GENERAL TERMS AND CONDITIONS
Contract for the acquisition of goods and provision of services

1. General regulations

1. The general terms and conditions for the acquisition of goods and services set forth hereinafter should be considered applicable to all purchase orders placed by Consip, unless an express derogation with specific conditions has been provided for in the purchase order in question. The execution of the purchase order is governed by the civil code and the regulatory provisions issued with regard to private law contracts.
2. In order to complete the purchase order, the Supplier must sign these general terms and conditions to mark full acceptance of the contents and send them, together with the duly signed purchase order, to Consip S.p.A., Via Isonzo, 19/D – 19/E, 00198 - Rome – for the attention of the Purchases Office (*Ufficio Acquisti*).
3. Should the checks of the moral requirements give a negative result, Consip shall provide the notifications stipulated by Ruling no. 1 of 10 January 2008 of the National Public Tender Supervisory Authority (Autorità Vigilanza Contratti Pubblici, now the Italian National Anti-Corruption Authority – A.N.A.C.).
4. The supplier hereby expressly acknowledges and accepts that all the time frames laid down in these general terms and conditions should be considered as calendar days.

2. Modifications and changes

1. Any derogation to the items and conditions contained herein, as well as to anything specifically indicated on the purchase order, must be agreed with the Principal in accordance with the legal provisions. Therefore, the Supplier may not, unless prior authorisation has been obtained in writing from the Principal, make any additions, modifications, changes or deletions of any kind to the conditions and/or purchase order. Any additions, modifications, changes or deletions that have not been authorised will be considered non-binding, without prejudice to the right of the Principal to terminate the contract and take steps to claim compensation for any damages suffered.

3. Prices

1. Unless otherwise stipulated on the purchase order, the prices shown on the purchase order should be considered fixed and invariable for the entire period of contractual validity of the purchase order. The prices should also be considered net of VAT.

<u>Conditions for the Provision of Goods</u> (*required every time goods are delivered.*)

4. Delivery of the goods

1. The goods must be delivered, according to what is specifically indicated in the purchase order, to one of the offices of either Consip or the Ministry of the Economy and Finance in Rome.
2. The goods must always be accompanied by the transport docket bearing the number and date of the purchase order, as well as the list of material delivered and a fax proving contact with the Consip offices appointed to receive the goods.
3. In the event that the transport docket certifying the delivery of the goods does not clearly and irrevocably show the purchase order reference number, Consip reserves the right (through its offices appointed to receive the goods) not to accept the incoming goods.
4. Should the Supplier deliver the goods without having made prior agreements with the reception office at least 48 hours before delivery, Consip will reserve the right not to accept the incoming goods.
5. The receipt stamp on the transport docket, affixed by the Consip staff, is valid solely as acknowledgement of receipt of the goods, with final acceptance subject to a successful quality and quantity check. In this regard, please note that the employees who receive the goods shall stamp the transport docket, subject to verification of the content and number of packages accepted.
6. Moreover, should the Supplier deliver goods that do not comply with the quantities and/or technical and qualitative characteristics indicated on the Purchase Order, Consip will reserve the right to reject the delivered goods, without paying anything.
7. The goods must be delivered on business days between 08:30 a.m. and 1:00 p.m. or between 2:00 p.m. and 5:30 p.m., excluding Saturdays, unless otherwise specified in the purchase order.

4. Delivery terms

1. The goods must be delivered, without fail, by the deadline stated on the order, under pain of the application of the penalties set forth in art. 7.
2. In case of early delivery, the Principal will be entitled not to accept the goods, or return them to the Supplier at the latter's expense, or keep them, while starting the payment period from the date of delivery and/or acceptance indicated on the purchase order.
3. The Principal reserves the right to draft a contract performance start report jointly with the Supplier.

Should specific circumstances prevent the correct execution of the services under this Order, the Principal will reserve the right to suspend them, indicating the relevant reasons and responsibilities. In the event of suspension, the provisions laid down in art. 107 of Italian Legislative Decree no. 50 of 18 April 2016 shall apply.

5. Installation, compliance check and acceptance of supplies *(this article also governs compliance checks for services used to supply the goods)*

1. Following delivery, the Supplier must install and activate the goods, within the deadlines laid down in the operating plan agreed with the Principal and set them up according to the procedures and time frames laid down in the technical specifications or in the said operating plan.
2. Once the installation, activation and configuration activities referred to in paragraph 1 above have been completed, compliance with the provisions of art. 102 of Italian Legislative Decree no. 50 of 18 April 2016 will be checked.
3. The compliance check will be deemed successful only if the goods supplied work properly and in accordance with the technical and usage documentation provided by the Company.
4. The compliance check will be deemed successful only if the goods supplied work properly and in accordance with the technical and usage documentation provided by the Company or the services have been provided in accordance with industry standards.
5. The compliance check will be carried out directly by an appointed person.
6. The date when the check is passed will be considered the 'Supply acceptance date' or 'Services acceptance date'.

