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Grant Agreement
N° 101036228

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Model A2

SUPPLEMENTARY STATEMENTS: FAC SIMILE SUBSTITUTE STATEMENTS PURSUANT TO ARTICLES 46 AND 47 OF D.P.R. 445/2000 made by the CONTRACTOR for participation in the TENDER PROCEDURE pursuant to Articles 71 and 108 of Legislative Decree 36/2023 concerning "innovative information technology services for the rapid detection of multidrug-resistant microorganisms and for the intelligent management and control of antibiotic resistance"

(In case of temporary grouping and/or consortium and/or business aggregation: one template for each economic operator grouped and/or consortium and/or aggregate)

the undersigned					
born in			the		
C.F.		Resident in			
Via				n.	
as	*(owner, legal representative, attorney, other)* (i)				
Of society:					
headquarters	*(Italian municipality or foreign state)*		Province		
address					
ZIP CODE		Operational headquarters			
C.F.		VAT number			
PEC		email		Tel	
C.C.N.L. applied (*Construction Industry, Construction Small Medium Enterprise, Construction Cooperation, Construction Handicraft, Other non-construction*):					
Company size (0 to 5, 6 to 15, 16 to 50, 51 to 100, over):					

Social Security Agencies			
INAIL company code		INAIL Territorial insurance positions	
INPS company registration number		INPS competent office	
INPS contributory pos.		INPS competent office	

AGENZIA ENTRATE competent office	

DECLARE

1) That the economic operator is registered with the Chamber of Commerce, Industry, Handicrafts, Agriculture, as follows:

province of enrollment:		legal form:	
year of enrollment:		duration:	
enrollment number:		share capital:	
activities:		ATECO code:	
Social object			
About the Statute			
Extraordinary Transactions			
Branch offices and local units			
Holders of offices or qualifications			

1.a) that the **legal representatives, directors with power of attorney[1] , institors and attorneys general** are**:**

n.	*Last name and first name*	*born in*	*on*	*Charge*
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

1.b) that the **Technical Directors** are:

[1] *By administrators with power of representation is meant all persons officially invested with the power to transfer directly to the legal person represented, the effects of their actions, regardless of the extent of administrative powers granted (see to this effect Council of State Sec. V 36/08, TAR Campania Sec. I 3176/09), as well as those who, as attorneys ad negotia (see in this sense Council of State Section VI, 18/01/2012 No. 178) or as institori (see Communication of the President of Anac of 26/10/2016) have obtained the conferment of powers consisting in the representation of the company and the performance of decision-making acts.*

n.	*Last name and first name*	*born in*	*on*
1			
2			
3			

1.c) **that members[2] and holders of rights to shares and shares/owners** (Legislative Decree 159/2011, Art. 85) are:

n.	*Last name and first name*	*born in*	*on*	*Indication of individual quota*
1				
2				
3				
4				

DECLARE

2) in addition to what is reported in the facsimile DGUE Form that in its own respect there are no conditions referred to in Art. 53, co. 16, of Legislative Decree 165/2001 smi. as well as:

2.a):

☐ 2.a1) that, with respect to the persons listed above in points 1.a, 1.b and 1.c, as well as with respect to the persons listed below and those listed in point 2.c2 below - of whose legal situation it declares to be aware pursuant to Article 47, paragraph 2, of d.P.R. no. 445 of 2000, assuming the relevant responsibilities - the conditions set forth in art. 94, co. 1 of Legislative Decree no. 36/2023[3] as amended and in art. 53, co. 16, of Legislative Decree 165/2001 as amended do not exist:

[2] Indicate the status of limited partner or general partner if limited or limited partnership.

