

**AGREEMENT**

**BETWEEN**

**Azienda Regionale per l'Innovazione e gli Acquisti S.p.A.**

**(Regional Company for Innovation and Purchasing)**

**("ARIA S.P.A.")**

**AND**

**[●]**

**(THE "FINANCIAL OPERATOR")**

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## AGREEMENT

**GS25029\_A10724 - Awarding of the executive design for the Redevelopment of the  
New Main and Children's Hospital of the Spedali Civili of Brescia**

## BETWEEN

**AZIENDA REGIONALE PER L'INNOVAZIONE E GLI ACQUISTI S.P.A.**, with registered office in Milan, Piazza Gae Aulenti, 1, Tax ID/VAT number 05017630152, Economic and Administrative Index (R.E.A.) no. 1096149, in the person of [] and domiciled for the position with the Company he represents, with power of attorney of the [] of the Company of [] (Resolution no. []) (hereinafter "**ARIA S.P.A.**" or "**Contracting Authority**");

## AND

[], with registered office in [] (Tax ID and VAT no.) [] share capital [], registered in the Companies Register of [], Tax ID [], VAT no. [], in the person of [], and for the office domiciled as above, acting in his capacity as [] of the aforementioned company, by virtue of the powers derived from [] of the [] and (*if the successful bidder is a temporary group*) acting as agent of the temporary group of financial operators formed with companies [], as per the act of special collective mandate with irrevocable representation of the [], rec. [] of the Notary [] of [] (hereinafter the "**Financial Operator/Successful Bidder**");

**ARIA S.P.A.** and **Financial Operator/Successful Bidder** (hereinafter also referred to jointly as "**Parties**" and separately as "**Party**").

## GIVEN THAT:

- A) with Document no. [] of [], ARIA S.P.A. has made the necessary decisions regarding the experiment of the "*Single phase design competition with restricted procedure for the Redevelopment of the New Main and Children's Hospital of the Spedali Civili of Brescia, following the demolition of the existing building*";

- B)** the competition was organised in a single phase with pre-selection of contestants admitted to submit the projects;
- C)** the winner of the Competition, within **220** (two hundred and twenty) **days** from the specific RUP Service Order, had to perfect the development of the competition drawings, reaching the level of the technical and economic feasibility project;
- D)** the competitor, after the positive outcome of the checks provided for by the *lex specialis* of the competition, with Document no. [ ] of [ ], was announced the winner of the competition;
- E)** According to paragraph 9.3 of the Call of bids "Assignment of the development of further project phases ", the ARIA S.P.A. reserved the right to initiate the subsequent phase of executive design relating to the winning project proposal.
- F)** In this case, the fee and the output mentioned above were calculated pursuant to Ministerial Decree of 17 June 2016, according to the methods set out in Annex I.13 of the Code, based on the value of the works as defined by the Preliminary Design Document (DIP), applying a 20% discount, thereby fulfilling the negotiation requirement prescribed by Article 46, paragraph 3 of Legislative Decree No. 36/2023;
- G)** On [ ], the winner of the competition submitted the development of the PFTE to ARIA S.P.A., and the Contracting Authority proceeded with its approval;
- H)** By resolution no. \_\_\_\_ dated \_\_\_\_\_, the Contracting Authority decided to exercise the option provided for in point 9.3 of the Call of Bids and to award the winner of the competition the contract for the **drafting of the Executive Design**;
- I)** the Successful Bidder has communicated, through the appropriate Form transmitted by ARIA S.P.A., all the data required by Law no. 136/2010 and subsequent amendments;
- J)** the **Competition Identification Code** (CIG), referred to in art. 83, paragraph 1 of Legislative Decree no. 36/2023 attributed to the assignment subject to this Agreement also for traceability purposes pursuant to art. 3, paragraph 5, of Law no. 136/2010, is [ ];
- K)** the **Single Project Code** (CUP), referred to in art. 3, paragraph 5, of Law no. 136/2010, attributed to the assignment subject to this Agreement is: **G88I24000660002**;
- L)** it is, therefore, the intention of the Parties to proceed with the signing of this Agreement;

All this being said and considered an integral and substantial part of this

Agreement with negotiating value, the Parties, as constituted above, agree and stipulate the following.

## 1. PREMISES AND CONTRACTUAL DOCUMENTS

1.1. This **Agreement** governs the set of obligations deriving from the contractual relationship as constituted as a result of the competition procedure carried out for the choice of the Financial Operator.

1.2. The premises and the Contractual Documents form an integral and substantial part of this Agreement and, therefore, together with the latter, contribute to defining the overall intention of the Parties regarding any activity related to the execution of the Agreement.

1.3. The documents referred to in the following article 4, even if not attached, are considered an integral and substantial part of this Agreement.

## 2. DEFINITIONS

2.1. Unless otherwise explicitly specified, the terms indicated with a capital letter will have, in the Agreement, both in the singular and in the plural, the meaning given to them below:

- a. Contractor and Subcontractor indicate the financial operators who, respectively, entrust, or to whom a Subcontract is entrusted, at any subcontracting level;
- b. Successful Bidder or Financial Operator indicates the subject and/or legal entity who signs this Agreement;
- c. ACDat: Digital ecosystem of interoperable platforms for the organized collection and sharing of data related to a project, managed through specific workflows and structured into information that supports decision-making. It is based on an IT infrastructure whose sharing is governed by specific security systems for access, traceability, and historical tracking of changes made to the informational content, as well as systems for long-term preservation and accessibility of the contained informational assets, the definition of responsibilities in the

development of informational content, and the protection of intellectual property, pursuant to Article 3, paragraph 1, letter q-bis) of Annex I.1 of Legislative Decree No. 36/2023.

- d. ACDat Manager SA refers to the individuals responsible for defining the workflows related to the ACDat, with the purpose of guiding and enabling the CDE Manager to set up the structure of the ACDat
- e. Contract indicates the contract for services indicated in the Agreement and in the Contractual Documents;
- f. Area indicates the place where the technical services covered by this Agreement are performed;
- g. ARIA S.P.A. or Contracting Authority indicates the Regional Agency for Innovation and Purchasing S.p.A., with headquarters in Milan, Piazza Gae Aulenti, 1, Tax ID/VAT no. 05017630152, Economic and Administrative Index (R.E.A.) no. 1096149
- h. Authorisations indicate the authorisations, opinions, permits, licenses, clearance, approvals, however named, and anything else that is necessary or appropriate for the execution of the Agreement, whatever the issuing Authority, Entity or Body is;
- i. Building Information Modeling (BIM) refers to the "methods and tools for digital information management in construction" - methodologies, processes, and technologies enabled by the definition of information requirements and data modeling. These allow to collaborate and to exchange structured data among stakeholders throughout all phases of the asset life cycle. BIM is particularly aimed at mitigating and managing risks, improving feasibility studies, and increasing the effectiveness of public investment in the design, construction, and management phases of physical assets such as buildings, infrastructure, and networks, in accordance with the definition in Article 3, Annex I.1, paragraph 1 of Legislative Decree No. 36/2023, titled "Definitions of procedures and

contracts.”