Also considering the provisions of paragraph 2, the Supplier hereby acknowledges that the installation and activation activities will therefore only be considered completed following the successful outcome of the compliance check referred to in paragraph 3. In case of IT goods, the system must be considered ready to use and activated on the Asset database through the use of the appropriate web procedure. In case of maintenance services, the compliance check will be conducted within the month following the reference quarter, unless otherwise specified on the purchase order. In case of professional consumption-based services, the compliance check will be conducted within the month following the reference period of provision of the service, as defined by the Principal when the service is provided.

7. Should the compliance check be failed, the Supplier must eliminate all defects detected within the maximum deadline of 5 (five) days, unless another deadline is granted by the Principal in the compliance check report. In this case, the compliance check will be repeated, without prejudice to the application of the relevant penalties referred to in the 'Penalties' section below. Any charges incurred by the Principal, along with any costs arising from the compliance check, will be met by the Company.
8. Should the second compliance check also be failed, the Principal, without prejudice to the application of penalties, will be entitled to terminate the contract, in accordance with both the 'Termination' article below and art. 1456 of the Italian Civil Code.
9. The Principal shall issue the compliance check certificate when it determines that the Supplier has properly provided the contractual services.

6. Maintenance of the supply

1. The Company shall undertake to provide the guaranteed maintenance service for the supply for a period of 12 (twelve) months from the 'Supply acceptance date' indicated in article 6 above, as well as the paid maintenance service for the following 24 (twenty-four) months, unless a different time frame is indicated in the technical specifications, running from the expiry of the guaranteed maintenance period.
2. The guaranteed maintenance service must be provided at the expense and under the responsibility of the Supplier, without any additional charge for the Principal, and thus understood as included in the payment for the Supply.
3. The maintenance service, which must be provided according to the procedures indicated in this article and in the Technical Specifications, includes all the charges necessary for the perfect and accurate provision of the service, along with any other work to maintain and/or restore the supply to an operating condition consistent with the documentation, as well as technical modifications suitable for enhancing the degree of reliability, improving operation and boosting security.
4. The maintenance also includes any service for the elimination of malfunctions. Lastly, for the purposes of this contract, malfunction is understood to mean any anomaly which, directly or indirectly, causes interruption to or less than complete availability of the user's service and, in any event, any discrepancy between the products and the relevant technical documentation and user manuals.
5. The maintenance service will be provided by the Company on the days indicated in the Technical Specifications and in accordance with the established Service Levels, under pain of the application of the penalties laid down in art. 8 below.
6. Should the elimination of the malfunction and/or stoppage require a time greater than that established or entail the transfer of the equipment to a place other than the premises of the Authority and/or Principal, the Company, subject to notification provided to the Principal, must replace the said items of equipment with others possessing the same technical and functional characteristics, without prejudice to the application of the penalties laid down in art. 8 below, until the actual replacement of the goods.

7. Penalties for non-delivery

1. The Supplier hereby acknowledges that, for each day's delay in delivering the goods, with regard to the indication on the purchase order, the Principal reserves the right to apply a penalty to the Supplier of 1 (one) thousandth of the total amount of the order for each day's delay accrued.
2. The Supplier hereby acknowledges that, for each day's delay with regard to the deadlines set out in the approved operating plan, the Principal reserves the right to apply a penalty to the Supplier of 1 (one) thousandth of the total amount of the order for each day's delay accrued.
3. The Supplier hereby acknowledges that, should the compliance check be failed, for each day's delay with regard to the times established for the elimination of any defects, the Principal reserves the right to apply a penalty to the Supplier of 1 (one) thousandth of the total amount of the order for each day's delay accrued.
4. The Supplier hereby acknowledges that, for each day's delay in restoring the functionalities of the supply covered by the maintenance service or for each percentage point of the threshold value of the respective maintenance service level lost, the Principal reserves the right to apply a penalty to the Supplier of 1 (one) one thousandth of the total amount of the order for each day's delay accrued.
5. The Principal reserves the right to apply penalties up to a maximum amount of 10 (ten) per cent of the total amount of the purchase order. Should the total sum of the penalties imposed on the Company reach the overall amount of 10% of the global remuneration, the Principal will be entitled to terminate this contract, at any time, according to the procedures laid down therein, while claiming compensation for any damages.
6. For the application of the penalties, the Principal reserves the right to offset the amount against the remuneration owed to the Supplier.

8. Transfer of ownership and risks

1. The ownership of the goods provided will be transferred to the Principal and/or Authority from the 'Supply acceptance date'. The Principal and/or Authority shall be exempt from any liability until that date with regard to the goods concerned.
2. The Supplier shall be liable for the risks of loss or damage to the goods during transport and stopover at the premises of the Principal, until the supply acceptance date, where established on the purchase order, with the Principal only liable for any losses or damage attributable to it.