[3] **The statement must be produced with reference to the following individuals:**

- The owner and technical director, if they are sole proprietorships;
- the partners and the technical director, if it is a general partnership;
- the general partners and the technical director, if it is a limited partnership;
- members of the board of directors who have been conferred legal representation, including institors and attorneys general, members of bodies with management or supervisory powers with regard to which in a Communiqué dated 26/10/2016 the President of Anac specified that "*In order to allow the application of the rule under consideration, the indications contained therein must be interpreted having as reference the systems of administration and control of corporations governed by the Civil Code following the reform introduced by Legislative Decree No. 6/2003 and precisely:*
  1) the so-called "traditional" system (governed by Articles 2380-bis et seq. of the Civil Code), consisting of a "board of directors" and a "board of auditors."
  2) so-called "dualistic" system (regulated in Articles 2409-octies et seq. of the Civil Code) articulated on the "management board" and the "supervisory board."
  3) so-called "one-tier" system based on the presence of a "board of directors" and an internally constituted "management control committee" (Art. 2409-sexiesdecies, para. 1, Civil Code).
  Therefore, the existence of the requirement set forth in art. 94 , co.1 of the Code must be verified in respect of: members of the board of directors who have been conferred legal representation, in companies with traditional and one-tier management systems (Chairman of the Board of Directors, Sole Director, managing directors even if they hold a delegation limited to certain activities but confer powers of representation for such activities); members of the board of statutory auditors in companies with traditional management systems and members of the management control committee in companies with one-tier management systems; and members of the management board and members of the supervisory board, in companies with two-tier management systems."
- persons with powers of representation, management or control with regard to whom, in a Communiqué dated 26/10/2016, the President of Anac specified that "should be understood *as such persons who, although they are not members of the corporate bodies of administration and control, are found to have powers of representation (such as proxies and attorneys ad negotia), management (such as*

_____
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_____
_____

or

❑ 2.a2) that, with respect to the persons listed above in points 1.a, 1.b and 1.c, as well as with respect to the persons listed below and those listed in point 2.c2 below: the legal situation relating to the existence of the conditions referred to in art. 94 , co. 1 of Legislative Decree no. 36/2023 as amended and art. 53, co. 16, of Legislative Decree 165/2001 smi is declared individually in an annex to this declaration according to the *facsimile Model A3 by the persons indicated therein*;

_____
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_____

FURTHER DECLARES.

2.b) with regard to Article 94, para. 2 of Legislative Decree No. 36/2023, as amended:

❑ 2.b1) that, with respect to the persons listed above in points 1.a, 1.b and 1.c, as well as with respect to the persons listed below and those listed in point 2.c2 below - of whose legal situation it declares to be aware pursuant to Article 47, paragraph 2, of d.P.R. No. 445 of 2000, assuming the relevant responsibilities - there is no cause of disqualification or suspension or prohibition referred to in Art. 67 of Legislative Decree No. 159/2011, as amended or attempted mafia infiltration referred to in Art. 84, co. 4, of the same decree (without prejudice to the provisions of Articles 88, paragraph 4-bis, and 92, paragraphs 2 and 3, of Legislative Decree 159/2011, with reference to anti-mafia communications and anti-mafia information, respectively); the cause of exclusion referred to in Article 84, paragraph 4, of the same legislative decree does not operate if, by the date of the award, the company has been admitted to judicial control pursuant to Article 34-bis of the same legislative decree. In no case may the award be delayed due to the pendency of the aforementioned proceedings.

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independent or professionals who have been granted significant powers of direction and management of the company) or control (such as the auditor and the Supervisory Board referred to in Art. 6 of Legislative Decree No. 231/2001 entrusted with the task of supervising the operation and observance of organizational and management models suitable for preventing crimes). In the case of entrusting accounting control to an auditing company, the verification of the possession of the requirement of Art. 94, para. 1 should not be conducted on the members of the corporate bodies of the auditing company, since it is a legal entity distinct from the competing economic operator to whom the grounds for exclusion should be referred."

- the technical director or the sole shareholder who is a natural person, or the majority shareholder in the case of a company with four or fewer members if it is another type of company or consortium.

