





LACUNA – "Leveraging Innovative Approaches to Comprehensively Understand Ancient Epicurean Texts. Towards the First Al-Enhanced Editions of Herculaneum Theological Papyri"

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SPECIAL CONTRACT SPECIFICATIONS

OPEN PROCEDURE APPLYING THE CRITERION OF THE MOST ECONOMICALLY ADVANTAGEOUS TENDER BASED ON THE BEST QUALITY-PRICE RATIO, PURSUANT TO ARTICLES 71 AND 108, PARAGRAPH 1 OF LEGISLATIVE DECREE NO. 36/2023, AS AMENDED

SUBJECT: "RESEARCH ACTIVITIES AIMED AT THE DESIGN AND DEVELOPMENT OF 'THEION', A SOFTWARE BASED ON THE APPLICATION OF ARTIFICIAL INTELLIGENCE MODELS TO THE TEXTUAL RECONSTRUCTION OF THE HERCULANEUM PAPYRI, CAPABLE OF: 1) MAKING LINGUISTIC PREDICTIONS TO SUGGEST GAPS INTEGRATIONS IN THE TEXTS OF PHILODEMUS BASED ON CONTEXT AND AUTHORIAL STYLE; AND 2) PERFORMING AUTOMATED TEXT MINING TO SUGGEST RELEVANT TEXTUAL PARALLELS"

CUP: E53C24003870001







INDEX

- **ART. 1 SUBJECT OF THE CONTRACT**
- **ART. 2 GOVERNING RULES OF THE CONTRACT**
- **ART. 3 DESCRIPTION AND EXECUTION METHODS OF THE CONTRACT**
- **ART. 4 TRAINING AND WARRANTY SUPPORT**
- **ART. 5 OBLIGATIONS OF THE CONTRACTOR**
- **ART. 6 DOCUMENTS FORMING PART OF THE CONTRACT**
- **ART. 7 DURATION OF THE CONTRACT AND SOFTWARE DELIVERY SCHEDULE**
- **ART. 8 CONTRACT EXECUTION MANAGER**
- **ART. 9 COMMENCEMENT OF CONTRACT EXECUTION**
- **ART. 10 SUSPENSION OF CONTRACT EXECUTION**
- **ART. 11 INVOICING AND PAYMENTS**
- **ART. 12 COMPLETION OF ACTIVITIES AND FINAL BALANCE**
- **ART. 13 TRACEABILITY OF FINANCIAL FLOWS**
- **ART. 14 PRICE REVISION**
- **ART. 15 CONTRACT EXECUTION MONITORING**
- **ART. 16 PERFORMANCE GUARANTEE**
- ART. 17 SECURITY
- **ART. 18 PROHIBITION OF CONTRACT ASSIGNMENT**
- **ART. 19 ASSIGNMENT OF RECEIVABLES ARISING FROM THE CONTRACT**
- ART. 20 SUBCONTRACTING
- ART. 21 PENALTIES
- **ART. 22 TERMINATION OF THE CONTRACT**
- **ART. 23 WITHDRAWAL FROM THE CONTRACT**
- **ART. 24 CERTIFICATE OF COMPLIANCE VERIFICATION**
- **ART. 25 DISPUTE RESOLUTION**
- **ART. 26 CONTRACTUAL COSTS**
- **ART. 27 DOMICILE ELECTION**







ART. 1 - SUBJECT OF THE CONTRACT

The present contract concerns the "Research activity aimed at the design and development of 'Theion', a software based on the application of artificial intelligence models for the textual reconstruction of the Herculaneum papyri, capable of 1) making linguistic predictions to suggest fill-ins in the texts of Philodemus based on context and author's style, and 2) performing automated text mining to suggest relevant textual parallels," to be carried out over a period of three years. The ultimate goal of the project is the delivery of a complete and functional software, in accordance with the technical specifications defined by the Host Institution in Art. 3.

This contract is financed under the Italian Fund for Science 2022–2023 (FIS 2 Call) LACUNA – "Leveraging innovative Approaches to Comprehensively UNderstand Ancient Epicurean Texts. Towards the First Al-Enhanced Editions of Herculaneum Theological Papyri" – Project Code: FIS-2023-01833 – CUP UNINA: E53C24003870001.

ART. 2 - PROCUREMENT REGULATIONS

The present contract is governed, including but not limited to, by the following laws and regulatory texts:

- Legislative Decree no. 36/2023, implementing the "Public Procurement Code pursuant to Article 1 of Law no. 78 of June 21, 2022, delegating powers to the Government on public contracts," and subsequent amendments;
- Decree-Law no. 77/2021 and amendments;
- Law no. 241/1990;
- Provisions of the Civil Code;
- Current PIAO (Internal Control and Audit Plan) approved by the Board of Directors on 12/02/2025, which includes measures for corruption prevention and transparency at the University;
- Current University Code of Conduct, attached to the current PIAO approved by the Board of Directors on 12/02/2025;
- Presidential Decree no. 81 of 2023 on the "National Code of Conduct for Public Employees";
- Provisions contained in the Legality Protocol and Agreement for the prevention of criminal infiltration attempts in the legal economy of the Prefecture of Naples, to which the University adhered on 10/12/2021;
- Provisions on traceability of financial flows under Law no. 136 of August 13, 2010;
- Any other applicable special laws.

ART. 3 – DESCRIPTION AND EXECUTION METHODS OF THE CONTRACT

The Theion software must be developed within the framework of the three-year LACUNA project and will represent an advanced solution for the textual reconstruction of fragmentary Greek Herculaneum





papyri, specifically those preserving the theological works of Philodemus of Gadara, which are the focus of the Project. The software must implement AI models to:

1. Make linguistic predictions to suggest lacunae integrations based on context and authorial style. The AI models will be trained on the corpus of ancient Greek texts and, specifically, on the corpus of works by Philodemus of Gadara, partially available via papyri.info and partially to be compiled during the Project. The AI models used to predict missing text must be based both on human input and images of the Herculaneum papyri. Therefore, the software must integrate AI methods for automatic character recognition from papyrus images and text sequence segmentation, with output in the form of diplomatic transcription.

2. Carry out automated text mining to suggest relevant textual and content parallels based on criteria of linguistic and conceptual similarity.

The software under development must be delivered and made operational entirely at the contractor's expense, under the coordination of the Project Manager, in order to meet all specifications of this Tender Document and the related procurement documents.

The contractor must develop the software according to the following work plan, structured into four milestones over the 3-year project duration. These milestones are fully compensated by the bid price:

MILESTONE 1 (YEAR 1): Data collection for AI training; HTR on papyrus images

<u>Semester 1: Data collection for Al training.</u> The first semester involves searching for and collecting appropriate datasets to train AI models capable of making linguistic predictions for analyzing and reconstructing the texts of Philodemus found in fragmentary Greek Herculaneum papyri. Methodologically, this will include access to open-source repositories of the complete corpus of available ancient Greek texts. To enable the AI to recognize Philodemus' style, syntax, and vocabulary, the models must be trained on the full digital corpus of the author's known works available on papyri.info, which will be further expanded during the Project.

<u>Semester 2: HTR on papyrus images</u>. Since the AI models used for predicting missing texts must draw from both human input and papyrus images, the software must integrate AI models for Handwritten Text Recognition (HTR) on multispectral images of selected papyri, as well as segment text sequences, producing diplomatic transcriptions. By applying AI to the images, the feasibility of providing a photorealistic visualization of textual reconstructions in the user interface of Theion should be explored. A deeper investigation is also required into the synergy between AI models for lacuna integration and HTR systems applied to papyri with complex stratigraphy, to enhance reconstruction of interrupted text sequences.

MILESTONE 2 (YEAR 2): AI model training; development of Theion (Alpha phase)

Semester 1: AI model training for lacuna integration and textual/content parallel mining.

• Lacuna integration: To test predictive accuracy, different approaches must be evaluated, such as: Comparing texts with actual lacunae to complete texts (by creating fake gaps in complete texts to





test the model's predictive ability); Comparing AI-generated suggestions with human integrations. Collaboration between the contractor's team and the Project's papyrology team is essential.

• Text mining of parallels: AI models will carry out automated text mining to suggest relevant textual and conceptual parallels that assist scholars in editing. These parallels must go beyond simple word matches (already possible via "Text search" or "Wildcard search" in TLG), and instead use linguistic and conceptual similarity criteria.

Semester 2: Development of Theion (Alpha phase):

Prototype creation with core functionalities focused on lacuna reconstruction and alternative management. At this stage, Theion should:

- Include a basic software infrastructure enabling upload of texts and images;
- Allow integrated viewing of papyrus images and transcriptions, with suggested parallels;
- Automatically predict integrations, ranking alternatives by linguistic and contextual probability;
- Display a metric-based confidence score for each suggestion;
- Let users flag errors or improve suggestions via feedback;
- Enable manual insertion of integrations and comparison with AI-generated ones;
- Feature a database for data storage.

