

Progetto IRIS - Innovative Research Infrastructure on Applied Superconductivity

Missione 4, Componente 2, Investimento 3.1

Codice Progetto MUR: MUR: IR000003; CUP UNINA: I43C21000230006



UNIVERSITÀ DEGLI STUDI DI NAPOLI FEDERICO II



OPEN PROCEDURE APPLYING THE CRITERION OF THE MOST ECONOMICALLY ADVANTAGEOUS TENDER BASED ON THE BEST QUALITY-PRICE RATIO, PURSUANT TO ARTICLES 71 AND 108 OF LEGISLATIVE DECREE NO. 36/2023, AS AMENDED, concerning the SUPPLY OF A CRYOSTAT FOR THE CHARACTERIZATION OF SUPERCONDUCTING DEVICES AND TRAINING OF OPERATORS, within the framework of the IRIS Project at the Monte Sant'Angelo University Complex, Naples

AWARDED BUYER: _____

CIG: _____

WHICH: _____

The year _____ the day _____ of the month of _____ at the premises of the

Department of Physics "Ettore Pancini" located in Naples at Via Cintia 21 - 80126, before me Dr./Dr. _____

_____, Deputy Official, authorised

by Decree of the General Director, no. _____ of the _____ to draw up and receive in

public administrative form the deeds and contracts that are stipulated in the interest of the University itself

pursuant to art. 60 of the current University Regulations for Administration, Finance and Accounting, as the

Official Declarant, the following have been constituted:

on one side

the University of Naples Federico II - VAT number 00876220633, in the person of Prof. Gennaro Miele, Director of the Department of Physics "Ettore Pancini", delegated to the stipulation of contracts, pursuant to Decree of n. _____ of _____ domiciled for the position at the Department of Physics "Ettore Pancini", hereinafter referred to as the University

on the other

The Company _____ - VAT number _____, with registered office in _____, in the person of Mr/Mrs _____, born in _____ on _____, Tax Code _____, as legal representative of the Company, and domiciled for the purpose of the office at the registered office of the same Company, hereinafter referred to as the Company;

The above mentioned persons - in possession of the legal requirements and of whose identity I, the Deputy Notary Officer, am personally certain - with this document received electronically pursuant to art. 18 of Legislative Decree 36/2023, ask me to have the following ascertained

WHEREAS

- with Decision to contract of the Director of the Department of Physics "Ettore Pancini n.

PG/2024/0156712 of 03/12/2024, an open procedure was announced with application of the criterion of the most economically advantageous offer identified on the basis of the best quality- price ratio pursuant to articles 71 and 108, paragraph 1, of Legislative Decree n. 36/2023 and subsequent amendments having as its object, the supply of a dilution cryostat with a base temperature of approximately 10 mK and a cooling power of approximately 300 microW at 100 mK, to ensure the cooling and operation of superconductive quantum

- Progetto IRIS - Innovative Research Infrastructure on Applied Superconductivity Missione 4, Componente 2, Investimento 3.1 Codice Progetto MUR: MUR: IR0000003; CUP UNINA: I43C21000230006 for a total amount of €351,000.00, plus VAT, with delivery times of seven (7) months, starting from the signing of the contract or the early execution report;

- with minutes of public session of _____ the Commission has formulated the award proposal in favour of _____;

- with Decree of the Director of the Department of Physics "Ettore Pancini" n. _____ of the washhaving ascertained the regularity of the procedure following an investigation by the competent departmental office;

- the proposal for the award of the tender procedure for the assignment of the " _____ " in favor of the Company _____ under the conditions set out in the tender documents, the technical offer submitted and the economic offer containing a percentage reduction compared to the base tender price equal to __, resulting in a total offered price of € _____, all plus VAT as per law;

- with Decree of the Director of the Department of Physics no. _____ of _____ the awarding, which is immediately effective, of the "Open procedure, to be awarded with application of the criterion of the most economically advantageous offer identified on the basis of the best quality-price ratio, pursuant to articles 71 and 108, paragraph 1 of Legislative Decree no. 36/2023, in one lot concerning the supply of cryostats for the characterization of superconducting devices for the **IRIS Project** in the university complex of Monte Sant'Angelo, Naples" – The lot in favor of the Company _____ under the conditions set out in the tender documents and the economic offer containing a percentage reduction compared to the base tender price equal to _____, with a consequent total price offered equal to € _____, all plus VAT as per Law;

