

SPECIALIST SUPPORT AND CONSULTANCY SERVICE as part of the “EIC. Innovation for Scientific Excellence of UniTo” project for a total duration of 24 months.**Art. 1 Activities forming the subject of the service and characteristics of the performance**

The service forming the subject of the award consists of the provision of a specialist support and consultancy service (product category “General Management Consultancy Services” - CPV code 79411000-8) as part of the EIC - Innovation for Scientific Excellence of UniTo project. The EIC-gen project is the initiative of the University of Turin open to the entire academic community and aimed at supporting researchers of the University (PO, PA, RTDa, RTDb, research fellows, research technicians) and technical-administrative personnel in their path of developing innovative research ideas and in preparing project proposals that can access European Innovation Council (EIC) funding.

The service is aimed at supporting the persons indicated above in creating project proposals - particularly in the role of coordinators - in response to EIC calls and at verifying the adaptability of the proposal to the EIC programme and more specifically:

- a) to guide the academic community towards a deeper understanding of EIC calls, identifying the project proposals most suited to the programme and supporting research groups in creating project proposals in response to the respective calls;
- b) optimising the potential for success of the proposals in relation to the EIC, increasing the number of proposals submitted - particularly in the role of coordinators - and improving their quality.

The economic operator will provide specialist support to research personnel who intend to develop their scientific innovation idea into a concrete project proposal, in order to verify the adaptability of the proposal to the EIC programme.

The service will be provided for the entire validity period of the EIC “Innovation for Scientific Excellence of UniTo” project and will be broken down into the following phases:

1) definition and drafting of the application template (open call for the entire academic community) through which research groups will be able to join the project support path.

In this phase, the economic operator will provide its consultancy for preparing the structure of the application (*application template in two versions: “EIC pathfinder” and “EIC transition”*) which the research groups will complete in order to present their project idea.

The consultancy will be aimed at the entire academic community in order to gather the project ideas (maximum 50) presented by research groups and to select the best project ideas that will have access to the support path. The templates prepared by the operator will be used to gather the project ideas.

2) Preliminary consultancy and selection of the best project ideas

In this phase, the economic operator, in conjunction with the internal members at the University of Turin, will assess the project ideas submitted by research groups participating in the open call and, from a maximum of 50 ideas, will select the 20 ideas that are most

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suited to the EIC calls (GO/NO-GO screening).

The ideas will be assessed according to the following criteria:

- (i) breakthrough character;
- (ii) transformative impacts.

3) **Support to European planning**

The economic operator will provide a personalised support service by an EIC expert to the research groups that submitted the 20 selected project ideas and will guide each group in identifying the strengths and weaknesses of the proposed idea (due diligence).

In this phase, the economic operator will organise individual meetings with the 20 research groups also aimed at ascertaining the funding opportunities most suited to each project.

4) **Validation of the best project ideas and support in writing the project proposals**

The economic operator, in the support to European planning phase, will identify the 10 project ideas that are at such a stage of maturity as to be able to be candidates for the EIC calls, years 2025 and 2026.

The 10 identified project ideas will benefit from further personalised support by the economic operator aimed at writing the project proposals, broken down as follows:

- (i) validation of the 10 best project ideas;
- (ii) review of the project proposal;
- (iii) possible voucher for further support for writing the project proposal

5) **Support in preparing the presentation of the projects to the public - Pitch training**

The teams that, during the assessment of the project proposal, are called by the European Commission to an interview (pitch) will benefit from further support for that activity. The economic operator will involve 2-3 consultants for each of the projects and this phase is likely to involve a total number of 1 to 3 projects.

The entire service broken down into all its phases will be provided through a series of online consultancy meetings and constant remote support via email and/or telephone.

Art. 2 Personnel

The service will be performed by consultants expert in funding programmes for research and innovation promoted by the European Commission (Project Manager & Expert) and

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adequately trained on the activities forming the subject of the service. The aforementioned skills must be stated on the curricula vitae of the experts involved by the economic operator. If additional skills are required in certain sectors that are not stated on the curriculum vitae, the University of Turin may ask for that consultant to be replaced.

The personnel involved shall be selected based upon the correspondence with the research area of the selected project ideas and the knowledge of the specific funding programmes most suited to the individual research projects. The personnel involved shall be taken from the Senior Consultants or higher level category (Chief Consultant or Partners) and shall have expertise in drafting proposals, managing projects and assessing programmes.

The personnel shall be flexible and willing to organise meetings based upon the requirements, in terms of days and times, of the research groups. All personnel shall have knowledge of the foundations of the project cycle (PCM) along with advanced English language skills and awareness of the European Commission policies on research and innovation.

The personnel employed in the service are subject, insofar as they are compatible, to the obligations of conduct envisaged by Italian Presidential Decree no. 62 of 16 April 2013, in addition to those deriving from the compliance with the Code of Conduct of the University of Turin (Rector's Decree 616 of 28/02/2016).

Art. 3 Term and amount

The indicative term of the contract is twenty-four (24) months, with effect from the date of signature of the contract or the start of the service.

The procurement starting amount is €95,300.00 (ninety-five thousand three hundred), including any expense connected to the professional execution of the same.

There is a possibility of exercising the option to increase or reduce the performances up to the extent of one-fifth of the contract amount (paragraph 9 of Art. 120 of Italian Legislative Decree 36/2023).

In accordance with Art. 14 of the Public Procurement Code, the estimated maximum amount of the service, including the price revision clause and any one-fifth increase in the amount, is €117,000.00 (one hundred and seventeen thousand). This amount includes all services, charges, risks and expenses, expressed and not expressed, deriving from these specifications, as well as any activity or support that becomes necessary for the execution of the contract or, in any case, appropriate for the correct and complete fulfilment of the set obligations.

The service takes the form of eminently personal consultancy activities and in particular it materialises in the definition of opinions, consultancy on specific projects and development of solutions suited to those projects. As it is a service of intellectual nature, it is not necessary to indicate the costs of labour (Art.106, par. 9 of the Code). Interference safety costs amount to zero.

Art. 4 Legislation of reference

The contract must be executed in respect of the clauses, burdens and conditions envisaged:

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- by the provisions contained in the national and community legislation in force on public procurements of services and in particular by Italian Legislative Decree no. 36/2023 Public Procurement Code (hereinafter also “Code”);
- by Directive no. 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement;
- by Italian Legislative Decree no. 81 of 9 April 2008 “Consolidated Law on Safety and Protection of the Health of Workers” as amended;
- by the rules on State Accounting contained in Royal Decree no. 2440/1923 (except for Art. 11, abrogated by Art. 217 of Italian Legislative Decree 50/2016 cit.) and in Royal Decree no. 827/1924 (except for Art. 120, abrogated by Art. 217 of Italian Legislative Decree 50/2016 cit.), insofar as they are applicable;
- by the general and special terms and conditions of the service indicated in these Special Specifications, in the contract, in the award procedure documentation and in the respective annexes;
- by Italian Legislative Decree no. 152 of 3 April 2006 “Regulations on environmental matters”;
- by UE Regulation 2016/679 and by Italian Legislative Decree no. 196/2003 as amended and supplemented by Italian Legislative Decree no. 101/2018;
- by the Italian Civil Code and by the other regulatory provisions on private law contracts, insofar as they are compatible and in the aspects not regulated by the rules and provisions previously cited;
- by the specific rules that regulate the services and supplies that form the subject of this contract;
- for any other rule not expressly cited or contained in this document, the rules in force on public contracts shall apply.

Art. 5 Performance of the service

5.1 Performance of the activities

This document concerns the specialist support and consultancy service indicated in Art.1 as part of the “EIC. Innovation for Scientific Excellence of UniTo” project, as specified below, and according to the details indicated in the Annex - Quotation Form: University of Turin (UniTo) - Offer - Innovation Programme on EIC, Revision 2 - Work Experience - Submitted by Innovayt A/S - 14.02.2024.

To meet the need to support researchers in European planning and to improve the performance of the University of Turin in its participation in EIC calls, the company Innovayt has prepared an offer structured into a series of macro activities.

For each of the activities a maximum number of hours for performing the service has been quantified. The economic offer envisages that only the hours actually performed and reported will be invoiced.

The activities are broken down as follows:

- a) Definition and drafting of the template application (open call for the entire academic community) through which research groups will be able to join the project support path.

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In this phase, the economic operator will provide its consultancy for preparing the structure of the application (*application template in two versions: “EIC pathfinder” and “EIC transition”*) which the research groups will complete in order to present their project idea.

The consultancy will be aimed at the entire academic community in order to gather the project ideas (maximum 50) presented by the research groups and to select the best project ideas that will have access to the support path.

A maximum duration of 5 hours is scheduled for this activity. The activity will be performed by Senior Consultants.

The activity will be performed by the month of September 2024.

b) Preliminary consultancy and selection of the best project ideas

In this phase, the economic operator, in conjunction with internal members at the University of Turin, will assess the project ideas submitted by the research groups participating in the open call and, from a maximum of 50 ideas, will select the 20 ideas that are most suited to the EIC calls (GO/NO-GO screening).

A maximum of 2 hours will be needed for assessing each project. Considering a maximum of 50 projects to be assessed, a maximum of 100 hours is scheduled for this activity

The activity will be performed by Senior Consultants.

A single open call may be involved or, if the number of 50 projects submitted is not achieved, subsequent windows for submitting project proposals may be opened.

The activity will be performed by Senior Consultants.

The activity will be performed after Phase 1 and until the end of the service.

c) Support to European planning

In this phase, the economic operator will provide a personalised support service to the 20 selected project ideas and will guide each research group in identifying the strengths and weaknesses of the proposal (due diligence).

In this phase, the economic operator will organise individual meetings with the 20 research groups also aimed at ascertaining the funding opportunities most suited to each project. Each meeting with the research groups will have an indicative duration of a maximum of 1.5 hours. Considering a maximum of 20 projects to be assessed, a maximum of 30 hours is scheduled for this activity.

The activity will be performed by Senior Consultants.

The activity will be performed after Phase 1 and until the end of the service.

d) Validation of the best project ideas and support in writing the project proposals

The economic operator, in the support to European planning phase, will identify the 10 project ideas that are at such a stage of maturity as to be able to be

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candidates for the EIC calls, years 2025 and 2026.

The 10 identified project ideas will benefit from further personalised support aimed at writing the project proposals, broken down as follows:

- **Validation** - A maximum of 5 hours per project will be spent on validating the 10 best project ideas. Given that a maximum 10 project ideas will be validated, this activity will have a maximum duration of 50 hours.
- **Revision** - A maximum of 8 hours per project will be spent on revising the 10 best project ideas. Given that a maximum 10 project ideas will be revised, this activity will have a maximum duration of 80 hours.
- **Voucher** - The projects may benefit from a voucher for further support in writing the project proposal of a maximum 20 hours. Given that a maximum of 10 project ideas may benefit from the voucher, a maximum duration of 200 hours is scheduled for this activity.

The activity will be performed by Senior Consultants.

The activity will be performed after Phase 1 and until the end of the service.

e) Support in preparing the presentation of the projects to the public - Pitch training

The economic operator will support the Transition projects admitted to the Pitch in preparing the presentation. Between 1 and 3 projects are expected to be involved in this phase. For each project, 12 hours are quantified for support in preparing the Pitch (including the preparation) for a maximum total of 36 hours.

The activity will be performed by Senior Consultants (2-3 consultants for each project).

The activity will be performed after Phase 1 and until the end of the service.

The economic operator is responsible for liaising with the research teams to fix the schedule of the personalised meetings indicated in points 2, 3, 4, 5.

The Phase 1 activity will be performed by September 2024.

Phases 2, 3, 4 and 5 will be carried out after Phase 1 and until the end of the service. The opening of subsequent windows for submitting and validating new project ideas (up to a maximum of 50 project ideas) may be assessed.

5.2 Place of performance of the activities

The entire service broken down into all its phases will be provided through a series of online consultancy meetings and constant remote support via email and/or telephone.

5.3 Methods of reporting on the activities performed

The activities performed shall be reported as follows to the Research, Innovation and Internationalisation Department:

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- the activities planned in phase 1 and 2 will be reported on a final balance basis. The economic operator must keep a record of the hours actually worked and the name of the consultant(s) involved.
- for phases 3-4-5 the economic operator shall:
 - share with the Department a calendar of appointments and the expected duration for each research group on a preventive basis. For each appointment, it must indicate the name of the research team, the consultant identified for the activity, and the date, time and indicative duration.
 - keep a record of the hours actually worked. The record must indicate the name of the research team, the consultant identified for the activity, and the date, time and actual duration.

Art. 6 Burdens and obligations for the economic operator

The economic operator awarded the contract shall guarantee the stability and continuity of the personnel employed in the service except in cases of force majeure which are accurately and promptly motivated. In those cases, it must promptly replace those personnel with persons having equivalent qualifications and professional profiles to those of the employees who are absent for any reason. Personnel must also be replaced when the service offered is found to be unsatisfactory or if their curriculum vitae lacks **specific skills in certain sectors forming the subject of the consultancy**, with costs borne by the economic operator and at no charge whatsoever to the University of Turin.

Any disputes in that regard will be communicated to the economic operator, in writing, by the Project Manager (RUP).

The economic operator is responsible for the exact fulfilment of the contract and its perfect execution and it undertakes to carry out all performances as indicated in this document and in the subsequent deeds relating to the award procedure.

The economic operator expressly undertakes to indemnify and hold harmless the University from all consequences deriving from any breach of the technical, safety, health and hygiene, remuneration and contribution rules and the requirements in place in situ with reference to the sector that forms the subject of this procedure. In carrying out and managing the service, the economic operator must adopt all measures and all precautions to avoid damages to persons, property and things in relation to the peculiar aspects of the service and the spaces in which it is performed. The economic operator shall guarantee the precise application of the legislation in force on health and safety of workers and must insure the personnel employed against accidents, also undertaking to ensure that those personnel respect the safety rules and to equip them with everything necessary for the prevention of accidents in conformity with the legislation in force.

The economic operator, being fully remunerated with the contractually established fees, bears all burdens, risks and expenses relating to the performance of this service, as well as any activity and supply that becomes necessary for such performance or, in any case, is appropriate for the correct and complete fulfilment of the obligations, therein including any transportation costs, travel and mission expenses for personnel employed in executing the Contract, as well as the related insurance costs.

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The economic operator expressly undertakes to indemnify and hold harmless UniTo from all consequences deriving from any breach of the technical, safety, health and hygiene, remuneration and contribution rules and the requirements in place in situ with reference to the sector that forms the subject of this procedure.

The economic operator shall use qualified personnel, compliant with the obligations envisaged by the collective bargaining agreements and by all regulations in force, particularly in relation to social security, tax, and occupational health and safety, and it shall adopt all measures and precautions necessary for this purpose, relieving UniTo from any liability or claim made by third parties relating to the performance of the service.

In conformity with the provisions of Art. 102 of Italian Legislative Decree 36/2023, the economic operator awarded the service shall accept the following commitments, taking account of the performance forming the subject of the contract and if applicable the type of personnel employed:

- a) guarantee the occupational stability of the personnel employed;
- b) guarantee the application of the national and territorial industry collective bargaining agreements, taking account, as to the subject of the procurement contract and the performances to be carried out, also in a prevalent manner, of those entered into by the comparatively most representative employers' and employees' associations at national level and those whose scope of application is closely connected with the activity of the procurement contract carried out by the enterprise, also in a prevalent manner, as well as guarantee the same economic and regulatory protections for subcontracted employees as the contractor's own employees against illegal labour;
- c) guarantee generational, gender and employment inclusion opportunities for disabled or disadvantaged people.

The Project Manager (RUP) reserves the right to request from the economic operator explanations as to how it intends to fulfil the commitments indicated above.

Art. 7 Confidentiality obligations

The economic operator undertakes to observe the utmost confidentiality in relation to information of any nature acquired while performing the service in question, particularly regarding the outputs that emerge from the consultancy and are functional to the submission of EIC projects.

The signature of a non-disclosure agreement (NDA) relating to the contents of the specific project proposals that are presented in response to calls will be required.

Art. 8 Personal data processing

Personal data will be processed, in accordance with Articles 13 and 14 of EU Regulation 2016/679 (hereinafter "GDPR") and Italian Legislative Decree no. 196/2003 as amended and supplemented by Italian Legislative Decree no. 101/2018, in accordance with the annexed privacy policy.

Personal data will be processed in conformity with the provisions of Italian Legislative Decree no. 196/2003 and UE Regulation 2016/679, known as GDPR (General Data Protection Regulation). In particular, in accordance with Art. 13 of Regulation (EU) 2016/679 on personal data protection (hereinafter "Regulation") and Italian Legislative Decree no. 196/2003 as amended and supplemented, UniTO (hereinafter, the "Controller), in the



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capacity of data controller, notes that the personal data collected will be processed exclusively for purposes connected to the management of this procedure and for

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any subsequent stipulation and management of the contract consequent to the award of the service.

With reference to the aforementioned purposes, it is noted that data relating to criminal convictions and crimes may also be acquired and processed. Those data are processed exclusively to assess possession of the requirements and qualities envisaged by the legislation in force.

The personal data collected will be processed by the Controller and in particular by personnel of the Controller, who act on the basis of specific instructions provided in relation to the purposes and methods of such processing, using IT (and manual) systems in accordance with principles of law and protecting the confidentiality of the data subject and his/her rights by adopting appropriate technical and organisational measures and guaranteeing an adequate level of security.

The data controller is the University of Turin - Via Verdi no. 8, Turin. In accordance with Articles 37 et seq. of the G.D.P.R. the Controller has appointed the Data Protection Officer (DPO), who can be contacted at the email address rpd@unito.it.

The internal Processor is the Director of the Budgeting and Contracts Department, Ms Catia Malatesta, with reference to the procurement phase; the Processor is identified as the Director of the Innovation and Internationalisation Department, Innovation Area, Ms Elisa Rosso, with reference to the executive phase.

The economic operator is designated as external Processor in accordance with the G.D.P.R. 679/2016. A deed of appointment will follow.

The economic operator undertakes to respect the maximum confidentiality with regard to information of any nature acquired in executing the contract and not to make use, neither directly nor indirectly, of the information and data of which it becomes aware. Information relating to the University must not be disclosed in any way to third parties or used for purposes other than those envisaged here.

Art. 9 Penalties

If the service is provided with a delay with respect to the timing needed to submit the project proposals to the European Commission as part of EIC calls for the year of reference, hindering the opportunity for the researchers to participate in the call, the University may apply to the economic operator a penalty in the amount of **0.5‰ (five per thousand)**.

For any other contractual non-fulfilment, the University, by way of the Project Manager (RUP), will give written notice to the contractor, assigning an appropriate term for presenting explanations and for eliminating the non-fulfilment. If the contractor fails to comply within the assigned period or provides motivations not suitable to justify the non-fulfilment, the University will apply a penalty of **0.3‰ (three per thousand)** with respect to performances that have not been fulfilled, for each calendar day of delay.

The University will offset the receivables deriving from the application of the penalties with what is due to the contractor for any reason even for fees for services already rendered.

The penalties will be applied within the maximum limit of 10% of the total contract amount; having reached that limit, the University will proceed to terminate the contract by law.

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Penalties will not be applied in the case of delays or malfunctions due to causes of force majeure or fortuitous events. The aforementioned penalties, in any case, do not exempt the company from compensating any further damages caused to the University or to third parties in performing the service.

Art. 10 Causes of termination and withdrawal of the contract

The University reserves the right to terminate the contract early, in accordance with and for the effects of Art. 1456 of the Italian Civil Code, retaining the final security deposit, in the following cases:

- manifest incapacity of performing the service;
- if the economic operator implements the same violation more than twice in the same quarter;
- following the application of a number of penalties which exceeds 10% of the contractual amount;
- following the lack of implementation of the consultancy during the whole term of the service;
- if personnel are recruited not in compliance with the legislation in force as well as if a contribution position is not opened at the competent social security and welfare institutions and insurance is not entered into for employees at those institutions;
- ascertained breach of the rules of law on accident prevention, workplace safety and compulsory workers' insurance as well as collective bargaining agreements;
- if the proceedings or measures indicated in Art. 67 of Italian Legislative Decree 159/2011 are applied against the persons indicated in Art. 85 of the cited Decree and/or elements arise which infer mafia infiltrations;
- suspension and/or interruption of the service without justified reason;
- total or partial assignment of the contract;
- in the case of bankruptcy or other equivalent proceedings against the economic operator;
- loss of the moral requirements and/or necessary qualifications for carrying out the contracted service;
- subcontracting not expressly authorised by the University;
- violation of the obligations indicated in EU Regulation 2016/679 and Italian Legislative Decree no. 196/2003 as amended and supplemented by Italian Legislative Decree no. 101/2018 with reference to data of which the economic operator has entered into possession for reasons relating to the service, of such severity as to prevent the further continuation of the contractual obligations;
- serious breaches, duly ascertained, of the rules on safety and any other obligation deriving from the employment relationships in accordance with the regulatory provisions in force;
- fraud, in any capacity, by the economic operator in carrying out the assigned performances.

Beyond the circumstances of serious breach indicated above, Articles 122 and 123 of the Code will apply in any case.

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The Administration will also terminate the contract by law, in accordance with Art. 3, paragraph 9 bis of Italian Law no. 136/2010 as amended and supplemented, if the economic operator fails to use as payment instruments bank or postal transfers or other instruments suitable to facilitate the full traceability of financial flows. This is without prejudice to the claim for compensation for any further damages.

In cases of termination of the contract, the communication of the decision made by UniTo is sent to the economic operator by post.

If the contract is terminated, the economic operator will be required to compensate all damages, direct and indirect, and to pay any higher costs that UniTo may incur for the remaining contractual period.

UniTo also reserves the right to postpone the payment of the balance due based upon the final liquidation account until the damage to be paid by the economic operator has been quantified.

UniTo reserves the right to exercise the right of withdrawal from the contract, in accordance with Art. 123 of the Code, at any time, subject to prior notice of no less than 20 days, following payment of the service already executed as well as one-tenth of the amount of the part of the service still to be performed. See the provisions of Articles 122 and 123 of the Code.

Art. 11 Invoicing and payment methods

On invoices and in general on all documents issued, the economic operator must indicate: all personal and tax details of the economic operator itself and of the contracting authority, the identification code of the procurement procedure (CIG) and the description of the service performed to which they refer. The University may not be held liable for payments made late if the invoices do not indicate the details stated above. Invoices not disputed will be paid within thirty days from the date of receipt of the same in electronic format or by another means, by bank transfer.

The payment will be made to the dedicated - even not exclusively - current account, in accordance with what is regulated by Art. 3, paragraph 7 of Italian Law no. 136/2010 as amended and supplemented. Any violation of the obligations indicated in Art. 3 of Italian Law no.136/2010, will involve the termination of the contract by law. The economic operator, at its own exclusive liability, will promptly communicate any changes that occur with regard to the communicated payment details; in the absence of such a communication, the economic operator may not raise any objections in relation to any delays in payments, or in relation to payments already made.

UniTo may suspend the payments to the economic operator if disputes have been made concerning breaches in performing the services, until the contractual obligations have been completely fulfilled (Art. 1460 of the Italian Civil Code). This suspension may occur even if disputes of administrative nature arise in accordance with the legislation in force.

The payment will be made against an invoice issued by the economic operator based upon the actual hours of consultancy performed and reported on a half-yearly basis and following the correct execution of the service defined in a report attached to the invoice.

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Art. 12 Price revision

The price revision will be carried out in accordance with Art. 60 of the Code.

The revision is made upon the occurrence of particular conditions of objective nature, not foreseeable when making the offer, which determine a variation in the cost of the service, upwards or downwards, of more than 5 per cent of the total amount and the revision is made to the extent of 80 per cent of that variation, in relation to performances to be carried out in a prevalent manner.

The request for price revision must be made by the economic operator awarded the contract, with a response given within 30 days from that request, by a specific measure which, following its acceptance, consequently determines the increase in the price to be paid. For the purposes of determining the change in costs and prices, the consumer prices indices, production prices of industry and services and indices of contractual hourly wages are used.

Art. 13 Project Manager and Director of Execution

The Project Manager (RUP), as well as the Director of Execution of the service (DEC), is the Director of the Research, Innovation and Internationalisation Department, Ms Elisa Rosso, who will liaise with the economic operator for the entire period of performing the service, directly or by way of her colleagues, who will be identified and communicated when the service commences.

Art. 14 Guarantees

The economic operator Innovayt A/S is a consultancy company specialising in innovation and in providing support to companies and universities to obtain funding for the implementation of high quality research projects. Its experience is proven by its involvement in over 1700 funding requests in approximately 60 different programmes, both at national and community level; furthermore, it has entered into several framework agreements with many international universities to support them in writing proposals, also with a specific focus on EIC (e.g. DTU, University of Aarhus, University of Oslo, University of Turku, Semmelweis University, NTNU, North University, etc.).

Furthermore, in relation to the local context, Innovayt A/S was chosen by Fondazione Compagnia di San Paolo for training, coaching and support activities as part of the “vEIColo – Support for the Development of Research” call, which aims to facilitate the participation of Italian research teams in funding opportunities of the EIC Pathfinder and Transition programmes.

Given its consolidated experience and expertise, along with the reliability and solidity certified by its numerous collaborations, and taking account of the indications envisaged for the sub-threshold by the Procurement Code, it is not considered necessary to request the guarantee, as envisaged by Art. 53, par.4.

Art. 15 Occupational health and safety (Art. 26 of Italian Legislative Decree 81/2008 as amended and supplemented)

With regard to the safety costs envisaged by Art. 26 of Italian Legislative Decree no. 81/2008 as amended and supplemented, it is noted that these costs amount to zero, as they relate to a service of

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intellectual nature for which the obligation to prepare the DUVRI, in accordance with paragraph 3-bis of the cited decree, does not exist.

Art. 16 Dispute settlement

In accordance with Art. 211 of the Code, the rules on amicable settlement indicated in Art. 210 of the cited Code apply insofar as they are compatible. Pending the resolution of disputes, the economic operator may not in any case slow down or suspend the performance of the services, or refuse to carry out orders given by UniTo. For the resolution of disputes, any arbitration is excluded and the Court of Turin will have exclusive jurisdiction. The economic operator will be charged the extra costs incurred by UniTo.

Art. 17 Verification of due execution of the contract

In accordance with Art. 50, paragraph 7 of the Code, the certificate of due execution is issued in line with what is specified in Annex II.14 of the Code.

Art. 18 Subcontracting

The competitor may declare, in the procurement documentation, the parts of the service that it intends to subcontract in accordance with Art. 119 of the Code.

The full transfer of the procurement contract and the granting to third parties of the full execution of the performances or works that form its subject are, however, prohibited, along with the prevalent execution of labour-intensive works. The subcontractor must guarantee the same quality and professional standards envisaged by the procurement contract and provide to the workers economic and regulatory treatment not inferior to the treatment that the main contractor would have provided, including the application of the same national collective bargaining agreements, where the subcontracted activities coincide with those characterising the subject of the procurement or relate to works relevant to the prevalent categories and are included in the corporate purpose of the main contractor.

The main contractor and the subcontractor are jointly liable towards the contracting authority in relation to the performances forming the subject of the subcontracting agreement.

Art. 19 Other information

For anything not indicated in these specifications, see the letter of invitation.

The Project Manager Ms Elisa Rosso*

*(signed digitally in accordance with Art. 24 of Italian Legislative Decree no. 82/2005 as amended and supplemented)