9. Responsibilities and Warranties for the goods provided

1. The Supplier shall assume, vis-à-vis the Principal and/or Authority, full liability for all obligations arising from the purchase order.
2. By accepting the purchase order, the Supplier is undertaking to:

- deliver the goods according to the procedures and terms indicated in arts. 4 and 5 above and within the time frames indicated on the purchase order;
- ensure, irrespective of any approval or preliminary check by the Principal, that the products provided will be free from any obvious or hidden design or manufacturing defects and entirely compliant with the instructions of the Principal. Products that are faulty or, in any event, fail to comply with the established terms will be refused and made available to the Supplier;
- ensure that the products maintain the technical characteristics required for the full warranty period, to be considered equal to the guaranteed maintenance period from the Supply Acceptance Date and, at the same time, ensure they work properly; the Principal may request prompt repair and/or free replacement for defects, faults and non-compliance detected during the warranty period. In any case, the Supplier will be debited the costs incurred by the Principal as a consequence of faults, defects and non-compliance in the products supplied. None of the above affects the right to seek compensation for any further damages suffered.

3. In the event of breach, by the Company, of even one of the obligations laid down in the previous paragraphs, the Principal, without prejudice to the compensation for all damages, will be entitled to terminate this contract in accordance with art. 30 'Termination'.

<u>Conditions for the provision of Services (required every time services are provided)</u>

10. Services to be provided

1. The services requested must be provided at the office(s) specifically indicated on the purchase order.
2. For the definition of the professional profiles, the specific service provision procedures and the type of service requested, the extent and duration thereof, reference is made to the details on the purchase order.
3. The supply must also include delivery of all the manuals and all other technical documentation suitable for ensuring the full and correct functioning of the basic programmes and applications, where applicable. In case of services provided for the purposes of obtaining a final product, the documentation drafted for that purpose must be delivered as an output of the activity carried out. *(In case of software development, training or services which require the issue of deliverables).*

11. Personnel ***(to be applied in particular to the Supplier's personnel who will provide the services on-site, exclusively in Italy, and characterised by a close relationship with the user)***

1. The Supplier is required to adhere strictly to all obligations arising from the legislation in force regarding insurance, assistance and social security obligations, as well as the employment relationships in general, and fulfil all requirements arising from the collective bargaining agreement for the category in question, without prejudice to the application of any alternative social security contribution schemes envisaged by EU law and/or any bilateral agreements for the avoidance of double contributions signed between the Italian Government and Non-EU countries.
2. The Supplier shall also undertake, without prejudice to the 'most favourable treatment' (*trattamento di miglior favore*), to continue to apply the above collective bargaining agreements even after their expiry and until their replacement. The obligations pertaining to the aforementioned national collective bargaining agreements will be binding on the Supplier even if it is not a member of the organisations which have signed them or it has withdrawn from them, for the full period of validity of this purchase order.
3. For the services requested, the Supplier undertakes to employ specialised personnel or personnel whose employment relationship is governed by one of the contract types permitted by Law no. 183/2014 and subsequent implementing decrees, within the limits and according to the conditions laid down in this contract and its annexes.
4. It is the responsibility of the Company to comply with regulations in terms of safety, the prevention of accidents and hygiene in the workplace, insofar as applicable. To this end, it shall adopt the necessary procedures and precautions to ensure the health and safety of the workers and any third parties. Moreover, it shall provide the Principal, upon request, with suitable documentation proving the measures adopted in terms of workers' health and safety in the workplace.
5. The Supplier shall also undertake to take every precaution to avoid direct or indirect material or immaterial damage of any kind arising from and/or associated with the execution of the service for which it is responsible, including to public and private assets.
6. The Supplier shall grant the Principal the option of requesting the replacement of members of staff responsible for the services who, following a check, are considered unsuitable for the perfect provision of the service by the Principal. In this case, the Supplier shall undertake to replace the human resources within the time limit of 7 (seven) days from notification by fax from the Principal and ensure the continuity of the work team.
7. Before the start of any activities, the Company shall undertake to provide the name of the Manager responsible for overseeing the performance of the contract, communicating the name, and any changes, to the Principal. The Supply Manager will be the Principal's contact for any request concerning the service and will, in turn, act as a guarantor for the correct organisation of the service, as well as, in particular, taking responsibility for checking the absolute and continued independence of the staff vis-à-vis the Principal.
8. In consideration of the foregoing, the Supply Manager, within his/her remit, shall undertake to implement, within the Company or as part of the relationships between the Company and the Principal, by virtue of this contract, all the necessary organisational procedures, as well as the suitable communication flows, so that it is clear for the persons involved, in various capacities, in conducting the activities, that they must not, in any way *i)* be subject to the organisational, management or disciplinary power of the Principal *ii)* be subject to supervisory and control activities over the execution of the working activities by the Principal *iii)* form part of the Principal's organisation. The Principal reserves the right to check the correct application of the above by the Supply Manager, as well as apply any penalties in the event of non-compliance.

