

COOPERATION MEMORANDUM

regarding the Integrity Pact within the scope of the project

“E-culture: the digital library of Romania”

THE MINISTRY OF CULTURE AND NATIONAL IDENTITY, 22 Unirii Bd, sector 3, Bucharest, 030833, legally represented by Mr. **Lucian ROMAȘCANU**, minister of culture and national identity, hereinafter referred to as the **CONTRACTING AUTHORITY**,

AND

The consortium made up of the ROMANIAN ASSOCIATION FOR TRANSPARENCY | **TRANSPARENCY INTERNATIONAL ROMANIA**, headquartered in Bucharest, 28-30 Ghe. MAGHERU BD., 3RD FLOOR, SECTOR 1, LEGALLY REPRESENTED BY MR. VICTOR ALISTAR, AS EXECUTIVE DIRECTOR AND OF THE INSTITUTE FOR PUBLIC POLICIES ASSOCIATION, HEADQUARTERED IN BUCHAREST, 19 Alexandrina Street, sector 1, legally represented by Mr. Adrian Moraru, as director, hereinafter referred to as **INDEPENDENT MONITOR**,

In view of:

- The appeal for the public authorities to express their interest in piloting integrity pacts within projects co-financed by structural and cohesion funds published by the European Commission DG REGIO,
- The application submitted by the Ministry of European Funds - Directorate-General for Competitiveness Programs within the call for expressions of interest,
- The letter of DG REGIO ref. Ares(2015)4257971 of 13.10.2015 communicating that the submitted application was accepted and requesting collaboration with Transparency International Romania and the Institute for Public Policies Association in view of starting the necessary preparations for developing and implementing an Integrity Pact,
- The principles of the Treaty on the functioning of the European Union (TFUE) related to the free circulation of goods, the freedom of establishment and the freedom to provide services, as well as the principles of equality in treatment, non-discrimination, mutual acknowledgment, proportionality and transparency provided by the Directive 2014/24/EU of the European Parliament and Council on public procurement,
- The provisions of the Directive 2014/24/EU on public procurement and the repealing of the Directive 2004/18/EC, especially of art. 83 par. (2) of the directive

- The provisions of the Government Decision no. 583/2016 on approving the National anti-corruption strategy for 2016-2020, especially of the provisions of action no. 3 – “Testing, in two public institutions, of the institution of the integrity pact on public procurement” – corresponding to the specific objective 3.6 - Increase of integrity, reduction of vulnerabilities and of corruption risks in the public procurement field
- The provisions of Law no. 98/2016 on public procurement, in particular concerning the principle of transparency and art. 49 of the law
- The cooperation protocol for the development of the integrity pacts between the Ministry of European Funds and the consortium the Romanian Association for Transparency - the Institute for Public Policies Association, registered under no. 3247/MN/30.10.2015
- Commission Implementing Decision No 10233 of 19.12.2014 approving certain elements of the Competitiveness Operational Program
- The provisions of international laws and regulations on preventing and fighting corruption, being aware of the impact of corrupted practices which undermine institutions, the justice system, the values of democracy, free initiative and an honest competition environment;
- The interest of promoting certain mechanisms for civic consultation and involvement in public procurement processes in order to increase the quality of the results obtained;
- The interest of protecting public funds against possible fraud and corruption, increasing transparency and control of the spending of these funds;
- The interest of increasing the trust in the contracting authorities and in contractors, in order to strengthen their reputation;
- The interest of increasing the efficiency of spending EU funds and of improving public procurement processes by increasing competition;
- call for projects under the Operational Program Competitiveness (POC), Priority Axis 2 - Information and Communication Technology (ICT) for a competitive digital economy, Investment Priority 2c. - Strengthen ICT applications for e-government, e-learning, e-inclusion, e-culture, e-health, Specific Objective OS 2.4 - Increase Internet use, Action 2.3.3 - Improving digital content and ICT systemic infrastructure - in the field of e-education, e-inclusion, e-health and e-culture - SECTION E-CULTURE

On the basis of the Cooperation Agreement for the Development of the Integrity Pacts between the Ministry of European Funds and the Consortium the Romanian Association for Transparency | Transparency International - the Institute for Public Policies Association, on 30.10.2015, the present COOPERATION MEMORANDUM is concluded.

PART ONE

RULES AND CONDITIONS FOR IMPLEMENTING THE MEMORANDUM

CHAPTER I: RIGHTS AND OBLIGATIONS OF THE PARTIES

Art. 1

(1) Within this MEMORANDUM, the terms and phrases below have the following meanings:

Contracting authority: in this case, the contracting authority is the Ministry of Culture and National Identity;

Business operator: any natural person or legal entity, of public or private law or group or associations of such persons or entities, legally active on the market proposing execution of works and/or of a construction, supplying products or providing services, including any temporary association set up among two or more of these entities. (according to Law no. 98/2016, art. 3);

Tenderer: any business operator having submitted a tender within the awarding procedures subject to this MEMORANDUM (according to Law no. 98/2016, art. 3);

Contractor: any business operator, a party in public procurement contracts subject to this MEMORANDUM (according to Law no. 98/2016, art. 3);

Independent monitor: non-governmental organization or association of non-governmental organizations coordinating the implementation of the *Integrity Pact* and ensuring that the parties involved observe the commitments undertaken therein, contributing to establishing the transparency and ensuring the integrity of the awarding procedures and of the implementation of contracts subject to this MEMORANDUM, until the handover of the services or products. In this case, the independent monitor is the Consortium made up of the Romanian Association for Transparency|Transparency International Romania and the Institute for Public Policies (TI-Ro and IPP).

Disciplinary offense: work-related act, carried out with guilt, that consists in an action or inaction by the employee infringing legal norms, internal regulation, the applicable individual employment contract or collective employment contract, orders and legal decisions of the hierarchical managers (according to the Labor Code).

Integrity pact: agreement among the CONTRACTING AUTHORITY, TENDERERS or the CONTRACTOR participating in a public procurement process, as well as an INDEPENDENT MONITOR on behalf of the civil society. The parties acknowledge and actively support the legal provisions related to integrity in public procurement, anti-corruption efforts, procedural transparency and contractual responsibilities. The INTEGRITY PACT ensures continuous monitoring, in real time, without representing a means of control, but a means of assistance in developing best practices both at the level of the CONTRACTING AUTHORITY, as well as of the TENDERERS and the CONTRACTOR. The INTEGRITY PACT is used both during the preparation of the public procurement, beginning with the identification of the investment need as well as during the implementation of the public procurement contract. The legal form of the integrity pact for this MEMORANDUM implies an agreement

between the CONTRACTING AUTHORITY and the INDEPENDENT MONITOR (agreement represented by this MEMORANDUM) and the adherence to the same standards and integrity principles from the tenderers and contractors by means of a statement accepting the INTEGRITY PACT and assuming the contractual obligations herein.

