to secure and provide access to the Public Work Folder for the Observer, even in case some documents or the whole Public Work Folder itself are kept or are in the possession of or/and in the electronic system of any other administrative authority, according to the law.

7.7. In any case, to provide the Observer with access a) to the whole folder of decisions made by the competent bodies, which includes the full justification of each decisions, the relevant contributions by advisory bodies, as well as every advisory opinion or document issued by any other competent by law body from which such a submission was requested, ex. the financial or legal department, if these documents are related to the decision-making upon a matter relevant to the Tender and the execution of the Public Work, b) to the minutes of meetings of all involved in the tender and the execution of the Public Work process bodies , such as the Selection Committee, the Objections and Monitoring of the Public Work Committee (ex. Of the Managing Authority or the Supervising Authority), which shall include the opinions of possible disagreeing-minority members, c) to the offers (and to the supporting or/and complementary documents) submitted by the bidders within Tender phase, regardless of their participation in the present pact, d) to the correspondence and the documents transmitted between itself and the bidders, including the winning bidder, during the whole procedure of the Tender phase and the execution of the Public Work, as well as e) to the electronic file of all related to the awarding and execution of the Contract documents, which the Contracting Authority undertakes the obligation to maintain. In order to facilitate the speedy identification and access to requested by the Observer information and documents and to avoid excess burden to the Contracting Authority, , the Contracting Authority undertakes to keep a list/ inventory with the details of the abovementioned

documents (correspondence and content of the electronic file), that will be shared with the Observer periodically.

7.8. To ensure access for the Observer to all documents (correspondence, suggestions, decisions, protocol), information and details that fall under the responsibilities of the Managing Authority of Attica Region, according to the provisions of Laws 4314/2014 and 3614/2007, that are issued, maintained or/and submitted by this Authority, either to the Contracting Authority or to any other competent by law body or Authority (ex. Authority for Certification, Control etc.), and refer to tendering process and the execution of the Contract for the abovementioned Public Work, even after the completion of the Work from the winning bidder.

7.9. It is expressly agreed that if the Tender for the Public Work is conducted electronically via the National Electronic Procurement System (ESIDIS) Prometheus in accordance with Law 4412/2012 and the relevant issued regulatory acts, the Contracting Authority undertakes to ensure Observer's access to all documents and information of the tender that will be submitted, communicated and / or handled through it, for example by allowing the presence of the Independent Observer to the Contracting Authority's offices to monitor the electronic procedures conducted by CA's certified users during the process and thereafter, at a time agreed between the Observer and the Contracting Authority, so that the latter may display to the Observer the content that will be included in the Subsystem of the Contest. The CA undertakes the responsibility to share all documents that will be included in the tender subsystem, as a whole upon the completion of each step or at upon the request of the Observer, by e-mail or in any other way agreed between the Contracting Authority and the Observer as being technically more suitable for this purpose.

ARTICLE 8 - DOCUMENTS & INFORMATION BY BIDDERS

Accordingly, the Acceded Bidders acknowledge and accept that the Contracting Authority will disclose to the Observer all the documents and information that they submit to it in the context of the Tender (either *via* the National Electronic Procurement System (ESIDIS) Prometheus or in a physical format/paper format) and in addition they commit to (indicatively but not limited to):

8.1. To provide themselves the Observer, after the opening of the bids and at each stage of the Tender, with access to any document relating to their participation in the Tender, such as the content of their submitted bid, the justification of any abnormally low bidding, to the documents they share in the context of their communication with the Contracting Authority etc.

8.2. To submit to the Observer, at its request, a complete record of the details of the external partners (natural and legal persons) used during the preparation of their bid, the procedure for the award of the public contract and its execution.

8.3. To submit to the Observer, upon request, the details of their subcontractors and, in the case of legal persons, the natural persons connected with them under any relation (staff, independent services) that will be directly or indirectly involved in the fulfillment of their obligations vis-à-vis them (of the tenderers) for the implementation of the Public Work.

