



## DRAFT CONTRACT

Rep. No. \_\_\_\_\_

Reg. \_\_\_\_\_ of \_\_\_/\_\_\_/\_\_\_

**AID Initiative 013354/01/0 entitled**

***“Support for the paediatric hospital in the Odessa Oblast through the contribution of the Defence Industries Agency – Military Pharmaceutical Chemical Plant”***

**CONTRACT FOR THE SUPPLY OF HEALTHCARE TECHNOLOGIES AND CONSUMABLES, INCLUDING INSTALLATION, COMMISSIONING, MAINTENANCE AND TECHNICAL-PRACTICAL TRAINING OF STAFF FOR THE PAEDIATRIC HOSPITAL OF THE ODESSA OBLAST (UKRAINE) – Lot \_\_\_ relating to \_\_\_\_\_ - CIG Code \_\_\_\_\_**

between the undersigned:

\_\_\_\_\_, who declares that he is acting in this agreement exclusively in the name and on behalf of **the Military Pharmaceutical Chemical Plant** (hereinafter referred to as “MPCP” for brevity), Tax Code and VAT No. 07281771001, acting in his capacity as \_\_\_\_\_, hereinafter referred to in this agreement simply as **“the Buyer”** or **“the contracting authority”**;

***- on the one hand -***

and

\_\_\_\_\_, who declares that they are acting in this agreement exclusively in the name and on behalf of \_\_\_\_\_, with registered office in \_\_\_\_\_, Tax Code and VAT No. \_\_\_\_\_, whom they represent in their capacity as legal representative, hereinafter referred to simply as **“the Contractor”**;

*[in the case of a joint tender; indicate the details of all group members and the references of the Agreement/Power of attorney]*

***- on the other hand -***

## WHEREAS

1. the Director of the MFCP, by contract notice no. 458 of 15/04/2026, has launched an open tender procedure for the *“supply of healthcare technologies and consumables, including*



- installation, commissioning, maintenance and technical-practical training of staff for the paediatric hospital of the Odessa Oblast (Ukraine)”, divided into 5 Lots;*
2. the **maximum total amount** for Lot No. \_\_\_ and for the potential 12-month duration of the Contract, estimated as a lump sum, is € \_\_\_ (euro \_\_\_), exempt from VAT;
  3. following the tender procedure, Lot No. \_\_\_ was definitively awarded to the Contractor on \_\_\_, ref. no. \_\_\_, on the basis of the price offered of € \_\_\_, exempt from VAT;
  4. the Contractor has provided a performance guarantee in accordance with Article 117 of Legislative Decree No. 36/2023 and this Contract (**see: Annex A**);
  5. *(if applicable)* the Contractor relied on the capacities of other entities to submit its tender, as per the relevant Agreement attached to this document (**see: Annex \_\_\_**);
  6. the preliminary checks required by law and necessary for the signing of this Contract have been carried out.

### NOW THEREFORE

the said parties, in their aforementioned capacities, having ratified and confirmed the foregoing narrative, and considering it an integral and essential part of this Contract, agree and stipulate as follows:

### TITLE I - GENERAL PROVISIONS

#### Art. 1 - Governing rules and applicable regulations

1. The services covered by this contract are governed in the following order of priority:
  - a) the Special Tender Specifications, the terms of this Contract, the financial offer submitted by the Contractor during the tender procedure, the declarations and documentation submitted by the Contractor during the tender procedure, and any other document attached to and/or referred to in the foregoing. In the event of any conflict between the provisions contained in the documents listed above, precedence shall be given to the provision most favourable to the Buyer or, alternatively, where there is no provision most favourable to the Buyer, precedence shall be determined in accordance with the order in which the documents are listed in point (a) of this article, unless otherwise provided for in the contract;
  - b) the provisions of Legislative Decree No. 36/2023, as amended and supplemented, and, in any event, the sector-specific regulations governing public procurement;
  - c) the Civil Code and other regulatory provisions in force concerning private law contracts, insofar as not governed by the clauses and provisions of the sources referred to above.
2. The clauses of this Contract shall be automatically replaced, amended or repealed by virtue of mandatory provisions contained in laws or regulations that come into force subsequently, it being understood that, in any event, even where authoritative price adjustments occur that are favourable to the Contractor, the latter waives the right to bring legal proceedings or raise objections aimed at suspending or terminating the existing contractual relationship.
3. The Contractor is required to comply strictly with all applicable laws, regulations and rules, including those which may be enacted during the performance of the Contract.