Art. 2

The implementation of this MEMORANDUM serves the following objectives:

1. Furthering ethical behavior, transparency and integrity throughout the duration of the awarding procedures and the implementation of the contracts within the scope of the project "E-culture: the digital library of Romania" financed within the Competitiveness Operational Programme (POC). The public procurement procedures and contracts, within the scope of the project, which will be subject to the Integrity Pact are those concerning the aforementioned project
2. Creating a climate of good collaboration and mutual trust among the signatories of the MEMORANDUM.

Art. 3

The PARTIES declare that neither them, nor their employees, shall accept or take advantage of tangible or intangible benefits for them or for a third party, from the tenderers and contractors, benefits that could influence their behavior during the procedure for awarding and executing the awarded contract.

Art. 4

The PARTIES and their employees, including those who do not have direct responsibilities related to the preparation, the implementation of the public procurement contract in question and the overseeing of the execution of the awarded contract (for the contracting authority), including those who are not members of the project team for testing the Integrity Pacts in Romania shall refrain from any offense.

Rights and obligations of the CONTRACTING AUTHORITY

Art. 5

(1) In order to ensure that the obligations mentioned at Art. 2 - 4 are fulfilled, the CONTRACTING AUTHORITY agrees to grant the INDEPENDENT MONITOR access to the procurement file and to the documents and information related to the organization of the procedures for awarding and executing the contracts provided at art. 2, as soon as they can be disclosed, with no special request being necessary from the INDEPENDENT MONITOR for each of these documents.

(2) The obligation of the CONTRACTING AUTHORITY at par. 1 refers both to the documents issued in accordance with Law no. 98/2016 (Annex 1) and to the documents issued in accordance with the internal regulations adopted by the CONTRACTING AUTHORITY concerning the preparation of the public procurement procedure. This obligation is exercised in accordance with Section 3 "Rules on advertising and transparency" (Articles 142-153) of Law 98/2016.

(3) If changes of the national legislation occur that could allow access of the INDEPENDENT MONITOR to the documents submitted by the TENDERERS, to the meetings and to the documents issued by the evaluation commission, the CONTRACTING AUTHORITY commits by this MEMORANDUM to ensure the INDEPENDENT MONITOR access to all these documents and to the meetings of the evaluation commission, as soon as a legislative change allowing these actions comes into force, without requiring amendments to this MEMORANDUM.

(4) In order to fulfill the obligations included in this article, the CONTRACTING AUTHORITY sends the INDEPENDENT MONITOR the documents to which they have access as soon as they are available, but no later than 5 business days of this date. Also, the CONTRACTING AUTHORITY undertakes to send to the INDEPENDENT MONITOR information about the meetings to which they will have access at least 3 business days before their dates, except when they are informed about these meetings in a shorter term or these are scheduled for a shorter term, case in which they shall immediately communicate the information to the INDEPENDENT MONITOR.

Art. 6

(1) The CONTRACTING AUTHORITY guarantees that they will include in the awarding documentation for the above-mentioned procurement within the project "*E-culture: the digital library of Romania*" financed within POR information related to the application of the INTEGRITY PACT and to this MEMORANDUM.

(2) The CONTRACTING AUTHORITY proposes that business operators, submitting tenders with a view to awarding the above-mentioned contracts adhere to the provisions of this MEMORANDUM.

(3) The CONTRACTING AUTHORITY will include in the public procurement contract model and in the contracts which will be signed a clause regarding the existence the Integrity Pact, the monitoring of the procurement procedure and the execution of the contract by an external monitor.

Rights and obligations of the INDEPENDENT MONITOR

Art. 7

(1) The INDEPENDENT MONITOR undertakes:

- a. to monitor the entire procedure for public procurement and the resulting implementation of the contract, from the moment of identification and need analysis until signing the handover minutes,

for the contracts awarded by the CONTRACTING AUTHORITY within the scope of the project "E-culture: the digital library of Romania", from 2017 until 2019;

- b. to evaluate the compliance of the procedure for contract awarding and implementation with the regulations of the legislation in force and with the regulations of this MEMORANDUM;
- c. to evaluate the observance of the following principles: integrity, responsibility, transparency and respect with regard to the contract awarding procedures as well as during their execution;
- d. to give recommendations of a discretionary nature for preventing and eliminating potential offenses throughout the public procurement process;
- e. to give recommendations of a discretionary nature for preventing and eliminating potential risks for the CONTRACTING AUTHORITY throughout the public procurement process;
- f. to make available to the CONTRACTING AUTHORITY the formats of monitoring reports and checklists used in the implementation of this MEMORANDUM, which constitute its annexes; if these report and checklist formats are subject to changes, they will be approved by both Parties by an addendum;
- g. to prepare periodic monitoring reports (in connection with the stages of the contract awarding and execution procedures);
- h. to send the CONTRACTING AUTHORITY as well as the Directorate-General Competitiveness Programmes (AM POC) the monitoring reports for consultation, before publishing them;
- i. to take into account the comments of the CONTRACTING AUTHORITY and of AM POC related to the monitoring reports and to integrate these comments
- j. the INDEPENDENT MONITOR shall not be subordinate to or be influenced by the CONTRACTING AUTHORITY, TENDERERS or CONTRACTOR and shall fulfill its tasks in good faith, objectively and independently;
- k. to present to the CONTRACTING AUTHORITY the list of its representatives who will participate in implementing the MEMORANDUM, more precisely in performing the monitoring of the above-mentioned contract awarding and execution procedures, together with the proof for experience/expertise in the field in which each person will perform their activity/monitoring;
- l. to ensure strict confidentiality of all documents not having public character received or having direct or indirect access to through the CONTRACTING AUTHORITY, tenderers and/or contractors in executing this MEMORANDUM;
- m. to ensure that a confidentiality statement is signed by all persons designated for executing this MEMORANDUM and who may have access to documents not having public character. The persons designated by the INDEPENDENT MONITOR will receive documents not having public character only if the contracting authority considers necessary and only if disclosing information does not represent a disciplinary offense or infringement of law;
- n. to make proposals regarding the content of all documents that the CONTRACTING AUTHORITY and the CONTRACTORS must prepare and publish pursuant to this MEMORANDUM (for example: the presentation of the Integrity Pact to be published by the CONTRACTING AUTHORITY or a policy of zero tolerance to corruption that needs to be prepared by the contractor).