- j. BIM Coordinator or Project Information Flow Coordinator refers to the role defined by UNI 11337-7. This figure operates at the level of a specific project, in coordination with the organization's top management and under the guidance of the digital process manager;
- k. BIM Coordinator (disciplinary) refers to the coordinator of information modeling flows and the analysis of information modeling related to a specific discipline.
- l. BIM Coordinator SA, who coincides with the role of the RUP (Project Manager), is the person responsible for customizing the Information Specification for each project, based on the guidelines provided by the BIM Management structure.
- m. BIM Manager, or manager of digitized processes, is the figure defined pursuant to UNI 11337-7. They operate primarily at the organizational level, overseeing the digitization of processes carried out by the entity and may supervise or coordinate the overall portfolio of ongoing projects. Appointed by senior management, they define BIM instructions and determine how digitization affects the organization and its tools.
- n. BIM Manager SA refers to the Head of a BIM Management unit responsible for managing digitized processes.
- o. BIM Specialist, or advanced operator in information modeling and management, refers to the figure defined in UNI 11337-7.
- p. BIM Specialist (disciplinary) indicates the advanced operator specialized in information modeling for a specific discipline.
- q. BIM Specialist SA refers to individuals, either internal or external to the Contracting Authority, with operational skills in information modeling using BIM methods and tools, in relation to their specific discipline.
- r. Information Specification means the document referred to in Art. 1, paragraph 8, of Annex I.9 of Legislative Decree No. 36/2023, as well as Arts. 13-ter and 32-bis of Annex I.7 of the same Decree and UNI 11337. It is consistent with the

design level forming the basis of the tender and must be annexed to the procurement documentation for works, design services, project management, or integrated contracts. It must include, among others:

- i. general and specific strategic information requirements, including the required levels of information need, consistent with the design level forming the basis of the tender and with the contents of the Information Specification attached to the Design Guidance Document, considering the nature of the work and the procurement procedure;
- ii. all elements needed to identify the production, management, transmission, and archiving requirements for information content, closely aligned with the decision-making and management objectives of the Contracting Authority.
- iii. specifications relating to the Common Data Environment (CDE).
- s. CDE Manager, or Common Data Environment Manager, is the role defined under UNI 11337-7 responsible for managing the data sharing environment.
- t. CDE Manager SA refers to the IT-competent individual responsible for managing the data sharing environment.
- u. Code means Legislative Decree No. 36 of March 31, 2023, and subsequent amendments and additions, implementing Article 1 of Law No. 78 of June 21, 2022, delegating the Government on public procurement matters.
- v. Contract means this Contract and its contractual documents.
- w. Construction Safety Coordinator: the qualified individual responsible for ensuring compliance with health and safety regulations during the execution of the works.
- x. Consideration refers to the remuneration for the performance of the Contract.
- y. Works Director refers to the individual operating independently and in compliance with the service instructions issued by the Project Manager (RUP), performing the duties specified in Art. 114 of the Code and Annex II.14 thereto.
- z. Contract Execution Director (DEC) means the individual appointed to perform

tasks of coordination, supervision, technical-accounting control, and administrative oversight during execution of the works, pursuant to Art. 114 of the Code.

- aa. Operations Director refers to the individual assisting the Works Director in verifying the proper execution of specific project segments in compliance with contractual terms, reporting directly to the Works Director.
- bb. Contractual Documents means the documents referred to in Article 4 of this Contract, which are an integral and essential part thereof.
- cc. Design Guidance Document (D.I.P.) refers to the document prepared by the RUP in accordance with Article 41 and Annex I.7 of the Code and in compliance with ANAC Guidelines No. 3, section 5.1.4.
- dd. Entity means Regione Lombardia / Healthcare Agency / other body on whose behalf the project is carried out.
- ee. Subcontracting Chain indicates the chain of subcontracts originating from the one awarded by the Economic Operator.
- ff. Force Majeure refers to any event, act, fact, or circumstance that is entirely unforeseen or unforeseeable and not directly attributable to the invoking party, which could not have been avoided with due diligence, and renders performance of obligations impossible, either temporarily or permanently. By way of example and not limitation, provided the above criteria are met, Force Majeure includes:
  - (1) strikes, excluding those involving ARIA S.P.A., the Economic Operator, or subcontractors for the contract;
  - (2) war, hostilities, terrorist acts, sabotage, vandalism, riots, or civil unrest;
  - (3) explosions, radiation, or chemical contamination;
  - (4) adverse natural events (e.g. lightning, earthquakes, drought, snow or ice accumulation);
  - (5) epidemics, pandemics, or contagion;
  - (6) prolonged unavailability of electricity, gas, or water not attributable to ARIA S.P.A., the Economic Operator, or subcontractors;
  - (7) acts or omissions by authorities not caused by the willful misconduct, negligence, or omission of the

affected party.

- gg. Working Group refers to the team established by the Financial Operator as required by the procurement documents.
- hh. Information Model means the set of structured, semi-structured, and unstructured information containers pursuant to Art. 3, paragraph 1, letter q-sexies) of Annex I.1 of Legislative Decree No. 36/2023, as well as UNI-EN-ISO 19650 and UNI 11337 standards.
- ii. Offer refers to the complete set of documents submitted by the Economic Operator in response to the request for proposal, in accordance with the tender documentation.
- jj. Information Management Offer (oGI): the document prepared by the Economic Operator at the time of bid submission under Annex I.9, Art. 1, paragraph 10, letter b) of Legislative Decree 36/2023. It responds to the Information Requirements in the Information Specification (CI), systemically and temporally structures information flows within the contractor or concessionaire's supply chain, describes the interaction with information and decision-making processes, outlines the organizational and technical configuration, and specifies the responsibilities of the parties involved.
- kk. Integrity Pact in Public Procurement refers to the "Integrity Pact on Public Contracts for the Lombardy Region and its Regional System Entities," approved by Regional Decree No. XII/3599 of December 16, 2024 (published in the Official Regional Bulletin, Ordinary Series No. 3, dated January 15, 2025).
- ll. Information Management Plan (pGI): a document prepared by the Contractor based on the Information Management Offer (oGI), pursuant to Annex I.9, Art. 1, paragraph 10, letter c) of Legislative Decree 36/2023, to be submitted to the Contracting Authority after contract signing and before execution. It may be updated during contract execution.
- mm. First-Level and Subcontracting Tiers refers to the first-level subcontracting

- relationships established by the Economic Operator/Awardee with other Economic Operators, who in turn may engage further subcontractors, establishing second-level and subsequent levels accordingly.
- nn. Designers refers to professionals assigned to prepare the Project.
- oo. Technical and Economic Feasibility Project (P-F-T-E) refers to the project described in Art. 41 and Annex I.7 of the Code.
- pp. Executive Project (PE) refers to the project described in Art. 41 and Annex I.7 of the Code.
- qq. Project means the set of documents describing the works to be executed, in compliance with requirements, criteria, and constraints. It includes all information on material choices, site integration, works features, surfaces, and volumes. It defines in detail the scope of work and its cost.
- rr. Financial Operator's Representative refers to the person designated by the Financial Operator to represent them in all matters, including communication with the Project Manager or their delegate.
- ss. Phase-specific Procedure Manager refers to the person designated within the Contracting Authority's organizational model as responsible for specific phases, under the supervision and coordination of the RUP.
- tt. Single Project Manager (RUP) refers to the person appointed by ARIA S.P.A. to oversee planning, design, procurement, and execution phases, pursuant to Art. 15 and Annex I.2 of the Code.
- uu. Subcontracting means any subcontract, at any level within the subcontracting chain, relating to the activities under Art. 1, para. 53 of Law No. 190 of November 6, 2011.
- vv. Subcontract means the contract entered into by the Economic Operator/Awardee/Contractor or another contractor at any level of the subcontracting chain, with another Economic Operator for the execution of the Contract, pursuant to the third-last paragraph of Art. 119, paragraph 2 of

ww. Transparency & Traceability refers to the clauses by which the Contracting Authority and the Economic Operator/Awardee commit to ensuring traceability and transparency in their contractual relationship, including the subcontracting chain.

### **3. SUBJECT**

3.1. ARIA S.P.A. entrusts the Financial Operator, who accepts for the agreed price, as better detailed in the following paragraph 5.1. (Payment) without any reservation, the execution, in perfect working order and according to the best technique, of design services of the "Redevelopment of the New Main and Children's Hospital of the Spedali Civili of Brescia", using methods and tools for digital information management of buildings, including any surveys, inspections and supplementary geognostic and environmental surveys, as specified in Annex I.7 to the Code, pursuant to art. 41,. In particular, the subject of the Agreement includes the following activities:

- a. Executive Design (PE);
- b. Digital information management activities to be carried out as indicated in the Information Management Plan referred to in the following paragraph 12.5 ("pGI");

3.2. The Project must in any case comply with the applicable national and regional legislative and regulatory provisions, even if they come into effect during the course of the contractual relationship.

3.3. The Financial Operator is required to execute and complete the Project on his own, with his own means and organisation. He may resort to subcontracting in accordance with the provisions of current legislation, the Agreement and with the competition regulations.

3.4. The Project must be executed by the Financial Operator in full compliance with the provisions contained in the Agreement, in the Contractual Documents, including those

relating to BIM digital information management, the applicable regulations, and the provisions issued in application of the Agreement itself.

