



Annex # 1

Request of participation and acceptance of the bid conditions and consent to data processing according with art. 13 D.Lgs. no. 196/2003

To:
Centro Estero per l'Internazionalizzazione S.c.p.a.
Corso Regio Parco 27, TORINO, ITALY

Object: Business development in IRAN

I the undersigned, born in (place)
on (date), citizenship, resident in
passport issued by, number, as legal representative
(or other: specify) of the (company)
with registered offices in, address.....
VAT No. Tel. No. Fax No.
e-mail (hereinafter denominated "bidder"),

- under the terms and conditions of article 76 of D.P.R. no. 445/2000, and aware of the responsibility and civil and penal consequences of false declarations,
- under articles 46, 47 and 48 of D.P.R. no. 445/2000 regarding substitute declarations of certifications and affidavits;
- in order to participate to the bid in object, at the date of the offer

DECLARE

1. to have full knowledge of the public notice and related enclosures, of the other therein mentioned documents, of the rules that rule the adjudication procedure and the performance of the related contract and enclosures and undertakes to fully abide by them;
2. to have considered and evaluated all conditions that may influence the performance of the bid, the offer and the contractual conditions;
3. to be willing to participate in the request for quotation in object by CEIPIEMONTE;
4. that the legal representatives of the bidder are the following persons (name, surname, corporate office):

5. to have an operative office on site with local staff;
6. that no conditions exist that are prejudicial for the contractor to enter into public contracts for works, services and supplies, as envisaged by article 80 of D.Lgs. no. 50/2016 in its in force version, implementing art. 45, Directive CE 2004/18;
7. to have **at least 10 (ten) years of experience** at an international level in at least 3 of the following sectors: *agribusiness, aerospace, automotive, mechatronics, textile, clothing, design and luxury, cleantech and green chemistry including environment, green building, energy and renewables and related infrastructure, health & wellness, ICT applications*;
8. to master proven methods of approaching and establishing contacts with Prime/Main contractors, manufacturers of the above mentioned sectors in **IRAN**, organization of business and technical/technological meetings arrangement with one or more of their senior representatives, of mission's logistic aspects organisation and of on-site support for which the service is offered;
9. to be informed, in accordance with the purposes of D.Lgs. no. 196/2003, and to consent that the personal data herein given are processed by CEIPIEMONTE, by computer systems, only part of the procedure for which the declaration is made. The giving of personal data is optional; however, in the case of refusal, it will not be possible to participate in the selection of CEIPIEMONTE's suppliers.

Place and date _____ Signature _____

The present declaration shall be filled in and undersigned by a person with authority to sign A photocopy of the signatory's passport must be attached. Should the signature be applied by a person other than the legal representative of the bidder, a copy of the authorisation to sign as representative and a copy of a valid identity document shall also be enclosed.



Annex # 2

Technical Offer and Curriculum vitae of the work team

Object: Business development in IRAN

Fill in the chart below with the experiences based on the curriculum vitae of each of the people who make up the working group proposed.

I the undersigned, born in (place)
on (date), citizenship, resident in
passport issued by, number, as legal representative
(or other: specify) of the (company)
with registered offices in, address.....
VAT No. Tel. No. Fax No.
e-mail (hereinafter denominated "bidder"),

Please submit C.V. detailing the relevant market, sector experiences and specific expertise in **IRAN** for the target Sectors indicated below and on the basis of the requirements described in each Action/Lot of this Request for Quotation

Target Sectors:

agribusiness, aerospace, automotive, mechatronics, textile, clothing, design and luxury, cleantech and greenm chemistry including environment, green building, energy and renewables and related infrastructure, health & wellness, ICT applications

1. Specific knowledge in providing information on country facts, industry reports, technical information on the basis of the requirements specified for Action/Lot 1
Max 20 lines
2. Specific knowledge of the markets and sectors, know-how, technical expertise and previous experience on the basis of the requirements described in Action/Lot 2
Max 20 lines
3. Specific knowledge of the markets and sectors, know-how, technical expertise and previous experience on the basis of the requirements described in Action/Lot 3
Max 20 lines
4. Specific know-how, technical expertise and previous experience in event management and relationships with local stakeholders, key players and media on the basis of the requirements described in Action/Lot 4
Max 20 lines
5. Proven experience in having access to reliable information sources and providing the type of service foreseen in Action/Lot 5
Max 20 lines
6. Proven knowledge of local stakeholders, key players and potential investors/financiers. Specific know-how, technical expertise and previous experience in performing activities foreseen in Action/Lot 6
Max 20 lines