(2) The INDEPENDENT MONITOR shall use the information to which they will have access only in order to prepare the mandatory monitoring reports. The data obtained from studies carried out shall be kept and processed for statistical purposes, under confidentiality conditions, and shall be presented in summarized analytical reports.

Art. 8

In order to fulfill the commitments mentioned in art. 8, the INDEPENDENT MONITOR shall have the following rights:

- a. to participate as an observer in all stages of the procedure for public procurement and contract implementation (including in the stage of signing the handover minutes), in accordance with this MEMORANDUM, through their employees and/or its experts;
- b. to ask for and to analyze relevant documents (Annex 1) of the procedure for contract awarding and execution stage in the possession of the CONTRACTING AUTHORITY and to send written questions regarding these documents;
- c. to alert the CONTRACTING AUTHORITY if potential offenses or risks are uncovered;
- d. to send recommendations of a discretionary nature to the CONTRACTING AUTHORITY to promote the public procurement principles: non-discrimination, equal treatment, mutual acknowledgment, transparency, proportionality, assuming responsibility.

Art. 9

(1) The INDEPENDENT MONITOR has the obligation to observe the confidential nature of the information and documents obtained pursuant to this COOPERATION MEMORANDUM to be included in its reports. The INDEPENDENT MONITOR shall perform its analysis and shall prepare the monitoring reports so as to prevent the disclosure of certain points of view or opinions of the members in the Evaluation Commission.

(3) The INDEPENDENT MONITOR shall prepare, send to the CONTRACTING AUTHORITY to be completed and subsequently keep all minutes of the working meetings and of the monitoring sessions.

(4) The INDEPENDENT MONITOR has the obligation to submit, in writing, its requests for information addressed to the CONTRACTING AUTHORITY.

Art. 10

(1) The INDEPENDENT MONITOR shall prepare at least an initial report (after finalizing the procedure for awarding each contract subject to monitoring), an intermediary report (during implementation of each contract) and a final report (after each contract ceases) on the monitoring activity for the process of public procurement and contract implementation, until signing the handover minutes.

(2) If a situation of interest occurs¹ during monitoring, the INDEPENDENT MONITOR shall notify the CONTRACTING AUTHORITY regarding the development of additional intermediary monitoring reports, at least 10 business days before sending these reports to the CONTRACTING AUTHORITY for consultation.

(3) If a situation of interest occurs during monitoring, the CONTRACTING AUTHORITY can request the INDEPENDENT MONITOR to prepare certain additional intermediary monitoring reports. The final decision regarding the prospect of preparing the additional intermediary monitoring reports is with the INDEPENDENT MONITOR.

(4) The final report of the INDEPENDENT MONITOR shall include a summary of the other periodical reports and the final evaluation regarding the compliance of the procedure for public procurement and contract implementation, until the signing of the handover minutes, with the requirements of the legislation in force and with the rules mentioned in this MEMORANDUM.

(5) The INDEPENDENT MONITOR shall publish the reports on its Internet page, after completing them in accordance with Law no. 677/2001 concerning the protection of natural persons regarding the processing and free circulation of the personal data.

(6) The INDEPENDENT MONITOR shall have the obligation to ensure reporting according to the calendar agreed with the Secretariat of Transparency International (Berlin) – the project coordinator *Integrity pacts – Civic instrument for monitoring public procurement, stage II – monitoring, evaluation and learning* and shall benefit from the support of the CONTRACTING AUTHORITY in providing relevant information in due time.

(7) Before publishing them, the INDEPENDENT MONITOR shall consult the CONTRACTING AUTHORITY on the content of the reports, according to the provisions at art. 7, par. (1), letters (f)-(h) in this MEMORANDUM.

Art. 11

(1) The INDEPENDENT MONITOR shall have the right to participate in the meetings between the CONTRACTING AUTHORITY and the CONTRACTOR, as well as to monitor the execution of any activities concerning the implementation of the awarded contract.

(2) The CONTRACTING AUTHORITY shall provide the INDEPENDENT MONITOR with the schedule for the activities for implementing the awarded contract and shall notify him/her about the working meetings that will be organized. Any amendment made to the schedule of activities shall be announced in a reasonable time frame, in order to allow the INDEPENDENT MONITOR to adapt.

1 Situations of interest refer to unforeseen situations during a procurement procedure, such as decisions to cancel, suspend a procedure, appeals or special situations during the implementation of contracts, such as the conclusion of addenda etc.

(3) The INDEPENDENT MONITOR has the obligation to answer in writing to any problems signaled by the CONTRACTING AUTHORITY throughout the duration of executing the MEMORANDUM and the public procurement contract.

CHAPTER II: ADHERENCE OF TENDERERS AND CONTRACTORS TO THE INTEGRITY PACT

Art. 12

The tenderers will be informed as to the existence of the INTEGRITY PACT and the possibility to adhere to it by signing Annex 2 to this MEMORANDUM, which shall be included in the awarding documentation.

Art. 13

- (1) Once the tenders are submitted, the INDEPENDENT MONITOR will prepare a WHITE LIST of all TENDERERS who have adhered to the INTEGRITY PACT.
- (2) The INDEPENDENT MONITOR will state the following aspects in this WHITE LIST:
 - a. The TENDERERS who have participated in the respective public procurement procedure;
 - b. The TENDERERS who have adhered to the INTEGRITY PACT;
 - c. The TENDERER who won the contract, by updating the LIST as soon as this information becomes available;
 - d. Reasons for eventual removal of certain TENDERERS from the WHITE LIST.
- (3) Both the INDEPENDENT MONITOR and the CONTRACTING AUTHORITY will publish on the institution's website and disseminate the content of the WHITE LIST.
- (4) The TENDERERS will be informed as to the existence and the content of the WHITE LIST.

