

Repertoire No. \_\_\_\_\_ of \_\_\_\_\_

ITALY

UNIVERSITY OF NAPLES FEDERICO II

*DEPARTMENT OF PHARMACY*

PROCUREMENT CONTRACT RELATING TO THE SUPPLY OF A "Automated mRNA Production System at scale suitable for drug discovery and preclinical development with Critical Reagent Supply and Processing System – Lot 1; AND/OR "Automated System for GMP mRNA production at scale for clinical stages and commercial production with Critical – Lot 2", AT THE DEPARTMENT OF PHARMACY OF THE UNIVERSITY OF NAPLES FEDERICO II - AS PART OF THE PROJECT "PNRR MISSION 4, COMPONENT 2, INVESTMENT 1.4 "STRENGTHENING RESEARCH FACILITIES AND CREATION OF "NATIONAL R&D CHAMPIONS" ON SOME KEY ENABLING TECHNOLOGIES" INITIATIVE FUNDED BY THE EUROPEAN UNION – NEXTGENERATIONEU. NATIONAL CENTER FOR GENE THERAPY AND DRUGS BASED ON RNA TECHNOLOGY DEVELOPMENT OF GENE THERAPY AND DRUGS WITH RNA TECHNOLOGY MUR PROJECT CODE: CN00000041".

HIGHEST BIDDER: \_\_\_\_\_

LOT NO. \_\_\_\_\_

CIG \_\_\_\_\_

CUP: E63C22000940007

The year \_\_\_\_\_ on the \_\_\_\_\_ day of the month of \_\_\_\_\_ at the premises \_\_\_\_\_ located in \_\_\_\_\_, before me Dr./Dr. \_\_\_\_\_, Substitute Rogant Officer, authorized by Decree of the Director General, no. \_\_\_\_\_



of \_\_\_\_\_ to draw up and receive in public administrative form the deeds and contracts that are stipulated in the interest of the University itself pursuant to art. 60 of the current University Regulations for Administration, Finance and Accounting, as Rogue Officer, the following have been established:

on the one hand

the University of Naples Federico II - VAT number 00876220633, in the person of the Director of the Department of Pharmacy, delegated to the stipulation of contracts, just Decree \_\_\_\_\_ domiciled for the office at \_\_\_\_\_, hereinafter referred to as *the University*

on the other

The Company \_\_\_\_\_ - VAT number \_\_\_\_\_ with registered office in \_\_\_\_\_, in the person of Mr./Mrs. \_\_\_\_\_, born in \_\_\_\_\_ on \_\_\_\_\_, CF. \_\_\_\_\_, as legal representative of the Company, and domiciled for the office at the registered office of the same Company, hereinafter referred to as *the Company*;

Said appearants - in possession of the legal requirements and of whose identity I, Rogant Substitute Officer, am personally certain - with this document received in electronic mode pursuant to art. 18 of Legislative Decree 36/2023, ask me to state the following

Whereas,



- with Determination to contract of the Director of the Department no. 707 of 20/06/2024, an open procedure was launched, with the application of the criterion of the most economically advantageous offer identified on the basis of the best value for money, pursuant to Articles 71 and 108, paragraph 1 of Legislative Decree no. 36/2023, for the supply of a '*Automated mRNA Production System at scale suitable for drug discovery and preclinical development with Critical Reagent Supply and Processing System – Lot 1; 'Automated System for GMP mRNA production at scale for clinical stages and commercial production with Critical – Lotto 2*'. at the Department of Pharmacy as part of the Project '*PNRR Mission 4, Component 2, Investment 1.4 'Strengthening research facilities and creation of 'national R&D champions' on some Key Enabling Technologies' Initiative funded by the European Union – NextGenerationEU. National Center for Gene Therapy and Drugs based on RNA Technology Development of gene therapy and drugs with RNA technology MUR project code: CN00000041*' – for a total amount of € 6,410,926.96 plus VAT, with delivery times of within 4 months from the signing of the contract (or from the report of early execution, pursuant to art. 17 par. 8, 9 of Legislative Decree no. 36/2023 as amended, and art. 8 of Law no. 120 of 11 September 2020, converting into law, with amendments, Legislative Decree no. 76 of 16 July 2020) for Lot 1; within 8 months from the signing of the contract (or from the report of early execution, pursuant to Articles 17 paragraph 8, 9 of Legislative Decree 36/2023 as amended, and from Article 8 of Law No. 120 of 11 September 2020, converting into law, with amendments, Legislative Decree No. 76 of 16 July 2020) for Lot 2.

