

to Innovative Sensor Technology IST AG

Stegrütistrasse , 14

9642 Ebnat-Kappel (EE) SVIZZERA

C.F.                      VAT NUMBER: CH106660922

EMAIL: info@ist-ag.com

Order n° 107 date 31/01/2024

Please remember to make reference to the order number on description when sending invoices, and for goods delivered, also indicate the number of the delivery document.

DESCRIPTION									
Supply of P0K1.0805.2ST.A Pt ThinFilm Measuring Resistor									
EXTERNAL REFERENCE					HEAD OF PROCEDURE				
117917					Ms. Daniela Cutugno				
PAYMENT METHOD		BANK			AGENCY		ACCOUNT		

	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE	DISCOUNT	SURCHARG E €	NET PRICE W/O VAT	NOT SUBJECT TO VAT	NOT SUBJECT TO VAT EX ART 72
1	Pos 20-150043 P0K1.0805.2ST.A Pt ThinFilm Measuring Resistor	50	3,0000	150,00	0,00	0,00	0,00	150,00	0,00
2	Energy surcharge 3.00%	1	4,5000	4,50	0,00	0,00	0,00	4,50	0,00
3	Shipment costs aprox. 60€ on final invoice	1	60,0000	60,00	0,00	0,00	0,00	60,00	0,00

TOTAL PRICE €							214,50		
TOTAL DISCOUNT €							0,00		
TOTAL SURCHARGE €							0,00		
FISCAL TOTAL ORDER €							214,50		

Line n°	CUP
1,2,3	E13C22003420001

Line n°	CIG
1,2,3	B00C78688A

Line n°	PROJECT
1,2,3	ITA_NEXT-GEN_FERNICOLA

PURCHASE CAUSAL	DIRECT AWARD
DELIVERY MODE AND ADDRESS	Delivery Term: DAP, Torino - Delivery Times: in stock - Delivery Address: I.N.R.I.M. - Strada delle Cacce, 91 - I 10135 TORINO TO – Italy - opening hours: mon.-thur. 9:00-12:30/14:30- 16:30 / frid. 9:00-12:30. - Reference Contact: Mr. Pugliese Diego
PAYMENT TERMS	30 days - Wire Transfer

**The General Director**

*Electronic document digitally signed pursuant to the  
Italian legislative decree n. 82/2005*

COPY FOR THE SUPPLIER

Place and date: \_\_\_\_\_

for acceptance: the Company

\_\_\_\_\_  
(seal and signature)

**N.B.: The following section must be completed only if the Company has not already provided the requested data and/or has to communicate any changes to it. Also in this case, please sign at the bottom of the page to agree to immediately inform the contracting party of any changes.**

According to art. 3, comma 7, of Law n. °136/2010 and subsequent integrations, the undersigned (general details and fiscal code).....in his/her role as ..... of the Company Innovative Sensor Technology IST AG registered office Stegrütistrasse ,14 9642 Ebnat-Kappel (EE), SVIZZERA CF Fiscal code VAT REG. N° 106660922 declares that the following bank/postal account details are dedicated to the financial flows foreseen in public procurement contracts:

IBAN OR BANK CODE(International Bank Account Number).....

SWIFT CODE.....

The following subjects are authorised to carry out operations on the account:

(indicate the subjects' name, surname, place and date of birth and fiscal code).....

.....  
The undersigned agrees to immediately inform the contracting party of any changes to the data provided in this document.

Place and date: \_\_\_\_\_

\_\_\_\_\_  
(seal and signature)

**The data received will be used, also with computerized means, exclusively for the purposes for which it was provided (art. 13 -14 of GDPR 2016/679EU - General Data Protection Regulation).**

Attached to the P.O. No. 107 of 31/01/2024

## **SPECIFIC SUPPLY CONDITIONS**

### **BILLING ADDRESS**

I.N.RI.M. – ISTITUTO NAZIONALE DI RICERCA METROLOGICA – STRADA DELLE CACCE 91 – I-10135 TORINO (TO) – ITALY.

### **DATA TO BE COMPULSORY INDICATED ON YOUR INVOICE**

CIG, CUP (where specified), TARIC/COMMUNITY CODE AND NAME OF CONTRACT "ITA\_NEXT-GEN\_FERNICOLA" AS SHOWN IN INRIM PURCHASE ORDER, AS PER YOUR KNOWLEDGE.

### **PAYMENT TERMS**

I.N.RI.M. WILL MAKE THE PAYMENT AFTER DELIVERY OF THE FURNITURE, PROVIDED THAT FULL PERFORMANCE OF THE CONTRACT IS DULY ATTESTED BY THE DIRECTOR OF THE EXECUTION OF THE CONTRACT

### **CONTRACT EXPENSES, TAXES, TAXES AND TAX TREATMENTS**

ALL THE COSTS OF THE CONTRACT AND THE RELATIVE CHARGES CONNECTED TO ITS STIPULATION AND REGISTRATION, INCLUDING TAX COSTS, WITH THE EXCEPTION OF THE VALUE ADDED TAX WHICH REMAINS THE RESPONSIBILITY OF THE CUSTOMER, ARE BORNE BY THE CONTRACTOR. PURSUANT TO THE ART.18, CO.10, OF LEGISLATIVE DECREE 36/2023, THE NEW STAMP DUTY:

- MUST BE PAID ON A ONE-OFF BASIS AT THE TIME THE CONTRACT IS STIPULATED AND IS COMMENSURATE WITH THE VALUE OF THE SAME;
- HAS A SUBSTITUTE NATURE OF THE TAX DUE FOR ALL DEEDS AND DOCUMENTS CONCERNING THE SELECTION PROCEDURE AND THE EXECUTION OF THE CONTRACT, WITH THE EXCEPTION OF INVOICES, NOTES AND THE LIKE (REFERRED TO IN ARTICLE 13, POINT 1, OF THE TARIFF , PART I, ATTACHED TO PRESIDENTIAL DECREE 642/1972);
- IT IS DETERMINED ON THE BASIS OF INCREASING BRACKETS IN RELATION TO THE MAXIMUM AMOUNT ENVISAGED IN THE CONTRACT, INCLUDING ANY OPTIONS OR RENEWALS DECLARED STABLE, WITH COMPLETE EXEMPTION FOR CONTRACTS WITH A VALUE OF LESS THAN 40,000 EUROS (SEE TABLE A OF ANNEX I.4 OF LEGISLATIVE DECREE 36/2023).

THE STAMP DUTY WILL BE PAID BY THE CONTRACTOR EXCLUSIVELY ELECTRONICALLY USING THE FORM «F24 PAYMENTS WITH IDENTIFYING ELEMENTS» (F24 ELIDE) OR BY WIRE TRANSFER.

### **CLAUSE OF FINANCIAL FLOWS TRACEABILITY**

THE SUPPLIER, WITH REFERENCE TO THE ABOVE MENTIONED ORDER, BINDS ITSELF TO COMPLY WITH THE OBLIGATIONS OF ARTICLE 3 OF LAW NO. 136/2010 AND FOLLOWING AMENDMENTS (ARTICLES 6 AND 7 OF DECREE-LAW NO. 187 OF 12 NOVEMBER 2010 CONVERTED INTO THE LAW NO. 217 OF 17 DECEMBER 2010), UNDER PENALTY OF NULLITY OF THE CONTRACT, SENDING BACK THE COPY OF THE I.N.RI.M. ORDER DIGITALLY (IF POSSIBLE) SIGNED AND THE FINANCIAL FLOWS TRACEABILITY FORM, DULY FILLED AND SIGNED TOO.

### **TERMINATION OF CONTRACT**

AFTER THE SIGNING OF THE CONTRACT, IN CASE OF ASSESSMENT OF DEFECT OF THE REQUIREMENTS FORSEEN BY THE ITALIAN LEGISLATIVE DECREE, INRIM WILL TERMINATE THE CONTRACT, ONLY THE SERVICES ALREADY PERFORMED AND WITHIN THE LIMITS OF THE RECEIVED UTILITY WILL BE PAIED AND A PENALTY OF MEASUREMENT NOT LESS THEN 10 PERCENT OF THE VALUE OF THE CONTRACT WILL APPLY.

