Azienda Socio-Sanitaria Territoriale (ASST) di Pavia
Sede Legale: Viale Repubblica, 34 - 27100 PAVIA
Codice Fiscale/Partita I.V.A. n. 02613080189
sito internet: www.asst-pavia.it

FRAMEWORK AGREEMENT TEMPLATE

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FRAMEWORK AGREEMENT TEMPLATE FOR AWARDING A PRE-COMMERCIAL PROCUREMENT TENDER FOR R&D SERVIES ENABLING THE CREATION OF A "NON-INVASIVE AND INNOVATIVE SOLUTION FOR THE ASSESSMENT OF CORONARY ATHEROSCLEROTIC PLAQUE FRAGILITY"

BETWEEN

Azienda Socio-Sanitaria Territoriale (ASST) di Pavia, (hereinafter: "ASST"), legal address in (city), (address)_____and domiciled for the purpose of this agreement in (city), (address), Postal Code Tax Identification Number and VAT No. _____, in person of the authorized representative, Mr. _____, with powers conferred by_____ (hereinafter named for the sake of brevity just "ASST")

AND

_____, legal address in *(city)*, *(address)*, share capital *Euro* _____(_____) , registered in the company register of (*country, city*) at the n._____ Tax Identification Number _____, VAT number_____, domiciled for the purpose of this agreement in *(city)*, *(address)*, represented by the *(Attorney, CEO, President etc.)* and legal representative Mr./Mrs._____, (if any), with powers conferred by_____ (hereinafter "*Supplier*")

OR

_____, legal address in (city), (address), registered in the company register of (country, city) at the n._____ Tax Identification Number _____, VAT number_____, domiciled for the purpose of this agreement in (city), (address), represented by the (Attorney, CEO, President etc.) and legal representative Mr./Mrs._____, as agent of the temporary grouping of companies constituted by, besides itself, the mandator _____, legal address in (city), (address), registered in the company register of (country, city) at the n._____ VAT number_____, domiciled for the purpose of this agreement in (city), (address), and the mandator _____, legal address in (city), (address), registered in the company register of (country, city) at the n._____ VAT number_____, domiciled for the purpose of this agreement in (city), (address), with powers conferred by a special collective mandate authenitcated by notary_____ (hereinafter "Supplier")

ASST and the Supplier together will be identified as "Parties" or, individually, as "Party".

GIVEN THAT:

a) Lombardy Region (hereinafter "RL"), through a public invitation (DDUO 5704/2017) addressed to the ASST, public and private IRCCS and private nursing houses, launched a survey aimed at collecting their innovation needs. The survey was followed by market consultations and a prior art patents analysis;
b) The Evaluation Committee *that has assessed the demands received following the public invitation aimed at analyzing the innovation needs in the healthcare industry*, as of letter b, after having verified the absence of solutions eligible for satisfying the public innovation need, as recorded in the memorandum dated 15th November 2017, gave a favorable opinion regarding the existence of technical pre-requirements necessary for launching a pre-commercial procurement procedure for R&D services, as of art.158 paragraph 2 of the D.Lgs. 50/2016;
c) Following the completion of the above-mentioned activities, through the enactment of DGR X/7639, Lombardy Region approved the following technological innovation needs, selected through the process defined by DGR n. 6582/2017:
d) In accordance with the agreement signed on _____ between RL and ASST, as of art. 15 L. 241/90 and any subsequent amendments and additions, ASST operates as the Contracting Authority for the completion of the pre-commercial procurement procedure regarding the R&D services aimed at creating a "Safe bronchial aspiration system", hereinafter "Innovative Solution". The tender regarding the just-mentioned procedure has been launched through a tender notice published on the OJEU on the _____ and on the GURI on the_____;
e) The above-mentioned procedure, in accordance with the just-above-presented *lex specialis*, is divided into three Phases: 1) Solution elaboration, 2) Prototype development and validation, 3) Experimentation;
f) The *Supplier* is the tender bid winner of the procedure's PHASE 1 (one) and, consequently, it has expressed the willingness to commit to the supply of the object of this Framework Agreement in accordance with the conditions, the manners and the deadlines below defined;
g) The *Supplier* declares that what stated in this Framework Agreement, in the Call for Tender, in the Tender Specification and in their annexes, defines completely and adequately what will be supplied. In any case, the *Supplier* declares to have acquired all the elements required for suitably assessing, both technically and economically, the activities that will be performed and for formulating the bid;
h) The *Supplier* has submitted the documents required for signing this Framework Agreement. Even if the documents are not materially attached to this document, they are an integral and fundamental part of

it, including the definitive security deposit.

The premises constitute an integral part of this Agreement.

Now therefore, between the Parties as above represented and domiciled
IT IS AGREED AS FOLLOWS

Article 1- Terms and conditions

1. The execution of the services described in this Framework Agreement is ruled: *(i)* by the clauses of this deed, by its Annexes, which represent all the agreements signed between the *Parties* for what concerns the contractual activities and performances, including the above-listed premises, the deeds mentioned in the premises and in the remaining part of this document which, although not materially attached, are an integral part of the Framework Agreement; *(ii)* by the provisions in terms of *Public Administration's* Accounting; *(iii)* by the provisions of the tender's *lex specialis* where applicable; *(iv)* by the Italian Civil Code and by other private law provisions.
2. The Framework Agreement's clauses are automatically replaced, edited or repealed by cogent provisions contained in laws or rules currently or eventually in force.
3. In case of public authorities' provisions which cannot be included in the Framework Agreement and which are partially or totally incompatible with the Framework Agreement, ASST together with the *Supplier* could agree on appropriate formulations based on a fair mitigation of each other's interests and in compliance with the awarding criteria of the tender.

Article 2- Definitions

For the purposes of this Framework Agreement, the following definitions hold:

a) *Framework Agreement*: this Framework Agreement including all its annexes, even if not materially attached;

b) *Phase Executing Contract* or also *Executing Contract*: a specific agreement between the suppliers and the Contracting Authority, which must be stipulated following the PHASE 1 award, or following the PHASE 2 and PHASE 3 awards, which rule the development of each phase (please refer to the PHASE 1 Executing Contract attached to this Framework Agreement);

c) *Calendar days* or *days*: the weekdays, included Saturday, Sunday and national and local holidays:

d) *Contract amount* or *Compensation*: the awarding amount for each procedure's PHASE;

e) *PHASE 1:* the phase regarding the design of the Innovative Solution

f) *PHASE 2*: the phase during which the of the Innovative Solution designed during PHASE 1 is developed and validated;

g) *PHASE 3*: the experimentation phase of the prototype developed during PHASE2;

h) *Innovative Solution:* the expected output of the pre-commercial procurement procedure for R&D services enabling the creation of a *"Safe bronchial aspiration system";*

i) *Project*: the R&D activities aimed at creating the *"Innovative Solution";*

j) *Deliverables*: the documents that the winning bidders of each PHASE have to present in order to certify its correct executions.

