



PROJECT

EUROPEAN OPEN CALL FOR TENDER FOR DRAFTING A FRAMEWORK AGREEMENT REGARDING THE AWARDING OF SERVICES FOR A PROMOTIONAL MARKETING CAMPAIGN IN RUSSIA, IN THE ORGANISED TOURISM SECTOR (FIT/GROUPS), FOR THE PROMOTION, MARKETING AND PLACEMENT ON THE MARKET OF THE GLOBAL DESTINATION TOURISM BRAND “EMILIA-ROMAGNA” – CIG 7563592990

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1. TECHNICAL-ILLUSTRATIVE REPORT ON THE CONTEXT OF THE SERVICE

1.1 CONTRACTING AUTHORITY

APT Servizi - a limited liability company established, pursuant to and by effect of the provisions of applicable regional law in Emilia-Romagna, as *in-house provider* for the Region of Emilia-Romagna, which holds a share of not less than 50%, in implementation of the provisions of Art. 10 of Regional Law 4/2016 - assumes the role of contracting authority in fulfilment of the procedure open pursuant to Legislative Decree 50/2016 for the acquisition, by means of drafting a Framework Agreement, of services for a promotional marketing campaign in Russia, for the organised tourism market sector (FIT and groups), capable of promoting, marketing and placing on the market the global destination brand "Emilia-Romagna", using tourism businesses - tour operators/organisers - that develop and sell packages in Russia with destination Emilia-Romagna.

1.2 SUBJECT AND DURATION

Pursuant to Art. 23, paragraph 15 of Legislative Decree 50/2016, this document outlines the tender whose objective is the drafting a Framework Agreement for awarding a promotional marketing campaign in Russia, for the organised tourism market sector (FIT and groups), for the promotion, marketing and placement on the benchmark market of the global brand tourist destination "Emilia-Romagna".

The aim of the above is to promote the brand of the territory of Emilia-Romagna as a whole, as well as its numerous tourism products, by organising a variety of promotional, communication and promo-marketing activities.

More specifically, the services imply provision of the performances specified in Arts. 1 to 3 of the special descriptive and performance-related specifications below.

The award begins on the date the contract is signed and is effective until 31.12.2018, with the faculty for the contractor to activate the renewal option for another year.

1.3 CONTEXT

The main corporate purpose of Apt Servizi is the implementation and technical-business management of the programmes and projects developed in the tourism sector by the Region of Emilia-Romagna and Unioncamere Emilia-Romagna, using



regional programming tools and carrying out the functions attributed to it by Regional Law 4/2016. In particular, the company manages activities relating to marketing and promotion overseas and special project and communication activities that are generally connected to the promotion of tourism projects and initiatives, both in Italy and overseas, for the Region of Emilia-Romagna.

Pursuant to Art. 10 of Regional Law 4/2016, Apt Servizi:

- 1) manages and implements regional projects and plans on matters relating to tourism on the domestic market and in particular, specialises in the realisation of projects on international markets;
- 2) carries out the integrated promotion and development of resources relating to tourism, the environment, history, culture, local crafts and agricultural products;
- 3) adopts technical-scientific tools for regional decision-making on tourism-related matters;
- 4) validates tourism projects to be realised on international markets;
- 5) provides services relating to the planning and realisation of programmes and initiatives relating to tourism, the environment, culture, local crafts and typical agricultural products;
- 6) manages concerted marketing actions with different sectors;
- 7) coordinates and provides services to support the internationalisation of tourism companies.

Apt Servizi also coordinates a cross-section of themed products that concern several tourism destinations, in order to outline general policies for these products and establish coordinated actions, in particular on overseas markets. The cross-section of themed products coordinated by Apt Servizi are:

- Apennines and Nature Parks
- Spas and Wellness
- Art cities
- Congresses, Conferences, Events
- Motor Valley, Food Valley, Wellness Valley

The Apt Servizi MARKETING AND PROMOTION PLAN for 2018, approved by the Region of Emilia-Romagna pursuant to council deliberation 193 of 12 February 2018, reiterating the “2018-2020 three-year guidelines for promotional marketing” of the Region of Emilia-Romagna, approved pursuant to council deliberation 1149 of 2 August 2017, indicates Russia as a strategic target market for the growth and consolidation of the regional incoming tourism industry and defines as executive intervention areas for this market, communication and promotion on the one hand and promotional marketing support on the other.