Art. 14

The tenderers who sign and adhere to the Integrity Pact:

- a. Sign the "Statement on accepting the Integrity Pact and the obligations deriving therefrom";
- b. Commit not to offer bribe and not to participate in any other corruption offenses or offenses assimilated to corruption related to public procurement;
- c. Commit not to form any alliance with other tenderers and not to use privileged information to which they have no access right and that could affect the competition;
- d. Commit to take all necessary measures in order to avoid conflicts of interest;
- e. Commit to publish information related to all payments made during the process of procurement and execution of the public procurement contract;

- f. Observe and take all necessary measures so that the provisions of the INTEGRITY PACT are applied by all employees or by their empowered persons, by establishing a code of conduct for them;
- g. Observe and take all necessary measures so that the provisions of the integrity pact are applied at business operator level.
- h. Explicitly express their agreement that the INDEPENDENT MONITOR have access to all documents of the procedure for awarding the public procurement contract, except those included in the submitted tender and deemed confidential, as well as those resulting from its execution, the obligation to ensure confidentiality being in this case opposable to the INDEPENDENT MONITOR.
- i. Take all necessary measures so that all their employees refrain from any action or lack of action, during the procurement planning as well as subsequently, during tendering and contract execution, actions that can represent, according to legal provisions in force:
- Disloyal competition offenses;
 - Corruption offenses;
 - Conflicts of interest;
 - Use of privileged information;
 - Illegal influence of the decision-making process of the contracting authority or obtaining confidential information that could offer them unjustified advantages during the procedure.²
- j. If being declared the winner, commits not to employ or to conclude any other agreements on providing services, directly or indirectly, in order to fulfill the public procurement contract, with natural persons or with legal entities that were involved in the process for checking/evaluating tenders submitted within an awarding procedure or employees/former employees of the contracting authority or of the provider of procurement services involved in the awarding procedure with which the contracting authority/the provider of procurement services involved in the awarding procedure ceased the contractual relationships subsequently to public procurement contract awarding, over a time period of at least 12 months after the contract conclusion, under the sanction of dissolving or terminating the respective contract;³;

2 **Art. 167L201L202**

3 L204L205The tenderer declared as winner with whom the contracting authority concluded the public procurement contract has no right to employ or to conclude any other agreements on providing services, directly or indirectly, in order to fulfill the public procurement contract, with natural persons or with legal entities involved in the process for checking/evaluating the participation requests/tenders submitted within an awarding procedure or employees/former employees of the contracting authority or of the provider of procurement services involved in the awarding procedure with which the contracting authority/the provider of procurement services involved in the awarding procedure ceased the contractual relationships subsequently to public procurement contract awarding, over a time period of at least 12 months after contract conclusion, under the sanction of dissolving or terminating the respective contract.

k. Commits to present during contracting, if available, either a code of conduct for its employees stipulating that offering bribe or unethical behavior are not accepted or a policy document of zero tolerance to corruption and of avoiding conflicts of interest or a policy document for gifts and protocol expenses or if the above mentioned documents do not exist, to present during contracting a commitment on preparing them within maximum 3 months and on adopting the necessary measures for implementation within 6 months;

If declared the winner, commits to publish on its own website information related to all payments made during the process of procurement and execution of the public procurement contract.

Art. 15

The contractors signing and adhering to the Integrity pact commit to observe all obligations assumed related to adhering to the INTEGRITY PACT as tenderers and to apply rules regarding transparency and integrity for subcontractors, providers and collaborators.

CHAPTER III: MEASURES IN CASE OF OFFENSES OR CONTRACT INFRINGEMENT

Art. 16

(1) The INDEPENDENT MONITOR has the right to give recommendations of a discretionary nature for preventing and/or eliminating offenses or infringements of law, irregularities or risks in the awarding procedure or during contract execution, within the scope of this MEMORANDUM.

(2) The INDEPENDENT MONITOR shall fully evaluate any offence, irregularity or risk, for each case, based on the existing legislation, on the professional experience and on the available data, in line with the objectives of this MEMORANDUM.

(3) The INDEPENDENT MONITOR is entitled to receive notifications from third parties regarding observing or not observing the legal obligations on transparency and integrity of the public procurement procedures as well as of the obligations assumed under the Integrity pact.

Specific objective 2.2/GD583/2016 - Increasing the efficiency of the preventive anti-corruption measures by remedying gaps and legislative inconsistencies related to the ethics advisor, protection of the notifying party in public interest and the post-commitment interdictions (pantouflage)

(4) The INDEPENDENT MONITOR has the obligation to send the notifications received, after anonymizing them, to the contracting authority, in order to be competently settled, within 5 days following receipt⁴, continuing to monitor the manner in which these petitions are settled.

(5) In those cases when the INDEPENDENT MONITOR considers that the offenses represent disciplinary offenses, they shall notify the CONTRACTING AUTHORITY, in accordance with the provisions of chapter III of Government Decision no. 1344/2007 on organization and operation norms of the disciplinary committees.

Art. 17

The CONTRACTING AUTHORITY and the INDEPENDENT MONITOR shall report in due time to the competent institutions and shall provide support in order for these to exercise their responsibilities of supervising and sanctioning when the infringement or the disciplinary offence having been notified represents a potential infraction.

Art. 18

If one of the PARTIES identifies any infringement of the provisions of this COOPERATION MEMORANDUM, they shall proceed with the following steps:

- (a) They shall document any suspected or ascertained infringement in a written report, immediately after having identified it and shall send the report to the other party within maximum 5 business days of identifying the above mentioned infringement;
- (b) The other party shall communicate their point of view within maximum 5 business days of having received the report;
- (c) In case of divergent opinions concerning the notified deed or any misunderstanding, a working meeting shall be organized in order to identify common solutions;
- (d) The INDEPENDENT MONITOR shall prepare a report proposing a solution for the situation notified. The report shall be sent to the CONTRACTING AUTHORITY within maximum three business days from the date of the working meeting.

Art. 19

If the PARTIES fail to agree upon an approach or a solution for the matter within the working meeting mentioned at Art. 18, letter (c), the INDEPENDENT MONITOR – after internal deliberations within the international consortium – or the CONTRACTING AUTHORITY can decide to withdraw from the MEMORANDUM

⁴ Art. 6¹/GO27/2002 - The petitions incorrectly addressed shall be sent within 5 days after registration by the department provided at art. 6 par. (1) to the authorities or to the public institutions charged with settling the notified issues, the petitioner being subsequently informed of this.

related to the INTEGRITY PACT. The PARTY having unilaterally denounced the MEMORANDUM on the INTEGRITY PACT shall send the other party a justification in writing within maximum 3 business days of the date of the working meeting.

Art. 20

(1) In case the provisions of the MEMORANDUM and of the INTEGRITY PACT are not observed and if, after completing the steps described at art. 18, a solution is not found, the PARTIES can disclose to the public that the MEMORANDUM/INTEGRITY PACT has been infringed, presenting the report mentioned at art. 18, letter (a), the answer mentioned at art. 18, letter (b) and a description of the case circumstances.

(2) By signing the MEMORANDUM on the INTEGRITY PACT, the PARTIES expressly agree to the publication of the information mentioned at par. 1.