Article 3- Information regarding the procedure

1. The *Supplier* irrevocably commits ASST to execute the R&D activities aimed at creating the "Innovative Solution". The activities must be compliant with what specified in the following paragraphs and within the *Compensation*'s limits also in accordance with what specified in the tender documentation.
2. In accordance with what stated by the Executing Contract, the *Supplier* will be invited to submit an bid for PHASE 2, following the signature of this Framework Agreement, after positive verification of PHASE 1 deliverables.
3. The evaluating committee, appointed by the Contracting Authority once the deadline for the tender submission has elapsed, will assess the tenders submitted for PHASE 2.
4. ASST, following the assessment of the bids regarding PHASE 2 will award the winning bid and sign a further agreement with the *Supplier*. The agreement will rule PHASE 2 (PHASE 2 Executing contract).
5. The *Supplier*, successful bidder of PHASE 2, will be invited to submit a bid for PHASE 3, after positive verification of PHASE 2 deliverables.
6. The evaluating committee, appointed by the Contracting Authority once the deadline for the tender submission has elapsed, will assess the tenders submitted for PHASE 3.
7. ASST, following the assessment of the bids regarding PHASE 3 will award the winning bid and sign a further agreement with the *Supplier*. The agreement will rule PHASE 3 (PHASE 3 Executing contract).
8. At the end of PHASE 3, following the positive evaluation of the deliverables, in case an Innovative Solution, which could be commercially exploited, through patents or other protection forms of industrial

and/or copyright rights, has been developed, an Agreement for managing the Intellectual Property Rights (IPR) will be concluded with the *Supplier*.

9. All the bidders taking part to the tender have to comply with the rules established for all the Phases of the procedure. The bids regarding the different Phases of the procedure will be analyzed and assessed in accordance with the criteria specified in the Tender Specification.
10. The Framework Agreement will be effective also for PHASE 2 and 3 only after the subscription of the Executing Contract, by the Contracting Authority to the *Supplier*. In case of conflict between the Framework Agreement and a Executing Contract, the Framework Agreement will prevail.
11. Subject to the terms and conditions of this Framework Agreement, the Contracting Authority commits to pay the *Supplier* the amount for PHASE 1 and, if applicable, the amount for PHASE 2 and PHASE 3.

Article 4- Scope

1. In accordance with the Tender Specification and Technical Specifications, this Framework Agreement regulates the relations between ASST and the successful bidder *Supplier* for PHASE 1 and eventually for PHASE 2 and 3, with respect to the R&D activities characterizing the pre-commercial procurement procedure aimed at creating the Innovative Solution.
2. The execution of the above-mentioned activities will be entrusted through one or more Executing Contracts that will be sent to the Supplier also via PEC (ordinary e-mail only for the economic operators which are not based in Italy).
3. Through this Framework Agreement and the PHASE 1 Executing Contract, ASST gives the Supplier the task of executing PHASE 1 services.
4. The Supplier is aware of the fact that ASST will sign this Framework Agreement with other winning bidders of Phase 1.
5. ASST, in any case, in accordance with what stated in the lex specialis, does not grant that further activities different from the ones regarding Phase 1, will be assigned to the Supplier.

Article 5- Length of the Agreement

1. This Framework Agreement will take effect for a maximum period of _____ months as of the signing date.
2. The length of the Phases, which constitute the procedure, is specified in the Tender Specification.
3. At the end of the period referred to in the first paragraph, the Contracting Authority reserves the right to

have an extension of the Framework Agreement duration. The extension referred to in this paragraph, when applied, will adhere solely to the performance of any activities whose opportunity is detected by ASST and/or RL.

Article 6- Compensation and delivery times

1. ASST will pay the awarding amounts in the manners listed below, in accordance with what stated by the Tender Specification.
   a. The awarding amount will be paid to PHASE 1 successful tenderer in 2 tranches split in the following manner:
      - 40 % of the amount after the awarding and the signature of Phase 1 Executing Contract;
      - 60 % of the amount after the positive evaluation of PHASE 1 deliverables.

   b. The awarding amount will be paid to PHASE 2 successful tenderer in 2 tranches split in the following manner:
      - 40 % of the amount after the awarding and the signature of Phase 2 Executing Contract;
      - 60 % of the amount after the positive evaluation of PHASE 2 deliverables.

   c. The awarding amount will be paid to PHASE 3 successful tenderer in 2 tranches split in the following manner:
      - 30 % of the amount after the awarding and the signature of Phase 3 Executing Contract;
      - 70 % of the amount after the positive evaluation of PHASE 3 deliverables.
2. The due amount, computed as described in the previous paragraph 1, must be intended as the comprehensive remuneration for performing all the activities, which have been bid during the tender and which have been described in the Tender Specification in accordance with the Technical Specifications. Furthermore, the amount will remunerate all the activities necessary for the exact execution of the contractual duties arising from this Framework Agreement and the services supplied in compliance with the contractual provisions and procedures, in a workmanlike manner.
3. The due amount has been computed at its own risk by the *Supplier* on the basis of its computations, surveys, estimations, and, therefore, it is fixed and will not vary over time, regardless of any type of unexpected events or contingency. Therefore, the *Supplier* bears every risk related to the activities, including the ones regarding the settlement and/or compliance to the duties and obligations deriving from the execution of the R&D activities and from the observations of the laws of the regulations and of

the provisions which have been or will be enacted by the relevant authorities. To this extent:

a. The *Supplier* will not be entitled to ask for other remunerations, or to adjust, revise or increase the above-mentioned compensation;

b. Any unexpected costs arising from any changes will be incurred exclusively by the *Supplier* without any additional economic burden for the Contracting Authority.

4. In case the *Supplier* does not provide the services ruled by the Executing Contracts, within the stipulated deadline, if no penalties described below are applied, ASST reserves the right to:

   a. Terminate this Framework Agreement and keep the definitive security deposit;
   b. Request the refund of the amount paid to the Supplier, in case the Supplier does not comply with the formal notice that will be sent by ASST, which will set a peremptory deadline by which the required services must be delivered.

5. If the Testing Committee does not approve the prototype and the Innovative Solution, ASST reserves the right to:

   a. Initiate the actions described in the previous paragraph;
   b. Request the Supplier the adaptation of the prototype and/or the Innovative Solution. The adaption has to be performed within the deadline set by ASST, otherwise the above-mentioned penalties will be applied. In any case, ASST reserves the right to keep the deposit in full or in part.