After the setbacks of 2014 and 2015, caused by the country's economic decline and devaluation of the rouble against the euro and dollar, outbound tourism flows from Russia have picked up again and are gradually returning to pre-crisis levels, with forecast growth for 2020 estimated at 30 million overseas trips by the population of Russian “holidaymakers”.

Tourism statistics for 2017 (January-December) reveal a 22% increase in arrivals (171,000) and a 23% increase in tourist numbers (757,000) from Russia for Emilia-Romagna. If added to those achieved in 2016, these numbers demonstrate that in a short space of time, there has been a partial recovering of the position previously held on the market by the global destination tourism brand Emilia-Romagna. The region was a pioneer for this market from as early as the 1990s and over time, has earned itself the role of gateway to Italy for Russian tourism.

For the regional tourism industry, along with Germany, Russia is the most important medium-haul overseas catchment area in terms of:

- potential for growth;
- spending power (the Russian Federation is among the top 10 biggest spenders in the world on outbound tourism);
- a strong affinity and level of interest (Italy is the best-loved and most coveted destination for Russian tourists).

For some tourist destinations in the Region of Emilia-Romagna, Russians are the number one overseas market, larger in terms of volume and growth than the traditional German market.



It should be noted that the recent diplomatic crisis (March/April 2018) and a new devaluation of the rouble, have not discouraged Russians from travelling to Europe. Trends in advance sales of tourism packages by Russian tour operators (January-April) indicate a growing popularity for European countries compared to the same period in 2017 and the sale of flight tickets to Europe has increased by 10.3%. The most popular destinations for summer 2018 are Burgas (Bulgaria) +21%, Barcelona (Spain) +20%, Tivat (Montenegro) +5%, Istanbul (Turkey) +80% and Thessaloniki (Greece) +24%. The top ten most popular destinations include Italy, with a 59% increase (source: ATOR).

As the figures above show, the increase in outbound holidays from Russia has reawoken competition between tourist destinations in the Mediterranean basin to re-establishing leading positions in the ranking of best-selling destinations, with a strong return of Turkey ("discouragements" for security reasons having been removed), Spain and Greece. In order to maintain our position and regain our share and new segments of potential consumers, it is therefore essential to attack the market with targeted and effective marketing plans, to be implemented along with the main "players" in the commercial chain, combining communication activities and promotion of the product and even sales.

This is the context for the project relating to the acquisition of promotion services for the realisation of a promotional marketing campaign in Russia, for the organised tourism market sector (FIT and groups), targeting the promotion, marketing and placement on the benchmark market of the global brand destination "Emilia-Romagna".

1.4 Objectives of the service

Thanks to the project, Apt Servizi aims to:

- increase inbound tourism flows to Emilia-Romagna from Russia in order to support the growth and stability of the regional tourism industry;
- foster the continuing loyalty of inbound tourism flows from Russia;
- favour the deseasonalisation of inbound tourism flows, increase the occupancy coefficient of regional accommodation facilities and thus

support territorial economic growth;

- boost the reputation and importance of the global tourism destination brand “Emilia-Romagna” in Russia;
- develop synergies with well-established and renowned tourism brands in Russia - one of the main overseas catchment basins for tourism in Emilia-Romagna;
- consolidate the effectiveness of the promotional and advertising message, connecting it to the commercial activity implemented by tour operators that organise and sell travel and holidays for tourists in Russia with destination Emilia-Romagna;
- increase the market share of organised tourism (groups and FIT).

The effectiveness of the promotional marketing campaign shall be measured in terms of tourist arrivals and numbers generated by the sale on the target market of tourist services and packages for Emilia-Romagna, with the aim of guaranteeing measurable economic return.

1.5 Beneficiaries of the service

The tender is open to tour operators/organisers that develop, put together and sell travel and tourism packages for Emilia-Romagna in Russia, in possession of the requisites indicated and defined in Art. 5 of the tender specifications.

1.6 Professional know-how and experiences required

The know-how and experiences required of economic operators are:

- at least 5 years' tour operator/organiser experience in the direct or indirect sales of tourism services in Russia, with knowledge of the applicable legal framework;
- in-depth knowledge of marketing, including business analysis and comparison with competitors, with knowledge of sales techniques and specialisation in the sector of consumer goods of travel and holidays;
- knowledge of Russian consumers, even via access to tools such as statistics and market research designed at intercepting and interpreting trends and fashions, with particular reference to the travel and holidays sector;

- know-how and long-standing experience in the sector of destination marketing and product development and innovation with the ability to elaborate strategic and operational marketing plans;
- long-standing experience in the use of even hi-tech b2b and b2c channels.

1.7 Main features of the service

The project has an annual duration, with the option to renew for another year, with the aim of ensuring that the continuity of activities in the medium-term makes it possible to confirm the position on the market and guarantees achievement of the objectives. The renewal option is motivated by the intrinsic characteristics of the global travel and holiday market which is influenced by both predictable variables (such as economic crises and recessions) and unpredictable and unexpected variables (such as the issue of security).

The contract for management of the service that is the subject of the tender shall be awarded by means of an open procedure, awarded on the basis of the criteria of the best-value-for-money, as provided for by Art. 95 of Legislative Decree 50/2016.

The element relating to cost shall assume the form of a fixed price on which economic operators shall complete only on the basis of quality criteria.

The maximum point score that can be awarded to each project is 100 points.

As the aim of the tender is to maximize the economic return on the territory, the technical characteristics of the tender prevail.

There are three criteria that form the basis for awarding points to the technical bid and they concern:

- ✓ the impact of the strategy and marketing project on the development, growth and stability of the tourism industry in Emilia-Romagna;
- ✓ the efficacy and efficiency of the promotional marketing campaign;
- ✓ the quality of the creativity of the promotional marketing campaign.

The maximum point score for each criterion and the methods for awarding the same are specified in greater detail in Art. 14 of the tender specifications.

2. SECURITY COSTS

In reference to the type of service to be tendered, it is specified that security costs, in the specific case, are equal to zero, given that:

- the tender is for a service of a primarily intellectual nature;
- situations of interference do not apply as the services shall be provided away from the offices of the contracting authority and exclusively by the personnel of the successful bidders, not employed by the contracting authority.

3. FINANCIAL FRAMEWORK

Taking into account the subject and duration of the Framework Agreement aimed at acquiring the service, an annual cost for the Apt Servizi budget of € 160,000.00 plus VAT is envisaged.

Also envisaged is the faculty for the contractor to renew the Framework Agreement and relevant derived tender contracts for another year, for a total amount of € 160,000.00 plus VAT, an expense provided for in the Apt Servizi three-year plan for purchasing goods and services.

4. DESCRIPTIVE AND PERFORMANCE-RELATED SPECIFICATIONS

CALL FOR TENDER REGARDING THE AWARDING OF SERVICES FOR A PROMOTIONAL MARKETING CAMPAIGN IN RUSSIA – IN THE ORGANISED TOURISM SECTOR – FOR THE PROMOTION, MARKETING AND PLACEMENT ON THE MARKET OF THE GLOBAL DESTINATION TOURISM BRAND “EMILIA-ROMAGNA” European open call for tender pursuant to Legislative Decree 50/2016 – CIG 7563592990

Nature of the tender

The contract the successful economic operators draft shall have the legal status of a Framework Agreement.

Services shall be allocated to successful economic operators based on the regulations determined by these specifications.

All operators that sign Framework Agreements shall be accredited by Apt Servizi to sign subsequent tender contracts.

In the allocation of the tender contracts, Apt Servizi shall primarily follow the order of the final ranking, based on the allocation percentages indicated in Art. 5 of these specifications.

Art 1 Subject of the service

The subject of these specifications is the acquisition of promotion, promotional marketing and communication services to support and consolidate the image of the global destination tourism brand “Emilia-Romagna” in Russia, in the organised tourism market sector (groups and FIT), as well as to favour and increase inbound tourism flows from Russia to Emilia-Romagna.

The aim of the above is to develop the territory and promote the offer of Emilia-Romagna as a whole, with its various tourism products (Coast, Mountains, Nature, Art Cities, Culture, Spa, Wellness, Food Valley, Motor Valley, Wellness Valley, etc.) using the following tools:

- promotions and advertising on the sales tools (printed or digital) used by the tour operators that organise and sell holidays and travel to Emilia-Romagna in Russia;
- b2c advertising campaigns on and offline on mass communication media (press, TV, radio, web, large posters, etc.);
- b2c and b2b campaigns on social networks (Facebook, Instagram, YouTube, etc.);
- b2c and/or b2b direct marketing campaigns;
- b2c and/or b2b promotional marketing events presenting the destination “Emilia-Romagna”;
- b2b workshops and/or seminars with retail travel agents;
- b2b webinar for retail travel agents;
- fam trip in Emilia-Romagna for retail travel agents;
- media relations campaigns with a press trip to Emilia-Romagna

Art 2 Characteristics of the service and implementation methods

The promotion, promotional marketing and communication of the global destination tourism brand “Emilia-Romagna” requested in this tender aim to increase and develop tourism flows from the target market - Russia - towards Emilia-



Romagna, with the aim of increasing regional appeal and competitiveness and thus tangibly increasing turnover and ROI; that is, with real and measurable results for the social and economic fabric of the entire regional territory.

In line with the three-year guidelines of the Region of Emilia-Romagna and the tourism promotion and marketing plan of Apt Servizi, the target market is Russia.

The technical bid should guarantee an effective promotional marketing campaign, which can be measured by means of a corresponding number of tourist arrivals and numbers, to be generated through the sale in Russia of travel and holidays to Emilia-Romagna.

Promotional marketing and communication, as well as the sale of the product, must necessarily be carried out exclusively in Russia - the project target market (with the sole exception of the fam and press trips that shall take place in the Region of Emilia-Romagna).

Competing bidders should present a specific project proposal consisting in:

- a strategic marketing place for the destination Emilia-Romagna;
- a promo-marketing campaign plan for the destination Emilia-Romagna;
- a creative promo-marketing campaign for the destination Emilia-Romagna.

Art 3 Description of the service

The promotional marketing campaign must be exclusively for the destination Emilia-Romagna (including the region's territories and tourism destinations) and should provide for at least one of the instruments indicated in Art. 1 of these specifications.

The creativity of the campaign should integrate the tourism logo of the Region of Emilia-Romagna, which shall be provided by Apt Servizi to economic operators presenting successful bids. As there will be co-participation in the communication, advertising, promotion and promotional marketing plan, economic operators participating in the tender can include actions and interventions already implemented during 2018 in the campaign plan, even those with visual graphics that do not carry the tourism logo of the Region of Emilia-Romagna, providing the

publicity message mentions and highlights the name “Emilia-Romagna” and/or one or more of the region's territories and/or tourism destinations.

Art 4 Service duration and timescale for implementation

The Framework Agreement contract and individual contracts deriving from it shall become effective on signing of the same until 31.12.2018, with the option to renew for another year, under the same terms and conditions, for the same bid and at the same price.

During the entire execution of the tender, successful economic operators shall allow the administration to carry out checks and controls on the correct provision of the service and on compliance with the terms and conditions established in the contract.

Art 5 Tender amount – Framework Agreement

The contract starting price is € 320,000.00, plus VAT if due. The maximum cost resulting from the drafting of the Framework Agreement is € 320,000.00 plus VAT, if due. The value of the first year is € 160,000.00 plus VAT, if due and the value of the optional second year is € 160,000.00 plus VAT, if due. The total value of the procedure is € 320,000.00 plus VAT, if due.

Framework Agreement contracts shall be drafted with successful economic operators occupying the first six places in the ranking and shall grant them the right to access the next stage of allocation of tender contracts deriving from it.

Allocation of the services to successful economic operators shall follow the order of the final ranking established by the tender procedure and shall be limited to the first six places, based on the following allocation percentages:

- the first ranked shall draft a tender contract worth € 95,000.00 plus VAT if due, with an option to renew for another year under the same terms and conditions, on the same bid, at the same price;
- the second ranked shall draft a tender contract worth € 20,000.00 plus VAT if due, with an option to renew for another year under the same terms and conditions, on the same bid, at the same price;

- the third ranked shall draft a tender contract worth € 15,000.00 plus VAT if due, with an option to renew for another year under the same terms and conditions, on the same bid, at the same price;
- the fourth ranked shall draft a tender contract worth € 12,000.00 plus VAT if due, with an option to renew for another year under the same terms and conditions, on the same bid, at the same price;
- the fifth ranked shall draft a tender contract worth € 10,000.00 plus VAT if due, with an option to renew for another year under the same terms and conditions, on the same bid, at the same price;
- the sixth ranked shall draft a tender contract worth € 8,000.00 plus VAT if due, with an option to renew for another year under the same terms and conditions, on the same bid, at the same price.

The Framework Agreement contract shall last till 31.12.2018, renewable for another year.

Art 6 Responsibilities and obligations

The successful bidder is directly and exclusively liable for any damage for reasons attributable to it in any way, caused by either its own personnel to persons or things, belonging to either the administration or third parties, dependent of any omissions or negligence in providing the service. The successful bidder undertakes in any case, to comply with existing law on matters relating to safety and the prevention of workplace injuries applicable in execution of the contract services, all existing legal provisions, regulations concerning social security payments and any other law that may be issued on the matter.

The successful bidder undertakes to fulfil all its obligations towards its employees, pursuant to the legal provisions and regulations applicable on labour and social security payments, assuming the relevant obligations.

The successful bidder also undertakes to implement for its employees, working to provide the services in these specifications, legal and salary-related terms and conditions not lower than those resulting from the collective labour contracts applicable to the category and location where the service is provided.

Apt Servizi is absolutely extraneous to the employer-employee relationship between the company and its employees working on the service and can never be involved in any controversy that may arise, given that no employment relationship is deemed to exist between the employees of the company and the contractor Apt Servizi.

Art. 7 - Subcontracting

Pursuant to Art. 105 of Legislative Decree 50/2016 subcontracting is permitted.

Art. 8 Guarantees for tender participation - Provisional and definitive guarantees

The value of the individual annual contracts deriving from the tender is less than € 40,000.00, plus VAT if due, with the sole exception of the contract awarded to the company first in the ranking. For this reason, competing economic operators do not need to add a provisional guarantee to their bid.

Only the company awarded the deriving tender contract for the first placed in the ranking should draft - prior to signing the contract - a policy to guarantee exact fulfilment of the contract obligations assumed, as well as compensation for any damages caused due to breach of the obligations themselves, equal to 10% of the clearing amount. The guarantee amount and its possible renewal, are reduced by 50% for economic operators that - pursuant to European laws relating to the UNI CEI EN 45000 and UNI CEI EN ISO/IEC 1700 series - have been issued quality system certification conformant to European UNI CEI ISO 90000 laws by accredited bodies. To benefit from this certification, economic operators must signal possession of the requisite during the bid, documenting it pursuant to applicable law. If the company does not comply with the provisions of Art. 103, paragraph 1 of Legislative Decree 50/2016, the contracting authority shall declare the commitment forfeited and award the tender to the competing bidder next in the ranking.

The guarantee policy shall only be redeemed once the relationship has concluded and after due fulfilment of contractual, salary and social security obligations have been verified.

Art 9 Security provisions

In order to guarantee safety in the workplace, the companies awarded the tenders must strictly adhere to legal provisions applicable in their country on matters relating to the safety of workers.

Art 10 Start of service provision - Verifications - Non-fulfilments

The promotion, promotional marketing and communication services should be carried out within the terms of validity of the Framework Agreement.

During the entire execution of the tender, successful economic operators must allow the awarding administration to carry out checks and controls on correct provision of the service and compliance with the terms and conditions established in the contract.

In order to assess compliance of the provision, the successful economic operator must send Apt Servizi by 30.12.2018:

- supporting evidence - printed and/or digital format - proving realisation of the promotional marketing campaign for Emilia-Romagna and compliance with the execution methods for the service indicated in Art. 3 of these specifications (exclusivity, regional tourism logo or mention of the name of the region/territories and/or region's tourist destinations, etc.)
- a written report certifying the overall incoming volumes generated thanks to implementation of the strategic marketing plan for the destination Emilia-Romagna (total tourist arrivals and numbers, percentage comparison with the previous year, in the case of charterer TO, the final balance of flights, etc.)