IN THE EVENT OF A SERIOUS BREACH, SUCH AS TO COMPROMISE THE SUCCESS OF THE ACTIVITIES COVERED BY THE SUPPLY, INRIM WILL FORMULATE A SPECIFIC OBJECTION OF THE CHARGES TO THE CONTRACTOR BY REGISTERED LETTER WITH RETURN RECEIPT OR BY FAX OR E-MAIL, ASSIGNING A TERM NOT LESS THAN 15 DAYS FOR THE PRESENTATION OF ANY COUNTERCLAIMS. THE SAME WILL BE APPROPRIATELY EVALUATED BY INRIM WHICH WILL COMMUNICATE THE ACCEPTANCE OR REJECTION. IN THE LATTER CASE, AS WELL AS IN THE EVENT THAT THE AFOREMENTIONED COUNTER-ARGUMENTS ARE NOT FORMULATED WITHIN THE TERM DEFINED BY THE CONTRACTING AUTHORITY, THE CONTRACT WILL BE TERMINATED. IN THE CASE OF DELIVERY OF AN ARTICLE QUALITATIVELY DIFFERENT FROM THE ONE REQUESTED, INRIM WILL DISPUTE THESE DISCREPANCIES. IF THE ASSIGNEE DOES NOT PROVIDE FOR THE REPLACEMENT WITHIN 7 DAYS OF RECEIVING THE COMMUNICATION OF DISCREPANCY, THE APPLICANT CONCERNED WILL NOTIFY THE HEAD OF THE PROCEDURE AND A FORMAL DISPUTE WILL PROCEED. ONCE THE ASSIGNED TERM HAS EXPIRED AND IN THE ABSENCE OF THE REPLACEMENT OF THE ARTICLES, INRIM WILL PROCEED TO APPLY THE RELATIVE PENALTIES. IF THE DISCREPANCY FOUND IS SUCH AS TO MODIFY, QUALITATIVELY, THE SUPPLY UNDERSTOOD AS A WHOLE, THIS S.A. WILL PROCEED TO TERMINATE THE CONTRACT. APART FROM THE PREVIOUS CASES, IF THE SUPPLY IS DELAYED DUE TO THE CONTRACTOR'S NEGLIGENCE, THE LATTER WILL BE GIVEN A TERM OF NO LESS THAN 7 DAYS (WORKING) DAYS FOR THE EXECUTION OF THE SUPPLY. THE TERM STARTS FROM THE RECEIPT, BY THE CONTRACTOR, OF THE RELATIVE COMMUNICATION. ONCE THE ASSIGNED TERM HAS EXPIRED WITHOUT THE ACTIVITIES HAVING BEEN PERFORMED AND IF THE NON-FULFILLMENT PERSISTS, THE CONTRACT WILL BE TERMINATED. NOTWITHSTANDING THE PROVISIONS OF ART. 122 OF ITALIAN LEGISLATIVE DECREE n. 36/2023, INRIM WILL ALSO HAVE FACULTY TO TERMINATE THE CONTRACT PURSUANT TO ARTICLE 1456 OF THE ITALIAN CIVIL CODE IN THE FOLLOWING CASE:

1. A) THE CONTRACT HAS SUBJECT TO A SUBSTANTIVE CHANGE THAT WOULD HAVE REQUIRED A NEW PROCUREMENT PROCEDURE IN

ACCORDANCE WITH ARTICLE 120 OF D. LGS. 36/2006;

B) WITH REFERENCE TO THE AMENDMENTS REFERRED TO ARTICLE 120, PARAGRAPH 1, LETTERS B) AND C) OF D. LGS. 36/2023 THE THRESHOLDS REFERRED TO PARAGRAPH 7 OF THE ABOVE ARTICLE HAVE BEEN EXCEEDED; WITH REFERENCE TO THE AMENDMENTS REFERRED TO IN ARTICLE 106, PARAGRAPH 2, THE THRESHOLDS REFERRED TO IN THE SAME PARAGRAPH 2, LETTERS A) AND B) HAVE BEEN EXCEEDED;

C) THE CONTRACTOR WAS, AT THE TIME OF THE AWARD OF THE CONTRACT, IN ONE OF THE SITUATIONS REFERRED TO IN ARTICLE 94, PARAGRAPH 1 AND SHOULD HAVE BEEN EXCLUDED;

D) THE CONTRACT SHOULD NOT HAVE BEEN AWARDED BECAUSE OF A SERIOUS BREACH OF THE OBLIGATIONS ARISING FROM THE TREATIES, AS RECOGNIZED BY THE COURT OF JUSTICE OF THE EUROPEAN UNION IN A PROCEEDINGS UNDER ARTICLE 258 TFEU.

2. A) THE CERTIFICATION OF QUALIFICATION OF THE ECONOMICAL OPERATOR HAS BEEN FORFEITED FOR HAVING PRODUCED FALSE DOCUMENTATION OR MENDANT DECLARATIONS;  
B) A DEFINITIVE DECISION PROVIDING THE APPLICATION OF ONE OR MORE PREVENTION MEASURES REFERRED TO THE CODE OF ANTI-MAFIA LAWS AND RELATED PREVENTION MEASURES HAS BEEN ADOPTED, OR THE COURT ISSUED A SENTENCE OF CONDEMNATION WITH REGARD THE CRIMES R PURSUANT TO LEGISLATIVE DECREE 6 SEPTEMBER 2011, N. 159, OR THAT THE SENTENCE HAS BECOME FINAL FOR THE CRIMES REFERRED TO IN CHAPTER II OF TITLE IV OF PART V OF THIS BOOK.
3. THE PROCUREMENT CONTRACT MAY ALSO BE TERMINATED FOR SERIOUS BREACH OF THE CONTRACTUAL OBLIGATIONS BY THE CONTRACTOR, SUCH AS TO JEOPARDIZE THE SUCCESS OF THE SERVICES. THE CONSTRUCTION MANAGER OR THE EXECUTION MANAGER, IF APPOINTED, WHEN HE ASCERTAINS A SERIOUS BREACH PURSUANT TO THE FIRST SENTENCE, INITIATES THE PROCEDURE GOVERNED BY ARTICLE 10 OF ANNEX II.14 IN DISCUSSIONS WITH THE CONTRACTOR. AT THE END OF THE PROCEDURE, THE CONTRACTING STATION, ON PROPOSAL OF THE RUP, DECLARES THE CONTRACT TERMINATED WITH A WRITTEN DEED COMMUNICATED TO THE CONTRACTOR;
4. IF, OUTSIDE THE PROVISIONS OF PARAGRAPH 3, THE EXECUTION OF THE SERVICES IS DELAYED DUE TO THE CONTRACTOR'S NEGLIGENCE WITH RESPECT TO THE PROVISIONS OF THE CONTRACT, THE SITE MANAGER OR THE EXECUTION MANAGER, IF APPOINTED, ASSIGNS HIM A TERM WHICH, EXCEPT IN CASES OF URGENCY, CANNOT BE LESS THAN TEN DAYS, WITHIN WHICH THE SERVICES MUST BE PERFORMED. ONCE THE TERM HAS EXPIRED, AND THE CROSS-EXAMINATION REPORT HAS BEEN DRAWN UP, IF THE BREACH PERSISTS, THE CONTRACTING AUTHORITY TERMINATES THE CONTRACT, WITH A WRITTEN DOCUMENT COMMUNICATED TO THE CONTRACTOR, WITHOUT PREJUDICE TO THE PAYMENT OF THE PENALTIES.
5. IN ALL CASES OF TERMINATION OF THE CONTRACT, THE CONTRACTOR IS ENTITLED ONLY TO THE PAYMENT OF THE SERVICES RELATING TO THE WORKS, SERVICES OR SUPPLIES DULY PERFORMED.
6. IN CASES OF TERMINATION OF THE CONTRACT REFERRED TO IN PARAGRAPHS 1, LETTERS C) AND D), 2, 3 AND 4, THE SUMS REFERRED TO IN PARAGRAPH 5 ARE REDUCED BY THE ADDITIONAL CHARGES DERIVING FROM THE TERMINATION OF THE CONTRACT, AND IN THE FINAL SETTLEMENT OF THE WORKS, SERVICES OR SUPPLIES REFERRED TO THE TERMINATED CONTRACT, THE BURDEN TO BE BORNE BY THE CONTRACTOR IS ALSO DETERMINED IN RELATION TO THE HIGHER EXPENSE INCURRED FOR THE NEW ASSIGNMENT, IF THE CONTRACTING AUTHORITY HAS NOT MADE USE OF THE OPTION PROVIDED FOR BY ARTICLE 124, PARAGRAPH 2, FIRST SENTENCE.

IN ANY CASE, INRIM RESERVES THE RIGHT, IN THE EVENT OF REQUIREMENTS OF PUBLIC INTEREST AND FOR THE PROTECTION OF ITS ADMINISTRATIVE AUTONOMY, TO WITHDRAW FROM THIS CONTRACT IN ACCORDANCE WITH ART. 1373 OF ITALIAN CIVIL CODE.

**OBLIGATIONS OF THE ECONOMIC OPERATOR, PURSUANT TO ART.102 LEGISLATIVE DECREE 36/2023:**

A) ENSURE THE EMPLOYMENT STABILITY OF THE PERSONNEL EMPLOYED;

B) GUARANTEE THE APPLICATION OF THE NATIONAL AND TERRITORIAL COLLECTIVE AGREEMENTS OF THE SECTOR, TAKING INTO ACCOUNT, IN RELATION TO THE OBJECT OF THE CONTRACT AND THE SERVICES TO BE PERFORMED, ALSO MAINLY, THOSE STIPULATED BY THE ASSOCIATIONS OF EMPLOYERS AND WORKERS COMPARATIVELY MORE REPRESENTATIVE AT NATIONAL LEVEL AND THOSE WHOSE SCOPE OF APPLICATION IS CLOSELY CONNECTED WITH THE ACTIVITY COVERED BY THE CONTRACT OR CONCESSION CARRIED OUT BY THE COMPANY, EVEN PREDOMINANTLY, AS WELL AS GUARANTEEING THE SAME ECONOMIC AND REGULATORY PROTECTIONS FOR SUBCONTRACTED WORKERS WITH RESPECT TO CONTRACTOR EMPLOYEES AND AGAINST IRREGULAR WORK;

C) GUARANTEE EQUAL GENERATIONAL, GENDER AND WORK INCLUSION OPPORTUNITIES FOR PEOPLE WITH DISABILITIES OR DISADVANTAGED.”.

