



MINISTERO
DELL'INTERNO

FINCANTIERI

**NATIONAL FRAMEWORK TENDER PROTOCOL
BETWEEN
THE MINISTRY OF THE INTERIOR AND
FINCANTIERI S.P.A.
FOR THE PREVENTION OF INFILTRATION ATTEMPTS
BY ORGANIZED CRIME**

The Parties:

- **The Ministry of the Interior**

in the person of Minister Marco Minniti;

- **FINCANTIERI S.p.A.**, with registered office at Via Genova no. 1 in Trieste, fully paid-up share capital of € 862,980,725.70, taxpayer reference and Venezia Giulia Registry of Companies number 00397130584, in the person of President Giampiero Massolo.

WHEREAS

- FINCANTIERI S.p.A., through its own complex production model, which is structured in order to operate as an integrated system, identifies the procurement system as a key element of its competitiveness;
- FINCANTIERI S.p.A. will undersign agreements with primary Work Agencies capable of strengthening respect for fairness with regard to earnings, social security contributions and welfare, in order to provide contractors with instruments other than subcontracts;
- the entrepreneurial parties interested in a working relationship with the Company are largely "qualified" by the latter through an accreditation system that envisages, amongst other things, the acquisition of certain "information";
- it is a mutual interest of the Parties to further improve the aforementioned system of information flows in order to implement controls aimed at ensuring maximum transparency to the procurements, contracts and subcontracts system and verifying the existence of any co-interest of parties directly or indirectly connected to organized and/or small-scale crime, even with regard to the so called "*caporalato*" (illegal recruitment);
- experience, even at local level, has shown that Tender Protocols are deemed meaningful in terms of their ability to reveal information in advance of the checks, and thus preventing any attempts of interference from the mafia, as they strengthen the monitoring network and allow controls to be extended to supplies and performance of work and/or services which would otherwise be excluded from anti-mafia monitoring activities;

- it is in the interest of FINCANTIERI S.p.A. to ensure compliance with the law and to defend the market from mafia infiltration attempts and illicit interference and pressure from small-scale crime, through a more intense and constant co-operation aiming to oppose the attempts of criminal infiltration within a context of guaranteed and participated public security;
- the Banca Dati Nazionale Unica (BDNA) (Unique National Database) for antimafia documentation, as referred to in Article 96 et seq of Legislative Decree 159/2011, has been fully operational since 7 January 2016, therefore, in order to fill the BDNA, the Prefectures will issue any relevant antimafia documentation by using the aforementioned IT platform.

NOW, THEREFORE,

The Parties adopt the following National Framework Tender Protocol, of which the above recitals are an integral part, against infiltration by organized and/or small-scale crime.

**CHAPTER 1
GENERAL PROVISIONS**

Article 1

(Object, purposes, scope)

- 1.1. The object of this National Framework Tender Protocol is the creation and regulation of a public-private structured partnership regarding security and legality.
- 1.2. Through this protocol, the Ministry of the Interior and FINCANTIERI S.p.A. set the basis for a strengthened co-operation on a national scale, in order to prevent and reduce the risk of infiltration and interference by organized crime, and of those small-scale criminal events which, due to their nature or implementation procedures, reveal any connection with organized crime or types of widespread lawlessness, which are contiguous to organized crime itself. Such co-operation shall also involve subsidiaries of FINCANTIERI S.p.A. with registered office in Italy; any reference to FINCANTIERI S.p.A in this document within this context shall also, where applicable, be understood as referring to such subsidiaries.

- 1.3. The structured partnership applies to those corporate activities deemed to be sensitive as exposed to a high risk of mafia infiltration, as identified in Art. 1 of Annex "A", and the Parties may also extend its application to other corporate activities which are not included herein and to Work Agencies ("Sensitive Activities).

CHAPTER 2

PROVISIONS REGULATING THE PARTNERSHIP

Article 2

(Intervention level)

- 2.1. The partnership between the Parties is structured over two intervention levels:
- central level, between the Ministry of the Interior and FINCANTIERI S.p.A.;
 - local level, between FINCANTIERI S.p.A. and the Prefectures having jurisdiction over specific territories, based on the presence of FINCANTIERI S.p.A. Production Units, hereinafter referred to as the "Competent Prefectures".
- 2.2. The local level is regulated by this National Framework Tender Protocol, which FINCANTIERI S.p.A. and the Competent Prefectures comply with, and which supersedes all Protocols previously entered into at a local level.