As well as the provisions of Art. 1453 of the Italian Civil Code (dissolution due to breach of contract), dissolution shall legally also apply, pursuant to Art. 1456 of the Italian Civil Code (express resolution clause), in the following cases:

- failure to realise the strategic marketing plan (e.g. cancellation of all the product lines due to no bookings and/or no charter flight programme, etc.);
- failure to realise the promotional marketing campaign;
- failure to comply with the service execution methods indicated in Art. 3 of these specifications;

- failure to send supporting evidence and volumes generated.

In the event of minor breaches, such as:

- partial realisation of the strategic marketing plan and/or the promotional marketing plan (e.g. partial cancellation of the product lines and/or part of the charter flight programme due to lack of bookings, with a subsequent reduction in the duration of the campaign, etc.);
- failure to achieve the annual sales targets (tourist arrivals and/or numbers lower than those indicated in the technical bid).

In the event of imperfect, partial or failed execution of the services provided for in the management project and the tender documents signed by the company, following notification of the breaches and assessment of the justifications adopted, APT Servizi srl can apply a penalty based on the methods described below.

The penalty shall be withheld directly from payments due. Application of penalties does not jeopardize the right to compensation for any damages or any other costs sustained by APT Servizi srl due to delays or breaches by the company awarded the tender.

Merely by way of example, penalties that could be applied for the following breaches to the obligations assumed by the company awarded the tender include but are not limited to:

- a) 10% of the payment due for cancellation of 10% of the marketing or communication plan;
- b) 10% of the payment due if tourist arrivals and numbers are 10% lower than those declared in the technical bid.

Penalties shall increase by a percentage amount directly proportionate to the percentage incidence of the breach compared to the bid presented by the successful bidder.

For reiterated breaches, the penalties indicated above shall double.

For any other breach of the provisions of these specifications or the contract, a penalty of € 100.00 plus VAT if due, shall be applied for each default ascertained.

The contracting authority has the faculty to legally dissolve the contract, pursuant to Art. 1456 of the Italian Civil Code, even if, during execution of the contract, no fewer than four penalties listed in the previous paragraph are applied based on the methods provided for by these specifications.

In the aforementioned cases, the company awarded the bid shall immediately lose its deposit payment, as well incurring the obligation to fully compensate any direct or indirect damages the authority is forced to sustain, even in relation to awarding of the contract to the subject, for the remaining contract period. If any of the above listed cases occur, dissolution shall legally apply if APT Servizi srl decides to avail itself of the express resolution clause and notifies the company awarded the bid of this decision in writing.

Art 11 Fee and payment method

Payments (in euro) shall be made by bank transfer, further to the corresponding invoice being issued by the successful bidder, subject to verification by the administration of conformity of the services and activities realised.

Verification shall take place via acquisition of the documents pursuant to Art. 9 of these specifications.

The economic operator can invoice the service only after having sent the administration the documents pursuant to Art. 11 of these specifications.

Failure to send such documents represents a serious breach and shall lead to resolution of the contract, pursuant to and by effect of Art. 1456 of the Italian Civil Code, as provided for by Art. 9 of these specifications.

Any form of voluntary assignment or power of attorney to collect debts is strictly forbidden, unless expressly authorised in advance by APT Servizi srl.

In any case, payment is subordinate to drafting of the contract. Should the tender be realised by several subjects associated temporarily, the administration shall pay the invoices issued by the agent/head company, which should indicate in detail the activities and the measure of the same realised by each component of the association.

Art. 3, paragraph 7 of Italian law 136/2010 - "Traceability of financial transactions" - establishes that the successful bidder should communicate to APT Servizi srl details identifying its specific current account. Such notification, which must be attached to the contract, should indicate all the elements necessary for financial transactions including, in particular:

- specific references to the company, in other words, full company name, registered office and production department managing the tender, tax code;
- all details relating to the current account, with particular reference to the IBAN code and possible corresponding details (ABI and CAB code, CIN code, bank name and details of the branch where the current account is held);
- the names and details of any subjects (physical entities) that have a proxy from the company to operate on the special current account, in other words, personal details, fiscal domicile, tax code; an indication of the relationship between the dedicated current account and the tender (if the account has been activated solely for that tender).

