Docusign Envelope ID: 6D7E5F31-5B1B-4BFF-955F-A7C43F6AB351

CONTRACTUAL CONDITIONS

CUP I83C22001650005

1. **GOVERNING RULES AND REGULATIONS:**

Execution of this Contract shall be governed by:

- Legislative Decree No. 36 of 31 March 2023 Public Contracts Code in implementation of article 1 of Law No. 78 of 21 June 2022, delegating the Government in the field of public contracts (G.U. [Official Gazette] no. 77 of 31 March 2023 - S.O. no. 12);
- Legislative Decree No. 209 of 31.12.2024 'Supplementary and corrective provisions to the Public Contracts Code, pursuant to Legislative Decree no. 36 of 31 March 2023";
- Law No. 3 of 16 January 2003, concerning 'Ordinances in the field of public administration' and, in particular, Article 11(2-bis), pursuant to which 'Administrative acts, including those of a regulatory nature, adopted by the Administrations referred to in Article 1(2) of Legislative Decree No. 165 of 30 March 2001, which provide for public financing or authorise the execution of public investment projects, are null and void in the absence of the corresponding codes referred to in paragraph 1, which constitute an essential element of the act';
- CIPE Resolution No. 63 of 26 November 2020 introducing the implementing regulations of the CUP reform;)

2. **BID VALIDITY:**

The bid must be valid for no less than 180 days.

3. **DEFINITIVE GUARANTEE**

Pursuant to Article 53(4) of Legislative Decree No. 36/2023, the definitive guarantee is not required for the following reasons **the Company has established a reliable track record and is trusted for their quality of service and products.**

4. **DURATION:**

The contract will run for ***6 months*** from the date of its stipulation.

5. **PAYMENT:**

INFN will pay the net contractual amount to the company as further defined in the Capitolato. The fee is quoted exclusive of any UK VAT, and any Italian taxes, duties, fees, levies and other impositions such as withholding, VAT and similar taxes. In the event that any such items apply to the company, its employees or agents, the fee shall be increased to take into account such items and INFN undertakes to pay such increased fee." The payment shall be deemed to include all charges, obligations and profits and in any case suitable for the proper performance of the services covered by the contract.
In accordance to current VAT law, in our assessment, our services under this proposal fall outside the scope of UK VAT. Therefore our fee invoices will be issued with nil UK VAT.

6. **CHANGES TO THE CONTRACT DURING EXECUTION:**

Pursuant to Article 120, paragraphs 1 and 3 of Legislative Decree no. 36/2023 as amended by Legislative Decree no. 209/2024, INFN may admit variations to the contract, either upwards or downwards; in the event that the variation is up to a maximum of one fifth of the contractual payment, pursuant to paragraph 9 of Art. 120 of Legislative Decree No. 36/2023, the Company may not assert the right to terminate the contract and undertakes to perform, through the RUP/DEC/DL (Project Manager/Contract Execution Manager/Works' Manager) submitting the suitably justified changes requested, the services under the same conditions as the main contract. Beyond this limit, the company is entitled to terminate the contract.

7. **EXTENSION OPTION:**

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Pursuant to Article 120(10) of Legislative Decree No. 36/2023, INFN reserves the right to exercise the option to extend the contract for a maximum duration of 3 months at the prices, terms and conditions set out in the contract. The estimated amount of this option is € 60.000, net of VAT.
The exercise of this right shall be communicated to the company at least 1 months before the end of the contract.
In exceptional cases, the ongoing contract may be extended for the time strictly necessary for the conclusion of the procedure to find a new contractor if the conditions set out in Art. 120(11) of the Code are met. In this case, the company shall be obliged to perform the services covered by the contract at the same prices, terms and conditions as envisaged in the contract.

8. TERMS, METHOD AND PLACE OF EXECUTION:

The execution must be performed according to the better schedule provided in the operator's technical offer.