Article 7- Invoicing and payments

1. By signing this Framework Agreement, the Contractor ensures the full traceability of all financial transactions as of art.3 of the Law n.136/2010 and any subsequent amendments and additions and as of the interpretative provisions (please refer to "Determinazione dell'Autorità per la vigilanza sui Contratti Pubblici n. 4 del 7 luglio 2011"). Specifically, the *Supplier* commits to use one or more current account (bank or post office):

   a. dedicated, even if not exclusively, to the financial movements relating to this tender. The transactions must involve bank or postal transfers or other payment instruments, which could ensure the full traceability of the financial transactions. Among the aforementioned financial transactions are included, as a non-exhaustive example:

      i. The payment of the tender amount, as well as any amounts due as penalties or, in any case, refund;

      ii. The payment of subcontractors and of the entities belonging to the supply chain which have a stake in the tender.

      iii. Payments to employees, consultants and suppliers of goods and services, which could be

considered as general and administrative expenses. Additionally, tools different from bank or postal transfer can be used for payments for the provision of technical assets. In any case, the different payment methods must be suitable for ensuring the full traceability of the transactions for the whole amount owed, even if this cannot be referred exclusively to the tender.

iv. Payments to social security, insurance and institutional entities, to public services' operators and suppliers, or to tax authorities, together with payments for daily expenses whose amount is less than Euro 500,00 could be made also via tools different from bank or postal transfer, even if the expenses must be traced.

2. Furthermore, for what concerns this tender, the *Supplier:*
   - declares that the current account (bank or post office), dedicated, even if not exclusively to this tender, is the one provided in paragraph 6.
   - undertakes to notify ASST, within the peremptory deadline of 7 (seven) working days any modifications of the aforementioned current account, or the opening of new current accounts dedicated, even if not exclusively to the tender, as well as any variations regarding the people delegated to operate on the current account;
   - must indicate in every invoice and every communication attached, or the invoice will be inadmissible, the following information:
     - The procedure's CIG
     - The procedure's CUP
   - must indicate the aforementioned CIG and CUP in all the payments, which imply financial transactions. The only exceptions regards payments to non-dedicated current accounts such as: salaries (emoluments to employees and managers), manpower (emoluments to workers), general expenses (stationery items, photocopies, subscriptions and advertising, rent), provision of technical assets, legal, tax and technical consultancies;
   - must include in the agreements signed with the subcontractors and with the entities belonging to the supply chain which have a stake in the tender a clause stating that every counterpart commits to the financial traceability duties, as of art.3 of the Law n.136/2010 and any subsequent amendments and additions, otherwise the agreement will be void.
   - must immediately notify ASST and Prefettura – Ufficio territoriale del Governo – della Provincia di Pavia, when a subcontractor does not settle the financial transactions traceability obligation as of this article; a similar duty must be included in the agreements signed with the subcontractor.

3. If the bank or postal transfer or the other payment instruments, which could ensure the full traceability of the financial transactions are not used, or if the notified current account or the ones which have been previously notified are not used and, in any case, if even one of the obligations stated in art.3 of the Law n.136/2010 and any subsequent amendments and additions and/or defined in this Article, are not settled, this Framework Agreement will be terminated and the administrative sanctions as of art.6 of the Law n.136/2010 and any subsequent amendments and additions will be applied.
4. The *Supplier* must issue the invoices in compliance with the existing legal framework, in force on the matter, which will be communicated by ASST to the Supplier during the signing of the present Framework agreement.
5. The payment of the fees will take place in compliance with the existing legal framework. Specifically, the invoice will be paid, pursuant to L.R. n.19/2010 and the Directive 2011/7/UE, within 30 (thirty) days from the end of the month in which the invoice has been issued. In case of delayed payment, in accordance with art.6 of the D.Lgs. n.231/2002, interest on late payment will be charged. For what concerns the expenses as of art.6 of the D.Lgs. n.231/2002, the *Supplier* whether required, has to provide ASST with the detail of the aforementioned expenses.
6. In accordance with art.3, paragraph 1 of the Law n.136/2010, the payment of the due amount will be credited, at ASST expenses, through a transfer, on the *Supplier's* current account (bank or post office), dedicated to this tender. The account belonging to the *Supplier* is opened at_____, its number is _____, its IBAN is _____ and designated individuals for operating on said account.
7. In every bank transfer, ASST must provide the procedure's CUP and CIG.
8. In accordance with art.3, paragraph 7 of the Law n.136/2010, the *Supplier* declares, at the time of entering into this Framework Agreement, to have notified ASST with the information regarding the people who can operate on the current account mentioned in this paragraph, undertaking to notify any modifications within the deadlines set by the law. The *Supplier*, under its own exclusive responsibility, will notify in a timely manner any modifications which will occur in terms of the above-mentioned payment methods. If this communication does not occur, even if the modifications are published in compliance with the law, the *Supplier* will not be able to arise neither exceptions regarding any delays in payments nor in relation to already made payments.
9. It is expressly understood that under no circumstances, including in case of payment delays, the *Supplier* will be able to suspend the provision of the services and, in any case, of the activities described in the Framework Agreement. If the *Supplier* defaults in performing this duty, the Framework Agreement can be terminated by ASST, in accordance with the following article 13, paragraph 3, through a simple and

unilateral notification sent via a registered mail with return receipt.

10. *(In case the successful bidder is a temporary business grouping)*

    The single entities belonging to the grouping, even if joint and liable towards the Contracting Authority, has to issue a "pro rata" bill with regards to the activities performed. The companies belonging to the grouping has to invoice only the activities they have actually performed which coincide with those stated in the Articles of Incorporation of the temporary business grouping. The latter document will be sent to the Contracting Authority if expressly requested. If this is the case, the mandatary entity, before sending the pro rata billing will have to send a prospectus summarizing the activities performed and the competencies developed by the entities belonging to the partnership. In every invoice it must be indicated, a part from what already stated in the previous paragraphs, the description of all the services and/or provisions to which the invoice is referred.

    After the correct execution of the performances the Framework Agreement refers to, in compliance with art.106 of the D.Lgs. n. 50/2016, the receivables accrued by the *Supplier* towards ASST can be assigned. In any case, ASST will be able to present all possible exceptions against the *Supplier*, included, as a non-exhaustive example, offsetting the receivables deriving from the application of the penalties and the amount due to the *Supplier*.

11. Without prejudice to the provisions stated by art.105, paragraphs 9 and 16 of the D.Lgs. n. 50/2016, by art.35 of the Law n.248/2006, or by the existing tax laws, including art.48bis of the D.P.R. n. 602/1973 and its implementation rule D.M. 18 of January 2008, n.40. In any case, ASST reserves the right of asking the supplier the relevant documents, with regards of the above-mentioned law, which must be provided together with the invoices and/or before the invoice payment, otherwise the invoices will be inadmissible and, in any case, the receivables will be uncollectable.

12. ASST will verify that in the agreements between the *Supplier* and the subcontractors or the entities belonging to supply chain which have a stake in the activities described by the Framework Agreement, there is a clause stating that each entity undertakes the traceability of the financial transactions, as of art.3 of the Law n.136/2010. In case the aforementioned clause is missing in the agreements, the latter ones will be considered void.

Article 8- Conditions for the execution of activities

1. The Contractor undertakes to settle the obligations under this Framework Agreement with its own means, by organizing and managing at its own risk.