THE CONTRACTOR DECLARES THAT HE APPLIES THE CURRENT NATIONAL COLLECTIVE LABOR AGREEMENT TO HIS EMPLOYEES. AND TO ACT, TOWARDS THEM, IN COMPLIANCE WITH THE INSURANCE AND SOCIAL SECURITY OBLIGATIONS ESTABLISHED BY THE LAWS AND BY THE CONTRACTS THEMSELVES.

THE CONTRACTOR ALSO UNDERTAKES TO COMPLY WITH ALL THE RULES ON REMUNERATION, CONTRIBUTIONS, TAXES, SOCIAL SECURITY, WELFARE, INSURANCE, HEALTH, ENVISAGED FOR EMPLOYEES BY CURRENT LEGISLATION, WITH PARTICULAR REGARD TO THE PROVISIONS OF ARTICLE 11 PARAGRAPH 1 OF THE LEGISLATIVE DECREE 36/2023 AND OF THE ART. 119 PARAGRAPH 7 OF THE SAME LEGISLATIVE DECREE.

**ADDITIONAL OBLIGATIONS OF THE CONTRACTOR**

THE CONTRACTOR IS REQUIRED TO PROMPTLY NOTIFY THE CLIENT OF ANY MODIFICATIONS THAT HAVE OCCURRED IN THE OWNERSHIP STRUCTURE AND IN THE COMPANY STRUCTURE, AND IN THE TECHNICAL AND ADMINISTRATIVE BODIES, AND ALSO RELATING TO THE COMPANIES ENTRUSTED WITH THE SUBCONTRACT.

THE CONTRACTOR ALSO ASSUMES THE BURDEN OF COMMUNICATING ANY CHANGE IN THE REQUIREMENTS PURSUANT TO ARTICLE 96 PARAGRAPH 12 OF LEGISLATIVE DECREE 36/2023.

**PRICE REVIEW:**

A REVISION OF PRICES IS ENVISAGED IN ACCORDANCE WITH ART. 60 OF LEGISLATIVE DECREE 36/2023. THE PRICE REVIEW CLAUSES:

- MAY NOT MAKE CHANGES THAT ALTER THE GENERAL NATURE OF THE CONTRACT OR FRAMEWORK AGREEMENT;

- ARE ACTIVATED UPON THE OCCURRENCE OF PARTICULAR CONDITIONS OF AN OBJECTIVE NATURE WHICH DETERMINE A CHANGE IN THE COST OF THE WORK, SUPPLY OR SERVICE, UP OR DOWN, EXCEEDING 5 PERCENT OF THE TOTAL AMOUNT;
- OPERATE TO THE EXTENT OF 80 PERCENT OF THE VARIATION ITSELF IN RELATION TO THE SERVICES TO BE PERFORMED.

TO VERIFY PRICE INCREASES, THE FOLLOWING SYNTHETIC INDICES ELABORATED BY ISTAT ARE USED:

A) WITH REGARD TO WORK CONTRACTS, THE SUMMARY CONSTRUCTION COST INDICES;

B) WITH REGARD TO SERVICE AND SUPPLY CONTRACTS, THE INDICES OF CONSUMER PRICES, PRODUCTION PRICES OF INDUSTRY AND SERVICES AND THE INDICES OF CONTRACTUAL HOURLY WAGES.

IN ADDITION, WITH A PROVISION ADOPTED BY THE MINISTRY OF INFRASTRUCTURE AND TRANSPORT, AFTER CONSULTATION WITH ISTAT, ANY FURTHER CATEGORIES OF INDICES OR FURTHER TYPOLOGICAL OR PRODUCT SPECIFICATIONS OF THE CATEGORIES OF INDICES ARE IDENTIFIED.

#### **SUBCONTRACTING AND ASSIGNMENT OF THE CONTRACT**

THE PARTIES ENTRUSTED WITH THE CONTRACTS CARRY OUT THE WORKS, SERVICES AND SUPPLIES INCLUDED IN THE CONTRACT ON THEIR OWN. WITHOUT PREJUDICE TO THE PROVISIONS OF ARTICLE 120, PARAGRAPH 1, LETTER D), THE ASSIGNMENT OF THE CONTRACT IS VOID. THE AGREEMENT WITH WHICH THIRD PARTIES ARE ENTRUSTED WITH THE COMPLETE EXECUTION OF THE CONTRACTED SERVICES OR WORKS, AS WELL AS THE PREVALENT EXECUTION OF THE WORKS RELATING TO THE PREVAILING CATEGORY AND LABOR-INTENSIVE CONTRACTS, IS ALSO VOID. SUBCONTRACTING IS PERMITTED ACCORDING TO THE PROVISIONS OF ART. 119 LEGISLATIVE DECREE 36/2023.

THE CONTRACTOR NOTIFIES THE CONTRACTING STATION, BEFORE THE START OF THE SERVICE, FOR ALL SUB-CONTRACTS THAT ARE NOT SUB-CONTRACTS STIPULATED FOR THE EXECUTION OF THE CONTRACT, THE NAME OF THE SUB-CONTRACTOR, THE AMOUNT OF THE SUB-CONTRACT, THE OBJECT OF THE WORK, SERVICE OR SUPPLY ENTRUSTED. THE CONTRACTING STATION IS ALSO NOTIFIED OF ANY CHANGES TO THIS INFORMATION THAT OCCUR DURING THE SUB-CONTRACT. IT IS ALSO MANDATORY TO ACQUIRE SUPPLEMENTARY AUTHORIZATION IF THE OBJECT OF THE SUBCONTRACT UNDERGOES CHANGES AND THE AMOUNT OF THE SAME IS INCREASED.

(SUBCONTRACTING WITHOUT AUTHORIZATION IS SANCTIONED BY ARTICLE 21 OF LAW 13 SEPTEMBER 2082, N. 646 - EDITOR'S NOTE)

#### **PENALTIES**

IN CASE OF BREACH OF CONTRACT, INRIM WILL APPLY PENALTIES TO THE ECONOMIC OPERATOR, DETERMINED BY INRIM IN RELATION TO THE SERIOUSNESS OF THE BREACH.

IN SUCH CASE A NOTE WILL BE SENT TO THE ECONOMIC OPERATOR. INRIM ISSUING THE PENALTY WITHIN THE TERM OF 5 WORKING DAYS, AFTER HEARING THE ECONOMICAL OPERATOR.

PENALTIES WILL APPLY IN THE FOLLOWING CASE:

1. FAILURE TO COMPLY WITH THE TERMS SET FOR THE CORRECT EXECUTION OF THE CONTRACT OR SERIOUS DELAY IN THE EXECUTION OF THE CONTRACT, IF THE JUSTIFICATIONS OF THE ECONOMIC OPERATOR ARE DEEMED NOT ACCEPTABLE BY INRIM. THE PENALTY APPLIED WILL BE EQUAL TO 0.3 ‰ OF THE NET CONTRACTUAL AMOUNT, FOR EACH DAY OF DELAY.
2. FAILURE TO COMPLY WITH THE CONTRACTUAL OBLIGATIONS: INRIM RESERVES TO APPLY VARIABLE PENALTIES FROM A MINIMUM AMOUNT OF EURO 200.00 = (TWO HUNDRED / 00) TO A MAXIMUM AMOUNT OF EURO 3,000.00 = (THREE THOUSAND / 00), DETERMINED BY INRIM IN RELATION TO THE SERIOUSNESS OF THE BREACH.

THE RIGHT OF INRIM TO COMPENSATE FOR ANY ADDITIONAL DAMAGES IS RESERVED.

#### **ANTI-MONEY LAUNDERING:**

IN IMPLEMENTATION OF THE PROVISIONS OF LEGISLATIVE DECREE 231 OF NOVEMBER 21, 2007, THE SUPPLIER IS REQUIRED TO COMPLY WITH THE OBLIGATIONS ESTABLISHED BY CURRENT LEGISLATION ON ANTI-MONEY LAUNDERING.

#### **DISPUTES:**

- WITHOUT PREJUDICE TO THE APPLICATION OF THE TRANSACTION AND AMICABLE AGREEMENT PROCEDURES ENVISAGED BY ARTICLES 210 AND 212 OF LEGISLATIVE DECREE 36/2023, ALL DISPUTES BETWEEN THE CLIENT AND THE CONTRACTOR DERIVING FROM THE EXECUTION OF THE CONTRACT WILL BE REFERRED TO THE COURT OF TURIN.
- DISPUTES ON INDIVIDUAL RIGHTS, DERIVING FROM THE EXECUTION OF THE CONTRACT, INCLUDING THOSE RESULTING FROM THE FAILURE TO REACH THE AMICABLE AGREEMENT REFERRED TO ART. 210 AND TO ARTICLE 212 OF LEGISLATIVE DECREE NO. 36/2023, CAN BE REFERRED TO ARBITRATORS OR TO THE ORDINARY JUDGE. WITH REGARD TO ARBITRATION, ARTICLES 213 AND 214 OF LEGISLATIVE DECREE 36/2023 APPLY.

#### **ADDRESS FOR SERVICE:**

FOR THE PURPOSES OF THIS CONTRACT, THE PARTIES ELECT THEIR DOMICILE AT THEIR RESPECTIVE REGISTERED OFFICES.