- by means of the minutes of the public meeting of \_\_\_\_\_ the Commission formulated the proposal for the award of the contract in favor of \_\_\_\_\_;

- by Decree of the Director of the Department no. \_\_\_\_\_ of \_\_\_\_\_, the proposal for the award of the tender procedure for the award of the " \_\_\_\_\_ " was



approved, in favor of the company \_\_\_\_\_ the conditions set out in the tender documents, the technical offer submitted and the economic offer containing a percentage discount compared to the basic tender price equal to \_\_\_\_\_, with a consequent total price offered equal to € \_\_\_\_\_, all in addition to VAT as required by law;

- by Decree of the Director of the Department no. \_\_\_\_\_ of \_\_\_\_\_, the tender procedure concerning " \_\_\_\_\_ " was awarded, immediately effective, at the Department of Pharmacy as part of the *Project 'PNRR Mission 4, Component 2, Investment 1.4 'Strengthening research facilities and creation of 'national R&D champions' on some Key Enabling Technologies' Initiative funded by the Union European Union – NextGenerationEU. National Center for Gene Therapy and Drugs based on RNA Technology Development of gene therapy and drugs with RNA technology MUR project code: CN00000041'* in favor of the company \_\_\_\_\_ under the conditions set out in the tender documents and the technical and economic offer containing a percentage discount compared to the basic tender price equal to \_\_\_\_\_, with a consequent total price offered equal to € \_\_\_\_\_, all in addition to VAT as required by law;

- the Company has \_\_\_\_\_ complied with the requirements of D.P.C.M. no. 187/91 correct declaration received by certified email on \_\_\_\_\_, taken into the University protocol with no. \_\_\_\_\_ of \_\_\_\_\_;

- the \_\_\_\_\_ constituted the definitive guarantee by means of a bank guarantee no. \_\_\_\_\_ issued on \_\_\_\_\_ by Banca \_\_\_\_\_, Branch of \_\_\_\_\_, accompanied by a declaration of role issued by the signatory of the guarantee and the relative power of attorney that the University accepts, having found that the amount of the same corresponds to that provided for in the tender documents;



- the Company has produced policy no. \_\_\_\_\_, issued on \_\_\_\_\_ by the Company \_\_\_\_\_;
- the company is \_\_\_\_\_ regular for the purposes of the DURC, as per INPS certificate, prot. no. INPS\_\_\_\_\_ expiring on \_\_\_\_\_;
- the University has fulfilled the obligations referred to in Legislative Decree 159/2011, through access to the National Anti-Mafia Database with requests for anti-Mafia information prot. no. \_\_\_\_\_ for the \_\_\_\_\_ company, with the acquisition of a provisional anti-mafia release \_\_\_\_\_;
- that this contract is stipulated within the term of 60 days established by the above-mentioned Decree of the Director of the Department no. \_\_\_\_\_ of the award \_\_\_\_\_, effective immediately;

THAT BEING SAID,

the parties, as constituted above and of whose identity I am certain, confirm and ratify before me, Substitute Rogant Officer, the foregoing narrative, which forms an integral and substantial part of what is hereby documented and agreed, and stipulate as follows:

**ART.1** - The preamble above is pact.

**ART.2-** The University entrusts to the company \_\_\_\_\_, which accepts, declaring to give full and exact execution, the contract relating to the supply of \_\_\_\_\_, to be carried out in accordance with the provisions of the Technical Document and the Special Tender Specifications, the Technical Offer and the Economic Offer, which form an integral part and are materially attached to this contract and are digitally signed by the parties.