## Art. 2 - Subject matter of the contract and place of performance

1. The subject matter of this contract is the award to the Contractor, who accepts, of Lot No. \_\_\_\_, relating to \_\_\_\_\_, of the tender procedure launched for the “*supply of healthcare technologies and consumables, including installation, commissioning, maintenance and technical-practical training of staff*” for the paediatric hospital of the Odessa Oblast.
2. The provision of goods and services covered by the contract is described in greater detail in the Special Tender Specifications and in the additional technical documentation attached thereto and referred to therein, to which reference is therefore made.
3. The provision of goods and services must be performed in accordance with the terms and conditions described in the Special Tender Specifications.
4. The healthcare technologies and consumables (hereinafter the “**Products**”) must be delivered to the paediatric hospital of the Odessa Oblast, located at (65000) Odessa, 3 Vitaliya Nesterenka Street, Peresyp District, Odessa, Odessa Oblast, Ukraine. Ancillary services relating to installation, testing, training of staff, sustainable management of consumables, and routine and non-routine maintenance of the equipment supplied must be provided at the same location.

## Art. 3 - Contract Value and Duration

1. The amount of this Contract, estimated as a “lump sum” for a potential duration of 12 months, is € \_\_\_\_ (euro \_\_\_\_), VAT-exempt pursuant to Article 8 of Presidential Decree No. 633/1972.
2. The duration of the Contract is 12 (twelve) months, commencing on the date on which this Contract is signed by both parties. The Contract shall, in any event, cease to have legal effect upon the expiry of the 12-month period, without the need for any notice from the contracting authority.
3. The Buyer reserves the right to commence the performance of the contract on an urgent basis should the conditions and requirements set out in Article 17, paragraphs 8 and 9 of Legislative Decree No. 36/2023 be met.
4. The amount offered by the Contractor is understood to include, amongst other things: overheads, profit, transport and unloading, as well as any other cost arising from the performance of the supply and ancillary services. The price is also deemed to cover the charges and costs arising both from the necessary adoption of exceptional or unforeseen measures for the performance of the Contract and from the administrative management of the contract.

## Art. 4 - Domicile and representation of the Contractor

1. The Contractor has elected domicile at \_\_\_\_\_.
2. The Contractor has provided the contact details and contact persons for the Contract, as set out below: \_\_\_\_\_.

## Art. 5 - Project Manager and contact details

1. The Project Manager for this Contract is Ten. Col. Mario Ciccotti.



2. All communications relating to this Contract must be in writing and sent, depending on the subject matter of the communication, to the Procedure Manager, the Project Manager and/or a designated representative, including via certified email, fax or email, provided that a confirmation of receipt is obtained.
3. Communications concerning, directly or indirectly, the paediatric hospital of the Odessa Oblast (Ukraine) must also be sent to the latter, to the contact details indicated in Article 4 of the Special Tender Specifications.

## TITLE II - RELATIONS BETWEEN THE PARTIES

### Art. 6 - Contract performance

1. With regard to the performance of the supplies and services covered by this Contract, full reference is made to the Special Tender Specifications.
2. The Contractor guarantees that all supplies and services will be performed to the highest professional standards, in compliance with applicable regulations and in accordance with the conditions, methods, terms and requirements contained in this Contract and in the instruments and documents referred to therein.
3. In any event, the Contractor undertakes to comply, in the performance of the contractual obligations, with all applicable regulations and all technical and safety requirements, as well as any that may be issued after the conclusion of this Agreement. Any additional costs arising from the need to comply with the aforementioned regulations and requirements, even if they come into force after the contract has been signed, shall be borne exclusively by the Contractor, and shall in any case be deemed to be covered by the contractual remuneration.
4. The Contractor expressly undertakes to indemnify and hold the contracting authority harmless from all consequences arising from any failure to comply with the technical and safety regulations and requirements in force.