8.4 To submit to the Observer a list of the Team members who will implement the Public Work, as well as any change (replacement or addition) of any member of the Project Team.

ARTICLE 9- ADDITIONAL RIGHTS AND OBLIGATIONS OF THE PARTIES AFTER THE SIGNATURE OF THE CONTRACT

After the award and the signature of the contract, the parties hereto, in addition to the above obligations and rights still applicable, agree to the following:

9.1. The Contracting Authority will provide the Observer with access to all contract documents, including annexes and any amendments to it. The acceded bidder that will be the Contractor of the Public Work recognizes and consents from this point on to the disclosure of all the above contractual documents to the Observer.

9.2. The Observer will have the right to monitor the contractual works and the overall progress of the Project, with on-site presence in the work areas.

9.3. The Observer will have the right to attend the meetings held between the Contracting Authority and the Contractor. To this end, the Contracting Authority, in addition to the implementation schedule of the Public Work, which may be an annex to the signed contract signed, will also submit to the Observer a timetable for activities related to the performance of the contract and a list of scheduled meetings. Ad hoc meetings, as well as any modifications to these timetables / programs, will be communicated to the Observer immediately.

9.4. The Observer will have the right to access the correspondence between the Contracting Authority and the contractor throughout the duration of the Project, in accordance with the terms specified in paragraph 7.8.; the Observer will also have the right to access the correspondence between the Contracting Authority and all acceded bidders.

ARTICLE 10 - CONFIDENTIALITY - DATA PROTECTION

10.1. All documents, data and information submitted to the Observer in accordance with the terms of this Pact will be used solely for the purpose of evaluating the tender procedures and the execution of the Public Work and the subsequent preparation of the relevant reports, as foreseen in the present Pact.

10.2. This information will be handled by the Observer and its employees and / or authorized - for the purposes of the present - outsourced experts as confidential, and the Observer will show due diligence for their protection and for the prevention of any third-party access to them.

10.3. The Observer will ensure that during the drafting of the reports the legal provisions on the protection of personal data will always be respected.

10.4. Especially in the case that the Observer intends to include in its reports information referring to a particular person (or persons), it will ensure that the pertinent reference is formulated in a way that will prevent its identification (or theirs). Information relating to a particular person (s) may be included in the reports only with the expressed written consent of the person (s) to whom it concerns.

10.5. The confidentiality requirements will remain in force after the expiration or in any way the termination of the present Pact, at least for a period of two (2) years.

ARTICLE 11- MOTIVATION FOR THE ACCESSION TO THE INTEGRITY PACT

11.1 The Observer will upload a "White List" of the present Pact on a dedicated website (www.integritypact.gr).

11.2 The "White List" will include at minimum the following information:

- a. The Public Work and the tender information .
- b. The bidders who have acceded the present Pact (and also the date when each of them joined).
- c. The contractor with the annotation on his preceding accession or not at the present.
- d. Any removals from the "White List" accompanied with justification.

11.3 The Observer will remove bidders from the "White List", if they violate the obligations that have been agreed upon with the present Pact after the described in article 15 procedure for compliance.

11.4 The bidders will be entitled to submit to the Observer justified considerations concerning the "White List".

11.5 The White List will be periodically updated by the Observer and will assume its final form , based on the evaluation's results for the conformation of all parties to the present Pact, after the Project completion or/and the termination or expiration of the present Pact.

11.6. It is expressly agreed that the Observer will be entitled to update the information included in the White List and maintain the White List on line throughout the contract award procedure and until the completion of the Project and the expiry of this Pact; for the whole duration of this and after the contract execution and the termination/expiration of this Pact, the Independent Observer shall, at its sole discretion, be entitled to use the information on the White List as well as the information relating to additions and /or deletions from it in any report (i/e activities report) or communication (for example, to promote the integrity pacts in other procurement procedures and / or other areas), complying with all the obligations arising from the present Pact and the Data Protection and Confidentiality laws .