- the company _____ has complied with the requirements of Prime Ministerial Decree no. 187/91 according to the declaration received via PEC on _____, entered in the University protocol with n. _____ of the _____;

- the company _____ has constituted the definitive guarantee by means of bank guarantee

no. _____ released on _____ from the Bank _____, Branch of _____,

accompanied by a declaration of role issued by the signatory of the surety and related power of attorney that the University accepts, having found that the size of the same corresponds to that foreseen in the tender documents;

translation just for reference

- The Company has produced policy no. _____, issued on _____ from _____ the Society _____;

- the Company _____ is in order for DURC purposes, as per INPS certificate, prot. n. INPS expiring on _____;

- the University has fulfilled the obligations set forth in Legislative Decree no. 159/2011, by accessing the National Anti-Mafia Database with requests for anti-mafia information prot. no.

_____ for the company _____, with the acquisition of a provisional anti-mafia release;

- that this contract is signed within the 60-day term established by the current Corruption Prevention Plan and effective from the above-mentioned Decree of the Director of the Department of Physics "Ettore Pancini" n. ___ of ____ of award, immediately effective;

GIVEN ALL THE ABOVE

the parties, as constituted above and of whose identity I am certain, confirm and ratify before me, Deputy Recorder, the preceding narrative, which forms an integral and substantial part of what is documented and agreed here, and stipulate as follows:

ART.1 -The preceding premise is an integral and substantial part of this contract.

ART.2-The University entrusts the Company _____, which accepts, declaring that it will fully and accurately execute it, with the contract relating to the supply of cryostats for the characterization of superconducting devices for the IRIS project in the university complex of Monte Sant'Angelo, Naples" – The lot, to be carried out in accordance with the provisions of the Technical Document, to the Technical Specifications, to the Technical Offer and to the Economic Offer, which form an integral part of this contract, are physically attached to it and are digitally signed by the parties.

Furthermore, the aforementioned supply will be carried out in compliance with the documents - already made available among the tender documents - which are the subject of a specific declaration of acceptance made within the administrative documentation presented by the

translation just for reference

Company. By signing this contract, the Company confirms the unconditional and complete acceptance of the contents of said documents.

The supply referred to in this contract must, finally, be carried out in compliance with the National and University Codes of Conduct, the corruption prevention rules referred to in the PIAO and the Legality Protocol, which are an integral part of this contract (even if not physically attached). These documents are also signed by both contractors.

The Company _____ also undertakes to assume the obligations of traceability of financial flows pursuant to Law no. 136/2010 and subsequent amendments and to observe - for the parts not in conflict with the latter - the provisions of the Legality Protocol of the Prefecture of Naples, to which the University adhered on 10/12/2021, which the Company itself hereby accepts as formulated by the University and reported and signed below.

ART. 3- The time for the completion of the supply is set at 7 months starting from the signing of the contract or from the early execution report. With regard to the discipline of the end of the contractual relationship referred to in this document, the parties refer entirely to the provisions of the Technical Specifications whose provisions have been fully recalled and transcribed here and form an integral part of this contract.

ART. 4- By signing this contract, the Company undertakes to observe all the obligations prescribed by the Technical Specifications.

ART. 5 -The University will pay the contractual amount of € _____ plus VAT, as required by law, upon execution of the contract.

ART. 5 bis- In consideration of the fact that the University has availed itself of the option, provided for in art. 92, paragraph 3, of Legislative Decree no. 159/2011 and subsequent amendments, to proceed with the stipulation of this contract even in the absence of anti-mafia information for the successful tenderer, all the fees connected to the execution of this contract are paid under a condition of termination and the University will withdraw from the same, if elements relating to attempts at mafia

infiltration are ascertained, even after the stipulation of the contract, without prejudice to the payment of the value of the works already carried out and the reimbursement of the expenses incurred for the execution of the remainder, within the limits of

translation just for reference

the benefits obtained. In any case, reference is made to the provisions of clause 4) of the legality protocol reported below, which applies within the limits of compatibility with the discipline dictated by the aforementioned art. 92.