### Art. 7 - Delivery Terms

1. The Contractor shall deliver the Products to the paediatric hospital of the Odessa Oblast, located at (65000) Odessa, 3 Vitaliya Nesterenka Street, Peresyp District, Odessa, Odessa Oblast, Ukraine.
2. The supply of the Products is on a "Delivered Duty Paid" basis (Incoterms 2020) and, therefore, the Contractor shall bear the costs of transport, export customs clearance and import customs clearance of the Products.
3. The Products delivered must be exclusively those awarded under the tender procedure. Any change to the product must be authorised in advance by the Buyer. The delivery, without authorisation, of a different product in place of the one awarded under the tender procedure shall be deemed a failure to deliver.
4. In the event of temporary unavailability, the Contractor undertakes to notify the contracting authority immediately of the unavailability, providing details of the product name, the period of unavailability (where known or foreseeable), and the cause of the unavailability. The Buyer reserves the right, however, during the period of unavailability, to purchase any similar products on the open market – charging any additional costs incurred to the Contractor – including by resorting to other



suppliers, in order to avoid any interruption to the supply, whilst reserving the right to charge the Contractor for any additional losses incurred.

### **Art. 8 – Supply Terms**

1. The supplies must necessarily comply with the technical characteristics and specifications set out in the Special Tender Specifications and in the documentation submitted by the Contractor in the tender procedure.
2. The supply of equipment and consumables shall be deemed accepted only following the successful outcome of conformity checks. All costs and expenses relating to tests, checks and acceptance trials, including those necessary to verify compliance with safety and industry standards, shall be borne entirely and exclusively by the Contractor.
3. Products found not to comply with the quality, type, variety and all the characteristics specified in the Special Tender Specifications and, in general, in the tender documentation, or which are packaged differently from as prescribed, or which have defects, tears or signs of tampering in the packaging, may be rejected immediately by the contracting authority.  
In the event of immediate rejection, the Contractor must provide a replacement within fifteen calendar days, at no additional cost. Once this period has elapsed, the delivery shall be deemed a “failure to deliver” pursuant to Article 7(3).
4. Products that are not accepted shall remain at the Contractor’s disposal, and the Contractor must arrange for their collection, at its own expense, no later than fifteen calendar days from the notification of non-acceptance. The Contractor shall be liable for any damage resulting from the deterioration of Products that have not been collected.
5. Should the non-conformity not be immediately apparent (so-called latent defect) and only come to light during installation or technical checks, the Contracting Authority may order the Contractor in writing, within a reasonable period not exceeding fifteen days from the discovery of the defect:
  - a) the prompt removal from the place of delivery of any Product that does not comply with the technical specifications of the Special Tender Specifications, industry standards or contractual undertakings, with simultaneous replacement with suitable and compliant goods;
  - b) the removal and correct re-installation of any equipment found to have been installed in a manner not in accordance with best practice or the contractual specifications, regardless of whether any interim tests or partial checks have been passed.
6. The Contractor must arrange for replacement or re-installation within fifteen calendar days of the contracting authority’s order, at no additional cost. In the event of persistent failure to act or non-compliance with the orders issued, the contracting authority, following a formal notice to comply, shall be entitled to proceed with enforcement against the Contractor, entrusting the replacement or repair to third parties.

### **Art. 9 – Performance of ancillary services**

1. The Contractor shall install and commission (test) the healthcare equipment supplied, ensuring that all functions and operating modes are fully operational. In the event of malfunctions or faults during



the installation phase, the Contractor must repair and replace the defective parts, restoring the full operational capability of the equipment supplied.

2. Following installation, the Contractor shall provide training for healthcare staff on the operation of the technologies supplied, using training programmes developed specifically for this purpose in accordance with the provisions of the Special Tender Specifications.

3. The Contractor shall promote the sustainable management of consumables in accordance with the terms and conditions set out in Article 13 of the Special Tender Specifications.

#### **Art. 10 – Conformity checks**

1. Upon completion of the performance of contractual obligations, the Project Manager, having verified the compliance and correctness of the supplies and services carried out in accordance with the contractual specifications, shall issue a specific certificate of conformity. The verification may also consist of acknowledging the correctness of the performance as evidenced by checks conducted during implementation. Otherwise, the verification shall take place in the presence of the Contractor.