9. SUBCONTRACT:

The Company may only subcontract the contractual services with the authorisation of INFN, and in accordance with Article 119 of Legislative Decree No. 36/2023, if it has declared this in its estimate.
If the parts to be subcontracted are not specified, subcontracting is prohibited.
The entire performance of the services subject of the contract as well as the prevailing performance thereof may not be subcontracted.
The subcontracting contract shall be filed at least 20 (twenty) days before the effective date of commencement of the performance of the activity subject of the service together with the declarations of the subcontractor certifying the possession of the qualification requirements prescribed by Legislative Decree No. 36/2023 in relation to the subcontracted service and the absence of the reasons for exclusion referred to in Articles 94, 95 and 98 of Legislative Decree No. 36/2023.
Payments to subcontractors shall be made by the company, which must send a copy of the invoices paid to the INFN Section of Roma within 20 (twenty) days from the date of each payment.
The successful tenderer and the subcontractor are jointly and severally liable vis-à-vis the Contracting Authority for the performance of the services covered by the subcontract.
Subcontractors will also have to comply with their obligations under the PNRR regulations, as set out in the bid request.
For anything not expressly envisaged, see Article 119 of Legislative Decree No. 36/2023 as updated by Legislative Decree No 209/2024.

10. PROHIBITION OF CONTRACT TRANSFER:

The company is prohibited from transferring the Contract in any form whatsoever, under penalty of invalidation of the transfer.

11. COMPANY'S OBLIGATIONS:

The Company undertakes to perform the services covered by the contract, as described in detail in the documentation of the award procedure, according to the methods and times set out therein, employing all the facilities and personnel necessary for their completion, as set out in the Technical Specifications and in the other documents relating to this award.
The company undertakes to comply with all obligations arising from laws and regulations concerning remuneration, social security and assistance, as applicable in the jurisdiction where the Company is incorporated.
The Company also undertakes to comply with occupational safety regulations pursuant to occupational safety regulations in the jurisdiction where the Company is incorporated.
The Company undertakes, insofar as compatible, to ensure that its employees and collaborators observe the Code of Conduct on anti-corruption for INFN staff, published in the "Transparent Administration" section of the INFN institutional site. In the event of a serious breach of the provisions contained herein, INFN reserves the right to terminate the contract.

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The Company undertakes to comply with the provisions set forth in Article 53 (16-ter) of Legislative Decree no. 165/2001, as amended and supplemented, concerning the conferral of appointments or employment contracts to former INFN employees, under penalty of the obligation to return any unlawfully received and ascertained remuneration during execution of the procurement.

The company undertakes to comply with the labour law applicable in the jurisdiction where the Company is incorporated .

The company will use reasonable skill, care and diligence in the performance of the services and will be liable only to the extent that it has breached this obligation. The company has an obligation of means and not of result meaning that the company is not under any obligation of fitness for purpose. Notwithstanding the applicability of art. 2236 of the civil code, the company's liability shall be limited to such proportion of the Client's losses as is fair and reasonable having regard to the extent of the Company's responsibility for the same.

Without prejudice to the provisions of art. 1229 of the Italian Civil Code, the company's total liability to all parties under or in connection with this contract, whether of a contractual or extra-contractual nature (including tort, negligence, breach of statutory duty or otherwise), and including legal costs and interests shall not exceed EUR 250,000 in the aggregate.

The company will commit to maintain a commensurate amount of professional indemnity insurance.

12. <u>ENERGY AND ENVIRONMENTAL SUSTAINABILITY:</u>

Pursuant to Article 57(2) of Legislative Decree No. 36/2023, the Company undertakes to perform the services covered by the tender in compliance with the minimum environmental criteria adopted by the Ministry of the Environment within the framework of the Action Plan for the environmental sustainability of consumption in the public administration sector.

13. <u>CERTIFICATE OF SATISFACTORY EXECUTION:</u>

In accordance with the provisions of Article 50(7) of Legislative Decree No. 36/2023 and Article 38 of Annex II.14, the Sole Project Manager shall check the proper execution of all the services rendered with respect to what was agreed upon and with the criteria established *(if specified)* in the Technical Specifications.

The Sole Project Manager shall issue the certificate of regular execution no later than 1 months from the date of completion of the services covered by the contract.

14. <u>INVOICING AND PAYMENTS:</u>

Invoices, to be issued in electronic format, must be transmitted via the Revenue Agency's Interchange system using the Unique Identifier: 92AW8D.

