



**Contracting Authority/Client Ca' Foscari University of Venice**

**Department of Philosophy and Cultural Heritage**

**Special Tender Specifications for the award of the service**

**“Data elaboration of online consultations and support in conducting focus groups and interviews”, as part of the project “PregDaT - Pregnancy Dating Challenges: Technologies and Unequal Geographies of Abortion and Childbirth Care”,**

**(Grant agreement no. 101076713, CUP: H73C23000540006)**

Settore Contabilità:

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## 1 PREMISES

Ca' Foscari University of Venice is the Host Institution of the ERC project "PregDaT Pregnancy Dating Challenges: Technologies and Unequal Geographies of Abortion and Childbirth Care", GA n. 101076713, 01/09/2023-31/08/2028, CUP: H73C23000540006, Call: HORIZON-ERC, ERC-2022-STG, Principal Investigator for Ca' Foscari University of Venice: Prof. Giulia Zanini.

The project aims to transform existing paradigms of understanding and studying pregnancy and reproduction by unpacking the black box of pregnancy dating, exposing its socio-technical and political components of pregnancy and reproductive time, and exploring whether and how these generate unequal access to abortion and childbirth. A multidisciplinary team composed of anthropologists, sociologists, and legal scholars employs qualitative methods from STS, anthropology, feminist legal studies, public health studies and visual design to investigate the process and experience of pregnancy dating in Italy, France, Greece and the United Kingdom, focusing on both in-person and remote care in different areas of these countries and in transnational contexts.

Medical protocols for Gestational Age (GA) assessment can vary widely between countries, organizations, and even individual providers. These differences influence not only medical decision-making but also the ways in which pregnant people understand pregnancy time, access abortion pills, and navigate legal and social barriers. In the context of self-managed abortion, telehealth services, and activist care networks, this process has specific challenges and opportunities. Socio-anthropological research shows that misunderstandings between providers and pregnant people about GA can lead to delays, refusals of care, or unsafe practices. In contexts of legal restriction or stigma, accurate and respectful GA assessment, whether self-reported, assisted remotely, or done in a medical setting, becomes central to ensuring safety, autonomy, and timely access to abortion.



## 2 SUBJECT AND DESCRIPTION OF THE SERVICE

This special tender specifications govern the terms, conditions and provisions necessary to carry out the service “Data elaboration of online consultations and support in conducting focus groups and interviews”. The service is part of the project, funded by the European Commission, “PregDaT - Pregnancy Dating Challenges: Technologies and Unequal Geographies of Abortion and Childbirth Care” (Grant agreement no. 101076713, CUP: H73C23000540006).

The contract for the execution of the service will have a total duration of 9 months and the activities will aim to explore how Gestational Age is assessed and communicated in the context of self-managed abortion support, with a focus on telehealth and activist-led care networks.

The supplier will support the Research team in the following activities:

- anonymisation and analysis of consultations data - anonymisation of the self-administered online consultations and then qualitative analysis of the anonymized consultation datasets including consultation data from people in the 4 different countries covered by the research project.
- 2 online Focus groups - the first focus group will collect data on practices, understandings, and challenges around Gestational Age assessment as experienced by staff in their daily work. The second focus group will be oriented towards discussing preliminary findings from the interviews.
- Online interviews with experts (10–15 people) - discussion on medical protocols, counseling practices and activist strategies.
- Analysis of supplier internal guidelines for remote consultation with abortion seekers and abortion care that will help situate the practices within formalized procedures, examining which intentions and aspirations guide questions asked during online consultations regarding gestational age, and how services manage and improve care while maintaining clinical standards in remote support

All activities will be carried out online.



The supplier and Ca' Foscari University of Venice - as client/contractor - will act in accordance with the materials provided and approved in the framework of PregDaT project (Study Protocol, Infosheets, Consent Forms, Consent-to-contact forms). The Client will provide the supplier with these materials

The supplier will be required to liaise with Ca' Foscari University of Venice-Department of Philosophy and Cultural Heritage. In particular, the supplier will be required to liaise with the Principal Investigator of the PregDaT project and with the researcher in charge for this specific activity.

