

ME/P2024/00XX

Invitation to tender for a Consulting Service within the Activity 3.2 of the TEASIMED 2 project co-funded by the European Commission through GRANT CONTRACT - EXTERNAL ACTIONS OF THE EUROPEAN UNION NDICI-GEO-NEAR/2022/437-130

“Rules and protocols for increased coordination of power systems”

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PART A Technical Specifications

1. Introduction

Med-TSO - Mediterranean Transmission System Operators, is a recognized association established in Rome, on 19 April 2012, involving the Mediterranean companies performing the activity of transmission system operator (TSO).

Med-TSO has its legal headquarters in viale Egidio Galbani 70, 00156 Rome - Italy and its operational headquarters in via Della Marcigliana, 911 - 00138 Rome – Italy.

This tender is launched in the frame of TEASIMED 2 (Towards an Efficient, Adequate, Sustainable and Interconnected MEDiterranean power system) Project - NDICI-GEO-NEAR/2022/437-130 (hereinafter the "Project" or "TEASIMED 2"), developed through a grant contract, signed between Med-TSO and the European Commission in December 2022.

TEASIMED 2 project is the fourth Med-TSO project co-financed by the European Commission after the Mediterranean Project I (2015-2018), the Mediterranean Project II (2018-2020) and the TEASIMED Project (2020-2023).

The development of TEASIMED 2 Project, structured at a local level, requires multilateral cooperation, not only among electricity companies but also between institutions (National Institutions, Regulators and IFIs) and companies.

The activities to be carried out by the selected consulting company are a relevant part of Activity 3 "Optimized operation processes" of the Project, It's Activity 3.2 "Rules and protocols for increased coordination of power systems".

2. Background

In the current context of the Mediterranean region's transition towards sustainability, the integration of renewable energy sources into the grid presents complex challenges. This underscores the critical need for harmonized coordination in power system operations to ensure reliable electricity supply and foster operational coherence. As the Mediterranean navigates this evolving energy landscape, Med-TSO takes a leading role in promoting enhanced collaboration among member states.

Through the establishment of unified rules and protocols, Med-TSO aims to bolster grid resilience and optimize cross-border electricity exchanges. Together, we are shaping a future where interconnected power systems seamlessly integrate renewables.

By paving the way toward establishing unified rules and protocols, Med-TSO aims to strengthen grid resilience and enhance cross-border electricity exchanges.

Under TEASIMED Project, Med-TSO has already published several reports on how to enhance cooperation in operation following a series of surveys among its members. From the answers, it was obvious that achieving this objective is mandated by establishing channels for exchanging operational and planning data between interconnected neighbouring countries. This includes refining communication protocols, enhancing information sharing procedures, and fostering real-time collaboration.

For TEASIMED 2, Med-TSO intends to delve deeper into the analysis and move a task forward to enhance the coordination in operation within Med-TSO area along three main dimensions related to cross-border operational coordination:

- Outage Planning
- Capacity Calculation
- Real-time management

3. Object and scope of the tender

The purpose of this call for tender is to hire a consultant who can support the taskforce, established under the Med-TSO Technical Committee Operation, for the activity on “Rules and protocols for an increased coordination of the power systems”. This activity will focus on three main streams related to cross-border operational coordination:

- Outage Planning
- Capacity Calculation
- Real-time management of the interconnections.

Regarding the first stream, the goal is investigating and benchmarking current practices in terms of geographical scope of the coordination, timeframes, data exchange and transparency rules, identifying a set of best practices to be included in the target model for Med-TSO area.

The second stream will be developed Investigating and benchmarking current practices in terms of capacity calculation methodologies (NTC, cNTC, flow-based), level of coordination and timeframes, identifying a set of best practices to be included in the target model for Med-TSO area.

The third stream will be developed Investigating and benchmarking current practices in terms of real-time coordination and congestion management, identifying a set of best practices to be included in the target model for Med-TSO area.

4. Technical aspect

The service provider will:

- Prepare and manage at least 3 surveys (one for each stream) towards TSOs for collecting input about current practices and tools, including expected future improvements;
- Perform an assessment on the current EU Regulation and practices on the above-mentioned items;
- Draft reports and presentations on the surveys and benchmark outcomes, supporting the taskforce to identify best practices to be included in the Med-TSO “MVP” (Minimum Value Proposition) and/or

in the target model, all the reports should be presented and submitted to Technical Comity Operation approval during the TC Operation meetings.

The following main deliverables are expected to be produced at the end of the project:

- A survey and a report on existing practices in Outage Planning, identifying a set of minimum requirements for the target model;
- A survey and a report on Capacity Calculation existing practices, identifying a set of minimum requirements for the target model;
- A survey and a report on Real-Time management existing practices, identifying a set of minimum requirements for the target model;

5. Experts Profiles requirements

The External Experts (EE) invited to this call for tenders shall have the necessary skills in relation to power system and electricity market operation as well as in interconnection management. The experts profile requirements are the following:

- Proved experiences in the development of operational agreements for international exchanges of electricity.
- Proved Knowledge of the organization and structure of multinational transmission infrastructures.
- Experience in System Operation and Development within European and/or the Mediterranean Region.
- Proved knowledge and experience in conducting multi-party surveys and analysis of its results.
- Demonstrated experience in cross-border operational coordination projects and initiatives: particularly in outage planning, capacity calculation, and real-time management. Expertise in EU regulations and practices related to power systems coordination.
- Proved experience in countries and/or regions like (ENTSO-E or Mediterranean area).
- Detailed description of the protocols for enhancing coordination that will be proposed and produced.
- Description of the methodological approach, the necessary tasks and the relevant roles and responsibilities that will be suggested for an actual adoption of the proposed measures.
- Detailed time schedule of the work, number of physical meeting and number of experts. The Work plan should include consultation to ensure Stakeholders engagement and acceptance.
- Experience of working in an EU financed project is considered an asset.
- Skills in communication in three essential languages: (English, French, and Arabic)
- Well-described structure of the team of experts with specification of each member role in the tasks to be undertaken.
- Proved ability to perform parallel/regional tasks within the structure to be proposed.
- Leadership and communication skills.

The EE shall specify the composition of the team which will execute each activity of the project.

6. Activities, deliverables and resources

The EE activities can be split into 7 main tasks, as described synthetically in the following table. At the end of each task the EE should report to Med-TSO. Since some of the tasks can be also carried out in parallel, in the offer the EE shall provide an indicative time-schedule for all tasks.

When producing the offer the tenderer shall also provide its best estimation of the required person/days to fulfil the work program items.

Work program items		Indicative deliverable (final set to be agreed in task 0)
task 1	Inception phase: Schedule of all tasks described in section 4, including the accountability of each task. Definition of specific deadlines according to the project GANTT. Estimate the necessary meetings, etc. Finalize methodological approaches with task force members.	<ul style="list-style-type: none"> • Report with final working plan (doc, ppt) • Report with final methodological approaches (doc, ppt)
task 2	Prepare and manage at least 3 surveys (one for each stream) towards TSOs for collecting input about current practices and tools, including expected future improvement	<ul style="list-style-type: none"> • Report with the survey structure and content
task 3	Manage the surveys and ensure a proper data collection, supporting TSOs in the activity	<ul style="list-style-type: none"> • Report with the survey outcomes
task 4	Perform an assessment on the current EU Regulation and practices on the above mentioned items	<ul style="list-style-type: none"> • Report on current EU Regulation and practices on the above-mentioned items
task 5	Draft reports and presentations on the surveys and benchmark outcomes, supporting the taskforce to identify best practices	<ul style="list-style-type: none"> • Report on the identified best practices
task 6	Definition of those best practices, within those identified in task 5, to be included in the Med-TSO “MVP” (Minimum Value Proposition) and/or in the target model	<ul style="list-style-type: none"> • Report on best practices to be included in the Med-TSO “MVP”

Each task must provide for a kick-off meeting and for the submission of a set of deliverables (in line with what indicated in the table above). The EE shall also ensure SC receive periodic progress report of activities. The nature (e.g. ppt presentation, update call) and the frequency of these updates will be agreed as part of task 0.

7. Detailed GANTT and project team composition

The EE shall provide to Med-TSO, for its approval, a detailed GANTT of the activities containing (the list is not exhaustive):

- Tasks
- Project Team (eventually defining the support requested to Med-TSO resources)
- Deadlines for each task and associated intermediate and final deliverables and status updates.
- Approximative meetings calendar and the expected date for a kick-off meeting for each task mentioned in section 4.

The GANTT must be developed in agreement general process outlined in the above figures. The GANTT must also include an indication of the resources allocated to each task (number of resources and level of experience).

8. Timetable for the tendering process

Stages	Indicative period
a) Sending invitation	July 2024
b) Deadline for submitting applications	28 October 2024
c) Signature of the contract	18 November 2024

9. General Conditions

The EE must be aware that the activity is funded by the EC and subject to all EU standard procedures. All the documents proposed by the EE are subject to approval. The approval does not change the responsibility of the EE on the final result. All the documents can be updated during the activity, whenever unpredictable facts arise. In all cases, major changes introduced by the EE have to be

notified to Med-TSO for approval. The final documentation has to be consistent with the activity, in terms of scope and time.

10. Timing

The Grant Contract has started on January 1, 2023, and the implementation of the action is 36 months.

The EE will be contracted upon signing the Contract and until 30 October 2025.

PART B Procedures and evaluation criteria

1. Tenderers

The following tenderers have been invited to apply for this call:

1. CESI S.p.A.
2. ELIA GRID INTERNATIONAL
3. Florence School of Regulation
4. ENGIE
5. Electricity Coordinating Center in Belgrade (EKC)
6. COMPASS LEXECON
7. Tractebel Impact Belgium SA
8. NORD POOL CONSULTING
9. MERCADOS-ARIES INTERNATIONAL
10. ENERGINET CONSULTING
11. CASTALIA Consulting

Consortia are allowed but must include a leader within the companies listed in the table above. Names and CVs of the proposed experts who will work in the contract must be clearly declared. The substitution of an expert can only take place with an expert with similar professional experience and in every case, the substitution must be approved by Med-TSO.

2. Procedure for the Submission of Proposals

The offer shall contain four folders, named:

- A. [NAME OF THE TENDERER_Folder A]
- B. [NAME OF THE TENDERER_Folder B]
- C. [NAME OF THE TENDERER_Folder C]
- D. [NAME OF THE TENDERER_Folder D]

Folder A - Administrative documentation: the following documents shall be included:

1. this request for offer, signed by the legal representative, with a copy of its ID attached; the request can also be signed by a solicitor of the legal representative, and, in this case, a certified copy of the attorney has to be attached;
2. A valid chamber of commerce company registration. This document must have an international format and, in any case, must be in English.

If the Tenderer participates in the tender with other companies, the relative agreement among the Parties must also be attached, with the specifications of the part that will be in charge of the administrative aspect

of the project (e.g. contract header, invoicing, etc.) and with the specifications of the parts of the service that will be performed by the individual companies.

Consortia are allowed but must be led by one of the companies invited, listed above (paragraph 1. Tenderers)

Folder B – Economic offer shall indicate the price of the work, including VAT, taxes, expenses, contributions and other due fiscal charges, according to the applicable law of the tenderer. The Economic offer shall be signed by the legal representative.

PLEASE NOTE: Med-TSO is an international non-profit Association. Due to its nature and in compliance with Italian tax law, Med-TSO has not VAT number, but only a tax code: 97697840581, like a natural person. Since Med-TSO is unable to manage any VAT transaction (credit and/or debit VAT) deriving from the contractual relationship with the supplier (e.g. reverse charge), Med-TSO pays all services including VAT. Therefore, all offers must include VAT to be added to the price of the offered service.

Considering the type of service, in applying VAT, please take into account the provisions of UE “VAT-commerce Package”.

The legal representative of the External Expert, with a copy of its ID attached, shall sign the economic offer; a solicitor of the legal representative can also sign the offer, and, in this case, a certified copy of attorney has to be attached.

In folder C – References – the tenderer shall include all the information considered relevant for evaluating the expert qualifications, experience and competence, taking into account the awarding criteria and procedures described at Section 11. Med-TSO reserves the right to verify self-attested titles, competencies and experiences and the faculty of this Administration to not proceed to the award shall not be affected.

In folder D – Technical offer:

- a. **Experience:** the tenderer will illustrate its consulting experience in fields similar to the object of this request, with specific mention of relevant experience and any other information required by the request for offer
- b. **Services performing:** the tenderer shall describe how the activity will be performed including the methodological guidelines, a schedule of the tasks, the date of delivery and the identification of the resources allocated to each task)
- c. **Action plan:** the tenderer shall describe the time to perform the services, taking into account the specific nature of the Association, indicating specifically the different stages, and, for each stage, indicating the relevant timetable;
- d. **Professional resources:** list of the professional resources the tenderer will use to perform the service, attaching the relevant CVs.

The Technical offer shall not include any economic information. Any violation of this requirement will determine the exclusion of the tenderer from the bidding procedure.

The Technical offer shall be signed by the legal representative of the Expert, with a copy of its ID attached; the offer can also be signed by a solicitor of the legal representative, and, in this case, a certified copy of the attorney has to be attached.

References, as well as Economic and Technical offers, shall be drawn in English.

Folders A, B, C and D shall be sent by electronic mail to tenders@med-tso.com. This email shall have as object: "COORDINATION OF POWER SYSTEM" and it shall contain a link to download the folders (Dropbox, WeTransfer or similar tools are accepted).

If there is a need to have other information, Med-TSO Secretariat may contact the tenderer for this purpose during the evaluation process.

The deadline for the submission of the proposal, on pain of exclusion, is 28 October 2024.

Any queries could be submitted by 2 September 2024 by e-mail writing at tenders@med-tso.com, making clear reference to this tender. Answers to those queries will be sent to all prospects by 13 September 2024.

If there is a need to have other information, Med-TSO Secretariat may contact the tenderer for this purpose during the evaluation process.

3. Award Criteria

The award will be assigned to the most economically advantageous tender, following this scoring table.

EVALUATION ELEMENTS	MAXIMUM SCORE	WEIGHTED
1 REFERENCES		10
2 TECHNICAL OFFER		50
3 ECONOMIC OFFER		40
TOTAL		100

4. Score assignment and Evaluation Procedure

Mandatory criteria section

- All the contract reports and communications will be in English; therefore, a good knowledge of the English language is a prerequisite for the proposed team of experts.
- the Gantt to be proposed must clearly show that all the deliverables should be submitted before end of October 2025

		Max Score
References Evaluation	1. Qualifications and competence of key personnel	15
	Knowledge in French and/or Arabic	5
	Skills in Project Management, specific information provided by candidate	10

	2. Background	40
	Proved experiences in the development of operational agreements for international exchanges of electricity	10
	Proved Knowledge of the organization and structure of multinational transmission infrastructures	20
	Experience in System Operation and Development within European and/or the Mediterranean Region	10
	3. Specific knowledge and experience	45
	Proved knowledge and experience in conducting multiparties surveys and analysis of its results	10
	Demonstrated experience in cross-border operational coordination projects and initiatives: particularly in outage planning, capacity calculation, and real-time management. Expertise in EU regulations and practices related to power systems coordination.	25
	Proved experience in countries and/or regions like (ENTSO-E or Mediterranean area)	10
	TOTAL SCORE FOR REFERENCES:	100

		Max Score
Technical Evaluation	4. Quality of technical offer	100
	Detailed description of the protocols for enhancing coordination that will be proposed and produced	35
	Description of the methodological approach, the necessary tasks and the relevant roles and responsibilities that will be suggested for an actual adoption of the proposed measures	35
	Detailed time schedule of the work, number of physical meeting and number of experts. The Work plan should include consultation to ensure Stakeholders engagement and acceptance	20
	Offer improvement of the ToR	10
TOTAL SCORE FOR TECHNICAL OFFER:		100

The evaluation process is undertaken through the following three tasks:

Evaluation procedure			
task	1st task	2nd task	
	Pre-Evaluation based on References (folder C)	Evaluation of the Technical Offer (folder D)	Evaluation of the Economic Offer (folder B)
Weight	10%	50%	40%

The first task of the process include:

pre-evaluation, implemented only in case Med-TSO receives more than 4 (four) offers from the tenderers. The minimum requested References score is 70 points (and more than 0 for each reference criterion).

Only the tenderers that receive more than 70 points at the pre-evaluation phase pass to the second task, for evaluating also the quality of their technical offer. The maximum number of offers passing to the second task is 5 (five). Tenderers' offers not passing the first task will be rejected.

Evaluation of the technical offer for the tenderers having passed the pre-evaluation phase. The minimum requested score for the Technical Quality of the offer is 70 points (and more than 0 for each technical quality criterion).

Only the tenderers that receive more than 70 points at the Technical Quality phase pass to the second task, for evaluating the Economic offer. Tenderers' offers not passing the second task will be rejected.

The formula for Economic offer evaluation is:

$$ES = 100 \times CP/EP$$

where ES is the Economic Score, CP is the value of the cheapest proposal and EP is the value of the Economic Proposal under consideration.

The tenderer obtaining the highest combined technical and Economic score will be awarded the contract – already foreseen and signed by the tenderer for acceptance provided in Annex B.

5. Confidential Information

Any non-public information of confidential or proprietary nature; whether of a commercial, financial or technical nature related to the object of this call, or all information otherwise exchanged between Med-TSO and the tenderers shall be deemed to be "Confidential Information".

"Confidential Information" shall not be used or exchanged for purposes other than in direct relation with the object of this call as specified in the relevant article of the draft contract (Annex 1).

It is also considered the possibility that any Med-TSO Member could require a specific NDA to be signed by the EE.

6. Disputes

For any and all disputes that may arise between the tenderer and the Association, the Court of Rome has exclusive jurisdiction for the interpretation, execution and for everything that is relevant for this assignment.

DRAFT CONTRACT

Company

Name

Address

Subject: Consulting Service within the Activity 3.2 of the TEASIMED 2 project co-funded by the European Commission through GRANT CONTRACT - EXTERNAL ACTIONS OF THE EUROPEAN UNION NDICI-GEO-NEAR/2022/437-130

1. DEFINITION OF THE PARTIES

This Contract is stipulated in the context of the TEASIMED 2 Project (hereinafter “Project”),

between:

Med-TSO Mediterranean Transmission System Operators, fiscal code 97697840581, with registered office in Viale Egidio Galbani 70, 00156 Rome and operational headquarters in Via della Marcigliana 911, 00138 Rome – hereinafter referred to as the “Customer”, represented in this Contract by the Secretary General, Mr. Angelo Ferrante,

and

XXXXXXXX. —, VAT number/Fiscal Code **XXXXXXXXXX**, with registered office in **XXXXXX, XXXXXXXXXXXX** – hereinafter referred to as the “Service Provider”, represented in this Contract by **XXXXXXXXXX**, as Legal Representative of the Company.

2. SUBJECT OF THE CONTRACT AND DESCRIPTION OF THE ACTIVITIES

2.1. Subject of the Contract

The purpose of this Service Contract is to support Med-TSO to implement the tasks under Activity 3.2 of the TEASIMED 2 project. The detailed description of the activities to be carried out are reported in the terms of reference of the tender (ME/P2024/XXXX), which constitutes an integral part of this contract.

2.2. Activities description

The activity to be performed by the Service Provider is described in the terms of reference of the tender (ME/P2024/XXXX) and in the technical offer submitted by the Service Provider (ME/A2024/XXXX), which is inherent part of this Contract. The substitution of an expert can only take place with an expert with similar professional experience and must be always approved by Med-TSO.

3. DURATION AND CHRONOLOGICAL SCHEDULE

This Contract comes into force on the date of its signature and ends on 30 October 2025.

The activities referred to in the above art. 2.2 shall be fulfilled according to the work program defined in the terms of reference of the tender and agreed with Med-TSO.

4. CONTRACT MANAGEMENT

The Secretary General of Med-TSO is responsible for providing the management of this Contract.

All the communications between the Service Provider and the Customer concerning this Contract shall be forwarded exclusively in writing, by e-mail to angelo.ferrante@med-tso.com or by post to the following address:

Med-TSO

Via della Marcigliana 911

00138 Rome

to the kind attention of Mr. Angelo Ferrante

The reference person of the Consultant is **XXXXXX** and all communication will be forwarded to: **XXXXXX, XXXXXX - XXXXXX, XXXXX, XXXXXX, XXXXX.**

5. IMPLEMENTATION IN ACCORDANCE WITH BEST PRACTICE

With the acceptance of this Contract, the Service Provider undertakes to guarantee the Customer that all activities will be carried out according to the best available techniques and best practice, in relation to the quality level assumed for the activities themselves.

6. FEES AND AMOUNTS OF THE CONTRACT

For the accomplishment of the activities referred to in paragraph 2 of this Contract, Med-TSO will pay the total amount of **XXXXXX EUR**, including VAT and any tax and duty, withholding tax and social security contributions, where due.

Any expense incurred and duly documented for the accomplishment of this Contract will be reimbursed to the Service Provider only prior written authorization from the Customer.

The contractually defined prices are proposed and accepted by the Service Provider in complete and thorough knowledge of the quantity and kind of work to be fulfilled; for this reason, the Service Provider declares to waive any claim of an economic nature that should result from incorrect assessment or lack of knowledge of the quantities, modalities and characteristics of the works object of the Contract.

7. ARRANGEMENTS FOR INVOICING, PAYMENTS, TRACEABILITY OF FINANCIAL FLOWS, ASSIGNMENT OF CREDITS

7.1. Arrangements for invoicing

The amount of the Contract in the previous art. 6 relative to the activities referred to in the paragraph 2.2 of this Contract, may be invoiced by the Service Provider, as follow:

- **XXXXXX**

The VAT and/or any tax and duty, withholding tax and social security contributions, where due, shall be highlighted in the invoices. In case of exemption, contemplated pursuant to current tax laws and/or existing Agreements against double taxation, shall be sent to the Customer:

- a certificate of the foreign authority attesting the residence for tax purposes in the foreign State, with the details of the relative VAT number or tax code;
- a declaration of having made the service to Med-TSO in the foreign State;
- in the event that there is an Agreement against double taxation, a certificate proving the existence of the necessary conditions to benefit from the convention scheme.

7.2. Payments

Payment of invoices issued by the Service Provider will be made within the term of 30 days from the date of receipt of the invoice, subject to approval by Med-TSO and by European Commission of the services rendered and the regular performance of the requested activities. The payments are subject to the Contracting Authorities yearly pre-payments.

The reference data of this Contract and the reference data of the Main Contract NDICI-GEO-NEAR/2022/437-130 shall be indicated in each invoice, as well as the code and the details in order to allow payment.

Each invoice will have to be headed to:

Med-TSO

Viale Egidio Galbani, 70

00156 Roma

Tax code 97697840581

and sent in original to

Med-TSO

Via della Marcigliana, 911

00138 Roma

to the kind attention of: Mr. Gherardo Alfonso Vichi

7.3. Traceability of financial flows

In order to guarantee the traceability of financial flows finalized to prevent criminal infiltration, pursuant to and for the effects of article 3, paragraph 1 of Law 136/2010, financial transactions relating the activity referred to in the Contract in question, must be carried out exclusively through the bank or postal transfer instrument, or else with other payment instruments suitable to allow full traceability of transactions.

7.4. Assignment of credits

Parties expressly agree – pursuant to and for the effects of article 1260, paragraph 2 of the Civil Code- that the credits deriving from the execution of this Contract are not transferable to third parties.

Such credits shall not be also the object of any act of disposition by the creditor, even if invested with power of representation and/or management.

8. OBSERVANCE OF LAWS, REGULATIONS AND RULES

This contract is governed by Italian laws. The Service Provider, under its sole responsibility, must comply with the legislative provisions as well as to observe all the regulations, rules, requirements of the competent Authorities in the field of services, labour contracts, safety and work hygiene and of how much else can, in any way, affect the execution of this Contract.

Moreover, for the entire duration of the Contract, the Service Provider must guarantee the continuation of the qualification/eligibility requirements agreed when assigning the Contract and the continuation of non-exclusion requirements provided by the General Conditions for the supply of services subsidized by the European Union.

Failure to comply by the Service Provider with the requirements and obligations charged by it pursuant to the present article, legitimizes the Customer to terminate the Contract pursuant to and for the effects of article 1456 of the Civil Code.

9. PARTICULAR CLAUSES

9.1. Confidentiality

All information collected during the course of this Contract, as well as all documents and reports prepared within the same, shall be considered and treated as confidential and shall not be used for purposes other than the execution of the activities covered by the Contract itself, nor disclosed or otherwise communicated to third parties without the prior written consent of the Customer. Except in cases where:

- it is necessary to comply with regulatory or legal obligations;
- Italian or foreign authorities request it and a motivated refusal could not be opposed;
- the information is already in the public domain;
- the information was already known at the date of issue of this assignment;
- the information has become public knowledge during the assignment for causes other than failure to comply with confidentiality obligations referred to in this article.

At the end of the Contract, the Service Provider will have to immediately cease to use and destroy, or return, all “Confidential Information” to the Customer.

It is understood that the above confidentiality clause retains its effectiveness even after the conclusion of this Contract.

9.2. Privacy

It is understood that, with reference to the fulfilment by the Service Provider of the activities provided for in this Contract and in compliance with the provisions of the European Regulation on the protection of personal

data (Regulation EU 2016/679), the data already taken or that will be subsequently communicated from the Service Provider will be used for the sole purpose of carrying out the activities entrusted to it.

Such data, which may be partly on paper files and partly on electronic files, will have to be kept in compliance with the security measures provided for in the European Regulation on the protection of personal data (Regulation EU 2016/679), and shall not be disclosed to the outside except in cases in which this will be necessary in the performance of a legal obligation.

In cases in which it is necessary to acquire information or data from third parties for the performance of the activities referred to in this Contract and this requires the consent of the interested parties, it will be the Customer's responsibility to obtain this consent.

It is understood that the Service Provider has the faculty to exercise, regarding the existence and processing of personal data concerning it, the rights provided for by the European Regulation on the protection of personal data (Regulation EU 2016/679).

It is also noted that the data controller in question is Med-TSO and that the responsible for data processing is the Secretary General, with domicile for the office in Viale Egidio Galbani, 70 – 00156 Rome.

9.3. Property of the works

All the material prepared for the completion of the work is of property of Med-TSO. The Service Provider will also guarantee the Customer the full availability of each component of the works, even after the end of the contract.

9.4. Liability for damages

The Service Provider is responsible for the correct execution of the service.

The responsibility of the Service Provider during the performance of the service, and until the end of the contractual relationship, must be understood as referring to the damage done to the Customer's people and things and/or third parties, strictly connected to the methods of carrying out the service and to the object of the same. Are included in the responsibility of the Service Provider any damages that should occur in the different phases to provide the service in accordance with the provisions of the Contract.

The assessment, the evaluation and the settlement of claims for damages shall be performed by the Service Provider in contradictory with the damaged.

The Service Provider assumes full responsibility towards the Customer for all obligations deriving from the Contract, ensuring also for the work of the expert referred to in the previous articles. Therefore, the Service Provider undertakes to keep the Customer unharmed and free from any liability for accidents and/or injuries which in the execution of the Contract may be caused to the staff of the same and/or of Med-TSO, or to the Service Provider.

To this end, the Service Provider will have to underwrite and maintain the following insurance policies for the duration of the present Contract:

1. Medical insurance that indemnifies the Customer from any liability related to medical expenses;
2. Insurance for damages to cover risks in sickness or accident, including the cost of repatriation for health reasons.

The Service Provider will have to provide proof of the insurance policies and of the regular payment of the insurance premiums, without any delay, at the Customer's first request.

The Service Provider guarantees and undertakes to keep the Customer unharmed and relieved against any claim that should be advanced by third parties as a result of breaches, even partial, of the contractual rules and/or legal rules by the same or by the Service Provider.

The Service Provider undertakes to act with the utmost diligence and to take any necessary and/or opportune initiative to avoid damages of any kind and nature to people and things. In the case these should occur, the same will have to provide in any case for the complete and prompt compensation of them.

The compensation for any damage caused by the Service Provider to people and things, during the course of the activities referred to the present Contract, is entirely borne by it. Such compensation must be made within a short time and copy of the receipt must be delivered to the Customer within one month from the date of completion of activities.

However, the Service Provider, in cases of wilful misconduct or gross negligence, is obliged without time limits to provide for his care and expenses for the compensation of any damage to its charge that should be claimed, avoiding harassment to the Customer and keeping the Customer relieved of any action initiated against him.

9.5. Domicile

We acknowledge that the Service Provider, to all contractual effects, elects legal domicile at the address to which this Contract is sent. In relation to this, the Customer, for the entire duration of the same, will make any notification and/or communication to the aforesaid legal domicile.

In the event of a change in this legal domicile, the Service Provider undertakes to inform the Customer about it by registered letter; in the event of lack of this, notifications and/or communications will be considered such as regularly carried out once they are received at the previously notified legal domicile of the Service Provider.