- Pursuant to Law No. 136/2010 as amended, the company undertakes, to guarantee the traceability of financial flows relating to this contract (CUP no. I83C22001650005) under penalty of termination of the contract.

Payment will be subject to the ex officio verification of the regularity of the Company's contributions and to the checks provided for in Article 48 bis of Presidential Decree No. 602/1973, as amended and supplemented, by the Section of Rome of the INFN.

Payment will be made within 30 (thirty) days of the adoption of each S.A.L. (state of progress of the supply/services). The company will be authorised in writing by the Sole Project Manager to issue an invoice in electronic format.

The final payment (of the last instalment) or the one-off payment (typically for the supply of goods) will be made following the certificate of regular execution provided for in Article 14 of these contractual conditions.

Payment shall be made by bank transfer to a dedicated current account of which the Company undertakes to ensure traceability pursuant to Law no. 136/2010 as amended.

The payment will also be subject to the verification of the regularity of the company's contributions and taxes. The split payment mechanism is applicable pursuant to Article 17-*ter* of Presidential Decree 622/1972 (Art. 1 Decree-Law No. 50/2017).

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The company undertakes to promptly notify INFN of any changes in bank details, exonerating INFN, in the absence of such notification, from any liability for payments made, even if such changes are published in accordance with the law.
The company may suspend performance of its services if payments by INFN are not made within 30 days from the date of issue of the invoice, with 7 days advance notice to INFN and without prejudice to the obligations and remedies provided for by law. The company shall have no liability for delay or damage caused by such suspension.

15. PRICE REVIEW:

In accordance with Art. 60 and Annex II.2 bis of Legislative Decree No. 36/2023 as amended, starting from the second contractual year the prices shall be revised upwards or downwards to an extent not exceeding the difference between the ISTAT index of consumer prices available at the time of the survey and the corresponding value in the month of the award decision.

Price revisions are recognised if particular conditions of an objective nature led to upward or downward variations of more than 5% of the total amount, operating to the extent of 80% of the value exceeding the 5% variation applied to the services to be performed.

Price reviews may only be requested once per annum.
The Sole Project Manager will monitor the development of the indices referred to in Article 60 of the Code with a frequency not exceeding the frequency of updating the revision indices referred to above, in order to assess whether the conditions for the activation of the price revision clauses exist.

16. PENALTIES:

In the event of non-fulfilment or inexact or delayed fulfilment of the contractual obligations, a penalty of 0.3 ‰ of the contractual amount shall be applied for each day of delay with a maximum of 10%, according to the criteria detailed in the Tender Specifications.
The fixing of penalties does not preclude any further damages or termination of the contract if the amount of the penalties reaches the amount of the final guarantee.

17. TERMINATION FOR NON-PERFORMANCE AND WITHDRAWAL:

In the event of non-performance of the contractual obligations, INFN reserves the right to terminate the contract pursuant to and in accordance with art. 1456 of the Civil Code by written notice to be sent by registered letter with return receipt, or by other unilateral means of transmission having effective force upon receipt, with 20 (twenty) days' notice.
INFN's rights to compensation for any further damages and to the forfeiture of the surety guarantee shall in any event remain unaffected.
INFN also reserves the right to terminate the contract without time limit if any of the conditions set forth in Article 122 of Legislative Decree No. 36/2023 occur.
In all cases of termination of the contract, the company shall only be entitled to payment for services properly performed. In the cases of termination provided for in subsections 1(c) and (d)(2), (3) and (4) the provisions of Art. 122(6) of Legislative Decree No. 36/2023 shall apply.
Pursuant to Article 123(1) of Legislative Decree No. 36/2023, INFN also reserves the right to unilaterally withdraw from the contract at any time by means of a formal notice to the company and with at least 20 (twenty) days' notice.
In the event of withdrawal, the company shall be entitled to payment for the services performed as well as for the value of the useful materials in stock in the case of services and supplies, plus one-tenth of the amount of the services or supplies not performed, calculated in accordance with Appendix II.14 of the Code.