ART. 6 -The coordination, organization and control of the execution of the service are entrusted to the Sole Project Manager, identified in the person of Dr. Fabio Vigliotta, e-mail fabio.vigliotta@unina.it; PEC: fabio.vigliotta@personalepec.unina.it.

The Director of Contract Execution, Dr. _____, is responsible, among other things, for the technical and accounting control of the execution of the contract in order to ensure its regular execution within the established times and in compliance with the provisions contained in the contractual documents and in the conditions offered at the time of award or assignment with the completion of all obligations assigned to him by the legislation in force.

ART. 7- For penalties, please refer to the provisions of the Technical-Administrative Specifications.

ART. 8– The Company may not subcontract, in accordance with what was declared in the tender. The company may not subcontract before having received formal authorization from the Sole Project Manager, following the positive outcome of the legal checks.

ART. 9– As foreseen in the Technical-Administrative Specifications, this contract is subject to verification of conformity upon completion of the supply.

ART. 10– The termination of this contract is governed by the Technical-Administrative Specifications to which full reference is made, with the specification that the University will proceed with the immediate and automatic termination of the contract, pursuant to article 1456 of the Civil Code (express termination clause), also in the cases provided for by the Legality Protocol, without prejudice to compensation for any further damage.

Furthermore, the contract will be automatically terminated in the event of failure to use the bank transfer, pursuant

to art. 3 of Law no. 136/2010 and subsequent amendments.

The University may also terminate the contract in the event of violation of the obligations arising from the current PIAO and the National and University Code of Conduct.

translation just for reference

In any case of termination of the contract, compensation for any further damages remains unaffected.

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

ART. 12- By signing this document, the Company declares that it is in compliance with the insurance positions set forth in the legislation in force, as well as that it complies with the application of the contractual provisions in force regarding employment relationships throughout the duration of the contract, ensuring that workers engaged in the activity covered by this contract receive the economic treatments set forth in the relevant collective agreement, and insuring personnel for the purposes of civil liability towards workers and third parties.

Furthermore, the Company undertakes to communicate to the University any hypotheses of change of the legal representative, as well as any mergers, splits, incorporations, transformations or modifications of the company name.

ART. 13– The transfer of the contract is prohibited. In the event of violation, the Administration reserves the right to terminate the contract by right and to confiscate the final guarantee, without prejudice to the right to take action for compensation for any further consequent damage suffered. For the transferability of credits deriving from the stipulation of this contract, the provisions of the current legislation remain unchanged. Art. 14– The Company_____declares to elect his domicile

in _____ at Via__,

telephone and fax _____, email:_, PEC: _____, which gives the University the power

to send, notify, communicate any judicial or extrajudicial document affecting the contractual relationship, thus exonerating the University Administration from any liability in relation to any failed deliveries for any reason whatsoever.

ART. 15– For all matters concerning invoicing and payments, the parties agree as follows: - the Company must address the electronic invoice to the Department's Unique Office Identification Code QIGB1V, making it the address of the University of Naples Federico II - Department of Physics "Ettore Pancini" - reporting the relevant CIG and contractual reference in the invoice; -

the Company may issue the invoice only after receiving certification of regular execution issued by the Director of Contract Execution and confirmed by the Sole Project Manager. The electronic invoice will be rejected by the University if it is issued by the company without the prior communication referred to above; - the Director of Contract Execution will send

translation just for reference

the certification of regular execution to the Sole Project Manager for confirmation purposes and, subsequently, to the Company for issuing the invoice; The Company undertakes to correctly execute the provisions of this article and expressly declares to exonerate the University from any liability for delays attributable to the incorrect observance by the University of the procedure established above.

Payments will be made according to the methods and terms set out in art. 11 of the Technical- Administrative Specification, by bank transfer, to the following bank account: Bank _____, branch of _____

street _____ - IBAN Code: _____

The persons authorised to operate on the said account are: _____, CF _____, resident in _____ to the street _____ and Mr. _____, CF _____, resident in to the street _____.