12. Payment and social security breaches

The provisions of art. 30 of Italian Legislative Decree no. 50 of 18 April 2016 shall apply.

13. Time frames for starting and providing the service ***(in case of a maintenance offered along with the supply, refer only to art. 7)***

1. The Supplier shall undertake to provide the services under this contract within the deadline established on the Order *(in case of services not functionally connected to the goods)* or from the supply acceptance date *(in case of services functionally connected to the goods delivered, positively tested and not falling within the category of guaranteed services, such as maintenance, specialised support).* The time limit for starting the services is called the 'service start date'. The Supplier shall cease to provide the services at the expiry of the contractual period running from the 'service start date'. These periods must be considered mandatory.
2. (*in case of services which require the release of deliverables*) Within 2 (two) days from the signing of this contract, the Supplier shall provide the Principal, for approval, with the *operating plan*, containing, where provided for, the time limits relating to the respective work progress reports, understood as deadlines for the release of the respective deliverables/output, including the release of any software developed. Without prejudice to any modifications requested by the Principal to the time limits indicated in the *operating plan*, the time limits set forth in the operating plan approved by the Principal must be considered mandatory, under pain of the application of penalties.

14. Penalties *(in case of maintenance service offered along with the supply, please refer only to art. 8)*

1. The Supplier hereby acknowledges that, in the event of any delays in the provision of the services with regard to what is indicated by this contract, as well as in the approved operating plan referred to in the previous article, the Principal will reserve the right to apply a penalty equal to 1 (one) thousandth of the total amount of the purchase order for each day's delay accrued.
2. The Supplier hereby acknowledges that, in the event of non-compliance by the Supply Manager with the requirements laid down in paragraph 8 of art. 12, the Principal reserves the right to apply a one-off penalty of 3% (three per cent) of the amount of the order. *(to be applied in particular for services carried out on-site and characterised by a close relationship with the user).*
3. The Principal reserves the right to apply penalties up to a maximum amount of 10 (ten) per cent of the total amount of the purchase order. Should the total sum of the penalties imposed on the Company reach the overall amount of 10% of the global remuneration, the Principal will be entitled to terminate this contract, at any time, according to the procedures laid down therein, while claiming compensation for any damages.
4. For the application of the penalties, the Principal reserves the right to offset the amount against the remuneration owed to the Supplier.

15. Compliance check and acceptance *(in case of a maintenance service offered along with the supply, please refer only to art. 6)*

1. *(to be applied for consumption-based services)* On the date when the services are completed, the Supplier shall provide the Principal with a final statement of the activities carried out and the Principal shall check that the contractual services have been carried out in accordance with industry standards in technical and functional terms. *(to be applied for fee-based services)* At the end of each quarter, the Principal shall check the compliance of the services provided during the previous month.*(to be applied, in particular, for services which generate an output)* In case of services provided to obtain a final product (e.g. development of software or products created from the activities), the product will be subject to verification of compliance by the Principal in accordance with the procedures and provisions laid down in art. 6.
2. The date of the compliance check report will be considered the 'Supply acceptance date' by the Principal.

16. Responsibilities and Warranties of the Supplier

1. The Supplier shall assume, vis-à-vis the Principal, full liability for all obligations arising from the purchase order. The Supplier must bear any risks and charges associated with the activities under the purchase order, including the costs for transporting the materials and/or necessary equipment, those for the transport, travel and work of the staff tasked with supervising and executing the services and the associated insurance expenses as well as those incurred from the removal of residual materials and compliance with the provisions in force regarding the disposal of waste.
2. The Supplier is required to provide the services in accordance with industry standards, the legislation in force and the Principal's instructions. None of the above affects the right to seek compensation for any further damages suffered.

<u>Conditions applicable to all types of supply/service</u>

17. Increase and reduction – Modifications and changes

1. The Principal reserves the right to increase or reduce the execution of the purchase order up to one fifth more or less of the overall amount.

In the event of an increase of up to one fifth of the overall amount of the purchase order, the supplementary services will be provided according to the conditions laid down in the purchase order and these general supply conditions.
2. In the event of a reduction of up to one fifth of the overall amount of the purchase order, the Supplier shall not be entitled to any compensation or indemnity other than the payment accrued for the services actually provided, calculated based on the unit prices shown on the purchase order.
3. The provisions of art. 106 of Italian Legislative Decree no. 50 of 18 April 2016 shall apply, inasmuch as compatible.