### **3 SERVICE DETAILS AND ACTIVITIES TIMETABLE**

- 1- Anonymisation and data elaboration of online consultations (Historic data 01/01/2020- 31/12/2025): The supplier will anonymise data collected by providers themselves through self-administered online consultation by abortion seekers. The anonymised dataset should include information regarding the abortion seeker pregnancy information: method of pregnancy detection, procedures used for gestational age measurement, menstrual history, and the responses given during the complete consultation process. Additional information may also include medical history relevant to abortion provision (e.g., previous pregnancies, underlying health conditions, current medications, allergies, or contraindications), as well as information about the circumstances of the request for abortion care. Timeline for activities of this point 1 is the following: 26/01/2026-25/02/2026.
- 2- Anonymisation and data elaboration of online consultations (New data 01/01/2026 - 31/07/2026): see description above in point 1.
- 3- Support in the focus groups. First focus group: while individual interviews elicit personal narratives and reflections, focus groups allow participants to articulate and negotiate shared understandings in a collective setting. This dynamic provides insight into how organizational practices, norms, and collective strategies are shaped and discussed, aspects that cannot emerge from individual interviews alone. This first



focus group will collect data on practices, understandings, and challenges around GA assessment as experienced by staff in their daily work.

- 4- Analysis of consultations data: broad description - based on the information described above - of the online consultations in the period of time covered by this study from selected countries of residence.
- 5- Support in preparing and organising in depth-structured interviews with experts, 10–15 people: discussion on medical protocols, counseling practices and activist strategies. Interviews with staff will highlight their understanding and use of GA in relation to the kind of consultations they receive. Analysed through a grounded theory approach, these data will be used to resonate on abortion support and provision by comparing the results with those from other research sites throughout the whole PregDaT project.
- 6- Support in the focus groups. Second focus group: this second focus group will be oriented towards discussing preliminary findings from the dataset and interviews. Participants will be invited to reflect on these results, comment on their relevance, and share interpretations. These discussions will also generate original data, as they reveal how staff collectively make sense of research findings and situate them within their activist and professional practices.
- 7- Support in the analysis of NGO's internal guidelines for remote consultation with abortion seekers and abortion care: support in analysis of practices within formalized procedures, examining which intentions and aspirations guide questions asked during online consultations regarding gestational age, and how services manage and improve care while maintaining clinical standards in remote support.

Timeline for activities from points 2 to 7 is the following: 26/02/2026-30/09/2026.

Furthermore, the supplier must meet the following requirements, which are necessary for the provision of the service:



The supplier needs to be a specialist in telemedicine abortion service. Telemedicine, in fact, provides accessible, safe, and effective abortion care, and enables to support some of the most vulnerable patients. The supplier needs to have an international profile working across different continents, relying on a network that bring together help desk workers, trained counselors, medical professionals, reproductive rights advocates, and researchers with the aim of expanding access to abortion care. Moreover, the supplier needs to be a proven expert in conducting these activities:

- Operate a multilingual online help desk.
- Support self-managed abortion through telehealth, hotlines, and community partnerships.
- Collaborate with local activists groups worldwide.
- Provide training to healthcare providers and activists on medical abortion.
- Produce research on the safety, efficacy, and social impact of telemedicine abortion.

#### 4 PAYMENT AND BILLING METHODS

The Department will pay the contractual amount in two (2) installments:

- first installment upon completion of the first block of activities (Anonymisation and data elaboration of online consultations for the historic data part, to be completed by February, 25th 2026 following the delivery of a signed report describing the activities carried out and approved by the project PI) equal to 50% of the amount;
- second and last installment at the end of the service upon completion of all planned activities (to be completed by September, 30th 2026 - see Art. 3), following the delivery of a signed report describing the activities carried out, approved by the project PI, equal to the remaining 50% of the amount.