The Company _____ expressly declares to exonerate the University from any responsibility for payments made using the aforementioned methods.

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

ART. 16- Registration and stamp duty costs are borne by the Company and are paid electronically.

ART. 17 –The Company declares that it has not concluded subordinate or self-employed employment contracts and, in any case, that it has not assigned tasks to former employees who have exercised authoritative or negotiating powers on behalf of public administrations towards it in the three-year period following the termination of the relationship; that it is aware that, pursuant to the aforementioned art. 53, paragraph 16-ter, the contracts

concluded and the tasks assigned in violation of such provisions are null and void and that the private entities who have concluded or assigned them are prohibited from contracting with public administrations for the following three years, with the obligation to return any compensation received and ascertained relating to them; that it undertakes, where the contracting authority so requests, to comply with the provisions of art. 53, paragraph 16-ter of Legislative Decree no. 165/2001, to send the updated organizational

translation just for reference

chart of all employees (hired in any capacity with negotiating functions and/or authoritative powers) relating to the last three years starting from the award/contracting provision relating to the procedure referred to in this contract.

ART. 18– The Company also undertakes to comply with the obligations of confidentiality and data processing. The parties agree that, during and after the contractual period, they will keep confidential any data and information of the other party and will not disclose this information to third parties without the prior written consent of the other party.

The Company _____ may not use any information or data acquired during the contractual relationship nor create databases for commercial and/or informative purposes unless previously authorised by the University and within the limits strictly connected with the fiscal obligations relating to the fulfilment of this contract.

The Company _____ acknowledges that the University will process the data contained in this contract and acquired during the execution of the contractual relationship for the purposes of the procedure for which they are released and will be used exclusively for this purpose and in any case, within the scope of the institutional activities of the University of Naples Federico II.

The Company acknowledges that the Data Controller is the University, in the persons of the Rector and the General Director, in relation to the specific competences. To contact the Data Controller, an email can be sent to: ateneo@pec.unina.it.

The Company _____ furthermore, acknowledges that complete information regarding the processing of personal data collected is reported on the University website: <http://www.unina.it/ateneo/statuto-e-normativa/privacy>.

The parties, to the extent compatible, refer, in any case, to the provisions of the Code regarding the protection of personal data pursuant to Legislative Decree no. 196/2003 as integrated with Legislative Decree no. 101 of 10

August 2018 containing "Provisions for the adaptation of national legislation to the provisions of EU Regulation 2016 no. 679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, as well as on the free circulation of such data and which repeals Directive 95/46/EC

translation just for reference

(General Data Protection Regulation)".

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

ART. 20 –The Company specifically accepts the clauses contained in the Prefecture's Legality Protocol, to which the University adhered on 10/12/2021. The clauses of this Protocol, with the clarifications formulated by this Administration, must be signed by the company when signing the contract or subcontract, under penalty of forfeiture of the award, and are as follows:

Clause 1): The undersigned company declares that it is aware of and accepts the express termination clause that provides for the immediate and automatic termination of the contract, or the revocation of the authorization to subcontract or sub-contract, should the Prefecture, after the stipulation of the contract or sub-contract, communicate interdictory information pursuant to art. 84 of Legislative Decree no. 159/2011 and subsequent amendments. A similar termination effect will result from the ascertained existence of hypotheses of formal and/or substantial connection or agreements with other companies participating in the bankruptcy procedures of interest. If the contract was stipulated pending the acquisition of anti-mafia information, a penalty of 10% of the value of the contract will also be applied to the company, subject to the subsequent interdictory information, or, if the same is not determined or determinable, a penalty equal to the value of the services performed at the time; the aforementioned penalties will be applied by automatic deduction, by the contracting authority, of the relevant amount from the sums due to the company in relation to the first useful disbursement. In the event of the Prefect issuing information pursuant to art. 1septies, Legislative Decree no. 629 of 6 September 1982, converted by Law no. 726 of 12 October 1982, the Contracting Authority reserves the right to assess at its discretion the opportunity to exclude the company affected by the aforementioned information from the procedure and from

any subcontract, as well as to proceed with the termination of the contracts in progress.