18. Invoicing and Payment Procedures

1. In order to ensure payment of the amount indicated on the purchase order for the provision of hardware and/or software products, the supplier may send an invoice after the issue of a certificate of compliance.
2. In order to ensure payment of the amount indicated on the purchase order for the provision of services, the supplier may send an invoice following Consip's approval of the 'activities report' containing details of the professional services provided during the reference period.
3. In order to ensure payment of the amount indicated on the purchase order concerning the provision of maintenance services for hardware and/or software products, the supplier must send a quarterly invoice in arrears, unless otherwise indicated on the purchase order. The invoice must specify the reference period.

4. Each invoice must refer to only one purchase order and contain a reference to the type/nature of service covered by the invoice, with an indication of the unit price, the operating establishment of the activity stated on the invoice, details of the location where the contract performance was carried out and the period to which the invoice refers.
5. Should it be necessary to issue a credit note to partly or fully correct a service invoiced previously, such document should display a positive sign (+) rather than a negative one (-).
6. In order to make the payment, Consip shall take steps to obtain the *documento unico di regolarità contributiva* (Single Insurance Contribution Payment Certificate – D.U.R.C.) or an equivalent document in the case of operators from a European Union or non-EU State or a declaration in lieu of certification issued in accordance with paragraph 1p) of article 46 of the consolidated text referred to in Italian Presidential Decree no. 445 of 28 December 2000, in the event of supplies and services of up to €20,000, declaring its regularity with regard to the payment of social security contributions and the mandatory insurance contributions for workplace accidents and occupational diseases of its employees.
7. Consip reserves the right to carry out checks on samples with regard to the regularity of the DURC for the placement of this order. Should such a check give a negative result, Consip shall provide the notifications stipulated by Ruling no. 1 of 10 January 2008 of the National Public Tender Supervisory Authority (*Autorità Vigilanza Contratti Pubblici,* now the National Anti-Corruption Authority – A.N.A.C.) .
8. Consip S.p.A. will not pay any interest on the sums to be liquidated due to delays in payments caused by irregularities in the payment of the social security and insurance contributions stipulated by the law.
9. The invoice must be addressed to Consip S.p.A., Via Isonzo no. 19/E, 00198 Rome, VAT code 05359681003, Ufficio Contabilità e Bilancio.
10. The payment terms for the aforementioned invoices, accompanied by the documentation indicated above, will be defined according to the procedures laid down by the legislation in force, i.e. Italian Legislative Decree no. 231/2002 as subsequently amended and supplemented. The bank transfer, subject to Consip's acceptance of the service(s) provided, will be made to the current account held by the Company at the Bank indicated by the supplier.
11. In accordance with the provisions of par. 5 of art. 30 of Italian Legislative Decree no. 50 (where applicable), Consip shall pay the supplier an amount equal to 99.50 (ninety-nine point five) per cent of the taxable amount invoiced plus VAT. The remaining 0.5 (zero point five) per cent will only be paid at the end of the contract, after Consip issues the certificate of verification of compliance for the services, subject to the submission of the DURC.
12. The relevant provisions of art. 30 of Italian Legislative Decree no. 50 of 18 April 2016 will apply.
13. If different arrangements are stipulated in the order, by way of explicit written derogation to the terms above, the invoice will be paid within the time limits set in the relevant purchase order.
14. The supplier shall take exclusive responsibility for informing Consip promptly of any changes which arise with regard to the procedures for crediting the remuneration. Should no such notification be received, even if the changes are published in accordance with the law, the Company may not raise any objections with regard to any delays in payment, nor any payment already made.
15. The supplier hereby declares that the account into which the payments will be made is compliant with Law no. 136 of 13 August 2010 concerning the traceability of financial flows.
Charges arising from risks generated among activities conducted simultaneously in the same workplace (so called Interference Risks), where quantified in the order, shall be invoiced by the Supplier and refunded by Consip to the extent incurred and within the limits laid down by the specific DUVRI (Single Document for the Assessment of Interference Risks).
16. In accordance with the provisions of the relevant legislation, the Company shall undertake to comply with the electronic invoicing procedures adopted from 31 March 2015, adhering to the instructions contained in the "electronic invoicing annex".

19. Industrial property rights. Indemnity

1. The Supplier shall undertake to indemnify the Principal and/or Authority from any claim by the holders or licensees of patents, copyright or design rights in general concerning the supply on the purchase order, with an obligation to obtain, at its own expense and under its own responsibility, the necessary transfers, licences or authorisations.
2. The Principal and/or Authority will acquire the right of ownership and, therefore, use and economic exploitation of everything produced by the Company in the performance of this contract (with this list being purely illustrative and in no way exhaustive: the software products and systems developed, the printouts, software procedures and, more generally, intellectual creations and inventions), the relevant material and documents created, invented, provided or produced by the Company or its employees within the context or during the performance of this contract.