Specific knowledge of the markets, know-how, technical expertise and previous experience on the basis of the requirements described in additional Action/Lot (optional) – Please note: this point will not be evaluated
Max 20 lines



Annex # 3
Economic Offer

To:
 Centro Estero per l'Internazionalizzazione S.c.p.a.
 Corso Regio Parco 27
 TORINO, ITALY

Object: Business development in IRAN

PLEASE NOTE:

- **Economic offers higher than or equal to the tender base will be disregarded**
- **The services are payed on a “pay-as-you-go” basis. For this reason payments will be made only if the activities of the Actions/lots are performed.**

I the undersigned, born in (place)
 on (date), citizenship, resident in
 passport issued by, number, as legal representative
 (or other: specify) of the (company)
 with registered offices in, address.....
 VAT No. Tel. No. Fax No.
 e-mail (hereinafter denominated “bidder”),

BID

to perform the Services for the business development in **IRAN** for Piedmontese companies involved in the following sectors: *agribusiness, aerospace, automotive, mechatronics, textile, clothing, design and luxury, cleantech and green chemistry including environment, green building, energy and renewables and related infrastructure, health & wellness, ICT applications*

Please fill in with unit prices per each Action/lot in letters and figures, up to two decimal places. If any discrepancy occurs between the price in figures and the one in letters, the lowest between the two will be considered as your valid offer.

Action/Lot 1: Market Intelligence and Information Support. (max 8 requests)

Tender base: € 250,00 (EUR two hundred and fifty/00) + VAT if applicable -, for each request sent by CEIPIEMONTE and effectively processed by the contractor(s)

Your offer: € **Euro**
 (number) (letters)

Action/Lot 2: Incoming of foreign players (buyers, developers, contractors, clients) from IRAN. (max 8 foreign players in total).

The foreign players must be previously approved by CEIPIEMONTE. No extra expenses (e.g. travel, accomodation, meals, etc) will be paid to the contractor(s) in case he/she decides to attend the meetings in Torino-Piemonte. The contractor(s) will pay any extra-cost.

Tender base: € 900,00 (EUR nine hundred/00) + VAT if applicable -, for each foreign player actually travelling to Torino-Piemonte from the Country

Your offer: € **Euro**
 (number) (letters)



Action/Lot 3: Market Access and Business Development Support Action/Lot 3. (max 10 requests)

Tender base for full package service including Phase 1 and Phase 2: **€ 2.000,00** (EUR two thousand//00) + VAT, if applicable, for each company

The contractor is requested to detail in the financial offer the cost of Phase 1 and Phase 2.

Your offer:

Phase 1: € Euro
(number) (letters)

Phase 2: € Euro
(number) (letters)

Total your offer Action/Lot 3: € Euro
(number) (letters)

In case of business delegation including more than 4 companies, the contractor(s) agree to apply the following discount condition, as indicated in the selective procedure:

from 5 to 8 participating companies: reduction of 15% for each company;

More than 8 participating companies: reduction of 20% for each company.

Action/Lot 4: On-site Visibility campaign and promotional event management. (max 1 event)

Tender base for full package service : **€ 5.000,00** (five thousand/00) + VAT, if applicable. .

Your offer € Euro
(number) (letters)

Action/Lot 5: Business Credibility reports. (max 6 requests)

Tender base: **€ 250,00** (two hundred and fifty/00) + VAT, if applicable

Your offer: € Euro
(number) (letters)

Action/Lot 6: Investor/financiers identification.” (max 2 requests for identification of potential investors)

In case of request for organization of on.site event with b2b with potential investors/financiers, direct costs related to technical services, venue, catering and consumables will have to be estimated separately.

