

DIPARTIMENTO  
DI MANAGEMENT



**SAPIENZA**  
UNIVERSITÀ DI ROMA

**DEPARTMENT OF MANAGEMENT  
“SAPIENZA” UNIVERSITY OF ROME**

**TERMS OF REFERENCE FOR PURCHASE SOFTWARE LICENSES**



## Summary

<b>Art. 1 – Subject of the Contract</b>	3
<b>Art. 2 – Description of the Service</b>	3
<b>Art. 3 – Terms of Service Execution</b>	3
<b>Art. 4 – Contract Value</b>	3
<b>Art. 5 – Service Duration</b>	3
<b>Art. 6 – Award Procedure</b>	3
<b>Art. 7 – Technical and Accounting Control</b>	3
<b>Art. 10 – Financial Flows Traceability Obligation</b>	4
<b>Art. 11 – Withdrawal</b>	5
<b>Art. 12 – Termination of the Contract</b>	6
<b>Art. 13 – Proper Execution</b>	7
<b>Art. 14 – Revolving Door Clause (Pantouflage)</b>	7
<b>Art. 15 - Conflict of Interest</b>	8
<b>Art. 16 - Code of Conduct</b>	8
<b>Art. 17 – Confidentiality Obligation</b>	8
<b>Art. 18 – Contract Execution and Related Expenses</b>	9
<b>Art. 19 – Competent Court</b>	9



### **Art. 1 – Subject of the Contract**

The purpose of the contract is the service for the purchase of software licenses for the student of full-time Master's Degree in Marketing Management.

### **Art. 2 – Description of the Service**

N. 15 Markstrat.7 – Consumer Goods Licenses (Code MS7.CG-ACA-EMEAA), 1 usage license is required per student participating to the simulation exercise.

### **Art. 3 – Terms of Service Execution**

The software, allows the users to run simulations in the field of Marketing, can be used by accessing the website <https://web.stratxsimulations.com/> or downloaded from this site, and each individual participant will be entitled to a Simulation Participant Activation Key (PAK) including license code to access the platform and the User Guide.

The service must be carried out within 30 days from the date of the contract signing.

### **Art. 4 – Contract Value**

The total amount of the contract is € 870,00+IVA (reverse charge), with safety costs amounting to zero.

### **Art. 5 – Service Duration**

The contract is valid from the date of signing and is effective until the complete execution of the service, as specified in Article 3.

### **Art. 6 – Award Procedure**

The contract is awarded pursuant to Article 50, paragraph 1, letter b) of Legislative Decree no. 36 of March 31, 2023.

### **Art. 7 – Technical and Accounting Control**

Technical and accounting control of the service will be carried out by the RUP.

The Contract Supervisor verifies the correspondence between the service rendered and what was contractually agreed, confirms the proper execution of the service, and signs the relevant service acceptance report.

### **Art. 8 – Contract Amendments**

Pursuant to Article 120 of the Code, the contracting authority may amend the procurement contract in the following cases:



- due to the need for additional services/supplies that were not included in the original contract, where a change of contractor is, at the same time:
  - impracticable for economic or technical reasons;
  - likely to cause significant inconvenience or a substantial increase in costs for the contracting authority;
- if a new contractor replaces the original awardee as a result of one of the circumstances set out in Article 120, paragraph 1, letter d), nos. 2 and 3 of the Code.

If, during performance of the contract, an increase or decrease in the scope of services becomes necessary—up to a maximum of one fifth of the contract value—the contracting authority may require the contractor to carry out the works under the originally agreed conditions. In such cases, the contractor shall not be entitled to terminate the contract.

#### **Art. 9 – Payment Terms, Advance Payments, and Invoicing**

The contracting authority shall make the payment of the contractual fee in a single installment following the issuance of the certificate of proper execution within 30 calendar days from the receipt of a proper invoice from the contractor.

Invoices must mandatorily include:

- the service subject to invoicing
- the CIG code
- the IBAN declared in accordance with Law 136/2010

Invoices must be made out to:

Dipartimento di Management  
Università degli Studi di Roma “La Sapienza”  
Via del Castro Laurenziano 9, 00161 Roma  
Fiscal Code 80209930587 – VAT Number 02133771002

#### **Art. 10 – Financial Flows Traceability Obligation**

The successful bidder, under penalty of absolute nullity of the contract, undertakes the obligation to ensure the traceability of financial flows in accordance with Law No. 136 of August 13, 2010, and subsequent amendments and additions.

The successful bidder must communicate the identifying details of the dedicated bank account(s), even if not exclusively used for this contract, as well as the full names and tax identification numbers of the individuals authorized to operate on such account(s), along with a copy of their identification documents.