Payments will be made within 30 (thirty) calendar days of receipt of a valid invoice, subject to verification and certification by the Responsabile Unico di Progetto/Sole Responsabile of



the procedure (RUP) that the services have been duly performed, by means of a payment order through the Credit Institution that provides cash services for the University.

The balance will be paid after the certificate of proper implementation of the services has been issued.

A withholding tax of 0,50% will be applied to the amount of the invoices. The withholding tax will only be released upon final settlement, after the certificate of proper implementation has been issued, subject to acquisition of the DURC (Single Document of Contribution Compliance).

Furthermore, invoices will only be paid after verification of the Supplier's contribution compliance. To this end, the Department will automatically acquire the Single Document of Contribution Compliance (DURC) certifying the Supplier's contribution status. Pursuant to Article 11, paragraph 6, of Legislative Decree 36/2023 (hereinafter also referred to as the "Code" for brevity), in the event of non-compliance with contributions resulting from the Single Document of Contribution Regularity, the Sole Responsible for the procedure (RUP) shall withhold the amount corresponding to the non-compliance from the payment due to the Supplier. Payment of the amount due for non-compliance ascertained by the Single Document of Contribution Regularity shall be made by the Department directly to the social security and insurance institutions.

Invoices must clearly state:

- the service being invoiced: **Data elaboration of online consultations and support in conducting focus groups and interviews**
- ERC PregDaT
- Grant Agreement no. 101076713
- CIG, which will be provided after the financial offer has been submitted through TuttoGare system
- CUP: H73C23000540006
- VAT PAID IN REVERSE CHARGE



and should be addressed to: Ca' Foscari University of Venice - Department of Philosophy and Cultural Heritage, Malcanton Marcorà, Dorsoduro 3484/D, 30123 Venice - Tax Code 80007720271, VAT 00816350276.

If applicable, invoices, pursuant to Ministerial Decree no. 55 of April 3, 2013, should be sent in electronic format via the Interchange System (Sdi) managed by the MEF, drawn up in accordance with current tax regulations, and made out to the DEPARTMENT OF PHILOSOPHY AND CULTURAL HERITAGE - DORSODURO, 3484/D - Tax Code 80007720271 - 30123 VENICE with unique office code LZ69DU.

For payments exceeding €5,000.00 (five thousand euros), the Department will verify any non-compliance, in accordance with the provisions of Article 48 bis of Presidential Decree 602/1973, using the procedures set out in Decree No. 40 of the Ministry of Economy and Finance dated January 18, 2008.

Payment of invoices shall be made to the bank account (IBAN code) dedicated, even on a non-exclusive basis, pursuant to Article 3 of Law 136/2010 and subsequent amendments and additions, which shall be communicated by the Supplier, who shall also provide the Department with the account details, personal details, and tax code of the persons authorized to operate on it. In the event of any change in the identification details of the dedicated bank account or in the persons authorized to operate on it, the Supplier is obliged to communicate such changes promptly and in any case no later than 7 (seven) days. In the absence of such communication, no liability may be attributed to the Department for payments made according to the references in its possession.

## 5 CHANGES DURING THE EXECUTION OF THE CONTRACT

No changes to the contract may be made by the Supplier unless authorized by the Sole Responsible of the procedure, in accordance with the conditions and limits set out in Article 120 of the Code. Changes that have not been previously authorized do not give rise to any payments or reimbursements of any kind.

Pursuant to Article 120, paragraph 9 of the Code, if during the execution of the contract it becomes necessary to reduce the services by up to one fifth of the contract amount, the Settore Contabilità



Department may require the Supplier to perform the services under the conditions set out in the original contract. In this case, the Supplier may not exercise the right to terminate the contract and is required to perform the services under the same terms, prices, and conditions as the original contract and is not entitled to any compensation except for the consideration relating to the services rendered.