Furthermore, the aforementioned supply will be carried out in compliance with the documents - already made available among the tender documents - subject to a specific declaration of acceptance made as part of the administrative documentation submitted by



the Company are an integral part of this contract, even if not materially attached. By signing this contract, the Company confirms its unconditional and complete acceptance of the contents of these documents.

It must also be carried out in accordance with the National and University Codes of Conduct, the rules for the prevention of corruption referred to in the PIAO and the Legality Protocol, which are an integral part of this contract (even if not materially attached). These documents are also signed by both parties.

The Company also undertakes \_\_\_\_\_ to assume the obligations of traceability of financial flows pursuant to Law no. 136/2010 as amended and to comply – for the parts not in conflict with the latter – the provisions of the Legality Protocol of the Prefecture of Naples, to which the University adhered on 10/12/2021 that the same Company hereby accepts as formulated by the University and hereinafter reported and signed.

**ART. 3** – The time for the completion of the supply is set at \_\_\_\_\_ months starting from the signing of the contract (or from the report of early execution, pursuant to Articles 17 paragraph 8, 9 of Legislative Decree 36/2023 as amended, and by Article 8 of Law No. 120 of 11 September 2020, converting into law, with amendments, Legislative Decree No. 76 of 16 July 2020).

With regard to the regulation of the termination of the contractual relationship referred to in this deed, the parties refer in full to the provisions of art. 20 of the Special Conditions of the Contract.

**ART. 4** - By signing this contract, the Company undertakes to comply with all the obligations prescribed by the Technical Document and the Special Tender Specifications.

**ART. 5** - The University will pay the contractual amount of € \_\_\_\_\_ plus VAT for the execution of the contract, as required by law.



**ART. 5 bis** - In consideration of the fact that the University has availed itself of the right, provided for in Article 92, paragraph 3, of Legislative Decree no. 159/2011 and subsequent amendments, to proceed with the stipulation of this contract even in the absence of anti-mafia information for the successful bidder, all fees related to the execution of this contract are paid under termination condition and the University will withdraw from the same, if elements relating to mafia infiltration attempts are ascertained, even after the contract has been signed, without prejudice to the payment of the value of the works already carried out and the reimbursement of the expenses incurred for the execution of the remainder, within the limits of the benefits achieved. In any case, reference should be made to the provisions of clause 4) of the legality protocol set out below, which applies within the limits of compatibility with the rules laid down in the aforementioned Article 92.

**ART. 6** - The coordination, organization and control of the execution of the service are delegated to the Sole Project Manager, identified in the person of Dr. Mariarosaria Persico, e-mail [mrpersic@unina.it](mailto:mrpersic@unina.it); pec: [mariarosariapersico@personale.pec.unina.it](mailto:mariarosariapersico@personale.pec.unina.it). The Director of Contract Execution is Dr./Dr. \_\_\_\_\_, mail: \_\_\_\_\_; pec: \_\_\_\_\_.

**ART. 7** - For penalties, reference is made to the provisions of Article 19 of the Special Tender Specifications.

**ART. 8** – The Company may subcontract, in accordance with what was declared during the tender.

The company may not subcontract before having received formal authorization from the Sole Project Manager, upon the positive outcome of the legal checks.

**ART. 9** - Pursuant to Article 22 of the Special Tender Conditions, this contract is subject to verification of conformity at the time of completion of the supply.

**ART. 10** – The termination of this contract is governed by Article 20 of the Special Tender Specifications to which reference is made in full, with the clarification that the University will



proceed with the immediate and automatic termination of the contract, pursuant to Article 1456 of the Italian Civil Code (express termination clause), even in the cases provided for by the Legality Protocol, without prejudice to compensation for any further damage.