Pursuant to Article 3, paragraph 1 of Law No. 136/2010 and subsequent amendments, payments will be made by the contracting authority via bank or postal transfer to the dedicated account(s), or through other payment or collection instruments that allow full traceability of transactions. In this regard, pursuant to paragraph 5 of the aforementioned law, the payment instruments must indicate, for each transaction carried out by the contracting authority, the tender identification code (CIG) assigned by the National Anti-Corruption Authority at the request of the contracting authority.

It is further specified that the successful bidder must notify the contracting authority of the identifying details of the dedicated accounts as referred to in Article 3, paragraph 1 of the aforementioned law, within seven days from their opening or, in the case of existing accounts, from their first use in financial operations related to a public contract. Within the same timeframe, the bidder must also communicate the full names and tax codes of the individuals authorized to operate on these accounts. These individuals are also required to report any changes to the information previously submitted; in the absence of such communication, the contracting authority shall bear no responsibility for payments made based on the information in its possession.

Furthermore, pursuant to Article 3, paragraph 9-bis of Law No. 136/2010, the failure to use bank or postal transfers, or other instruments that ensure full traceability of transactions, in financial operations related to payments made by contractors, subcontractors, and sub-suppliers involved in the performance of this contract in any capacity, shall constitute grounds for termination of the contract pursuant to Article 1456 of the Italian Civil Code.

Lastly, the successful bidder undertakes to provide all documentation necessary to prove compliance — both by itself and by subcontractors and sub-suppliers involved in any capacity in the performance of this contract — with the obligations regarding the traceability of financial flows as provided by Law No. 136/2010

#### **Art. 11 – Withdrawal**

Pursuant to Article 123 of the Code, the contracting authority reserves the right, in the event of supervening public interest needs, to withdraw from the contract at any time, with a notice period of at least twenty days to be communicated to the contractor via certified email (PEC), without the contractor being entitled to any claims, except for services already performed or in the process of being performed.

Once the notice period has elapsed, the contracting authority shall take over the service/supply and verify its compliance.

For any matters not governed by this article, the provisions of Article 123 of the Code shall apply.



## **Art. 12 – Termination of the Contract**

The Contracting Authority may terminate the contract at any time, without time limits, if one or more of the conditions set forth in Article 122, paragraph 1 of the Code occur.

Pursuant to Article 122, paragraph 2, the Contracting Authority shall terminate the contract if a final, definitive measure is issued against the awardee enforcing one or more prevention measures under the Anti-Mafia Law (Legislative Decree No. 159 of September 6, 2011), or if a final criminal conviction is entered for the offenses listed in Chapter II of Title IV of Part V of the Code.

The parties agree, pursuant to Article 1456 of the Italian Civil Code (express termination clause), that the contract shall be automatically terminated in the following cases:

- a) loss of the general eligibility requirements under Articles 94 and 95 of the Code;
- b) breach of the Integrity Pact accepted at the time of bidding, under Article 1, paragraph 17 of Law No. 190/2012;
- c) violation of obligations under DPR No. 62 of April 16, 2013 (“Regulations on Code of Conduct for public employees, pursuant to Article 54 of Legislative Decree No. 165/2001”) and the Ethical Code adopted by Sapienza University (Rectoral Decree No. 3430/2022, Prot. No. 0107441 of 28/11/2022);
- d) exceeding, as verified by the RUP, 10% of penalties on the contract value;
- e) assignment of the contract by the awardee outside the cases permitted under Article 120, paragraph 1(d) of the Code;
- f) manifest incapacity or unsuitability—legal or practical—in performance of services;
- g) confirmed failure by the awardee to comply with traceability requirements under Article 3, paragraph 9-bis of Law No. 136/2010, as amended;
- h) confirmed failure by the awardee to comply with legal requirements on accident prevention, occupational safety, and mandatory insurance for personnel;
- i) failure to comply with the contractual timelines or economic conditions which were determinative of the award;
- j) failure to comply with injunctions or formal warnings within imposed deadlines;
- k) unauthorized subcontracting;
- l) assignment of credit, even partial, without the prior written authorization of the Contracting Authority;
- m) any other cases expressly provided for in the present Special Conditions, even if not referenced in this article..



Termination of the contract shall be communicated by the RUP to the awardee via certified email (PEC) and shall take effect upon receipt, without any prior warning being required from the Contracting Authority.

For any defaults not explicitly listed but which compromise the proper performance of the contract or are deemed relevant to the specificity of the services, or in cases of non-reinstatement of the performance bond (even if partially drawn), the awardee shall be contested via a contradictory procedure under Article 10 of Annex II.14 to the Code. Following such procedure, the Contracting Authority, upon RUP's proposal, shall declare the contract terminated by written notice to the awardee.

