

Model A2

Open procedure with the application of the criterion of the most economically advantageous offer identified on the basis of the best value for money, pursuant to art. 71 and 108 paragraph 1 of Legislative Decree no. 36/2023 as amended, concerning the supply of an "Automated mRNA Production System at scale suitable for drug discovery and preclinical development with Critical Reagent Supply and Processing System".

SUPPLEMENTARY DECLARATIONS: FACSIMILE OF SUBSTITUTE DECLARATIONS PURSUANT TO ARTICLES 46 AND 47 OF PRESIDENTIAL DECREE 445/2000 made by the COMPETITOR for the Open Procedure with the application of the criterion of the most economically advantageous offer identified on the basis of the best value for money, pursuant to art. 71 and 108 paragraph 1 of Legislative Decree no. 36/2023 as amended, concerning the supply of an "Automated mRNA Production System at scale suitable for drug discovery and preclinical development with Critical Reagent Supply and Processing System".

(In the case of a temporary grouping and/or consortium and/or aggregation of undertakings: a model for each grouped and/or consortium and/or aggregated economic operator)

The undersigned					
born in				on	
Tax Code			Resident in		
Road					n.
as	(owner, legal representative, attorney, other) ⁽ⁱ⁾				
of the company:					
State	(Italian municipality or foreign state)		Province		
address					
Zip code			Headquarters		
Tax Code			Vat		
PEC			email		Tel
C.C.N.L. applied (Construction Industry, Small Medium Enterprise Construction, Construction Cooperation, Construction Crafts, Other Non-Construction):					
Company size (0 to 5, 6 to 15, 16 to 50, 51 to 100, over):					
Social Security Institutions					

INAIL company code		INAIL Territorial insurance positions	
INPS company registration number		INPS competent office	
INPS pos. contributory		INPS competent office	
REVENUE AGENCY competent office			

STATES

1) that the economic operator is registered with the Chamber of Commerce, Industry, Crafts, Agriculture, as follows:

Province of enrolment:		Legal form:	
Year of membership:		duration:	
Registration number:		share capital:	
activity:		ATECO code:	
Corporate purpose			
About the Articles of Association			
Extraordinary transactions			
Secondary offices and local units			
Holders of office or qualifications			

1.a) that **the legal representatives**, the **directors with the power of representation¹**, **institors and attorneys general** are:

n.	Surname and first name	born in	on	Charge
1				
2				
3				

¹ Directors with power of representation are understood to be all persons officially vested with the power to transfer directly to the legal person represented, the effects of their work, regardless of the extent of the administrative powers attributed (see to this effect Council of State Sec. V 36/08, TAR Campania Sec. I 3176/09), as well as those who, as attorneys ad negotia (see in this sense Council of State Section VI, 18/01/2012 n° 178) or institors (see Communiqué of the President of ANAC of 26/10/2016) have obtained the conferral of powers consisting in the representation of the company and in the performance of decision-making acts.

4				
5				
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7				
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9				
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1.b) that the **Technical Directors** are:

<i>n.</i>	<i>Surname and first name</i>	<i>born in</i>	<i>on</i>
1			
2			
3			

1.c) that the **shareholders² and holders of rights on quotas and shares/owners** (Legislative Decree 159/2011, art. 85) are:

<i>n.</i>	<i>Surname and first name</i>	<i>born in</i>	<i>on</i>	<i>Indication of the individual dimension</i>
1				
2				
3				
4				

STATES

in addition to what is reported in the DGUE Model facsimile, that the conditions referred to in art. 53, paragraph 16, of Legislative Decree 165/2001 as amended, as well as:

2.a):

☐ 2.a1) that, with regard to the persons listed above in points 1.a, 1.b and 1.c, as well as with regard to the persons indicated below and those referred to in point 2.c2 below - of whose legal situation it declares to be aware pursuant to Article 47, paragraph 2, of Presidential Decree no. 445 of 2000, assuming the related responsibilities - the conditions referred to in art. 94, paragraph 1 of Legislative

² Indicate the qualification of limited partner or general partner if it is a limited partnership or a joint stock company.

Decree no. no. 36/2023³ and subsequent amendments and additions and referred to in art. 53, paragraph 16, of Legislative Decree 165/2001 as amended:

³ **The declaration must be produced with reference to the following subjects:**

- The owner and the technical director, if they are sole proprietorships;
- the partners and the technical director, if it is a general partnership;
- the general partners and the technical director, if it is a limited partnership;
- the members of the Board of Directors who have been entrusted with the legal representation, including instigators and attorneys general, of the members of the bodies with management or supervisory powers in relation to whom the President of ANAC specified in the Press Release of 26/10/2016 that *"In order to allow the application of the rule in question, the indications contained therein must be interpreted with reference to the administration and control systems of the corporations governed by the Civil Code following the reform introduced by Legislative Decree no. 6/2003 and precisely:*

1) so-called system. 'traditional' (governed by Articles 2380-bis et seq. of the Italian Civil Code), divided into a 'board of directors' and a 'board of statutory auditors';

2) so-called system. 'dualistic' (governed by Articles 2409-octies et seq. of the Italian Civil Code) articulated on the 'management board' and the 'supervisory board';

3) so-called system. 'one-tier' based on the presence of a 'board of directors' and a 'management control committee' set up within it (art. 2409-sexiesdecies, para. 1, of the Italian Civil Code).

Therefore, the existence of the requirement referred to in Article 94, paragraph 1 of the Code must be verified in the case of: the members of the Board of Directors who have been granted legal representation, in companies with a traditional and one-tier management system (Chairman of the Board of Directors, Sole Director, managing directors even if they hold a proxy limited to certain activities but who confers powers of representation for such activities); members of the board of statutory auditors in companies with a traditional administration system and members of the management control committee in companies with a one-tier administration system; members of the management board and members of the supervisory board, in companies with a two-tier management system';

- subjects with powers of representation, management or control in relation to which, with a press release dated 26/10/2016, the President of ANAC specified that *"such persons who, although not members of the corporate bodies of administration and control, are endowed with powers of representation (such as instigators and attorneys ad negotia), management (as independent or professionals who have been granted significant powers of direction and management of the company) or control (such as the auditor and the Supervisory Body referred to in Article 6 of Legislative Decree no. 231/2001 which is entrusted with the task of supervising the operation and compliance with the organizational and management models suitable for preventing crimes). In the event of entrusting the accounting control to an auditing firm, the verification of the possession of the requirement referred to in art. 94, paragraph 1 must not be conducted on the members of the corporate bodies of the auditing firm, since it is a legal entity distinct from the competing economic operator to which the causes of exclusion must refer'.*
- the technical director or the sole shareholder who is a natural person, or the majority shareholder in the case of a company with a number of shareholders equal to or less than four in the case of another type of company or consortium.

In line with recent case law, the obligation to make the declarations referred to in this form by all the above-mentioned parties can also be legitimately fulfilled by the legal representative. Therefore, the latter, in accordance with this form, may submit a suitable declaration in lieu of affidavit, (made pursuant to Article 47 of Presidential Decree 445/2000 and subsequent amendments and additions and in compliance with the procedures set out in Article 38 paragraph 3. of the same Decree), with which he certifies the possession of the requirements of the person for whom he makes the declaration, indicating the personal data of this person (so as to allow the necessary checks).

or

☐ 2.a2) that, with regard to the subjects listed above in points 1.a, 1.b and 1.c, as well as with regard to the subjects indicated below and those referred to in point 2.c2 below: the legal situation relating to the existence of the conditions referred to in art. 94, paragraph 1 of Legislative Decree no. no. 36/2023 and subsequent amendments and additions and art. 53, paragraph 16, of Legislative Decree 165/2001 as amended, is declared individually as an annex to this declaration according to the *facsimile Form A3 by the persons indicated therein*;

ALSO DECLARES

2.b) with regard to art. 94, paragraph 2 of Legislative Decree no. no. 36/2023 and subsequent amendments:

☐ **2.b1)** that, with regard to the subjects listed above in points 1.a, 1.b and 1.c, as well as with regard to the subjects indicated below and those listed in point 2.c2 below - of whose legal situation it declares to be aware pursuant to Article 47, paragraph 2, of Presidential Decree no. 445 of 2000, assuming the related responsibilities - there is no cause for forfeiture or suspension or prohibition pursuant to art. 67 of Legislative Decree no. 159/2011 and subsequent amendments or an attempt at mafia infiltration pursuant to art. 84, paragraph 4, of the same decree (without prejudice to the provisions of articles 88, paragraph 4-bis, and 92, paragraphs 2 and 3, of Legislative Decree 159/2011, with reference respectively to anti-mafia communications and anti-mafia information); The ground for exclusion referred to in Article 84, paragraph 4, of the same legislative decree does not apply if, by the date of the award, the company has been admitted to judicial control pursuant to Article 34-bis of the same legislative decree. In no case may the award be delayed due to the pendency of the above-mentioned procedure.

or

☐ **2.b2)** that, with regard to the subjects listed above in points 1.a, 1.b and 1.c, as well as with regard to the subjects indicated below and those listed in point 2.c2 below: the legal situation relating to the existence of any cause of forfeiture or suspension or prohibition referred to in art. 67 of Legislative Decree 159/2011 and subsequent amendments or an attempt at mafia infiltration referred to in art. 84, paragraph 4, of the same decree (without prejudice to the provisions of Articles 88, paragraph 4-bis, and 92, paragraphs 2 and 3, of Legislative Decree 159/2011, with reference respectively to anti-mafia communications and anti-mafia information) is declared individually in the annex to this declaration according to the *facsimile Form A3 by the subjects indicated therein*; The ground for exclusion referred to in Article 84, paragraph 4, of the same legislative decree does not apply if, by the date of the award, the company has been admitted to judicial control pursuant to Article 34-bis of the same legislative decree. In no case may the award be delayed due to the pendency of the above-mentioned procedure.

2.c) with regard to the terminated:

☐ **2.c1)** that there are no persons who have ceased to hold office in the year prior to the date of publication of the Call for Proposals

or

☐ **2.c2)** that there are the following persons who ceased to hold office in the year prior to the date of publication of the Call for Proposals
(indicate name, surname, etc.):

3) who:

a) the subjects referred to in Art. 94 paragraphs 3 and 4 of Legislative Decree 36/2023 have not been convicted by a final sentence or criminal decree of conviction that has become irrevocable or for the crimes referred to in art. 94 paragraph 1;

- b) there are no grounds for forfeiture, suspension or prohibition provided for in Article 67 of Legislative Decree No. 159 of 6 September 2011 or for an attempt at mafia infiltration referred to in Article 84, paragraph 4, of the same decree, without prejudice to the provisions of Articles 88, paragraph 4-bis, and 92, paragraphs 2 and 3, of Legislative Decree no. 159 of 6 September 2011, with reference respectively to anti-mafia communications and anti-mafia information (Art. 94 paragraph 2);
- c) is not subject to the disqualification sanction referred to in Article 9, paragraph 2, letter c) of Legislative Decree No. 231 of 8 June 2001 or to another sanction that entails the prohibition to contract with the public administration, including the disqualification measures referred to in Article 14 of Legislative Decree No. 81 of 9 April 2008 (Art. 94 paragraph 5 letter a);
- d) has not violated the rules governing the right to work of disabled people referred to in Law no. 68 of 12 March 1999 (Article 94, paragraph 5, letter b);
- e) has not been subjected to judicial liquidation or is in a state of compulsory liquidation or arrangement with creditors or proceedings are underway against him for access to one of these procedures, without prejudice to the provisions of Article 95 of the Business Crisis and Insolvency Code referred to in the Legislative Decree of 12 January 2019, 14, Article 186-bis, paragraph 5, of Royal Decree No. 267 and by article 124 of this Code (Art. 94 paragraph 5 letter d);
- f) is not registered in the computer record kept by the ANAC Observatory for having submitted false declarations or false documentation in tender procedures and subcontracts (Article 94, paragraph 5, letter e);
- g) is not registered in the computer record kept by the ANAC Observatory for having submitted false declarations or false documentation for the purpose of issuing the qualification certificate (Article 94, paragraph 5, letter f);
- h) has not committed definitively ascertained serious violations of the obligations relating to the payment of taxes or duties (as identified in Annex II.10 of Legislative Decree 367/2023) or social security contributions according to Italian legislation or that of the State of establishment (Art. 94, paragraph 6);
- i) not to have committed serious violations of the rules on health and safety at work and not to have violated environmental, social and labor obligations established by European and national legislation, collective agreements or international provisions (Art. 95 paragraph 1 letter a)

(if yes, please indicate in detail the type of infringement/infringement committed and provide evidence that the measures taken are sufficient to demonstrate its reliability);

- l) not to be aware of any conflict of interest related to its participation in the procurement procedure (Art. 95 paragraph 1 letter b)

(if yes, please provide details of how the conflict of interest was resolved);

- m) that he/she has not provided advice to the administration and has not participated in the preparation of the procedure (Art. 95 paragraph 1 letter c)

(if yes, please provide details of the measures taken to prevent possible distortions of competition);

n) not to have entered into, even verbally, any agreement with other economic operators participating in the same tender such as to make the bids attributable to a single decision-making centre (Art. 95 paragraph 1 letter d);

o) that he has not committed a serious professional misconduct such as to cast doubt on his integrity or reliability falling within the cases indicated by art. 98 of Legislative Decree 36/2023;

p) not to have committed serious violations not definitively ascertained of the obligations relating to the payment of taxes and duties (as identified in Annex II.10 of Legislative Decree 36/2023) or social security contributions (Art. 94 paragraph 6).

q) the conditions referred to in art. 53, paragraph 16, of Legislative Decree 165/2001 as amended, and in particular:

- not to have concluded subordinate or self-employment contracts and, in any case, not to have assigned assignments to former employees, who have exercised authoritative or negotiating powers on behalf of the public administrations towards them in the three years following the termination of the relationship;

- to be aware that, pursuant to the aforementioned Article 53, paragraph 16-ter, contracts concluded and assignments conferred in violation of these provisions are null and void and that it is forbidden for private entities that have concluded or conferred them to contract with public administrations for the following three years, with the obligation to return any remuneration received and ascertained relating to them;

- to undertake, where the contracting authority so requires, in compliance with the provisions of art. 53, paragraph 16 ter of Legislative Decree no. 165/2001, to send the updated organization chart of all employees (in any capacity hired with negotiation functions and/or authoritative powers) relating to the last three years from the date of the award/award measure relating to this procedure;

4) that the requirement of economic and financial capacity, necessary for participation in the tender, is met:

☐ **4.a)** - in full:

☐ - 4.a.1) by this economic operator;

☐ - 4.a.2) the temporary grouping in which this economic operator participates;

☐ - 4.a.3) by the consortium pursuant to Article 65, paragraph 2, l. b) and c) in which this operator participates;

- ☐ - 5.a.4) by the consortium pursuant to Article 65, paragraph 2, l. d) on its own without the contribution of the consortium members;

or

- ☐ - 4.a.5) by the consortium pursuant to Article 65, paragraph 2, l. d) with the contribution of the individual designated consortium members or through the endorsement, by the individual non-designated consortium companies, indicated below:

- ☐ - 4.a.6) by the consortium pursuant to Article 65, paragraph 2, l. f) on its own without the contribution of the consortium members;

or

- ☐ - 4.a.7) by the consortium pursuant to Article 65, paragraph 2, l. f) with the contribution of the economic operators of the consortium indicated below:

- ☐ **4.b)** - to a partial extent, so that the possession of the missing requirements, pursuant to art. 104 of Legislative Decree no. 36 of 2023 as amended, is satisfied, making use of the requirements of another economic operator(s), as per the specific documentation attached in compliance with the provisions of the Tender Regulations.

Therefore, it states:

- 5)** Minimum global turnover referring to the last three years prior to the publication of the call for available financial instruments (years 2021-2022-2023) and therefore, a total of **€ 809,261.00**
- 6)** that the **technical-organizational capacity** requirement, necessary for participation in the tender, is possessed:

6.a) In full measure:

6.a.1) by this economic operator;

6.a.2) the temporary grouping in which this economic operator participates;

6.a.3) by the consortium pursuant to Article 65 paragraph 2, l. b), c) and d) in which this operator participates;

6.a.4) by the consortium pursuant to art. 65 co. 2, l. f) on its own without the contribution of the consortium members;

or

6.a.5) by the consortium pursuant to Article 65, paragraph 2, l. f) with the contribution of the economic operators associated with the consortium indicated below:

6.b) - to a partial extent, so that the possession of the missing requirements, pursuant to art. 104 of Legislative Decree no. 36/2023, is met, making use of the requirements of another economic operator(s), as per the appropriate attached documentation.

7) to have carried out in the last three years (understood as the three-year period prior to the date of the month prior to the publication of the notice), **one or more supplies similar** to the subject of the contract for a minimum total amount equal to the amount indicated in the starting bid equal to € **809,261.00**, plus VAT and, therefore, not less than the amount required by the notice, as shown below:

TYPE SUPPLY/SERVICE	OF	CLIENT	DATE	AMOUNT

8) to be an economic operator referred to in Article 1, paragraph 1 of Annex II.3 to the Code and to be required to draw up the report on the situation of personnel, pursuant to Article 46 of the Code of equal opportunities between men and women referred to in Legislative Decree No. 198 of 11 April 2006, **as well as to have produced** at the time of submission of the application for participation, a copy of the last report drawn up, certifying its compliance with the report sent to the company trade union representatives and to the regional equality councillor pursuant to paragraph 2 of the aforementioned Article 46, or, in the event of non-compliance with the terms

provided for in paragraph 1 of the same Article 46, with certification of its simultaneous transmission to the company trade union representatives and to the regional equality councillor;

- 9)** to be an economic operator referred to in Article 1, paragraph 2 of Annex II.3 to the Code and to employ a number equal to or greater than fifteen employees, within six months of the conclusion of the contract, to deliver to the administration a gender report on the situation of the staff as specified in the aforementioned provision.

DECLARES FINALLY:

- 10)** remunerative the economic offer presented since for its formulation it has taken note and considered:
- a) the contractual conditions and charges, including any related ones relating to safety, insurance, working conditions and social security and assistance in force in the place where supplies and services are to be carried out;
 - b) of all general, particular and local circumstances, none excluded and excepted, which may have influenced or influenced both the provision of services and the determination of its offer;
- 11)** to accept, without condition or reservation, all the rules and provisions contained in the tender documentation;
- 12)** to agree to comply with the obligations of traceability of financial flows pursuant to Law no. 136/2010 and accepts the clauses of the Legality Protocol of the Prefecture of Naples, to which the University adhered on 10.12.2021, following resolution of the Board of Directors no. 34 of 27.10.2021. The clauses of this Protocol, with the clarifications formulated by this Administration, must be signed by the company at the time of 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 for subcontracting or subcontracting, should the Prefecture communicate interdictory information pursuant to art. 84 of Legislative Decree no. 159/2011 and subsequent amendments. A similar resolving effect will derive from the ascertained existence of hypotheses of formal and/or substantial connection or agreements with other companies participating in the insolvency proceedings of interest. If the contract has been stipulated pending the acquisition of anti-mafia information, a penalty equal to 10% of the value of the contract will also be applied to the company, subject to the subsequent disqualification notice, or, if the same is not determined or determinable, a penalty equal to the value of the services currently performed; 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 issue by the Prefect of information pursuant to Article 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 concerned from the aforementioned information from the procedure and from any subcontract, as well as to terminate 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 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/subcontracts the express termination clause in the event that interdictory information emerges, or rejection of the registration in the so-called white list for the sectors of interest, at the expense of the subcontractor/subcontractor.

Clause 4): The undersigned company undertakes to inform the Prefecture without delay, notifying the contracting authority, of any attempt at extortion, intimidation or conditioning of a criminal nature in any form that may occur 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 property or on the construction site, etc.). The obligation to report the same facts to the Judicial Authority remains unaffected, as per clause no. 5 below. The aforementioned fulfilment is essential for the performance of the contract and the related non-fulfilment will give rise to the express termination of the contract itself referred to in art. 1456 of the Italian Civil Code.

Clause 5): The undersigned company undertakes to report to the Judicial Authority or to the Police any unlawful request for money, services or other benefits formulated to it before the tender and/or the assignment or during the execution of the works, also through its agents, representatives or employees and in any case any unlawful interference in the award procedures or in the execution phase of the works. The contracting authority and the Prefecture shall be informed of the complaint, as per clause no. 4 above. The aforementioned fulfilment is essential for the performance of the contract and the related non-fulfilment will give rise to the express termination of the contract itself referred to in art. 1456 of the Italian 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 bodies in the field of security, as well as the repression of crime, aimed at the preventive verification of the execution program of the works in view of 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 these agreements.

Clause 7): The undersigned company undertakes to enforce this Protocol to subcontractors /subcontractors, by inserting contractual clauses of similar content to those contained in this contract.

Clause 8): The undersigned company undertakes to include in the subcontracts/subcontracts a clause that makes the acceptance and, therefore, the effectiveness of the assignment of receivables made against parties other than those indicated in Legislative Decree no. 50 of 18 April 2016, to the prior acquisition, by the contracting authority, in accordance with the procedures set out in art. 2 and 3 of this Protocol, of the anti-mafia information referred to in art. 84 and 91 of Legislative Decree no. 159 of 6 September 2011, against the transferee and to reserve the right to refuse the assignment of the credit made in favour of 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 enter into an assignment of receivables.

Clause 9): The undersigned company undertakes to proceed with the posting of the workforce, as governed by art. 30 of Legislative Decree no. 276 of 10 September 2003, only with the authorisation of the contracting authority for the posted workers to enter the construction site; this authorisation is subject exclusively to the prior acquisition, by the contracting authority itself, of the anti-mafia information referred to in art. 84 and 91 of Legislative Decree no. 159 of 6 September 2011, on the posting company. Similar regulations must be provided for all those subjects, in any capacity involved in the execution of the works, who will make use of the right to secondment of the workforce.

Clause 10): The contractor undertakes to promptly notify the Prefecture and the judicial authorities of attempts at bribery that have been, in any way, manifested against the entrepreneur, the corporate bodies or the company managers. The aforementioned fulfilment is essential for the performance of the contract and the related non-fulfilment 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 an indictment has been imposed for the offence provided for by art. 317 of the Criminal Code.

Clause 11): The undersigned company declares that it knows and accepts the contracting authority undertakes to make use of the express termination clause, referred to in art. 1456 of the Italian Civil Code, whenever a precautionary measure has been ordered against the entrepreneur or the members of the corporate structure, or the managers of the company, or an indictment has been made for any of the crimes referred to in art. 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-quarter 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 is aware of and accepts the express termination clause which provides for the immediate and automatic termination of the contract or the revocation of the authorisation for subcontracting or subcontracting as well as the application of the administrative fines referred to in Law 136/2010 and subsequent amendments if a financial movement (incoming or outgoing) is carried out without making use of the intermediaries and dedicated accounts referred to in art. 3 of the aforementioned law. The undersigned company declares that it is aware of and accepts the obligation to make collections and payments relating to the contracts referred to in this Protocol, through dedicated accounts opened with an authorized intermediary by bank or postal transfer, or with other payment instruments suitable for allowing full traceability of the transactions, the non-use of which constitutes cause for termination of the contract; In the event of violation of this obligation, without justified reason, a penalty will be applied to the extent of 10% of the value of each individual financial transaction to which the violation refers, automatically deducting the amount from the sums due in relation to the first useful disbursement.

Clause 13): The undersigned company declares that it is aware of and accepts 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 non-compliance with the provisions on placement, health and safety at work, also with regard to the appointment of the person responsible for safety and protection of workers in contractual and trade union matters. To this end, the following are considered, in any case, a serious non-compliance: the violation of rules that led to the seizure of the workplace, validated by the Judicial Authority; non-compliance with the requirements imposed by the inspection bodies; the employment of personnel of the individual company not resulting from the records or other mandatory documentation to an extent equal to more than 15% of the total number of workers employed on the site or in the factory.

Clause 14): The undersigned company undertakes to promptly notify the contracting authority of any change in the data reported in its own chamber of commerce certificates and those of their subcontractors/subcontractors and, in particular, any change that occurs after the production of the certificate itself relating to the subjects referred to in art. 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 penalties provided for by art. 14 of the Protocol.

Clause 15): The undersigned company undertakes to fully comply with all the provisions of the Legality Protocol signed between the Prefecture and the contracting authority and to be fully aware of and

accept the sanctioning system provided for therein.