#### **4. CONTRACTUAL DOCUMENTS — INTERPRETATION**

4.1. Following documents, even if not materially attached to this Agreement, constitute an integral and substantial part of the Agreement and, therefore, together with the latter, contribute to defining the overall intention of the Parties in relation to any activity related to the performance of the services

##### **a. Regulatory Documents**

- i. “Integrity Pact in the matter of public contracts of the Lombardy Region and the entities of the regional system” approved by Regional Council Decree no XII/3599 of 16 December 2024 (published in BURL Ordinary Series no. 3, del 15 January 2025);

##### **b. Competition documents;**

- i. Call of bids
- ii. Technical and Economic Feasibility Design (PFTE), with the following documents attached:
  - 4.1.b.ii.1. Authorizing titles (permits, approvals, and enabling acts)
  - 4.1.b.ii.2. Validation and approval act of the PFTE
  - 4.1.b.ii.3. BIM Information Specification
  - 4.1.b.ii.4. Project Control Document - BIM;
  - 4.1.b.ii.5. Clarifications provided by the Contracting Authority during the tender phase in relation to the questions received, as published (anonymously together with the related requests) on the website <https://www.concorrimi.it/spedali-civili-brescia>
  - 4.1.b.ii.6. “Fee calculation in accordance with Ministerial Decree 17 June 2016”.

##### **c. Prodromal documents for the conclusion of the Agreement**

- i. Model for communications in compliance with art. 3, Law 136/2010;
- ii. Final guarantee and professional insurance policy provided by the Financial Operator;
- iii. Articles of association of the temporary group of competitors (where the successful bidder is a temporary group).

4.2. In the event of a conflict and/or incompatibility between the provisions contained in this Agreement and those contained in the Contractual Documents, or between the provisions contained in the same document or in more than one of the Contractual Documents, the procedure referred to in the following art. 20.1 shall be implemented for interpretative purposes.

4.3. In case of discrepancy, the parts of the Information Specifications that govern digital issues, information processes, hardware and software instrumentation and BIM information modelling shall prevail, for these aspects, over other competition documents

4.4. All terms expressed in the number of days in the Agreement and in the Contractual Documents shall be understood as consecutive calendar days and, therefore, inclusive of any holidays.

## **5. PAYMENT**

5.1. Payment is agreed, in an all-inclusive, fixed and invariable manner, net of charges and VAT, as specified below

- a. € [•], for the Executive Design (PE).

The aforementioned amount has been calculated based on the value of the works as indicated in the Design Guidelines Document, which forms the basis of the competition procedure, pursuant to the decree of the Minister of Justice of June 17, 2016, according to the methods outlined in Annex I.13 of the Code. To this amount, as calculated above, a discount of 20% or any further discount offered by the winner following a negotiated procedure has been applied.

Security costs are equal to Euro 0, pursuant to art. 26, paragraph 3-bis, first sentence,

of Legislative Decree no. 81/2008 and subsequent amendments

5.2. The Fee is deemed to be all-inclusive and compensatory of everything necessary, including ancillary and complementary elements, with nothing excluded or excepted, for the proper performance of the services, including those related to BIM digital information management, in compliance with the applicable regulations and the provisions of the Agreement and all Contract Documents

The Contracting Authority, with the payment of the consideration related to the design phase, takes ownership of the project, without prejudice to the intellectual property rights and copyright, which shall remain with the Financial Operator in accordance with the provisions of the law regarding copyright and intellectual property rights.

### 5.3. PRICE REVIEW CLAUSE

- a. If during the execution of the Agreement, upon the occurrence of particular objective conditions, there is a change, increasing or decreasing, in the cost of the service greater than five percent of the total amount, the prices are updated, to the extent of eighty percent of the change, in relation to the services to be performed. For the purpose of calculating the change in prices, the price indices for the production of services (class 71 Activities of architectural and engineering firms, tests and technical analysis) referred to in article 60, paragraph 3, letter b) of the Code shall be used.
- b. In the event of a price review provided for in the previous subsection, the RUP will proceed with the relevant investigation and will formulate the proposal for a new agreement.
- c. For the purpose of calculating the change in costs and prices, the price indices for the production of services (class 71 Activities of architectural and engineering firms, tests and technical analysis) referred to in article 60, paragraph 3, letter b) of the Code shall be used.

### 5.4. OPTIONS

- a. Pursuant to art. 120, paragraph 9 of Legislative Decree no. 36/2023, if during

execution an increase or decrease in performance is necessary up to a fifth of the agreed amount, the Financial Operator is required to execute them under the same conditions originally envisaged and will not be able to assert the right to terminate the Agreement

- b. Pursuant to art. 120, paragraph 10 of Legislative Decree no. 36/2023, if it becomes necessary to extend the duration of the services, the Financial Operator is required to perform the same at the prices, terms and conditions established in the Agreement or at market conditions when they are more favourable for the Contracting Authority

## **6. CONDITIONS, TERMS OF PAYMENT AND INVOICING**

6.1. The consideration for the execution of activities referred to in the previous article 5.1 (Payment), will be paid according to the methods and terms set out below:

- a. 20% of the Fee related to the aforementioned activities, equal to Euro \_\_\_\_\_, upon signing of the contract;
- b. 60% of the Fee related to the aforementioned activities, equal to Euro \_\_\_\_\_, upon submission by the Financial Operator of the Executive Design (PE) to the Contracting Authority;
- c. 20% of the Fee related to the aforementioned activities, equal to Euro \_\_\_\_\_, following notification to the Financial Operator of the approval of the PE by the Contracting Authority.

6.2. The RUP will issue the related payment certificates within the terms set out in art. 125, paragraph 5 of Legislative Decree no. 36/2023.

6.3. Payment will be made within 30 days from the date of adoption of the Statement of Work Progress (SoWP/SAL), pursuant to art. 125, paragraph 6 of Legislative Decree no. 36/2023.

6.4. The issuance of payment certificates is subject to verification of the Certificate of Compliance with Social Security and Insurance Obligations (DURC) of the Financial

Operator and of any subcontractors.

6.5. Pursuant to art. 125, paragraph 5 of the Code, the Financial Operator shall issue an invoice when the payment certificate is adopted. In the event of an unjustified delay in adopting the certificate, the Successful bidder can still issue the invoice.

6.6. A withholding of 0.50 percent has been applied to the progressive net amount of benefits; withholding taxes will be released only during final liquidation, after approval by the contracting authority of the certificate of verification of compliance, after acquiring the single document of regular contribution.

6.7. Apart from the cases referred to in art. 119, paragraph 11 of the Code, the issuance of the payment certificate is also subject to the acquisition of invoices received from any subcontractors. In this regard, the Financial Operator is obliged to send, within 20 days from the date of each payment made to him, a copy of the invoices received by the subcontractors, with an indication of the withholding applied. The failure to transmit duly receipted invoices within the prescribed time limit shall entitle ARIA S.P.A. to deem the Financial Operator in breach of its obligations towards the subcontractor and, consequently, to pay the subcontractor directly.

6.8. In the cases referred to in Article 119, paragraph 11 of the Code, where ARIA S.P.A. makes direct payments to subcontractors in lieu of the Financial Operator, the latter shall, together with its own invoice, also submit the invoices issued by the subcontractors, accompanied by a reasoned payment proposal referring to the amounts indicated in the subcontractors' invoices, with a releasing effect for ARIA S.P.A..

6.9. Pursuant to Article 119, paragraph 11 of the Code, with regard to the holders of subcontracts that do not constitute subcontracting (Article 119, paragraph 2, sentence 7), the contracting authority shall pay the amount due for the services performed by them.

6.10. Pursuant to Article 11, paragraph 6 of the Code, in the event of contributory non-compliance as evidenced by the Certificate of Compliance with Social Security and Insurance Obligations for employees of the Financial Operator or any subcontractor or

the entities holding subcontracts, the contracting authority shall withhold from the payment certificate the amount corresponding to the non-compliance for subsequent direct payment to the social security and insurance entities.

