



## **POLICY DOCUMENT**

### **Request for a financial bid regarding the preparation of "HORIZON-EIE-2024-CONNECT-02-01: Expanding Academia-Enterprise Collaborations" grant application**

The service's objective is to support the Department of Management – University of Rome "Sapienza" with the preparation of a grant application coordinated by University of Wuppertal (BUW) for the Horizon Europe call topic "HORIZON-EIE-2024-CONNECT-02-01". During the application phase the objective is to ensure that the grant application is submitted on time to the proper authority and is prepared in such a way that maximises the chances of success.

**Object of assignment:** Consulting and support for drafting the project "CONNECTHER".

#### **Services requested:**

##### **Step 1 – During the application phase**

- Identification and analysis of funding calls
- Development of project concept
- Establishment of project consortium
- Coordinating communication between the Department of Management and the consortium, gathering and providing all necessary information
- Preparation and writing of proposal according to the instructions of the Department of Management
- Proposal administration and submission
- Advise the Department of Management in the completion of related administrative procedures

##### **Step 2 – Should the proposal be evaluated positively and is selected for funding**

- Preparation and finalisation of the Grant Agreement between funder and Department of Management

During the service period, the Department of Management must have expert advice on communication with funding authorities.

As final result, the Department will receive a complete and highly competitive draft proposal ready to be submitted.

**Duration:** The service is only valid for the project proposal application "Connecting Higher Education Institutes and Innovation Ecosystems to Empower Women Entrepreneurs (CONNECTHER)". The proposal must be ready before the deadline for the application process.



The contract shall enter into force upon its signing and it will remain in force until the evaluation date of the referred project proposal or after the signing of the grant agreement in case of successful proposal.

**Contact Person for Scientific Staff of Department of Management:** Prof. Marco Savastano [marco.savastano@uniroma1.it](mailto:marco.savastano@uniroma1.it)

**Presumed value:** the presumed value for the aforementioned services should be a total of € 3.500,00+VAT (Reverse Charge).

**Bid method:** Greater discount applied to the presumed one-off payment value.

**Payment methods:** Installments Payment by bank transfer following the issue of an invoice.

*First Installment* - € 900,00+VAT (Reverse Charge) invoiced after the successful submission of the grant application through the European Commission's participation portal

*Second Installment* - € 2.600,00+VAT (Reverse Charge) invoiced after the signing of the Grant Agreement, only if the proposal will be successful and receive funding

**If the proposal is not funded, nothing will be due except for the first installment. The value of the second installments is calculated as the equivalent amount of 2% of the estimated grant (€ 130.000,00) that the Department could receive from the funder. If the project funding is less than the initial request, the second instalment will be adjusted, but it cannot exceed € 2.600,00+VAT (Reverse Charge).**

**Method of entrustment:** direct entrustment pursuant to Law 36/2023 Article 50 paragraph 1 letter b.

The following documents must also be sent when submitting the financial bid:

- Declaration of Law 136/2010 (see attached forms)
- Self-Declaration Affidavit (see attached forms)
- DGUE (see attached forms)
- Anti pantouflage statement (see attached forms)
- Acceptance of integrity pact (see attached forms)
- Data processing statement (see attached forms)

**Requirements art. 94-95 Legislative Decree 36/2023:**

The entrustment will take place after acquiring the results subsequent to verifications regarding the possession of general requirements for participating in a tender process relating to the regularity in the payment of taxes and fees and the possible existence of preventive measures pursuant to art. 94-95 of Legislative Decree 36/2023.



### **Anti Pantouflage Clause**

At the risk of being excluded, the operator must declare that no employment contracts have been stipulated or otherwise assigned tasks to former public employees, in violation of art. 53, paragraph 16-ter, of the legislative decree n. 165/2001. The Administration reserves the right to verify the truthfulness of the information contained in the statement issued and at the same time informs that, the violation of the prohibition pursuant to art. 53, paragraph 16 ter of Legislative Decree no. 165/2001, however ascertained, will entail: - exclusion from the entrusting procedures for subjects in violation of art. 53, paragraph 16-ter, of Legislative Decree 165/2001; - nullity of contracts and assignments conferred in violation of the concluded prohibition and of assignments conferred to a former public employee by private individuals indicated by law;

- impossibility for private individuals who have concluded contracts or conferred assignments in violation of the prohibition on negotiating with public administrations for the next three years; - possibility of taking legal action to obtain compensation for damages regarding former employees for whom violation of prohibitions contained in art. 53, paragraph 16-ter, legislative decree 165/2001 has emerged;

- reporting from the Anti-Corruption Supervisor regarding the violation of prohibition of pantouflage from a former employee to ANAC, to the administration where the employee worked and possibly also to the institution where the former employee was hired.

### **Payment terms:**

Payment for the supply will be made, as indicated above, 30 days subsequent reception of invoice by wire transfer to a dedicated current bank account of which the Company is committed to guarantee traceability pursuant to Law. The violation of this obligation determines the legal termination of the contract. Payment will also be subject to verification of the regularity of requirements pursuant to art. 94-95 of Legislative Decree 36/2023 as well as the Company's tax and contribution regularity and the correspondence / integrity of the object of this direct negotiation.

### **Termination for non-fulfillment and withdrawal:**

In the event of non-fulfillment of contractual obligations, the Department of Management reserves the right to terminate the contract pursuant to and for the purposes of art. 1453 of the Italian Civil Code, with written communication to be sent by registered letter with return receipt, with a notice of 20 (twenty) days.

In any case, the rights of the Department to compensation for any damages remain unaffected.

The Department of Management also reserves the right to unilaterally withdraw from the contract at any time without any charge against it, with a notice of at least 20 (twenty) days to be communicated to the Company by registered letter with return receipt.

In the event of withdrawal, the Company will be entitled to a compensation limited to the service performed, according to the fees and conditions provided for in the contract.



**Court of Jurisdiction:**

For any disputes between Parties relating to the Contract, the Court of Rome will have exclusive jurisdiction.

**Processing of personal data:**

Personal data will be collected and processed solely for the management of the tender activity, pursuant to Article 13 of EU Regulation no. 679/2016 of 27.4.2016 "General Data Protection Regulation" and Legislative Decree no. 196 / 2013 "Code regarding the protection of personal data, as amended by Legislative Decree no.101 of 10.08.2018, containing provisions for the adaptation of national law to the European Regulation

The Chief Administrative Officer

Date and Signature for supplier acceptance regarding all conditions set out in this policy document

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