Tender base: **€ 2.000,00** (two thousand/00) + VAT, if applicable, for each, investor confirmed by CEIPIEMONTE on the basis of the profiles submitted by the contractor

Your offer: € Euro
(number) (letters)

Place and date _____ Signature _____

The present declaration shall be filled in and undersigned by hand by a person with power of signature, and be completed with a photocopy of the signatory's passport or valid identity document. Should the signature of which above be applied by a person other than the legal representative of the bidder, a copy of the authorisation to sign as representative and a copy of a valid identity document shall also be enclosed.



Annex to the economic offer

Additional Action/Lot – optional – Business Accelerator Support.

The additional Action/Lot is divided into 3 different Sub-Actions. The contractor able to provide these services and interested to submit an estimate of costs is requested to detail costs for each service package described above and mentioned below.

This Action/lot and related financial offer will be taken into consideration exclusively for informational purposes **and will not be part of the technical and financial evaluation** of this Request for Quotation.

Please indicate cost + VAT if applicable for each sub-actions request:

a) On site specialized support (Temporary Manager)

€

b) “Your office at...”

€

c) Store/Show Room Start-up...”

€

Place and date _____

Signature _____



Ann. #4
Draft of Framework Contract

BUSINESS DEVELOPMENT IN IRAN

for Piedmontese companies involved in the following sectors: agribusiness, aerospace, automotive, mechatronics, textile, clothing, design and luxury, cleantech and green chemistry including environment, green building, energy and renewables and related infrastructure, health & wellness, ICT applications
between

Centro Estero per l'Internazionalizzazione Scpa, hereinafter denominated "CEIPIEMONTE"
with registered office in Corso Regio Parco 27, 10152 TORINO, VAT No. 09489220013
represented by the General Manager, Mr. Giuliano Lengo

and

(NAME OF CONTRACTOR), hereinafter denominated the "Contractor",
with registered office in (ADDRESS) (TOWN), VAT No. (VAT NO.)
represented by the Legal Representative Mr./Mrs.....

Foreword

Centro Estero per l'Internazionalizzazione S.c.p.a. (Piemonte Agency for Investments, Export and Tourism, hereinafter "CEIPIEMONTE") was established under Regional Law no. 13/2006 in order to rationalize and coordinate the measures aimed to support the internationalisation of Piemonte SMEs and regional economy. Regione Piemonte (Piemonte Regional Authority), in agreement with the Chambers of Commerce, Industry, Trade, Handicraft and Agriculture of Piemonte, promoted a unification process of the entities previously responsible for these functions and set up CEIPIEMONTE, which since 2007 has been operating, as mandated body of its Members. CEIPIEMONTE is one-stop-shop "Help Office" specialized in: (i) providing customised assistance to SMEs active in a wide range of sectors for their market access and business development operations; (ii) developing investment Promotion activities.

CEIPIEMONTE is the implementing agency of Regione Piemonte for internationalization; most activities are developed under the framework of the so-called "PIF" – Progetti Integrati di Filiera (Integrated Sector Projects) financed by Regione Piemonte through the ERDF – European Regional Development Fund POR FESR 2014-2020

Target sectors (hereinafter referred to as "the Sectors"):include :

- Agribusiness
- Aerospace
- Automotive
- Mechatronics
- Textile
- Clothing, Design and Luxury
- Cleantech and Green chemistry including environment, green building, energy and renewables and related infrastructures
- Health & Wellness
- ICT applications and innovative solutions for the above mentioned Sectors

Art. 1. - Subject and actions to be performed by the contractor

1.1 The Contractor undertakes to perform the business development activities indicated below in favour of Piedmontese companies (hereinafter "Beneficiary Companies") based upon CEIPIEMONTE's selection and written request to the Contractor.

- Action/Lot 1: Monitoring of market opportunities, market intelligence and information support;
- Action/Lot 2: Identification and incoming of foreign players (buyers, developers, contractors, clients);
- Action/Lot 3: Market Access and Business Development Support involving the following Phases: Phase 1:- Feasibility assessment and Partner Search; Phase 2 (subsequent to Phase 1):- Organization of B2B agenda and Follow-up;
- Action/Lot 4: On site Visibility campaign and promotional event management;
- Action/Lot 5: Business Credibility reports;
- Action/Lot 6: Investor/financiers identification..." - involving Identification of potential investors and possible organization of meetings with potential investors.