2. The certificate of conformity shall be sent to the Contractor, who shall sign it to confirm acceptance within 20 (twenty) days and forward it to the Buyer. Failure to forward it within the specified time limit shall be deemed acceptance. Upon a positive outcome of the conformity verification, the Procedure Manager shall issue the payment certificate for the purpose of the invoice issuance by the Contractor.

#### **Art. 11 – Obligations and liabilities of the Contractor**

1. The Contractor must perform the Contract with due care and diligence, including on-site delivery, testing and commissioning of the equipment, as well as the performance of any other services, including the repair/replacement of any defective equipment. The Contractor must also provide all the equipment, supervision, labour and facilities necessary for the performance of the Contract.

2. All charges and obligations provided for by law, by the Special Tender Specifications, as well as by this Contract, shall be borne by the Contractor and are deemed to be included and compensated for by the contractual consideration.

3. It shall be the Contractor's obligation, at its own expense, to take the necessary measures and precautions in the performance of all services covered by the Contract, both to ensure the safety of personnel and third parties and to prevent any damage to public or private property.

#### **Art. 12 - Warranty obligations**

1. The Contractor guarantees that the equipment supplied is newly manufactured, has never been used for commercial or demonstration purposes, and corresponds to the latest technologically advanced version available on the market at the date of delivery. The Products must incorporate the latest improvements in terms of design, materials and software. The Contractor also guarantees the absence of defects or non-conformities arising from design errors, defects in materials or manufacturing.

2. The Contractor shall be liable for the proper functioning of the equipment throughout the warranty period. The Contractor undertakes to remedy any defect, fault or malfunction, by repairing or



completely replacing the defective parts, at its own expense and under its own supervision. Such interventions must be carried out within the response and repair timescales defined in Article 22 of the Special Tender Specifications.

3. Should the Contractor fail to restore the functionality of the equipment within the assigned or established time limits, the Contracting Authority, following formal notice, may alternatively:

- a) carry out the necessary repairs or replacements directly or through third parties. All costs incurred shall be charged to the Contractor, with the Contracting Authority being entitled to set off such costs against the Contractor's outstanding receivables or, alternatively, to enforce the final guarantee;
- b) declare the Contract terminated, pursuant to Article 1456 of the Italian Civil Code, on the grounds of material breach, without prejudice to the right to claim damages.

4. The warranty period is set at 12 months and shall commence from the date of signing of the certificate of conformity with a positive outcome.

#### **Art. 13 - Invoicing and payment procedures**

With regard to invoicing and payment terms, please refer in full to Article 17 of the Special Tender Specifications.

#### **Art. 14 - Traceability of financial flows**

1. By signing this Contract, the parties undertake to comply with the obligations set out in Law No. 136/2010, as amended and supplemented.

2. Pursuant to Article 3 of the aforementioned Law No. 136/2010, the Contractor must therefore provide the Buyer with the details of the dedicated bank accounts within seven days of their opening, as well as, within the same timeframe, the personal details and tax registration numbers of the persons authorised to operate them; furthermore, all payments to be made using the instruments specified in the aforementioned law must include the following CIG Code \_\_\_\_\_

3. Contracts entered into with subcontractors must, under penalty of nullity, include a specific clause whereby each of them undertakes the obligations regarding the traceability of financial flows referred to in Law No. 136/2010 and subsequent amendments and additions.

4. Without prejudice to any other contractual provision and/or applicable legislation, the Buyer, by means of a unilateral declaration to be made via certified email (PEC) or by registered letter with return receipt, shall be entitled to terminate the Contract and to proceed with its enforcement *ex officio* should the transactions not have been carried out through the use of banks or Poste Italiane S.p.A., in accordance with Article 3 of Law No. 136/2010 and subsequent amendments and additions.

#### **Art. 15 - Suspensions and extensions**

1. Should the Contractor, due to objective, unforeseen and unforeseeable events and circumstances not attributable to it, be unable to fulfil its obligations within the terms and conditions set out in this Contract, it may submit, in writing, a reasoned request for an extension to the Project Manager within 24 hours of the occurrence of the event or circumstance.



The Buyer, having assessed the request, may grant an extension of the deadline for performing the supply and/or service, to the extent deemed most appropriate.