#### **PERSONAL DATA PROCESSING**

THE CONTRACTING AUTHORITY IS THE DATA CONTROLLER OF THE PERSONAL DATA PROVIDED BY THE SUPPLIER WHEN PARTICIPATING IN THE PROCEDURE FOR AWARDING THE SERVICE/SUPPLY. PERSONAL DATA ARE PROCESSED ONLY FOR THE PURSUIT OF THE PURPOSES FOR WHICH THEY WERE COLLECTED, IN COMPLIANCE WITH THE PROVISIONS IN FORCE ON THE MATTER AND WITH REGULATION (EU) 2016/679, AS DESCRIBED IN DETAIL IN THE PRIVACY INFORMATION SENT TO THE SUPPLIER.

#### CONFIDENTIALITY

FOR THE ENTIRE DURATION OF THE CONTRACT AND FOR 3 (THREE) YEARS FOLLOWING ITS TERMINATION, WHICH OCCURRED FOR ANY REASON, THE SUPPLIER, WITH THE EXCEPTION OF COMMUNICATIONS REQUIRED BY LAW, ASSUMES THE OBLIGATION OF CONFIDENTIALITY, UNDERTAKING TO KEEP STRICTLY CONFIDENTIAL AND NOT TO DISCLOSE IN ANY WAY ALL THE INFORMATION (IN ANY EXPRESSED FORM, PAPER, ELECTRONIC OR OTHERWISE), PERTAINING, IN A BROAD SENSE, TO INRIM/OR RELATING TO THE CONTENT AND EXECUTION OF THE CONTRACT, OF WHICH IT HAS BECOME AWARE FOR THE PURPOSES AND IN OCCASION OF THE EXECUTION OF THE CONTRACT OR THAT ARE MADE AVAILABLE TO IT BY INRIM ITSELF. THE SUPPLIER GUARANTEES COMPLIANCE WITH THE CONFIDENTIALITY OBLIGATION REFERRED TO IN THIS ARTICLE BY ITS EMPLOYEES, COLLABORATORS AND SUPPLIERS. THE SUPPLIER, THEREFORE, REMAINS RESPONSIBLE FOR COMPLIANCE WITH THIS OBLIGATION BY ITS EMPLOYEES, COLLABORATORS AND SUPPLIERS.

#### ETHICS CODE AND ANTI-CORRUPTION REGULATIONS

THE SUPPLIER DECLARES TO HAVE READ AND EXPRESSED FULL AND UNCONDITIONAL ACCEPTANCE OF THE "CODE OF ETHICS AND CONDUCT" AND OF THE THREE-YEAR CORRUPTION PREVENTION AND TRANSPARENCY PLAN OF INRIM, PUBLISHED ON THE INSTITUTIONAL WEBSITE [HTTPS://WWW.INRIM.IT](https://www.inrim.it) AND UNDERTAKES TO IMPLEMENT BEHAVIORS COMPLIANT WITH THE PRINCIPLES CONTAINED THEREIN.

THE SUPPLIER ALSO DECLARES TO BE AWARE OF THE PROVISIONS OF LAW 6 NOVEMBER 2012, N. 190 (HEREINAFTER THE SO-CALLED "ANTI-CORRUPTION LAW") AND SUBSEQUENT AMENDMENTS, PUBLISHED IN THE OFFICIAL GAZETTE OF THE ITALIAN REPUBLIC ON 13 NOVEMBER 2012, AND UNDERTAKES TO IMPLEMENT BEHAVIORS COMPLIANT WITH THE PRINCIPLES CONTAINED THEREIN AND TO RESPECT THE PRINCIPLES AND VALUES CONTAINED IN THE PLAN INRIM CORRUPTION PREVENTION AND TRANSPARENCY TRIENNIAL. THE SUPPLIER ALSO ACKNOWLEDGES THAT FAILURE TO COMPLY WITH THE PRINCIPLES OF THE INSTITUTE'S CODE OF ETHICS AND CONDUCT INTEGRATES A FAILURE TO FULFILL THE OBLIGATIONS UNDER THE CONTRACT WHICH MAY LEAD TO THE POSSIBLE IMPOSITION OF SANCTIONS, INCLUDING THE TERMINATION OF THE CONTRACT, IN ACCORDANCE WITH THE PROVISIONS OF THE AFOREMENTIONED CODE.

#### CONSENT FOR DATA PROCESSING:

THE PARTIES DECLARE THAT THEY HAVE COMMUNICATED ORALLY AND BEFORE SIGNING THIS CONTRACT THE INFORMATION REFERRED TO IN ARTICLE 13 OF LEGISLATIVE DECREE 196/2003 REGARDING THE PROCESSING OF PERSONAL DATA PROVIDED FOR THE EXECUTION OF THE CONTRACT ITSELF AND TO BE AWARE OF THE RIGHTS THEY ARE ENTITLED TO BY VIRTUE OF THE ART. 7 OF THE AFOREMENTIONED LEGISLATION. INRIM PROCESSES THE DATA PROVIDED TO IT FOR THE MANAGEMENT OF THE CONTRACT AND THE ECONOMIC AND ADMINISTRATIVE EXECUTION OF THE SAME, FOR THE FULFILLMENT OF THE LEGAL OBLIGATIONS CONNECTED TO IT AS WELL AS FOR STUDY AND STATISTICAL PURPOSES. THE PARTIES UNDERTAKE TO BASE THE DATA PROCESSING ON PRINCIPLES OF CORRECTNESS, LAWFULNESS AND TRANSPARENCY IN FULL COMPLIANCE WITH THE PROVISIONS OF THE AFOREMENTIONED LEGISLATIVE DECREE 196/2003, WITH PARTICULAR ATTENTION TO WHAT IS PRESCRIBED WITH REGARD TO THE MINIMUM SECURITY MEASURES TO BE ADOPTED. THE PARTIES DECLARE THAT THE PERSONAL DATA PROVIDED WITH THIS DEED ARE ACCURATE AND CORRESPOND TO THE TRUTH, EXEMPTING EACH OTHER FROM ANY RESPONSIBILITY FOR MATERIAL ERRORS IN THE COMPILATION OR FOR ERRORS DERIVING FROM AN INEXACT ENTRY OF THE DATA IN THE ELECTRONIC AND PAPER ARCHIVES.

#### ANTI-PANTOUFLAGE STATEMENT

BY SIGNING THIS CONTRACT, THE CONTRACTOR CERTIFIES, PURSUANT TO AND BY EFFECT OF ART. 53, PARAGRAPH 16 TER, LEGISLATIVE DECREE N. 165/2001, THAT HE HAS NOT CONCLUDED CONTRACTS OR CONFERRED ASSIGNMENTS ON EMPLOYEES OF THE CONTRACTING ADMINISTRATION WHOSE EMPLOYMENT RELATIONSHIP HAS BEEN TERMINATED FOR LESS THAN THREE YEARS AND WHO, IN THE LAST THREE YEARS OF SERVICE, HAVE EXERCISED AUTHORITATIVE OR NEGOTIATING POWERS WITH RESPECT TO THE CONTRACTOR HIMSELF ON BEHALF OF THE CONTRACTING ADMINISTRATION.

#### HEAD OF PROCEDURE (RUP)

MS. DANIELA CUTUGNO (PHONE. +39.011.3919 535 - e-mail: [d.cutugno@inrim.it](mailto:d.cutugno@inrim.it) )

#### CONTACT PERSON FOR TECHNICAL CLARIFICATIONS:

MR PUGLIESE DIEGO (PHONE +39.0113919 627- EMAIL: [d.pugliese@INRIM.IT](mailto:d.pugliese@INRIM.IT))

#### CONTACT PERSON FOR ADMINISTRATIVE CLARIFICATIONS

MS. FRANCESCA GRANERO (PHONE: +39.011.3919 556 - E-MAIL: [F.GRANERO@INRIM.IT](mailto:F.GRANERO@INRIM.IT) )

#### CONTACT FOR ACCOUNTING/BILLING REFERENCES:

EMAIL: [CONTABILITA.FORNITORI@INRIM.IT](mailto:CONTABILITA.FORNITORI@INRIM.IT)

#### INTERNAL REFERENCES:

RDA N 1427/2023

Place, date \_\_\_\_\_

For the supplier \_\_\_\_\_

Place, date \_\_\_\_\_

For INRiM: \_\_\_\_\_

*(digitally signed)*

*(digitally signed)*

PURSUANT TO ARTICLE 1341 AND 1342 OF ITALIAN CIVIL CODE, THE SUPPLIER EXPRESSLY DECLARES TO APPROVE THE CLAUSES RELATING TO THE TERMINATION OF THE CONTRACT AND THE PENALTY CLAUSE.

REFFERAL: FOR ANYTHING NOT EXPRESSLY PROVIDED FOR BY THIS CONTRACT, EXPLICIT REFERENCE IS MADE TO THE RULES OF THE CIVIL CODE AND TO OTHER RULES IN FORCE IN THE FIELD.



to Innovative Sensor Technology IST AG

Stegrütistrasse , 14

9642 Ebnat-Kappel (EE) SVIZZERA

C.F. VAT NUMBER: CH106660922

EMAIL: info@ist-ag.com

Order n° 107 date 31/01/2024

Please remember to make reference to the order number on description when sending invoices, and for goods delivered, also indicate the number of the delivery document.