- 1.2 The Contractor acknowledges that the Services to be performed under this agreement depend upon the request of the Companies involved. CEIPIEMONTE undertakes no obligation on the minimum and maximum number of Beneficiary Companies requesting for the Services and attending the technical/technological/business missions. In case no company is assisted in any of the above services, no payment will be provided. The services will be payed on a “pay-as-you-go” basis.
- 1.3 The Contractor acknowledges and accepts that the Request for Quotation ref. 426/LEG, dated September 25th 2017, is meant to select more than one contractor. For this reason, the single Actions/lots included in the Request might be assigned to different contractors among the ones selected.

1.3.1. Market Intelligence and Information Support Monitoring of market opportunities, market Intelligence and Information support on market and sector trends, key events and players, follow-up of initiatives.

The Contractor will perform the following activities:

- analyze and provide economic and statistical data on market and sector trends, Foreign Direct Investments from and in the Country/ies and provide country facts and industry short reports to CEIPIEMONTE;
- provide information on key events taking place in the Country/ies which are significant for CEIPIEMONTE and the Sectors indicated in this request for quotation;
- provide Information on local incentives for business and/or investment operations, project financing opportunities deriving from projects in pipeline financed by public entities, namely national and/or international donors, as well as private financiers, local legislation on such technical subjects as: corporate law, fiscal and customs procedures.

1.3.2. Identify and invite to Torino-Piemonte qualified buyers from the Country in order to meet Piedmontese companies potentially matching their needs.

The Contractor will perform the following activities:

analysis of the products and services offered by Piedmontese companies in the following sectors: Agribusiness; Aerospace; Automotive; Clothing, Design and Luxury; Cleantech and Green chemistry including environment, green building, energy and renewables and related infrastructures; Health & Wellness; Mechatronics; Textile; ICT applications and innovative solutions for the above mentioned Sectors.

- identification of buyers/key players located in the Country and suggestion to CEIPIEMONTE for an invitation to Torino-Piemonte
- with the approval of CEIPIEMONTE, contacting the agreed buyers / key players and inviting them to Torino
- support to CEIPIEMONTE in the identification of needs of invited buyers/key players and in matchmaking activity (b2b agenda with Piedmontese companies)
- follow up of negotiations, contracts or any other kind of business agreements or partnerships settled among the parties as a consequence to the activities performed.

The Contractor will supply CEIPIEMONTE with a detailed report of the activities performed, all the contacts established and related critical points, best follow-up procedures to be implemented

1.3.3. In favour of the Piedmontese companies: pre-feasibility study, individual market research, positioning strategies, partner search, organization of b2bs and follow-up.

1.3.3.1. Phase 1:- Feasibility assessment and Partner Search. The Contractor will:

- analyze the global offer of all the Companies
- identify and select prospects located in the Country, as well as Primes/Main Contractors/key players/manufacturers, which may match the Piedmontese offer
- the Contractor will identify 6 potential counterparts in the Country for each attending Piedmontese company. The counterparts must be active in the local market, comply with the offer and requirements of the Piedmontese company be interested in a commercial and technical/technological cooperation
- introduce CEIPIEMONTE and his functions to prospects in the Country and the profiles of the Piedmontese Companies
- prepare a report of local counterparts contacted and verified, with feedback on the proposed profiles of Piedmontese Companies



- supply the report to CEIPIEMONTE and to the interested Piedmontese Companies for evaluation (end of Phase 1, Action/Lot 3). The Companies will subsequently choose if asking or not the Contractor to arrange b2bs in the Country with the prospects interested in meeting them for starting cooperation.

1.3.3.2. Phase 2 (subsequent to Phase 1):- Organization of b2b agendas and Follow-up. Scheduling b2bs with potential counterparts located in the Country (mission).