Clause 2): The undersigned company undertakes to communicate to the contracting authority the list and data of the companies involved in the award plan with regard to the sectors of activity

translation just for reference

referred to in art. 2 of the Protocol, as well as any subsequent changes for any reason.

Clause 3): The undersigned company undertakes to include in all subcontracts the express termination clause in the event that prohibitive information emerges, or rejection of registration in the so-called white list for the sectors of interest, at the expense of the subcontractor.

Clause 4): The undersigned company undertakes to inform the Prefecture without delay, by communicating it to the Contracting Authority, of any attempt at extortion, intimidation or conditioning of a criminal nature in any form it may manifest itself against the entrepreneur, any members of the corporate structure or their families (request for bribes, pressure to direct the hiring of personnel or the assignment of work, supplies, services or similar to certain companies, damage or theft of personal or construction site property, etc.). The obligation to report the same facts to the Judicial Authority remains in force, as per clause no. 5 below. The aforementioned fulfillment is essential for the purposes of the execution of the contract and the related failure to fulfill it will give rise to the express termination of the contract itself pursuant to art. 1456 of the Civil Code.

Clause 5): The undersigned company undertakes to report to the Judicial Authority or the Police any illicit request for money, services or other benefits made to it before the tender and/or the awarding or during the execution of the works, including through its agents, representatives or employees and in any case any illicit interference in the award procedures or in the execution phase of the works. The Contracting Authority and the Prefecture are informed of the report, as per clause no. 4 above. The aforementioned fulfillment is essential for the purposes of the execution of the contract and the related failure to fulfill it will give rise to the express termination of the contract itself pursuant to art. 1456 of the Civil Code.

Clause 6): The undersigned company undertakes to assume all charges and expenses, at its own expense, deriving from the agreements/protocols promoted and stipulated by the Contracting Authority with the competent bodies and/or organs in matters of safety, as well as crime repression, aimed at the preventive verification of

the work execution program with a view to the subsequent monitoring of all phases of execution of the work, of the services to be performed and of the subjects who will carry them out, as well as compliance with the obligations deriving from such agreements.

translation just for reference

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

Clause 8): The undersigned company undertakes to include in the subcontracts/subcontracts a clause that suspensively subordinates the acceptance and, therefore, the effectiveness of the assignment of credits made to subjects other than those indicated in Legislative Decree 18 April 2016, no. 50, to the prior acquisition, by the Contracting Authority, in the manner set out in Articles 2 and 3 of this Protocol, of the anti-mafia information referred to in Articles 84 and 91 of Legislative Decree 6 September 2011, no. 159, at the expense of the assignee and to reserve the right to refuse the assignments of credit made to assignees for whom the Prefecture provides anti-mafia information of a prohibitive nature. Similar rules must be provided for all subjects, in any capacity involved in the execution of the works, who will stipulate an assignment of credits.

Clause 9): The undersigned company undertakes to proceed with the secondment of manpower, as regulated by art. 30 of Legislative Decree no. 276 of 10 September 2003, only after obtaining prior authorization from the Contracting Authority for the seconded workers to enter the construction site; such authorization is subject exclusively to the prior acquisition, by the Contracting Authority itself, of the anti-mafia information referred to in arts. 84 and 91 of Legislative Decree no. 159 of 6 September 2011, on the seconding company. Similar rules must be provided for all those subjects, in any capacity involved in the execution of the works, who will avail themselves of the option to second manpower.

Clause 10): The contractor undertakes to promptly notify the Prefecture and the Judicial Authority of any attempts at extortion that have, in any way, manifested themselves against the entrepreneur, the corporate bodies or the company managers. The aforementioned fulfillment is essential for the purposes of the execution of the contract and the related failure to fulfillment will give rise to the express termination of the contract itself, pursuant to art. 1456 of the civil code, whenever a precautionary measure has been ordered against public

administrators who have exercised functions relating to the stipulation and execution of the contract or a referral to trial has occurred for the crime provided for by art. 317 of the criminal code.

