



**SPECIALIST CONSULTANCY FOR ADOPTION OF EU REGULATION 139/2014
AND CONVERSION OF AIRPORT CERTIFICATE**

CONTRACTUAL TERMS AND CONDITIONS

1. INTRODUCTION - SUBJECT

In light of the promulgation of EU Regulation 139/2014, which sets out the administrative requirements and procedures common to all European airports, Torino airport must undertake, by 30/11/2016, the conversion process for the current "Airport Certificate", obtained in compliance with the ENAC "Regulation for the Construction and Exercise of Airports".

The service forming the subject of the present order consists in a specialist consultancy to support SAGAT in its adoption of EU Regulation 139/14 and conversion of the Torino Airport Certificate, in compliance with the said Regulation, with particular reference to:

- verification pathway for conformity of the airport's organization, operations and infrastructures through the use of check-lists
- management of non-conformities with the drafting of a safety assessment where necessary
- development of the Certification Basis.

2. SERVICE EXECUTION: DESCRIPTION AND MODALITY

Merely by way of example, the consultancy will have as its subject the following activities:

- Definition of a management plan to coordinate and implement the activities to obtain certification in compliance with EU regulation 139/14
- Drafting of a Gap analysis via check-lists to verify compliance with:
 - Requirements for organization and operations (Implementing Rules, Acceptable Means of Compliance and Guidance Material);
 - Requirements concerning infrastructures (Certification Specifications and Guidance Material);
- Management of possible non-conformities for requirements relative to organization, procedures and infrastructures through AltMOC, ELOS, DAAD and SC, drafting, in addition, the Safety Assessment.
- Support in collecting and organizing documentation in order to confer the airport certification in compliance with the new community regulation (Certification Basis; Airport Manual; Compliance Check List; necessary explanatory reports or presentations; support, as regards those areas for which it is competent, in drawing up agreements with third parties);
- Definition and verification process with ENAC in order to convert the Airport Certificate;
- Support during the entire certificate conversion phase in compliance with EASA regulations, including audits;
- Execution of Risk Assessment to redefine the handling rules for aircraft, vehicles and personnel on the north apron and on the aircraft stand taxilane M and consequent proposal to modify the apron layout and the operational procedures;

- Drafting of a Risk Assessment to verify alternative methods of compliance with EU regulation 139/2014 regarding:
 - transversal and longitudinal runway slopes and relative Shoulder, Strip, Clearway and RESA;
 - transversal and longitudinal slopes of taxiway and relative strip;
 - apron slopes.
 Technical measurements of the slopes are excluded from the present assignment and are the responsibility of SAGAT.

The activity will be structured in three phases:

Phase 1: Execution of a Gap analysis to verify compliance with the requirements of EU regulation 139/14 using check lists; drafting of risk assessments as set out in the present specification.

Phase 2: Drafting of documentation required for the process with ENAC in order to convert the certificate (Certification Basis; Airport Manual; Compliance Check List; necessary explanatory reports or presentations; support, relative to the pertinent areas, in drafting agreements with third parties);

Phase 3: Support during audit activities carried out by the ENAC Surveillance Team to obtain the EASA Airport Certificate.

3. ASSIGNEE RESPONSIBILITIES

The Assignee is responsible for airport inspections, participation in coordination meetings with SAGAT representatives and with other externals and all travelling, board and accommodation expenses.

The Assignee is also responsible for costs due to any need on the part of the said Assignee to carry out technical or documentary studies in order to ensure the correct and complete execution of the required professional service.

The consultancy does not include aeronautical studies or risk assessments that may be required to demonstrate alternative methods of complying with the regulation which are different from those expressly requested in paragraph 2.

4. EXECUTION TIMES

The assigned activities, as set out in point 2. SERVICE EXECUTION: DESCRIPTION AND MODALITY, must be carried out in accordance with the work programme proposed by the Assignee in the bid for the conversion of the current "Airport Certificate" expiring on 30/11/2016. Where the current "Airport Certificate" is extended by ENAC, the expiry date for the activities set out in point 2 will be deferred to a date to be defined and no later than 31/12/2017 as set out in EU regulation 139/2014.

5. PAYMENT

The payment will be set out on the “Bid Form”, excluding VAT or resulting from negotiations which SAGAT reserves the right to carry out with the party making the best offer, and is understood to be inclusive of all assigned services.

6. INVOICING AND PAYMENTS

Invoices can be issued for:

- 30% of the amount due to you at the end of phase 1;
- 40% of the amount due to you at the end of phase 2;
- The remaining 30% of the amount due to you, at the end of all the assigned activities.

The Assignee acknowledges and accepts that SAGAT has the right, in compliance with article 1241 civil code, to pay, entirely or in part, the amounts due to the Assignee with the receivables claimed by the latter under any heading relative to the said Assignee.