20. Prohibition on transferring the purchase order and assignment of receivables

1. The Supplier is prohibited from transferring this purchase order in any way, under pain of invalidity of the said transfer.

In addition, the provisions of paragraph 13 of art. 106 of Italian Legislative Decree no. 50 of 18 April 2016 concerning the assignment of receivables shall apply, with the exclusion of the stipulations in the final point of the same paragraph concerning prior acceptance of a transfer.

21. Withdrawal

1. The Principal reserves the right to cancel the purchase order insofar as the goods have not been delivered or the service provided, subject to a notice period of at least 7 (seven) days prior to the date indicated on the purchase order; in this case, the Supplier shall only be entitled to reimbursement of any costs incurred for the execution of the purchase order.
2. In any event, the Principal shall be entitled, at its own absolute discretion and with no need for justification, to withdraw from this purchase order at any time, with a notice of at least 30 (thirty) days to be sent to the Supplier by registered letter with acknowledgement of receipt.
3. From the effective date of withdrawal, the Supplier must cease all contractual services, ensuring that such discontinuance causes no damage to the Principal.
4. In the event of withdrawal during the execution of this order and in case the activities do not exceed 10% of the maximum contractual amount, the provisions of art. 109 of Italian Legislative Decree no. 50 of 18 April 2016 shall apply.
5. Please note that, if the activities executed exceed the value of 10% of the maximum contractual amount, no indemnity will be owed to the Supplier.
6. The Company shall waive, as of now, any claim for damages, any other compensation or indemnity and/or reimbursement of costs.

22. Invitation to perform

1. In the event of non-compliance by the Supplier with the obligations laid down in this purchase order, the Principal may terminate the contract in accordance with article 1454 of the Italian Civil Code, provided that no action has been taken once 15 days have elapsed from the relevant invitation to perform, sent by registered letter with acknowledgement of receipt, without prejudice to any other legal remedies.

23. Code of Ethics

1. The Supplier hereby declares that it has read Consip's Code of Ethics, which is available on Consip's website (www.consip.it) and shall comply with the guidelines contained therein. In particular, the Supplier undertakes to comply with its obligations in terms of gratuities, pursuant to paragraphs 3.3 and 5.4, and confidentiality, pursuant to paragraphs 3.3 and 11 of the Code of Ethics. Breach of these obligations may entail automatic termination of the contracts entered into with Consip. The Company also undertakes to comply with these obligations in the event of termination of the currently existing relationships with Consip.
2. Moreover, by signing this purchase order, the Supplier undertakes to operate in accordance with the principles and provisions laid down in Italian Legislative Decree no. 231/2001 and declares that it has been informed of the adoption of the Organisational, Management and Control Model provided for in the aforementioned Italian Legislative Decree no. 231/01 by Consip S.p.A.

24. Processing of personal data

Pursuant to and in accordance with art. 13 of Italian Legislative Decree no. 196/2003 (the 'Personal Data Protection Code'), the Supplier declares that it has been fully informed: *(i)* of the purposes and procedures of the processing of its personal data communicated freely upon acceptance or during the execution of this purchase order; *(ii)* of the recording of such data on electronic media protected and processed by Consip in full confidentiality for institutional purposes connected with or instrumental to its activities; *(iii)* of the mandatory or optional nature of the provision of the data, as well as the consequences of a refusal to reply; *(iv)* of the scope of dissemination and the parties and categories of parties to whom such data may be disclosed and who may gain knowledge of it as managers or employees; in particular, in accordance with the legal provisions which require administrative transparency (Italian Legislative Decree no. 33/13 and Law no. 190/2012), some data concerning the contract will be published and disclosed on www.consip.it; *(v)* that the data controller is Consip S.p.A., with offices in Rome, Via Isonzo 19/E, which may be contacted in order to exercise the rights under art. 7 of Italian Legislative Decree no. 196/2003 or to request the updated list of the Data Controllers, by writing to the following e-mail address: esercizio.diritti.privacy@consip.it.

25. Confidentiality obligations

1. The Company is required, under pain of termination of the contract and without prejudice to the right to compensation for damages suffered by the Principal, to maintain the confidentiality, including after the expiry of the contract, of the data, notices and information concerning the activities carried out in the fulfilment of this contract, as well as those concerning the activities conducted by the Principal and/or Authority of which it gains knowledge, in any way, during the performance of the contract.
2. The obligation laid down in the previous paragraph extends to all the original material or that prepared during the performance of this contract, except for the data, notices, information and documents which are in or enter the public domain.
3. The Company is responsible for strict compliance, by its employees, consultants and agents, as well as any subcontractors and their employees, consultants and agents, with the confidentiality requirements laid down in the first paragraph and shall therefore undertake not to make, nor permit others to make, copies, extracts, notes or developments of any deed or document which

comes into its possession concerning the duties assigned under the contract.