DESCRIPTION									
Supply of P0K1.0805.2ST.A Pt ThinFilm Measuring Resistor									
EXTERNAL REFERENCE					HEAD OF PROCEDURE				
117917					Ms. Daniela Cutugno				
PAYMENT METHOD		BANK			AGENCY		ACCOUNT		
	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE	DISCOUNT	SURCHARG E €	NET PRICE W/O VAT	NOT SUBJECT TO VAT	NOT SUBJECT TO VAT EX ART 72
1	Pos 20-150043 P0K1.0805.2ST.A Pt ThinFilm Measuring Resistor	50	3,0000	150,00	0,00	0,00	0,00	150,00	0,00
2	Energy surcharge 3.00%	1	4,5000	4,50	0,00	0,00	0,00	4,50	0,00
3	Shipment costs aprox. 60€ on final invoice	1	60,0000	60,00	0,00	0,00	0,00	60,00	0,00
TOTAL PRICE €							214,50		
TOTAL DISCOUNT €							0,00		
TOTAL SURCHARGE €							0,00		
FISCAL TOTAL ORDER €							214,50		

Line n°	CUP
1,2,3	E13C22003420001

Line n°	CIG
1,2,3	B00C78688A

Line n°	PROJECT
1,2,3	ITA_NEXT-GEN_FERNICOLA

PURCHASE CAUSAL	DIRECT AWARD
DELIVERY MODE AND ADDRESS	Delivery Term: DAP, Torino - Delivery Times: in stock - Delivery Address: I.N.RI.M. - Strada delle Cacce, 91 - I 10135 TORINO TO – Italy - opening hours: mon.-thur. 9:00-12:30/14:30- 16:30 / frid. 9:00-12:30. - Reference Contact: Mr. Pugliese Diego
PAYMENT TERMS	30 days - Wire Transfer

Notes: PECIFIC SUPPLY CONDITIONS ATTACHED.  
MAIL: info@ist-ag.com  
(Reserved for Administration) TO PAY ON FUNDS:  
Organizational Unit: AE 04 Termodinamica fisica  
Account: CA.C.1.02.01.02.010 Materiale di laboratorio  
Project: ITA\_NEXT-GEN\_FERNICOLA  
Commitment n. E.F. 10606/2024 riporto 189/2024  
Amount: euro = € 214,50 shipping costs included.

**The General Director**

*Electronic document digitally signed pursuant to the  
Italian legislative decree n. 82/2005*

COPY FOR THE STRUCTURE

Place and date: \_\_\_\_\_

for acceptance: the Company

\_\_\_\_\_  
(seal and signature)

**N.B.: The following section must be completed only if the Company has not already provided the requested data and/or has to communicate any changes to it. Also in this case, please sign at the bottom of the page to agree to immediately inform the contracting party of any changes.**

According to art. 3, comma 7, of Law n. °136/2010 and subsequent integrations, the undersigned (general details and fiscal code).....in his/her role as ..... of the Company Innovative Sensor Technology IST AG registered office Stegrütistrasse ,14 9642 Ebnat-Kappel (EE), SVIZZERA CF Fiscal code VAT REG. N° 106660922 declares that the following bank/postal account details are dedicated to the financial flows foreseen in public procurement contracts:

IBAN OR BANK CODE(International Bank Account Number).....  
SWIFT CODE.....

The following subjects are authorised to carry out operations on the account:  
(indicate the subjects' name, surname, place and date of birth and fiscal code).....

.....  
The undersigned agrees to immediately inform the contracting party of any changes to the data provided in this document.

Place and date: \_\_\_\_\_

\_\_\_\_\_  
(seal and signature)

**The data received will be used, also with computerized means, exclusively for the purposes for which it was provided (art. 13 -14 of GDPR 2016/679EU - General Data Protection Regulation).**

Attached to the P.O. No. 107 of 31/01/2024

## **SPECIFIC SUPPLY CONDITIONS**

### **BILLING ADDRESS**

I.N.RI.M. – ISTITUTO NAZIONALE DI RICERCA METROLOGICA – STRADA DELLE CACCE 91 – I-10135 TORINO (TO) – ITALY.

### **DATA TO BE COMPULSORY INDICATED ON YOUR INVOICE**

CIG, CUP (where specified), TARIC/COMMUNITY CODE AND NAME OF CONTRACT "ITA\_NEXT-GEN\_FERNICOLA" AS SHOWN IN INRIM PURCHASE ORDER, AS PER YOUR KNOWLEDGE.

### **PAYMENT TERMS**

I.N.RI.M. WILL MAKE THE PAYMENT AFTER DELIVERY OF THE FURNITURE, PROVIDED THAT FULL PERFORMANCE OF THE CONTRACT IS DULY ATTESTED BY THE DIRECTOR OF THE EXECUTION OF THE CONTRACT

### **CONTRACT EXPENSES, TAXES, TAXES AND TAX TREATMENTS**

ALL THE COSTS OF THE CONTRACT AND THE RELATIVE CHARGES CONNECTED TO ITS STIPULATION AND REGISTRATION, INCLUDING TAX COSTS, WITH THE EXCEPTION OF THE VALUE ADDED TAX WHICH REMAINS THE RESPONSIBILITY OF THE CUSTOMER, ARE BORNE BY THE CONTRACTOR. PURSUANT TO THE ART.18, CO.10, OF LEGISLATIVE DECREE 36/2023, THE NEW STAMP DUTY:

- MUST BE PAID ON A ONE-OFF BASIS AT THE TIME THE CONTRACT IS STIPULATED AND IS COMMENSURATE WITH THE VALUE OF THE SAME;
- HAS A SUBSTITUTE NATURE OF THE TAX DUE FOR ALL DEEDS AND DOCUMENTS CONCERNING THE SELECTION PROCEDURE AND THE EXECUTION OF THE CONTRACT, WITH THE EXCEPTION OF INVOICES, NOTES AND THE LIKE (REFERRED TO IN ARTICLE 13, POINT 1, OF THE TARIFF , PART I, ATTACHED TO PRESIDENTIAL DECREE 642/1972);
- IT IS DETERMINED ON THE BASIS OF INCREASING BRACKETS IN RELATION TO THE MAXIMUM AMOUNT ENVISAGED IN THE CONTRACT, INCLUDING ANY OPTIONS OR RENEWALS DECLARED STABLE, WITH COMPLETE EXEMPTION FOR CONTRACTS WITH A VALUE OF LESS THAN 40,000 EUROS (SEE TABLE A OF ANNEX I.4 OF LEGISLATIVE DECREE 36/2023).

THE STAMP DUTY WILL BE PAID BY THE CONTRACTOR EXCLUSIVELY ELECTRONICALLY USING THE FORM «F24 PAYMENTS WITH IDENTIFYING ELEMENTS» (F24 ELIDE) OR BY WIRE TRANSFER.

### **CLAUSE OF FINANCIAL FLOWS TRACEABILITY**

THE SUPPLIER, WITH REFERENCE TO THE ABOVE MENTIONED ORDER, BINDS ITSELF TO COMPLY WITH THE OBLIGATIONS OF ARTICLE 3 OF LAW NO. 136/2010 AND FOLLOWING AMENDMENTS (ARTICLES 6 AND 7 OF DECREE-LAW NO. 187 OF 12 NOVEMBER 2010 CONVERTED INTO THE LAW NO. 217 OF 17 DECEMBER 2010), UNDER PENALTY OF NULLITY OF THE CONTRACT, SENDING BACK THE COPY OF THE I.N.RI.M. ORDER DIGITALLY (IF POSSIBLE) SIGNED AND THE FINANCIAL FLOWS TRACEABILITY FORM, DULY FILLED AND SIGNED TOO.

### **TERMINATION OF CONTRACT**

AFTER THE SIGNING OF THE CONTRACT, IN CASE OF ASSESSMENT OF DEFECT OF THE REQUIREMENTS FORSEEN BY THE ITALIAN LEGISLATIVE DECREE, INRIM WILL TERMINATE THE CONTRACT, ONLY THE SERVICES ALREADY PERFORMED AND WITHIN THE LIMITS OF THE RECEIVED UTILITY WILL BE PAIED AND A PENALTY OF MEASUREMENT NOT LESS THEN 10 PERCENT OF THE VALUE OF THE CONTRACT WILL APPLY.