6.11. As a result of the same rule, in the event of a delay in the payment of salaries due to employees of the Financial Operator or of the subcontractor or of the owners of subcontracts and piecework, employed in the execution of the Agreement, RUP shall formally invite the defaulting party to remedy the situation within the following fifteen days. If the validity of the request has not been formally and substantively contested within the above-mentioned deadline, the contracting authority shall pay the outstanding wages directly to the workers during the course of the work, deducting the corresponding amount from the sums due to the Financial Operator responsible for the Agreement or from the amounts due to the defaulting subcontractor in the event that direct payment is foreseen

6.12. Upon successful completion of the conformity check pursuant to Article 125, paragraph 7 of the Code, and in any case within a period not exceeding seven days from the issuance of the related certificate, RUP shall issue the payment certificate for the final installment; payment shall be made within sixty days from the positive outcome of the conformity check

6.13. Payments are also subject to the declaration of non-default issued by Agenzia delle Entrate – Riscossione (Italian Revenue Collection Agency) pursuant to art. 48 bis, Presidential Decree 29 September 1973, no. 602, and are, in any case, subject to the conditions dictated by the relevant legislation.

6.14. Pursuant to art. 25 of Decree-Law 24 April 2014 no. 66 “Misure urgenti per la competitività e la giustizia sociale (Urgent measures for competitiveness and social justice)”, ARIA S.P.A. has introduced electronic invoicing into its accounting management. The rules and mechanisms for the issuance, transmission and storage of electronic invoices are outlined in MEF Decree no. 55 of 3 April 2013 and subsequent amendments. The Unique Office Code of ARIA S.P.A. is UFK6Y8.

6.15. The Financial Operator undertakes to ensure the traceability of financial flows, pursuant to and for the purposes of Law 13 August 2010, no. 136 and subsequent amendments, which are understood to be fully mentioned here, and, with the signing of the Agreement, he explicitly accepts all the obligations set out in the above Law 136/2010.

6.16. For tracing financial flows, pursuant to Law no. 136/2010 and subsequent amendments, the Financial Operator shall deliver to ARIA S.P.A. the document referred to in paragraph 4.1. letter d) (Contractual documents - interpretation) indicating the details of the dedicated bank account as well as the identification details of the individuals authorized to operate on the account.

6.17. The violation of the obligations set forth in Law No. 136 of August 13, 2010, will result in the automatic termination of the Agreement pursuant to Article 1456 of the Civil Code, without prejudice to the right to claim compensation for further damages

6.18. The Financial Operator undertakes to include in all contracts signed with its subcontractors, under penalty of absolute nullity, a specific clause whereby the parties assume all the obligations related to the traceability of financial flows, without exception, pursuant to Law No. 136 of August 13, 2010, and subsequent amendments and integrations.

6.19. In all cases where transactions have been carried out without using the instrument of bank or postal transfers or other means suitable for ensuring full traceability of the operations, in violation of the obligations set forth in this article and in Law No. 136 of August 13, 2010, and subsequent amendments and integrations, the consequences outlined in the following Article 18 (TERMINATION OF THE CONTRACT) of this Contract shall apply.

6.20. The Financial Operator undertakes, in any case, to indemnify and hold ARIA S.P.A. harmless, for the entire duration of the Contract and even after its expiration, from any payment requests and/or damage claims, of any nature and by anyone raised, and/or from any penalty that may directly or indirectly arise from the failure to comply with the

obligations set forth by law and/or the Agreement on the part of the Financial Operator.

6.21. The Financial Operator further undertakes to indemnify and hold ARIA S.P.A. harmless from any and all detrimental consequences that may arise from the presumed application (a) of Article 1676 of the Civil Code, (b) of Legislative Decree No. 81/2008, as well as from any possible claim and/or action by the Financial Operator's personnel, regarding alleged labor or de facto relations with ARIA S.P.A..

6.22. In the case of temporary groupings of competitors, in accordance with the provisions of the deed of incorporation, each member of the grouping is required to invoice the operations related to the execution of the services within their own competence. The lead contractor is responsible for ensuring and verifying in advance the correctness of the invoices electronically issued by the subcontractors and submitted to ARIA S.P.A..

6.23. In accordance with the provisions of the deed of incorporation, pursuant to Article 68, paragraph 6 of the Code, payments will be made to the lead contractor or, alternatively, to the individual members of the grouping simultaneously. In the first case, the lead contractor undertakes to comply with Law 136/2010 and its subsequent amendments and integrations for payments made to the subcontractors and is solely responsible to the subcontracting companies for the periodic settlement of the amounts due to them

## **7. OBLIGATIONS OF THE FINANCIAL OPERATOR**

7.1. The Financial Operator undertakes, at its own care and expense, to carry out the activities and all other obligations specified in this Contract and in the Contract Documents, in accordance with the provisions set forth in Annex I.7 of Legislative Decree No. 36 of March 31, 2023

7.2. The Financial Operator shall be civilly liable for all activities arising from and related to this Contract, and for any damages that may occur in the performance of the services, whether directly or indirectly, to persons, including workers, property, and goods.

7.3. The Financial Operator affirms that it possesses the appropriate organizational structure and specific expertise to perform the activities specified in this Agreement, which it undertakes to carry out using its own personnel and resources, except for any portions that may be subcontracted.

7.4. The Financial Operator undertakes to comply with all applicable laws, regulations, and collective agreements, including any subsequent amendments, concerning employment relationships for all individuals performing work on its behalf, whether under permanent or occasional contracts. The Financial Operator shall bear full responsibility for any damage or injury to these individuals, or caused by them, in the execution of any activity related, directly or indirectly, to the services under this Contract, and shall indemnify and hold ARIA S.P.A. harmless from any burden, liability, or damage that may arise therefrom

7.5. By signing this Agreement, the Financial Operator unconditionally accepts and undertakes to respect and enforce the provisions of the “Patto di integrità in materia di appalti pubblici regionali (Integrity Pact with regard to regional public procurement)” to all possible subcontractors and assignees, as well as to all suppliers and service providers.

7.6. The Financial Operator undertakes to comply with the laws on public works, employment, environment and safety, as well as the current Contratto Collettivo Nazionale di Lavoro (Italian National Labour Contract - CCNL). The Financial Operator also undertakes to adhere to the remuneration and contribution obligations in the execution of labor relations arising from legal provisions and collective labor agreements at all levels signed by trade union organizations, as well as all current regulations on workplace safety and accident prevention

7.7. By signing this Agreement, the Financial Operator undertakes to promptly report to the Police or the Judicial Authority any unlawful request for money, services, or other benefits, or any offer of protection made at the time of hiring or during the execution of the Contract towards one of its representatives or employees, and to notify the Prefettura

and ARIA S.P.A. of the formalization of such a report.

7.8. The Financial Operator undertakes to use one or more bank or postal accounts, opened with banks or Poste Italiane S.p.A., dedicated – though not exclusively – to this Agreement, on which all financial transactions related to the Agreement shall be recorded, to be carried out exclusively through bank or postal transfers or other payment or collection instruments that ensure full traceability of the transactions.

7.9. For the purposes of financial flow traceability, the payment instruments must include, for each transaction related to this Contract, the Competition Identification Code (CIG), assigned by Autorità di vigilanza sui contratti pubblici di lavori, servizi e forniture (Public Contracts Authority for works, services, and supplies), and the Single Project Code (CUP).

7.10. The Financial Operator shall be obliged to carry out the assignment (as per the technical tender submitted) for the entire duration of the Agreement, in the following persons:

- a. The role of Head of Architectural Design with a coordinating function between the various disciplines shall be assumed by:
- b. The role of Head of structural and anti-seismic design shall be assumed by:
- c. The role of Head of landscape design shall be assumed by:
- d. The role of Head of electrical and special systems design shall be assumed by:
- e. The role of Head of road design shall be assumed by:
- f. The role of Head of water and mechanical systems design shall be assumed by:
- g. The role of acoustic design manager will be held by:
- h. The role of fire protection design manager will be held by:
- i. The role of Safety Coordinator during the design phase will be assumed by:
- j. The role of Geologist shall be assumed by
- k. The role of BIM Manager shall be assumed by

- l. The role of BIM specialist shall be assumed by
- m. The role of CDE Manager shall be assumed by
- n. The young professional will be [...]

as well as by making use of the additional professionals indicated by name and who are part of the working group as indicated in the tender

7.11. The Financial Operator shall also be required to maintain, for the entire duration of the Agreement, the operating structure described in his Tender and to employ all the indicated professional figures in the implementation of the BIM digital information management.