2. Should events of force majeure or unforeseen and unforeseeable circumstances, or reasons of public interest or necessity, temporarily prevent the performance of the services, the Project Manager shall order their suspension, including upon a reasoned request submitted in writing by the Contractor within 24 hours of the occurrence of the event. In such a case, the Contractor shall not be entitled to any additional remuneration or compensation for the additional costs arising from the suspension.
3. The suspension shall remain in force for the time necessary to remove the causes that led to the interruption of the performance of the Contract. In any event, should the suspension continue for a period exceeding 90 days, the Buyer may terminate the Contract. In such a case, the Contractor shall be entitled solely to payment for the supplies/services already performed.
4. Contract implementation shall resume upon the order of the Project Manager. Should the Contractor consider the grounds for suspension to have ceased, it shall, by written notice addressed to the Project Manager, request the Buyer to resume Contract implementation.
5. In the presence of the Contractor, the Project Manager shall draw up a specific suspension report, setting out the reasons for the suspension, the supplies/services already carried out, the supplies/services that have been suspended, and the precautions to be taken to ensure that Contract implementation can resume without undue burden for the Buyer. A specific report shall also be drawn up upon the resumption of Contract implementation.
6. Unless the suspension is due to causes attributable to the Contractor, it shall entail a postponement of the deadline set in the Contract for the completion of the performance.

#### **Art. 16 - Penalties**

1. Without prejudice to the provisions of Article 18 of the Special Tender Specifications, the contracting authority shall be entitled to carry out all the checks and inspections it deems appropriate, by any means and at any time, during the term of this contract, to ensure that the Contractor scrupulously complies with all contractual provisions.
2. Should the Contractor, during the Contract implementation, fail to comply with the terms and conditions of this Contract, the contracting authority shall notify the breach in writing, providing, where possible, the necessary instructions for compliance and granting a reasonable period for the submission of a response.  
If the response is not accepted by the Contracting Authority, the Contractor shall be required to comply with the instructions given and, in the event of failure to comply within the specified time limit, a penalty equal to 0.5% (five per thousand) of the net value of the contract shall be applied for each day of delay.
3. If the total amount of penalties reaches 10% of the net value of the Contract, or if, at any stage of performance, the Contractor's conduct causes significant damage to the contracting authority, the latter may terminate the Contract on the grounds of material breach by the Contractor and reserves the right to claim damages.
4. Penalties are managed, alternatively:



- a) by forfeiting the corresponding amount deducted from the performance guarantee, which must be promptly replenished by the Contractor;
- b) by deducting the corresponding amount from the payment due for the supplies/services performed.

#### **Art. 17 – Performance guarantee**

1. As security for the obligations undertaken under this Contract or provided for in the documents referred to herein, the Contractor has provided a specific performance guarantee amounting to 10% of the value of this Contract, pursuant to Article 117 of Legislative Decree No. 36/2023, by means of \_\_\_\_\_ (see: Annex A).
2. The guarantee shall cease to have effect and shall be released by the Buyer upon performance completion.

#### **Art. 18 - Subcontracting**

1. Subcontracting is governed by Article 119 of Legislative Decree No. 36/2023. For the purposes of subcontracting, the Contractor, at the time of the tender submission, has indicated the parts of the supplies/services that it intends to subcontract or award on a piece-work basis, which are set out below \_\_\_\_\_.
2. The Buyer shall not make direct payments to subcontractors, except in the cases provided for in Article 119, paragraph 11 of the Code. In any event, direct payment may only be made upon receipt of a specific written request sent to the Buyer via certified email (PEC) prior to the relevant payment. Consequently, in the absence of such a request, any payment made to the Contractor, including in relation to the subcontractor's activities, shall nevertheless have full discharging effect for the Buyer vis-à-vis the subcontractor, in respect of whom the Contractor alone shall remain liable; by signing this Contract, the Contractor expressly indemnifies the Buyer against any claims by subcontractors.
3. With the exception of the provisions of the first sentence of the preceding paragraph, the Contractor is required to provide the Buyer, within 20 days of payment being made to it, with a copy of the paid invoices relating to the payment of subcontractors, indicating any retention of guarantee.
4. Should the Contractor justify non-payment by disputing the regularity of the supplies/services performed by the subcontractor, and provided that the matter disputed by the Contractor is verified by the Project Manager, the contracting authority shall suspend payments to the Contractor limited to the amount corresponding to the supply/service subject to dispute, to the extent verified by the Project Manager.
5. In the event of non-compliance with social security contributions as evidenced by the single certificate of contribution compliance relating to employees of the contractor or subcontractor or of parties holding subcontracts and piecework contracts, employed in the performance of the Contract, the contracting authority shall withhold from the payment certificate the amount corresponding to the non-compliance for subsequent direct payment to social security and insurance bodies (including the building workers' fund). A deduction of 0.50 per cent shall be made from the cumulative net amount of the services; such deductions may only be released upon final settlement and clearance, following



