

**CONTRACT**

The Italian ENEA Agency for le nuove tecnologie, l'energia e lo sviluppo economico sostenibile, hereinafter called ENEA, domiciled in Rome - Lungotevere Grande Ammiraglio Thaon di Revel, 76, Rome, Italy, tax registration no. 01320740580 and VAT no. 00985801000, represented by the Responsible Of Radiation Protection Institute dr.ssa Elena Fantuzzi , of the one part, and the Thermo Fisher Scientific Messtechnik GmbH, domiciled in Frauenaauracher Straße, 96, 91056 Erlangen, Germany, Tax Number 216/116/70033, V.A.T. registration no. DE 811 649 375, represented by its Legal Delegate, of the other part, have agreed as follows:

**ART. 1 - SUBJECT MATTER OF THE CONTRACT**

Thermo Fisher Scientific Messtechnik GmbH undertakes to perform this contract, with the own organization and at own risk, of which the subject matter is preventive maintenance and calibration service on-site for two TLD reader model 6600 and 6600 plus installed at ENEA IRP-DOS in Bologna (Italy), on the condition set out below at following art.2.

The Service contract covers expenses related to preventive maintenance work. System operation shall be verified against factory specification.

One preventive maintenance visit per year (in total 3 visits) – one day on-site includes: travel costs, air fares, per diem, firmware updates, consumables.

Repair visit and spare parts are not included in this contract.

The assistance on-site consists in one visit per year, that shall be agreed with ENEA RESPONSIBLE OFFICER. At the end of each visit, a technical report shall be signed from THERMO FISHER SCIENTIFIC MESSTECHNIK GMBH technician and ENEA RESPONSIBLE OFFICER.



## ART. 2 – DOCUMENTS AND CONTRACTUAL CONDITIONS

The work is performed following the condition in the document below:

- Patto di integrità;
- Offer by Thermo Fisher Scientific Messtechnik GmbH.

The Thermo Fisher Scientific Messtechnik GmbH declares to know and to accept the above documents in all their parts that they are included in the contract and signed by Parties. These documents attached to this contract are integral and substantial part of the contract itself; declares in addition to know and accept in full and undertakes to comply with the "Three-Year Plan for the Prevention of Corruption" in force in ENEA and the Code of Conduct for employees ENEA published on the corporate website [www.enea.it](http://www.enea.it) Sezione Amministrazione Trasparente and undertake to adapt corporate conduct of its employees to the information contained therein.

## ART. 3 – FORM AND AMOUNT OF THE PAYMENT

The contract shall be performed on a lump-sum basis.

The amount for each year of service is fixed in € 3.939,00 (three thousand nine hundred thirty-nine/00).

The total amount of the contract, for the duration of the same, amounts to Euro 11.817,00 (eleven thousand eight hundred seventeen/00), VAT excluding.

## ART. 4 – CONTRACT DURATION

The contract duration will be for three years from the signature of the contract, with unilateral termination right by ENEA, without any additional charge, with at least a three-month written advance notice to Thermo Fisher Scientific Messtechnik GmbH. In this circumstance, ENEA will be obliged to



correspond to Thermo Fisher Scientific Messtechnik GmbH only the amount related to the activities carried out until the termination date without any other form of reimbursement.

#### **ART. 5 - FINANCIAL PROVISIONS**

There will be no money anticipation, pursuant to art. 5 of Decree March 28, 1997 n. 79, converted into Law 28 May 1997. 140.

Payment will be made against invoices presented to ENEA by Thermo Fisher Scientific Messtechnik GmbH after each assistance and shall be effected by ENEA by bank transfer 30 solar days from the approval of the ENEA Responsible officer. The total payment for this contract is € 11.817,00 (eleven thousand eight hundred seventeen/00), VAT Excluded.