7.12. Under no circumstances, without the explicit authorisation of ARIA S.P.A., will the Financial Operator have the right to change the composition of the Working Group and/or the names of the subjects indicated in the Tender; in the event of unauthorised changes within the Working Group, ARIA S.P.A. is entitled to suspend, in whole or in part, payments, until the contractual conditions are met, as well as to terminate the Agreement in accordance with the following article 18 (TERMINATION OF THE CONTRACT).

7.13. 7.12. ARIA S.P.A. has the right to request, at any time and for justified reasons, related to and/or attributable to the detected professional unsuitability of the staff responsible for carrying out the services covered by the Agreement, including those related to BIM digital information management, the replacement of the same, without the Financial Operator being able to make any claims of any kind, for any reason, against ARIA S.P.A.; in the event that the replacement is requested, the Financial Operator must proceed with the replacement within 10 consecutive calendar days from the receipt of the formal request by ARIA S.P.A.. In any case, the staff proposed for replacement must have professional qualifications that are not lower than the one replaced.

7.14. The Financial Operator shall be obliged to notify ARIA S.p.A. of any event that may have led to the loss of professional fitness of the staff responsible for carrying out the services covered by the Agreement within ten days of their occurrence.

7.15. In case of failure to communicate any causes for the loss of professional suitability

of the personnel responsible for carrying out the services covered by the Agreement, or in case of failure to replace the staff as requested, ARIA S.P.A. will proceed with the application of the penalties referred to in the following art. 11, or upon rightful termination of this Agreement.

## **8. SUB-ASSIGNMENTS AND SUBCONTRACTS**

8.1. The Financial Operator may use subcontractors for the execution of services in compliance with art. 119 of the Code, Law no. 136/2010. The subcontract must be authorized by ARIA S.p.A..

8.2. The subcontractor must be qualified for the services to be performed; the subcontractor must not be subject to the causes of exclusion referred to in Chapter II, Title IV, Part V of the Code (in this case, with the authorization of the Administration, the successful bidder may replace the subcontractor); the benefits or services, which are intended to be subcontracted, must be indicated at the time of the tender.

8.3. Obligations and responsibilities of the Financial Operator

a. Financial Operator:

- i. is jointly liable with the Subcontractor to the Contracting Authority for the performance of the Agreement.
- ii. is jointly liable with the Subcontractor for social security and wage obligations.
- iii. is jointly liable with the Subcontractor for compliance with the economic and regulatory terms set forth in collective labor agreements.
- iv. is jointly liable with the Subcontractor for all obligations arising from this Contract.

8.4. Obligations of the Subcontractor

a. Subcontractor:

- i. is jointly liable with the main contractor to the Contracting Authority for the performance of the services.

- ii. is jointly liable with the main contractor for social security and wage obligations.
  - iii. must ensure the same quality and performance standards as those set forth in the main contract and guarantee workers with an economic and regulatory treatment no less favorable than that provided by the main contractor;
  - iv. is jointly liable with the main contractor for safety obligations.
- 8.5. performance of any subcontractors is included in the Fee
- 8.6. Subcontracts that do not constitute subcontracting, as referred to in the third-to-last sentence of Article 119, paragraph 2 of Legislative Decree No. 36/2023, are subject to the obligation of notification to the Contracting Authority within the terms set forth therein, and to comply with the financial flow traceability requirements pursuant to Law No. 136/2010.
- 8.7. Subcontracting is subject to the prior approval of the Contracting Authority, granted following verification of registration in the “white list” referred to in Article 1, paragraphs 52 and 52-bis of Law No. 190/2012 as amended, and verification of the assumption of obligations concerning the traceability of financial flows pursuant to Law No. 136/2010.
- 8.8. Without prejudice to the provisions of Article 120, paragraph 1, letter d) of the Code, and within the limits set out in the tender documentation, the transfer of the contract shall be deemed null and void. In addition, any agreement providing for the full performance of the contracted services by third parties is considered null.

## **9. GUARANTEES, INSURANCE COVERAGES AND CHARGES**

- 9.1. Simultaneously with the signing of this Agreement, the Financial Operator has provided ARIA S.p.A. with a guarantee issued by [ ] – No. [ ], for an amount of Euro [ ], equal to 10% of the contract value, in accordance with the Article 117 of the Code, the provisions contained therein and in compliance with the procedures set forth in the tender rules.
- 9.2. The Financial Operator undertakes to replenish the abovementioned guarantee or

the security deposit if, during the execution of the contract, it is partially or entirely drawn upon due to delays or defaults attributable to the Financial Operator. The replenishment must be carried out within a peremptory term of fifteen days from the date of drawdown.

9.3. In the event of failure to fully replenish the guarantee within the time limits set out above, ARIA S.p.A. will send a formal request via certified email. If, even after such request, the Financial Operator fails to fully replenish the guarantee within five days from receipt of the request, the replenishment will be made by withholding the corresponding amounts from the payment installments, without prejudice to ARIA S.p.A.'s right to terminate the contract pursuant to Article 1456 of the Code.

9.4. The Parties further acknowledge that, upon the signing of this Contract, the Financial Operator has delivered to ARIA S.p.A. a professional liability insurance policy issued by ....., valid until ....., with a maximum coverage of ....., This policy covers errors or omissions occurring in the performance of design and/or works supervision and health and safety coordination activities, and extends to damages caused by collaborators, employees, and trainees. It is accompanied by a declaration from the Financial Operator undertaking to maintain the insurance coverage until the issuance of the final acceptance certificate or certificate of regular execution.

9.5. The Financial Operator undertakes to renew such policy throughout the duration of the Contract. In the event of failure to renew the policy, ARIA S.p.A. reserves the right to terminate the contract pursuant to Article 1456 of the Civil Code, and the consequences set forth in Article 18 (TERMINATION OF THE CONTRACT) of this Contract shall apply. Any deductibles, uncovered amounts, or limitations in the insurance policy shall be entirely borne by the Financial Operator.

9.6. (If the Financial Operator is constituted as a temporary consortium) the guarantee must be submitted, by irrevocable mandate, by the lead company in the name and on behalf of all consortium members, without prejudice to the joint and several liability of the companies. Each member of the consortium must, however, submit its own

professional liability insurance policy:

- a. [ ] issued by [ ], No. [ ], with coverage of Euro [ ];
- b. [ ] issued by [ ], No. [ ], with coverage of Euro [ ];
- c. [ ] issued by [ ], No. [ ], with coverage of Euro [ ];

9.7. It is hereby understood that the Financial Operator, being liable for any damage or harm of any kind caused to ARIA S.p.A. by its activities, may in no case invoke the liability of ARIA S.p.A. for any such damage or harm as described in this article.

9.8. The required guarantees must conform to the standard template referred to in Article 117, paragraph 12 of the Code. The second and third periods of the same paragraph shall also apply.

## **10. DURATION OF THE AGREEMENT**

10.1. The Agreement shall commence on the date of issuance of a Specific Service Order by the RUP and shall terminate upon approval of the PE (Project Execution Plan) by the Contracting Authority.

10.2. The Agreement has a total duration of 90 calendar days, subject to the deadlines referred to in point 12.5.a.

10.3. The Financial Operator shall not be entitled to any reimbursement, compensation, payment, or damages of any kind in relation to any division or extension of the contract execution terms or any postponement of the start date of the aforementioned activity, even if such postponement causes delays in execution.

10.4. Any delays in delivery attributable to the Financial Operator and not due to delays in verification by the competent authorities—provided such delays are promptly reported by the Financial Operator to ARIA S.p.A. via certified email (PEC)—shall result in the application of the penalties provided under Article 11 (PENALTIES), without prejudice to ARIA S.p.A.'s right to terminate the Contract pursuant to Article 18 (TERMINATION OF THE CONTRACT).

10.5. The Financial Operator is required to carry out the contractual services at the

prices, terms, and conditions established in this contract, even in the event of a division or extension of the execution deadlines and/or any postponement of the start date of the activities, including when such postponement causes delays in execution.

10.6. Delays in the execution of activities attributable to the Financial Operator shall result in the application of the penalties provided under Article 11 (PENALTIES), without prejudice to ARIA S.p.A.'s right to terminate the Contract pursuant to Article 18 (TERMINATION OF THE CONTRACT).