the contracting authority's approval of the acceptance certificate or certificate of conformity, subject to the issuance of the single document of contribution compliance.

6. In the event of a delay in the payment of wages due to the staff of the contractor, subcontractor or pieceworker, the Procedure Manager shall issue a written notice to the defaulting party, and in any case to the Contractor, requiring payment within 15 days of receipt of the notice. Where the validity of the request is not contested within the deadline set for payment, the contracting authority shall pay the outstanding wages directly to the workers, deducting the relevant amount from the sums due to the Contractor or to the defaulting subcontractor where direct payment is provided for. For the purposes of this paragraph, the Contractor is required to provide the Buyer with all documentation useful and necessary for the relevant checks.

7. The termination of the Sub-contract shall entail, for the Contractor (where qualified to carry out the subcontracted activities), the direct assumption of the relevant activities without any additional cost to the Buyer. In such a case, the Contractor shall have no right to claim any indemnity, compensation or extension of the contractual terms.

#### **Art. 19 - Assignment of credit and/or contract**

1. Any assignment of the Contract, in whole or in part, is excluded.
2. Any assignment to third parties of the credit held by the Contractor against the Buyer shall be governed by Article 120, paragraph 12, of Legislative Decree No. 36/2023 and by Article 6 of Annex II.14 to the same Legislative Decree No. 36/2023.

#### **Art. 20 - Price Revision**

1. The prices offered include and cover all costs arising from the rules and requirements contained in and referred to in the Special Tender Specifications and related annexes.  
The Contractor expressly acknowledges that these prices are remunerative.  
The prices are fixed and unchangeable for the entire duration of the Contract.
2. Any mechanism for the revision or adjustment of the contractual prices is excluded, given the one-off nature of the main service (supply of healthcare equipment), in accordance with the provisions of Article 1, paragraph 3 of Annex II.2-*bis* to the Code.

#### **Art. 21 - Termination**

1. Without prejudice to the provisions of the Special Tender Specifications, and notwithstanding the general grounds for termination of the contract, the Buyer may terminate the Contract, pursuant to Article 1456 of the Italian Civil Code, subject to a notice to be served on the Contractor in accordance with the procedures laid down by current legislation, in the event of failure to perform the contractual obligations in a workmanlike manner, in compliance with current regulations and in accordance with the conditions, methods, terms and requirements contained in this Contract and in the instruments and documents referred to therein.
2. In the event of the Contractor's failure to fulfil even a single obligation assumed upon the conclusion of the Contract within the deadline—which shall in any case be no less than twenty



working days – set by the Buyer, by means of a notice served in accordance with the procedures laid down by current legislation, the Buyer shall be entitled to consider the contract terminated by operation of law, to forfeit the guarantee and/or to apply an equivalent penalty, and to take legal action against the Contractor for compensation for damages.

3. In any event, without prejudice to the further grounds for termination provided for in Article 122 of the Code, the Buyer may terminate the contract by operation of law, pursuant to Article 1456 of the Civil Code, subject to a declaration to be communicated to the Contractor in accordance with the procedures laid down by current legislation, without the need to set any deadline for performance, in the following cases:

- a) repeated and serious breaches attributable to the Contractor, evidenced by at least three official notices of breach, excluding the cases referred to in Article 122 of the Code;
- b) breach of the rules governing the assignment of the contract and credits;
- c) legal proceedings for infringements of patent rights, copyright and, in general, third-party intellectual property rights, brought against the Buyer.