10. PENALTIES

In case of delay with respect to the terms of completion referred to in previous art. 3, a daily penalty equal to the ratio between the value of the Contract and the days of carrying out the activities. It is expressly made without prejudice to reimburse further damage in addition to the amount of the penalties.

The relevant amounts will be retained when the invoices are paid in correspondence with the services for which the contractual terms and/or the contractual conditions are disregarded, or at the time of payment of any amount due in connection with the Contract.

The penalties are cumulative, but the relative amount shall not exceed in any case 15% of the total value of the Contract.

When the amount of the penalty has reached the aforementioned limit of 15%, the Customer has the faculty to use the termination clause.

The application of the penalties does not exempt from the observance of all contractual and legal obligations concerning the correct execution of the Contract.

The parties recognize that the implementation of measures to contain the Coronavirus (COVID-1-9) epidemic in Italy {see law 13/20, decree law 18/20 and any other future} and in **XXXX** could result in the debtor's liability being excluded, under Articles 1218 and 1223 of the Italian Civil Code.

11. DISPUTES

All disputes arising from this Contract, including those relating to its validity, interpretation and execution, shall be entrusted to a board of three arbitrators, of which two named, one by the Service Provider and one by the Customer, and the third one, having functions of President, by the arbitrators so named.

In case of failure to appoint the arbitrator of the party, or failure to agree on the appointment of the President, the appointment itself will be referred to the President of the Rome Court, on the request of the most diligent party.

The College shall judge by right with the application of the articles 806 and following of the Code of Civil Procedure and shall have seat in Rome (Italy)

12. TERMINATION

In all cases of non-fulfilment by the Service Provider of the obligations arising from the Contract, the same can be terminated by the Customer, pursuant to the provisions of the Civil Code. The termination works by right in the cases provided for in articles 7, 8, 9 of this Contract and in the cases provided for in the General Conditions for the Supply of services financed by the European Union. It is also the Customer's right to terminate this Contract in the cases provided for art. 80, par. 5, lett. c), c-bis), C-ter of the Legislative Decree 50/2016

In the above-mentioned cases, the Customer reserves the right to suspend the Contract, demanding the reimbursement of sums eventually paid, without prejudice, in this case also, to the compensation for damage.

Particularly, the damage may consist of both the emerging damage and the loss of profit, notwithstanding that the total amount of compensation for damages shall not, except in cases of wilful misconduct or gross negligence, exceed the double total value of this Contract.

13. WITHDRAWAL

It is understood that the Customer has the right to withdraw from this Contract, in whole or in part, at any time and at its sole discretion. In this case, the Customer shall correspond to the Service Provider exclusively the amounts relating to the expenses occurred on the date of withdrawal.

Such sum, as a comprehensive and flat-rate indemnity, is meant to be paid to acknowledgment of each and any claim or right from the Service Provider, without the latter being able to demand another compensation or indemnity, according to the article 1671 of the Civil Code or for any cause or title or reason.

14. COMPLETION

This Contract is concluded pursuant to the article 1326 of the Civil Code, with full acceptance and without any reservation from the Service Provider and on condition that the requirements set forth in the following points are fulfilled.

Hereinafter the address at which the Service Provider shall send the following documentation:

Med-TSO

Via della Marcigliana 911,

00138 Rome

To the kind attention of Mrs. Simona La Cioppa

- One original of this Contract, stamped and signed by the Legal Representative of the Service Provider in each sheet for acceptance (attached).

Rome, XX XXXXX 2024

Med-TSO

The Secretary General

THE SERVICE PROVIDER

The Legal Representative

Pursuant to and for the purposes of the articles 1341 and 1342 of the Civil Code, are specifically approved the following clauses relating to this Contract:

Art. 7.2 "Payments"

Art. 7.3 "Traceability of Financial Flows"

Art. 8 "Observance of laws, regulations and rules"

Art. 9.4 "Liability for damages"

Art. 10 "Penalties"

Art. 11 "Disputes"

Art. 12 "Termination"

Art. 13 "Withdrawal"

Place and date.....

THE SERVICE PROVIDER

The Legal Representative

Attachments:

1. Draft Contract
2. Call for Tender Network Studies (ME/P2024/XXXXX);
3. Offer of the Service Provider (ME/A2024/XXXX).