18. COPYRIGHT:

Copyright and all intellectual property rights arising out of our services shall vest in the company. Subject to payment of all fees properly due the company shall grant the Client a royalty free, non-exclusive licence to use such intellectual property in the deliverables the company provides for

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the sole purpose of completing the project. The company shall not be liable for the use by any person of any deliverable for any purpose other than that for which it was provided and/or in the event of design variations and additions subsequent to the execution of the contract that have not been previously authorized by the company. The Client hereby grants the company permission to use the deliverables of the project for conferences, publications, references in its own publications and/or track records and other similar purposes. The company's prior written consent is required in each instance for use of the company's name or logo in any publication or media communication. The company shall be entitled to retain and use any data or information acquired during the course of it's services (excluding personal data as defined under applicable data privacy legislation) for the provision of the services, and for modifying or improving the services it provide to its clients.

19. EXECUTION OF THE CONTRACT:

The role of Sole Project Manager is entrusted to Dr . Paola PUPPO , an INFN employee at the INFN Section of Roma.

20. CORPORATE COMPOSITION:

The company undertakes to notify INFN of any changes in the company composition of more than 2% (two per cent) with respect to what was communicated at the time the bid was submitted, pursuant to and for the purposes of the provisions of Prime Ministerial Decree no. 187/1991. Failure to comply with this obligation shall result in the automatic termination of the procurement contract, subject to compensation for any damages suffered by INFN.

21. CONTRACTUAL EXPENSES:

The Contract is concluded pursuant to Article 18 of Legislative Decree No. 36/2023.
Pursuant to Article 18(10) of Legislative Decree no. 36/2023, the company shall pay the one-off stamp duty when the contract is signed and in proportion to its value, according to the amounts indicated in Annex I.4 of the Code, by online procedure, using Form 'F24 with identifying elements' (F24 ELIDE), or virtually, pursuant to Article 15 of Presidential Decree no. 642/72 Revenue Agency Authorisation no. n. 37 of 28.06.2023.

22. JURISDICTION:

For any disputes between the Parties concerning the procurement contract, the Court of Rome shall have exclusive jurisdiction.

23. PROCESSING OF PERSONAL DATA:

Personal data shall be collected and processed in accordance with EU Regulation 2016/679 and Legislative Decree No. 196/2003 as amended and supplemented exclusively for the purposes of this procedure and as indicated in the information notice available at https://www.ac.infn.it/informative_privacy.html.
The COMPANY declares that it has been informed about the processing of the data collected in execution of this document and that it has informed and acquired, if necessary, the relevant consent from the data subjects whose personal data are provided within the scope and for the purposes of this document.
In the performance of this document, the COMPANY and its staff, as authorised to process personal data, undertake to comply with the provisions of EU Regulation No. 2016/679 and Legislative Decree No. 196/03, as amended and supplemented, and to process only data that is functional, necessary and pertinent to the performance of this document in a lawful and fair manner, within the limits of the object and purpose described for the same.
The COMPANY must guarantee that the personal data being processed will be handled within the EU and that no transfer of the data to a third country will take place except under the conditions laid down in the Regulation.

30. CONFIDENTIALITY

The company shall be obliged to keep confidential the data and information, including those passing

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through the data processing equipment, of which it comes into possession or, in any case, has knowledge, not to disclose them in any way or form whatsoever, and not to use them for any purpose other than what is strictly necessary for the execution of this contract. In particular, it should be noted that all confidentiality obligations will be respected even in the event of termination of the current relationship with INFN and in any case for five years following the termination of the contractual relationship. The obligation referred to in the preceding paragraph shall also apply to all material originating in or prepared in executing this contract. The obligation of confidentiality does not apply to data that are or become public knowledge. The company shall be responsible for proper observance by its own employees, consultants and resources, as well as by its subcontractors, if any, and their employees, consultants and resources, of the aforementioned secrecy obligations. In the event of non-compliance with the obligations of confidentiality, INFN shall have the right to declare this contract legally terminated, it being understood that the company shall be obliged to indemnify all damages that the Authority may suffer. The company may quote the essential terms of this contract, in cases where this is a necessary condition for the company's participation in tenders and contracts, subject to prior notice from INFN.

The Single Project Manager

Anthony Lovell

Firmato digitalmente da: Paola Puppo
Data: 08/04/2025 12:24:19