2. During the execution of the Framework Agreement and without any interference in the *Supplier* internal processes, ASST reserves the right to check periodically the exact fulfilment of the contractual performance.
3. The *Supplier* undertakes to notify ASST any problem concerning the *Project* as soon as it becomes aware of it.
4. The *Supplier* shall perform at least the 70% of the R&D services of each phase within the European Union Member States or within the Countries associated to the Horizon 2020 programme, under penalty of termination, in accordance with article 16 of this Framework Agreement. The *Supplier* shall provide, upon request of ASST, a verified account of the settlement of the above obligation.
5. Upon signing this Framework Agreement, the *Supplier* shall appoint a representative for this Framework Agreement, which will be the contact person with ASST, providing all its contact information. The *Supplier* representative will then represent for all purposes the *Supplier*. At the same time, ASST will appoint a representative for this Framework Agreement (Execution Manager).
6. The *Supplier* will carry out the activities referred to in the Framework Agreement based on Executing Contracts that constitute to all intents and purposes an integral and substantial part of this Framework Agreement.

Article 9- Duties of the *Supplier*

1. The *Supplier* will incur all the expenses, the charges and the risks regarding the performance of the activities and the services regulated by this Framework Agreement, as well as of any other activity necessary or appropriate for a complete and correct settlement of the obligations described in this Framework Agreement.
2. The *Supplier* guarantees the execution of the performance in a workmanlike manner, in compliance with:
   - The existing legal framework, including the technical, safety, hygienic and health provisions, as well as those which may be enacted after the signature of the Framework Agreement. The *Supplier* expressly undertakes to indemnify and hold harmless ASST from all the consequences deriving from a failure in complying with the just-mentioned laws;
   - The provisions, the procedures, the conditions, the deadlines and the service levels contained in the *Framework Agreement* and its annexes, and, specifically, in the Technical Specifications, under penalty of termination of the Framework Agreement.

3. The *Supplier* undertakes to comply with all the deadlines for completing the activities, included those for delivering the Deliverables.
4. The *Supplier* undertakes, a part from performing what stated in the Framework Agreement, to execute, in accordance with what stated in this Framework Agreement and in the deeds of the tender, all the activities described by the Framework Agreement, employing all the assets and the people required to their accomplishment. Specifically the *Supplier* undertakes to:
   - Perform the activities related to PHASE 1 and eventually to PHASE 2 and PHASE 3, within the deadlines and according to the procedures described in the Framework Agreement and in the Phase Executing Contracts complying with the tender's *lex specialis*.
   - Indemnify and hold harmless ASST from all the claims that third parties would made with regards to any damage deriving from the activities described in the Framework Agreement or with regards to property rights owned by third parties;
   - Put in place all the tools and the methodologies, together with their relating documents, aimed at ensuring high service levels, including those regarding safety and confidentiality, as well as those aimed at enabling ASST to verify the compliance of the services provided with what stated in this Framework Agreement.
   - Not edit the teamwork and not replace the team members during the execution of the service, except for force majeure reasons that could be attributed to objective causes. In any case, these events must follow a procedure agreed with ASST;
   - Notify in a timely manner any modification of the organizational structure involved in the execution of the Framework Agreement, analytically specifying the changes that took place.
5. The *Supplier*, in order to perform the contractual activities, especially for what concerns the Experimentation Phase, undertakes to employ specialized personnel which, if necessary, could enter the premises of the Health Institution in compliance with all the safety and access provisions and procedures, without prejudice that it will be the *Supplier's* responsibility to verify these procedures and provisions.
6. Any activity that has to be carried out at the premises of the Health Institution must be performed:
   - Without any interference in the work routine of the Health Institution, defining with the latter the intervention times and methods;
   - Conscious that the premises of the Health Institution will be used, in accordance with their intended purposes, by authorized institutional personnel and/or third parties;

- Safeguarding the needs of the aforementioned people and entities without causing hindrances, disorders or interruptions of the working activity.

7. The *Supplier* expressly waives, as of now, any claim or compensation request if the execution of the contractual activities would be hindered, delayed or burdensome by the activities performed by the Health Institution's personnel and/or by authorized third parties.
8. Any increased costs, resulting from the need to observe the rules and regulations referred to in the previous paragraphs, even if entered into force after the signing of the Framework Agreement, will be occurred by the *Supplier*, and in each case, remunerated by the *Compensation*. Therefore, the *Supplier* cannot claim any payment, for any reason, against ASST, assuming all the risks.
9. Furthermore, the *Supplier* undertakes to:
   - Store, for at least 10 years from the final balance disbursement, the documents certifying the occurred and reported expenses;
   - Cooperate in order to allow the monitoring of the initiative and accept the audits that Lombardy Region and the other entities responsible (e.g. Managing Authority, Certification Authority, Audit Authority, European Commission, European Court of Auditors etc.) could carry out with regards to the realization of the activities ruled by the tender;
   - Provide evidence, in all the necessary advertising forms related to the Project that the latter "has been realized thanks to the contribution of the European Union, of the Italian State and the Lombardy Region in accordance with art. 115 of the Regulation (EU) n. 1303/2013 and of the Commission Implementing Regulation n.821/214 as well as in compliance with the procedures and the scope defined by the Region".
   - Indicate, in each document regarding the Project, that "the intervention has been co-financed under the ERDF ROP 2014-2020 resources" and provide evidence of the CUP communicated by Lombardy Region. Specifically, the beneficiary has to ensure the visibility of the contribution provided by the European Regional Development Fund to the Project – in all the information and communication means – by using a graphic grid containing three institutional emblems: the EU emblem with reference to the European Regional Development Fund that supports the project, the Italian State emblem and the Lombardy Region emblem.

Article 10- Integrity pact

1. The *Supplier* declares that he has read and fully and unconditionally undertakes the Integrity Pact regarding regional public agreements approved with DGR n. 1299 of the 30 January 2014, published on

the BURL n.6 of the 03/02/2014 and undertakes to comply with the loyalty, transparency, anti-corruptive and fairness principles defined by the document. Furthermore the *Supplier* undertakes not to offer, accept or request sums of money or any other type of reward or benefit while executing of the procedure mentioned in the premises and while executing this Framework Agreement.

2. The *Supplier* expressly and irrevocably:

   a) Declares that it did not recur to any mediation or to other third parties' actions aimed at concluding this Framework Agreement and that it will not recur to any mediation or to other third parties' actions aimed at executing and/or managing the Framework Agreement;

   b) Declares that it did not influence neither the administrative procedure aimed at establishing the content of the tender, nor any other equivalent act in order to affect the choice of the winning bid by ASST. The economic operator, declares, moreover, that it did not give or promise to give anyone – and undertakes to not give or promise to give anyone – directly or through third parties, including related and controlled entities, sums of money or other benefits at the scope of facilitating the tender award and/or the management of the contract.

   c) Declares, with regards to the tender procedure, as of the premises, to neither have nor had practiced restrictive practices forbidden by the existing legal framework, included art.101 et seq. of the Treaty on the Functioning of the European Union (TFEU) and art. 2 et seq. of l. 289/1990. The economic operator declares, moreover that the offer has been prepared in accordance with the above-mentioned law;

   d) Undertakes to report to ASST every illicit attempt performed by third parties of rigging or distorting the phases regarding the assignment of the awarding procedure and/or this Framework Agreement execution;

   e) Undertakes to report to ASST every illicit request or claim received from anyone who can influence the decisions regarding the awarding procedure or this Framework agreement execution;

   f) Undertakes, in case the events indicated in subparagraphs d) and e) constitute a criminal offence, to file a complaint to the Judicial Authority;

   g) Undertakes to disclose, if required by ASST, all the payments made related to this Framework Agreement;

   h) Undertakes to receive prior approval from the Contracting Authority, in the same way and with the same requirements laid down by the existing legal framework on subcontracting, also for subcontracts regarding the following activities: Material transportation at landfill sites; Supply

and/or land transportation; Supply and/or concrete transportation; Supply and/or bitumen transportation; Waste disposal; Operated equipment rental and bare hire; Supply of wrought iron; Construction site security services.