In line with recent jurisprudential guidance, the obligation to make the declarations referred to in this model by all the above-mentioned parties can also be legitimately fulfilled by the legal representative. Therefore, the latter, in accordance with this model, may submit a suitable declaration in lieu of affidavit, (made pursuant to Article 47 of Presidential Decree 445/2000, as amended and in compliance with the procedures set forth in Article 38 co 3. of the same Decree), in which he attests to the possession of the requirements of the person for whom he is making the declaration, indicating the personal data of that person (so as to allow the necessary verifications).

or

☐ 2.b2) that, with respect to the persons listed above in points 1.a, 1.b and 1.c, as well as with respect to the persons listed below and those listed in point 2.c2 below: the legal situation relating to the existence of any cause of disqualification or suspension or prohibition referred to in Art. 67 of D. Lgs. 159/2011 as amended or an attempt of mafia infiltration referred to in Art. 84, co. 4, of the same decree (without prejudice to the provisions of Articles 88, paragraph 4-bis, and 92, paragraphs 2 and 3, of D. Legislative Decree 159/2011, with reference respectively to anti-mafia communications and anti-mafia information) is declared individually in an annex to this declaration according to *facsimile Model A3 by the persons indicated therein*; the cause of exclusion referred to in Article 84, paragraph 4, of the same Legislative Decree does not operate if, by the date of the award, the company has been admitted to judicial control pursuant to Article 34-bis of the same Legislative Decree. In no case may the award be delayed due to the pendency of the aforementioned proceedings.

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2(c) in order to the terminated:

☐ 2.c1) that there are no persons who have ceased to hold office in the year preceding the date of publication of the Notice

or

☐ 2.c2) that there are the following individuals who have ceased to hold office in the year prior to the date of publication of the Notice
(Give first name, last name, etc.):

_____
_____
_____
_____

3) that:

a) the persons referred to in Art. 94 paragraphs 3 and 4 of Legislative Decree 36/2023 have not been convicted by final judgment or criminal decree of conviction that has become irrevocable or for the crimes referred to in Art. 94 paragraph 1.

b) there are no reasons for disqualification, suspension or prohibition provided for in Article 67 of Legislative Decree No. 159 of September 6, 2011, or an attempt of mafia infiltration referred to in Article 84, paragraph 4, of the same decree, without prejudice to the provisions of Articles 88, paragraph 4-bis, and 92, paragraphs 2 and 3, of Legislative Decree No. 159 of September 6, 2011, with reference to anti-mafia notices and anti-mafia information, respectively (Art. 94, paragraph 2).

c) is not the recipient of the disqualification sanction referred to in Article 9, paragraph 2, letter c) of Legislative Decree No. 231 of June 8, 2001, or any other sanction involving the prohibition of contracting with the public administration, including the disqualification measures referred to in Article 14 of Legislative Decree No. 81 of April 9, 2008- (Art. 94 paragraph 5 letter a).

(d) did not violate the regulations governing the right to employment of the disabled under Law No. 68 of March 12, 1999 (Article 94, Paragraph 5, Letter b).

(e) has not been subjected to judicial liquidation or is in a state of compulsory liquidation or composition with creditors, or proceedings for access to one of these procedures are pending against it, without

prejudice to the provisions of Article 95 of the Code of Business Crisis and Insolvency referred to in Legislative Decree No. 14 of January 12, 2019, Article 186-bis, paragraph 5, of Royal Decree No. 267 of March 16, 1942, and Article124 of this Code (Art. 94 paragraph 5 lett. d).

f) is not registered in the computerized register kept by the ANAC Observatory for having submitted false statements or false documentation in tender procedures and subcontracting (Article 94 paragraph 5, letter e).

g) is not registered in the computerized register kept by the ANAC Observatory for having submitted false statements or false documentation for the purpose of issuing the qualification certificate (Article 94 paragraph 5, letter f).

h) has not committed any serious violations definitively ascertained to obligations relating to the payment of taxes or taxes (as identified in Annex II.10 of Legislative Decree 3672023) or social security contributions according to the Italian legislation or that of the State of establishment (Art. 94 paragraph 6).