## 6 CONTRACTUAL AMOUNT

The total estimated amount of the contract is \$6,200.00 CAD, net of VAT at the statutory rate (VAT paid in Reverse Charge).

As this is a contract for services of a purely intellectual nature, there is no need to draw up a single interference risk assessment document (DUVRI) pursuant to Article 26, paragraph 3 bis, of Legislative Decree 81/08.

The costs for interference safety pursuant to Article 26 of Legislative Decree No. 81/2008 are zero. Similarly, Article 41, paragraph 14 of the Code is not applicable, as these are purely intellectual services.

## 7 DURATION OF SERVICE/DELIVERY TERM OF SUPPLY

The service development timeline will be as follows:

1. Delivery of the Report on the anonymisation and data elaboration of online consultations: 13/03/2026
2. Delivery of the Report on the planned activities (New data, 2 Focus groups, Interviews with experts and analysis of supplier's internal guidelines): 16/10/2026

The duration of the service is set at 9 months, starting from 26/01/2026.

## 8 TECHNICAL AND ACCOUNTING CONTROL



The coordination, management, and technical and accounting control of the contract's execution are carried out by the RUP, who verifies its regular progress with the support of the Principal Investigator of the PregDaT Project.

## 9 PENALTIES

The Department will apply a daily penalty for late fulfillment equal to 0.5 per thousand of the net contract amount with respect to the deadline referred to in Article 7 above.

Penalties shall be applied following formal notification by the Sole Responsible of the Procedure regarding the Supplier's proven non-compliance. The Supplier shall be notified of the non-compliance found by certified email and formally informed of the application of penalties. In the notification, the Department shall indicate the reasons, the amount and the methods of payment of the penalty due, in accordance with the procedures laid down by law.

The Supplier has the right to object by submitting its counterarguments to the Sole Responsible of the Procedure via certified email within 5 (five) working days of receipt of the communication. If these counterarguments are not received within the specified time limit, or if, despite being received in a timely manner, they are not deemed by the Sole Responsible of the Procedure to justify the breach, the relevant penalties will be applied.

If the Supplier fails to pay the penalties, the Department shall deduct them from the amounts due to the Supplier, without prejudice to the right to claim compensation for any further damages suffered as a result of the non-compliance.

The maximum overall limit for the application of penalties is 10% (ten percent) of the net contract amount; once this limit has been reached, the Department may not apply further penalties, but may terminate the contract pursuant to Article 1456 of the Italian Civil Code, without prejudice to compensation for further damages.

Penalties will not be applied for any delays due to force majeure or unforeseeable circumstances, which must be adequately documented by the Supplier.



## 10 OBLIGATION TO TRACE FINANCIAL FLOWS

The Supplier, under penalty of absolute nullity of the contract, undertakes the obligation of traceability of financial flows referred to in Article 3 of Law 136/2010 and subsequent amendments and additions.

The Supplier shall communicate the identification details of the dedicated current account(s), even if not exclusively for the contract, as well as the personal details (name and surname) and tax code of the persons authorized to operate on said account(s), accompanied by a copy of their identity document. The declaration must then be signed by the legal representative of the contracting company and sent to the Contracting Authority via the Tuttogare platform.

Pursuant to and for the purposes of Article 3, paragraph 1, of Law 136/2010 and subsequent amendments and additions, payments will be made by the Department by bank transfer to a dedicated current account, or by other means of collection or payment suitable for ensuring the full traceability of transactions. In this regard, pursuant to paragraph 5 of the aforementioned law, the means of payment must show, in relation to each transaction carried out by the Department, the tender identification code (CIG) assigned by the National Anti-Corruption Authority at the request of the Department itself.

