

Contractual addendum

1. Billing and Payment Methods

1. For the purposes of payment of the fee indicated in the contract, concerning the provision of fee-based services, the Supplier shall issue an invoice with deferred four-monthly frequency, unless otherwise stated in the contract, in the RFP or in the Technical specifications (where present), after the relative verification of positive conformity. The invoice must indicate the reference time period.
2. Each invoice must absolutely report the details of the Repertory, of the CIG (Identification Code of Tenders), of the CUP (Single Project Code) where required pursuant to art. 11 of the law of 16 January 2003, no. 3, as well as containing the reference to the type / nature of processing of the service covered by the invoice and the indication of the relative unit price, to the operational headquarters of the activity covered by the invoice, the indication of the place of performance of the contract, the period of competence of the invoice.
3. In case of invoice issued for a contractual service provided:
 - a. with respect to the Finance Branch it is necessary to report within the same: contractual repertoire no. and purchase order no.;
 - b. with respect to the Economy Branch it is necessary to report within the same: SIPAI code no.;
4. For the purposes of payment of the consideration and in any case where there are invoices for payment, the Client will proceed to acquire, the single document of regular contributions (D.U.R.C.) or equivalent document in the case of operators belonging to a State of the European Union or non-EU or a substitute declaration made pursuant to article 46, paragraph 1, letter p) of the consolidated text referred to in the Decree of the President of the Republic December 28, 2000, no. 445 in the case of supplies and services up to 20.000 euros, certifying their regularity with regard to the payment of social security contributions and mandatory insurance contributions for accidents at work and occupational diseases of employees.
5. The Client will not pay any interest on the amounts to be paid due to a delay in payments due to irregularities found in relation to the payment of social security and insurance contributions provided for by law.
6. SOGEI, in compliance with the provisions of the art. 48-bis of the D.P.R. 602 of 29 September 1973, in the manners set out in the Decree of the Ministry of the Economy and Finance of 18 January 2008, no. 40, for each payment exceeding € 5.000,00, will proceed to verify whether the beneficiary is in breach of the payment obligation deriving from the notification of one or more payment files for a total amount equal to at least this amount. In the case that the Inland Revenue - Collection communicates that there is a default by the beneficiary, the Client will apply the provisions of art. 3 of the implementing decree mentioned above. No interest will be due for sums that will not be paid pursuant to the above.
7. Together with the invoice must be produced, where necessary:
 - documents certifying the positive outcome of the compliance check.
8. The Supplier acknowledges that the invoices must be in the name of the Client only with the "Administration, Budget and Treasury - Accounts Payable Office" and must include the registration number of the Company and the Identification Code for the Tenders Identification (CIG).
9. The Supplier undertakes to comply with the procedures indicated on the website www.sogei.it for the preparation and transmission of electronic invoices - Suppliers Area - Electronic invoicing to the Client, in compliance with the provisions of the relevant legislation.
10. The terms of payment of the aforementioned invoices, accompanied by the aforementioned documentation, will be defined according to the procedures set forth in current legislation, Legislative Decree 231/2002 and s.m.i. The transfer, subject to verification by the Client of the service/s performed, will be carried out on the bank account dedicated to public procurement transactions pursuant to Article 3, paragraph 1 of Law no. 136, whose identification details must also be communicated to the SOGEI Treasury Office, to the fax number 0650258412 or to the e-mail: Areatesoreria@sogei.it through a declaration issued by the legal representative of the Supplier or by a person with suitable powers of representation. The declaration, which must contain the personal details and the tax code of the persons delegated to operate on the dedicated bank account as well as the registration number indicated above, must be received by the Client within 7 days of the account being activated, if newly opened, or in the case of accounts already existing from their first use.
11. The Supplier, under its own exclusive responsibility, will promptly notify SOGEI of any changes that may occur regarding the methods for crediting the fee. In the absence of such communication, even if the changes were published in accordance with the law, the Company will not be able to raise exceptions with regards to possible payment delays, nor to the payments already made.
12. The Client will carry out a 0.5% withholding tax on the progressive net amount of the benefits which will be paid by them only at the end of the contract; withholdings can be released only in the final liquidation, following the approval of the conformity verification certificate and upon acquisition of the single document of regularity of contributions.
13. The Supplier declares that the account on which the payments will be made operates in compliance with the Law of 13 August 2010, n. 136.
14. The charges deriving from interferential risks, where quantified, will be invoiced by the Supplier and reimbursed by SOGEI to the extent supported by the same and within the limits set by the specific Interference Risk Assessment Document (DUVRI).