IN THE EVENT OF A SERIOUS BREACH, SUCH AS TO COMPROMISE THE SUCCESS OF THE ACTIVITIES COVERED BY THE SUPPLY, INRIM WILL FORMULATE A SPECIFIC OBJECTION OF THE CHARGES TO THE CONTRACTOR BY REGISTERED LETTER WITH RETURN RECEIPT OR BY FAX OR E-MAIL, ASSIGNING A TERM NOT LESS THAN 15 DAYS FOR THE PRESENTATION OF ANY COUNTERCLAIMS. THE SAME WILL BE APPROPRIATELY EVALUATED BY INRIM WHICH WILL COMMUNICATE THE ACCEPTANCE OR REJECTION. IN THE LATTER CASE, AS WELL AS IN THE EVENT THAT THE AFOREMENTIONED COUNTER-ARGUMENTS ARE NOT FORMULATED WITHIN THE TERM DEFINED BY THE CONTRACTING AUTHORITY, THE CONTRACT WILL BE TERMINATED. IN THE CASE OF DELIVERY OF AN ARTICLE QUALITATIVELY DIFFERENT FROM THE ONE REQUESTED, INRIM WILL DISPUTE THESE DISCREPANCIES. IF THE ASSIGNEE DOES NOT PROVIDE FOR THE REPLACEMENT WITHIN 7 DAYS OF RECEIVING THE COMMUNICATION OF DISCREPANCY, THE APPLICANT CONCERNED WILL NOTIFY THE HEAD OF THE PROCEDURE AND A FORMAL DISPUTE WILL PROCEED. ONCE THE ASSIGNED TERM HAS EXPIRED AND IN THE ABSENCE OF THE REPLACEMENT OF THE ARTICLES, INRIM WILL PROCEED TO APPLY THE RELATIVE PENALTIES. IF THE DISCREPANCY FOUND IS SUCH AS TO MODIFY, QUALITATIVELY, THE SUPPLY UNDERSTOOD AS A WHOLE, THIS S.A. WILL PROCEED TO TERMINATE THE CONTRACT. APART FROM THE PREVIOUS CASES, IF THE SUPPLY IS DELAYED DUE TO THE CONTRACTOR'S NEGLIGENCE, THE LATTER WILL BE GIVEN A TERM OF NO LESS THAN 7 DAYS (WORKING) DAYS FOR THE EXECUTION OF THE SUPPLY. THE TERM STARTS FROM THE RECEIPT, BY THE CONTRACTOR, OF THE RELATIVE COMMUNICATION. ONCE THE ASSIGNED TERM HAS EXPIRED WITHOUT THE ACTIVITIES HAVING BEEN PERFORMED AND IF THE NON-FULFILLMENT PERSISTS, THE CONTRACT WILL BE TERMINATED. NOTWITHSTANDING THE PROVISIONS OF ART. 122 OF ITALIAN LEGISLATIVE DECREE n. 36/2023, INRIM WILL ALSO HAVE FACULTY TO TERMINATE THE CONTRACT PURSUANT TO ARTICLE 1456 OF THE ITALIAN CIVIL CODE IN THE FOLLOWING CASE:

1. A) THE CONTRACT HAS SUBJECT TO A SUBSTANTIVE CHANGE THAT WOULD HAVE REQUIRED A NEW PROCUREMENT PROCEDURE IN

ACCORDANCE WITH ARTICLE 120 OF D. LGS. 36/2006;

B) WITH REFERENCE TO THE AMENDMENTS REFERRED TO ARTICLE 120, PARAGRAPH 1, LETTERS B) AND C) OF D. LGS. 36/2023 THE THRESHOLDS REFERRED TO PARAGRAPH 7 OF THE ABOVE ARTICLE HAVE BEEN EXCEEDED; WITH REFERENCE TO THE AMENDMENTS REFERRED TO IN ARTICLE 106, PARAGRAPH 2, THE THRESHOLDS REFERRED TO IN THE SAME PARAGRAPH 2, LETTERS A) AND B) HAVE BEEN EXCEEDED;

C) THE CONTRACTOR WAS, AT THE TIME OF THE AWARD OF THE CONTRACT, IN ONE OF THE SITUATIONS REFERRED TO IN ARTICLE 94, PARAGRAPH 1 AND SHOULD HAVE BEEN EXCLUDED;

D) THE CONTRACT SHOULD NOT HAVE BEEN AWARDED BECAUSE OF A SERIOUS BREACH OF THE OBLIGATIONS ARISING FROM THE TREATIES, AS RECOGNIZED BY THE COURT OF JUSTICE OF THE EUROPEAN UNION IN A PROCEEDINGS UNDER ARTICLE 258 TFEU.

2. A) THE CERTIFICATION OF QUALIFICATION OF THE ECONOMICAL OPERATOR HAS BEEN FORFEITED FOR HAVING PRODUCED FALSE DOCUMENTATION OR MENDANT DECLARATIONS;  
B) A DEFINITIVE DECISION ROVIDING THE APPLICATION OF ONE OR MORE PREVENTION MEASURES REFERRED TO THE CODE OF ANTI-MAFIA LAWS AND RELATED PREVENTION MEASURES HAS BEEN ADOPTED, OR THE COURT ISSUED A SENTENCE OF CONDEMNATION WITH REGARD THE CRIMES R PURSUANT TO LEGISLATIVE DECREE 6 SEPTEMBER 2011, N. 159, OR THAT THE SENTENCE HAS BECOME FINAL FOR THE CRIMES REFERRED TO IN CHAPTER II OF TITLE IV OF PART V OF THIS BOOK.
3. THE PROCUREMENT CONTRACT MAY ALSO BE TERMINATED FOR SERIOUS BREACH OF THE CONTRACTUAL OBLIGATIONS BY THE CONTRACTOR, SUCH AS TO JEOPARDIZE THE SUCCESS OF THE SERVICES. THE CONSTRUCTION MANAGER OR THE EXECUTION MANAGER, IF APPOINTED, WHEN HE ASCERTAINS A SERIOUS BREACH PURSUANT TO THE FIRST SENTENCE, INITIATES THE PROCEDURE GOVERNED BY ARTICLE 10 OF ANNEX II.14 IN DISCUSSIONS WITH THE CONTRACTOR. AT THE END OF THE PROCEDURE, THE CONTRACTING STATION, ON PROPOSAL OF THE RUP, DECLARES THE CONTRACT TERMINATED WITH A WRITTEN DEED COMMUNICATED TO THE CONTRACTOR;
4. IF, OUTSIDE THE PROVISIONS OF PARAGRAPH 3, THE EXECUTION OF THE SERVICES IS DELAYED DUE TO THE CONTRACTOR'S NEGLIGENCE WITH RESPECT TO THE PROVISIONS OF THE CONTRACT, THE SITE MANAGER OR THE EXECUTION MANAGER, IF APPOINTED, ASSIGNS HIM A TERM WHICH, EXCEPT IN CASES OF URGENCY, CANNOT BE LESS THAN TEN DAYS, WITHIN WHICH THE SERVICES MUST BE PERFORMED. ONCE THE TERM HAS EXPIRED, AND THE CROSS-EXAMINATION REPORT HAS BEEN DRAWN UP, IF THE BREACH PERSISTS, THE CONTRACTING AUTHORITY TERMINATES THE CONTRACT, WITH A WRITTEN DOCUMENT COMMUNICATED TO THE CONTRACTOR, WITHOUT PREJUDICE TO THE PAYMENT OF THE PENALTIES.
5. IN ALL CASES OF TERMINATION OF THE CONTRACT, THE CONTRACTOR IS ENTITLED ONLY TO THE PAYMENT OF THE SERVICES RELATING TO THE WORKS, SERVICES OR SUPPLIES DULY PERFORMED.
6. IN CASES OF TERMINATION OF THE CONTRACT REFERRED TO IN PARAGRAPHS 1, LETTERS C) AND D), 2, 3 AND 4, THE SUMS REFERRED TO IN PARAGRAPH 5 ARE REDUCED BY THE ADDITIONAL CHARGES DERIVING FROM THE TERMINATION OF THE CONTRACT, AND IN THE FINAL SETTLEMENT OF THE WORKS, SERVICES OR SUPPLIES REFERRED TO THE TERMINATED CONTRACT, THE BURDEN TO BE BORNE BY THE CONTRACTOR IS ALSO DETERMINED IN RELATION TO THE HIGHER EXPENSE INCURRED FOR THE NEW ASSIGNMENT, IF THE CONTRACTING AUTHORITY HAS NOT MADE USE OF THE OPTION PROVIDED FOR BY ARTICLE 124, PARAGRAPH 2, FIRST SENTENCE.

IN ANY CASE, INRIM RESERVES THE RIGHT, IN THE EVENT OF REQUIREMENTS OF PUBLIC INTEREST AND FOR THE PROTECTION OF ITS ADMINISTRATIVE AUTONOMY, TO WITHDRAW FROM THIS CONTRACT IN ACCORDANCE WITH ART. 1373 OF ITALIAN CIVIL CODE.

**OBLIGATIONS OF THE ECONOMIC OPERATOR, PURSUANT TO ART.102 LEGISLATIVE DECREE 36/2023:**

A) ENSURE THE EMPLOYMENT STABILITY OF THE PERSONNEL EMPLOYED;

B) GUARANTEE THE APPLICATION OF THE NATIONAL AND TERRITORIAL COLLECTIVE AGREEMENTS OF THE SECTOR, TAKING INTO ACCOUNT, IN RELATION TO THE OBJECT OF THE CONTRACT AND THE SERVICES TO BE PERFORMED, ALSO MAINLY, THOSE STIPULATED BY THE ASSOCIATIONS OF EMPLOYERS AND WORKERS COMPARATIVELY MORE REPRESENTATIVE AT NATIONAL LEVEL AND THOSE WHOSE SCOPE OF APPLICATION IS CLOSELY CONNECTED WITH THE ACTIVITY COVERED BY THE CONTRACT OR CONCESSION CARRIED OUT BY THE COMPANY, EVEN PREDOMINANTLY, AS WELL AS GUARANTEEING THE SAME ECONOMIC AND REGULATORY PROTECTIONS FOR SUBCONTRACTED WORKERS WITH RESPECT TO CONTRACTOR EMPLOYEES AND AGAINST IRREGULAR WORK;

C) GUARANTEE EQUAL GENERATIONAL, GENDER AND WORK INCLUSION OPPORTUNITIES FOR PEOPLE WITH DISABILITIES OR DISADVANTAGED.”.