Furthermore, according to the provisions of Article 3, paragraph 9 bis of Law No. 136/2010, failure to use bank or postal transfers or other instruments suitable for ensuring the full traceability of transactions in financial transactions relating to payments made by suppliers, subcontractors, and sub-contractors in the supply chain of companies involved in any way in the performance of this contract shall constitute grounds for termination of the contract pursuant to Article 1456 of the Italian Civil Code.

Finally, the Supplier undertakes to provide all documentation proving compliance, on its part and on the part of subcontractors and sub-contractors in the chain of companies involved in any way in the performance of this contract, with the obligations of traceability of financial flows referred to in Law No. 136/2010.

The Supplier, who is aware of the failure of its counterparty to comply with financial traceability obligations, undertakes to notify the Department and the Prefecture - Territorial Office of the Government of the Province of Venice.



## 11 WITHDRAWAL

Pursuant to Article 123 of Legislative Decree 36/2023, the Department may withdraw from the contract at any time, subject to payment for services duly performed. The exercise of the right of withdrawal shall be preceded by formal notification to the supplier sent via email with at least twenty consecutive calendar days' notice, after which the Department shall verify the regularity of the services rendered.

## 12 TERMINATION OF THE CONTRACT – EXPRESS TERMINATION CLAUSE

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

The Department, pursuant to Article 122, paragraph 2, letter b) of the Code, shall also terminate the contract if a final measure has been taken against the Supplier ordering the application of one or more preventive measures referred to in the anti-mafia code and related preventive measures, or if a final conviction has been handed down for the crimes referred to in Chapter II, Title IV, Part V, Book II of the Code.

Pursuant to and for the purposes of Article 1456 of the Italian Civil Code (express termination clause), the Department reserves the right to terminate the contract in the following cases:

- a. loss of possession of the general requirements referred to in Articles 94 and 95 of the Code;
- b. violation of the prohibition on assignment of the contract referred to in Article 17 below;
- c. violation of the code of ethics and conduct referred to in Article 20 below;
- d. violation of the confidentiality obligations referred to in Article 14 below;
- e. exceeding, as ascertained by the RUP, the 10% threshold for the application of penalties on the value of the contract, as referred to in Article 9;
- f. manifest inability or unsuitability, even if only legal, to perform the services;



- g. violation of the rules on the traceability of financial flows referred to in Article 10;
- h. verified non-compliance by the contractor with the laws on accident prevention, occupational safety, and compulsory insurance for personnel in the performance of the activities provided for in the contract;
- i. when failure to comply with injunctions or warnings issued within the imposed terms is verified;
- j. in all other cases expressly provided for in the text of these Special Tender Specifications, even if not referred to in this article.

The termination of the contract will be communicated to the Supplier by the Sole Responsible of the procedure via certified email and will take effect, without any prior warning from the Supplier, from the date of receipt of the same.

If a serious breach is ascertained, such as to compromise the regular performance of the services in question, the Supplier will be challenged, initiating the procedure governed by Article 10 of Annex II.14 to Legislative Decree 36/2023. At the end of the proceedings, if the counter-arguments presented by the Supplier are assessed negatively, or if the deadline for the presentation of counter-arguments has expired without the Supplier having responded, the Department, on the proposal of the Sole Responsible of the procedure, shall declare the contract terminated by written notice to the Supplier.

If the performance of the services, outside of the above provisions, is delayed due to the Supplier's negligence, the Sole Responsible of the procedure shall assign a deadline, not less than ten days, except in cases of urgency, within which to perform the services. Once the deadline has expired and a report has been drawn up in consultation with the Supplier, if the breach persists, the contract shall be terminated by written notice to the Supplier, without prejudice to the payment of penalties.

In the event of termination of the contract, pursuant to Article 122, paragraphs 5 and 6 of the Code, the Supplier shall only be entitled to payment for services duly performed, less any additional costs arising from the termination of the contract and any additional expenses incurred by the University for the new contract.