The contract will also be terminated by law in the event of non-use of the bank transfer, pursuant to art. 3 of Law no. 136/2010 and subsequent amendments and additions.

The University may also terminate the contract in the event of a breach of the obligations deriving from the current PIAO and the National and University Code of Conduct.

In any case of termination of the contract, compensation for any further damage is reserved.

**ART. 11** - In the event of any disputes, the Court of Naples shall have exclusive jurisdiction.

**ART. 12** - By signing this deed, the Company declares that it is in compliance with the insurance positions referred to in current legislation, as well as that it respects the application of the contractual rules in force on employment relationships during the entire duration of the contract, ensuring that the workers engaged in the activity covered by this contract receive the economic benefits provided for by the collective agreement of reference, insuring staff against civil liability towards workers and third parties.

The Company also undertakes to notify the University of any change in the legal representative, as well as any mergers, demergers, incorporations, transformations or changes in the company's name.

**ART. 13** – The assignment of the contract is prohibited. In the event of a breach, the Administration reserves the right to terminate the contract by law and forfeit the final guarantee, without prejudice to the right to act for compensation for any further consequent damage suffered. For the transferability of receivables deriving from the stipulation of this contract, the provisions of current legislation remain unaffected.

**Art. 14** – the Company \_\_\_\_\_ declares to elect its domicile in the \_\_\_\_\_ of  
Via \_\_\_\_\_, telephone \_\_\_\_\_ and fax \_\_\_\_\_; e-mail \_\_\_\_\_,





PEC \_\_\_\_\_, where it gives the University the right to send, notify, communicate any judicial or extrajudicial act concerning the contractual relationship, thus exempting the University Administration from any charge regarding any non-contact due to any cause whatsoever.

**ART. 15** – For all that concerns invoicing and payments, the parties agree as follows: - the company must address the electronic invoice to the Unique Code of the Department's Identification Office \_\_\_\_\_ making it payable to the University of Naples Federico II - reporting in the same the relative CIG, the CUP and the contractual reference;- the company may issue the invoice only after receiving a certificate of regular execution issued by the Project Manager. The electronic invoice will be refused by the University if it has been issued by the company in the absence of the prior communication referred to above; - the RUP will send the certificate of regular execution for the purpose of confirmation and, subsequently, to the company for the issuance of the invoice; the Company undertakes to correctly execute the provisions of this article and expressly declares to exempt the University from any responsibility for delays attributable to its failure to comply with the procedure established above.

Payments will be made, according to the terms and conditions set forth in art. \_\_\_\_\_ of the Specifications, by bank transfer, to the following bank account: Banca \_\_\_\_\_, branch of \_\_\_\_\_ Address \_\_\_\_\_ - Iban Code: \_\_\_\_\_.

The persons authorized to operate on this account are: \_\_\_\_\_, C.F. \_\_\_\_\_, residing in \_\_\_\_\_ Address \_\_\_\_\_ e Mr. \_\_\_\_\_, C.F. \_\_\_\_\_, residing in \_\_\_\_\_ Address \_\_\_\_\_.

The Company expressly \_\_\_\_\_ declares to exempt the University from any liability for payments made in the aforementioned manner.



Finally, it should be noted that the payment of the fees, minus any penalties, will be made within 30 days from the date of acceptance of the electronic invoice. It is understood that at the time of payment, a withholding tax of 0.50% will be applied on the progressive net amount of the benefits, to be released at the time of final settlement.