If performance delays due to the awardee's negligence occur outside the cases above, the RUP or the contract execution director (if appointed) shall set a deadline of at least 10 days, except in urgent cases, for completion. If the deadline lapses and the default persists, and a contradictory report has been prepared with the awardee, the contract shall be terminated by written notice to the awardee, while penalty amounts remain payable.

Concurrent with contract termination, the Contracting Authority shall proceed under Article 117, paragraph 5 of the Code. In cases of contract termination, ex officio performance, or the awardee's bankruptcy, economic relations with the awardee or bankruptcy trustee shall be settled in accordance with current law, placing any excess costs and/or damages caused by the defaulting awardee at their expense.

By virtue of paragraphs 5 and 6 of Article 122 of the Code, in the event of contract termination, the awardee shall only be entitled to payment for services properly rendered, after deducting any additional costs arising from contract termination.

For all matters not expressly regulated in this article, Article 122 of the Code shall apply..

### **Art. 13 – Proper Execution**

The contracting authority, through the RUP (Responsible for the Procedure), issues the certificate of proper execution within 10 days of delivery of the supply.

Following the issuance of the certificate of proper execution, payment of the due consideration will be made, subject to the right of the person responsible for issuing the certificate to request further necessary documentation.

### **Art. 14 – Revolving Door Clause (Pantouflage)**

The successful bidder must not have entered into subordinate or freelance employment contracts nor assigned tasks to former employees of the contracting authority.



The successful bidder is obliged to comply with the prohibition on conferring assignments or concluding contracts with employees who, in the last three years of service, exercised authoritative or negotiating powers on behalf of the contracting authority. Furthermore, employees are prohibited from engaging, within three years following termination of employment, in work or professional activities with private entities that are recipients of the contracting authority's activities performed through such powers. Contracts concluded and assignments conferred in violation of this prohibition are null and void, and private entities that concluded or conferred them are prohibited from contracting with the contracting authority for the subsequent three years, with the obligation to return any compensation received and ascertained in this regard.

#### **Art. 15 - Conflict of Interest**

It is prohibited to award – by any public tender procedure – the supply of goods and services and public works to sole proprietorships, partnerships, corporations in which the spouse, cohabitant partner, or relatives and in-laws up to the fourth degree inclusive of the professor or researcher (even fixed-term) who is charged with the research funds bearing the cost of the contract are owners, partners, or hold management positions. This prohibition does not apply to joint-stock companies in which the share held by the spouse, relative, or in-law is less than 5% of the share capital. The operator undertakes to communicate any kinship ties as indicated above.

**Responsabile dei Fondi:** Prof.ssa Maria Vernuccio.

#### **Art. 16 - Code of Conduct**

In carrying out the activities covered by this procedure, the successful bidder and the assigned personnel must comply with the Ethical and Behavioral Code adopted by the University of Rome "Sapienza" by Rector's Decree no. 3430/2022 (Prot. no. 107441 of 28.11.2022).

#### **Art. 17 – Confidentiality Obligation**

The successful bidder undertakes to comply with the provisions of the Privacy Code (Legislative Decree 196/2003 coordinated with Legislative Decree 101/2018) and subsequent regulations and provisions regarding confidentiality.

The successful bidder is obliged to keep confidential all data and information of the contracting authority that they may become aware of during the term of the contract. Such data must be used exclusively for purposes related to the contract and must not be disclosed under any circumstances.

Specifically, the successful bidder must:





- maintain the utmost confidentiality regarding administrative and/or technical acts and documents and any other informational material acquired during contract execution;
- not disclose, under any circumstance, information obtained from the Administration during the contract, even after its expiration, except when the contracting authority has given prior formal consent;
- with regard to personal data acquired, the successful bidder is responsible pursuant to GDPR 2016/679, Legislative Decree 196/2003, and subsequent regulations and provisions on confidentiality..

The successful bidder shall adopt appropriate measures within its organizational and operational structure to ensure that the above obligations are strictly observed and enforced by its collaborators, employees, and any third parties involved in the contract execution activities. In the event of proven non-compliance with the obligations of this article, the contracting authority reserves the right to terminate the contract, without prejudice to any other actions for damages.

#### **Art. 18 – Contract Execution and Related Expenses**

The contract is subject to value-added tax (VAT); VAT is governed by law. All amounts mentioned in this Special Tender Specification are exclusive of VAT.

#### **Art. 19 – Competent Court**

For any dispute arising between the parties in the execution of the contract, the court of Rome shall have jurisdiction.

Date and signature for acceptance

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