For anything not expressly provided for in this article, Article 122 of the Code shall apply.  
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## 13 CONTRACT TERMS AND EXPENSES

The service in question is not subject to VAT pursuant to Article 72 of Presidential Decree 633/72, therefore the invoice must include the following wording (in addition to the CIG):  
VAT paid in reverse charge, project: ERC PregDaT (Grant Agreement No. 101076713) - CUP: H73C23000540006 - CIG: which will be provided after the financial offer has been submitted through TuttoGare system

## 14 CONFIDENTIALITY OBLIGATION

**Confidential Information** is defined as all information provided in tangible and intangible form, including, but not limited to, deeds, documents, drawings, product samples, data, analyses, reports, studies, graphic representations, documents, reports relating to technology and production processes, models, and tables that are communicated by the Department (hereinafter the “Disclosing Party”) to the Supplier (hereinafter the “Receiving Party”) within the scope of this contract and expressly identified as confidential/reserved.

The confidential nature of the Confidential Information must be highlighted in writing using the words “confidential” or “private.” Confidential Information communicated verbally or acquired visually must be qualified as such in writing by the Disclosing Party before the end of the interview/meeting during which such information was conveyed by the Disclosing Party to the Receiving Party.

The Principal Investigator of the project for the Department, and the Supplier shall act as contact persons for confidential and proprietary information.

By signing this agreement, the Receiving Party undertakes to maintain confidentiality and not to disclose the content of the Confidential Information to third parties without the prior written consent of the Disclosing Party. The Receiving Party undertakes in any case to treat and protect the Confidential Information with the utmost diligence possible and, in any case, to apply all measures that the Receiving Party adopts to treat and protect its own confidential



information of a similar nature. The confidentiality obligations established in this agreement shall be complied with by the Receiving Party for a period of ten years from the date on which each piece of Confidential Information is communicated to the Receiving Party.

The confidentiality obligations established in this Agreement shall not apply to information:

- that are already in the public domain and/or belong to the state of the art before or at the time they are communicated by the Disclosing Party to the Receiving Party;
- that become in the public domain after being communicated by the Disclosing Party to the Receiving Party, through no fault of the latter;
- that they have been acquired without confidentiality restrictions from third parties;
- that they have been acquired and/or developed independently by the Receiving Party's personnel who did not have access to the Confidential Information;
- whose disclosure by the Receiving Party to Judicial or Administrative Authorities is required of the Receiving Party by law or regulation, or by the Judicial or Administrative Authorities themselves, in which case the Receiving Party shall promptly notify the Disclosing Party in writing prior to such disclosure or, if this is not possible, immediately afterwards and communicate the manner in which the information will be delivered in order to limit its dissemination as much as possible, provided that such notification is not prohibited by the Judicial or Administrative Authority that requested the Confidential Information or by legislative or regulatory provisions.

Except as provided for in Article 15 below regarding scientific publications, the results of research activities shall also be considered Confidential Information.

The Receiving Party undertakes to limit the dissemination of Confidential Information within its organization to those persons who need to know it due to the nature of their duties.



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

The Supplier is obliged to keep confidential any data and information of the Department that may come to its knowledge during the term of the contract. Such data shall be used by the Supplier exclusively for purposes related to the subject matter of the contract and may not be disclosed for any reason.

In particular, the contractor must:

- a. maintain absolute confidentiality regarding administrative and/or technical documents and records and any other information material that comes into its possession during the performance of the contract;
- b. safeguard and keep confidential all types of documentation or material made available to it by the Contracting Authority for the performance of the services requested;
- c. not disclose, for any reason whatsoever, the information acquired from the Administration during the performance of the contract, even after the expiry of the Contract, except in cases where the Contracting Authority has given its prior and formal consent;

The Supplier shall adopt, within its organizational and operational structure, the appropriate measures to ensure that the above obligations are scrupulously observed and enforced by its collaborators and employees, as well as by any third parties involved in the execution of the contract. In the event of proven non-compliance with the obligations of this article, the Department shall have the right to terminate the contract, without prejudice to any other action for compensation for damages.