4. In all cases of termination of the contract, the Buyer shall be entitled to forfeit the provided performance guarantee for the full amount thereof. Where this is not possible, a penalty of an equivalent amount shall be applied, which shall be notified to the Contractor in accordance with the procedures laid down by current legislation. In any event, the Buyer's right to compensation for further damages shall remain unaffected.

#### **Art. 22 – Resolutive Condition**

This Contract is subject to a resolutive condition in the event of the issuance of a final judicial ruling which, following a challenge to the tender procedure for the award of the Contract, declares the award to the Contractor to be unlawful.

In such a case, the contractual relationship shall be terminated upon the commencement of the performance of the supplies/services by the new successful tenderer, and the Contractor shall have no right to claim anything, including compensation and damages, beyond what is due for the supplies/services rendered up to that point.

#### **Art. 23 – Withdrawal from the Contract**

1. The Buyer may withdraw from the Contract at any time.
2. In such a case, nothing shall be due to the Contractor, other than payment for the supplies/services performed and the value of usable materials in stock, plus one-tenth of the value of the services and supplies not performed, calculated in accordance with the provisions of Article 11 of Annex II.14 to the Code.
3. The Contracting Authority shall exercise its right of withdrawal by means of a formal written notice to the Contractor, to be given with at least 20 (twenty) days' notice.

#### **Art. 24 - Right of audit**



The Contractor hereby authorises the Buyer to exercise the right of audit, or consents to any person, provided they are appointed and/or delegated by the Buyer, to visit the Contractor's premises to inspect the documentation and to verify the compliance of the supplies/services and/or corporate organisation with the contractual requirements and/or sector regulations, including anti-corruption legislation.

### **Art. 25 - Transparency and open administration**

1. By signing this contract and the Integrity Pact – which was already signed at the time of submitting the tender and forms an integral part of this document – the Contractor:

- undertakes to comply, where applicable, with the obligations of conduct set out in the Code of Conduct for Public Servants adopted with Presidential Decree No. 62/2013;
- acknowledges that there has been no mediation or other involvement by third parties in the conclusion of the contract;
- acknowledges that it has not paid nor promised to pay to anyone, either directly or through third parties, including associated or subsidiary companies, sums of money or other benefits by way of brokerage or similar, in any case intended to facilitate the conclusion of the contract;
- undertakes not to pay to anyone, for any reason whatsoever, sums of money, gifts or other benefits intended to facilitate and/or make the performance and/or management of the contract less onerous than the obligations assumed thereunder, nor to take any action aimed at the same ends.

2. Should the information provided in the preceding points prove to be untrue, or should the Contractor fail to comply with the commitments and obligations undertaken therein for the entire duration of the contract, the contract shall be deemed terminated by operation of law between the parties, pursuant to and for the purposes of Article 1456 of the Italian Civil Code and Article 2(3) of Presidential Decree No. 62/2013, due to the fault of the Contractor, who shall consequently be liable for compensation for all damages arising from the termination.

## **TITLE III – FINAL PROVISIONS**

### **Art. 26 – Obligations of the Contractor towards employees**

1. In the performance of the contract in question, the Contractor undertakes to apply in full all regulations concerning employment protection and working conditions applicable during the performance of the relevant Contract.

### **Art. 27 – Compliance with Antimafia Regulation**

1. Pursuant to Legislative Decree No. 159/2011 and subsequent amendments and additions, the Contractor acknowledges that the performance of the services is subject to full and absolute compliance with the Antimafia legislation in force during the term of the Contract.

The Contracting Authority reserves the right to verify, throughout the duration of the contract, that the requirements set out in the Antimafia provisions for the award of the Contract are still met.

2. The Contractor, expressly waiving any objection in this regard, acknowledges that, should any disqualification measures provided for under the Antimafia legislation be issued during the term of



the Contract, the Contract shall be terminated by operation of law, without prejudice to the Contracting Authority's right to claim compensation for any damages suffered.