Clause 11): The undersigned company declares to know and accept the Contracting Authority

translation just for reference

undertakes to avail itself of the express termination clause, pursuant to art. 1456 of the Civil Code, whenever a precautionary measure has been ordered against the entrepreneur or members of the corporate structure, or the managers of the company, or a referral to trial has occurred for one of the crimes referred to in arts. 317 of the Criminal Code, 318 of the Criminal Code, 319 of the Criminal Code, 319-bis of the Criminal Code, 319-ter of the Criminal Code, 319-quater of the Criminal Code, 320 of the Criminal Code, 321 of the Criminal Code, 322 of the Criminal Code, 322-bis of the Criminal Code, 346-bis of the Criminal Code, 353 of the Criminal Code and 353-bis of the Criminal Code.

Clause 12): The undersigned company declares that it knows and accepts the express termination clause that provides for the immediate and automatic termination of the contract or the revocation of the authorization to subcontract or subcontract as well as the application of the administrative pecuniary sanctions pursuant to Law 136/2010 and subsequent amendments if a financial transaction (incoming or outgoing) is carried out without using the intermediaries and dedicated accounts pursuant to art. 3 of the aforementioned law. The undersigned company declares that it knows and accepts the obligation to make collections and payments, relating to the contracts pursuant to this Protocol, through dedicated accounts opened with an authorized intermediary via bank or postal transfer, or with other payment instruments suitable for allowing full traceability of the transactions, the failure to use which constitutes a cause for termination of the contract; in the event of violation of this obligation, without justified reason, a penalty of 10% of the value of each individual financial transaction to which the violation refers will be applied, automatically taking the amount from the sums due in relation to the first available disbursement. Clause 13): The undersigned company declares to know and accept the express clause that provides for the immediate and automatic termination of the contract or the revocation of the authorization of the contract or sub-contract in the event of serious and repeated failure to comply with the provisions on placement, hygiene and safety at work, also with regard to the appointment of the person responsible for safety and

protection of workers in contractual and union matters. To this end, the following are considered, in any case, serious failure to comply: the violation of rules that has led to the seizure of the workplace, validated by the Judicial Authority; failure to comply with the requirements imposed by the inspection bodies; the use of personnel from the individual company

translation just for reference

not resulting from the records or other mandatory documentation in a measure greater than 15% of the total number of workers employed on the construction site or in the factory.

Clause 14): The undersigned company undertakes to promptly communicate to the contracting authority any changes in the data reported in its own Chamber of Commerce certificates and those of its subcontractors and, in particular, any changes that occur after the production of the certificate itself relating to the subjects referred to in articles 85 and 91, paragraph 4, of Legislative Decree no. 159 of 6 September 2011 to be subjected to anti-mafia verification. In the event of violation, the sanctions provided for in art. 14 of the Protocol will apply.

Clause 15): The undersigned company undertakes to fully comply with all that is set out in the Legality Protocol signed between the Prefecture and the Contracting Authority and to be fully aware of and accept the sanctioning system set out therein.

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

- if during the execution of the contract, the contracting authority, also through the offices of the person responsible for the procedure and the management of the works, detects, on the basis of concrete factual elements, the presence of illicit and multiple pressures by persons external to the contracting relationship, tending to influence or alter the correct and legal execution of the services, it shall report the situation, without delay and

confidentially, to the Prefect with jurisdiction over the territory, so that appropriate investigations can be carried out, aimed at verifying the presence of infiltration or pressures against the contractor or any of the subcontractors. The same clause provides, pursuant to art. 51, paragraph 4, of the Law, the obligation of the successful tenderers to report any fact tending to alter the correct and legal

translation just for reference

execution of the services, as an essential element of the contract.

I, Deputy Notary Officer, have received this document by reading it out loud and clearly to the parties, who, when asked by me, before signing it digitally, have declared that the document itself is in accordance with their will. The reading of the documents referred to in the previous art. 2 has been omitted by express will of the parties, who declare that they have already taken cognizance of them. This document has been written using computer tools by a person I trust, on twenty pages on screen and the twenty-first up to this point and is signed in electronic form consisting, pursuant to art. 52 bis of the notarial law, in the affixing of their digital signature, verified in its regularity pursuant to art. 14 of the Prime Ministerial Decree of 22 February 2013.

I, the Deputy Signing Officer, have signed this electronic document with a digital signature. Signatories: