

SPECIAL CONDITIONS OF CONTRACT

SUBJECT: Direct purchase of an Insurance service for International students pursuant to Article 50(1)(b) of Legislative Decree No. 36/2023 through the Ubuy platform (MeUnipd/Portale Appalti).

n. TD PG016313

CUP: C96F24000310007

Contents

ADMINISTRATIVE SECTION	2
Article 1 - Recitals	2
Article 2 - Purpose	2
Article 3 - Contract amount	2
Article 5 - Tender documents	2
Article 6 - Validity and Duration of the Offer	4
Article 7 - Conclusion of the Contract - Signing	5
Article 9 - Invoicing and Payments	5
Article 10 - Traceability of Financial Flows	5
Article 11 - Social Clauses	7
Article 12 - Contractual Relations	7
Article 13 - Regular Performance	7
Article 14 - Suspension of services	7
Article 15 - Personal Data Protection	7
Article 16 - Confidentiality Obligations	8
Article 17 - Liability for Accidents and Damage	8
Article 18 - Obligations arising from the employment relationship	8
Article 19 - Operational Safety Rules	9
Article 20 - Termination due to Non-Performance and Withdrawal	10
Article 22 - Subcontracting and sub-tendering	11
Article 23 - Prohibition of Assignment of the receivable or the Contract	12
Article 24 - Modification of contracts during the course of performance	12
Article 25 - Price revision clause	12
Article 26 - Penalties	12
Article 27 - Judicial liquidation of the contractor or death of the owner	13
Article 28 - Contractual Expenses	14
Article 29 - Disputes	14
Article 31 - Early performance of the contract	14
Article 32 - Access to Documents - Confidential Aspects	14
Article 33 - Final Rules and References	14

ADMINISTRATIVE SECTION

Article 1 - Recitals

1. The Department of Mathematics "Tullio Levi-Civita" of the University of Padua (hereinafter referred to as the "Entity"), intends to purchase directly the Insurance service for International students who are attending ALGANT Master in some of the EU Member States (hereinafter referred to as the "Service").
2. Participation in the procedure entails the implicit, full, unreserved and unconditional acceptance of all the provisions of these Special Conditions of Contract, and the general conditions of contract contained in the the Ubuy platform (MeUnipd/Portale Appalti), the University Regulations for the Administration, Finance and Accounting of the University of Padua and the provisions of the Italian Civil Code.
3. The principles laid down in Articles 1 to 12 of Legislative Decree No. 36/2023 shall be observed in performance of the procedure.

Article 2 - Purpose

1. These Specifications govern the agreement between the Department of Mathematics "Tullio Levi-Civita" of the University of Padua (hereinafter the "Entity") and the company, or any other entity referred to in Article 65(1) and (2) of Legislative Decree No. 36/2023 that has been awarded the Insurance service for International students who are attending ALGANT Master in some of the EU Member States (hereinafter the "Contractor").

The object of the contract is the service for the activation of International Student Insurance policies, as follows:

- AON EMJMD+ for 27 (twenty-seven) non-EU students starting from September 1, 2025 until August 31, 2026,
- AON EMJMD+ Germany for 16 (sixteen) non-EU students starting from September 1, 2025 until August 31, 2026

as described in depth in the Technical Section of the contract.

Article 3 - Contract amount

1. The total amount of the service in question is the amount offered by the contractor and is EUR 19,425.60 (Nineteen thousand four hundred twenty-five and sixty cents), without workers' safety charges, without labour costs and without VAT in accordance with the law.
2. The contractual consideration shall in all cases be based on the actual work that has been regularly performed and ascertained by the Entity. The contractual consideration shall be determined at the Contractor's risk on the basis of the latter's own calculations, investigations, and estimates, and is therefore fixed and invariable regardless of any unforeseen events or situations, with the Contractor assuming all related risks and/or contingencies.
3. The service must be carried out in a workmanlike manner and in any case in accordance with the technical characteristics and terms indicated in the Technical Part and its annexes, to which reference is made in full.

Article 4 - Contract duration

1. The duration of the service is 12 months from the time of signing as envisaged by law and in any case not later than December 31, 2026.

Article 5 - Tender documents

The notice that the economic operator has been invited to a direct purchase procedure is sent via e-mail and the entire related documentation can be attached to the notice or be posted in the Supplier's Personal Area. In

any case, the economic operator shall only use the Procurement Portal of the online platform for all communications related to the direct purchase procedure.

The economic operator must attach:

- E-ESPD form in .xml format as per the template prepared by the Contracting Authority and completed according to the instructions contained in the following address: <https://unipd.ubuy.cineca.it/mdgue/the>;
 - Declaration on the Traceability of Financial Flows.
 - the Financial Offer based on the template provided in the System which, under penalty of exclusion from this procedure, must be signed electronically by the Legal Representative of the company (or by a person with power of signature as proven by the Chamber of Commerce certificate or by submitting a power of attorney in the special section of the System called "Eventuale Procura" ("Power of attorney - if any")).
- The financial offer consists of the following items: amount subject to discount, safety charges not subject to discount, and labour costs established by the Entity not subject to discount pursuant to Article 41(14) of Legislative Decree No. 36/2023. The operator must also indicate, under penalty of exclusion, pursuant to Article 108(9) of Legislative Decree No. 36/2023 in the dedicated fields the company's security costs and its own labour costs, other than those indicated by the Contracting Authority, except for supplies without installation or intellectual services.
- Extract from the 'judicial record' or, failing that, an equivalent document issued by a competent judicial or administrative authority showing that any person having powers of representation of the Contractor is not the subject of proceedings regarding any offense concerning his professional conduct.
 - Certificate issued by the competent authority showing the Contractor has fulfilled obligations relating to the payment of social security contributions and taxes.
 - Certificate or declaration on oath indicating the Contractor enrolment in one of the professional or trade registers as prescribed in Contractor's State.

Fulfilment of the general, technical-organisational and economic-financial requirements for the awarding of public contracts is verified, pursuant to Article 99 of Legislative Decree No. 36/2023, through the **Virtual File of the Economic Operator (FVOE 2.0)**, as established by Resolution 262/2023: the documents are to be provided and uploaded onto the system by the Economic Operators.

By accessing his file, the Economic Operator can create a repository to store useful documents when participating in procedures for the award of public contracts.

Users can only access their file by using LoA3-level digital identity devices (second-level SPID (Public Digital Identity System), CIE (electronic identity card) or eIDAS (electronic identification and trust services)). Registration instructions and the terms and technical rules for acquiring, updating and consulting data are available at: Virtual File of the Economic Operator - FVOE - www.anticorruzione.it

International Operators

For non-resident economic operators without a permanent establishment in Italy, the data necessary to verify requirements shall be collected in accordance with Article 40(1) of Presidential Decree No. 445 of 28 December 2000, and the related checks shall be carried out in the manner provided for in Article 71(2) of the same Decree.

- a) Economic operators established abroad are eligible to participate, pursuant to Article 65(1) of Legislative Decree No. 36/2023.
- b) Without prejudice to what is set forth below, economic operators established in the other EU Member States, as well as those established in countries that are signatories to the Agreement on Government Procurement set forth in Annex 4 of the Agreement establishing the World Trade Organization, or in countries that, under other rules of international law, or under bilateral agreements signed with the European Union or Italy allow participation in public tenders on reciprocal terms, may participate under the same conditions required of Italian companies.
- c) Said economic operators may apply to participate in the individual tender by submitting documentation in accordance with the regulations in force in their respective countries, proving that they meet all the requirements prescribed for the qualification and participation of Italian economic operators.

- d) For the purpose of examining the grounds for exclusion referred to in Articles 94 and 95 of Legislative Decree No. 36/2023 for candidates or bidders not established in Italy, the Contracting Authority shall, where appropriate, request the submission of the necessary documentary evidence, and may also request the cooperation of the competent authorities. International bidders must submit certificates, declarations and equivalent documents according to the legislation in force in the countries where they are established, or in accordance with Article 3 of Presidential Decree No. 445/2000.

If no document or certificate is issued by another EU Member State, a sworn statement, or, in Member States where there is no such statement, a statement made by the person concerned before a competent judicial or administrative authority, a notary public, or a professional body qualified to receive it in the country of origin or provenance, shall constitute sufficient proof. In the event that the administration requires professional competence under Article 100(1)(a) of Legislative Decree No. 36/2023, the citizen of another EU Member State not resident in Italy may be required to prove his or her registration under Article 100(1)(a) of Legislative Decree No. 36/2023 in the manner in force in the State of residence, in one of the professional or commercial registers referred to in Annex II.11 to Legislative Decree No. 36/2023 as recalled by Article 100(3), by affidavit or in the manner in force in the Member State in which he or she is established. Economic operators from Member States not listed in the above annexes shall attest under their own responsibility that the certificate submitted was issued by one of the professional or commercial registers established in the country in which they are resident. In procedures for the award of public service/supply contracts, if candidates or offerors must hold a particular authorisation or belong to a particular organisation in order to be able to provide the service in question in their country of origin, the Contracting Authority and/or the Contracting Entity may ask them to prove that they hold such an authorisation or belong to the organisation in question.

Under penalty of exclusion, only offers equal to or lower than the amount referred to in Article 3 are admissible. The mandatory deadlines for submission of the Offer are indicated in the direct purchase procedure documents uploaded on the Meunipd/Procurement Portal platform.

The following are not admissible:

- 1.1. bids in excess of the amount referred to in Article 2;
- 1.2. multiple offers or offers that differ from what is set out in the Direct Purchase Documentation;
- 1.3. bids subject to conditions or that are not clearly conveyed or that refer to another bid by that same bidder or other bidders;
- 1.4. alternative bids;
- 1.5. offers that contain exceptions and/or reservations of any kind or which do not comply with the conditions set out in the Direct Purchase Documents;
- 1.6. offers of goods/services that do not comply with the minimum characteristics or the characteristics of which are of a lesser quality than those set out in these Special Conditions and annexes hereto;
- 1.7. offers that replace, amend and/or supplement the conditions set out in the Direct Purchase Documents;
- 1.8. incomplete and/or partial bids.

Without prejudice in any case to the provisions of Article 70(4) of Legislative Decree No. 36/2023, the Contracting Entity reserves the right not to award the contract as a whole:

- if the offer is found to be unsuitable or inappropriate in relation to the subject matter of the contract, and the operator shall not be entitled to claim any right, title or claim in this respect;
- if the offer is submitted after the mandatory deadlines for submitting the offer indicated in the invitation or direct purchase documents.

Article 6 - Validity and Duration of the Offer

The offer shall be binding for the period indicated in the call for applications or invitation and, if not indicated, for one hundred and eighty days after the deadline for its submission. The Contracting Authority and the granting entity, with a valid reason, may ask the offerors to extend the offer validity period.

Article 7 - Conclusion of the Contract - Signing

1. The contract shall be considered valid and finalised with the uploading to the System of the “Contract Document” (or the contract documents in case two lots are awarded to different economic operators) electronically signed by the Ordering Party.
2. The following documents form an integral part of the contract
 - the Direct Purchase and attached Procurement Documents, including this document;
 - the Contractor’s financial offer and related documents, insofar as they do not conflict with the aforementioned Procurement Documents;
 - the Entity’s Award Procedure(s);The terms and conditions of contract performance are as set out in these Special Conditions and in the offer submitted.

Article 8 - Final Guarantee

N/A

Article 9 - Invoicing and Payments

1. Payment shall be made within 30 (thirty) days from the date the invoice is received, if no objections are raised regarding the supplies and related invoices. The invoice shall be issued monthly after the issuance of the certificate of regular performance pursuant to Article 50(7) of Legislative Decree 36/2023 by the Single Project Manager/Officer in Charge of Contract Performance (DEC), with an order of payment to the Contractor, based on the work that has been duly executed and checked by the Entity, after verifying fulfilment of the Contractor’s contribution, social security and insurance obligations;
2. Invoices, in accordance with Ministerial Decree No. 55 of 3 April 2013, must be sent in electronic format to the email address: contabilita.math@unipd.it and through the Exchange System (“Sistema di Interscambio - Sdi”) managed by the MEF, drafted according to the tax regulations in force, addressed to the University of Padua - Department of Mathematics “Tullio Levi-Civita” – Via Trieste, 63 35121, Padua - Tax Code 80006480281 - VAT Code 00742430283 with unique office code 6HN0FS.
3. The Contractor shall not be entitled to claim interest for any delay in payment due, if it depends on the fulfilment of regulatory obligations that are necessary for it to be enforceable.
4. Any application of penalties will also be taken into account at the time the invoices are settled.
5. Pursuant to Article 11(6) of Legislative Decree No. 36/2023, a withholding of 0.50% (zero/50%) will be made on the net progressive amount of services. Such withholdings shall only be released as part of the final payment, after the conformity checks have been approved by the Entity. Invoices shall be issued following the positive verification by the Single Project Manager/Officer in Charge of Contract Performance (DEC), with an order of payment in favour of the Contractor, based on the work that has been duly executed and ascertained by the Entity, after verification that the contribution, social security and insurance obligations have been fulfilled.
6. The Contractor will be solely responsible for promptly notifying the Entity of any changes in the payment details; in the absence of such notification, the Contractor shall not be entitled to raise any objection in respect of any delays relating to payment or payments that have already been made.

Article 10 - Traceability of Financial Flows

1. The Contractor assumes the obligations of traceability of financial flows pursuant to Legge (Law) No. 136 of 13 August 2010, as amended and supplemented, both in its relations with the Entity and in its relations with direct and indirect subcontractors belonging to the chain of businesses involved in this contract, under penalty of absolute nullity.
2. The Contractor, direct and indirect subcontractors who become aware that their counterparty is not fulfilling the financial traceability obligations shall immediately notify the Entity and the Prefecture - Territorial Office of the Government of the Province of Padua.
3. The aforesaid Law No. 136/2010 as amended and supplemented shall also apply to financial transactions relating to any assigned receivables. Pursuant to Determination No. 10 of the Authority for the Supervision of Public Contracts of 22 December 2010, when assigning receivables, the Contractor undertakes

to disclose the C.I.G. [tender identification code] to the assignee, possibly also in the deed of assignment, so that it can also be included on the payment instruments used. The assignee shall use dedicated current account(s) and shall make advance payments to the Contractor via bank or postal transfer to the Contractor's dedicated current account(s) bearing the Tender Identification Code (CIG) communicated by the Contractor.

4. For contract-related payments, whether these relate to receivables from the Entity or payables to the Operators involved, the Contractor shall use one or more current bank or postal accounts opened at banks or at Poste Italiane S.p.A., that are "dedicated" to public contracts, even if on a non-exclusive basis. This fulfilment shall also be incumbent upon the direct and indirect subcontractors of the chain of businesses involved in the contract, in any capacity.

5. The Contractor is required to provide the details of the bank or postal account(s) dedicated to the public contract in question, even if on a non-exclusive basis, as well as the names and tax identification numbers of the persons "delegated" to transact through these accounts. This declaration, made pursuant to D.P.R. (Presidential Decree) No. 445/2000, as amended and supplemented, shall be issued by the Contractor's Legal Representative within 7 (seven) days, starting from the opening of the aforesaid account or, in the case of existing current accounts, from the first time they are used in financial transactions relating to the public contract. The same party is obliged to notify any changes to the data transmitted, within 7 (seven) days of their occurrence.

6. For the purposes of Article 3 paragraph 7 of L. (Law) No. 136/2010, as amended and supplemented, the Contractor shall also notify the Entity of the above-mentioned details concerning any direct or indirect subcontractors.

7. Without prejudice to any other causes for termination provided for in the contract, it is hereby agreed that failure to use bank or postal transfers, or other instruments that allow for the full traceability of transactions, constitutes a cause for termination of the contract.

For the purposes of the traceability of financial flows, the payment instruments shall bear, in relation to each transaction carried out by the Entity and the other parties referred to in paragraph 1 above, the Tender Identification Code.

8. Through a legal representative or a person with the appropriate power of attorney, the Contractor shall transmit the contracts signed with the subcontractors containing clauses regarding the obligations of traceability of financial flows pursuant to Legge (Law) No. 136/2010 as amended and supplemented, or the contract will be declared invalid.

9. With reference to sub-contracts entered into for the performance, including non-exclusive, of the contract, the Contractor undertakes to transmit to the Entity a declaration made pursuant to D.P.R. (Presidential Decree) No. 445/2000, certifying that the relevant sub-contract includes, under penalty of absolute nullity, a specific clause whereby the sub-contractor assumes the obligations of traceability of financial flows pursuant to Legge (Law) No. 136/2010, as amended and supplemented. In any case, it is understood that the Entity reserves the right to randomly check the truthfulness of the declarations made in this regard, requesting to this end the submission of the sub-contracts that have been concluded, and to take any appropriate actions, following the outcome of the verification, pursuant to the law and the contract.

Article 11 - Social Clauses

N/A

Article 12 - Contractual Relations

1. Unless otherwise provided, the Entity shall, as a general rule, make and receive all declarations and, in general, all communications concerning the technical activities of the contract through the Single Project Manager, and, optionally, with assistance of one or more operating managers identified by the Contracting Authority, depending on the complexity of the contract as set forth in Article 31, Annex II.14 of the Legislative Decree 36/2023.
2. Technical instructions for carrying out the activities will be given by the Single Project Manager. Said person shall be responsible for checking that the contract is technically executed in accordance with the times, methods and schedules contained therein and in the reference documents, and, in agreement with the competent offices of the Entity, shall also ensure that all administrative and accounting documents pertaining to the activities are correct and compliant with the Entity's rules and customs.
3. The Contractor shall ensure that, within its own organisation, there is a single contact to which the Entity may address requests, information, reports of inefficiencies or anomalies and any other communication relating to the contractual relationship.
4. To this end, within 5 consecutive calendar days of concluding the contract, the Contractor undertakes to designate, at its own expense and charge, a person responsible for the execution of the contract, who shall be available at all times, and whose name shall be provided to the Entity, in writing, when the contract is signed.
5. The Service Manager will ensure, on behalf of the Contractor, that each phase of the contract complies with the contractual documents, and will be the direct correspondent of the Single Project Manager.
6. Any appointment of a new Service Manager by the Contractor to replace the previous one must be notified in writing to the Entity at least fifteen consecutive calendar days prior to the date the replacement is to take place.

Article 13 - Regular Performance

1. Upon completion of the performance, the Project Manager/Contract Performance Manager shall issue the certificate of regular performance no later than three months from the date of completion of the services covered by the contract.
2. The certificate of regular performance contains the information specified in Article 38(2) of Annex II.14 to Legislative Decree 36/2023 and certifies, pursuant to Article 116 of Legislative Decree 36/2023, compliance with the technical, economic and qualitative characteristics of the services, as well as with the objectives and deadlines, in accordance with the contractual provisions and agreements.
3. The procedures for issuing this certificate are those envisaged in Article 116 of Legislative Decree 36/2023 and the aforementioned Annex II.14.

Article 14 - Suspension of services

1. The Contractor may not unilaterally suspend the provision of the services, even in the event of a dispute with the Entity.
2. Any suspension of services due to a unilateral decision of the Contractor shall constitute a breach of contract and shall result in the termination of the contract at the fault of the Contractor and the forfeiture of the security deposit in favour of the Entity. In this case, however, the Entity reserves the right to initiate proceedings against the Contractor for all charges arising and resulting from the termination of the contract, including any additional contractual expenses incurred by the Entity caused by the new contractual relationship.

Article 15 - Personal Data Protection

1. The Contracting Authority (Data Controller) provides bidders with the information referred to in Articles 13 and 14 of the EU Regulation through the Privacy section of the institutional website at www.unipd.it/privacy].

2. By submitting the bid and signing the contract, the Contracting Authority and the tenderers undertake to treat personal data in accordance with the principles of correctness, lawfulness and transparency in full compliance with EU Regulation 2016/679 (General Data Protection Regulation) and D.Lgs. (Legislative Decree) No. 196 of 30 June 2003, as amended and supplemented (Italian Personal Data Protection Code).

Article 16 - Confidentiality Obligations

1. The Contractor is required to keep the data and information in its possession confidential, not to divulge them in any way whatsoever and not to use them for any purpose that is not strictly necessary for the performance of the contract. This obligation does not concern data that are or become public knowledge as well as ideas, methodologies and technical experiences that the Contractor develops or implements in the performance of these contractual services.
2. The Contractor undertakes to ensure that when processing data, information and knowledge of the Entity that it may come into possession of, the necessary and appropriate security measures are taken and processing methods are used that do not in any way compromise confidentiality or otherwise cause damage.
3. Confidential information, data and knowledge shall not be copied or reproduced in whole or in part by the Contractor except for operational needs strictly related to the performance of the activities covered by the tender subject matter.
4. In any case, it should be noted that all confidentiality obligations must be respected even in the event of termination of the contractual relationship and in any case for five years after the termination of the contractual relationship.
5. The Contractor shall be responsible for the exact compliance of its employees and consultants with the aforementioned confidentiality obligations.
6. In the event of non-compliance with the obligations of confidentiality, the Entity shall be entitled to terminate the contract by rights, it being understood that the Contractor shall be obliged to pay compensation for any damage caused to the Entity.

Article 17 - Liability for Accidents and Damage

1. The Contractor shall be liable under civil and criminal law for damage of any kind that may be caused to persons, property and assets as a result of providing the contractual services.
2. The Contractor shall be responsible for all measures aimed at preventing the occurrence of damage to property, the environment, objects or accidents to persons in the performance of the contract.
3. If accidents to persons or damage to property occur during the performance of the contract, the R.U.P. shall draw up a report indicating the event and the ostensible causes and shall take appropriate measures to reduce the harmful consequences for the Entity.
4. The burden for the restoration of works or compensation for damage to places, property or third parties caused by failure, delay or inadequate implementation of the necessary measures shall be borne entirely by the Contractor, regardless of the existence of adequate insurance cover.

Article 18 - Obligations arising from the employment relationship

1. The Contractor undertakes to comply with all obligations to its employees arising from applicable laws and regulations on protection, safety, health, insurance, assistance, contributions and salary, assuming all related costs. In particular, in the performance of its obligations under the contract, the Contractor agrees to comply with the provisions of Legislative Decree No. 81 of 9 April 2008, as amended and supplemented.
2. In accordance with Article 11 of Legislative Decree No. 36/2023, the Contractor must apply the economic and regulatory treatment established by the national and local collective bargaining agreement for the sector and area in which the services are performed, or the Contractor must provide the equivalent protections as reflected in the collective agreement indicated in the offer.

3. The Contractor is also required, without prejudice in any case to the possibility of applying better treatment to the employee, to continue to apply the above collective bargaining agreements, even after they have expired and until they are replaced.
4. The obligations under the national collective bargaining agreements, as referred to in the preceding paragraphs, shall bind the Contractor throughout the period of validity of the contract, even if the Contractor does not join or withdraws from the trade associations that agreed such obligations.
5. The costs and responsibilities of the Contractor under Article 119(7) of Legislative Decree No. 36/2023 in the case of subcontracting shall remain unaffected.
6. Whenever the Entity may so request, the Contractor must demonstrate its compliance with all provisions relating to social security, arising from laws and collective bargaining agreements, which provide for the payment of contributions by employers on behalf of their employees. For this purpose, pursuant to Article 16-bis of Decree Law No. 185 of 29 November 2008, converted with amendments by Law No. 2/2009, the Contractor must provide the Contracting Entity with the Certificate of Labour Compliance (*Documento Unico di Regolarità Contributiva - D.U.R.C.*) certifying the Contractor's contribution and social security position with respect to its employees.
7. Pursuant to Article 11(6) of Legislative Decree No. 36/2023, in case of failure to pay social security contributions resulting from the Certificate of Labour Compliance for personnel employed by the contractor or subcontractor or holders of subcontracts and piecework, employed in the performance of the contract, the Contracting Authority shall withhold from the payment certificate the amount corresponding to the unpaid contributions, and pay those contributions directly to the relevant social security and insurance institutions. In any case, 0.50% shall be withheld from the net progressive price payable for the services; such withholding may be released only at the time of final settlement, after the approval by the Contracting Authority of the certificate of regular performance, subject to the issuance of the Certificate of Labour Compliance. In case of delay in the payment of salaries owed to the personnel referred to in the first sentence, the single project manager shall invite in writing the defaulting party, and in any case the contractor, to do so within the next 15 (fifteen) days. If the merits of the claim have not been formally and reasonably disputed within the period referred to in the third sentence, the Contracting Authority shall pay the workers' outstanding wages directly even during the course of the work, deducting such payments from the sums owed to the contractor or from the sums owed to the defaulting subcontractor where direct payment to the subcontractor is envisaged.
8. In the event of a "negative" Certificate of Labour Compliance twice in a row, the contract will be terminated, after giving notice of termination and reason therefor and granting the contractor a period of not less than 15 (fifteen) days to argue its case. Where the subcontractor obtains a negative Certificate of Labour Compliance twice in a row, the Entity shall give notice of its objections to the subcontractor and give it not less than 15 (fifteen) days to argue its case, after which the Entity shall revoke the authorisation under Article 119 of Legislative Decree No. 36/2023, and will concurrently report the case to the Observatory, which shall enter it in its "computer record".

Article 19 - Operational Safety Rules

1. All the activities described in these specifications shall be carried out by the Contractor in full compliance with the applicable occupational health, safety and hygiene regulations and, in particular, the provisions of Legislative Decree No. 81 of 9 April 2008 as amended and supplemented.
2. Calculation of the safety costs for the reduction/elimination of interference risks paid to the Contractor for the performance of the service under this contract shall take into account the costs that the Contractor will have to bear to provide targeted safety information and training to workers; these costs, estimated and indicated by the Entity, cannot be subject to discount. In particular, all costs for the installation of safety signs (including but not limited to PPE, scaffolding, and any other necessary safety structures and/or devices) must be borne by the contractor and included in the estimated costs.

3. To guarantee effective collaboration with the emergency management services for the University buildings, contractors need to be aware of escape routes, emergency exits, safety facilities, and the evacuation procedures shown in the plans posted at the premises.

4. For safety purposes, the economic operator must prove compliance with safety legislation. This includes, in particular, preparing the Risk Assessment Document, providing workers with Personal Protection Equipment, appointing the Prevention and Protection Service and Officer, and providing safety training/information to staff.

Article 20 - Termination due to Non-Performance and Withdrawal

1. Without prejudice to the provisions of Article 121 of Legislative Decree 36/2023, Contracting Authorities may terminate a contract at any time if one or more of the following conditions occur:

(a) material modification of the contract such as to require a new procurement procedure pursuant to Article 120 of Legislative Decree 36/2023;

(b) with respect to the amendments referred to in Article 120(1)(b) and (c) of Legislative Decree 36/2023, exceeding of the thresholds referred to in Article 120(2) and, with reference to the amendments referred to in Article 120(3) of Legislative Decree 36/2023, exceeding of the thresholds referred to in Article 120(3)(a) and (b);

(c) the successful offeror was, at the time of the contract award, in one of the situations referred to in Article 94(1) of Legislative Decree 36/2023, and should therefore have been excluded from the tender procedure;

(d) the contract should not have been awarded due to a serious breach of obligations under the Treaties, as recognised by the Court of Justice of the European Union in proceedings under Article 258 of the Treaty on the Functioning of the European Union.

2. Contracting Authorities shall terminate a procurement contract if:

(a) the contractor's qualification attestation is invalid as it was based on false documents or false statements;

(b) a final measure has been issued against the contractor, applying one or more of the preventive measures referred to in the Code of Anti-Mafia Laws and Prevention Measures, Legislative Decree No. 159 of 6 September 2011, or the contractor has been convicted of the crimes set forth in Chapter II of Title IV of Part V of the Code.

3. The contract may also be terminated if the contractor commits a serious breach of contractual obligations, such as to jeopardise the successful performance of the contract. If the works supervisor or performance supervisor, if appointed, ascertains a serious non-performance within the meaning of the first sentence, he or she shall initiate the procedure under Article 10 of Annex II.14, by hearing the arguments of the contractor. At the end of the procedure, the Contracting Authority, upon the proposal of the Single Project Manager, shall declare the contract terminated by means of a written notice to the contractor.

Such cases include:

a) repeated and serious non-observance of the terms and conditions of performance of the services required, followed by at least three written objections, with respect to the provisions of these specifications and the tender submitted at the time of the award;

b) cessation or any unilateral suspension/interruption of activities for a period, even if not consecutive, of three days, even if caused by the existence of disputes with the Contracting Authority;

c) assignment – whether in whole or in part, directly or indirectly – of the contract, or unauthorised assignment of receivables arising therefrom, or the granting, in any manner or form, of powers of attorney for collection;

d) failure to fully top up the final bond, if any, within 10 (ten) consecutive calendar days from receipt of a request to do so by the Contracting Authority;

e) failure to comply with anti-mafia and other relevant regulations;

f) any other cause that would result in the Contractor being found to have foregone the general requirements for participation in public contracts, as defined in Articles 94 and 95 of Legislative Decree No. 36/2023;

g) failure to comply with the applicable labour, occupational accident, hygiene and social security regulations and all the obligations laid down in the aforementioned Legislative Decree No. 81/08 and/or failure to comply with the obligations provided for by the sectoral national and regional collective bargaining agreements, even after their expiry up to their replacement;

h) failure to notify any change in the Contractor's corporate structure and registered office within the deadline indicated in the contract;

i) failure to comply with confidentiality obligations.

l) in case the total amount of penalties exceeds 10% (ten percent) of the value of the total amount. In such a case, the Entity shall be entitled to enforce the final security deposit and to carry out the works, charging the Contractor. This is without prejudice to the right to compensation for any greater damage.

Termination of the contract shall not exempt the Contractor from paying compensation for any damage suffered by the Contracting Authority as a result of the circumstances that led to the termination and/or which are consequent on and connected to the termination. In the event of termination of the contract, the Contractor undertakes to provide the Entity with all undelivered documentary evidence of the services/supply performed.

2. The Contracting Authority has the right to unilaterally terminate the Contract at any time in the manner provided for in Article 123 of D.Lgs. (Legislative Decree) 36/2023. Any declaration of termination or withdrawal for just cause must be sent by certified e-mail. In such cases, the termination or withdrawal shall take effect from the date of receipt of the relevant declaration. From the effective date of termination or withdrawal, the Contractor shall cease providing all contractual services, ensuring that such termination does not cause any damage whatsoever to the Contracting Authority.

3. Pursuant to Article 124 of D.Lgs. (Legislative Decree) No. 36/2023, the Entity shall progressively call upon the tenderers that participated in the procedure, in the order that they appeared in the relevant ranking list, in order to enter into a new contract for the completion of the service covered by the call for tenders. The award will be made according to the same terms and conditions already proposed by the original contractor in its bid.

Article 21 - Withdrawal pursuant to Article 1(13) Decree-Law No. 95/2012 converted with amendments by Law No. 135/2012

1. The Entity also reserves the right to withdraw from the contract at any time, with a notice period of at least 15 (fifteen) days, to be communicated to the Contractor by registered letter with advice of receipt, or by Certified Electronic Mail (P.E.C.) in the event that, taking into account also the amount due for services not yet performed, the parameters of the Agreements entered into by Consip S.p.A. pursuant to Article 26, paragraph 1, of Legge (Law) no. 488 of 23 December 1999, subsequent to the conclusion of the contract, are improved and the Contractor does not agree to a change in the economic conditions such as to comply with the limit set forth in Article 26, paragraph 3 of Legge (Law) no. 488 of 23 December 1999. In that case, the Entity will be liable for payment:

- only for the services performed and deemed to be in order at the time the notice of termination is given, as attested by the Certificate of Verification of Conformity;
- of a compensation of 10% of the amount of the activities that did not take place.

Article 22 - Subcontracting and sub-tendering

If the Contractor has made use of the right to subcontract in its offer, or where it has made use of sub-agreements not constituting subcontracting, the Contractor shall comply with the provisions set out in Article 119 of Legislative Decree No. 36/2023 and subsequent amendments and/or supplements thereto.

Article 23 - Prohibition of Assignment of the receivable or the Contract

Regarding transfer of the contract and transfer of receivables, see Article 119 and Article 120 of Legislative Decree No. 36/2023, respectively.

Article 24 - Modification of contracts during the course of performance

1. Pursuant to Article 120(9) of Legislative Decree No. 36/2023, if during the course of performance, it becomes necessary to increase or decrease performance up to one-fifth of the contract amount, the Contracting Authority may require the contractor to perform under the conditions originally envisaged. In such a case, the contractor shall not be entitled to terminate the contract (as provided for by Call for Applications No. 1 of the National Anti-Corruption Authority - ANAC and the related report, the value of the “quinto d’obbligo” (modifications up to 1/5 of the total amount) must be quoted and is part of the estimated value of the contract).
2. However, the Contractor may not introduce variations to the supply or service covered by the contract, except following prior written agreement with the Entity. The Contractor will be fully liable for any violation of this provision. Modifications that have not been authorised beforehand shall not entitle the contractor to any payment or reimbursement whatsoever, and, where deemed appropriate by the Single Project Manager,

Article 25 - Price revision clause

1. Pursuant to Article 60 of Legislative Decree 36/2023, the Contracting Authority shall provide for application of the price revision clause, triggered upon the occurrence of special conditions of an objective nature that result in a change in the cost of the service, up or down, exceeding 5% of the total amount and operate to the extent of 80% of the change itself, in relation to the service to be performed.
2. A price revision may be granted only after a reasoned request by the contractor.
 - 2.1 It should be noted that the insertion of this clause does not automatically determine the Contractor's right to update the contractual consideration but only obligates the Contracting Authority, upon the Contractor's express request, to initiate a procedure to assess whether the conditions for applying the price revision mechanism are met.
 - 2.2 The ISTAT indices (the indices of consumer prices, production prices for industry and services, and indices of hourly contractual wages) may serve as benchmarks for calculating the amount of the aforementioned revision; if the ISTAT indices have not been published, the FOI indices may be taken as a parameter, or any other guidance tools deemed suitable by the Contracting Authority.
 - 2.3 Price revisions are not allowed for contracts involving immediate performance (contracts without duration).

Article 26 - Penalties

1. In the event of any irregularity in the performance of the service or any breach of the provisions of this document, penalties shall be applied as specified in the list below, without prejudice, however, to compensation for further damage, and the contract could be terminated pursuant to Article 1454 of the Italian Civil Code. Penalties may also be applied cumulatively, and the list provided here is a non-exhaustive example, without prejudice to cases of termination.
2. Should the Contractor fail to fulfil its contractual obligations due to causes other than force majeure or events attributable to the Entity, or should it fall behind schedule, the Entity reserves the right, without prejudice to the right to claim compensation for any greater damages, to terminate and rescind the contract and/or impose penalties, which may be cumulative, in the following amounts:
 - for delayed or failure to start the service, for each day of delay, as specified in the technical part, one thousandth (1*one thousand) of the net contractual amount;
 - for failure to apply the Entity's instructions for remedying non-compliance, a penalty of one thousandth (1*one thousand) of the net contract amount shall be charged for each day until the contractor fully applies said instructions;

- for deviations in the performance of the requested service from the specifications set out in the technical section, a penalty of one thousandth (1*one thousand) of the net contract amount shall be charged per day until full compliance;
- for any other breach EUR 200 (two hundred/00);
- for breach of occupational safety regulations, including with reference to the materials, means, tools and equipment used to render the service, EUR 200 (two hundred/00) per day of breach and per employee. In any case, employees who are not in good standing will not be allowed to perform the services. In the event of a check during which issues arise, the Entity reserves the right to order such employees not to continue to provide services, or caution them to refrain from doing so;
- for violations of personal data processing rules, Euro 100 (one hundred/00) per day until appropriate data security measures are implemented restoring compliance with personal data protection rules;

3. Penalties may be applied in the following ways:

- a. set-off of the penalty amount: the Entity shall be entitled to set off the amounts arising from the application of the penalties referred to in these Contractual Conditions against amounts due to the Contractor for any reason whatsoever, and thus also against the accrued fees;
- b. enforcement of the final bond for an amount equal to that of the penalties: the Entity shall be entitled to enforce the bond produced by the Contractor when concluding the contract.

4. The aforementioned penalties shall be imposed following written notification by the Entity, to be sent by certified e-mail.

The penalties shall be deemed accepted seven days after receipt of the objection, if the Contractor fails to provide sufficient and adequate reasons. The amounts charged shall be recovered by direct deduction from the consideration for the period in which the measure is applied, subject to the above.

5. The application of the penalty shall not exempt the Contractor from fulfilling the obligation in question.

6. The application of penalties is without prejudice to the compensation for any damages or further expenses incurred by the Entity.

7. However, the total amount of any penalties imposed may not exceed 10% of the overall amount of the contract. The contract shall be terminated automatically in the event that 10% of the contract amount is exceeded.

Article 27 - Judicial liquidation of the contractor or death of the owner

1. The judicial liquidation of the Contractor shall entail the dissolution of the contract or the legal obligation arising from the award, by force of law.

2. If the Contractor is a "sole proprietor", in the event of his/her death, disqualification or incapacitation, the Entity is entitled to continue the contract with the original Contractor's heirs or "successors in title", or to withdraw from the contract.

3. If the Contractor is a Grouping of Companies, in case of judicial liquidation of the "agent" Company or, if it is a sole proprietorship, in case of death, disqualification or incapacitation of its Owner, the Entity may either continue the contract with another Company of the group or another enterprise, meeting the eligibility requirements, which entered the group due to one of the aforementioned causes, and which is designated as "agent", or withdraw from the contract. In the event of judicial liquidation of a "principal" Company or, if it is a sole proprietorship, in the event of death, disqualification or incapacitation of its Owner, the Principal Company, if it does not indicate another replacement Company that meets the eligibility requirements, is obliged to perform the service directly or through the other Principal Companies.

4. Pursuant to Article 124 of Legislative Decree No. 36/2023, as amended and supplemented, in the event of judicial liquidation of the Contractor, the Entity reserves the right to progressively call upon the entities that participated in the tender, and included in the ranking list, in order to enter into a new contract for the completion of the services covered by the contract. The award will be made under the same terms and conditions already proposed by the original Contractor in its offer. The Contracting Authorities may stipulate in the tender

documents that the new direct purchase will take place on the terms proposed by the economic operator consulted.

Article 28 - Contractual Expenses

1. The Contractor shall be responsible for all expenses inherent in and consequent to this contract, including those required by current regulations on stamp duty.

Article 29 - Disputes

1. Any disputes may not be settled via arbitration.
2. Any dispute that may arise during the performance of the service will never entitle the contractor to make unilateral decisions such as suspending, reducing and/or modifying the service.
3. For all disputes arising between the Entity and the contractor, mentioned in writing, if a resolution is not reached administratively, legal action will be taken.
4. In any case, the Court of Padua shall have exclusive jurisdiction.

Article 30 - Code of Conduct and Prevention of Corruption

1. The Contractor undertakes to comply with the provisions of Presidential Decree No. 62 of 16 April 2013, "Regulation containing the code of conduct for public employees, pursuant to Article 54 of Legislative Decree No. 165 of 30 March 2001" (in OJ General Series No. 129 of 04-06-2013), under penalty of termination of the contract in the event of breach of the obligations arising from the code.
2. In particular, reference is made to the following acts of the University of Padua:
 - The University's Code of Conduct issued by Rector's Decree rep. 3269 of 07/11/2014;
 - The Three-year Corruption Prevention Plan in force at the time of award;

Article 31 - Early performance of the contract

1. In accordance with Article 17(8) of Legislative Decree 36/2023 as amended, subject to the provisions of Article 50(6) of that decree, the performance of the contract may be started, even before signing, for well-justified reasons. The performance is always activated before signing if the reasons of urgency described in paragraph 9 of the decree apply.

Article 32 - Access to Documents - Confidential Aspects

1. The right of access to tender documents is guaranteed within the limits of the provisions of the Public Procurement Code as well as the relevant regulations referred to therein.
2. Access costs related to rights, material and personnel dedicated by the Entity shall be borne by the bidder who requests such access.

Article 33 - Final Rules and References

For anything not expressly provided for in the deeds prepared by the Entity, reference is made to the currently applicable EU and national provisions on public procurement for the supply of goods and services (Legislative Decree 36/2023 as amended, supplemented and referenced).

TECHNICAL SECTION

Article 1 Purpose

The object of the contract is the service for the activation of International Student Insurance policies, as follows:

- AON EMJMD+ for 27 (twenty-seven) non-EU students starting from September 1, 2025 until August 31, 2026,
- AON EMJMD+ Germany for 16 (sixteen) non-EU students starting from September 1, 2025 until August 31, 2026.

Article 2 Characteristics of the services and minimum performance requirements

Minimum performance requirements shall be as follows:

Description	EMJMD+ and EMJMD+Germany
Area of coverage	Worldwide (including the countries outside Europe)
Coverage in the home country	8 weeks home visit + full coverage in case of study in the home country
Coverage must start as the student begins her/his travel	Yes, if the start date is listed on the certificate
Coverage be valid until 2 months after the end of the program	Yes, as long as stated as end date on the certificate
Non-permanent Non-chronic mental disorders	Covered
Pregnancies in a stage < 6 months when leaving the home country	Covered
Medical cost related to inpatient and outpatient treatment	Covered at actual costs
Medical cost related to the consults of (family) doctors	Covered at actual costs
Cost related to medical needed medication	Covered at actual costs
Medical needed repatriation to a medical facility	Covered at actual costs
Dental costs needed after an accident	Covered at actual costs
Dental costs not related to an accident	Max. EUR 350 per year
Lump sum payment in case of accidental death	EUR 10.000
Lump sum payment in case total or partly disablement	EUR 75.000
Transportation of mortal remains	Max. EUR 500.000 (includes coffin max. EUR 2.000)
Cost of organization of local funeral	Covered at actual costs
Private liability	EUR 1.250.000
Theft/loss of passport, identification documents/card and travel ticket	Covered at actual costs
Social repatriation (round trip - flight - to the home country) in the event that a relative by blood or by affinity in the first and second degree should be in peril of death or have died (not included in EACEA requirements)	Max. EUR 7.000 per event
Legal Assistance (<i>not included in EACEA requirements</i>)	Inside Europe EUR 50.000 / Outside Europe EUR 15.000
Household content (<i>not included in EACEA requirements</i>)	EUR 6.000
Bagage during international trips	EUR 2.000

International Student Insurance policies shall be activated for 43 students:

- 1) 16 students who will be studying in Germany:
 - 6 non-EU students completing their studies (2° academic year);
 - 10 non-EU students who will continue their studies in other European universities the following year (1° academic year);
- 2) 27 students who will be studying in France, Italy, Netherlands and Canada:
 - 13 non-EU students completing their studies (2° academic year);
 - 14 non-EU students who will continue their studies the following year (1° academic year).

Student	Nationality	Destination	ALGANT Master Academic Year
1	USA	UNIVERSITY OF BORDEAUX	2° year
2	Mexico	UNIVERSITY OF BORDEAUX	2° year
3	China	UNIVERSITY OF MILAN	2° year
4	China	UNIVERSITY OF BORDEAUX	2° year
5	Colombia	UNIVERSITY OF PADUA	2° year
6	Turkey	UNIVERSITY OF BORDEAUX	2° year
7	foglio	UNIVERSITY OF DUISBURG-ESSEN	2° year
8	China	UNIVERSITY OF REGENSBURG	2° year
9	China	UNIVERSITY OF REGENSBURG	2° year
10	China	UNIVERSITY OF BORDEAUX	2° year
11	USA	UNIVERSITY OF MILAN	2° year
12	India	UNIVERSITY OF BORDEAUX	2° year
13	India	UNIVERSITY OF MILAN	2° year
14	India	UNIVERSITY OF REGENSBURG	2° year
15	China	UNIVERSITY OF BORDEAUX	2° year
16	China	UNIVERSITY OF REGENSBURG	2° year
17	China	UNIVERSITY OF BORDEAUX	2° year
18	China	UNIVERSITY OF BORDEAUX	2° year
19	China	UNIVERSITY OF DUISBURG-ESSEN	2° year
20	India	UNIVERSITY OF REGENSBURG	1° year
21	India	UNIVERSITY OF PADUA	1° year
22	China	UNIVERSITY OF REGENSBURG	1° year
23	Chile	UNIVERSITY OF LEIDEN	1° year
24	China	UNIVERSITY OF PADUA	1° year
25	Chile	CONCORDIA UNIVERSITY	1° year
26	China	UNIVERSITY OF REGENSBURG	1° year
27	China	UNIVERSITY OF REGENSBURG	1° year
28	China	UNIVERSITY OF PADUA	1° year
29	China	UNIVERSITY OF REGENSBURG	1° year

30	China	UNIVERSITY OF REGENSBURG	1° year
31	China	UNIVERSITY OF LEIDEN	1° year
32	India	UNIVERSITY OF REGENSBURG	1° year
33	China	UNIVERSITY OF REGENSBURG	1° year
34	India	UNIVERSITY OF LEIDEN	1° year
35	India	UNIVERSITY OF LEIDEN	1° year
36	Iran	UNIVERSITY OF PADUA	1° year
37	China	UNIVERSITY OF MILAN	1° year
38	China	UNIVERSITY OF LEIDEN	1° year
39	China	UNIVERSITY OF LEIDEN	1° year
40	China	UNIVERSITY OF DUISBURG-ESSEN	1° year
41	China	UNIVERSITY OF MILAN	1° year
42	China	UNIVERSITY OF DUISBURG-ESSEN	1° year
43	China	UNIVERSITY OF PADUA	1° year