(3) If the report mentioned at Art. 18, letter (a) is sent to the relevant control and supervising authorities, the PARTIES shall refrain from making statements in public until having received the decision of the control and supervising authorities.

Art. 21

(1) If a tenderer or a contractor becomes aware of situations in which the other signatory parties of the Integrity pact - either the contracting authority, the independent monitor or the other tenderers - fail to observe the Integrity pact and the obligations deriving therefrom, the tenderer or the contractor has the right to notify these aspects to the contracting authority, the independent monitor or other institutions certified according to the law, depending on the situations of nonobservance of the pact identified.

(2) A tenderer or contractor notifying such situations provided at par. (1) will not be subject to sanctioning as a result of the notification sent.

THIRD PART

MISCELLANEOUS

Art. 22

The CONTRACTING AUTHORITY accepts that the correspondence exchange with the TENDERERS and subsequently the CONTRACTOR, throughout the duration of the MEMORANDUM on the INTEGRITY PACT, can be accessed by the INDEPENDENT MONITOR.

Art. 23

The final version of the MEMORANDUM shall be published on the Internet page of the CONTRACTING AUTHORITY no later than the time of publishing the awarding documentation, together with information on the professional capacity and experience of the INDEPENDENT MONITOR, in order to be available to any stakeholder.

Art. 24

(1) The parties to the present MEMORANDUM have the right to agree on modifying or completing the MEMORANDUM clauses, during its validity period. The modifications and completions will be made following an agreement of the will of the parties expressed as an addendum.

(2) No addendum can be entered into retroactively. Any modification to the contract that does not take the form of an addendum or that does not observe the provisions of the present contract, will not be enforced.

Art. 25

(1) The communication between the parties for the implementation of the MEMORANDUM will be made by email, directly in person or by telephone. Any verbal communication will subsequently be confirmed in writing. In all cases, the party receiving the communication will confirm by email having received it.

(2) The parties will communicate through an official address, in no more than 10 days from the signing, the names, the email addresses and telephone numbers of the persons designated for the implementation of the MEMORANDUM. Any modification regarding the name or contact details of the persons designated by either of the parties will be communicated to the other party through an official address in no more than 10 days from its occurrence.

(3) The CONTRACTING AUTHORITY will send the INDEPENDENT MONITOR the documents mentioned in the present MEMORANDUM and in Annex 1, through email, scanned or, in the case of unfinalized documents, in an editable format if possible.

(4) The documents published on SEAP/SICAP and which are not available to the public will not be sent automatically to the INDEPENDENT MONITOR.

(5) In case the documents and files mentioned in Annex 1 cannot be scanned and sent by email by the CONTRACTING AUTHORITY, it will communicate the situation to the INDEPENDENT MONITOR, who will delegate a person to retrieve the copies of the requested documents from the headquarters of the CONTRACTING AUTHORITY.

Art. 26

The PARTIES shall make all efforts, to amiably resolve, through direct negotiations, any misunderstanding or dispute that may occur between them within the framework of or related to the implementation of the MEMORANDUM on the INTEGRITY PACT. The representatives of the Transparency International Secretariat (the direct beneficiary of the contract with DG REGIO on financing the project Integrity pacts – Civic instrument for monitoring public procurement, stage II – monitoring, evaluation and learning) and the representatives of DG REGIO (financing party for the project for testing Integrity pacts) can also attend the meetings for an amicable settlement.

Art. 27

This MEMORANDUM shall be interpreted in line with the principles, objectives and spirit of the European and national regulations mentioned in the preamble.

Art. 28

This COOPERATION MEMORANDUM contains 4 annexes titled:

Annex 1: "Documents requested for the awarding procedure".

Annex 2: "Statement of acceptance the INTEGRITY PACT and undertaking of the contractual obligations deriving therefrom"

Annex 3: "Proposal for the structure of the monitoring report"

Annex 4: "Model of the checklist for the monitoring of the public procurement procedure and of the public procurement contract within the Integrity Pact"

This MEMORANDUM, together with its annexes has 30 pages.

This MEMORANDUM was drafted in 3 copies, 1 for the CONTRACTING AUTHORITY, 2 for the INDEPENDENT MONITOR.

For the CONTRACTING AUTHORITY
THE MINISTER OF CULTURE AND NATIONAL IDENTITY
Lucian ROMAȘCANU

.....
Date:

Director, Project Management Unit (PMU)

For the Consortium ROMANIAN
ASSOCIATION FOR
TRANSPARENCY | TRANSPARENCY
INTERNATIONAL ROMANIA - INSTITUTE FOR
PUBLIC POLICIES (TI-Ro-IPP)

Executive director TI-Ro
Victor ALISTAR

Bogdan Ștefan TRÎMBACIU

.....

Deputy director, PMU

Monica DRĂGAN

.....

Head of financial department, PMU

Albertina NĂSTASE

.....

Counselor for European Affairs, PMU

Mihăiță-Adrian MONORANU

.....

.....

Date:

IPP Director

Adrian MORARU

.....

Date:

ANNEX 1

The documents issued by THE CONTRACTING AUTHORITY to which THE INDEPENDENT MONITOR may have access are presented in the list below.

THE INDEPENDENT MONITOR can also request access to other documents issued or received by THE CONTRACTING AUTHORITY within the process for awarding and executing the public procurement contract. If these documents cannot be disclosed to the INDEPENDENT MONITOR, then the CONTRACTING AUTHORITY shall motivate the refusal to grant access, even if it holds confidentiality statements from the INDEPENDENT MONITOR and from its employees and experts.

<i>Planning the project and the public procurement stage</i>
<ul style="list-style-type: none">• Financing request• Feasibility study
Tender preparation stage
<ul style="list-style-type: none">• Project-related public procurement program (according to Art. 13 of GD 395/2016);• Contracting strategy;• Note on determining estimated value;• Participation announcement;• Awarding documentation (according to Art. 20 of GD 395/2016) containing:<ul style="list-style-type: none">a) data sheet for the procurement;b) task book;c) draft contract;d) forms and document templates.• For the framework agreement, the data sheet containing the minimum set of specific information (according to Art. 20, par. 8 of GD 395/2016);• Statement on own responsibility of the legal representative containing information regarding the identification of persons in decision-making positions with the contracting authority, as well as of those with power of representation of the provider of auxiliary services and of those involved in the procedure on behalf of the latter (according to Art. 21, par. 5 of GD 395/2016);• Nomination of the person responsible for completing the Integrity form according to Law 184/2016;• ANAP notification as to the acceptance or rejection of the awarding documentation (according to Art. 23, par. 6 of GD 395/2016);• If applicable, the requests for clarification and the answers to them (according to art. 92, par. 7 and art. 160 of Law 98/2016);• If applicable, the decision to exclude from the contract awarding procedure of one or several business operators (according to art. 164 of Law 98/2016);
Opening the tenders and the tender evaluation stage