**ART. 16** - Registration and stamp duty fees are charged to the Company and are paid electronically.

**ART. 17** – The company declares that it has not entered into employment or self-employment contracts and, in any case, that it has not assigned tasks to former employees, who have exercised authoritative or negotiating powers on behalf of the public administrations in respect of itself in the three years following the termination of the relationship; to be aware that, pursuant to the aforementioned Article 53, paragraph 16-ter, the contracts concluded and the assignments conferred in violation of these provisions are null and void and that it is forbidden for the private entities that have concluded or conferred them to contract with the public administrations for the following three years, with the obligation to return any fees received and ascertained relating to them; to undertake, where the contracting authority so requests, in compliance with the provisions of art. 53, paragraph 16 ter of Legislative Decree no. 165/2001, to send the updated organizational chart of all employees (in any capacity hired with negotiating functions and/or authoritative powers) relating to the last three years from the date of the award/award measure relating to the procedure referred to in this contract.

**ART. 18** – The Company also undertakes to comply with confidentiality and data processing obligations. The parties agree that, during and after the contractual period, they will keep confidential any data and information of the other party and will not disclose this information to third parties without the prior written consent of the other party. The Company \_\_\_\_\_ may not use any information or data acquired during the contractual relationship or create databases for commercial and/or dissemination purposes without prior



authorization from the University and within the limits strictly related to the tax obligations relating to the fulfillment of this contract. The Company \_\_\_\_\_ acknowledges that the University will process the data contained in this contract and acquired during the execution of the contractual relationship for the purposes of the procedure for which they are released and will be used exclusively for this purpose and in any case, within the institutional activities of the University of Naples Federico II. The Company \_\_\_\_\_ acknowledges that the Data Controller is the University, in the persons of the Rector and the Director General, in relation to the specific competences. To contact the Data Controller, an email can be sent to: [ateneo@pec.unina.it](mailto:ateneo@pec.unina.it). The Company also \_\_\_\_\_ acknowledges that complete information on the processing of personal data collected can be found on the University website: <http://www.unina.it/ateneo/statuto-e-normativa/privacy>. The parties, as far as compatible, refer, in any case, to the provisions of the Code regarding the protection of personal data pursuant to Legislative Decree no. 196/2003 as supplemented by Legislative Decree no. 101 of 10 August 2018 containing "Provisions for the adaptation of national legislation to the provisions of EU Regulation 2016 no. 679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation)".

**ART. 19** – The Company specifically accepts, pursuant to and for the purposes of Article 1341 of the Italian Civil Code, the provisions contained in Articles 2, 3, 4, 5, 5bis, 5ter, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20 of this contract.

**ART. 20** – The Company specifically accepts the clauses contained in the Prefecture's Legality Protocol, to which the University adhered on 10/12/2021. The clauses of this Protocol, with the clarifications formulated by this Administration, must be signed by the company at the

time of stipulation of the contract or subcontract, under penalty of forfeiture of the award, and are as follows:

Clause 1): The undersigned company declares to know and accept the express termination clause that provides for the immediate and automatic termination of the contract, or the revocation of the authorization to subcontract or subcontract, should the Prefecture communicate disqualification information pursuant to art. 84 of Legislative Decree no. n. 159/2011 and subsequent amendments. A similar resolving effect will derive from the ascertained existence of hypotheses of formal and/or substantial connection or agreements with other companies participating in the insolvency proceedings of interest. If the contract has been stipulated pending the acquisition of anti-mafia information, a penalty equal to the value of the contract will also be applied to the company, subject to the subsequent disqualification notice, or, if the same is not determined or determinable, a penalty equal to the value of the services currently performed; The aforementioned penalties will be applied by automatic deduction, by the contracting authority, of the relevant amount from the sums due to the company in relation to the first useful disbursement. In the event that the Prefect issues information pursuant to Article 1septies, Legislative Decree No. 629 of 6 September 1982, converted into Law No. 726 of 12 October 1982, the Contracting Authority reserves the right to assess at its discretion the advisability of excluding the company concerned from the aforementioned information from the procedure and from any subcontract, as well as to proceed with the termination of contracts in progress.