Article 3

(Partnership consultations)

- 3.1. For the purposes of Article 1, a Protocol implementation monitoring centre, comprising two representatives of each party and other representatives of local branches of Fincantieri and the Competent Prefectures, who may be asked to participate from time to time, has been set up within the Ministry of the Interior.

Article 4

(Partnership co-operation)

- 4.1. In the furtherance of the purposes referred to in Art. 1, FINCANTIERI S.p.A. shall implement any suitable support activity that it may deem necessary or useful in fulfilling the scope, including the exchange of information in relation to entities deemed to be at risk of coercion.
- 4.2. The competent Prefectures shall organize boards of experts to discuss and resolve issues of common interest with FINCANTIERI S.p.A., and involve the Institutional Bodies concerned.

CHAPTER 3

**PROCEDURES FOR TRANSMITTING INFORMATION RELATING TO
ENTERPRISES AND CORPORATE ACTIVITIES DEEMED SENSITIVE TO THE
COMPETENT PREFECTURES**

Article 5

(Antimafia documentation held by the prefectures)

- 5.1. Before entering into agreements relating to corporate activities that are deemed sensitive, as they are exposed to a high risk of mafia infiltration pursuant to Article 1 of Annex "A", and before authorizing any subcontracts, FINCANTIERI S.p.A. undertakes to ask the Competent Prefectures for the antimafia documentation pursuant to Art. 84, Paragraph 3 of Legislative Decree 159/2011, with regard to the enterprises concerned, regardless of the location of their registered office. Without prejudice to the above, FINCANTIERI S.p.A. may ask for the antimafia documentation pursuant to Art. 84 of Legislative Decree 159/2011, if required, in accordance with the limits set by current legislation and with reference to the value of the base order, or even below such limits, for the supply and procurement contracts or for the subcontracting authorizations for other activities not included among those referred to in the aforementioned Art. 1 of Annex "A", in the event of critical issues detected by FINCANTIERI S.p.A. itself.

- 5.2. At any stage of the verification process, FINCANTIERI S.p.A. is entitled to inform the Competent Prefectures, through the Italian certified email system, of the names of those parties deemed to be at risk of coercion, who do not hold senior positions in the enterprises operating in the Production Units, but operate, with any duties or form of participation, in the contracting companies or their subcontractors.
- 5.3. Without prejudice to the provisions of Article 5.1 above, FINCANTIERI S.p.A., undertakes to transmit to the Competent Prefectures, the information included in the legally binding statements submitted by suppliers, contractors and subcontractors, as well as the elements indicated in Sub-Annex 1/A, in compliance with the templates attached to this Protocol.
- 5.4. During the discussions of the boards of experts referred to in Art. 4.2 above, FINCANTIERI S.p.A. and the Competent prefectures may agree to extend the antimafia documentation to other categories of corporate activities which are deemed to be at risk of mafia infiltration.
- 5.5. The undertaking to request the antimafia documentation in advance and to transmit the legally binding statements referred to in Article 5.1 and 5.3 above, shall not apply if the other party to the agreement is a FINCANTIERI Group company. If the other party to the agreement is a foreign entity without a permanent business establishment in Italy, the request for the antimafia documentation and the transmission of the legally binding statements shall be conditional upon the actual availability of the information necessary for fulfilling such requirements.

Article 6
(Agreements)

- 6.1. With reference to the agreements to be entered into following the entry into force of this Protocol and with express exclusion of orders issued thereafter on the basis of covenants and/or framework agreements already in force, FINCANTIERI S.p.A. undertakes to include the provisions of Sub-Annex 1/B in the procurement and tender agreements relating to the Sensitive Activities. The contracting enterprises shall, in turn, include said provisions in any agreements with subcontractors.