3. The *Supplier*, by signing this Framework Agreement, undertakes to work in compliance with the principles and the provisions in terms of Administrative Liability as of D.Lgs. n.231/2001.
4. In case any of these declarations released as of the subparagraph 2, is not true or the *Supplier* does not comply for the whole length of the Framework Agreement with the duties and the undertakings as of the previous paragraphs, ASST will have the right to terminate the Framework Agreement. Moreover, ASST will have the right to adopt all the further measures stated in the Framework Agreement, as well as those stated in the Integrity Pact of the regional public agreements.

Article 11- Duties deriving from the employment relationship and social responsibility duties

1. The *Supplier* undertakes to perform the contractual activities that should be executed at its premises or offices, in premises or branches located in the EU territory and, in any case, in States that enacted the Strasbourg Convention of 28th January 1981 for the Protection of Individuals with regards to Automatic Processing of Personal Data or in States that ensure enough safety measures for the personal data.
2. Furthermore, the *Supplier* undertakes to employ, in performing the contractual activities, personnel proficient in Italian or in English.
3. The *Supplier* undertakes to comply, at its own expense, with all the obligations – including the relevant safety, hygiene, insurance and social security obligations – arising from the law in force, with respect to its employees.
4. Moreover, the *Supplier* undertakes to apply to those employees involved in the activities defined by this agreement, conditions and remunerations not lower than the ones resulting from collective and supplementary labor agreements. The conditions and remunerations are those applicable at the signing date of the Framework Agreement, for the category and in the location where the activities are performed, as well as the ones deriving from subsequent amendments and integrations.
5. Furthermore, the *Supplier* undertakes to apply the above-mentioned collective labor contracts also after their expiry date and until the same contracts are replaced, without prejudice for more favored treatments for the employee. The duties related to the collective labor agreements, as of the previous paragraphs, bind the *Supplier* even if it does not adhere to the contracting associations or, however is

no longer associated with them, for the whole length of the Framework Agreement. In case of subcontracts the *Supplier* will be responsible for and will bear the expenses as of art.105 of the D.Lgs. n.50/2016. In order to apply the provisions of this article, by "employees" it is meant also people who work/collaborate in any guise for the *Supplier*.

6. The *Supplier* is aware and agrees that the R&D activities ruled by this tender must be provided, along the supply chain, in compliance with the minimum social standards in terms of human rights and labor conditions (hereinafter "standard"). The activities must therefore comply with the standards defined by the national laws of the Countries where the stages of the supply chain take place and, in any case, with the fundamental conventions defined by the International Labor Organization and by the General Assembly of the United Nations. The standards are listed in the declaration of conformity submitted by the *Supplier* in order to sign this Framework Agreement. In order to allow ASST to monitor the standard conformity, the *Supplier* undertakes to:
   a) Inform the suppliers and the sub-suppliers involved in the R&D supply chain that the Contracting Authority has required the compliance with the above-mentioned standards as one of the conditions for executing this tender;
   b) Provide, at ASST 's request, within the deadline set in the request, the information and the documents regarding the management of the activities related to the conformity to the standards, as well as the contact data of the suppliers and the sub-suppliers involved in the supply chain;
   c) accept and have its suppliers and sub-suppliers accepted that ASST or authorized third parties could perform some audits regarding the standard conformity;
   d) If, along the supply chain, a contractual violation regarding a non-conformity to the minimum social standards arises make, or have its suppliers and sub-suppliers made, any and adequate corrective actions (e.g. contractual renegotiations), within the deadline set by ASST.
   e) Demonstrate, at ASST 's request, within the deadline set in the request, through appropriate documents, that the clauses are respected, and, in any case, provide evidence of the outcome of any corrective action carried out

Article 12- Penalties

1. In case of delays in the execution of the activities described by this Framework Agreement and/or in the Executing Contracts, ASST could apply a penalty equal to the 1 per thousand of the Contract Amount for each day of delay up to a maximum of 5%. Beyond this limit, the Contracting Authority reserves the right

to terminate the agreement through PEC or registered mail, without the need to require default interests or judicial proceedings, with recourse toward the *Supplier* also for the enhanced costs in terms of economic conditions as of the present document, except for requests for compensation for any losses incurred. "Delays" also means the case when the *Supplier* performs the contractual agreements in a partially different manner from what agreed; in this event, ASST will apply the penalties explained in the previous subparagraph up to the moment when the service will start being supplied in a way compliant with the contractual provisions.

2. After having established the default/delay, ASST will notify the *Supplier* the dispute and the penalties application. The *Supplier* could defend itself within 5 working days from the receipt of the notification. If ASST does not consider the *Supplier's* defense sufficient for justifying the default, or if the defense is not presented within the above-mentioned deadline, the penalties will be applied, as of the previous paragraphs.
3. ASST could offset receivables by keeping the definitive security deposit as of Article 13.
4. ASST could apply penalties to the *Supplier* up to a maximum amount equal to the 10% (ten percent) of the Contract Amount. It is however understood that, in any case, the *Supplier* will have to pay any damage it has caused in case the amount is higher than the above-mentioned maximum. In case of defaults, which imply penalties exceeding this maximum, ASST may terminate this Framework Agreement.
5. The request or payment of penalties, as of in this article, does not exonerate the Supplier from settling the obligation for which he has defaulted and from which the obligation to pay the above-mentioned penalties has arisen.
6. ASST, in all the penalties' application cases, as of in this article, will be entitled to ask for the reimbursement of any greater loss incurred.
7. Penalties will not be applied in case of delays expressly authorized by ASST due to force majeure causes.

Article 13- Definitive security deposit

1. The *Supplier* has lodged a definitive security deposit in favor of ASST in compliance with what stated in the Tender Specification.
2. The definitive security deposit is extended to all the accessories of the principal debt and guarantees the exact and proper settlement of all the Supplier's present and forthcoming obligations arising from the Agreement execution, within the meaning and for the purposes of art. 1938 of the Italian Civil Code. In particular, the deposit guarantees for all the specific obligations, assumed by the *Supplier*, that cause for

the application of penalties and, therefore, it is expressly understood that ASST has the right to keep the deposit in order to apply the penalties, as of the previous article.

3. In case of award of PHASE 2 and PHASE 3, the *Supplier* has to integrate the deposit when signing the Executing Contracts for the higher amount to be quantified up to 10% of the award amount of each of the aforementioned Phases, without prejudice to any reductions, in compliance with what stated within the Tender Specification.

4. In particular, the released definitive security deposit guarantees all the specific obligations undertaken by the Supplier, including those for which penalties can be applied, and therefore it is expressively understood that ASST reserves the right to claim the definitive security deposit as for the application of penalties.

5. The definitive security deposit is valid starting from the signing date of the Framework Agreement and is in favor of ASST.

6. The definitive security deposit is valid for the entire length of the Executing Contracts related to the Phase to which the deposit refers; therefore, only after the full and correct execution of the contractual obligations, ASST will release the definitive security deposit, reduced by all the eventual accounts payables that ASST has towards the Supplier.

7. In any case, the guarantor will be released from the definitive security deposit lodged, only by ASST 's written authorization

8. If the definitive security deposit amount is reduced due to the application of penalties or any other causes, the *Supplier* will have to reinstate the deposit within 10 (ten) calendar days from the receipt of ASST 's reinstatement request.

9. In case the *Supplier* fails to settle the obligations provided by this article, ASST reserves the right to terminate this Framework Agreement via PEC or registered mail with return receipt, in accordance with what stated in the termination clause of the following article, without prejudice to the right to claim further damages.

Article 14- Termination

1. If the *Supplier* fails to settle even one of the duties undertaken by signing this Framework Agreement, ASST will have the right to notify to the *Supplier*, via PEC (in case of proven malfunction of the PEC also via mail with return receipt), a formal notice, within the meaning and for the purposes of art.1454 of the

Italian Civil Code. The formal notice will set a deadline, no less than 15 days, by which the *Supplier* has to make its defaults compliant with what has been agreed with the Contracting Authority. If the defaults continues once the deadline has elapsed, ASST will have the right to terminate, fully or in part, the Framework Agreement due to serious breaches and, as a consequence, the *Supplier* will have to reimburse the damages caused.

2. ASST reserves the right to verify at any moment the compliance of the service provided by the *Supplier*. In case of irregular execution of the service, of violation of the provisions stated in the Tender Specification or of insufficient performances, ASST will set a deadline within which the *Supplier* has to make its defaults compliant with what agreed with the Contracting Authority, in case of failure, ASST will have the right of terminating the Framework Agreement.
3. In any case, ASST without setting any deadline, has the right to terminate the Framework Agreement after notifying the Supplier with a registered mail with return receipt, in accordance with art. 1456 of the Italian Civil Code as well as with art. 1360 of the Italian Civil Code:
    a. In case of application of penalties larger than 10% (ten percent) of the maximum amount defined by the Framework Agreement;
    b. in case the minimum requirements for participating to the procedure, as of in the premise, for signing the Framework Agreement or for executing the activities therein defined, are not met or do not exist;
    c. if any of the anti-mafia investigations carried out by the relevant prefecture are positive;
    d. in case of interdictory sanctions or injunctions, as of D.Lgs. n.231/2001 which prohibit the Supplier from negotiating with the Public Administration entities;
    e. in case the information contained in the declaration submitted by the *Supplier* were found to be false, as of art.46 and 47 of the D.P.R. 445/2000, without prejudice to the provisions of art.71, paragraph 3 of the D.P.R. 445/2000;
    f. the occurrence of laws and/or provisions enacted by relevant Authorities which prohibit in total or in part the execution of the services described by the Framework Agreement;
    g. in case of violation of the duties and of the obligations provided for by the Integrity Pact regarding regional public agreements;
    h. in other cases provided for in this Framework Agreement.
4. In all the cases which imply the resolution of the Framework Agreement, ASST has the right to keep the definitive security deposit lodged by the *Supplier*. In case ASST will not be able to keep the deposit, a

penalty of equal amount will be applied and will be communicated to the *Supplier* via PEC ((in case of proven malfunction of the PEC also via mail with return receipt), without prejudice to ASST 's right to ask for a compensation for any greater damage.

5. ASST reserves the right to report to the Supervisory Authority on Public Contracts, any defaults, which have led to the termination of the Framework Agreement as well as to consider them as misconduct or serious wrongdoing as of art.80, paragraph 5 of D.Lgs. 50/2016.

Article 15- Withdrawal

1. ASST has the right to unilaterally withdraw from this Framework Agreement, in part or entirely, in any moment, without prior notice, for just cause, by way of example but not limited thereto:
   a) In case of an appeal filed against the *Supplier* pursuant to Bankruptcy Law and/or to any other applicable law of insolvency procedures, which propose the dissolution, the liquidation, the amicable settlement, the debt restructuring or the arrangement with creditors, in other words in case of the designation of a liquidator, a receiver, a guardian or of any person in charge of a similar role, who will be responsible for the goods or will be in charge of managing the Supplier business;
   b) Repeated failures of the *Supplier*;
   c) Any other circumstance that will interfere with the trustworthy relation of this Framework Agreement, including the case where the *Supplier* submits documentation not in line with the actual contractual performances.

Article 16- Civil liability and insurance policy

1. Under this Framework Agreement, the *Supplier* is responsible for any injury or damage to persons or properties, which may be caused by the execution of the agreed services referable to the *Supplier*, even if executed by third parties.
2. Within its respective competence, the *Supplier* undertakes to hold ASST indemnified and harmless of all consequences against any third-party claim regarding the damages derived from the execution of the contractual performances.
3. In thisregards, for the conclusion of the PHASE 3 Executing contract, the *Supplier* must have and maintain a sufficient insurance coverage, equal to 20.000 Euro, as a guarantee for civil liability for damage caused to third parties during the execution of the contractual performances.
4. Without prejudice, the *Supplier* undertakes full responsibility for all damages, which may not be covered

by the aforementioned insurance coverage, therefore for all damages exceeding the insurance covered limits.

5. Without prejudice, the winning *Supplier* undertakes full responsibility for all damages, which may not be covered by the aforementioned insurance coverage, therefore for all damages exceeding the insurance covered limits.

Article 17- Subcontracting

1. *(to be inserted if subcontracting is prohibited)* Since no mention has been done during the offer, the *Supplier* is forbidden to subcontract any performance of this Framework Agreement.

   [or]

   (to be inserted if subcontracting has been mentioned during the offer) The *Supplier*, in accordance with what declared during the offer, reserves the right to subcontract, up to 30 (thirty) % of the *contract amount*, the execution of the following performances:

   _____.

2. The *Supplier* is responsible for any damage to ASST or to third-parties that may be caused by those entrusted with the aforementioned performances.
3. For the entire length of this Framework Agreement, the subcontractors shall maintain the requirements required by the tender documentation, and also pursuant to the Law regarding the performances that they have to execute.
4. At least 20 (twenty) days before the beginning of the execution of the subcontracting performances, the *Supplier* agrees to deposit at ASST a certified copy of the subcontract agreement and the documentation required by the existing law, as well as the certification demonstrating that the subcontractor owns the subjective requirements required during the tender, and the certification showing that the subcontractor owns the requirements, required by the existing law, to execute the aforementioned performances, and finally the declaration related to the existence of eventual form of control or association with the subcontractor in accordance with Article 2359 Cod. Civ. In case of failure to submit the aforementioned requested documentation within the time limit provided, ASST will not authorise the subcontracting.
5. In case of failure to deposit any of the aforementioned documents within the time limit requested, ASST will ask to the Subcontractor to integrate the aforementioned documentation, imposing at the moment a time limit and, once that limit expires, the Subcontractor will not be authorised. It is expressly understood that the aforementioned request of integration suspends the period prescribed for the definition of the approval subcontracting procedure.
6. The subcontracting does not imply any modification to the obligations and charges of the *Supplier,* which

is the sole and entirely responsible for the perfect execution of this Framework Agreement and for the subcontracted part.

7. The supplier undertakes to hold ASST indemnified and harmless of all consequences against any third-party claim regarding the damages caused by the Subcontractor or its auxiliary contractors.
8. Within 20 (twenty) days of the date of each received payment, the *Supplier* agrees to send to ASST a copy of receipted invoices regarding payments issued by ASST in favour of the subcontractor with the indication of the guarantee withholding amounts. In case the *Supplier* fails to send the receipted invoices of the Subcontractor within the time limit provided, ASST will suspend the next payment to the *Supplier*.
9. The *Supplier* undertakes to promptly terminate the subcontract if during its execution ASST notices failures by the subcontractor; in this case, the *Supplier* is not entitled to compensation in any way by ASST, neither to the postponement of the terms by which the contract must be executed.
10. The execution of the subcontracted activities cannot be subcontracted.
11. In case the *Supplier* fails to honour the obligations mentioned in the previous paragraphs, ASST will have the right to terminate the Framework Agreement pursuant to Article 15.
12. Pursuant to Art. 105, paragraph 14 of the D.Lgs. n. 50/2016, for all the subcontracting performances, the *Supplier* must apply the same unit prices resulting from the awarding, with a downward revision not higher than 20% (twenty percent).
13. For all matters not provided for in this Framework Agreement, the provisions of Article 105 of D.Lgs. 50/2016 apply.
14. In case of loss of the requirements needed by the subcontractor, ASST will cancel the subcontracting authorization.
15. Without prejudice to all obligations and fulfilments provided by Art. 35 of d.l. n. 233/2006, converted into Law n. 248/2006.

Article 18- Prohibition to assign the agreement

1. It is absolutely forbidden for the Supplier to assign, in any way, in whole or in part the Framework Agreement, and the relative implementation contracts under penalty of considering the sale void. In case the Supplier fails to comply with this obligation, ASST has the right to terminate the Framework Agreement as of the above-presented Article 15.

Article 19- Industrial patents and third parties' copyrights

1. The *Supplier* undertakes every responsibility deriving from using devices or equipment or from adopting technical solution or of any other solution which violates third parties' patent rights, copyrights and, in general, property rights. Therefore, the *Supplier* undertakes to indemnify and hold harmless the Contracting Authorities from any claims made by third parties regarding their property rights. This responsibility is extended also to other claims made by third parties with regards to other rights different from the property ones, such as, as an non-exhaustive example, in rem rights, credit-related rights, availability constraints.
2. If third parties take legal proceedings against ASST claiming rights over the contractual performances, the *Supplier* will bear all the expenses, including the costs of the legal defense, deriving from the above-mentioned proceeding. In this event, ASST has to promptly notify the *Supplier*, in writing, of the above-mentioned legal proceedings.
3. In case of legal proceeding against ASST, deriving from the violation of previous paragraph, ASST, without prejudice to the right to claim for damages' reimbursement, will have the right to terminate the Framework Agreement, in case the legal proceeding is well founded, as of Article 13. Furthermore, ASST will have the right to recover and/or ask back the amount paid, off-set against a fair compensation for the services that have been provided.

Article 20- Intellectual Property Rights

1. All the existing Intellectual Property rights used or supplied for the purposes of this Framework Agreement in connection with the Project shall remain property of the Party making them available (or any third party supplier that owns them). Nothing contained in this Framework Agreement or any license agreement related to the Project shall affect the rights or either Party (or any third party) in its existing Intellectual Property rights.
2. The *Supplier*, within a month from the signing date of this Framework Agreement, has to provide ASST with full information, in writing, regarding the existing Intellectual Property rights, which pertains or may pertain to the Project or any part thereof, it holds or it is using at the signing date of this Framework Agreement. The *Supplier* has also the right to provide the Contracting Authority with the procedures or tools internally adopted for tracing the production and which, therefore, allow to identify and distinguish the Project results from the products deriving from other R&D activities not related to the Project.
3. If the *Supplier* generates new Intellectual Property rights that it intends to file for protection or not, it shall notify the Contracting Authority about the contents of such new Intellectual Property rights. The notification has to take place within 10 days from the signing date of this Framework Agreement, if the

above-mentioned IP rights have been acquired during PHASE 1, or, in case of following acquisition, within 10 days from the conclusion of the activities related to PHASE 2 and PHASE 3.

4. The Intellectual Property Rights, generated by the *Supplier*, deriving from Intellectual Property acquired knowledge, belong to the Supplier.
5. The *Supplier* cannot pose any restriction to the Contracting Authority regarding the use of the results deriving from the Project for the purpose of publishing other tenders.
6. In order to allow the broadest participation to the tenders mentioned in the previous paragraph, the Contracting Authority can ask the *Supplier* to make available, at fair and reasonable market conditions, the commercial exploitation rights of the generated IP, to third parties, with regards to the R&D services belonging to the procedure mentioned in the premise.
7. All matters not provided for in this Article shall be governed by the Intellectual Property Rights Agreement Template attached to the Tender Specification.

Article 21- Confidentiality

1. The documents, the information, the concepts, the ideas, the procedures, the data, also the technical ones, regarding the execution of this Framework Agreement are considered confidential and secret. Therefore, the *Supplier* undertakes to keep these data and/or information confidential, included those which pass through its equipment, which it is in possession of or it is aware of, while executing this Framework Agreement. Furthermore, the *Supplier* undertakes not to disclose these data and/or information in any way, under any manner and not to use them for any purposes different from the ones necessary for executing this Framework Agreement.
2. The obligation stated in the previous paragraph applies also to all the original materials, or any other materials, prepared for executing this Framework Agreement; however, this duty does not apply for data:
    a. Which are or become public domain, without the *Supplier* having failed to settle its confidentiality obligation and provided that the *Supplier* has proved that it put in place, in a timely manner, all the precautions required to guarantee that its employees and collaborators would have kept the confidentiality;
    b. For which ASST has authorized the *Supplier* to disclose to specific entities.
3. The *Supplier* is responsible and liable for the effective settlement, by its employees, consultants and collaborators, as well as by its sub-contractors and their employees, consultants and collaborators, of the confidentiality obligations herein. Therefore, the *Supplier* undertakes to impose this confidentiality

obligation on all those persons who, as a result of their position, become acquainted with any confidential information. This confidentiality obligation shall remain in force for a period of five years after the expiry of the Framework Agreement, or its early termination/withdrawal.