13) to be aware that the contract is governed by the current Integrated Plan of Activities and Organization of the University (PIAO), by the National and University Codes of Conduct available on the www.unina.it website and undertakes, in the event of award, to observe and ensure that its employees and collaborators observe, as far as applicable, the aforementioned codes of conduct, under penalty of termination of the contract;

14) only for economic operators with headquarters, residence or domicile in the countries included in the so-called "black lists":

to be in possession of a valid authorisation issued pursuant to the Ministerial Decree of 14 December 2010 of the Ministry of Economy and Finance pursuant to (art. 37 of Legislative Decree 78/2010, converted into Law 122/2010) or to declare that they have submitted an application for authorisation pursuant to art. 1 paragraph 3 of the Ministerial Decree of 14.12.2010 and attaches a certified copy of the authorization application sent to the Ministry;

15) only for non-resident economic operators without a permanent establishment in Italy: undertakes to comply, in the event of award, with the rules set out in Articles 17, paragraph 2, and 53, paragraph 3 of Presidential Decree 633/1972 and to notify the contracting authority of the appointment of its tax representative, in the forms required by law;

16) if a participant in the tender exercises the right of "access to the documents",

☐ to authorize the University to issue a copy of all the documentation submitted for participation in the tender;

or

☐ not to authorize the University to issue a copy of the technical offer and any explanations that may be requested during the verification of anomalous offers, as they are covered by technical/commercial secrecy (attach in this regard the reasons formulated in compliance with the requirements of the Tender Regulations).

17) to be informed, pursuant to and for the purposes of Article 13 of Legislative Decree No. 196 of 30 June 2003 and Regulation (EC) No. 2016/679/EU of 27 April 2016, that the personal data collected will be processed, including by electronic means, exclusively within the scope of this tender, as well as of the existence of the rights referred to in Article 7 of the same Legislative Decree, as well as Regulation (EC); Only for economic operators admitted to the arrangement with creditors with business continuity referred to in art. 186 bis of Royal Decree no. 267 of 16 March 1942: indicates,

in addition to what is indicated in Part III, section C, letter d) of the DGUE, the following details of the decision of admission to the composition and of the measure of authorization to participate in tenders with an indication of the tender procedures and the Court that issued said measure, as well as declares that it does not participate in the tender as agent of a temporary group of companies and that the other companies belonging to the group are not subject to an insolvency procedure pursuant to art. 186 *bis*, paragraph 6 of Royal Decree no. 267 of 16 March 1942:

18) to have viewed the places and to have carried out a careful general reconnaissance of the areas in which the supply must be carried out, as well as to be aware of the access roads and the logistics of the contract as a whole, having become aware of the conditions of the premises, the access roads and the authorized landfills that may be necessary.

Date _____

SIGNATURE ⁽ⁱⁱ⁾

They claim to be in formats of the following:

Information pursuant to art. 13 of Regulation (EU) 679/2016 laying down rules on the processing of personal data.

The data collected with this form are processed for the purposes of the procedure for which they are issued and will be used exclusively for this purpose and in any case within the institutional activities of the University of Naples Federico II. The Data Controller is the University, in the persons of the Rector and the Director General, in relation to their specific skills. Exclusively for problems relating to processing that does not comply with your personal data, you can contact the Data Controller by sending an email to the following address: ateneo@pec.unina.it; or to the Data Protection Officer: rpd@unina.it; PEC: rpd@pec.unina.it. For any other request relating to the procedure in question, it is possible to send a certified email to contabilita.dip.farmacia@pec.unina.it. The data subjects are entitled to the rights referred to in art. 15-22 of the EU Regulation. Complete information on the processing of personal data collected is provided on the University website: <http://www.unina.it/ateneo/statuto-e-normativa/privacy>.

⁽ⁱ⁾ For craft enterprises, the owner's remuneration is understood to be included in the minimum percentage necessary. For sole proprietorships and partnerships, the value of the remuneration of the owner and partners is equal to five times the value of the conventional remuneration determined for the purposes of the INAIL contribution.

⁽ⁱⁱ⁾ These declarations must be signed in compliance with the procedures set out in Article 38, paragraph 3, of Presidential Decree 445/2000, by uploading a photocopy of the signatory's identity document to the system. It should be noted that the lack of signature and/or photocopy of the signatory's document is not a cause for automatic exclusion and the competitor will be invited to remedy this irregularity within the deadline indicated by the Administration in the relevant request. If this irregularity is not remedied within the deadline indicated therein, the competitor will be excluded from the continuation of the tender.