(i) that it has not committed serious violations of occupational health and safety regulations and has not violated environmental, social and labor obligations established by European and national legislation, collective agreements or international provisions (Art. 95 paragraph 1 lett.a)

(If yes, please indicate in detail the type of infraction/violation committed and provide evidence that the measures taken are sufficient to demonstrate its reliability)

l) that it is not aware of any conflict of interest related to its participation in the procurement process (Art. 95 paragraph 1 letter b)

(If yes, please provide detailed information on how the conflict of interest was resolved)

m) did not advise the administration and did not participate in the preparation of the procedure (Art. 95 paragraph 1 lett.c)

(If yes, please provide details of measures taken to prevent possible distortion of competition)

n) that it has not entered into any agreement, even if only verbally, with other economic operators participating in the same tender such as to make the bids attributable to a single decision-making center (Art. 95 paragraph 1 lett.d);

o) that it has not committed a serious professional misconduct such as to make its integrity or reliability doubtful falling within the cases indicated in Article 98 of Legislative Decree 36/2023;

p) that it has not committed any serious violations not definitively ascertained to the obligations relating to the payment of taxes and fees (as identified in Annex II.10 of Legislative Decree 36/2023) or social security contributions (Art. 94 paragraph 6).

q) the conditions set forth in Art. 53, para. 16-ter, of Legislative Decree 165/2001, as amended, do not apply to him/her, and in particular:

- that they have not entered into employment or self-employment contracts and, in any case, that they have not given appointments to former employees, who have exercised authoritative or negotiating powers on behalf of public administrations with respect to them in the three-year period following the termination of the relationship;
- to be aware that, pursuant to the aforementioned Article 53, Paragraph 16-ter, contracts concluded and assignments conferred in violation of these requirements are null and void, and that private parties who have concluded or conferred them are prohibited from contracting with public administrations for the next three years, with the obligation to return any compensation received and ascertained to relate to them;
- to undertake, should the contracting station request it, in compliance with the provisions of Article 53, paragraph 16-ter of Legislative Decree No. 165/2001, to send the updated organizational chart of all employees (in whatever capacity hired having negotiating functions and/or authoritative powers)

pertaining to the last three years from the date of the awarding/concession measure related to this procedure;

4) That the **technical and professional capacity** requirement, necessary for participation in the tender, is met:

   ☐ 6(a) to the full extent:

   ☐ 6.a.1) by this economic operator;

   ☐ 6.a.2) by the temporary grouping in which this economic operator participates;

   ☐ 6.a.3) by the consortium under Art. 65 co. 2(b), (c) and (d) in which this operator participates;

   ☐ 6.a.4) by the consortium under Article 65 co. 2, l. f) on its own without the contribution of consortium members;

   or

   ☐ 6.a.5) by the consortium ex art. 65, co.2, l. f) with the contribution of the following consortium economic operators:

_____
_____
_____

   ☐ 6.b) to a partial extent, for which the possession of the missing requirements, pursuant to Art. 104 of the

   Legislative Decree No. 36/2023, is met, using the requirements of other economic operator(s), as per the appropriate documentation attached.

5) to have carried out a supply occurred in the last three years (understood as the three years preceding from the month preceding the publication of the notice of preliminary consultation), to at least one European end-customer of a supply similar to the subject of the contract with a minimum amount of € _____. Similar supply is defined as the provision of health and health care IT services, as represented below:

TYPE OF SUPPLY/SERVICE	CLIENT	DATA	AMOUNT

DECLARE, finally:

8) remunerative the economic offer submitted since for its formulation took note and took into account:

(a) of the contractual conditions and charges including those, if any, relating to safety, insurance, working conditions and social security and assistance in force at the place where supplies and services are to be carried out;
b) of all general, particular and local circumstances, none excluded and excepted, which may have influenced or affected both the performance of the services and the determination of its bid;
9) to accept, without condition or reservation, all the rules and provisions contained in the tender documents;
10) to agree to comply with the obligations of traceability of financial flows pursuant to Law No. 136/2010 and accept the clauses of the Protocol of Legality of the Prefecture of Naples, to which the University has adhered on 10.12.2021, following resolution of the Board of Directors No. 34 of 27.10.2021. The clauses of that Protocol, with the clarifications formulated by this Administration, must be signed by the company when entering into the contract or subcontract, under penalty of forfeiture of the award, and are as follows:

Clause 1): The undersigned firm declares that it is aware of and accepts the express termination clause that provides for the immediate and automatic termination of the contract, or the revocation of the authorization to subcontract or sub-subcontract, should the Prefecture be notified, subsequent to the stipulation of the contract or subcontract, of interdiction information pursuant to Article 84 of Legislative Decree No. 159/2011, as amended. Similar resolutive effect will result from the ascertained existence of hypotheses of formal and/or substantial connection or agreements with other companies participating in the competitive procedures of interest. If the contract has been entered into while awaiting the acquisition of anti-mafia information, a penalty in the amount of 10% of the value of the contract or, if the same is not determined or determinable, a penalty equal to the value of the services at the time performed will also be applied against the company, which is the subject of the subsequent interdiction notice; the aforementioned penalties will be applied by means of automatic deduction, by the contracting station, of the relevant amount from the sums due to the company in relation to the first useful disbursement. In the event of the Prefect's issuance of an information pursuant to Article 1septies, Decree Law No. 629 of September 6, 1982, converted by Law No. 726 of October 12, 1982, the Contracting Authority reserves the right to discretionally assess the advisability of excluding the firm affected by the aforementioned information from the procedure and from any subcontracts, as well as to proceed to the termination of the contracts in progress.
Clause 2): The undersigned firm undertakes to notify the contracting station of the list and data of the firms involved in the contracting plan with regard to the fields of activity set forth in Article 2 of the Protocol, as well as any subsequent changes for any reason.
Clause 3): The undersigned company undertakes to include in all subcontracts/subcontracts the express termination clause for the case of the emergence of interdiction notices, i.e. rejection of registration on the so-called white list for the sectors of interest, against the subcontractor/subcontractor.
Clause 4): The undersigned firm undertakes to notify the Prefecture without delay, giving notice to the Contracting Authority, of any attempt at extortion, intimidation or conditioning of a criminal nature in whatever form it may be manifested against the contractor, any members of the corporate structure or their family members (request for bribes, pressure to direct the hiring of personnel or the entrusting of work, supplies, services or the like to certain firms, damage or theft of personal property or on the worksite, etc.). This is without prejudice to the obligation to report the same facts to the Judicial Authority, as per clause No. 5 below. The aforementioned fulfillment is essential to the execution of the

contract, and its non-fulfillment will result in the express termination of the contract itself as per Article 1456 of the Civil Code.
Clause 5): The undersigned firm undertakes to report to the Judicial Authority or to the Police Bodies any unlawful request for money, benefit or other utility made to it prior to the tender and/or award or during the execution of the works, including through its agents, representatives or employees, and in any case any unlawful interference in the award procedures or in the execution phase of the works. The Contracting Authority and the Prefecture shall be informed of the report, as per clause No. 4 above. The aforementioned fulfillment is essential for the execution of the contract, and its non-fulfillment will give rise to the express termination of the contract itself as per Article 1456 of the Civil Code.
Clause 6): The undersigned firm undertakes to assume all burdens and expenses, at its own expense, arising from the agreements/protocols promoted and entered into by the Contracting Authority with the competent Bodies and/or organs in the field of security, as well as the repression of crime, aimed at the prior verification of the execution program of the works with a view to the subsequent monitoring of all phases of the execution of the work, the services to be performed and the subjects who will carry it out, as well as compliance with the obligations arising from such agreements.
Clause 7): The undersigned firm agrees to enforce compliance with this Protocol by subcontractors/sub-subcontractors through the inclusion of contractual clauses of similar content to those in this contract.
Clause 8): The undersigned company undertakes to include in subcontracts/subcontracts a clause that makes the acceptance and, therefore, the effectiveness of the assignment of receivables made to parties other than those indicated in Legislative Decree No. 50 of April 18, 2016, subject to the prior acquisition by the Contracting Authority, in the manner set forth in Articles. 2 and 3 of this Protocol, of the anti-Mafia information referred to in Articles 84 and 91 of Legislative Decree No. 159 of September 6, 2011, to be borne by the assignee and to reserve the right to refuse credit assignments made in favor of assignees for whom the Prefecture provides anti-Mafia information of a prohibitory tenor. Similar discipline must be provided for all parties, in any capacity involved in the execution of the works, who will enter into an assignment of receivables.
Clause 9): The undersigned company undertakes to proceed with the secondment of labor, as governed by art. 30 of Legislative Decree no. 276 of September 10, 2003, only subject to the Contracting Authority's authorization for the entry of the seconded workers to the construction site; said authorization is subject exclusively to the Contracting Authority's prior acquisition of the anti-mafia information referred to in articles 84 and 91 of Legislative Decree no. 159 of September 6, 2011, on the seconding company. Similar discipline must be provided for all those subjects, in any capacity involved in the execution of the works, who will avail themselves of the faculty of labor detachment.
Clause 10): The contractor undertakes to promptly notify the Prefecture and the Judicial Authority of attempts at extortion that have, in any way, manifested themselves against the contractor, corporate bodies or company executives. The aforementioned fulfillment is essential to the execution of the contract, and its non-fulfillment will give rise to the express termination of the contract itself, pursuant to Article 1456 of the Civil Code, whenever in respect of public administrators who have exercised functions related to the stipulation and execution of the contract, a precautionary measure has been ordered or an indictment has been issued for the crime provided for in Article 317 of the Criminal Code.
Clause 11): The undersigned firm declares that it is aware of and accepts the Contracting Authority undertakes to avail itself of the express termination clause, pursuant to art. 1456 of the Italian Civil