MILESTONE 3 (YEAR 3): Development of Theion (Beta phase)

Semester 1: Completion of Theion's advanced features:

- Optimization of the AI algorithm to refine lacuna integration;
- Enhanced explanations of alternatives: justify preferred reconstructions by showing relevant text/content parallels identified through text mining;
- Parallel search module: allow users to exclude or filter sources;
- More advanced and customizable interface;
- Export functionality for data.

Semester 2: Refinement, testing, and finalization of Theion for public release:

- UI refinement;
- Integration of user feedback.

MILESTONE 4 (YEARS 1–3): Dissemination of results

- Years 1–3: Monthly meetings between the contractor, the PI, and the Project's papyrology team;
- Years 1–3: Submission of articles to journals in papyrology, computer science, and/or digital humanities;
- End of Year 2 / Early Year 3: Training workshop on Theion;
- By the end of the project: Creation of a MOOC (Massive Open Online Course) with instructions and video tutorials on how to use Theion;
- Participation in the final project event.

The software development activities must begin **within 15 days** from the signing of the contract (or from the early execution report, pursuant to Articles 17.8 and 17.9 of Legislative Decree 36/2023 as amended).





At the end of each milestone semester, a report on the completion of activities will be drafted, and a verification will be carried out with the issuance of a progress status report. The contract must be completed within the timeframes indicated above.

All activities must be carried out in compliance with the contract, this special tender specification, the technical specification, and all provisions of the procurement documents, as well as the contractor's technical offer.

At the conclusion of the work, the Supplier, together with the Project Manager, must prepare a formal "delivery report" in the presence of the Contracting Authority, officially confirming delivery.

ART. 4 – TRAINING AND WARRANTY ASSISTANCE

The contractor must also provide assistance and support to the Contracting Authority. Regarding the warranty, support and assistance for debugging and code execution must be provided for a period of 12 months.

ART. 5 – CONTRACTOR'S OBLIGATIONS

In performing the service, the contractor must exercise the level of diligence required by the nature of the task, in accordance with the provisions of the contract and all documents that form an integral and substantial part thereof, as referred to in Article 6.

Participation in the procedure and the signing of the contract by the contractor constitute a declaration of full knowledge and acceptance of all current regulations on public supply contracts, of the rules governing this contract, and of the conditions related to service execution.

Participation in the procedure and the signing of the contract also constitute a declaration that the conditions for the immediate execution of the service are met.

The contractor is required to perform the service in compliance with the technical offer submitted, which is considered a contractual obligation. Failure to comply with the technical offer constitutes a serious breach of contract.

ART. 6 – DOCUMENTS FORMING PART OF THE CONTRACT

The following documents are considered integral and substantial parts of the contract:

- the special tender specifications;
- the technical documentation;
- the contractor's technical offer;
- the contractor's financial offer.





ART. 7 – CONTRACT DURATION AND SOFTWARE DELIVERY TIMELINE

The duration of the contract (excluding any options) is set at **36 (thirty-six) months**, starting from the date of the contract signing or from the early execution report as per Article 17, paragraph 8 of Legislative Decree No. 36/2023.

For execution timelines and software delivery, refer to the technical specifications and Articles 11 and 12.

ART. 8 – CONTRACT EXECUTION MANAGER

Pursuant to Article 32 of Annex II.14 of Legislative Decree No. 36/2023, the Contract Execution Manager is a person different from the RUP (Project Manager), given the specific nature of the IT service, which is considered of particular importance, and for internal organizational reasons within the Contracting Authority that require the involvement of a different organizational unit from that responsible for the contract award.

ART. 9 – START OF CONTRACT EXECUTION

The RUP initiates the execution of the contractual services by providing the contractor with all necessary instructions and directives. The contractor is required to follow these instructions and directives to start executing the contract.

If the contractor fails to comply with the contractual terms and conditions, the Contracting Authority reserves the right to terminate the contract after initiating a contradictory procedure with the contractor.

The Contract Execution Manager will prepare a specific report marking the start of contract execution in the presence of the contractor. The report must be drawn up and signed by both the Contract Execution Manager and the contractor. The same procedure applies in the case of early software delivery.

ART. 10 – SUSPENSION OF CONTRACT EXECUTION

In the event of suspension, the provisions of Article 121 of Legislative Decree No. 36/2023 shall apply.

