



*Il Commissariato generale di sezione  
dell'Italia per Expo 2025 Osaka*



OSAKA, KANSAI, JAPAN  
**EXPO  
2025**



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**AGREEMENT**

Order no.: [ ]  
Reference no.: [ ]

**PROJECT MANAGER SERVICE AND RELATED SERVICES**

**FOR THE COMMISSIONER GENERAL OF THE SECTION FOR THE ITALIAN PARTICIPATION IN**

**EXPO 2025 OSAKA**

<b>Tender ID Code (CIG)</b>	<b>98111977E3</b>	<b>Unique Project Code (CUP)</b>	<b>J34J21000090001</b>
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This agreement has been electronically signed under the terms of article 32, paragraph 14 of Italian Legislative Decree no. 50 of 18 April 2016, (hereinafter, "**Italian Procurement Code**").

**BETWEEN**

the **GENERAL COMMISSIONER OF SECTION FOR ITALIAN PARTICIPATION IN EXPO 2025**

**OSAKA**, appointed with Italian Prime Ministerial Decree of 15/06/2022, with registered address for the role at Piazzale della Farnesina, 1, Rome, Tax ID 96540710587 (hereinafter, "**Commissioner**" or "**Contracting Authority**"), in the person of \_\_\_\_\_ who is engaged in the context of this agreement in his/her capacity of Head of \_\_\_\_\_;

**AND**

**Mr** \_\_\_\_\_ born in \_\_\_\_\_ on \_\_\_\_\_, resident in \_\_\_\_\_, at address \_\_\_\_\_, n. \_\_\_\_\_ in his capacity as \_\_\_\_\_ of the company \_\_\_\_\_ with registered office \_\_\_\_\_ in \_\_\_\_\_, at address \_\_\_\_\_, n. \_\_\_\_\_ Tax ID and VAT no. \_\_\_\_\_, share capital € \_\_\_\_\_, registered under no. \_\_\_\_\_ in the Companies Register, acting independently as the economic operator; / as Leader of a temporary association of undertakings/consortium of economic



operators established amongst the following companies:

1	Company _____ with registered office in _____, at address _____, ____;
2	Company _____ with registered office in _____, at address _____, ____;
3	Company _____ with registered office in _____, at address _____, ____;

(hereinafter "**Contractor**" or "**TAU**");

(hereinafter, jointly "**the Parties**");

#### RECITALS

a) the tender procedure for the assignment of the aforementioned service was called by the Agenzia nazionale per l'attrazione degli investimenti e lo sviluppo d'impresa S.p.A., which acts as the central purchasing body (hereinafter, "**Invitalia**" or "**Central Purchasing Body**") pursuant to articles 37, para. 7 (a) and 38, para. 1 of the Italian Procurement Code, based on the Convention signed on 27 December 2022.

b) the contract is covered by the resources identified in the Chapter of the State Budget no. 2318, management plan 7, of the Budget of the Ministry of Foreign Affairs and International Cooperation for the Financial Year 2022 and for the three-year period 2022 - 2024 in favour of the Commissioner, who works as a delegated official;

c) the Contracting Authority, with resolution ref. no. \_\_\_\_\_ dated \_\_\_\_\_ has appointed Andrea Marin as Sole Manager of the Contract Procedure, as defined below, under the terms of Article 31 of Italian Legislative Decree no. 50 of 18 April 2016;

d) with Contract Resolution no. \_\_\_\_\_ of \_\_\_\_\_, it was established to proceed



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with assignment of the Contract via open tendering procedure, performed under the terms of Italian Ministerial Decree 192/2017 and, where applicable, of article 60 of the Italian Procurement Code, to be awarded according to the criterion of best economic offer, identified on the basis of the best quality/price ratio;

e) the tender procedure was launched via publication of the Tender Notice (hereinafter “**No-tice**”) and the tendering documentation on the Commissioner's institutional website, on the informational website of the Italian Ministry of Foreign Affairs, on the Invitalia e-Procurement Platform (<https://ingate.invitalia.it/>), in the European Union's Official Gazette, on the e-procurement website of the Organiser of EXPO 2025 Osaka;

f) within the period indicated in the Notice, \_\_ offers were received;

g) at the end of the tender procedure, the Contractor was identified as the party in first place in the tender ranking;

h) with provision ref. no. \_\_\_\_\_ of \_\_\_\_\_, the Contracting Authority declared definitive assignment to the selected Contractor;

i) the Contracting Authority also communicated the outcome of the tender procedure to all participants on \_\_\_\_\_;

j) the Contractor demonstrated that it satisfied the special requirements set out in the *lex specialis* for the tender procedure and the Contracting Authority verified this;

k) on \_\_\_\_\_, the Contractor established a guarantee with the company \_\_\_\_\_ according to the provisions of the tender rules, to ensure correct fulfilment of obligations in performance of the services covered by the agreement, providing the original copy of the policy to the Contracting Authority;

l) the Contractor submitted an insurance policy, issued by the Company \_\_\_\_\_



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covering civil liability for possible injury or damage caused to persons and/or property of the Contractor itself, of the Contracting Authority or of third parties (including employees of the Contractor and/or sub-contractors and/or sub-suppliers or the Contracting Authority), in execution of the contract;

m) during the bid phase, the Contractor accepted all clauses present in the Tender Rules, and relative annexes, including this agreement, as well as the Tender Specifications underlying the tender process;

n) with this agreement, the Contracting Authority therefore intends to confer upon \_\_\_\_\_, the contract for provision of a technical Project Management service and related services to support the General Commissioner of Section for Italian participation in EXPO 2025 – Osaka.

**ON THIS BASIS**, the Parties, as established above, agree on the following terms

**Article 1 - (Recitals and annexes)**

The recitals and documentation listed below form an integral and substantive part of this contract:

- a) the Notice and Tender Rules;
- b) the Tender Specifications and relative annexes, as defined in the following article of this agreement;
- c) the tender participation application presented by the Contractor;
- d) the Technical/Economic Offer of the same proposal, as set out below;
- e) the guarantees and insurance policy referred to in the recitals, above;
- f) **[if the Contractor is a temporary association of undertakings or consortium]** the articles of association of the Temporary Association of Undertakings/Consortium;



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g) the Collaborative Supervision Protocol for Italian participation in EXPO 2025 Osaka, signed between the Commissioner and the National Anti-Corruption Authority (hereinafter “ANAC”) on 25 October 2022, including the corrigendum.

The “technical documentation”, attached as an integral and substantive part of this agreement, including the documents indicated below:

1. [\_\_\_\_\_];

2. [\_\_\_\_\_];

The aforementioned documents are understood as an integral and substantive part of this agreement, even if not physically attached to the latter, having been submitted to the Contracting Authority.

In any case, the documents in the above list are annexed to this agreement under letters c), d), e), f) and [if the Contractor is a temporary association of undertakings, add “g)”, newly signed by the Contractor [if the Contractor is a temporary association of undertakings, add: “and by the members of the Temporary Association of Undertakings/Consortium”], as well as by the Contracting Authority, for the sole purpose of establishing this agreement.

In the event of contradiction and/or incompatibility between the provisions contained in this agreement and in the aforementioned contractual documents, the interpretation will be adopted that best supports full and optimal execution of the services covered by the contract, in line with applicable legislation.

## Article 2 - (Definitions)

In the context of this agreement the following definitions apply:

- Contractor: the individual or multi-party economic operator that is assigned for provision of the service covered by the Contract.



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- Agreement: the contract presented in this agreement relative to the technical Project Management service and related services to support the General Commissioner of Section for Italian participation in EXPO 2025 – Osaka and all services as per the Tender Specifications and relative annexes, as defined below;
- Notice: the Tender Notice for assignment of the Contract;
- CAD: the Italian “Digital Administration Code” issued with Italian Legislative Decree no. 82 of 7 March 2005;
- Tender Specifications: the document providing technical, descriptive and service content that constitutes part of the Design, as defined below;
- Central Purchasing Body: the National Agency for the Attraction of Investments and Business Development S.p.A. – Invitalia that launched the tender procedure on behalf of the Contracting Authority;
- Public Procurement Code: the rules on Italian tenders and public contracts approved with Italian Legislative Decree no. 50 of 18 April 2016;
- Environmental Code: Italian environmental rules, issued with Italian Legislative Decree 152 of 3 April 2006;
- Privacy Code: Regulation (EU) 2016/679 of the European Parliament and the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, and Italian Legislative Decree no. 196 of 30 June 2003;
- Agreement: this agreement and its annexes;
- Contractual Documents: the documents attached to this Agreement;
- Financial Intermediary: Poste Italiane S.p.A. or a bank;

- Financial Monitoring: activities for monitoring of the financial transactions defined under the terms of article 3 of Italian Law no. 136 of 13 August 2010;
- Offer: the entire set of deeds and documents submitted by the Contractor during the tendering phase, on the basis of which the contract was awarded;
- Parties: the Contracting Authority and the Contractor;
- Services: the set of activities, both individually and as a single unit, covered by the contract, indicated in the agreement and detailed in the Tender Specifications;
- Supervision Protocol: the Collaborative Supervision Protocol as per article 1;
- PPM: the Procurement Procedure Manager of the Central Purchasing Body;
- Contracting Authority: the General Commissioner of Section for Italian participation in EXPO 2025 Osaka;
- Consolidated law on health and safety in the workplace: Italian regulations on occupational health and safety and welfare measures approved with Italian Legislative Decree no. 81 of 9 April 2008;

**Article 3 - (Subject and purpose of the contract)**

On the basis of the offer submitted during the tender procedure, the Contracting Authority assigns the Contractor, which accepts without reservation, the technical Project Management service and related services to support the General Commissioner of section for Italian participation at EXPO 2025 – Osaka, as detailed in the Tender Specifications.

The services must be provided observing the technical characteristics and improved conditions set out in the offer submitted.

Any provision of services covered by the Contract by unqualified or in any case inadequate parties according to the assessment of the Contracting Authority, will trigger legal



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In the event that special circumstances temporarily impede regular execution of the services covered by this agreement, the Contracting Authority reserves the right in all cases to suspend or terminate execution of the contract, with written communication from the Contracting Authority.

Suspension of the services covered by the agreement in cases of force majeure or other unexpected and unforeseeable circumstances that impeded or delay full and correct execution, may not in any case lead to an extension of the duration of this agreement.

In the event of situations affecting the correct execution of the contract, such as to make such execution impossible and/or significantly delayed, the Contracting Authority undertakes to provide prompt and reasoned communication to the contractor in order to verify protection of the responsibilities undertaken with this agreement.

**Article 5 - (Location for provision of the service and instrumental resources)**

The Contractor will carry out the activities covered by this contract mainly at the Italy Pavilion at EXPO 2025 Osaka, using its own equipment and organisation, unless otherwise provided by the Commissioner. The Commissioner may arrange for the activities to be carried out at a different location and may convene coordination meetings at the Commissioner's offices in Japan or Rome. If the activities covered by this agreement need to be performed at the offices of the Contracting Authority, access must occur during normal working hours, and in observance of the rules of access to areas that will be indicated by the Contracting Authority, assuming all responsibility for any damage caused.

During provision of the service, the operators, whether members or employees of the Contractor, sub-contractor companies or autonomous workers engaged by these, shall be equipped with an ID card.



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**Article 6 - (Managers for contractual activities - Election of domicile)**

The managers responsible for contractual activities covered by this contract are:

- for the Contractor: \_\_\_\_\_;
- for the Contracting Authority: \_\_\_\_\_, in the capacity of \_\_\_\_\_.

The aforementioned managers are charged with coordinating activities associated with the service covered by the contract, planning and verifying works to be performed and managing all communication between parties.

The Contractor, for execution of this Agreement, elects the following domicile:  
\_\_\_\_\_.

The address indicated above will be used for sending of all deeds and documents regarding execution of this Agreement and relative works.

**Article 7 - (Fee, methods of payment and invoicing)**

The fee for full and correct execution of the services covered by this Contract, excluding tax, is € \_\_\_\_\_ (\_\_\_\_\_/00), plus VAT, equal to the total reduction offered of \_\_\_% compared to the tendering amount.

The fee is determined to be appropriate.

The fee due to the Contractor will be paid according to the methods, terms and conditions governed by the Tender Specifications.

The Contractor expressly declares to accept that the above fee includes and fully compensates all activities required for provision of the services assigned, in observance of applicable laws, rules and regulations, including all activities required for satisfaction of the provisions of the Contracting Authority, as well as any further technical or administrative activities.

The Contractor hereby waives any other fee beyond that defined in this Agreement, any



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Contracting Authority.

**Article 8 - (Contractor Obligations)**

The Contractor declares and guarantees that the personnel it will use for execution of this contract will hold regular contracts and will be insured by the Contractor as per applicable law, and it is liable in this sense for all legal purposes.

The Contractor assumes the obligation to fully observe all obligations deriving from legal provisions relative to regular employment, mandatory insurance against workplace injury and welfare and pensions for employees.

The Contractor assumes the obligation to observe and ensure observation by its personnel or all applicable regulations on occupational health and safety measures, including those required by the specific nature of the work.

All costs incurred by the Contractor in observance of the obligations indicated, as well as all general charges, without exception, that may fall to the Contractor for organisation, independently, of all means necessary, both technical and administrative, for performance of the service covered by this contract, are understood as included in the contract fee.

The Contractor must collect from each of its employees and collaborators involved in execution of the contract, a written undertaking to observe the confidentiality of all information encountered during execution of the contract, also following completion of their role in the activities covered by the contract, and to refrain from sharing such information with third parties, and using documents and information that have not been publicly disclosed for their own benefit or for the benefit of third parties.

In the event of a violation of the obligations set out in this article, the Contracting Authority will have the right to withdraw from this agreement.



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The Contracting Authority nevertheless retains the right to order, at its own discretion and as an alternative, the suspension of services until resolution of the violation, without prejudice to compensation in its favour of any damage connected to the suspension and with exclusion of any compensation or indemnity in favour of the contractor.

#### **Article 9 - (Responsibilities)**

Without prejudice to compensation for any further damage, the Contractor is responsible towards the Contracting Authority for full execution of the services assigned.

The Contractor is responsible for loss suffered by the Contracting Authority attributable to the former's personnel, in the case of performance of on-site activities and shall therefore adopt all measures and safeguards necessary, with the obligation of management thereof, in order to guarantee safe conditions and accident-prevention measures for all operations connected to the agreement.

The Contractor undertakes to compensate the Contracting Authority for any damage, and loss or destruction of assets under its ownership directly attributable to the Contractor and/or its sub-contractors and/or sub-suppliers.

The Contractor must indemnify and hold the Contracting Authority free from any liability for damage to persons or property that may arise as a consequence of this agreement and against all legal actions deriving from requests for compensation submitted to the Contracting Authority or from the third-party subject to damage.

Furthermore, the Contractor undertakes to respond to and release the Contracting Authority from any claim for compensation submitted by relative bodies or third parties, including employees of the Contractor and/or sub-supplier or the Contracting Authority itself, via judicial or out-of-court application on any basis deriving from or in any case connected to execution



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of this Contract, except in the case that the actions and/or omissions were caused directly by the Contracting Authority.

The Contractor shall respond directly and release the Contracting Authority from any responsibility or burden of any nature deriving from violation by the Contractor, and/or its sub-suppliers, or laws, decrees, regulations, and provisions from local authorities, connected, and in any case, deriving from execution of this Agreement.

**Article 10 - (Collaborative Supervision)**

The Contractor undertakes to observe and promote application, without any reserve, of the Collaborative Supervision Protocol for Italian participation in EXPO 2025 Osaka, signed between the National Anti-Corruption Authority and the Contracting Authority on 25 October 2022, including the corrigendum, which, upon signing of this Agreement, is expressly, fully and unconditionally accepted, along with the clauses indicated below in this article:

- Clause 1 "The contractor or the subcontractor, in the case of subcontracting, undertake to promptly notify the judicial authorities of any attempts at extortion that may have been made, in any way, against person(s) belonging to the "supply chain", the contractor, the corporate bodies or the company's managers. The aforementioned requirement is fundamental to the execution of the contract, and non-compliance shall result in the express and automatic termination of the contract, pursuant to Article 1456 of the Italian Civil Code, at any time that precautionary measures are ordered or there is an indictment for the crime of malfeasance in office referred to under Article 317 of the Italian Criminal Code, in respect of public administration officials that have exercised functions relating to the awarding, drafting and execution of the contract";



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- Clause 2 "The Commissioner or the contractor, in the case of subcontracting, undertake to avail themselves of the express termination clause referred to in Article 1456 of the Italian Civil Code whenever a precautionary measure has been ordered against the contractor or the members of the corporate structure, or the managers of the company with specific functions relating to the award, stipulation and execution of the contract, or if an indictment has been issued for any of the offences referred to in Article 321 of the Italian Criminal Code with regard to the articles 318, 319, 319-bis, and 320 of the criminal code, as well as for the crimes pursuant to articles 319-quater, paragraph 2, 322, 322-bis, paragraph 2, 346-bis, paragraph 2, 353 and 353-bis of the criminal code".

**Article 11 - (Guarantees and Insurance)**

As a guarantee of correct execution of the services, the Contractor has set up a specific guarantee, established in the form of surety \_\_\_\_\_ no. \_\_\_\_\_ on the date \_\_\_\_\_ issued by the company/institute \_\_\_\_\_ at the agency/branch in \_\_\_\_\_, for an amount of € \_\_\_\_\_, with duration until \_\_\_\_\_.

The Contractor has also presented the following insurance policy carrying reference no. \_\_\_\_\_, signed on \_\_\_\_\_ issued by the company/institute \_\_\_\_\_ at the agency/branch of \_\_\_\_\_, for an amount of € \_\_\_\_\_, covering civil responsibility for possible injury or damage caused by him/her/itself to persons and/or property of the Contractor itself, of the Contracting Authority, of the Pilot Administration or of third parties (including employees of the Contractor and/or sub-contractor and/or sub-supplier, or of the Pilot Administration or third parties), in execution of the services covered by this contract.



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It is noted that the Contractor expressly undertakes to present proof of renewal of the aforementioned policy until the expiry of this contract.

**Article 12 - (Checks and supervision on execution of the contract)**

The Contracting Authority reserves the right to perform checks and inspections at any time, also without prior notification, to ensure full observance of all provisions contained in this Agreement, in the contractual documents attached, and in the Tender Specifications.

The Contractor therefore undertakes to provide the utmost collaboration to allow performance of the aforementioned checks and inspections by the Contracting Authority.

If, following such checks, non-fulfilment of obligations or non-conformities in relation to contractual provisions are identified, without prejudice to the measures set out regarding penalties, as well as those regarding termination of the contract and compensation of any further damage, the Contractor shall proceed to resolve the issues identified, entirely and exclusively at its own cost, within the period set by the Contracting Authority, with failure to do so resulting in application of the penalties defined in the Tender Specifications.

The checks and inspections performed by the Contracting Authority, even in the case of positive outcome, do not free the Contractor from its obligations and responsibilities relative to this Contract.

In any case, the Contractor shall provide the Contracting Authority with all information, news, clarifications, data, deeds and documents useful in verifying full observance of the obligations assumed with this Agreement.

Verification of compliance of services provided, aimed at checking correspondence, in terms of quantity and quality, with the provisions set out in the contractual documents, will be launched by the Contracting Authority following completion of the contractual services





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observing the terms indicated in the Tender Specifications.

**Article 13 - (Sub-contracting)**

During the offer phase, the Contractor has declared that it will not engage sub-contractors.

**[ALTERNATIVE]**

During the offer phase, the Contractor has declared that it wishes to sub-contract the following services: \_\_\_\_\_.

These services may be sub-contracted, subject to authorisation from the Contracting Authority, under the conditions and with the limits and procedures set out in the Tender Rules.

The Contractor must apply the same prices on the basis of which the contract was awarded also to services assigned to sub-contractors, with no more than a 20% reduction.

The Contractor remains in any case responsible in relation to the Contracting Authority for execution of the activities subject to sub-contracting, releasing the Contracting Authority from any claim from the sub-contractors or requests for compensation of damage submitted by third parties consequent to execution of the sub-contracted works.

Sub-contracting is subject to the following conditions:

- the Contractor must submit a valid copy of the original sub-contracting agreement to the Contracting Authority at least twenty days prior to the date when the execution of the relevant services effectively starts;
- the Contractor must attach a declaration to the aforementioned sub-contracting agreement certifying the absence of any forms of control or connection with the sub-contractor company;
- along with submission of the agreement, the Contractor must send the document certifying that the sub-contractor satisfies the qualification requirements defined by the rules



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for execution of the sub-contracted services, and declaration of the sub-contractor regarding absence of general reasons for exclusion;

The Contractor shall send, within 20 days of the date of each payment made to it, a copy receipt for the relative payment made to the sub-contractor.

#### **Article 14 - (Penalties)**

The Contractor shall completely fulfil all contractual obligations contained in this document and in the attached contractual documents.

As a guarantee of the correct and prompt fulfilment of the Contractor's obligations under this agreement, the Contracting Authority will apply, without prejudice to the right to compensation for further damage, the penalties established and described in the Tender Specifications.

In all cases of late or incomplete fulfilment, verified by the Contracting Authority in relation to the obligations under this agreement and/or the time frames and methods for performing a service on the basis of the service provisions and/or orders, the Contracting Authority will apply the penalty established by the Tender Specifications.

In the event that the late and/or incomplete fulfilment leads to application of penalties for an amount greater than 10% of the net contract amount, the Agreement shall be legally terminated, without prejudice to the right of the Contracting Authority to claim damages from the Contractor.

Penalty amounts will be subtracted from payments. Alternatively, the Contracting Authority will seize the guarantee under the terms of Article 11, up to the corresponding amount.

#### **Article 15 - (Recovery of damages)**

The Contracting Authority has the right, should the Contractor or a third party executing this assignment fail, also partially, to provide the services covered by this agreements, to engage



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another party, without additional formalities, for the partial or complete execution of the portion omitted by the Contractor or third-party sub-contractor, to which the relative costs and eventual damage will be charged.

In the case of termination of the agreement for factors attributable to the Contractor, the Contracting Authority reserves the right to assign execution of necessary activities to third parties for the full completion of the activities covered by this agreement.

The Contracting Authority may use the guarantee under the terms of Article 11 for recovery of damages, up to the maximum guaranteed amount, for any further costs incurred for completion of the service.

In the above circumstances, the Contracting Authority will have the right to defer payment of amounts due at the time of termination whilst it calculates the damages to be compensated by the Contractor, and to offset the relative amounts as applicable. Recovery of damages does not free the Contractor from civil, criminal or administrative liability applicable to it by law.

**Article 16 - (Termination and express termination clause)**

The Contracting Authority will have the right to terminate the Agreement, providing that the Contractor has not acted on the formal notice, that must be communicated by the Contracting Authority with no less than fifteen (15) days' notice via certified email, in the following cases:

- a) non-fulfilment of the provisions of the Contracting Authority regarding time frames or cases of failure to comply with injunctions or formal notices issued, within the terms set by such measures;
- b) evident incapability or unsuitability, also solely of a legal nature, in performance of the services;



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a) the contract has undergone a substantial change, meaning a considerable alteration of the essential elements of the contract originally agreed;

b) the Contractor has encountered one of the situations that would have led to exclusion from the tender procedure as identified in the application form;

c) the conditions referred to in Article 6, para. 2 of the Vigilance protocol are met.

Legal termination applies following unilateral declaration from the Contracting Authority, to be made via communication with record of delivery (e.g.: fax, telegram, registered letter with proof of receipt or certified email).

The Contracting Authority reserves the right to terminate the agreement in the event that the total amount of penalties deriving from single or repeated application of the clauses set out in the Tender Specifications exceeds 10% of the contract value, or in the case of serious non-fulfilment of contractual obligations by the Contractor.

In the event of termination of the contract, the Contracting Authority shall enforce the guarantee under the terms of Art. 11, without prejudice to the Contracting Authority's right to act to achieve resolution of issues as well as to proceed with recovery of damages from the Contractor. The right to claim for further damages remains.

The Contractor is always held to compensate any damage attributable to it.

Upon termination, the Contracting Authority will also withhold all amounts still due for activities regularly and correctly performed to offset against compensation for all direct and indirect damage resulting from the non-fulfilment, including increased costs for relaunch of the tender procedure.

The Contractor acknowledges that the assignment is subject to complete and absolute compliance with Italian anti-Mafia legislation. Specifically, definitive or temporary actions must



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not have been launched that define preventive measures or prohibitions, suspensions or forfeitures in relation to the aforementioned legislation regarding the legal representative and members of the administrative body of the Contractor, nor may there be pending proceedings for application of such provisions, nor sentences affecting its capability to execute contracts with the Public Administration. The Contractor, expressly waiving the right to raise any exception in this regard, accepts that in the event that, during the duration of this agreement, measures are issued as per the previous point, the agreement is legally terminated, without prejudice to the Contracting Authority's right to apply for compensation of any damages. The Contractor declares to assume the obligations of this article also on behalf of all sub-contractors and sub-suppliers.

In the event that execution of the agreement has already begun, Invitalia, from the start of execution, and without prejudice to all other right under law and the Agreement, reserves the right to declare termination of the agreement if any of the declarations and guarantees issued by the Contractor for participation in the tender is found to be false, incomplete, incorrect or inaccurate. Legal termination applies at the moment in which the Contracting Authority communicates its intention to activate termination under the terms of this article to the Contractor via certified email or registered letter with proof of receipt.