- 6.2. In the event of negotiations with other parties, mainly foreign ones, operating under monopoly or which services may not be replaced without significantly jeopardizing the production activities, or may not be replaced at all, which do not accept inclusion of the clauses pursuant to Sub-Annex 1/B, FINCANTIERI S.p.A. shall notify the local competent Prefectures for the purposes of activating any surveillance and control initiatives in order to ascertain any circumstantial element of the organized crime infiltration attempts. The Prefecture shall report the outcome of these activities to FINCANTIERI S.p.A. so that the latter may adopt relevant, suitable measures.
- 6.3. The undertakings referred to in this Article shall also apply should the other contracting party be a foreign entity, without a permanent business establishment in Italy, or a FINCANTIERI Group company.

Article 7

(Prevention and protection countermeasures to be taken by FINCANTIERI S.p.A.)

- 7.1. In order to protect its procurement, contract and subcontract system, FINCANTIERI S.p.A. undertakes to adopt the following prevention and protection measures against the risk of direct or indirect infiltration and interference by organized or small-scale crime:
- a) *“Antimafia Security Operation Plans” (Piani Operativi di Sicurezza Antimafia” or POSA)*: FINCANTIERI S.p.A. undertakes to ensure effective surveillance of the work sites in order to protect the plants through the use of suitable personnel and/or recourse to private security firms, the use of a suitable video surveillance system and automated labour selection systems (so-called impartial system), in order to carry out the inspection of individual workers pursuant to Law 300/1970, as amended by Legislative Decree 151/2015 implementing Law 183/2014, in full compliance with current legislation on privacy and working conditions.
- b) *“Business Intelligence” (BI)*: implementation of ongoing “business intelligence” services throughout the supply chain for the enterprises operating for FINCANTIERI (suppliers, contractors or subcontractors) in order to verify fulfilment of the technical, financial, asset-related and reputation-related requirements, both before and after the procurement and/or contract agreements have been awarded, and the outcome of the

activities has been transmitted to the Prefectures, if deemed relevant. The aforementioned services may also be extended to inspections relating to clandestine work and workplace safety.

c) Independent Antimafia Revisions (“Revisioni Antimafia Indipendenti” (RAI): implementation, throughout the supply chain of enterprises operating for FINCANTIERI, of independent revision checks, carried out by means of sample checks or following specific reports, on the efficiency, efficacy and effectiveness of the measures and operational procedures in force for contrasting the various criminal phenomena.

7.2. FINCANTIERI S.p.A. undertakes to disseminate the information and promote compliance with and the implementation of this National Framework Protocol within the enterprises that carry out Sensitive Activities.

Article 8 *(Prefecture Support)*

8.1. The Ministry shall endeavour to ensure that the competent Prefectures provide FINCANTIERI S.p.A. with maximum co-operations in terms of the advisory and operational support of local law enforcement structures in the implementation of this National Framework Protocol.

8.2. Following the antimafia documentation request, to be sent via the Italian Certified email system to the email address of the competent Prefecture, the latter shall implement the relevant inspections pursuant to Articles 84 and 89 bis of Legislative Decree 159/2011, in order to exclude any connections and/or joint interests of any kind of the enterprise with crime-related or mafia-related environments. On expiry of the time period referred to in Article 88, Paragraph 4 and Article 92, Paragraph 2 of the aforementioned Legislative Decree, or immediately, in all cases of urgency or, in any case, in all cases in which the aforementioned time period is incompatible or may, to some extent, jeopardize its production and/or operational requirements, FINCANTIERI S.p.A. may enter into procurement or contract agreements or authorize subcontracts, even in the absence of the

antimafia documentation, without prejudice to the application of the provisions of Paragraph 4 of this article.