ARTICLE 12- ACTIONS AND MEASURES IN CASE OF BREACHES

12.1. For the purposes of this Pact, "breach" is defined as: (a) any conduct which may affect the judgment and the incentives of the Contracting Authority and its employees/ partners and / or the bidders and their employees or third parties directly related to the Tender and / or the execution of the contract, including conducts permitted by law, that are incompatible with good practice, morality, purposes and spirit of the present Pact; (b) any conduct, act or omission, which violates the law, the general principles of the perambulatory clauses, the national, EU and international institutional framework and the declarations and guarantees of the Parties as stated in Article 1 of the present Pact; and c) the refusal or obstruction or non-fulfillment of the obligations agreed with the present Pact to provide the Observer with access to data and information necessary for the fulfillment of the purposes of the present Pact for the monitoring of the process and the evaluation of its results.

12.2. The Observer will assess the existence or not of any violation, at its sole discretion.

12.3. The assessment of any possible breach will be made by the Observer individually, *ad hoc*, on the basis of the elements taken into account in each particular case, considering market practices, the objectives of the present Pact and the institutional framework and principles underlying it .

12.4. In the event that the Observer, under the above conditions, finds any form of breach, or if it considers that there are indications to that effect or that preparatory actions by one of the parties have taken place which could lead to a breach, it will inform the Contracting Authority and / or the bidder involved, at its discretion.

12.5. The party involved in the breach will submit to the Observer a document with its views on the violation and the actions it has taken to cease it. No response on the part of the party concerned will be freely assessed by the Observer, who will be entitled to include it in the reports it will draw up. If the breach comes from a bidder and when the Observer notifies the Contracting Authority of it, The Contracting authority will be required to submit to the Observer a document on the actions taken to determine it and / or cease it. Similarly, failure by the Contracting Authority to respond to a breach by a tenderer will be freely assessed by the Observer, who will be entitled to include it in the reports it will prepare.

12.6. In the event of a violation of the principles, regulations and commitments referred to in the Preamble and Article 1 of the present Pact, or in case of misconduct, or in cases where the bidder either does not provide access to the information requested by the Observer or fails to answer the questions and / or the recommendations / suggestions submitted by the Observer, the latter will be entitled to remove the bidder from the White List described in the previous Article. In the event that the Contracting Authority has committed such breaches, Article 15 hereof is applicable.

12.7. In cases where the breach constitutes further a disciplinary offense, the parties hereto undertake to carry out an internal audit immediately and in accordance with the statutory procedures.

12.8. In the cases of the previous Articles, each party involved in the breach will notify the Observer in writing of the results of the inspections it has carried out when they are completed, especially if the Observer has already submitted a request / recommendation for internal audit. If the Party does not carry out any internal audit, it should provide the Observer with a justified explanation for the reasons it has not taken any action in this respect.

12.9. In the event that any conduct by anyone involved in the Tender or the execution of the Project constitutes a criminal offense or disciplinary offense, the Contracting Authority and the Acceded Bidders undertake the obligation to report it to the competent legal authorities.

ARTICLE 13 - ENTRY INTO FORCE AND EXPIRY

This Pact shall enter into force on the date of its signature by the Independent Observer and the Contracting Authority and shall end upon the completion of the Project's implementation, provided that until the date of completion, the duration of the pilot program "INTEGRITY PACTS- Civil Control Mechanisms for Safeguarding EU Funds, Phase 2", funded by the EU's Directorate-General for Regional Policy and Urban Development (DG

Regional Policy) has not expired as referred to in paragraph C of the preamble, and are subject to the conditions set out in Article 15 below.