Code, whenever a precautionary measure has been ordered against the contractor or members of the corporate structure, or managers of the firm, or an indictment has been issued for any of the offenses referred to in arts. 317 of the Criminal Code, 318 of the Criminal Code, 319 of the Criminal Code, 319-bis of the Criminal Code, 319-ter of the Criminal Code, 319-quater of the Criminal Code, 320 of the Criminal Code, 321 of the Criminal Code, 322 of the Criminal Code, 322-bis of the Criminal Code, 346-bis of the Criminal Code, 353 of the Criminal Code and 353-bis of the Criminal Code.

Clause 12): The undersigned firm declares that it knows and accepts the express termination clause that provides for the immediate and automatic termination of the contract or the revocation of the authorization to subcontract or sub-subcontract as well as the application of the administrative pecuniary sanctions set forth in Law 136/2010 and subsequent amendments if any financial movement (incoming or outgoing) is made without the use of intermediaries and dedicated accounts as set forth in Article 3 of the aforementioned law. The undersigned company declares that it knows and accepts the obligation to make receipts and payments, relating to the contracts referred to in this Protocol, through dedicated accounts opened with an authorized intermediary by means of bank or postal transfer, or with other payment instruments suitable to allow the full traceability of transactions, the non-use of which constitutes cause for termination of the contract; in the event of violation of this obligation, without justified reason, a penalty will be applied to the extent of 10% of the value of each individual financial movement to which the violation refers, automatically drawing the amount from the sums due in relation to the first useful disbursement.

Clause 13): The undersigned firm declares that it is aware of and accepts the express clause providing for the immediate and automatic termination of the contract or revocation of the contract or sub-contract authorization in the event of serious and repeated failure to comply with the provisions on employment, hygiene and safety at work, including with regard to the appointment of the person in charge of safety and the protection of workers in contractual and trade union matters. For this purpose, the following shall be considered, in any case, as serious non-compliance: violation of regulations that resulted in the seizure of the workplace, validated by the Judicial Authority; non-compliance with the requirements imposed by the inspection bodies; the employment of personnel of the individual enterprise not resulting from the records or other mandatory documentation in an amount equal to more than 15 percent of the total number of workers employed at the construction site or factory.

Clause 14): The undersigned company undertakes to promptly notify the contracting station of any variation in the data reported in its own Chamber of Commerce certificates and those of their subcontractors/sub-subcontractors and, in particular, any variation occurring after the production of the certificate itself relating to the subjects referred to in Articles 85 and 91, paragraph 4, of Legislative Decree No. 159 of September 6, 2011, to be subjected to anti-mafia verification. In case of violation, the sanctions provided for in Article 14 of the Protocol will be applied.

Clause 15): The undersigned firm commits to full compliance with all the provisions of the Protocol of Legality signed between the Prefecture and the Contracting Station and to be fully aware of and accept, the system of sanctions provided therein.