- 8.3. The Prefectures shall collect the antimafia documentation by consulting the Unique National Database referred to in Article 96 et seq of Legislative Decree 159/2011 and subsequent amendments and integrations thereto.
- 8.4. Where, following the inspections, even after the supply or procurement contract have been entered into or subcontracts have been authorized, elements should arise regarding suppliers, contractors or subcontractors in relation to mafia or small-scale crime infiltration attempts, the competent Prefectures shall immediately and officially notify FINCANTIERI S.p.A. and the contracting enterprise, in the case of a subcontract, which may not enter into the agreement and, should the agreement already be in force, may avail themselves of the right to terminate the agreement according to the terms referred to in Article 9 below, without the excluded party having any right to claim reimbursement for damages from FINCANTIERI S.p.A., the contracting enterprise or the Prefecture.
- 8.5. Where following the inspections carried out by the competent Prefectures, even after the supply or procurement contract have been entered into or subcontracts have been authorized, elements should arise regarding the individuals referred to in Article 5.2, in relation to mafia or small-scale crime infiltration attempts, FINCANTIERI S.p.A. may, in the most serious cases, avail itself of the right to terminate the agreement according to the terms referred to in Art. 8.4 4 above or, in less serious cases, prohibit the individuals concerned from accessing all Group Production Units.
- 8.6. The Prefectures may promote checks and inspections of the work sites, thus involving the Labour Inspectorate, INPS (National Institute of Social Insurance), INAIL (National Institute for Insurance against Accidents at Work), and the competent ASLs (local health authorities). They may arrange specific work-site checks to be carried out by Law enforcement authorities using the instruments envisaged by current legislation.

Article 9

(Non-performance of the agreement – Termination)

- 9.1. Lack of compliance with the provisions of this Protocol on the part of the supplier or contractor, and the provisions of Sub-Annex 1/B in particular, shall result in

FINCANTIERI S.p.A. exercising its right to: stop negotiations, issue notification of non-performance of the agreement or terminate the agreement, should it already be in force.

- 9.2. Should the circumstances pursuant to Article 9.1 above arise, FINCANTIERI S.p.A. shall be entitled to schedule the conditions and the timeframe for interrupting its relationship with the other party to the agreement so as not to jeopardize the ongoing production phases and protect the job roles of the suppliers, contractors and/or subcontractors involved.

Article 10

(Duration, extensions, revisions)

- 10.1. The duration of this National Framework Protocol is fixed for three years as of the date it is entered into by the Parties. On expiry, the agreement shall be extended for three years unless formal notice of termination is issued by any one of the Parties via the Italian certified email system at least three months before the original or extended expiry date thereof,
- 10.2. The Parties may agree on any Protocol revisions that they may deem necessary or useful for fulfilling the purposes referred to in Article 1, at any time and in writing.
- 10.3. The competent Prefectures shall be promptly notified of any extension or revision.

Rome, 27 February 2017

PRESIDENT OF FINCANTIERI S.P.A.

Giampiero Massolo

MINISTER OF THE INTERIOR

Marco Minniti

ANNEX “A”

PROTECTION OF CONTRACTS, SUBCONTRACTS

Art. 1 - (*Activities at high risk of mafia infiltration*).

1. The following corporate activities are deemed to carry a high degree of risk of mafia infiltration, while also considering current legislation:

- a) transport of materials to landfills on behalf of third parties;
- a) transport, including cross-border transport, and disposal of waste on behalf of third parties;
- c) extraction, supply and transport of soil and inert materials;
- d) packaging, supply and transport of concrete and bitumen;
- e) rental of equipment without operator;
- f) supply of wrought iron;
- g) rental of equipment with operator;
- h) haulage on behalf of third parties;
- i) security guard services for work sites.

Procurement or contract agreements having one or more of the aforementioned corporate activities as their exclusive object are therefore relevant for the purposes of this Protocol, as are mixed procurement and/or contract agreements comprising, amongst other things, one or more of the aforementioned corporate activities, provided that they are main activities from a financial point of view.



SUB-ANNEX 1/A

Annex 1
COMMUNICATION

LEGALLY BINDING STATEMENT

(Presidential Decree No. 445/2000)

Pursuant to the "National Framework Protocol between the Ministry of the Interior and Fincantieri S.p.A., for the prevention of infiltration attempts by organized crime" dated 27/02/ 2017

I, the undersigned

born in

residing in

street

in my capacity as

of the Company

(in the event of a Temporary Association of Companies or a Consortium, please specify)