- CEIPIEMONTE will collect the request for B2Bs (mission) from Piedmontese companies and ask the contractor to start organising B2Bs (mission) for those Companies in the Country.
- The date of the mission will be agreed with CEIPIEMONTE.
- Once the dates for the mission have been agreed with CEIPIEMONTE, and starting from the date the contractor receives from CEIPIEMONTE all the literature about the attending companies, the contractor will prepare a plan for organizing the mission according to a template supplied by CEIPIEMONTE.
- The names and the number of the identified key players for the b2bs will have to be previously agreed among CEIPIEMONTE, the Piedmontese Companies attending the mission the contractor.
- The Contractor will re-contact the identified prospects in the Country, as well as Primes/Main Contractors/key players/manufacturers based on reciprocal interest to confirm their interest in meeting the Piedmontese Companies and to arrange agendas of b2bs.
- In case potential counterparts in the Country are unable to host the Piedmontese Company, the contractor will find and book (e.g. hotel / conference halls) and will arrange for local transfer. provided that the related expenses shall not be for the contractor's account.
- The contractor will assist and coattend with the Piedmontese company delegates during their mission to the Country, provide for logistic support before and during the mission.
- Follow-up reporting.
- In case both a technical and a commercial representative from a Prime Contractor are attending the meeting, the b2b will be considered as one.

CEIPIEMONTE has the right to substitute each of the companies participating in the business and technical/technological mission to the Countries any time before the Contractor starts the performance of the Services for the preparation of the relevant mission. Further changes may be agreed between CEIPIEMONTE and the Contractor.

Follow-up

After the business activities have been completed, the Contractor will monitor with the counterparts met in the Country (buyers/key players, prime contractors, etc) possible negotiations, contracts or any other kind of business agreements or partnerships settled among the parties. The Contractor will send CEIPIEMONTE a report detailing the activities realised, all the contacts made (business cards or copy of them) and related critical points, improvements and follow-up to be adopted.

In order to share views about targets and strategies, CEIPIEMONTE will support the Contractor, providing background information, scheduling telephone/internet calls or email exchanges among the mission participants.

The Services results will be provided to CEIPIEMONTE in written form (Italian or English language). In general contacts between the contractor, the mission participants and CEIPIEMONTE shall be in Italian or English.

1.3.4. On site Visibility campaign and promotional event management

The Contractor will perform the following activities:

- To provide support to CEIPIEMONTE in the organization of on-site events to promote Piemonte economic values, sectors, project, business cooperation and investment opportunities. The Contractor will assist CEIPIEMONTE in the promotion of the event, invitation to and recruitment of participants, logistic support for conference venue and related services, relationship with media and promotion through social network.
- In case of existing events/fairs where Piedmontese companies take part, provide support to CEIPIEMONTE for assistance to participating companies, including logistic support, visit to companies in their booth or collective space run promotional activities to inform local companies about the presence at the event of Piedmontese companies.



1.3.5. Business Credibility reports

On the basis of the request of information issued by CEIPIEMONTE to the Contractor of behalf of beneficiary company/ies concerning a company located in the Country/ies, the Contactor will provide CEIPIEMONTE with a detailed Business Credibility Report which include: (i) identification data of the company including information on shareholders, managing bodies, branch offices in the Country/ies and abroad (ii) financial information including financial statements details, financial solvency, (iii) existing pending issues if any.

1.3.6. Investor/financiers identification... - involving (i) Identification of potential investors, and organization of meetings with potential investors

The Contractor will:

- promote the investment opportunities of Piemonte area and identify potential corporate investors or financial players interested in investing in Piemonte (company/branch start up, search/innovation centre start up; mergers & acquisition)
- assist CEIPIEMONTE in the organization of on-site meetings with institutional players, potential corporate investors and/or financiers.

Art. 2. - Duration and termination

- 2.1 The present agreement and the described services will be carried out by from the date of award of the service till December 31st 2018 - Exception is made in case both parties withdraw with a fifteen-day-written notice or even without notice in case of Projects' interruption or suspension for any cause.
- 2.2 CEIPIEMONTE also reserves the right to unilaterally terminate this contract if it is not possible to continue for any reason the activities of the PIF Projects, or in the event of a lack of public funding or subsequent verifications of other indisputable causes which makes it impossible or unsuitable for CEIPIEMONTE to continue the contract, with no obligation to state reasons any claims to be advanced by the Service Provider, without incurring damage and/or indemnity claims, not even pursuant to Artt. 1337 and 1338 c.c., thus excluding refunds for damages and the recognition of direct and indirect compensation claims.
- 2.3 CEIPIEMONTE has the right to terminate this agreement without notice in case the Contractor's breaches his obligations: and in particular in case of any breach, regardless of the seriousness thereof, of the obligations under art. 4 and 5.
- 2.4 The contract will be concluded in the form of an open contract, which does not commit CEIPIEMONTE to the maximum total amount within which CEIPIEMONTE will establish, according to a discretionary assessment of its requirements, the amount of benefits due.
- 2.5 Nothing will have to be claimed by the successful tenderer beyond the payment of the services provided at the agreed prices and conditions.
- 2.6 The services will be commissioned to the first bidder. If this is for any reason impossible to accomplish it, the service will be commissioned to the next rank.
- 2.7 CEIPIEMONTE undertakes no obligation on the minimum number of beneficiary companies for which the Contractor(s) might be requested to perform the activities.

Art. 3. - Consideration, payment and expenses

3.1. how to realize the service

- all requests for such services will be initiated by sending a specific order;
- each order will have a number of the procedure CIG and a derived CIG;
- CEIPIEMONTE will send by e-mail an order form with task descriptions to the Contractor who is ranked first in the cascade;
- within three (3) days the contractor must send:
 - a) the order form back to CEIPIEMONTE signed and dated, or
 - b) explanation of why it cannot accept the order;
- if the Contractor does not accept the specific order form or fails to observe the deadline or if it is in a situation of conflicting interest that may negatively affect the performance of the specific service request, CEIPIEMONTE may place the order with the next Contractor on the cascade. The same deadlines will apply when requesting services to the next best ranked Contractors;
- if CEIPIEMONTE needed a service not included in the list of this procedure, CEIPIEMONTE will require the 5 awardees to quote for the provision of the requested service, and this will be the subject of an additional order.



3.2. Consideration

The profiles of the potential buyers/counterparts/key players must be approved by CEIPIEMONTE previously to any invitation by the contractor to Torino-Piemonte or previously to starting any onsite b2b activity.

The amounts for the above activities will only be paid per each buyer actually coming to Torino-Piemonte and per each Piedmontese company actually assisted with a market/positioning study and personalized b2b schedule in the Country as well as per each follow-up action undertaken by the contractor for Piedmontese companies assisted in Phase 1 of Action/Lot 3.

The price as above defined shall be considered comprehensive of all fees possibly due and costs and expenses possibly sustained by the contractor for the Services at issue and no further sums shall be granted to the Contractor. Only V.A.T., if due, is excluded, being the contractor responsible for all other possible taxes due in his/her own country.

3.3. Payment

The balance of the price shall be paid within 60 (sixty) days from the receipt of the Contractor's invoice to be issued upon fulfilment of each Service.

3.4. Expenses

- **Action/Lot 1: Monitoring of market opportunities, Market Intelligence and Information Support on market and sector trends, key events and players, follow-up of initiatives** (max 8 requests)
Price quoted: ?????????? (EUR ?????/00) + VAT for each request effectively performed.
- **Action/Lot 2: Incoming of foreign players (buyers, developers, contractors, clients)** from the Countries (max 8 foreign players in total).
Price quoted: ?????????? (EUR ?????/00) + VAT if applicable -, for each buyer actually coming to Torino-Piemonte. No extra expenses (e.g. travel, accomodation, meals, etc) will be paid to the contractor(s) in case he/she decides to attend the meetings in Torino-Piemonte.
- **Action/Lot 3: Market Access and Business Development Support Action/lot 3.** (max 10 requests).
The service requested involves the following Phases: *Phase 1*:-Feasibility assessment and Partner Search; *Phase 2* (subsequent to Phase 1):- Organization of B2B agenda and Follow-up.
Price quoted: ?????????? (EUR ?????/00) + VAT if applicable for each company assisted in Phase 1.
Price quoted: ?????????? (EUR ?????/00) + VAT if applicable for each company assisted in Phase 2.
- **Action/Lot 4: On site Visibility campaign and promotional event management** (max. 1 event organized):
Price quoted: ?????????? (EUR ?????/00) + VAT if applicable for each event effectively organized.
- **Action/Lot 5: Business Credibility reports** (max 6 requests performed)
Price quoted: ?????????? (EUR ?????/00) + VAT if applicable for request effectively performed.
- **Action/Lot 6: Investor/financiers identification...** (max 2 investors);
Price quoted: ?????????? (EUR ?????/00) + VAT if applicable for each investor confirmed by CEIPIEMONTE on the basis of the profiles submitted by the Contractor.