ART. 11 – INVOICING AND PAYMENTS

In matters of invoicing and payments, the provisions of Ministerial Decree No. 55 of April 3, 2013, which came into force on June 6, 2013, shall apply. This decree established the mandatory use of electronic invoicing in economic transactions with Public Administrations, pursuant to Law No. 244/2007, Art. 1, paragraphs 209 to 214.

Accordingly, under these provisions, the awarded contractor shall:





a) issue an electronic invoice, indicating the Office Unique Code as specified in the contract, the CIG (Tender Identification Code), and the CUP (Project Code), only after receiving notification of the conformity verification certificate. To expedite this process, the contractor may issue a pro forma invoice to be submitted to the Project Manager. Please note that the electronic invoice will be rejected by the University if it is issued without the prior communication mentioned above from the Project Manager;

b) once the electronic invoice is received from the contractor, the relevant department within the University will proceed with the necessary formalities;

c) the payment term is set at 30 days from the date the invoice is received by the responsible accounting offices.

Payments will be made exclusively by bank or postal transfer, or through other payment instruments that ensure full traceability of the transactions. The contractor must, at its own expense, communicate to the University the identifying details of the accounts in compliance with Art. 3 of Law No. 136/2010 and subsequent amendments, expressly releasing the Administration from any liability for payments made using the aforementioned method.

Payment for the services under this contract will be based on the awarded amount compared to the base bid amount (set at \in 300,000 excluding VAT), divided into 6 semiannual tranches, each corresponding to 1/6 of the awarded total. Payments will be made upon completion of the activities described in Art. 3 under the following conditions:

<u>Year 1</u>

Semester 1 – Data Collection for Al Training (Payment of 1st Tranche)

The contractor must provide a complete and detailed list of datasets collected for AI model training.

Semester 2 – HTR on Papyrus Images (Payment of 2nd Tranche)

The contractor must provide:

- A functional HTR (Handwritten Text Recognition) software applied to multispectral images of selected papyri;
- Annotated image samples with diplomatic transcriptions generated via the HTR system;
- Photorealistic visualization tests of textual reconstructions in damaged sections.

<u>Year 2</u>

Semester 1 – AI Model Training for Gap Integration and Text Mining (Payment of 3rd Tranche)

The contractor must provide:

- Trained AI models for gap integration and text mining;
- Evidence of testing on texts with real and "fake gaps";
- A comparison between AI outputs and human integrations (including documentation of methods and results);
- Documented results of automated text mining, with examples of identified parallels.

Semester 2 – Development of Theion Alpha Phase (Payment of 4th Tranche)

The contractor must provide a working prototype of Theion including the following features:

• Upload of texts and images;





- Automatic prediction of gap integrations, with generation of probabilistically ranked alternatives;
- Photorealistic visualization of textual reconstructions in damaged areas;
- User feedback system;
- Data storage database.

<u>Year 3</u>

Semester 1 – Completion of Advanced Features of Theion (Payment of 5th Tranche)

The contractor must:

- Provide an updated version of Theion as described in Art. 4, Milestone 3;
- Collaborate with the Principal Investigator in organizing a training workshop on Theion at the Host Institution.

Semester 2 – Refinement, Testing, and Finalization of Theion for Public Release (Payment of 6th Tranche)

The contractor must:

- Deliver the final, stable, and fully functional version of the software, complete with final datasets, trained models, and source code, as described in Art. 4, Milestones 2 and 3;
- Collaborate with the Principal Investigator in writing a MOOC (Massive Open Online Course) with instructions and video tutorials on how to use Theion;
- Participate in the final event of the Project.

All payments will be subject to compliance with contractual obligations.

At the end of each milestone semester, a specific completion report will be prepared, and a verification will be carried out with the issuance of a progress status certificate. It is understood that the contract must be completed within the timeframes indicated above.

ART. 12 – COMPLETION OF ACTIVITIES AND FINAL PAYMENT

The parties mutually acknowledge that the activities covered by this contract must be completed, with delivery of all required outputs and, subject to authorization by the Project Manager (RUP), the issuance of the related final invoice, later than August 20, 2028. no Failure to comply with paragraph 1 of this article will result in the ineligibility of the related expenses for ministerial funding under the Italian Science Fund (FIS 2). In such a case, the University shall be released from any obligation to pay for services rendered, expenses incurred, or invoices issued after the aforementioned deadline.

ART. 13 – TRACEABILITY OF FINANCIAL FLOWS

The contractor is required to fulfill all obligations under Article 3 of Law No. 136/2010 to ensure the traceability of financial transactions related to the contract. Specifically, the contractor must: a) Communicate to the contracting authority the details of the dedicated bank account to be used for contract-related payments;

b) Perform all transactions related to the contract using banks or Poste Italiane Spa, and only using payment methods permitted by Article 3 of Law 136/2010;







c) Use the CIG and CUP codes in all dealings with suppliers and service providers involved in the execution of the contract.

The contractor must also include in contracts with subcontractors a specific clause requiring them to comply with all obligations under Article 3 of Law 136/2010 to ensure traceability of financial flows related to the subcontract.

ART. 14 – PRICE ADJUSTMENT

Pursuant to Article 60 of the Code, contract prices may be adjusted under the following conditions and terms. Price revision may be granted if objective circumstances lead to price variations (up or down) exceeding 5% of the total amount due to changes in the cost of materials/services. In such cases, 80% of the variation may be applied in relation to the remaining contract performance. Any request for price adjustment must be submitted by the contractor to the Administration and include a detailed explanatory report and supporting documentation. The Project Manager, assisted by the Contract Execution Director, will conduct an inquiry to verify whether conditions justifying the request are met. This assessment will take into account consumer price indices, industrial/service production price indices, hourly wage indices, and other relevant indicators as specified in Article 60, paragraph 4, and Annex II.2-bis of the Code. The Administration will issue a reasoned decision within 60 days of the request. If approved, the decision will determine the compensation amount granted. Price revision may be requested only once per contract year. Outside of the cases governed by this article, no price revisions are allowed, and Article 1664, paragraph 1 of the Civil Code does not apply.

ART. 15 – CONTRACT PERFORMANCE MONITORING

The contracting authority reserves the right to verify contract execution at any time. The contractor agrees to cooperate fully to enable such verifications. Any non-compliance with contractual obligations identified by the authority must be reported in writing. The contractor shall respond by indicating corrective actions to ensure proper fulfillment of the contract, without prejudice to any penalties set out in the contract. If the non-compliance is found to constitute a serious contractual breach, the contracting authority may terminate the contract.

ART. 16 – PERFORMANCE GUARANTEE

According to Article 117 of Legislative Decree 36/2023, before signing the contract, the awarded contractor must provide a guarantee, either as a deposit or surety bond, in accordance with Article 106 of the same decree, under penalty of forfeiture of award and retention of the provisional guarantee. If a surety bond is provided, it must include the following declarations from the guarantor:

a) Waiver of the six-month period referred to in Article 1957(2) of the Civil Code;

b) Waiver of the right to enforce prior collection from the principal debtor;

c) Activation of the guarantee within 15 days upon simple written request by the contracting authority.

The guarantee covers compliance with all contract obligations, compensation for any breach, and reimbursement of overpayments relative to the final accounting, without prejudice to further damages.







The guarantee is released only upon issuance of the certificate of compliance, in accordance with Article 117(8) of Legislative Decree 36/2023.

The contracting authority may enforce the guarantee, within the maximum guaranteed amount, to cover any additional costs for completing services or in case of contract termination due to contractor fault.

ART. 17 – SAFETY

During the execution of the contract, the awarded contractor must, on their own initiative, take all necessary precautions to prevent potential damage or accidents. The contractor is fully responsible for any damages caused by their personnel to individuals, equipment, facilities, or property of the Department or third parties during service delivery.

The contractor shall be directly liable for damages to persons, property, or existing structures caused during the performance of the contract and shall bear all resulting civil and criminal liabilities, with no right of recourse or compensation from the University or its supervisory staff.

Given that the contract concerns research activities for designing and developing software, and based on safety department guidance, drafting of a DUVRI (Interference Risk Assessment Document) is not required.

However, the contractor must take all necessary precautions to comply with current workplace safety regulations and assess the presence of any additional interference risks prior to commencement. Any such risks must be reported to the Administration, which may then require a DUVRI to be drafted.

ART. 18 – PROHIBITION ON CONTRACT ASSIGNMENT

Subject to the exception in Article 120(1)(d) of Legislative Decree 36/2023, contract assignment is null and void.

ART. 19 – ASSIGNMENT OF RECEIVABLES ARISING FROM THE CONTRACT

Under Article 120(12) of Legislative Decree 36/2023, the assignment of receivables from the contract is governed by Law No. 52/1991.

To be enforceable against the contracting authority, such assignments must be executed by public deed or authenticated private agreement and must be formally notified to the debtor administration. Provided the traceability obligations are met, such assignments become valid and enforceable unless the contracting authority objects within **45 days** from receipt of the notification, via formal notice to both assignor and assignee.

ART. 20 – SUBCONTRACTING

The tasks related to the development of artificial intelligence algorithms and advanced software components provided for in this tender may not be subcontracted, due to:

• their technological complexity (to ensure the quality and consistency of the project);

• the need to guarantee a high-quality standard (to ensure a result that is uniform and consistent with the specified requirements);

• the protection of intellectual property and security (to prevent unauthorized disclosure of proprietary algorithms or sensitive data).







Any exceptions may be authorized solely for subcontractors with proven technical qualifications in the field of artificial intelligence, and only upon prior approval by the Contracting Authority.

ART. 21 – PENALTIES

In the event of delays in the execution of the services and/or in the delivery of the activities referred to in Art. 3 compared to the contractual schedule and specifications, a penalty will be applied proportionate to the days of delay.

Daily penalties for late performance shall range between 0.6‰ (per mille) and 1‰ of the net contractual amount and shall not exceed a total of 20% of said amount, under penalty of contract termination.

The Contractor must pay the penalty amount imposed by the Administration within the term specified in the notice of imposition. In case of non-payment, the Administration shall withhold the corresponding amount from the next payable invoice, without further formal notice, or shall enforce the performance guarantee for the corresponding amount, with the Contractor being required to restore the guarantee within the period prescribed by the Administration.

ART. 22 – TERMINATION OF THE CONTRACT

The Contracting Authority may terminate the contract pursuant to Art. 122 of Legislative Decree 36/2023, should the conditions, prerequisites, and circumstances outlined therein occur.

In particular, the contract may also be terminated for serious breach of contractual obligations by the Contractor that jeopardizes the proper execution of the services.

If the Project Manager identifies a serious breach, they shall initiate a contradictory procedure with the Contractor as provided in Article 10 of Annex II.14 to Legislative Decree 36/2023. Upon completion of the procedure, the Contracting Authority, based on the Project Manager's proposal, shall terminate the contract through written notice to the Contractor.

If, outside of the cases mentioned above, the service execution is delayed due to the Contractor's negligence, the Contract Execution Director shall assign a deadline (not less than 10 days, except in urgent cases) within which the services must be performed. If this period expires and, after drafting the minutes of the meeting, the non-performance persists, the Contracting Authority shall terminate the contract by written notice to the Contractor, without prejudice to the penalties already imposed.

In all cases of contract termination, the Contractor shall only be entitled to payment for the services duly performed.

ART. 23 – WITHDRAWAL FROM THE CONTRACT

Without prejudice to the provisions of Articles 88, paragraph 4-ter, and 92, paragraph 4 of Legislative Decree 159/2011, the Contracting Authority may, pursuant to Article 123 of Legislative Decree 36/2023, withdraw from the contract at any time, indemnifying the Contractor by paying for the services regularly performed up to that point.

The right of withdrawal shall be exercised by the Contracting Authority through formal written notice to the Contractor, with a notice period of no less than 20 (twenty) days. After this period, the Contracting Authority shall verify the proper execution of services delivered up to that point.







ART. 24 – CONFORMITY VERIFICATION CERTIFICATE

Within 30 days from the completion of the activities and software development, the Contract Execution Director (DEC) shall conduct the conformity verification, pursuant to Article 37 of Annex II.14 of the Code, to certify compliance with the technical, economic, and qualitative specifications of the services performed, as well as with the contractual objectives and timelines.

ART. 25 – DISPUTE RESOLUTION

For any disputes that may arise during or after the execution of the contract between the Contracting Authority and the Contractor, which cannot be resolved amicably under Article 211 of Legislative Decree 36/2023, exclusive jurisdiction shall lie with the Court of Naples.

ART. 26 – CONTRACTUAL EXPENSES

Stamp duties, fiscal registration costs, and all other charges related to the contract shall be borne by the Contractor.

ART. 27 – DOMICILE ELECTION

The Contractor undertakes to notify their legal address at which the University Administration may send, notify, or deliver any judicial or extrajudicial acts related to the ongoing contractual relationship. The University Administration is expressly released from any liability for non-delivery not attributable to it.

Project Manager

Dr. Michele Codella