#### **Art. 28 - Disputes**

1. Any dispute that may arise between the Parties shall not suspend the performance of the obligations undertaken by the Contractor under this Contract.
2. The Parties undertake to make every effort, in good faith, to seek an amicable settlement.
3. Without prejudice to the provisions of current legislation on public contracts, any disputes that may arise in relation to the interpretation, performance, termination, validity or existence of the Contract or, in any case, connected thereto and, more generally, all disputes relating to subjective rights arising from the performance of the Contract may be settled by way of a settlement in accordance with the provisions of the Civil Code. The settlement agreement must be drawn up in writing, failing which it shall be null and void. Article 212 of the Code shall apply.
4. The competent court for any dispute of a technical, administrative or legal nature that may arise concerning the interpretation, performance and/or termination of this agreement, whether during the implementation or upon completion of the activities shall be the Court of Florence.
5. Recourse to arbitration is excluded.
6. The parties agree that the subject matter of this contract shall be governed by Italian laws.

#### **Art. 29 – Contract costs, duties, taxes and tax treatment**

1. All costs of this Contract, whether incidental or consequential (taxes, duties, administrative fees, etc.), shall be borne entirely by the Contractor.
2. All stamp duty costs relating to the Contract and its administration shall also be borne by the Contractor.

#### **Art. 30 - Data processing**

1. Pursuant to and for the purposes of EU Regulation No. 2016/679 (“GDPR”), the Contractor declares that they are aware that their personal data may be processed by the Contracting Authority and that they have read the privacy notice pursuant to EU Regulation No. 2016/679 (“GDPR”) and to consent to the processing of personal data necessary for the purposes of the Contract.
2. The processing of data is intended solely to ensure compliance with the contractual terms, tax legislation and legal obligations relating to the performance of the services covered by this contract.
3. The Buyer undertakes to ensure that personal data will be processed for the purposes set out above, in accordance with the principles of fairness, lawfulness and transparency, and with due regard for the confidentiality and rights of the Contractor.

#### **Art. 31 – Confidentiality**

1. The Contractor undertakes not to disclose to third parties or use in any way, for reasons not related to the performance of the Contract, the data and information, including that which passes through data processing equipment, which comes into its possession or, in any event, to its knowledge; not to



disclose them in any way or in any form and not to use them for any purpose other than those strictly necessary for the performance of the Contract.

2. The obligation of confidentiality is absolute and binding on the Contractor for the entire duration of the performance of the Contract and for all years following its conclusion, until such time as the information of which the Contractor has become aware has entered the public domain.
3. The Contractor shall be liable to the Buyer for the strict observance by its employees, subcontractors, as well as by the agents and employees of the latter, of the confidentiality obligations referred to in paragraphs 1 and 2 of this article.
4. In the event of a breach of the confidentiality obligation, the Contractor shall be liable to compensate the Buyer for any damages that may arise therefrom.
5. The Contractor is prohibited from making, or authorising third parties to make, any publications regarding the activities which the Contractor is required to perform or has performed, without first obtaining the Buyer's written consent.

#### **Art. 32 – Final clause**

1. This agreement constitutes the full expression of the Parties' contractual intent, and the Parties declare that they are fully aware of all the clauses of this agreement.
2. Any amendment to this agreement must be made and evidenced exclusively in writing. The invalidity or ineffectiveness of any one of the clauses of this agreement shall not entail the invalidity or ineffectiveness of the agreement as a whole. This agreement is intended to govern all the general terms of the relationship between the parties; it shall therefore not be superseded or replaced by any implementing or supplementary operational agreements, unless the parties expressly agree otherwise in writing.

Comprising \_\_\_ (\_\_\_\_) pages.

Read, confirmed and signed

Florence, on the date of the digital signature

\_\_\_\_\_, date of digital signature

MILITARY PHARMACEUTICAL

THE CONTRACTOR

CHEMICAL PLANT

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the clauses set out under the following points are specifically approved in writing: 3. Contract value and duration – 6. Contract performance



– 7. Delivery terms – 8. Supply terms – 9. Performance of ancillary services – 11. Obligations and liabilities of the Contractor – 12. Warranty obligations – 13. Invoicing and payment procedures – 15. Suspension and extensions – 16. Penalties – 18. Subcontracting – 20. Price Revision – 21. Termination – 22. Resolutive Condition – 23. Withdrawal from the Contract – 24. Right of *Audit* – 28. Disputes – 29. Contract Costs, Duties, Taxes and Tax Treatment – 30. Data Processing – 31. Confidentiality.

Read, confirmed and signed. \_\_\_\_\_, date of digital signature

THE CONTRACTOR

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