10.7. The unilateral suspension of activities by the Financial Operator, due to disagreements with ARIA S.p.A. or for any other reason, lasting more than 10 consecutive calendar days, shall result in the application of the penalties provided under Article 11 (PENALTIES), without prejudice to ARIA S.p.A.'s right to terminate the Contract pursuant to Article 18 (TERMINATION OF THE CONTRACT).

## **11. PENALTIES**

11.1. In the event of delay in the execution of the professional services, ARIA S.p.A. shall charge the Financial Operator the penalties provided for under Article 126 of the Code.

11.2. The penalties due for delayed performance shall be calculated on a daily basis, ranging between 0.5 per thousand and 1 per thousand of the net contractual amount related to the design activities, to be determined according to the extent of the consequences resulting from the delay. In any case, the total amount of penalties shall not exceed 10% of said net contractual amount.

11.3. In case of delay by the Financial Operator in delivering the pGI – prepared pursuant to and for the purposes of Article 12.5.a – with respect to the deadline indicated therein, a daily penalty equal to 1 per thousand of the net contractual amount related to the design shall be applied for each day of delay until the pGI is delivered, unless the delay exceeds 30 consecutive calendar days. If the delay exceeds said term, the provisions of Article 18 shall apply.

11.4. The application of the penalties referred to in this Article shall not affect ARIA S.p.A.'s right to compensation for any additional damages suffered due to the delays, without prejudice to its right to terminate the contract as provided in Article 18.

11.5. The penalty shall be notified to the Financial Operator after a written notice of default from RUP, and shall be deducted from the first available payment. ARIA S.p.A. shall also retain the right to recover said penalties through deduction from the performance guarantee, in whole or in part.

11.6. The amount of penalties accrued shall be withheld by ARIA S.p.A. upon authorization by the RUP for the first invoice issued after the delay that triggered the penalty, for an amount corresponding to the penalty.

11.7. If the total penalty amount exceeds 10% (ten percent) of the Contract value, ARIA S.p.A. may terminate the Agreement under the provisions of Article 18 (TERMINATION OF THE CONTRACT) and reject the related services with all associated consequences.

11.8. The right to claim compensation for any additional damages remains unaffected.

## **12. METHODS OF PERFORMANCE OF THE SERVICES**

### 12.1. Design Development

- a. Unless otherwise provided by Article 12.2.d (VALIDATION AND APPROVAL OF THE DESIGN), the Financial Operator shall incorporate into the Project—whether already prepared and submitted—and simultaneously update the relevant BIM models as specified in the Information Requirements and the Information Management Offer, all changes requested by ARIA S.P.A. that aim to optimize the Project and are justified by objective and recognizable technical or regulatory requirements. These may include requirements from Authorizing Bodies, Utility Providers (e.g., A2A), and the Lombardy Region, including any arising during the design development phase. Such changes shall not entitle the Financial Operator to additional compensation, except in the case provided under Article 12.3.a (Variants During Execution). These changes may also

involve a reduction in the works to be designed.

- b. The Parties shall engage in mutual and continuous discussions regarding the development of the activities under this Contract and agree—within 5 days from the Contract's signing date—on a schedule of periodic meetings, to be held weekly.
- c. Minutes shall be drafted and signed by all attendees for each meeting. Required attendees:
  - i. For ARIA S.P.A.: RUP, or a delegate, and technical personnel ARIA S.p.A. deems necessary.
  - ii. For the Financial Operator: the Team Coordinator, the BIM Coordinator and/or any other person designated by the Financial Operator, as well as any collaborators requested by ARIA S.p.A. to attend.
- d. The Financial Operator shall provide ARIA S.P.A. with all necessary technical and administrative support and documentation to obtain authorizations, permits, approvals, or any other enabling acts from the relevant authorities. In the case of a services conference, the Financial Operator shall assist ARIA S.P.A. throughout all scheduled sessions and take part in preliminary meetings to reduce the number of official sessions.
- e. The Financial Operator shall also assist ARIA S.P.A. in obtaining the required authorizations for the subsequent development and execution of the works.
- f. The compensation for all the activities described in this article is included in the Remuneration referred to in Article 5.

## 12.2. Validation and Approval of the Design

- a. ARIA S.P.A., through the RUP and with the support of designated consultants, shall carry out both design monitoring and verification/validation of the documentation prepared at each project phase, in accordance with the Code and the Information Requirements.
- b. Project verification will follow the criteria in Article 42 of the Code and Annex I.7.

- c. Upon completion of the verification, the Final Design will be subject to approval by ARIA S.P.A. in accordance with Article 38 of the Code. ARIA S.P.A. shall complete the approval process within 15 days of the verification's conclusion.
- d. If ARIA S.P.A. deems the submitted design does not adequately meet the criteria under Article 12.2.2, it will invite the Financial Operator to respond to the Verification Reports and make the required amendments and additions within a period of no less than 7 days. Accordingly, the timeline in Article 12.2.3 will be extended by the same number of days.
- e. Failure to comply with the deadlines in Article 12.2.4 will result in the design documents and BIM models being considered as not timely submitted and subject to penalties under Article 11 (PENALTIES). The grace period defined in Article 11 will apply.
- f. Failure by the Financial Operator to make the required changes under Article 12.2.4 will constitute grounds for automatic contract termination under Article 1456 of the Italian Civil Code and Article 18 (TERMINATION OF THE CONTRACT) of this Agreement.
- g. No additional compensation shall be granted for project activities if the changes are attributable to the Financial Operator.

### 12.3. Variants During Execution

- a. Changes during execution are permitted only in cases provided by the Code.

### 12.4. Project Documents

- a. For each document deliverables in every project phase - besides uploading them to the CDE (Common Data Environment) - the Financial Operator shall deliver one (1) signed and stamped hard copy to ARIA S.P.A., in accordance with ARIA S.P.A.'s instructions.
- b. Compensation for these activities is included in the remuneration referred to in Article 5.
- c. Additional copies requested by ARIA S.P.A. shall be prepared by the Financial

Operator, with only actual reproduction costs reimbursed.

#### 12.5. Information Management Plan (pGI)

- a. Within 30 days by the signing the Agreement, the Financial Operator shall submit the first draft of the Information Management Plan to the Contracting Authority for approval, based on the accepted Information Management Offer.
- b. The Information Management Plan must comply with the Information Requirements and reflect the content of the accepted Information Management Offer. The Financial Operator must formally request from the Contracting Authority any clarifications delegated to it under the Information Requirements, in due time to meet the submission deadline. The Contracting Authority may call specific meetings to provide such clarifications.
- c. The Contracting Authority shall review the pGI and may request necessary amendments. The Financial Operator must comply within 5 days from the request, or within any longer period set by the Contracting Authority. A new review-approval period begins upon resubmission and shall allow the Contracting Authority at least 10 days for approval.
- d. The Contracting Authority may monitor the drafting of the pGI and issue instructions to remedy any identified shortcomings which the Financial Operator must follow.
- e. The pGI may be updated during contract execution, either upon the Contracting Authority's request or upon proposal by the Financial Operator if approved by the Contracting Authority. In such cases, the same delivery and approval procedures as above shall apply.
- f. The Financial Operator must perform digital construction management using digital methods and tools, strictly following the Information Requirements and the approved pGI.
- g. In the event of discrepancies between the Information Requirements and the pGI, the Information Requirements shall prevail.

### **13. TECHNICAL ADVISORY BOARD**

13.1. No Technical Advisory Board is envisaged for this Agreement

### **14. PROJECT MANAGER AND CONTACT PERSON OF THE FINANCIAL OPERATOR**

14.1. The Parties acknowledge that:

a. RUP is arch. Rodolfo Bandera

c/o ARIA S.P.A. – Piazza Gae Aulenti 1 - 20154 Milano

Tel. 02.39331. [ ] - email: [ ]

b. The Financial Operator's contact person is: [ ]

c/o [ ]

Tel. [ ] – email: [ ]

14.2. Each Party must notify the other, by certified email, of any replacement of the subjects appointed pursuant to this article. In any case, any replacement, even temporary, of the Financial Operator's Contact Person must be authorised in advance by ARIA S.P.A.. Any change in these data will be ineffective in the absence of a specific communication in this regard issued in the manner provided in this article.