- The minutes signed by the members of the evaluation commission and by the legal representatives/empowered persons of the business operators present in the tender opening meeting, if applicable (according to art. 64, par. 4 of GD 395/2016);
- The tenders, the requests for clarifications, the answers to clarifications and the minutes of the meetings of the evaluation commission, as soon as they can be disclosed to a third party outside the evaluation commission;
- If applicable, the decision to exclude from the contract awarding procedure of one or several business operators (according to art. 164 of Law 98/2016);
- The awarding procedure report and its annexes, if applicable (according to art. 216 of Law 98/2016);
- Proof of communicating the procedure result;
- If applicable, the appeals formulated by one or several business operators and the justified decision pronounced by the National Council for Solving Appeals;
- If case of changes to the national legislation allowing the INDEPENDENT MONITOR access to the documents submitted by the TENDERERS, to the meetings and to the documents issued by the evaluation commission, the CONTRACTING AUTHORITY commits through this MEMORANDUM to ensure the access of the INDEPENDENT MONITOR to all these documents and to the meetings of the evaluation commission, as soon as a legislative change allowing these actions comes into force, without requiring the amendment of this MEMORANDUM.

Completion of awarding procedure (contract awarding) stage

- If applicable, the decision to cancel the awarding procedure;
- The awarding announcement and proof that it was sent to be published;
- The public procurement contract/framework agreement together with its annexes (according to art. 147 of GD 395/2016) containing:
 - a) The task book, including the clarifications and/or the remedial measures;
 - b) The tender (technical and financial proposal);
 - c) Good performance guarantee, if applicable;
 - d) The firm commitment of support from a third party, if applicable;
 - e) Contracts with subcontractors, if applicable;
 - f) The partnership agreement, if applicable.

Contract implementation

- If applicable, the contracts concluded between both the contractor and subcontractors (according to art. 152 of GD 395/2016 and art. 220 of Law 98/2016);
- If applicable, the necessary documents to verify the absence of a situation of exclusion and of resources/capabilities of subcontractors (according to art. 155 of GD 395/2016);
- If applicable, the documents regarding new specialized personnel initially requested by the awarding documentation (according to art. 162 of GD 395/2016);
- If applicable, the content of the proposed addenda that shall change the public procurement contract, together with their justification from the contractor;

- All payment requests received by the contractor and the invoices it sent.

Contract completion

- The ascertaining document related to the fulfillment of the contractual obligations by the contractor before being published in SEAP (according to art. 1 and par. 166, par. 5 of GD 395/2016);
- If applicable, the ascertaining document related to the fulfillment of the contractual obligations requested by a subcontractor (according to art. 7 of GD 395/2016); 166, par.
- If applicable, the document by which the contracting authority unilaterally denounces the contract during its validity period (according to art. 223 of Law no. 98/2016).
- The public procurement file containing the documents listed in art. 148 of GD 395/2016.

ANNEX 2

Statement of acceptance of the INTEGRITY PACT

and undertaking of the contractual obligations deriving from therefrom

The undersigned, _____ (*name and surname*), authorized legal representative of _____ (*name and office/address of the tenderer*), as tenderer / associated tenderer / subcontractor / supporting third party, to the awarding procedure for the public procurement contract with the object..... on (day/month/year), organized by _____ (contracting authority),

I) I declare on my own responsibility that after analyzing the awarding documentation for this procedure, I accept the use of the Integration pact as part of it, as an instrument for preventing/diminishing integrity risks in public procurement, that I am aware of its clauses and that I commit to observe all clauses and obligations I have according to the Pact, as follows:

(1) I agree that _____ (*official name and office of the independent monitor*) participate with regards to the procedure as independent monitor and to monitor the procedure for awarding and executing the public procurement contract, if the submitted tender is declared as the winning tender. I declare that I have been informed about its identity and that until the time of this statement I have not become aware of any reason for which to contest its participation in this procedure as an independent monitor.

(2) I agree that the independent monitor _____ (*official name and office*) should have access, under confidentiality statement, to all documents related to the awarding procedure for the public procurement contract, except those contained in this tender and deemed confidential, as well as those resulting from its execution, as soon as they can be disclosed to a person outside the evaluation commission. In this case, I declare that I have not excessively made use of the right provided by art. 57 of Law no. 98/2016 to consider information in the tender as being confidential. Additionally, I declare that I understand that both the contracting authority and the independent monitor assumed a correlative obligation to observe the confidentiality of the data I considered as such.

(3) I commit to not offer bribe and to not participate in any other corruption offenses or in offenses that can be assimilated with them related to public procurement;

(4) I commit to not form any alliance with other tenderers and to not use privileged information to which they do not have access rights and which could affect the competition;

I commit to take all necessary measures in order to avoid conflicts of interest;

(5) I commit to observe and to take all necessary measures so that the provisions of the integrity pact be applied within the undersigned, _____ (name of the tenderer).

(6) If declared winner, I commit to not employ or conclude any other agreements on providing services, directly or indirectly, in order to fulfill the public procurement contract, with natural persons or with legal entities involved in the process of verifying/evaluating tenders submitted within an awarding procedure or employees/former employees of the contracting authority or of the provider of procurement services involved in the awarding procedure with which the contracting authority/the provider of procurement services involved in the awarding procedure ceased the contractual relationships subsequently to awarding the public procurement contract, over a time period of at least 12 months after the contract conclusion, under the sanction of dissolving or terminating the respective contract⁵.

I commit to present, during contracting, if available, a code of conduct for my employees stipulating that offering bribe or unethical behavior are not accepted or if the above mentioned document does not exist, to present during contracting a commitment on preparing or updating it, as applicable, within maximum 3 months, as well as the proof of adopting the necessary measures for implementation within 6 months after contracting

(7) I declare I took the necessary diligence measures so that during the time of planning the procurement none of the employees of the undersigned participate and I commit to also take the

⁵ L450L451The tenderer declared as winner with whom the contracting authority concluded the public procurement contract has no right to employ or to conclude any other agreements on providing services, directly or indirectly, in order to fulfill the public procurement contract, with natural persons or with legal entities that were involved in the process for verifying/evaluating the participation requests/tenders submitted within an awarding procedure or employees/former employees of the contracting authority or of the provider of procurement services involved in the awarding procedure with which the contracting authority/the provider of procurement services involved in the awarding procedure ceased the contractual relationships subsequently to public procurement contract awarding, over a time period of at least 12 months after contract conclusion, under the sanction of dissolving or terminating the respective contract.