11) to be aware that the contract is governed by the current Integrated Plan of Activities and Organization of Athenaeum (PIAO) , by the National and Athenaeum Codes of Conduct available on the website www.unina.it and undertakes, in case of award, to observe and have its employees and

collaborators observe, to the extent applicable, the aforementioned codes of conduct, under penalty of termination of the contract;

12) only for economic operators having their headquarters, residence or domicile in countries included in the so-called "black lists."
to be in possession of the valid authorization issued pursuant to Ministerial Decree December 14, 2010 of the Ministry of Economy and Finance pursuant to (Art. 37 of Law Decree 78/2010, conv. in Law 122/2010) or declares that it has applied for authorization pursuant to Art. 1 paragraph 3 of Ministerial Decree 14.12.2010 and attaches a certified copy of the application for authorization sent to the Ministry;

13) only for non-resident economic operators without a permanent establishment in Italy: undertakes to comply, in the event of award, with the regulations set forth in Articles 17, paragraph 2, and 53, paragraph 3, of Presidential Decree 633/1972 and to notify the contracting station of the appointment of its tax representative, in the forms required by law;

14) If a bidder exercises the right of "access to records."

- ☐ To authorize, the University to release copies of all documents submitted for participation in the tender;

or

- ☐ not to authorize, the University to release copies of the technical offer and the explanations that may be requested during the verification of anomalous offers, as they are covered by technical/commercial secrecy (in this regard, it encloses the reasons formulated in compliance with the requirements of the Tender Regulations.

15) that I am informed, pursuant to and for the purposes of Article 13 of Legislative Decree No. 196 of June 30, 2003, and Regulation (EC) No. 2016/679/EU of April 27, 2016, that the personal data collected will be processed, including by computer, exclusively in the context of this tender, as well as the existence of the rights referred to in Article 7 of the same Legislative Decree, as well as Regulation (EC);Only for economic operators admitted to the arrangement with business continuity referred to in Article 186 bis of R.D. March 16, 1942, no. 267: indicates, in addition to what is indicated in Part III, sect. C, lett. d) of the DGUE, the following details of the measure of admission to the arrangement and the measure of authorization to participate in the tenders with an indication of the tender procedures and the Court that issued the said measure, as well as declares that it does not participate in the tender as the principal of a temporary grouping of companies and that the other companies belonging to the grouping are not subject to bankruptcy proceedings pursuant to Article 186 *bis,* paragraph 6 of R.D. March 16, 1942, no. 267:

_____

_____

Date_____ SIGNATURE [ii]

_____

They declare that they are in formats of the following:
Information pursuant to Art. 13 of Regulation (EU) 679/2016 laying down rules on the processing of personal data.

The data collected with this form are processed for the purposes of the procedure for which they are issued and will be used exclusively for that purpose and in any case within the institutional activities of the University of Naples Federico II. The data controller is the University, in the persons of the Rector and the Director General, in relation to specific competencies. Exclusively for issues concerning non-compliant processing of your personal data, you may contact the Data Controller by sending an email to the following address: ateneo@pec.unina.it; or to the Data Protection Officer: rpd@unina.it; PEC: rpd@pec.unina.it. For any other instance related to the proceedings in question, you can send a pec to dip.sanitapubblica@pec.unina.it. Data subjects are entitled to the rights set forth in Articles 15-22 of the EU Regulation. Full information, regarding the processing of personal data collected, can be found on the University's website: http:*//www.unina.it/ateneo/statuto-e-normativa/privacy.*

(i) For artisan enterprises, the owner's salary is understood to be included in the minimum required percentage. For sole proprietorships and partnerships, the value of the owner's and partners' remuneration is equal to five times the value of the conventional remuneration determined for INAIL contribution purposes.

(ii) These declarations must be signed in compliance with the procedures set forth in Article 38, paragraph 3, of Presidential Decree 445/2000, by uploading to the system a photocopy of the subscriber's identity document. It should be noted that the absence of the signature and/or photocopy of the undersigned's document is not cause for automatic exclusion, and the bidder will be invited to rectify this irregularity within the deadline indicated by the Administration in the relevant request. If this irregularity is not remedied within the deadline indicated therein, the bidder will be excluded from the continuation of the bidding process.