15. For the purposes of paying VAT for the sale of goods and services in favour of SOGEI, shall apply, the provisions of art. 17-ter of the Presidential Decree n. 633 of 1972 ("split payment"), introduced by art. 1, paragraph 629, of the law no. 190 of 2014, as amended by D. L. April 24, 2017, no. 50, converted by the law 21 June 2017, no. 96, and the related implementing provisions including the Ministerial Decree of 23 January 2015 as amended by the Ministerial Decree 27 June 2017.

16. On a four-monthly basis, the Supplier must demonstrate that it has correctly performed the obligations pursuant to articles 25 paragraphs 1 and 2, 26 paragraph 4 and 34 co. 10 and 11 during the time period indicated above, with reference to the remuneration and social security obligations towards the staff employed in the contract; it must therefore produce the specific declaration made pursuant to Presidential Decree 445/2000 by a person equipped with proven powers of signature by the Supplier itself, of any sub-suppliers, each certifying the full payment of remuneration to its own personnel employed in the contract, according to the outline available on the website www.sogei.it -> Home> Suppliers Area, in the section "Declarations of regular remuneration". In the absence of this declaration, Sogei reserves the right not to proceed with the payment of invoices already transmitted and of future ones. SOGEI retains the right to carry out sample checks with the possibility of requesting documentation that prove the different from the one indicated above. SOGEI also retains the right to ask the Supplier to produce the above based on a different timing.

2. Compliance Verification

1. All the contractual services will be subjected to conformity verification in compliance with the provisions of art. 102 of the Legislative Decree 18 April 2016 n. 50.
2. In the case of services, the compliance check will be performed periodically with the timing indicated in the Technical Specifications (where present), in the RFP and in this contract. In the case of ongoing services, in the course of the contract, SOGEI will carry out the verification of the compliance of the aforementioned services aimed at certifying that they have been carried out according to the methods indicated in the Technical Specifications (where present), or in the RFP.
3. The conformity check is considered positively passed only if all the contractual services have been performed in perfect working order, according to the methods indicated in the Technical Specifications (where present), in the RFP and in this contract, according to the technical and user documentation provided by the Company (where present).
4. The verification of conformity will be performed directly by the person in charge of this, contradictory with the Supplier.
5. The date of the report attesting to the positive outcome of the verification of conformity will be considered, "Date of acceptance of the services".
6. In the case of a negative outcome of the conformity check, the Supplier must eliminate the defects ascertained within the maximum term of 5 (five) days, except for the different term that will be granted by the Client in the verbal verification of conformity. In such case the conformity check will be repeated.
7. In the hypothesis in which also the second conformity verification gives a negative outcome, the Client, will have the right to declare the contract terminated by law, pursuant to art. "Resolution", as well as art. 1456 cod. civ.
8. Notwithstanding the provisions of the preceding paragraphs, in the cases in which the particular characteristics of the contractual object do not allow the verification of conformity for the totality of the contractual services, SOGEI reserves the right to carry out, in relation to the nature of the goods and / or of services and their value, random sample checks, in any case, suitable for guaranteeing the verification of the contractual performance.
9. Notwithstanding the provisions of the previous paragraphs, in cases where the particular characteristics of the contractual object do not allow the carrying out of conformity verification activities, SOGEI may carry out the conformity verification activities in a simplified form by using the quality certifications, where existing, or to documents of similar content, certifying the compliance of the contractual services performed with the contractual provisions.
10. Notwithstanding the foregoing, SOGEI, following completion of the services, may issue a specific certificate of regular performance of the services pursuant to the provisions of art. 102 of Legislative Decree 50/2016.
11. Once the compliance verification has been successfully completed, the Client issues the payment certificate or other equivalent document for the purpose of issuing the invoice by the contractor.
12. With reference to the supplies, at the Supplier's request, the Client will issue the supply performance certificate (CEF), in accordance with the model prepared by the A.N.AC. National Anti-Corruption Authority. The certificate will be issued only following the aforementioned supply, in compliance with the contractual provisions and current legislation.
13. At the request of the Company, the Client will issue the services performance certificate (CES), in accordance with the model prepared by the A.N.AC. National Anti-Corruption Authority. The certificate will be issued only after verification of the correct performance of the contractual services, in compliance with the contractual provisions and the current legislation.

3. Privacy

1. With the signing of this Contract, the Supplier, having ascertained its capacity to ensure and be able to demonstrate the adoption and compliance with technical organizational measures adequate to comply with the legislation and regulations in force on the processing of personal data, is also designated as external data processing manager, pursuant to art. 28, paragraph 2 et seq., Of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 containing the European Data Protection Regulation, (hereinafter also the "EU Regulation" or "GDPR") and of the Italian legislation for compliance with the GDPR. The data

processor must ensure his/her staff comply with the obligations and instructions given by SOGEL, shown in annex to this contract, of which it is an integral and substantial part called "Privacy Annex", as well as in another act of a contractual nature (minutes foster care or technical documentation with contractual relevance), as well as any additional instructions that the Owner should reasonably give to ensure the protection and security of the processing and personal data

2. The Supplier in this case must comply with the obligations and instructions given by SOGEL, set out in the "Privacy Annex" to this contract, of which it is an integral and substantial part, and to any further instructions that the Owner should reasonably give to guarantee the protection and security of personal data.