Art. 4. - Entrustment and other obligations of the contractor

- 4.1 The Contractor undertakes to perform this agreement through work team assessed by CEIPIEMONTE in the Request for Quotation or, should the contractor be a company or an entity other than a physical person, within the scope of its organizational autonomy, through professional figures with the same standard of knowledge and experience.
- 4.2 The Contractor will perform the Services in full autonomy and independence, correctly, in good faith and in an absolutely occasional form, without any obligation of carrying out permanent promotional activities or of any other type for CEIPIEMONTE.
- 4.3 The relationship between CEIPIEMONTE and the Contractor is only the one established by this agreement and the Contractor can in no way be considered a representative, proxy or agent of CEIPIEMONTE or of the Piedmontese companies or of any other company connected to the Projects. The Contractor is not vested with any power to enter into agreements or in any case to undertake obligations in the name or on behalf of CEIPIEMONTE or of Piedmontese companies or of any other company connected to the Projects, or the right to request any further consideration in connection with this agreement.
- 4.4. The Contractor shall thus be solely liable for fulfilling all obligations it may assume during the performance of this agreement, including those towards its own employees and/or people working for



it in any capacity, in respect of which it undertakes to fulfil all requirements of the law, and shall indemnify CEIPIEMONTE against any liability towards said parties and/or the public authorities.

- 4.5 The Contractor undertakes to keep CEIPIEMONTE regularly and promptly informed about the services forming the subject of this agreement, to reply to all requests made by CEIPIEMONTE within five (5) business days and to provide monthly written reports on its activities.
- 4.6 The Contractor undertakes to refrain from disclosing to third parties, divulging or utilizing, whether directly or indirectly, for purposes other than those strictly connected to the performance of this agreement, the information it receives or elaborates in any way or form by reason of this agreement.

Art. 5 - No- competition clause

- 5.1. The quotation included in the Financial Offer submitted by the Contractor shall not in any circumstance exceeds the quotation that the Contractor may have agreed with other institutions active in Piedmont region and/or the quotation that the Contractor would apply to a Piedmontese company in case of direct approach for the duration of the contract.
- 5.2. Should the Contractor fail to perform this obligation, CEIPIEMONTE, without prior notice, is entitled to suspend payments, and in any case to compensation for greater damage and/or the termination of the Contract.

Art. 6. - Confidentiality

- 6.1 For the whole duration of this agreement and after its termination for any cause, the contractor undertakes to keep strictly confidential, therefore not to disclose to any third party and not to divulge in any way or form, all technical, commercial and other kind of information and data regarding the Piedmontese companies and CEIPIEMONTE that may come to its knowledge, in any way and form, during the performance of this agreement or anyhow in connection with it, and shall not to use them, directly or indirectly, for any purpose other than the performance of this agreement.
- 6.2 The obligation in the previous article also applies to all information and material that may be drawn up by the contractor in relation to this agreement.
- 6.3 The contractor is also responsible for compliance with the aforesaid obligations of confidentiality by its employees, co-workers, suppliers or consultants to whom such information must be disclosed for the purposes of this agreement and for compliance with legal obligations.
- 6.4 The obligation of this article does not concern data that are or become of public domain for reasons independent of disclosure or divulgation for causes ascribable to the contractor or assignees of the same.

Art. 7. - Disputes

- 7.1 The present agreement is regulated by the Italian law. Any dispute arising out or in connection with this agreement will be settled by the Court of Torino.
- 7.2 Should CEIPIEMONTE be the party starting the judicial action for any dispute arising out or in connection with this agreement, CEIPIEMONTE will be entitled to choose to bring the claim to be settled by the Court of Torino or, alternatively, by a sole arbitrator appointed under the rules of arbitration of the Milan Chamber of Arbitration.

Art. 8. - Performance Manager

- 8.1 The Performance Manager of this Agreement is the Coordinator of Foreign Market, appointed by CEIPIEMONTE in order to supervise the regular performance of the agreement in accordance with the contract provisions, pursuant to art. 101, D.Lgs. no. 50/2106.
- 8.2 The Performance Manager is responsible for the coordination, management and technical-accounting control of the agreement's performance, thereby assuring the agreement's regular performance.