If the company awarded the tender does not fulfil the obligations pursuant to Art. 3 of Italian law 136/2010 relating to the traceability of financial transactions pertinent to the tender, the contract shall be legally resolved, pursuant to paragraph 8 of the same Art. 3.

For each payment made to the company awarded the tender and with further checks, the administration shall verify that the former has fulfilled its obligations relating to the traceability of financial transactions.

Furthermore, the provisions relating to split payments shall apply, pursuant to Art. 1, paragraph 629, letter b of Italian law no. 190 of 23 December 2014 (Stability Law 2015).

Art 12 Resolution

The following cases can lead to resolution of the contract:

- a) if Apt Servizi and the company agree, by mutual consent, to cancel the contract prior to execution of the same;
- b) in the event of the absolute and definitive impossibility for the company to provide the services for reasons not attributable to itself;
- c) due to bankruptcy, dissolution, liquidation or ceased activity;
- d) due to contract assignment;
- e) due to company transfer should Apt Servizi decide not to continue the contract relationship with its purchaser; the same procedure is adopted in the case of company leasing or usufruct;
- f) due to fraud, serious negligence or breach or failure to comply with the obligations and terms and conditions undersigned;
- g) in all other cases provided for by applicable law and these specifications (the latter detailed in Art. 11 of these specifications).

The defaulting company shall be charged the higher costs sustained by Apt Servizi compared to those provided for by the resolved contract. Damaging execution does not exempt the company from any civil and criminal responsibility incurred by law due to the reasons for resolution.

Art. 13 Rescission

APT Servizi srl has the right to unilaterally rescind the contract at any time, providing at least 30 days' notice is given, to be communicated to the company awarded the tender by certified email, in the event of changes of an organisational nature including but not limited to: merger or elimination or assignment or conferment of the management structures and/or activities the services of this tender refer to; changes to the current management model.

From the date of effective rescission communicated, the company awarded the tender should cease providing all contract services in any case ensuring, through direct consultation with the contracting authority, that suspension does not jeopardize the continuity of the service and/or imply any damages to the authority itself.

In the event of rescission, the company awarded the tender has the right to payment for the services provided, as long as they were carried out directly, based on the payment and terms and conditions provided for in the contract, expressly waiving any other claim, even of a compensatory nature and any other compensation or indemnity and/or refund, even in derogation of the provisions of Art. 1671 of the Italian Civil Code.

Art 14 Confidentiality

The successful bidder undertakes to fully comply with confidentiality on the information, documents, know-how and other elements provided by Apt Servizi, by public bodies and administrations or by any other associations or bodies participating in the project and/or involved in the activities.

Art 15 Data processing

The data provided by bidders, which is obligatory for the purposes connected to this tender, shall be processed by Apt Servizi in compliance with existing applicable law (European Regulation (EU) 2016/67, so-called GDPR). The data controller is Apt Servizi s.r.l., in the person of its Chairman and legal representative, whilst the data processor is Rita Boselli, Administration Manager and Sole Project Manager.

Personal data processing shall be inspired by principles of lawfulness and correctness, in order to fully protect the rights of bidders and their confidentiality, with the adaptations provided for by Italian law 241 of 7 August 1990. In particular, the sole aim of the personal data requested for participation in these procedures is to permit verification of possession of the suitability requisites and the inexistence of grounds for exclusion.

ART. 16 Competent court

For any controversy arising between the administration and the company awarded the tender, the sole competent court is the Court of Bologna.

ART. 17 Contract and costs

The contract shall be concluded and drafted after the definitive award has become effective, following verification of possession of all necessary requisites.

All contract costs and duties, as well as any other additional and consequent costs, including those for drafting the contract itself and any other costs provided for by existing applicable law shall be at the expense of the company awarded the tender.

Art 18 Final provisions

Anything not provided for in these specifications shall be governed by applicable legal provisions and pertinent national and regional regulations or agreements specially-agreed and signed between the parties.

ART. 19 Sole Project Manager

The Sole Project Manager (SPM) is Mrs Rita Boselli who also covers the role of administration office manager and transparency and anti-corruption manager, email address r.boselli@aptservizi.com.