WITH REFERENCE TO THE TENDER _____

DECLARE

that anything reported in the **data table – communication (Annex 1/A)** required by the "National Framework Tender Protocol between the Ministry of the Interior and Fincantieri S.P.A. for the prevention of infiltration attempts by organized crime", entered into on 27/02/2017. is consistent with the content of the Chamber of Commerce search dated __/__/____

Date

/ /

STAMP AND SIGNATURE



DATA TABLE - COMMUNICATION

BID REF.: _____

ORDER REF.: _____

Pursuant to the "National Framework Protocol between the Ministry of the Interior and Fincantieri S.p.A., for the prevention of infiltration attempts by organized crime" dated 27/02/2017, **please fill out this form for all individuals appearing in the Chamber of Commerce Search.** Please provide details of Temporary Association of Companies (individual associated companies) and Consortia (individual company).

In the event of a change to the company structure following order assignment, this form must be updated and re-submitted (including the "in/out" field).

No.	Last name	First name	Date of birth	Place	Role or position	Entity	In/Out
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

Date

/ /

STAMP AND SIGNATURE

LEGALLY BINDING STATEMENT

(Presidential Decree No. 445/2000)

Pursuant to the "National Framework Protocol between the Ministry of the Interior and Fincantieri S.p.A., for the prevention of infiltration attempts by organized crime" dated 27/02/2017

I, the undersigned

born in

residing in

street

in my capacity as

of the Company

(in the event of a Temporary Association of Companies or a Consortium, please specify)

WITH REFERENCE TO THE TENDER _____

DECLARE

that anything reported in the **data table – information (Annex 2/A)** as required by the "National Framework Tender Protocol between the Ministry of the Interior and Fincantieri S.P.A. for the prevention of infiltration attempts by organized crime", entered into on 27/02/2017 is consistent with the content of the Chamber of Commerce search dated __/__/____

Date

/ /

STAMP AND SIGNATURE



DATA TABLE - INFORMATION

BID REF.: _____

ORDER REF.: _____

Pursuant to the "National Framework Protocol between the Ministry of the Interior and Fincantieri S.p.A., for the prevention of infiltration attempts by organized crime" dated 27/02/2017, **please fill out this form for all individuals appearing in the Chamber of Commerce Search and live-in family members.** Please provide details of Temporary Association of Companies (individual associated companies) and Consortia (individual company).

In the event of a change to the company structure following order assignment, this form must be updated and re-submitted (including the "in/out" field).

No.	Last name	First name	Date of birth	Place	Role, company position, live-in family member	Establishment	In/Out
1							
2							
3							
4							
5							
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16							
17							
18							
19							
20							

Date

/ /

STAMP AND SIGNATURE



Template 3 – Antimafia information

Legally binding statement for live-in family members

Legally binding statement
(Presidential Decree No. 445 of 28/12/2000)

I, the undersigned (first name and last name) _____
born in _____ province of _____ on _____, residing in _____
street _____ No. _____
in my capacity as _____
of the company _____

aware of the penalties in the event of false statements and of the consequent loss of any benefits received (pursuant to Articles 75 and 76 of Presidential Decree No. 445/2000), under my own responsibility

DECLARE

pursuant to Article 83, Paragraph 3 of Legislative Decree 159/2011, that the following adults are live-in family members

I, the undersigned, also declare that I am aware that the personal information collected shall be processed with and without the use of electronic tools, exclusively within the scope of the procedure for which this statement is made, pursuant to Legislative Decree No. 196/2003 (Italian personal data protection code)

date

legible signature of the person making the statement

Please Note: Signature authentication is not required for this statement. This statement replaces, for all intents and purposes, the ordinary declarations requested by or intended for a public administration, entities engaged in public services or private entities that agree to accept it. The Administration reserves the right to carry out checks, including sample checks on the veracity of the statements (Art. 71, Paragraph 1, of Presidential Decree 445/2000). Citizens making false statements **will be reported to the judicial authority.**

SUB-ANNEX 1/B

TERMS OF THE AGREEMENT

TENDER PROTOCOL

1) Pursuant to the provisions of the "NATIONAL FRAMEWORK PROTOCOL BETWEEN THE MINISTRY OF THE INTERIOR AND FINCANTIERI S.P.A., FOR THE PREVENTION OF INFILTRATION ATTEMPTS BY ORGANIZED CRIME" entered into on 27 February 2017, you undertake to:

- a) promptly report to the law enforcement authorities any attempt at extortion, offer of protection, intimidation or coercion of a criminal nature, in whatever form (including, but not limited to: requests for bribes, pressure to steer the employment of personnel or the award of subcontracts to specific companies, cases of illicit recruitment (known as “*caporalato*”), damage, theft of personal property or site property) against you or your family members or your trustees and/or representatives within the Production Units, or any members of the company structure or their family members;
- b) highlight the reports submitted pursuant to paragraph a) above to the competent Prefecture and ensure the necessary assistance is provided to the investigative bodies;
- c) comply with all the legal, regulatory and contractual provisions on workplace health and safety (Legislative Decree No. 81/2008 and subsequent amendments and integrations thereto), and fulfil any contractual, insurance, tax and social security obligations in respect of workers;
- d) not to use personnel who have been convicted by judgements which have the force of *res judicata*, or judgements that impose the sentence pursuant to Article 444 of the Italian Code of Criminal Procedure for criminal conspiracy, including mafia-style conspiracy (e.g. Articles 416 and 416 bis), corruption, fraud, money laundering, usury, handling stolen goods, use of the proceeds of crime;
- e) not pay monetary amounts to anyone, for any reason, in order to illicitly facilitate the performance or management of this order with respect to the obligations undertaken and/or to reduce the cost thereof, or take any action with a view to achieving these ends.

By accepting this order, you also represent and warrant that there has been no mediation or other third party activity in the performance of the tender itself, that you have neither paid, nor have to pay anyone, directly or through other individuals, any amounts and/or other consideration for intermediation or similar activities that aim to facilitate the performance of the order.

2) In the event of breach of the undertakings pursuant to a), b), c), and d) above, or if the statements and guarantees pursuant to c) of point 1) above should prove to be false, missing or incomplete, FINCANTIERI shall have the right to legally terminate the order without incurring further charges, without prejudice to compensation for any losses that FINCANTIERI may have suffered.

In order to exercise its right to legally terminate the order, FINCANTIERI shall issue notification of its intention to avail itself of the grounds for resolution by means of registered letter with acknowledgment of receipt or through the Italian certified email system. Order termination shall be effective from the date the communication is received.

3) Should elements arise, either before or after the Prefecture's inspections, from which the existence of mafia infiltration attempts in your company or in any companies in any way involved in the obligations arising from the agreement can be assumed or in the event of false, missing or incomplete notification of the data or of changes relating to your company for whatever reason, FINCANTIERI is entitled to legally terminate this order by the methods and within the timeframes pursuant to point 2) above, without prejudice to compensation for any losses that FINCANTIERI may have suffered. FINCANTIERI may avail itself of a similar right to termination should you not exercise the right to terminate in respect of any of your subcontractors (or associated companies or consortium companies), upon the occurrence of any of the conditions referred to in this TENDER PROTOCOL article.

4) If the right to terminate envisaged by point 3) above is exercised, FINCANTIERI S.P.A. shall apply without prejudice to any claim for greater damages, a penalty by way of settlement of the loss incurred equal to 5% of the value of this order, up to a maximum of € 50,000.00 (fifty thousand euros).

5) Without prejudice to the above, failure to comply with the provisions of this TENDER PROTOCOL article, shall entitle FINCANTIERI to: suspend any ongoing negotiations or notify you that the contractual agreement has not been concluded.

It is in any case understood that, should FINCANTIERI exercise its right to terminate the agreement, suspend negotiations or notify you that the contractual agreement has not been concluded, or should you do the same in respect of your subcontractors, you and/or your subcontractors shall not have any right in respect of and may not take any action against FINCANTIERI or the Prefecture; you therefore, on your own behalf and that of your subcontractors, hereby expressly waive the right to any claim for compensation and to any further consideration, indemnity, reimbursement of expenses or loss of earnings.

6) By entering into this order you undertake to add the provisions pursuant to in this TENDER PROTOCOL article to the agreements entered into with any subcontractors and ensure compliance therewith.