3. It is understood that, in the event of non-compliance by the Supplier with any of the obligations and instructions provided for in this Article and in the Annex Privacy, the Client may automatically declare the contract automatically legally terminated, and execute the definitive guarantee, without prejudice to the fact that the Supplier will be obliged to reimburse all the damages that may derive from the Client, its Clients and / or third parties.

4. Duties Of Traceability On Financial Flows

1. Pursuant to and for the purposes of art. 3, paragraph 8, of Law 13 August 2010 n. 136, the Supplier undertakes to punctually comply with the provisions of the aforementioned provision regarding the obligations of traceability of financial flows.

2. It is agreed that SOGEL, in compliance with the provisions of art. 3, paragraph 9 bis, of the Law of 13 August 2010 no. 136, without needing to previously assign any deadline for compliance, will terminate this contract pursuant to art. 1456 of the Civil Code, as well as pursuant to art. 1360 of the Civil Code, subject to a declaration to be communicated to the Company by registered letter with return receipt, if the transactions are carried out without making use of the bank or postal transfer or of the other suitable instruments to allow the full traceability of the operations pursuant to the Law of 13 August 2010, no. 136.

3. The Supplier, in his capacity as contractor, undertakes, in accordance with art. 3, paragraph 8 third period, of the Law of 13 August 2010, no. 136, to insert in the signed contracts with any subcontractors (where subcontracting is possible) or co-subcontractors, under penalty of absolute nullity, a specific clause by which each of them assumes the obligations of traceability of financial flows pursuant to the Law of 13 August 2010, no. 136.

4. The Supplier that has notice of the non-fulfilment of its counterparty to the financial traceability obligations referred to in the aforementioned regulation, will proceed to the immediate termination of the contractual relationship, and will inform SOGEL and the Prefecture - Territorial Office of Government territorially competent of such.

5. The Supplier undertakes and guarantees that in the contracts signed with the subcontractors, the aforementioned counterparties will assume the specific obligation of immediate termination of the relative contractual relationship in the case that they become aware of the non-performance of their counterparty to the obligations of financial traceability, with the simultaneous obligation of information to SOGEL and the Prefecture - Territorial Office of the Government territorially competent.

6. SOGEL will verify that in the subcontract contracts (where subcontracting is possible) a special clause is inserted, under penalty of absolute nullity of the contract, with which the subcontractor assumes the obligations of traceability of the financial flows referred to in the above-mentioned Law. With reference to the subcontracting contracts, the Supplier undertakes to transmit to SOGEL, in addition to the information pursuant to art. 105, paragraph 2 of the Legislative Decree 18 April 2016 no. 50, also a specific declaration made pursuant to the D.P.R. 445/2000, certifying that a specific clause has been included, under penalty of absolute nullity, in the relevant subcontract, under which the subcontractor assumes the obligations of traceability of the financial flows referred to in the aforementioned Law, it being understood that SOGEL, reserves the right to carry out sample checks on the veracity of what is attested in this regard, requesting the production of the stipulated subcontracts for this purpose and to adopt, at the end of the verification, any more appropriate determination, in accordance with the law and of contract.

7. The Supplier is required to promptly notify and in any case within and no later than 7 (seven) days from the variation/s, any change occurring with respect to the data relating to the identification details of the bank account/s dedicated as well as the personal details (name and surname) and the tax code of the persons delegated to operate on that/those account/s.

8. It is specified that any regulatory measures regarding the traceability of financial flows pursuant to art. 3 of the Law of 13 August 2010, no. 136, which should be issued and enter into force after the signing of this contract, shall be automatically and directly applicable to this acquisition.

9. In accordance with the Determination of the Supervisory Authority on public contracts (now A.N.AC) no. 10 of 22 December 2010, the Supplier, in the event of assignment of the credits, undertakes to communicate the CIG / CUP to the transferee, possibly also in the deed of transfer, so that the same will be reported on the payment instruments used. The transferee is required to use the bank account/s dedicated as well as to advance payments to the Supplier, by bank or postal transfer to the dedicated bank account/s of the same Supplier, reporting the CIG / CUP from the same press release.

5. Competent Court

1. For any dispute concerning this supply or the relationship between SOGEL and the Supplier, the Court of Rome will have exclusive jurisdiction even as an exception to any alternative or competing forums.