Clause 2): The undersigned company undertakes to communicate to the contracting authority the list and data of the companies involved in the award plan with regard to the sectors of activity referred to in art. 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 in the event that disqualification information emerges, or



rejection of the registration in the so-called white list for the sectors of interest, at the expense of the subcontractor/subcontractor.

Clause 4): The undersigned company undertakes to inform the Prefecture without delay, notifying the contracting authority, of any attempt at extortion, intimidation or conditioning of a criminal nature in any form that manifests itself against the entrepreneur, any members of the company or their family members (request for bribes, pressure to direct the hiring of personnel or the assignment of work, supplies, services or the like to certain undertakings, damage to or theft of personal property or property on the construction site, 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 fulfilment is essential for the purposes of the execution of the contract and its non-fulfilment will give rise to the express termination of the contract itself pursuant to art. 1456 c.c.

Clause 5): The undersigned company undertakes to report to the Judicial Authority or to the Police Bodies any unlawful request for money, services or other benefits made to it before the tender and/or the assignment or during the execution of the works, also 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 complaint, as per clause no. 4 above. The aforementioned fulfilment is essential for the purposes of the execution of the contract and its non-fulfilment will give rise to the express termination of the contract itself pursuant to art. 1456 c.c.

Clause 6): The undersigned company undertakes to assume all charges and expenses, at its own expense, deriving from the agreements/protocols promoted and stipulated by the contracting authority with the competent bodies and/or bodies in the field of security, as well as the repression of crime, aimed at the preventive verification of the program of execution of the works in view of the subsequent monitoring of all phases of execution of the work, the



services to be performed and the parties who will perform them, as well as compliance with the obligations arising from these agreements.

Clause 7): The undersigned company undertakes to ensure compliance with this Protocol by subcontractors/subcontractors by inserting contractual clauses similar in content to those set out in this contract.

Clause 8): The undersigned company undertakes to insert in the 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 18 April 2016, to the prior acquisition by the Contracting Authority, in accordance with the procedures set forth in art. 2 and 3 of this Protocol, of the anti-mafia information referred to in art. 84 and 91 of Legislative Decree no. 159 of 6 September 2011, at the expense of the assignee and to reserve the right to refuse the assignment of the receivable made in favour of assignees for whom the Prefecture provides anti-mafia information of a disqualifying nature. Similar rules must be provided for all subjects, 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 posting of the workforce, as governed by art. 30 of Legislative Decree no. 276 of 10 September 2003, only after authorization by the contracting authority for the entry of posted workers into the construction site; this authorization is subject exclusively to the prior acquisition, by the contracting authority itself, of the anti-mafia information referred to in art. 84 and 91 of Legislative Decree no. 159 of 6 September 2011 on the posting company. Similar rules must be provided for all those subjects, in any capacity involved in the execution of the works, who will make use of the right to post the workforce.

Clause 10): The contractor undertakes to promptly notify the Prefecture and the Judicial Authority of any attempts at bribery that have, in any way, manifested against the



entrepreneur, the corporate bodies or the company managers. The aforementioned fulfilment is essential for the execution of the contract and its non-fulfilment will give rise to the express termination of the contract itself, pursuant to art. 1456 of the Italian Civil Code, whenever a precautionary measure has been ordered against public administrators who have exercised functions related to the stipulation and execution of the contract, or an indictment has been made for the offence provided for by art. 317 of the Criminal Code.