Original Invoices, will be addressed and send to *ENEA Agenzia nazionale per le nuove tecnologie, l'energia e lo sviluppo economico sostenibile - Centro Ricerche ENEA Bologna, ISER/AMBOL - Via Martiri di Monte Sole 4, 40129 Bologna (BO) Italy*. The invoice shall also bear the following information:

- CIG code: **Z313995701**.

- Ref.: **005/2023/ABSBOL**.

Invoices will be sent to ENEA by a licensed delivery service.

All the documents, concerning the present contract, ENEA will send to Thermo Fisher Scientific Messtechnik GmbH by a licensed delivery service to the following address:

Thermo Fisher Scientific Messtechnik GmbH Frauenaucher Straße, 96, 91056 - Erlangen, Germany.

#### **ART. 6 – PENALTIES**

For each failure to provide the service or daily fractions in proportion to it,



will incur a penalty of 0,1% of the contract price. The total amount of penalties shall not exceed 5% of the total amount of the contract.

The application of any penalties must be in writing to the attention of the Company. In case of repeated non-compliance will be assessed and unquestionable right ENEA solve its policy without the Company can claim compensation of any kind. The resolution will result in compensation from the contractor of the Company of any major expenditure.

#### **ART. 7 - RESPONSIBLE OFFICERS**

##### **ART. 7.1 – ENEA RESPONSIBLE OFFICER**

Pursuant to art. 31 of Legislative Decree no. 50/2016 and subsequent amendments the Responsible Officer for Procedures is designated in the person of Dr.ssa Francesca Mariotti and she will be also Responsible Officer for Execution of the contract. Responsible Officer for Execution may, if necessary, appoint technical staff to delegate the carrying out of an activity or activities that may be necessary during the execution of the service.

##### **ART. 7.2 - THERMO FISHER SCIENTIFIC MESSTECHNIK GMBH RESPONSIBLE OFFICER**

Thermo Fisher Scientific Messtechnik GmbH shall communicate ENEA its responsible officer for execution of the contract. He is obliged to organize, to plan and to be in charge for the furniture having regard to the present contract, the technical documents and possible requirements of the ENEA Responsible Officer.

#### **ART. 8 - ACTIVITIES OF THERMO FISHER SCIENTIFIC MESSTECHNIK**

Thermo Fisher Scientific Messtechnik GmbH guarantees that no person carrying out work on its behalf, either as a direct employee, consultant or in

any other form, including persons having any interest in the activities of Thermo Fisher Scientific Messtechnik GmbH is an employee of ENEA, even if on leave of absence.

Thermo Fisher Scientific Messtechnik GmbH takes note that, should a breach of these stipulations be proved, the contract may be terminated on notification by ENEA without any further obligation on the part of ENEA towards activities already performed and without prejudice for ENEA to claim damages deriving directly or indirectly from the termination of the contract.

#### **ART. 9 – SUBCONTRACTING**

The activities that the Company has indicated in the tender for this purpose can not be outsourced.

#### **ART. 10 – ASSIGNMENT**

Thermo Fisher Scientific Messtechnik GmbH can not assign the rights and obligations arising from the contract in whole or in part. This provision shall not apply on the case of a merger of Thermo Fisher Messtechnik GmbH.

#### **ART. 11 – TAXES**

Thermo Fisher Scientific Messtechnik GmbH shall be the responsible for all taxes relating to this Contract that may be applicable in Germany. ENEA shall be the responsible for VAT, in accordance with the Italian law.

#### **ART. 12 – CONTRACT TERMINATION**

The contract will be terminated, in the following circumstances:

- a) ENEA has evidence or seriously suspects the Thermo Fisher Scientific Messtechnik GmbH or any related entity or person, of fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the Communities' financial interest;



- b) Where the Thermo Fisher Scientific Messtechnik GmbH is being wound up, is having his affairs administrated by the courts, has entered into an arrangement with creditors, has suspended business activities, is subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- c) when to Thermo Fisher Scientific Messtechnik GmbH or any related entity or person, it is given off a measure as it is established by art. 3 of the Law n.1423 on December 27, 1956;
- d) verified noncompliance with the obligations relating to the payment of social security contributions and welfare and the payment of taxes in accordance with the provisions of the law provided by Germany;
- e) when activities are stopped causing serious damages to ENEA;
- f) subcontract is not authorized by ENEA or does not comply with laws and regulations of the contract;.
- g) when services are not in conformity with the present contract, in case they are of material nature;
- h) reiterated failures, in case they are of material nature;
- i) where Thermo Fisher Scientific Messtechnik GmbH is in breach of his obligations under Article 8;
- j) where Thermo Fisher Scientific Messtechnik GmbH was guilty of misrepresentation in supplying the information required by ENEA;
- k) failure to comply with the clauses contained in the Integrity Pact;
- l) violation for any reason, by the employees and associates of the Company, of the obligations arising from the Code of Conduct of ENEA

employee behavior.

In all these circumstances ENEA will be obliged to correspond to Thermo Fisher Scientific Messtechnik GmbH only the amount related to the activities carried out until the termination date deduced possibly penalties and costs.

As a consequence of the contract termination, ENEA may claim compensation for any damage suffered and extra costs. The termination of the contract will also escheat by ENEA of the caution deposit, to pay damages by the Company, as well as any further and higher spending.

#### **ART. 13 – CROSS-REFERENCE ARTICLE**

For any other question that is not clearly stated in this contract, the documents in the previous article 2 will be taken as reference as well as national legislation or regulations.

#### **ART. 14 - EXCLUSION OF ARBITRATION**

The arbitral jurisdiction is excluded from this contract.

#### **ART. 15 - COMPETENT COURT**

Any dispute between the parties that cannot settle amicably the dispute shall be brought before the Court of Justice of Rome.

#### **ART. 16 – DATA PROTECTION**

Any personal data included in or relating to the Contract, including its execution, shall be processed pursuant to Regulation D.Lgs. 196/2003 on the protection of individuals with regard to the processing of personal data by ENEA. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by ENEA, without prejudice to possible transmission to its internal audit services or other public and/or private entities to comply with national laws and for the purposes of



safeguarding the financial interests of the ENEA. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to the ENEA Responsible Officer for the Data dr.ssa Francesca Mariotti, Via Martiri di Monte Sole, 4, 40129 Bologna (BO) Italy. Italy – Phone number +39-051-60983664, email: [francesca.mariotti@enea.it](mailto:francesca.mariotti@enea.it).

#### ART. 18 – FORCE MAJEURE

Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such circumstance as flood, fire, earthquake and other acts of God as well as war, military operations, blockade act and other circumstances beyond the parties control that have arisen after the conclusion of the contract. In this case the time stipulated for the performance of an obligation under the contract is extended correspondingly for the period of time of action of these circumstances and their consequences. The party for which the performance of obligation became impossible shall immediately notify the other party in written form, of the beginning, expected time of duration and cessation of above circumstances. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

Read, approved and signed.

FOR ENEA

Firmato digitalmente da:Elena Fantuzzi  
Organizzazione:ENEA/01320740580  
Motivo:Responsabile Istituto di  
Radioprotezione  
Data:16/03/2023 13:11:44



FOR THERMO FISHER SCIENTIFIC MESSTECHNIK GMBH

**Thermo Fisher Scientific**  
Messtechnik GmbH  
Frauenauracher Str. 96 · 91056 Erlangen

8  i.A. S. 

I the undersigned Hartmut Krellmann, Legal Delegate of Thermo Fisher Scientific Messtechnik GmbH, declare to have detailed and perfect knowledge of all the contractual clauses and enclosed documents. Furthermore, he declares to accept all the conditions and terms of the contract and in particular declares to approve in details the clauses and terms of the following articles 4, 5, 6, 8, 9, 15, 16 and 17 of the present contract.

Date,

FOR Thermo Fisher Scientific Messtechnik GmbH



Thermo Fisher Scientific  
Messtechnik GmbH  
Frauenauracher Str. 95 - 91058 Erlangen