Specific objective 2.2/HG583/2016 - Increasing the efficiency of the preventive anti-corruption measures by remedying gaps and legislative inconsistencies related to the ethics advisor, protection of the notifying party in public interest and the post-commitment interdictions (pantouflage)

necessary diligence measures in the future so that during tendering and during contract execution, all employees of the undersigned refrain from any action or inaction that may represent, according to the legal provisions in force:

- a) Disloyal competition offenses
- b) Corruption offenses
- c) Conflicts of interest
- d) Use of privileged information
- e) Illegal influence of the decision-making process of the contracting authority or obtaining confidential information that could offer them unjustified advantages within the procedure.⁶

(8) I declare that within this procedure I participate with the subcontractors declared in annex ____/ Statement _____ and I commit to communicate to the contracting authority the list of all subcontractors to be subsequently involved in the contract execution and following the request of the contracting authority, to communicate the list of the providers involved in the public procurement contract, in accordance with the provisions of art. 220 of Law no. 98/2016.

OR

I declare that within this procedure I do not participate with subcontractors and I commit to communicate to the contracting authority the list of all subcontractors to be subsequently involved in contract execution and following the request of the contracting authority, to communicate the list of the providers involved in the public procurement contract, in accordance with the provisions of art. 220 of Law no. 98/2016.

Business operator:

Legal representative:

Name:

Signature:

Date:

ANNEX 3

Proposal for the structure of the monitoring report

Executive summary

1. Introduction
 - 1.1. Presentation of the project
 - 1.2. Presentation of the integrity pact
 - 1.3. Presentation of the monitored project
 - 1.4. Stages of the procurement process covered during monitoring for the report
2. The monitoring results
 - 2.1. Legal and administrative compliance of the monitored procurement process and respective documents
 - 2.2. Transparency of procedures and access to the documents of the procurement process carried out
 - 2.3. Observance of rules and risks regarding the integrity of the monitored procurement process
 - 2.3.1. Observance of rules and/or risks regarding incompatibilities
 - 2.3.2. Observance of rules and/or risks regarding conflicts of interest
 - 2.3.3. The existence and functioning of mechanisms for managing integrity alerts
 - 2.3.4. The existence and monitoring of integrity and corruption risks management system within the Contracting Authority, applicable to the monitored procurement process
 - 2.3.5. The existence of other risks of integrity (e.g. situations of pantouflage, transparency of interests related to the project - publication of information about meetings between decision-makers and stakeholders, identification of risks of non-integrity of bidders / contractors such as non-competitive agreements, etc.)
 - 2.4. Involvement of stakeholders in the procurement process to ensure the relevance of the project
3. Significant risks identified (red flags)
4. Recommendations

ANNEX 4

Model checklist for monitoring the public procurement procedure and the public procurement contract within the Integrity Pact

Criteria in the checklist apply to the preparation of monitoring reports, depending on the stage of the procurement procedure or the execution of the public procurement contract.

Applying the checklist achieves the following:

- Verify compliance with legal provisions as the list includes criteria that relate to legal obligations
- Identify risks, as the list also includes the verification of certain situations not provided for by the law, but which must be monitored for an effective and efficient integrity risk management, in which case the recommendations of the independent monitor will include measures for the management of integrity risks generated

This list applies to public procurement and subsequently to contracts for public procurement of goods and services.

The public procurement plan and choosing a procedure

- Has the Annual Public Procurement Plan (PAAP) been published?
- Is the PAAP coherent with the project, does it include all the necessary acquisitions and exclude unnecessary acquisitions?
- Is the value of the acquisition reasonably estimated and convincingly supported with arguments based on price history and market research?
- Does the description of the acquisition (qualification criteria, technical specification, evaluation factors etc.) appear to be favoring a certain business operator, being exclusively adapted to its profile? There is no

apparent risk if there is sufficient reason for the decisions made by the contracting authority regarding the elements which appear to be favoring a business operator?

- Has an announcement of intent of acquisition been published? (the announcement is not mandatory, but it is recommended)
- Are there any indications about the artificial division of contracts and the mis-classification of procurement procedures?
- Are there indications of artificial / undue combination of acquisition to favor an business operator or to artificially increase the contracted value?
- Is the chosen procedure legal and appropriate for the acquisition?
- Does the chosen procedure entail unjustified exceptions regarding the timing of the procedure, its transparency and the publication of awarding documentation, direct negotiation with business operators?
- Are there noticeable irregularities regarding the PAAP plan (for example frequent amendments)?

Awarding documentation

- Is the qualification criteria for business operators adequate / in proportion to the value and the complexity of the acquisition?
- Are the guarantees of participation and good execution correctly estimated, in proportion to the value and complexity of the acquisition?
- Are the awarding documentation documents consistent: notice, data sheet, task book, annexes?
- Is the awarding documentation, the task book specifically, clear as to the object of the acquisition and the technical specifications?
- Are there unclear or vague elements in the technical specifications, which prevent business operators from accurately assessing the tasks and costs of the project?
- Are there certain tasks included in the technical specifications which are not necessary or have no connection with the products or services acquired?

- Is the clause on the liability of the business operator contractor for the deeds of his employees and his offenders included in the model procurement contract and his commitment to taking all measures to eliminate the risks of corruption? As such, business operators are co-interested in ensuring effective and efficient control of the subcontractors and registrars they work with, otherwise risking the incurring of civil and criminal liability.
- If appeals have been submitted regarding the awarding documentation, do these refer to the vulnerabilities of the awarding documentation previously notified by the independent monitor or by a third party (for example tenderers in the process of market research)?
- Can other non-conformities or vulnerabilities of the awarding documentation be observed that may lead to integrity risks?
- Is there a risk of integrity / corruption identified in the documentation and is there a proposal for managing the risk of corruption?

Publishing the awarding documentation

- Has the awarding documentation been correctly published in SEAP/SICAP?
- Was the awarding documentation submitted and published in the JOUE, if the acquisition value or the Romanian market conditions (small number of available business operators) require it?
- If necessary, have there been awarding documentation errata announcements published?
- If there have been errata announcements published, do these represent modifications to the awarding procedures which generate the type of risks that can be identified in the development of the procurement plan and the awarding documentation?
- If there are clarification requests regarding the awarding documentation, have the answers to the requests for clarification been published in due time in order for the business operators to prepare compliant and acceptable tenders?
- If there have been errata announcements published, do these modify provisions of the documentation and do not generate the type of risks that can be identified in the development of the procurement plan and the awarding documentation?