26. Best Customer Clause

1. The Company hereby declares that it has applied the best possible economic, regulatory and technological conditions to the contract, i.e. those reserved for its most important clients. Should the Principal have evidence that this declaration is false, it will be entitled to seek compensation for damages from the Company, as well as terminate the contract with immediate effect, in accordance with article 1456 of the Italian Civil Code, and may entrust the execution of the service to third parties to the detriment of the Company, without the latter being able to make any claim in this regard against the Principal.

27. Declaration in lieu of certification issued in accordance with art. 46 of Italian Presidential Decree no. 445 of 28 December 2000

1. By signing this purchase order, the Company is expressly declaring that it is not in any of the situations that entail the exclusion from participation in the procurement procedures as per art. 80 of Italian Legislative Decree no. 50 of 18 April 2016.
2. The Principal, before defining this relationship, shall verify possession of the requirements declared above by using the *Banca Dati Nazionale Contratti Pubblici* (National Public Works Database).

28. Specific termination condition

1. This purchase order shall be terminated if a check of the accuracy of the possession of the requirements laid down in art. 80 of Italian Legislative Decree no. 50 of 18 April 2016 gives a negative outcome, or if such requirements were to lapse during the performance of the contract; in this case, the purchase order, without prejudice to the provisions of paragraph 3 of art. 71 of Italian Presidential Decree no. 445/2000, should be considered automatically terminated including with regard to the services already provided or currently being provided.

29. Termination

1. In any event, it is agreed that the Principal, with no need to allocate any time limit for compliance, may terminate this contract automatically in accordance with art. 1456 of the Italian Civil Code, as well as pursuant to art. 1360 of the Italian Civil Code, subject to notification sent to the Company by registered letter with acknowledgement of receipt, in the following cases: art. 6 Installation, compliance check and acceptance of supplies, art. 8 and art. 15 Penalties, art. 10 Responsibilities and Warranties for the goods supplied, art. 16 Compliance check and acceptance, art. 21 Prohibition on transferring the purchase order or transferring the credit, art. 24 Consip Code of Ethics and Sogei Code of Ethics, art. 26 Confidentiality obligations, art. 27 Best Customer Clause, art. 29 Specific termination condition, art. 32 Obligations concerning the traceability of financial flows.

30. Incompatibility

1. The Supplier hereby expressly and irrevocably declares that the Contract is concluded in accordance with the provisions laid down in paragraph 16-*ter* of article 53 of Italian Legislative Decree no. 165/2001.
2. Should the declaration issued not reflect the truth, the Supplier hereby acknowledges and accepts that the consequences laid down by the aforementioned legislative decree shall apply.

31. Obligations concerning the traceability of financial flows

1. Pursuant to and in accordance with paragraph 8 of art. 3 of Law no. 136 of 13 August 2010, the Supplier shall undertake to adhere strictly to the provisions of the aforementioned regulation with regard to the traceability of financial flows.
2. Without prejudice to any other termination hypotheses established by this contract, it is hereby agreed that the Principal, in accordance with the provisions of paragraph 9-bis of art. 3 of Law no. 136 of 13 August 2010, without any need to assign any time limit for compliance, shall terminate this contract automatically in accordance with art. 1456 of the Civil Code, as well as pursuant to art. 1360 of the Civil Code, subject to a declaration sent to the Company by registered letter with acknowledgement of receipt, should any transactions be conducted without using bank or post office transfer or other instruments suitable for ensuring the full traceability of the transactions, in accordance with Law no. 136 of 13 August 2010.
3. The Supplier, in its capacity as a contractor, shall undertake, as per point 3 of paragraph 8 of art. 3 of Law no. 136 of 13 August 2010, to insert, into any contracts signed with subcontractors, under pain of invalidity, a suitable clause whereby each assumes the financial flow traceability requirements stipulated in Law no. 136 of 13 August 2010.
4. Any Supplier notified of a failure by its counterparty to satisfy the financial traceability obligations as per the regulation indicated above shall immediately terminate the contractual relationship, simultaneously informing the Principal and competent Prefecture (*Prefettura – Ufficio Territoriale del Governo*), the State's local representative office.
5. The Supplier shall undertake to ensure that, in the contracts entered into with its subcontractors, the aforementioned counterparties shall take on the specific obligation of terminating the relevant contractual relationship should they be informed of failure, on their part, to satisfy the financial traceability obligations, while simultaneously informing the Principal and the competent Prefecture.