Following termination of the Agreement, the Contractor shall compensate, indemnify and hold the Contracting Authority harmless in relation to all costs, expenses, loss, liabilities or other burdens, where demonstrated that the situation would not have occurred if the aforementioned declarations and guarantees issued by the Contractor had been truthful, complete, correct and accurate.

On finalisation of the Agreement, the documentation in possession of the Contracting



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Authority must be provided with the certifications required by law. In the event that such certifications have not yet been acquired by the appointed Bodies, the Contracting Authority reserves the right to terminate the Agreement if these, after being received with a delay, demonstrate non-compliance with legal requirements.

#### **Article 17 - (Withdrawal)**

The Contracting Authority will have the irrevocable right to fully or partially withdraw from this Agreement at any time, with prior notice of at least \_\_\_\_ (\_\_\_\_) consecutive calendar days, and reserving the right to utilise the product of services provided up to the moment of withdrawal.

In such cases, the Contractor has the right only to payment of the services performed up to the moment of withdrawal and considered compliant as per the verification report prepared by Invitalia, for costs incurred by the Contractor, as well as an indemnity of 10% (ten percent) of the fee relative to the remaining services. The Contractor hereby waives any the right to claim for compensation or any other remuneration or indemnity and/or reimbursement of costs.

From the date of communication of withdrawal, the Contractor shall cease all contractual services, ensuring that such cessation does not cause any damage to the Contracting Authority.

The Contracting Authority also has the right to partially or fully withdraw from the agreement at any time and whatever stage of execution has been reached, without prior notice and without any obligation to indemnify the Contractor, in the event of circumstances that compromise the relationship of trust underlying the Agreement, or (solely as an example) in the case of submission against the Contractor of a claim under the terms of bankruptcy law or





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**Article 21 - (Code of ethics)**

The Contractor undertakes to perform the activities covered by this agreement in full compliance with and complete observance of the principles contained in the Italian Code of Conduct for Public Employees, adopted with Italian Presidential Decree no. 62 of 16 April 2013, and in the Code of Ethics adopted by the Central Purchasing Body that the Contractor declares to be fully aware of and accept and which is available in its full version at <https://ingate.invitalia.it/>.

**Article 22 - (Confidentiality)**

The Contractor undertakes to maintain the strictly confidential nature of all projects, products, specifications, and information of a technical and technological nature encountered during execution of the Agreement and to refrain from making use of such elements outside of the Contract. The Contractor will be liable in this regard also for its personnel and any subcontractors and will adopt measures and precautions required to guarantee that these parties also fully observe these obligations.

All documents and products handed over by the Contracting Authority to the Contractor, and those that the latter creates and prepares, remain exclusive property of the Contracting Authority and must be returned to the Contracting Authority on completion of the services.

On the basis of payment of the fee agreed under the terms of this Contract, the Contracting Authority shall retain exclusive ownership of all property rights and/or usage and economic rights for products and documents prepared, as well as all work performed by the Contractor, its employees and collaborators in the context of performance of the activities covered by this Agreement.

Therefore, the Contracting Authority shall have the right to full and exclusive usage of the



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products and documents prepared and the results of the activities assigned on the basis of this Agreement, and are free to implement variants, changes and other actions of any nature where considered necessary, without the possibility of any exception being raised of any kind.

The Contractor shall guarantee to the Contracting Authority that, upon handover of the commissioned products to the latter, all parties that have collaborated in any way in realisation of such products have provided prior and unconditional release and consent, as far as applicable, to the technical, economic and commercial use of the products, in the entirety and/or of each individual component.

The Contractor is also strictly prohibited from using data provided by the Contracting Authority and/or use its name in dealings with other clients, unless with express written authorisation. The Contractor is strictly prohibited from issuing press releases and/or announcements regarding the content of the Agreement or parts thereof, unless with written authorisation from the Contracting Authority.

### **Article 23 - (Patents and authors' rights)**

The Contractor assumes all responsibility resulting from use of devices or adoption of technical solutions or solutions of another nature that violate patent or authors' rights or property rights of others generally.

The Contractor, in any case, undertakes to indemnify the Contracting Authority from any action launched by third parties in relation to claimed intellectual property rights on products, materials, documents, intellectual property, intellectual creations and other material prepared or created by the Contractor, as well as for any other action launched by third parties regarding illegitimate use of such intellectual works.



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In the event of legal action undertaken in relation to the Contracting Authority or any claim or request for compensation or indemnity received, also of an extra-judicial nature, from third parties holding rights over products created, the Contractor hereby releases and indemnifies the Contracting Authority, assuming all connected and consequent charges itself, including those relative to damage, and judicial and legal costs that the Contracting Authority may incur.

The Contracting Authority undertakes to promptly inform the Contractor in writing of any legal or out-of-court actions as described in the previous paragraph. In the event of legal action, the Contracting Authority, without prejudice to its right to compensation for damage in the case of a valid claim, has the right to declare legal termination of the Agreement, recovering and/or reclaiming the fee paid.

#### **Article 24 - (Costs, taxes and fees)**

The following shall be paid by the Contractor without reimbursement:

- a) costs for publication in official channels of the Notice and other tender documentation;
- b) contractual costs and all costs for stamp duty and registration of the copy of the agreement;
- c) fees and other charges due, directly or indirectly connected to execution of the activities;
- d) costs, taxes, administrative charges and fees relative to finalisation and registration of this Agreement.

Taxes and any other charges applicable directly or indirectly to the services covered by the Contract remain payable by the Contractor.



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This Contract is subject to value-added tax (VAT). VAT is governed by law. All amounts cited in this Contract should be understood as excluding VAT and welfare and pensions contributions.

**Article 25 - (Personal Data)**

The Parties declare that, under the terms of Regulation (EU) no. 679/2016, they are reciprocally informed on the use of personal data that will be handled in the context of processing with automatic or manual means solely for the purposes of this Agreement.

Furthermore, the Parties declare that the data provided with this Agreement are accurate, and release one another from any liability for material or manual compilation errors, or errors deriving from inaccurate association in digital or paper archives. In application of the indicated regulations, such processing will be performed based on principles of correctness, lawfulness and transparency and in observance of security regulations.

**Article 26 - (Disputes and court of jurisdiction)**

The Parties are held to first attempt every possible solution to reach an amicable settlement to any disputes.

Any dispute that may arise in relation and with reference to the execution of the tender agreement, including those of a non-contractual nature, related to or associated with the latter, shall be resolved by arbitration based on the Milan Arbitration Board Regulation. The Board shall comprise three arbitrators, appointed in accordance with this Regulation, and pursuant to the last section of paragraph 3 of Article 2 of the New York Convention of 10 June 1958, namely the "Convention on the Recognition and Enforcement of Foreign Arbitral Awards".



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The Arbitration Board shall decide according to Italian Law. Arbitration will be conducted in Rome. Arbitration will be conducted in English.

**Article 27 - (General provisions and reference legislation)**

The provisions of this agreement supplement, and if contradictions occur, override those present in the Tender Specifications.

Signing of the agreement by the Contractor is a declaration of full knowledge of the laws, regulations and all applicable legislation on service contracts.

Interpretation of the contractual clauses and provisions of this contract must take into account its aims and must occur in good faith between the parties.

For all aspects not set out in this contract, reference should be made to applicable laws, regulations and legislation.

This agreement, composed of \_\_\_\_\_ pages, will only be registered in case of use.

**READ, APPROVED AND SIGNED**

Date and location \_\_\_\_\_

<b>The Contractor</b>	<b>The General Commissioner of Section for Italy for EXPO 2025 Osaka</b>
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The Contractor declares that all parts of this document have been carefully analysed and evaluated and, therefore, with signature of the agreement below expressly confirms and accepts in writing all clauses indicated below, as well as the clauses contained in legal provisions and regulations mentioned in this document:

- Art. 4 - (Terms and duration of the agreement)
- Art. 7 - (Fee, methods of payment and invoicing)



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- Art. 9 - (Responsibilities)
- Art. 10 - (Collaborative Supervision)
- Art. 14 - (Penalties)
- Art. 15 - (Recovery of damages)
- Art. 16. (Termination and express termination clause)
- Art. 17 - (Withdrawal)
- Art. 18 - (Tax compliance)
- Art. 19 - (Prohibition to transfer the contract – Transferring receivables)
- Art. 21 - (Code of ethics)
- Art. 22 - (Confidentiality)
- Art. 23 - (Patents and authors' rights)
- Art. 26 - (Disputes and court of jurisdiction)

**The Contractor**