Art. 9. - Traceability of financial flows

To the aim of guaranteeing the traceability of financial flows, as set forth by Italian law no. 136/2010, art. 3, the Contractor will communicate to CEIPIEMONTE, within seven days from the entry into force of the present contract, the details of the bank account to be dedicated - although not exclusively, to the present contract, as well as the data and the tax number of the persons entrusted to operate on it. The Contractor undertakes to guarantee the traceability of financial flows even with regards to its subcontractors anyhow involved, enabling CEIPIEMONTE to verify that in such subcontracts a specific clause is set forth stating the subcontractors undertake the traceability obligations set forth by law. CEIPIEMONTE will make any



payments due according with the present contract by means of the dedicated account of which above exclusively.

Art. 10. - Express termination clause D.Lgs. no. 231/2001

- 10.1 The Contractor declares that it is not aware of any material facts pursuant to D.Lgs. no. 231/2001 prior to the signing of this contract and, during the execution of the contract, undertakes to ensure that they are not put in acts in violation of D.Lgs. no. 231/2001 and supplementary to the offenses thereunder, also activating all the appropriate procedures.
- 10.2 The Contractor agrees to comply with all the provisions contained in the Code of Ethics adopted by CEIPIEMONTE in implementation of D.Lgs. no. 231/2001 (published on the website www.centroestero.org); in the event of any breach by the contractor of the provisions of this Code of Ethics, CEIPIEMONTE have the right to immediately terminate this Agreement pursuant to art. 1456 c.c., except for the compensation of all damages, including any amounts paid by CEIPIEMONTE in the event of sanctions pursuant to D.Lgs. no. 231/2001.

Art. 11. - Information pursuant to art. 13, Legislative Decree 196/2003

- 11.1 The holder of personal data processing is CEIPIEMONTE, Corso Regio Parco 27, Torino.
- 11.2 Responsible for the processing of data is his General Manager, pursuant to art. 29 of D.Lgs. no. 196/2003
- 11.3 The required data is used solely for the purposes of contract and contract.
- 11.4 The person concerned enjoys the rights referred to in paragraphs 1, 3 and 4 of art. 7 of D.Lgs. no. 196/2003, including the right to obtain confirmation of the existence or not of personal data concerning, updating, rectification, data integration, deletion, transformation into the anonymous form of data processed in violation of the law, as well as the right to oppose legitimate reasons for the processing of personal data which, although relevant to the purpose of collection and to oppose the treatment of personal data for the purpose of sending of advertising material or of direct sale and so on.

Art. 12. - Final Clauses

- 12.1 This contract, consisting of the present text of 12 articles, together with the acts of the selective procedure for its conclusion, which form an integral part thereof, constitutes an integral manifestation of the negotiating will of the Parties and annul and replace any previous agreements between the same Parties.
- 12.2 Any modification to this contract may not take place or be proven unless written and signed by the legal representatives of the Parties.
- 12.3 Any disability or ineffectiveness of any of the terms of the contract does not entail the invalidity or ineffectiveness of the contract as a whole.
- 12.4 Any omission or delay in the application for performance of the contract by CEIPIEMONTE shall in no case be a waiver of any rights which it may have, which CEIPIEMONTE reserves, however, to enforce within the limits of the legal prescription.
- 12.5 The present contract shall be governed by all the general terms of the relationship between the Parties. Consequently, it will not be amended or replaced by any operational, implementing or supplementary agreements between the Parties in order to regulate the matter; however, in the event of a conflict, the provisions of this contract will prevail over those of the acts of its execution, unless otherwise expressly expressed by the Parties in writing.

Read, confirmed and signed.

Torino,

Centro Estero per l'Internazionalizzazione S.c.p.a.
The General Manager
(*Giuliano Lengo*)

The Contractor

The following clauses are specifically approved in accordance with artt. 1341 and 1342 of the Civil Code: 2 (duration and termination), 3.3 (payment), 5 (no competition clause), 6 (obligation of confidentiality) and 7 (jurisdiction), 10. (express termination clause)

The Contractor