ARTICLE 14 - ACCESSION OF TENDERES TO THIS PACT

14.1. The present Pact is open to accession by the economic operators - bidders that will participate in the Tender for the project “ CONSTRUCTION OF A FLOOD PROTECTION PIPELINE NETWORK IN AREAS OF THE MUNICIPALITIES OF NIKAIA - AGIOS IOANNIS RENTIS AND MOSHATO – TAVROS” from the date of its signature by the Observer and the Contracting Authority until the date of the signature of the contract by the selected contractor.

14.2. After the signature, the Contracting Authority will post the present Pact on its website and will arrange to provide a copy of it to any natural or legal person who will express interest to receive the tender documents.

14.3. Accession shall be put into effect with the signature of the Accession Form by the person authorized to represent the bidder in the tendering procedure as and its submission electronically when submitting an offer to the National Electronic Procurement System (ESIDIS) Prometheus, accompanied by the contact details of the contact person for the purposes hereof, as defined in paragraph 14.5.

14.4. The submission of the Accession Form includes the unreserved declaration of willingness to accede the present Pact without reservation, to become a party to this Pact and to be bound by all terms and obligations hereunder.

14.5. Bidders are required to designate a person responsible for communicating with the Observer, for the notification and receipt of the documents and for the general application of the provisions of the present Pact.

14.6. After the deadline for the submission of bids for the Tender, the Observer will post on its website, where it will keep the White List of Article 11, the details of the tenderers who have acceded the present Pact.

ARTICLE 15 – TERMINATION OF THIS PACT

15.1. In the event that any of the other parties hereto violates the obligations hereunder, which it undertakes for the proper and effective execution and in particular when it does not provide, deny or hinder directly or indirectly the Observer's access to the documents and information requested by it or / and does not respond or insufficiently responds to the Observer's requests and inquiries, the Observer will be entitled to terminate the present, after having called him in writing to comply with its obligations within a specified time limit, which will be set by the same above document. If the deadline set lapses, the Observer shall be entitled to terminate the present in due time, by written notice, communicated in any way (letter, e-mail) to the person referred to in paragraph 11.4 and to the Contracting Authority; the termination will result in the immediate termination of the present in this respect, its deletion from the White List of Article 11 and the disclosure, in the discretion of the Observer, of the reason for deletion.

15.2. Particularly in the event that the breaching party is the Contracting Authority, and in case there is no compliance following the procedure of its previous invitation to do so with

the preceding paragraph, the termination of the present pact will apply to all other parties - acceding to it, and the Observer will inform them in writing immediately after the notification of the termination to the Contracting Authority and the occurrence of its results.

ARTICLE 16- OTHER TERMS

1. Communication between the parties shall be by in written form or by e-mail.
2. This Pact shall be amended only in writing form and the amendments shall be signed by all the Parties involved, which have acceded to and are contracting parties at the time of each amendment.
3. This Pact is governed by the Greek law. The interpretation of its terms will be in accordance with the law, general principles, declarations and warranties of the parties and the objectives listed at the beginning of the present.
4. Any disputes for the interpretation and content of the present terms will be resolved through negotiations among the involved parties.

Every effort shall be made to resolve any arising dispute between the parties regarding the interpretation and content of the terms hereof in a friendly manner. In the event that the dispute is not resolved despite the efforts made by the parties in good faith, either Contracting Party may refer the dispute to mediation by sending a written Referral Form to Mediation ("Request for Mediation Referral") to the other Contracting Party. The Mediator will be agreed between the parties and if the parties fail to reach an agreement on the Mediator's person, then he / she shall be appointed from the list of Mediators kept at the Ministry of Justice. If the parties reach an agreement to settle the dispute, this agreement will be concluded in writing form and when signed by the legitimate representatives of the parties will be binding on the parties.

In consideration of the above, the present Pact was prepared and signed in two (2) originals, both of which the original contractors (Contracting Authority and Observer) here will publish it by posting it on their website, in which it should be posted until its expiry.

For The Observer

Dr. Anna Damaskou
Chair

Eugenia Papathanasopoulou
Secretary General

For The Contracting Authority

Rena Dourou
Regional Governor of Attica
Region