THE CONTRACTOR DECLARES THAT HE APPLIES THE CURRENT NATIONAL COLLECTIVE LABOR AGREEMENT TO HIS EMPLOYEES. AND TO ACT, TOWARDS THEM, IN COMPLIANCE WITH THE INSURANCE AND SOCIAL SECURITY OBLIGATIONS ESTABLISHED BY THE LAWS AND BY THE CONTRACTS THEMSELVES.

THE CONTRACTOR ALSO UNDERTAKES TO COMPLY WITH ALL THE RULES ON REMUNERATION, CONTRIBUTIONS, TAXES, SOCIAL SECURITY, WELFARE, INSURANCE, HEALTH, ENVISAGED FOR EMPLOYEES BY CURRENT LEGISLATION, WITH PARTICULAR REGARD TO THE PROVISIONS OF ARTICLE 11 PARAGRAPH 1 OF THE LEGISLATIVE DECREE 36/2023 AND OF THE ART. 119 PARAGRAPH 7 OF THE SAME LEGISLATIVE DECREE.

**ADDITIONAL OBLIGATIONS OF THE CONTRACTOR**

THE CONTRACTOR IS REQUIRED TO PROMPTLY NOTIFY THE CLIENT OF ANY MODIFICATIONS THAT HAVE OCCURRED IN THE OWNERSHIP STRUCTURE AND IN THE COMPANY STRUCTURE, AND IN THE TECHNICAL AND ADMINISTRATIVE BODIES, AND ALSO RELATING TO THE COMPANIES ENTRUSTED WITH THE SUBCONTRACT.

THE CONTRACTOR ALSO ASSUMES THE BURDEN OF COMMUNICATING ANY CHANGE IN THE REQUIREMENTS PURSUANT TO ARTICLE 96 PARAGRAPH 12 OF LEGISLATIVE DECREE 36/2023.

**PRICE REVIEW:**

A REVISION OF PRICES IS ENVISAGED IN ACCORDANCE WITH ART. 60 OF LEGISLATIVE DECREE 36/2023. THE PRICE REVIEW CLAUSES:

- MAY NOT MAKE CHANGES THAT ALTER THE GENERAL NATURE OF THE CONTRACT OR FRAMEWORK AGREEMENT;

- ARE ACTIVATED UPON THE OCCURRENCE OF PARTICULAR CONDITIONS OF AN OBJECTIVE NATURE WHICH DETERMINE A CHANGE IN THE COST OF THE WORK, SUPPLY OR SERVICE, UP OR DOWN, EXCEEDING 5 PERCENT OF THE TOTAL AMOUNT;
- OPERATE TO THE EXTENT OF 80 PERCENT OF THE VARIATION ITSELF IN RELATION TO THE SERVICES TO BE PERFORMED.

TO VERIFY PRICE INCREASES, THE FOLLOWING SYNTHETIC INDICES ELABORATED BY ISTAT ARE USED:

A) WITH REGARD TO WORK CONTRACTS, THE SUMMARY CONSTRUCTION COST INDICES;

B) WITH REGARD TO SERVICE AND SUPPLY CONTRACTS, THE INDICES OF CONSUMER PRICES, PRODUCTION PRICES OF INDUSTRY AND SERVICES AND THE INDICES OF CONTRACTUAL HOURLY WAGES.

IN ADDITION, WITH A PROVISION ADOPTED BY THE MINISTRY OF INFRASTRUCTURE AND TRANSPORT, AFTER CONSULTATION WITH ISTAT, ANY FURTHER CATEGORIES OF INDICES OR FURTHER TYPOLOGICAL OR PRODUCT SPECIFICATIONS OF THE CATEGORIES OF INDICES ARE IDENTIFIED.

#### **SUBCONTRACTING AND ASSIGNMENT OF THE CONTRACT**

THE PARTIES ENTRUSTED WITH THE CONTRACTS CARRY OUT THE WORKS, SERVICES AND SUPPLIES INCLUDED IN THE CONTRACT ON THEIR OWN. WITHOUT PREJUDICE TO THE PROVISIONS OF ARTICLE 120, PARAGRAPH 1, LETTER D), THE ASSIGNMENT OF THE CONTRACT IS VOID. THE AGREEMENT WITH WHICH THIRD PARTIES ARE ENTRUSTED WITH THE COMPLETE EXECUTION OF THE CONTRACTED SERVICES OR WORKS, AS WELL AS THE PREVALENT EXECUTION OF THE WORKS RELATING TO THE PREVAILING CATEGORY AND LABOR-INTENSIVE CONTRACTS, IS ALSO VOID. SUBCONTRACTING IS PERMITTED ACCORDING TO THE PROVISIONS OF ART. 119 LEGISLATIVE DECREE 36/2023.

THE CONTRACTOR NOTIFIES THE CONTRACTING STATION, BEFORE THE START OF THE SERVICE, FOR ALL SUB-CONTRACTS THAT ARE NOT SUB-CONTRACTS STIPULATED FOR THE EXECUTION OF THE CONTRACT, THE NAME OF THE SUB-CONTRACTOR, THE AMOUNT OF THE SUB-CONTRACT, THE OBJECT OF THE WORK, SERVICE OR SUPPLY ENTRUSTED. THE CONTRACTING STATION IS ALSO NOTIFIED OF ANY CHANGES TO THIS INFORMATION THAT OCCUR DURING THE SUB-CONTRACT. IT IS ALSO MANDATORY TO ACQUIRE SUPPLEMENTARY AUTHORIZATION IF THE OBJECT OF THE SUBCONTRACT UNDERGOES CHANGES AND THE AMOUNT OF THE SAME IS INCREASED.

(SUBCONTRACTING WITHOUT AUTHORIZATION IS SANCTIONED BY ARTICLE 21 OF LAW 13 SEPTEMBER 2082, N. 646 - EDITOR'S NOTE)

#### **PENALTIES**

IN CASE OF BREACH OF CONTRACT, INRIM WILL APPLY PENALTIES TO THE ECONOMIC OPERATOR, DETERMINED BY INRIM IN RELATION TO THE SERIOUSNESS OF THE BREACH.

IN SUCH CASE A NOTE WILL BE SENT TO THE ECONOMIC OPERATOR. INRIM ISSUING THE PENALTY WITHIN THE TERM OF 5 WORKING DAYS, AFTER HEARING THE ECONOMICAL OPERATOR.

PENALTIES WILL APPLY IN THE FOLLOWING CASE:

1. FAILURE TO COMPLY WITH THE TERMS SET FOR THE CORRECT EXECUTION OF THE CONTRACT OR SERIOUS DELAY IN THE EXECUTION OF THE CONTRACT, IF THE JUSTIFICATIONS OF THE ECONOMIC OPERATOR ARE DEEMED NOT ACCEPTABLE BY INRIM. THE PENALTY APPLIED WILL BE EQUAL TO 0.3 ‰ OF THE NET CONTRACTUAL AMOUNT, FOR EACH DAY OF DELAY.
2. FAILURE TO COMPLY WITH THE CONTRACTUAL OBLIGATIONS: INRIM RESERVES TO APPLY VARIABLE PENALTIES FROM A MINIMUM AMOUNT OF EURO 200.00 = (TWO HUNDRED / 00) TO A MAXIMUM AMOUNT OF EURO 3,000.00 = (THREE THOUSAND / 00), DETERMINED BY INRIM IN RELATION TO THE SERIOUSNESS OF THE BREACH.

THE RIGHT OF INRIM TO COMPENSATE FOR ANY ADDITIONAL DAMAGES IS RESERVED.

#### **ANTI-MONEY LAUNDERING:**

IN IMPLEMENTATION OF THE PROVISIONS OF LEGISLATIVE DECREE 231 OF NOVEMBER 21, 2007, THE SUPPLIER IS REQUIRED TO COMPLY WITH THE OBLIGATIONS ESTABLISHED BY CURRENT LEGISLATION ON ANTI-MONEY LAUNDERING.

#### **DISPUTES:**

- WITHOUT PREJUDICE TO THE APPLICATION OF THE TRANSACTION AND AMICABLE AGREEMENT PROCEDURES ENVISAGED BY ARTICLES 210 AND 212 OF LEGISLATIVE DECREE 36/2023, ALL DISPUTES BETWEEN THE CLIENT AND THE CONTRACTOR DERIVING FROM THE EXECUTION OF THE CONTRACT WILL BE REFERRED TO THE COURT OF TURIN.
- DISPUTES ON INDIVIDUAL RIGHTS, DERIVING FROM THE EXECUTION OF THE CONTRACT, INCLUDING THOSE RESULTING FROM THE FAILURE TO REACH THE AMICABLE AGREEMENT REFERRED TO ART. 210 AND TO ARTICLE 212 OF LEGISLATIVE DECREE NO. 36/2023, CAN BE REFERRED TO ARBITRATORS OR TO THE ORDINARY JUDGE. WITH REGARD TO ARBITRATION, ARTICLES 213 AND 214 OF LEGISLATIVE DECREE 36/2023 APPLY.