Clause 11): The undersigned company declares that it knows and accepts the Contracting Authority undertakes to make use of the express termination clause, pursuant to art. 1456 of the Italian Civil Code, whenever precautionary measures have been ordered against the entrepreneur or members of the corporate structure, or the managers of the company, or have been indicted for any of the crimes referred to in the articles. 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-quarter 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 company declares that it is aware of and accepts the express termination clause which provides for the immediate and automatic termination of the contract or the revocation of the authorization to subcontract or subcontract as well as the application of the administrative pecuniary sanctions referred to in Law 136/2010 and subsequent amendments if a financial movement (incoming or outgoing) is carried out without making use of the intermediaries and dedicated accounts referred to in art. 3 of the aforementioned law. The undersigned company declares that it is aware of and accepts the obligation to make collections and payments, relating to the contracts referred to in this Protocol, through dedicated accounts opened with an authorized intermediary by bank or postal transfer, or with other payment instruments suitable to allow full traceability of the



transactions, the non-use of which constitutes cause for termination of the contract; In the event of a breach of this obligation, without justified reason, a penalty of 10% of the value of each individual financial transaction to which the breach refers, automatically deducting the amount from the sums due in relation to the first useful disbursement.

Clause 13): The undersigned company declares that it is aware of and accepts the express clause that provides for the immediate and automatic termination of the contract or the revocation of the authorization of the contract or sub-contract in the event of serious and repeated non-compliance with the provisions on employment, health and safety at work, also with regard to the appointment of the person responsible for the safety and protection of workers in contractual and trade union matters. To this end, the following are considered serious breaches: the violation of rules that led to 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 company not resulting from the records or other mandatory documentation in an amount equal to more than 15% of the total number of workers employed on the site or in the factory.

Clause 14): The undersigned company undertakes to promptly notify the contracting authority of any change in the data contained in its own Chamber of Commerce certificates and those of their subcontractors/subcontractors and, in particular, any change that has occurred after the production of the certificate itself relating to the subjects referred to in art. 85 and 91, paragraph 4, of Legislative Decree no. 159 of 6 September 2011 to be subjected to anti-mafia verification. In case of violation, the sanctions provided for by art. 14 of the Protocol.

Clause 15): The undersigned company undertakes to fully comply with all the provisions of the Legality Protocol signed between the Prefecture and the Contracting Authority and to be fully aware of and accept the sanctioning system provided for therein.





The contract is also governed by art. 19, paragraphs 4 and 5, of the Implementing Regulation of Regional Law no. 3 of 27 February 2007 on "Discipline of public works, services and supplies in Campania Discipline of public works, services and supplies in Campania" aimed at protecting the integrity and legality in the phase of execution of works, services and supplies and avoiding the establishment and continuation of contractual relationships with contractors that may be subject to infiltration and unlawful pressure from parties unrelated to the contract or concession relationship, and to facilitate the successful tenderers in reporting facts tending to alter the correct and legal performance of the services, consisting in particular of acts of intimidation or extortion perpetrated against them or to the detriment of subcontractors and which are referred to below:

- if, in the course of the performance of the contract, the contracting authority, including through the offices of the person responsible for the procedure and the supervision of the works, finds, on the basis of specific factual elements, the presence of unlawful and multiple pressures on the part of persons unrelated to the contract relationship which tend to condition or alter the correct and lawful performance of the services, represents the situation, without delay and confidentially, to the Prefect responsible for the territory, so that the appropriate investigations are carried out, aimed at verifying the presence of infiltration or pressure against the contractor or any of the subcontractors. The clause itself provides, pursuant to art. 51, paragraph 4, of the Law, the obligation of the successful bidders to report any fact tending to alter the correct and legal performance of the services, as an essential element of the contract.

I, the Substitute Rogant Officer, have received this deed by reading it in a clear and intelligible voice to the parties, who before signing it digitally, have declared that the deed itself is in accordance with their will. The documents referred to in Article 2 above have been omitted by the express will of the parties, who declare that they have already taken cognizance of them.



This document has been written using computer tools by a person of my trust, on a number of twenty pages on the screen and the twenty-first up to this point and is signed in substantial electronic mode, pursuant to art. 52 bis of the Notarial Law, in the affixing of their digital signature, verified in its regularity pursuant to art. 14 of the D.P.C.M. 22 February 2013.

I, the Rogant Substitute Officer, have signed this electronic document with a digital signature.

Signatories:\_\_\_\_\_.