14.3. Any notice, communication or document to be sent to each of the Parties to the Agreement must be in writing, unless otherwise established, and must be received by certified email to the addresses mentioned in the previous paragraphs 1 and 2

14.4. ARIA S.P.A. acknowledges that the Director of Agreement Execution (DEC), to whom all functions are conferred in accordance with the Code and Ministerial Decree 49/2018, will be appointed before the start of the services and formally communicated to the Financial Operator.

### **15. AMENDMENTS TO THE CONTRACT**

15.1. Any amendment or addition to the Contract and the Contractual Documents shall be made in writing and by mutual agreement between the Parties

### **16. ASSIGNMENT OF CONTRACT AND ASSIGNMENT OF RECEIVABLES**

16.1. The assignment of the Contract is prohibited.

16.2. The assignment of receivables is permitted pursuant to, and in accordance with, Article 120, paragraph 12 of the Code.

16.3. To be enforceable against the contracting authorities, the assignment of receivables must be executed by public deed or by private agreement with notarized signatures and must be duly notified to the debtor public administration.

16.4. Without prejudice to the obligations regarding traceability, ARIA S.p.A. reserves the right to reject any assignment of receivables by providing notice to the assignor and the assignee within forty-five (45) days from the notification of the assignment.

16.5. ARIA S.p.A. shall retain the right to raise against the assignee any and all objections that could have been raised against the assignor pursuant to the Contract.

16.6. The Financial Operator/Assignor is required to inform the Assignee of the Single Project Code (CUP), the Competition Identification Code (CIG), and the details of the Dedicated Bank Account.

16.7. The Assignee, for all payments related to this Agreement, shall also use a dedicated bank account and must communicate the relevant account details to ARIA S.p.A.

16.8. The Deed of Assignment must include the Assignee's obligation to make payments in favor of the Assignor by bank transfer using the respective dedicated bank accounts of the Assignor and the Assignee, and specifying both the CUP and CIG in the payment reference.

## **17. SUSPENSION OF THE CONTRACT – FORCE MAJEURE**

17.1. Temporary Suspension of the Contract's Legal Effect

- a. ARIA S.P.A. shall have the right, at its sole discretion and for justified reasons, to temporarily suspend the execution of the service.
- b. The suspension shall be communicated to the Financial Operator via certified email (PEC) and shall take effect from the date of receipt by the Financial Operator.

- c. Following the suspension, the Financial Operator shall be entitled to an extension of the contractual deadlines for a period equal to the duration of the suspension.
- d. It is understood that during the suspension period, the Financial Operator shall not be entitled to any compensation or indemnity whatsoever.
- e. If the service is interrupted or suspended for reasons not attributable to the Financial Operator for a continuous period of not less than twelve (12) months, the Financial Operator shall have the unilateral right to withdraw from the Contract by means of written notice sent via certified email (PEC), without claiming or demanding anything from ARIA S.P.A., except for the fees accrued for requested and already performed services. Should the withdrawal not be exercised within fifteen (15) days following the expiration of the aforementioned period, the Financial Operator shall remain bound by this Contract without any additional compensation or revision of the agreed consideration.

#### 17.2. Force Majeure

- a. If a Force Majeure occurs, as defined in Article 2 of this Contract, the Financial Operator whose performance of obligations is prevented or delayed by such event shall promptly — and in any case no later than 5 days from the occurrence of the event — notify the RUP (Project Manager), providing:
  - i. a description of the event, its expected duration, and the impact on the performance of its obligations;
  - ii. the remedies it intends to adopt.

17.3. The Parties shall subsequently verify the above-mentioned circumstances by drawing up a specific report and shall jointly identify possible mitigation actions to address the effects caused by the Force Majeure event.

17.4. During the existence of a Force Majeure event, the affected Party undertakes to:

- a. provide the other Party with an estimate of the duration of the event and its impact on the fulfilment of its obligations.

- b. make all reasonable efforts to continue and fulfill its obligations.
- c. take all possible actions to control or terminate the event.
- d. take all possible actions to recover delays in the performance of the Contract and to mitigate any other negative consequences of the event on the performance of the Agreement.
- e. keep the other Party constantly informed of all actions undertaken — as well as their effects — in order to control or terminate the event, recover delays in performance, and mitigate other negative impacts of the event on the Agreement.
- f. promptly notify the other Party of the end of the event.

17.5. In the event of a Force Majeure that causes a delay in the performance of the Contract, the Financial Operator shall be entitled to an extension of the contractual deadlines equal to the actual delay incurred.

## **18. TERMINATION OF THE CONTRACT**

18.1. Without prejudice to the hypotheses and procedures for termination provided for in Article 122 of the Code, and without prejudice to any other legal remedy, ARIA S.P.A. shall have the right to terminate the Contract, in accordance with Article 1456 of the Civil Code, upon the occurrence of any of the following events:

- a. Violation of the obligations under Law No. 136 of August 13, 2010, without prejudice to the right to compensation for further damages if the Financial Operator becomes insolvent or is subject to bankruptcy or any other insolvency procedure that prevents the continuation of the activity.
- b. In all cases where transactions are carried out without using a bank or postal transfer or other tools that ensure the full traceability of the operations, in violation of the obligations set forth in Article 6.13 of this Contract and Law No. 136 of August 13, 2010, and subsequent amendments.
- c. Unauthorized change of the composition of the Work Group as stated in the

Offer.

- d. Failure to notify ARIA S.P.A. of any loss of professional suitability by the personnel responsible for carrying out the services under the Contract, or failure to replace the personnel upon ARIA S.P.A.'s request.
- e. Manifest incapacity or inadequacy, including legal incapacity, in the execution of the Agreement.
- f. Failure to present, renew, or return the guarantee or insurance policy as required.
- g. A delay resulting in penalties — as per the previous Article 11 (PENALTIES) — amounting to more than 10% of the net contractual fee.
- h. If the Financial Operator is found guilty of fraud or gross negligence.
- i. If the Financial Operator suspends the performance of the contract for more than 10 consecutive calendar days due to disagreements with ARIA S.P.A. or any other cause;
- j. Existence of elements relating to attempts of mafia infiltration into the companies or enterprises involved in the execution of the Contract, following checks under Article 91, paragraph 1, of Legislative Decree 159/2011.

18.2. Upon the occurrence of any of the above-mentioned grounds for termination, the Contract shall be deemed terminated by law as soon as ARIA S.P.A. notifies the Financial Operator, by a formal termination notice sent by certified email within 10 days of the event, of its intention to invoke the termination clause, which is for the exclusive benefit of ARIA S.P.A..

18.3. In the event of termination of the Contract for non-performance by the Financial Operator, the latter shall be entitled only to payment for the services duly performed and accepted by ARIA S.P.A., minus any additional costs incurred by ARIA S.P.A. due to the termination of the Contract (including higher costs for assigning the remaining contractual services to another party) and the amount of damages suffered by ARIA S.P.A..

18.4. If the Financial Operator fails to precisely fulfill the obligations under the Contract,

ARIA S.P.A., pursuant to Article 1454 of the Civil Code, will issue a formal notice to comply, granting a minimum period of 15 days, or a longer period deemed appropriate by ARIA S.P.A., with an express warning that, if this period expires without compliance, the Contract will automatically be terminated

18.5. ARIA S.P.A. reserves the right to request judicial termination of the Contract for any other serious breach or improper performance by the Financial Operator.

18.6. In any case of termination of the Contract, the Financial Operator shall compensate ARIA S.P.A. (and any relevant contracting entities) for all direct and indirect damages, without exception, and reimburse them for the additional costs incurred, without prejudice to the payment of any penalties referred to in Article 11 (PENALTIES), if applicable.

18.7. It is specified that in all cases of termination of this Contract due to reasons attributable to the Financial Operator, as well as in any other case of early termination of the contract, the Contracting Authority shall retain ownership of the models shared in ACDat and delivered. The Contracting Authority may use any work produced by the Financial Operator in accordance with the provisions of the Information Specification.