4. The obligation state at paragraph 3, shall remain in force for a period of 5 (five) years after the expiry of all the contractual duties related to the signing of this Framework Agreement or its early termination/withdrawal. Therefore, the duty will eventually be in force also after the expiry date of the Framework Agreement, which, with regards to this obligation, will be considered full in force also beyond the above-mentioned expiry date.
5. It is absolutely forbidden for the Supplier to advertise, in its own interests or in the interest of third parties, the provision stated for in the Framework Agreement and/or the activities performed in accordance with this Agreement, except for expressed authorization of the Contracting Authority. This obligation is valid even in case the *Supplier* has to quote the main features of this Framework Agreement in order to take part to other tenders.
6. In the event of failure to comply with the confidentiality obligations herein, ASST shall be entitled to terminate this Framework Agreement, as of the previous Article 15, without prejudice to claim the *Supplier* for a compensation for all the further damages that could harm ASST itself.
7. The *Supplier* undertakes, also, to comply with the Regulation (EU) 2016/679 General Data Protection Regulation (GDPR), enacted on 27 april 2016, in terms of confidentiality.

Article 22- Project Manager

1. In order to sign this Framework Agreement, the *Supplier* undertakes to appoint a Project Manager who will be responsible for executing this Framework Agreement, who will be the contact person with ASST and who will represent for all purposes the *Supplier*.
2. If, during the execution of this Framework Agreement, the *Supplier* has to replace the above-mentioned Manager, the former will have to provide, in a timely manner, a written notification to the entity responsible of the security, or to another one specified by ASST.

Article 23- Jurisdiction

1. Any disputes between the Supplier and ASST, arising with reference to the validity, interpretation, and execution of this Framework Agreement, shall be the exclusive jurisdiction of the Court of Pavia (Italy).
2. In the event of a dispute arising during the execution of this Framework Agreement, the Supplier shall

continue to execute, without delay or suspend in any wat the execution of the performance.

Article 24- Data processing, consent to the processing

1. The parties undertake to process the data in compliance with the fairness, lawfulness and transparency principles, in full compliance with the Regulation (EU) 2016/679 General Data Protection Regulation (GDPR), enacted on 27 April 2016, with a focus on what provided in terms of the minimum safety measures that should be adopted.
2. The parties declare that the personal data provided through this Framework Agreement are correct and true. Furthermore, the parties mutually exempt each other from any type of responsibility arising from material errors in filling out the documents or arising from incorrectly inputting the data in the electronic and paper archives, without prejudice to the rights of the interested party as of the above-mentioned Regulation.
3. ASST processes the data regarding the Agreement and its execution in order to manage and execute economically and administratively the Agreement itself, in order to settle the legal obligations connected to the Agreement as well as in order to perform data and statistical analyses for monitoring the consumes and controlling the expenses, as well as for analyzing further savings that could be achieved. Specifically, ASST acquires and processes, in this field, the data regarding the Supplier.
4. The data controller of the personal data is ASST Azienda Socio-Sanitaria Territoriale, with registered offices in Viale Repubblica, n. 34 – 27100 Pavia (PV), to which one can turn in order to execute the above-mentioned rights.
5. ASST and the Supplier ensure to undertake and take action in order to ensure mutual respect of the rights and the duties arising from the provisions of the above-mentioned General Regulation.
6. The parties declare that they mutually communicated – before signing this Agreement – the information regarding the processing of the personal data provided for signing and executing the Agreement, and that they are aware of their rights.
7. The data transmission from the Supplier to ASST will happen also by telephone and/or electronic means, in compliance with the provisions in terms of electronic communications as of the above-mentioned General Regulation.
8. The parties undertake to process the data in compliance with the fairness, lawfulness and transparency principles, in full compliance with the General Regulation, with a focus on what provided in terms of the minimum safety measures that should be adopted.

9. The parties declare that the personal data provided through this deed are correct and true. Furthermore, the parties mutually exempt each other from any type of responsibility arising from material errors in filling out the documents or arising from incorrectly inputting the data in the electronic and paper archives.

Article 25- Tax charges and contractual expenses

1. The Contractor shall bear all the tax charges, except those that, according to the law, shall be borne by ASST.
2. The Supplier declares that the services provided are performed as part of doing business and that these activities are transactions on which Value Added Tax is chargeable and that the Supplier has to pay it with right of recourse, as of D.P.R. n.633/72.

Article 26- Final Provision

1. This Framework Agreement and its annexes constitute the entire agreement between the parties, which have full knowledge of all its relevant terms, have negotiated its content, which they specifically declare to approve individually and entirely. In any case, no modification of this Agreement or any of its provisions shall be binding upon the Parties unless made by written instrument. In addition, any invalid or ineffective clause of this Framework Agreement shall not affect the validity or effectiveness of the same Agreement in its entirety.
2. Any modification of this Framework Agreement can take place and can be approved only if expressed in writing; furthermore, the invalidity or unenforceability of one of the clauses of the Framework Agreement does not imply the invalidity or unenforceability of the whole document.
3. Any failure or delay of the Contracting Authority in requesting performance of duties provided by this Framework Agreement shall not constitute in any case withdrawal of its rights, which the Contracting Authority is entitled to enforce within the prescription limits.
4. This agreement shall regulate all the general terms of the relationship between the Parties; consequently, it shall not be substituted or replaced by any operative, executive or supplementary agreements, and it will regulate, together with them, the relationship between the Parties; in case of conflict the provisions of this Agreement shall prevail over those in the acts of its execution, unless otherwise expressed by the Parties in writing.

Pavia, on _____

Azienda Socio-Sanitaria Territoriale (ASST) di Pavia

_____

The Supplier
The legal representative

_____

The undersigned _____, as attorney and legal representative of the *Supplier*, declare to have detailed and perfect knowledge of all the contractual clauses and of the documents mentioned therein. Furthermore, within the meaning and for the purposes of articles 1341 and 1342 of the Italian Civil Code, I declare to accept all the terms and conditions therein mentioned and to have considered in detail what was stated in its clauses; specifically, I declare to agree with the terms and conditions listed below: Article 1 (Terms and Conditions), Article 3 (Information regarding the procedure), Article 4 (Scope), Article 6 (Compensation and delivery time), Article 7 (Invoicing and payments), Article 8 (Conditions for the execution of the activities), Article 9 (Duties of the supplier), Article 10 (Integrity Pact), Article 11 (Duties deriving from the employment relationship and social responsibility duties), Article 12 (Penalties), Article 13 (Definitive security deposit), Article 14 (Termination), Article 15 (Withdrawal), Article 16 (Civil liability and insurance policy), Article 17 (Subcontracting), Article 18 (Prohibition to assign the agreement), Article 19 (Industrial patents and third parties' copyright), Article 20 (Intellectual Property Rights), Article 21 (Confidentiality), Article 23 (Jurisdiction), Article 24 (Data processing, consent to the processing), Article 26 (Final Provision).

Pavia, on_____

The Supplier

The legal representative

_____