#### **ADDRESS FOR SERVICE:**

FOR THE PURPOSES OF THIS CONTRACT, THE PARTIES ELECT THEIR DOMICILE AT THEIR RESPECTIVE REGISTERED OFFICES.

#### **PERSONAL DATA PROCESSING**

THE CONTRACTING AUTHORITY IS THE DATA CONTROLLER OF THE PERSONAL DATA PROVIDED BY THE SUPPLIER WHEN PARTICIPATING IN THE PROCEDURE FOR AWARDING THE SERVICE/SUPPLY. PERSONAL DATA ARE PROCESSED ONLY FOR THE PURSUIT OF THE PURPOSES FOR WHICH THEY WERE COLLECTED, IN COMPLIANCE WITH THE PROVISIONS IN FORCE ON THE MATTER AND WITH REGULATION (EU) 2016/679, AS DESCRIBED IN DETAIL IN THE PRIVACY INFORMATION SENT TO THE SUPPLIER.

#### CONFIDENTIALITY

FOR THE ENTIRE DURATION OF THE CONTRACT AND FOR 3 (THREE) YEARS FOLLOWING ITS TERMINATION, WHICH OCCURRED FOR ANY REASON, THE SUPPLIER, WITH THE EXCEPTION OF COMMUNICATIONS REQUIRED BY LAW, ASSUMES THE OBLIGATION OF CONFIDENTIALITY, UNDERTAKING TO KEEP STRICTLY CONFIDENTIAL AND NOT TO DISCLOSE IN ANY WAY ALL THE INFORMATION (IN ANY EXPRESSED FORM, PAPER, ELECTRONIC OR OTHERWISE), PERTAINING, IN A BROAD SENSE, TO INRIM/OR RELATING TO THE CONTENT AND EXECUTION OF THE CONTRACT, OF WHICH IT HAS BECOME AWARE FOR THE PURPOSES AND IN OCCASION OF THE EXECUTION OF THE CONTRACT OR THAT ARE MADE AVAILABLE TO IT BY INRIM ITSELF. THE SUPPLIER GUARANTEES COMPLIANCE WITH THE CONFIDENTIALITY OBLIGATION REFERRED TO IN THIS ARTICLE BY ITS EMPLOYEES, COLLABORATORS AND SUPPLIERS. THE SUPPLIER, THEREFORE, REMAINS RESPONSIBLE FOR COMPLIANCE WITH THIS OBLIGATION BY ITS EMPLOYEES, COLLABORATORS AND SUPPLIERS.

#### ETHICS CODE AND ANTI-CORRUPTION REGULATIONS

THE SUPPLIER DECLARES TO HAVE READ AND EXPRESSED FULL AND UNCONDITIONAL ACCEPTANCE OF THE "CODE OF ETHICS AND CONDUCT" AND OF THE THREE-YEAR CORRUPTION PREVENTION AND TRANSPARENCY PLAN OF INRIM, PUBLISHED ON THE INSTITUTIONAL WEBSITE [HTTPS://WWW.INRIM.IT](https://www.inrim.it) AND UNDERTAKES TO IMPLEMENT BEHAVIORS COMPLIANT WITH THE PRINCIPLES CONTAINED THEREIN.

THE SUPPLIER ALSO DECLARES TO BE AWARE OF THE PROVISIONS OF LAW 6 NOVEMBER 2012, N. 190 (HEREINAFTER THE SO-CALLED "ANTI-CORRUPTION LAW") AND SUBSEQUENT AMENDMENTS, PUBLISHED IN THE OFFICIAL GAZETTE OF THE ITALIAN REPUBLIC ON 13 NOVEMBER 2012, AND UNDERTAKES TO IMPLEMENT BEHAVIORS COMPLIANT WITH THE PRINCIPLES CONTAINED THEREIN AND TO RESPECT THE PRINCIPLES AND VALUES CONTAINED IN THE PLAN INRIM CORRUPTION PREVENTION AND TRANSPARENCY TRIENNIAL. THE SUPPLIER ALSO ACKNOWLEDGES THAT FAILURE TO COMPLY WITH THE PRINCIPLES OF THE INSTITUTE'S CODE OF ETHICS AND CONDUCT INTEGRATES A FAILURE TO FULFILL THE OBLIGATIONS UNDER THE CONTRACT WHICH MAY LEAD TO THE POSSIBLE IMPOSITION OF SANCTIONS, INCLUDING THE TERMINATION OF THE CONTRACT, IN ACCORDANCE WITH THE PROVISIONS OF THE AFOREMENTIONED CODE.

#### CONSENT FOR DATA PROCESSING:

THE PARTIES DECLARE THAT THEY HAVE COMMUNICATED ORALLY AND BEFORE SIGNING THIS CONTRACT THE INFORMATION REFERRED TO IN ARTICLE 13 OF LEGISLATIVE DECREE 196/2003 REGARDING THE PROCESSING OF PERSONAL DATA PROVIDED FOR THE EXECUTION OF THE CONTRACT ITSELF AND TO BE AWARE OF THE RIGHTS THEY ARE ENTITLED TO BY VIRTUE OF THE ART. 7 OF THE AFOREMENTIONED LEGISLATION. INRIM PROCESSES THE DATA PROVIDED TO IT FOR THE MANAGEMENT OF THE CONTRACT AND THE ECONOMIC AND ADMINISTRATIVE EXECUTION OF THE SAME, FOR THE FULFILLMENT OF THE LEGAL OBLIGATIONS CONNECTED TO IT AS WELL AS FOR STUDY AND STATISTICAL PURPOSES. THE PARTIES UNDERTAKE TO BASE THE DATA PROCESSING ON PRINCIPLES OF CORRECTNESS, LAWFULNESS AND TRANSPARENCY IN FULL COMPLIANCE WITH THE PROVISIONS OF THE AFOREMENTIONED LEGISLATIVE DECREE 196/2003, WITH PARTICULAR ATTENTION TO WHAT IS PRESCRIBED WITH REGARD TO THE MINIMUM SECURITY MEASURES TO BE ADOPTED. THE PARTIES DECLARE THAT THE PERSONAL DATA PROVIDED WITH THIS DEED ARE ACCURATE AND CORRESPOND TO THE TRUTH, EXEMPTING EACH OTHER FROM ANY RESPONSIBILITY FOR MATERIAL ERRORS IN THE COMPILATION OR FOR ERRORS DERIVING FROM AN INEXACT ENTRY OF THE DATA IN THE ELECTRONIC AND PAPER ARCHIVES.

#### ANTI-PANTOUFLAGE STATEMENT

BY SIGNING THIS CONTRACT, THE CONTRACTOR CERTIFIES, PURSUANT TO AND BY EFFECT OF ART. 53, PARAGRAPH 16 TER, LEGISLATIVE DECREE N. 165/2001, THAT HE HAS NOT CONCLUDED CONTRACTS OR CONFERRED ASSIGNMENTS ON EMPLOYEES OF THE CONTRACTING ADMINISTRATION WHOSE EMPLOYMENT RELATIONSHIP HAS BEEN TERMINATED FOR LESS THAN THREE YEARS AND WHO, IN THE LAST THREE YEARS OF SERVICE, HAVE EXERCISED AUTHORITATIVE OR NEGOTIATING POWERS WITH RESPECT TO THE CONTRACTOR HIMSELF ON BEHALF OF THE CONTRACTING ADMINISTRATION.

#### HEAD OF PROCEDURE (RUP)

MS. DANIELA CUTUGNO (PHONE. +39.011.3919 535 - e-mail: [d.cutugno@inrim.it](mailto:d.cutugno@inrim.it) )

#### CONTACT PERSON FOR TECHNICAL CLARIFICATIONS:

MR PUGLIESE DIEGO (PHONE +39.0113919 627- EMAIL: [d.pugliese@INRIM.IT](mailto:d.pugliese@INRIM.IT))

#### CONTACT PERSON FOR ADMINISTRATIVE CLARIFICATIONS

MS. FRANCESCA GRANERO (PHONE: +39.011.3919 556 - E-MAIL: [F.GRANERO@INRIM.IT](mailto:F.GRANERO@INRIM.IT) )

#### CONTACT FOR ACCOUNTING/BILLING REFERENCES:

EMAIL: [CONTABILITA.FORNITORI@INRIM.IT](mailto:CONTABILITA.FORNITORI@INRIM.IT)

#### INTERNAL REFERENCES:

RDA N 1427/2023

Place, date \_\_\_\_\_

For the supplier \_\_\_\_\_

Place, date \_\_\_\_\_

For INRiM: \_\_\_\_\_

*(digitally signed)*

*(digitally signed)*

PURSUANT TO ARTICLE 1341 AND 1342 OF ITALIAN CIVIL CODE, THE SUPPLIER EXPRESSLY DECLARES TO APPROVE THE CLAUSES RELATING TO THE TERMINATION OF THE CONTRACT AND THE PENALTY CLAUSE.

REFFERAL: FOR ANYTHING NOT EXPRESSLY PROVIDED FOR BY THIS CONTRACT, EXPLICIT REFERENCE IS MADE TO THE RULES OF THE CIVIL CODE AND TO OTHER RULES IN FORCE IN THE FIELD.