## **19. TERMINATION**

19.1. Without prejudice to the provisions of Articles 88, paragraph 4-ter, and 92, paragraph 4, of the Anti-Mafia Code and Prevention Measures as per Legislative Decree No. 159 of September 6, 2011, ARIA S.P.A. has the right to terminate the Contract pursuant to Article 123 of the Code; this right shall be exercised through a formal written communication to the Financial Operator, with a notice period of at least twenty days.

19.2. In the event of termination, the tenth of the amount for services not performed for the purposes of applying Article 123, paragraph 1, of the Code shall be calculated on the difference between the amount of four-fifths of the bid price, excluding the auction discount, and the net amount of the services actually performed.

## **20. RESOLUTION OF DISPUTES**

20.1. In case the clauses of this contract generate interpretative doubts, the most appropriate interpretation for the execution of the assignment in the interest of both parties shall be adopted.

20.2. Any disputes regarding subjective rights arising from the execution of the Contract may be resolved by the Parties through settlement, pursuant to Article 212 of the Code. The legal representative pro tempore of ARIA S.P.A. is the person responsible for evaluating or proposing a settlement, after consulting the Responsible Project Manager.

20.3. In any case, the Financial Operator is required, even in the presence of disputes and disagreements, to comply with the provisions of ARIA S.P.A., without suspending or prejudicing the proper execution of the Contract and without raising any objections, waiving the exception under Article 1460 of the Civil Code.

## **21. PERSONAL DATA PROCESSING – INFORMATION ON PERSONAL DATA PROCESSING**

21.1. This Information is provided by ARIA S.P.A. as the data controller (hereinafter, also referred to as “Controller”), pursuant to Article 13 of EU Regulation 2016/679 – General Data Protection Regulation (hereinafter, also referred to as “Regulation”) and Legislative Decree No. 196 of June 30, 2003 (as amended by Legislative Decree No. 101 of August 10, 2018), with the aim of providing information regarding the purposes and methods of processing personal data, the potential recipients of the data, and the rights granted to the data subject (hereinafter referred to as the “Data Subject”).

21.2. Personal data processing refers to any operation or set of operations, carried out with or without automated processes, applied to personal data or sets of personal data, even if not recorded in a data bank, such as collection, registration, organization, structuring, storage, processing, selection, blocking, adaptation, modification, extraction, consultation, use, communication by transmission, dissemination, or any other form of making available, comparison or interconnection, restriction, deletion, or destruction.

21.3. The data is processed for the purpose of executing this Contract and fulfilling all related fiscal, accounting, and administrative obligations, as well as any other legal

obligation arising directly or indirectly from it.

21.4. The legal basis for processing is the execution of a contract in which the data subject is a party or the execution of pre-contractual measures taken at the request of the data subject, pursuant to Article 6, paragraph 1, letter (b) of the Regulation. The refusal of the data subject to provide personal data will result in the impossibility of proceeding with the establishment of the contractual relationship.

21.5. Pursuant to Article 13, paragraph 1, letter (e) of the Regulation, personal data may be communicated to subjects operating on behalf of the data controller or otherwise under its authority. Data may also be communicated to any third party when the communication is mandatory by law, including in the context of the prevention/repression of any unlawful activity. A list of companies acting as data processors (hereinafter referred to as "Processors") pursuant to Article 28 of the Regulation is available at the Controller's headquarters.

21.6. Regarding the personal data subject to processing for the execution of the Contract, the data will be processed using paper-based means and with the aid of electronic or automated tools and stored in compliance with the principles of necessity and proportionality, and in any case, until the purposes of processing have been fulfilled, applying the civil law rules related to prescription.

21.7. Data Subjects are informed that they have the right to object at any time to the processing of their personal data. Furthermore, Data Subjects have, where applicable, the rights provided under Articles 15-22 of the Regulation, including the right to request rectification, deletion, or restriction of the processing of their personal data, or to object to their processing, as well as to lodge a complaint with the Data Protection Authority.

21.8. The Data Protection Officer (DPO) can be contacted at the following email address: [rdp@ARIA S.p.A..it](mailto:rdp@ARIA S.p.A..it).

21.9. The data controller of personal data is ARIA S.p.A., headquartered at Via Torquato Taramelli n. 26, 20124 – Milan. The Data Subject may contact the Controller to exercise

the aforementioned rights by sending a registered letter to Via Torquato Taramelli n. 26, 20124 – Milan, attention: "Data Protection Support Structure of ARIA S.p.A." or via email at [uffprivacy.siss@ARIA S.p.A..it](mailto:uffprivacy.siss@ARIA S.p.A..it).

## **22. MODEL OF ORGANIZATION AND MANAGEMENT PURSUANT TO LEGISLATIVE DECREE NO. 231/2001 AND CODE OF ETHICS AND BEHAVIOR**

22.1. The Contractor declares to be aware that ARIA S.p.A. has implemented Legislative Decree No. 8 of June 2001, No. 231 by adopting the Organization and Management Model - General Part (hereinafter, the "Model 231"), published at <http://www.ARIA S.p.A..it> in the section "Società trasparente/Altri contenuti – Prevenzione della corruzione," which the Contractor declares to have reviewed and understood.

22.2. The Contractor further declares to be aware that ARIA S.p.A. has adopted a Code of Ethics and Behavior published at <http://www.ARIA S.p.A..it> in the section "Società trasparente/Altri contenuti – Prevenzione della corruzione," which the Contractor declares to have reviewed and understood.

22.3. Consequently, the Contractor undertakes to comply with the contractual obligations assumed therein, in full respect of the principles of legality, transparency, and fairness expressed in the Model 231 and the Code of Ethics and Behavior of ARIA S.p.A., which the Contractor declares to share and commit to aligning their behavior with in the performance of the contractual services rendered in favor of, in the name of, and/or on behalf of ARIA S.p.A.

22.4. The Contractor declares to be aware that the failure to observe the above-mentioned principles of legality, transparency, and fairness in the execution of this Contract may constitute a serious breach of the obligations assumed, with the resulting right of ARIA S.p.A. to terminate the Contract with immediate effect pursuant to Article 1456 of the Civil Code, with all legal consequences.

## **23. INCOMPATIBILITY**

23.1. By signing this Contract, the Contractor expressly and irrevocably declares that the signing occurs in compliance with the provisions of Article 53, paragraph 16-ter, of

Legislative Decree No. 165/2001.

23.2. If the declaration made is found to be untrue, the Supplier acknowledges and accepts that the consequences provided by the aforementioned regulation will apply.

23.3. Plan for the Prevention of Corruption and Transparency pursuant to Law No. 190/2012 and Integrity Pact in Public Contracts of the Lombardy Region

23.4. By signing this Contract, the Contractor declares to have reviewed the Three-Year Plan for the Prevention of Corruption and Transparency (hereinafter "PTPCT"), as per Law No. 190 of November 6, 2012, adopted by ARIA, published on its institutional website (Transparent Company Section - General Provisions), and undertakes to engage in behaviors in line with the guidelines and principles contained therein.

23.5. By signing this Contract, the Contractor declares to have reviewed and fully and unconditionally accepted the "Integrity Pact in Public Contracts of the Lombardy Region and Entities of the Regional System under Annex A1 to Law No. 27 of December 27, 2006 No. 30" (hereinafter "Integrity Pact"), published at <http://www.ARIA S.p.A..it>, section "Società Trasparente/Altri contenuti – Prevenzione della Corruzione," and undertakes to conform to and base its behavior on the principles of loyalty, transparency, and fairness.

23.6. By signing this Contract, the Contractor acknowledges that failure to comply with the aforementioned principles of legality, transparency, and fairness in the execution of this Contract will result, as per Legislative Decree No. 36/2023, in the revocation of the award, the forfeiture of the performance bond, and the termination of the contract.

#### **24. CONTRACT EXPENSES AND TAX TREATMENT**

24.1. All charges, costs, taxes, duties, and expenses, including those of a fiscal and notarial nature, relating to the Contract, its execution, or otherwise arising therefrom, including stamp duties and registration fees, shall be borne by the Financial Operator.

Read, confirmed and signed.

**Azienda Regionale per l'Innovazione e gli Acquisti S.p.A.**

[ ]

THE FINANCIAL OPERATOR

[ ]

Digitally signed electronic document in accordance with the single text of Presidential

Decree 28 December 2000, no. 445

of Legislative Decree no. 7 March 2005, no. 82 and related standards.