6. The Principal shall verify, under pain of invalidity, that the subcontracting agreements contain a suitable clause whereby the subcontractor shall take on the financial traceability obligations laid down in the aforementioned Law. With reference to subcontracting agreements, the Supplier shall undertake to send the Principal, in addition to the information specified in paragraph 2 of art. 105 of Italian Legislative Decree no. 50 of 18 April 2016, a suitable declaration issued pursuant to Italian Presidential Decree no. 445/2000, stating that, under pain of invalidity, a suitable clause has been inserted into the subcontracting agreement, whereby the subcontractor shall take on the financial traceability obligations laid down in the aforementioned Law, it being understood that the Principal reserves the right to carry out a sample check of the accuracy of the declaration, requesting - to this end - submission of the subcontracting agreements entered into, and, at the end of such a check, to make any more suitable decision, in accordance with the law and the contract.
7. The Supplier is required to provide prompt notification, at least within 7 (seven) days from the change(s), of any change to the identification data of the dedicated current account(s) or the particulars (name and surname) and tax codes of the persons appointed to conduct transactions on the said account(s).
8. It should be understood that any regulatory mechanisms concerning the traceability of financial flows pursuant to art. 3 of Law no. 136 of 13 August 2010 which may be issued and come into effect after the signing of this contract must be considered automatically and directly applicable to this purchase.
9. In accordance with Ruling no. 10 of 22 December 2010 of the National Public Tender Supervisory Authority (*Autorità Vigilanza Contratti Pubblici*, now the National Anti-Corruption Authority – A.N.A.C.), in the event of transfer of receivables, the Supplier shall undertake to provide the CIG (Tender Identification Code)/CUP (Uniform Project Code) to the assignee, possibly in the deed of transfer, so that the code(s) in question may be indicated on the payment instruments used. The assignee is required to use a dedicated current account (or more than one) as well as make advance payments to the Supplier, by bank or post office transfer to the dedicated current account(s) of the Supplier, indicating the CIG/CUP provided by the latter.

32. Competent court

1. For any dispute concerning this supply, or relations between the Principal and the Supplier, the Court of Rome shall have exclusive jurisdiction, including by way of derogation to any alternative or competing courts.

33. Takeover of the contract

1. The Supplier hereby acknowledges that, based on a written notice from the Principal, the Authority benefiting from the service/supply may, at any moment and without any additional costs apart from those arising from the tax rules in force, replace the Principal for the purposes of this contract. In this case, the latter shall undertake, as of now, to fulfil all the relevant formalities within the time frames and according to the procedures established by the Authority.
2. The Company shall undertake, as of now, to accept, in the aforementioned hypothesis, the clauses usually inserted by the Public Administration into contracts entered into with its suppliers.

Tender Identification Code: {cigct}

{Company Name}
for acceptance

For specific approval, in accordance with art. 1341 of the Italian Civil Code, of articles 4 (Delivery of the goods); 8 and 15 (Penalties); 6 (Installation, compliance check and acceptance of supplies) and 16 (Compliance check and acceptance); 10 and 17 (Responsibilities and Warranties of the Supplier); 18 (Increase and reduction – Modifications and changes); 19 (Invoicing and Payment Procedures); 20 (Industrial property rights. Indemnity); 21 (Prohibition on transferring the Contract and transferring the credit); 22 (Withdrawal); 23 (Invitation to perform); 24 (Code of Ethics); 25 (Processing of personal data); 26 (Confidentiality obligations); 27 (Best Customer Clause); 29 (Specific termination condition); 30 (Termination); 32 (Obligations concerning the traceability of financial flows); 33 (Competent court); 34 (Takeover of the contract) >

{Company Name}
for acceptance

ELECTRONIC INVOICING ANNEX - Purchase Order No. {numord} {tipord} {anno}

In accordance with the provisions of Ministerial Decree no. 55 of 03 April 2013, from 31 March 2015 Consip Spa shall no longer be able to accept invoices not issued in electronic format. To this end, please note that, in order to be accepted, registered and paid, electronic invoices issued by suppliers from 31 March 2015 onwards must contain, in addition to the mandatory information required by law, the fields indicated in the table shown below (where present).
Please note, moreover, that the suppliers may attach any document in PDF/A format to the electronic invoice that provides further detailed information necessary to the processing thereof; invoices must be sent individually rather than in groups.

Field	Value	Functional description
1.1.4.	**UFC4IQ**	**Public Administration Register code (IPA)**
2.1.2.2.		Purchase order number (00 X YYYY)
2.1.3.2.		Job Code/Project Code
2.1.3.4.		Node/Sub-project Code
2.1.3.5.		Sheet/Component Code
2.1.2.6.		CUP (Uniform Project Code)
2.1.2.7.		CIG (Tender Identification Code)
2.1.8.1.		DDT (delivery note) Number
2.1.8.2.		DDT Date
2.2.1.15.		Type of cost (Consip cost or refund)
2.2.1.16.1.		Indication of whether fixed or variable part (where provided for in the contract)
2.2.1.4.		Subject of the service (indication of the individual intervention, professional figures, reference phase). Fill in a row for each individual order row.
2.2.1.5.		Number of units sold/lent
2.2.1.7.		Period start date
2.2.1.8.		Period end date