The Supplier shall not use the information transmitted to it by the Department, or otherwise acquired during the execution of the agreement and relevant to the Department, for purposes other than those provided for in this agreement without the prior written consent of the Department.

Similarly, the Department undertakes not to disclose information concerning the Supplier to third parties without the prior written consent of the Supplier.



The confidentiality obligation referred to in the previous articles shall remain in force for a period of 5 years after the expiry date of this contract.

The parties mutually acknowledge that they have received the information required by Law 675/96 regarding the processing and communication of data.

The Supplier must always comply with current European and Italian legislation, including in terms of security, privacy, copyright, and intellectual and/or industrial property, accessibility, and usability.

## **15 OWNERSHIP OF RESULTS AND THEIR PUBLICATION**

The Department shall be the sole and exclusive owner of all intellectual property rights relating to the results achieved in the performance of this contract. Therefore, only the Department may authorize or prohibit any possible exploitation (e.g., reproduction, distribution, transformation, and/or public communication).

The Department retains the assignment of all exclusive rights to the results, in perpetuity, for all meanings subsumed within the term exploitation and without territorial limits.

The term intellectual property rights shall refer to any rights inherent therein, including, without limitation, source codes and object codes, user manuals, databases, codes, copyrights, trademarks, designs, logos, know-how, information rights, patents, models, inventions (patentable or not), working procedures, models, prototypes, and everything related to industrial and intellectual property which, regardless of their nature, concerns the results achieved by the Supplier.

In particular, the Supplier grants the Department, without the right to further remuneration beyond that provided for in Article 5 of these Special Specifications, the right to use and exploit, for any purpose, in the manner deemed most appropriate by the Department and without limitation of time or place, the results of the activity carried out by the Supplier in execution of the contract.



## 16 SUPPLIER RESPONSIBILITY

All responsibility for the performance of the service lies entirely with the Supplier, who must provide the services covered by these Special Tender Specifications using its own resources, organization, and business risk, bearing the costs of finding and using the necessary personnel, resources, and documentation.

The Supplier shall perform the assignment under the conditions set out in these Special Specifications, in the exclusive interest of the Department and in compliance with all the instructions and requests provided/submitted by the latter.

The Supplier shall be liable, within the limits of the law, for any damage caused, even if detected after the expiry of the service referred to in these Special Specifications, including any direct or indirect damage that may arise from wilful misconduct, negligence, errors, omissions, or professional misconduct on the part of the Supplier.

The Department shall be entitled to compensation for any damage suffered, attributable to the Supplier, as highlighted in the preceding paragraph.

## 17 TRANSFER OF THE CONTRACT

Without prejudice to the provisions of Article 120, paragraph 1, letter d) of Legislative Decree 36/2023, the total or partial transfer of the contract is null and void.

## 18 CREDIT TRANSFER

The provisions of Law No. 52 of February 21, 1991, apply to credit transfers pursuant to Article 120, paragraph 12, of the Code. In order to be enforceable against the University, credit transfers must be stipulated by public deed or authenticated private agreement and must be notified to the debtor administration.

Without prejudice to compliance with traceability obligations, assignments of receivables from contract payments are effective and enforceable against the University if the latter does not reject them by means of a notice to be served on the assignor and the assignee within 30 (thirty) days of notification of the assignment. In any case, the University to which the



assignment has been notified may raise against the assignee all the objections that can be raised against the assignor on the basis of the contract entered into with the latter.

## 19 DOMICILE AND DISPUTES

For all legal purposes, the domicile is elected by the University in Venice, Dorsoduro 3246, and by the Supplier at its registered office.

For any disputes that may arise between the Department and the Supplier, including those relating to the interpretation, execution, termination of the service, or in any way connected thereto, the Court of Venice shall have exclusive jurisdiction.

## 20 CODE OF ETHICS AND CONDUCT

The provisions of the Code of Conduct for Public Employees (Presidential Decree No. 62/2013), insofar as they are compatible, pursuant to Article 2, paragraph 3, of the same decree, apply to all collaborators of the supplier in any capacity; the provisions of the University's Code of Ethics and Conduct - adopted by Rector's Decree No. 1116 of November 5, 2019, amended by Rector's Decree No. 765 of June 29, 2023, and published on the website of Ca' Foscari University of Venice (<https://www.unive.it/pag/8162/>) - insofar as they are compatible, to the Supplier's collaborators in any capacity. The Supplier undertakes to ensure that its employees and collaborators comply with the aforementioned Code, under penalty of termination of the contract pursuant to Article 1456 of the Italian Civil Code.

## 21 PROCESSING OF PERSONAL DATA

Pursuant to Article 13 of EU Regulation No. 2016/679 (GDPR 2016/679), the personal data collected will be processed exclusively within the scope of this assignment and, with reference to the Supplier, for the signing of the contract and for the fulfillment of obligations strictly related to the management of the contract itself. The processing of personal data is legitimized by the following legal bases:

1. necessity of processing for the conclusion and performance of the contract, including in the pre-contractual phase (Article 6(1)(b) of the GDPR);



2. necessity of processing for compliance with legal obligations to which the controller is subject (Article 6(1)(c) of the GDPR);
3. necessity of processing for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller (Art. 6(1)(e) of the GDPR).

The Supplier may exercise the rights provided for in Articles 15 et seq. of GDPR 2016/679 against the University at any time. The processing will be carried out using IT and paper-based tools, in compliance with the security measures referred to in Article 32 of the GDPR, by specially authorized persons, in accordance with the provisions of Article 29 of the GDPR, or by external parties appointed as data processors pursuant to Article 28 of the GDPR who perform instrumental or ancillary activities. Outside of these cases, the data will not be disclosed to third parties or disseminated, except in cases specifically provided for by national or European Union law. The University's Data Protection Officer (DPO) can be contacted at the following address: Ca' Foscari University - Data Protection Officer, Dorsoduro 3246, 30123 Venice, or at [dpo@unive.it](mailto:dpo@unive.it). The data controller is Ca' Foscari University of Venice, represented by the Rector, with registered office in Dorsoduro 323246, 30123 Venice ([rettore@unive.it](mailto:rettore@unive.it); [protocollo@pec.unive.it](mailto:protocollo@pec.unive.it); switchboard: +39 041 234 8211).

The Supplier shall be appointed, by specific deed, as the data processor responsible for the data it will come into possession of during the performance of the service, pursuant to Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016. To this end, the Supplier must have the experience, technical skills, and resources necessary to implement appropriate technical and organizational measures to ensure that the processing of personal data on behalf of the data controller complies with personal data protection legislation and guarantees the protection of data subjects.

## 22 WORKER PROTECTION

The Supplier must comply with the rules and regulations on protection, safety, health, insurance, assistance, contributions, and remuneration of workers.

The Supplier is required to comply with, and ensure that its employees comply with, the provisions in force on safety in the workplace, providing staff with all the protective

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equipment necessary to ensure maximum safety in relation to the services to be performed, and must adopt all the procedures and precautions required by the regulations to ensure the safety of the staff performing the services and of third parties, relieving the Department of any liability for any non-compliance.

### **23 APPLICABLE LAW**

For anything not expressly governed by these special tender specifications, the general terms and conditions of contract relating to the Public Administration Electronic Market tender for service CPV 79315000-5 Servizi di ricerca sociale, Legislative Decree 36/2023, and the provisions of the Civil Code governing the matter shall apply.

The RUP (Sole Responsabile of the Procedure)

Avv. Esterita Vanin