Evaluation criteria

- Is the choice of awarding criteria justified in relation to the legal provisions and good practices?
- Are the tender evaluation factors adapted to the nature and the complexity of the acquisition?
- Are the tender evaluation factors clear and can these be applied objectively by the members of the evaluation committee?
- Can other non-conformities or vulnerabilities of the awarding documentation be observed which may lead to integrity risks?

Tenders received

Criteria which can be applied from the moment of the publication of the list of participants

- What is the level of competition (number of tenders received) in relation to other similar acquisitions organized by the contracting authority participating in the integrity pact and by other contracting authorities?
- Is there any apparent conflict of interest among business operators to have submitted tenders?

Criteria that can apply after completing evaluations, including monitoring competition between tenderers

- A significant number of tenderers have submitted tenders which are non-compliant or inadmissible, leading to lower competition than at the moment of submitting tenders?
- Have all required clarifications been requested by the evaluation committee before the evaluation is completed?
- Have business operators who have submitted tenders received equal treatment regarding requesting clarifications and analyzing answers to clarifications?
- Can there be similarities or common elements between the tenders submitted indicating a public procurement rigging?
- The business operators who have submitted tenders find themselves in the situations stipulated in art. 167, alin(5)?

- Do the tenders include subcontractors, suppliers, service providers or joint experts? If yes, is there an equal treatment of tenderers by the supplier / the supplier does not artificially affect the competition between the tenderers?
- Do the tenders include suppliers, service providers or experts (who are not declared as subcontractors), raising suspicions of conflicts of interest with the contracting authority or between tenderers?
- Does it appear that one or more tenderers have employees or experts who have been employees of the contracting authority?
- Does it appear that one or more tenderers have subcontractors, suppliers or service providers who have among management and/or control bodies former employees of the contracting authority?
- Do the tenders feature preferred suppliers or service providers?
- Do the tenders feature prices unjustifiably low?
- Are there any other indications as to the existence of non-competitive agreements between the tenderers?

The evaluation commission

- Is there information or are there suspicions regarding situations of conflict of interests concerning members of the tender evaluation commission?
- Are there any information or suspicions regarding conflicts of interest concerning members of the tender evaluation commission in relation to suppliers, service providers or non-subcontractors of any of the tenderers?
- Is there an apparent 'inertia' in the membership of the tender evaluation commission? If it cannot be avoided (e.g. because of staff shortages), how is this risk addressed?
- The training and experience of the commission members allows them to make a fair evaluation of the tenders / to apply the evaluation factors professionally and objectively?
- During the evaluation of the tenders, do changes take place in the membership of the evaluation commission? Are these changes justified?

- Are there any other aspects of the evaluation commission or its members likely to present integrity risks?

The evaluation of tenders and the awarding of the contract

- Have the qualification and evaluation criteria been used exclusively, i.e. the evaluation factors mentioned in the evaluation documentation?
- Have the criteria and evaluation factors been met? For qualitative evaluation factors, is there a written justification for awarding the score?
- Was the tender evaluation period long enough to allow a rigorous examination of the tenders?
- Was the tender evaluation period sufficiently short to prevent the one or more tenderers from being unable to maintain their commitments?
- Have there been any tenders declared to be non-compliant or unacceptable without proper justification? Have there been any tenders declared to be non-compliant or unacceptable without requesting clarifications or after a superficial analysis of the clarifications received?
- Does it appear that the tender who obtained the highest score after the evaluation / which offered the lowest price (depending on the award criterion used) won a large number of contracts with the same contracting authority (relative to the number of contracts with a similar object awarded by the contracting authority in the last 5 years)?
- Is there an apparent rotation in the awarding of similar contracts by the contracting authority to a small number of tenderers ("pattern of rotation of winning bidders") can be observed after the evaluation has been completed?
- Are there any indications that a tenderer has influence in the evaluation process?
- Are there any other aspects of the evaluation process likely to present integrity risks?

Appeals to the tender evaluation

- If appeals have been submitted regarding the awarding documentation, do these refer to the risks of the awarding documentation previously notified by the independent monitor or by a third party (for example tenderers in the process of market research), such as unclear evaluation factors?
- Are there any other aspects of the appeals likely to present integrity risks?

Signing the contract

- Before signing the contract, has the contracting authority received all the documents from the tenderer to justify the statements made in the ESPD (DUAE)?
- Has there been an objective and accurate verification of the documents received for justification of the statements made in ESPD(DUAE)?
- Is there an unjustified delay between the end of the evaluation of tenders and the signing of the contract?
- Are there modifications to the contract as compared to the model presented in the awarding documentation?
- Are there statements in the contract which do not coincide with the technical specifications of the awarding procedure or with the tender?
- Are there any other aspects of the contract likely to generate integrity risks?

Public procurement contract implementation

- Do the quality, quantity and other features of the goods delivered / services provided correspond to the tender?
- Is there a system for monitoring the implementation of the contract?
- Are the payments made during the implementation of the contract, including payments made by subcontractors made public?

- Do the payments made comply with the contract? In the case of interim payments, are they proportionate to the stage of implementation of the contract and its characteristics in terms of the assumed financial turnover?
- Does there appear to be subsequent subcontracting (or a subcontractor change) leading to the contracting of one of the tenderers who did not win the contract by the contractor / contracted business operator?
- Does the supplier / supplier comply with the supply / delivery schedule? Has supply / delivery started on time?
- If there are delays, are these justified?
- If addenda has been signed, are these justified and determined by circumstances unforeseen at the time of awarding the contract?
- If there have been addenda signed, do these alter the execution conditions of the contract in so that another tenderer might have won the contract?
- Are there any other incidents of the implementation of the public procurement contract likely to present integrity risks?
- Is there a system in place at the level of the Contracting Authority for registering and managing notifications on how the public procurement project / contracts are being implemented, for example a petitions management procedure, allowing identification and response to situations that raise serious suspicions of corruption?

Handover at end of contract implementation

- Does the handover of goods / services comply with the law?
- Upon handover, are there any qualitative or quantitative discrepancies between what was supplied / provided and the technical specifications of the acquisition or tender?
- Are there any other incidents upon handover at the end of implementation of contract likely to generate integrity risks?

Subsequent use of the results of the public procurement contract

- Are the purchased goods used by the contracting authority or its beneficiaries, as the case may be? Are the results of the services acquired useful to the contracting authority or its beneficiaries, as the case may be?