In derogation of what is set out in article 4 paragraph 2 of Legislative Decree 231/2002, the lump sum payment provided for therein can be paid by SAGAT to the Assignee solely where the delay in payments involves sums greater than €10,000 and extends for a period not less than 60 days from the date the payment was due.

All payments will be made 60 days from the end of the month the invoice is made out by means of bank transfer.

All payments, for the purposes of traceability of financial flows as set out in article 3 Law 136/2010 and subsequent modifications and integrations, will be made in compliance with the modalities set out in the above-mentioned regulation. More specifically, the Assignee undertakes to regulate, for himself and for other subjects under various headings involved in the execution of the present open order, subject to resolution of the relative contractual relations, the reciprocal transactions solely in accordance with the modalities set out in Law no. 136/2010 and subsequent modifications and integrations

To this end the Assignee undertakes to communicate the details of the relevant current accounts as set out in paragraph 1 of article 3 of the above-mentioned regulation, as well as the details and tax code of the persons delegated to access the said accounts. The said subjects will undertake, while the open order is valid, to communicate any modification relative to the data communicated.

All transactions between SAGAT and the Assignee, between the latter and any other subjects under any heading involved in the execution of the order, must bear the identification code **CIG no. XXXXXXXXX**.

Reference should be made, in completion of the traceability obligations relative to financial flows, to the following article, “provisions set out in Law 136/2010 and subsequent modifications and integrations” as regards anything not specifically expressed in the present article.

All payments will be carried out subject to verification of the correct payment of national insurance and compulsory insurance payments for accidents at work and professional illnesses – certified by means of the

legal contributions certification document (DURC) – for the employees of the Assignee.

Payments will not be made where the DURC indicates any contributions irregularities.

The suspension of payments for the above reasons can continue until it is verified that all relative contributions have been made correctly, with the issue of a DURC confirming the said regular contributions, and without the Assignee being able to make any claim relative to the said suspension of payments.

7. PENALTIES

Relative to any failure to comply with the terms set out in point 4. EXECUTION TIMES, SAGAT reserves the right to apply a penalty of €200 for each day of delay, up to a maximum of 10 days, without prejudice to any further damages.

Once the said period has elapsed, with the Assignee still failing to fulfil his obligations, SAGAT reserves the right to resolve the contract in compliance with article 1456 civil code.

8. CONFIDENTIALITY

The present contract assumes confidentiality, relative to any person, as regards any facts, information, knowledge, documents and objects which the Assignee becomes aware of during the execution of the present contract, or which have been communicated by SAGAT relative to the fulfilment of the agreed undertakings.

The Assignee therefore undertakes to treat as confidential any data and information of which he becomes aware during the execution of the present contract.

Such data and information cannot therefore be divulged or communicated to third parties without the express written authorization of SAGAT, without prejudice to any legal obligations or public authority regulations.

9. SUBCONTRACTING

Subcontracting all or part of what has been assigned is forbidden. Failure to comply with this requirement will trigger resolution of the contract in compliance with article 1456 civil code.

10. PERSONAL DATA PROCESSING

In compliance with Legislative Decree 196/2003, SAGAT will process, communicate and diffuse personal data relative to the Assignee solely for those aims connected with the execution of the obligations entered into under the present assignment.

The Assignee, however, can exercise all rights as set out in article 7 of Legislative Decree 196/2003.

Owner of data processing: SAGAT Spa, Strada San Maurizio 12, Caselle T.se (TO).

11. OBLIGATIONS REGARDING WORK SAFETY

The Assignee must comply with what is set out in the annex, INFORMATION DOCUMENT ON RISKS AND PREVENTION MEASURES drafted in compliance with the provisions of article 26 paragraph 1 letter b of Legislative Decree 81/2008 in which the specific risks present on the airport site are set out.

The Assignee, if he has not already done so, undertakes, when signing the contract, to submit a copy of a currently valid and complete certification of enrolment in the Chamber of Commerce for Industry, Agriculture and Handicraft, or a substitute declaration in compliance with Presidential Decree 445/2000.

The validity of the contract is conditional on the submission of the above-mentioned documentation.

12. OBLIGATIONS SET OUT IN LAW 136/2010

The Assignee undertakes to carry out all obligations relative the traceability of financial flows, as set out in article 3 of Law 136/2010 and subsequent modifications.

The Assignee undertakes, for himself and for other subjects under various headings involved in the execution of the present contract, to regulate, subject to resolution of the respective contractual relations, reciprocal transactions solely in accordance with the modalities set out in Law no. 136/2010 and subsequent modifications and integrations.

The Assignee undertakes to insert in contracts with any subcontractors and subcontracting parties in the chain of companies under any heading, or with which he enters into contact relative to the execution of the present contract, the following clause, subject to nullity of the contract in question: "In compliance with article 3, paragraph 8, of Law no. 136/2010 and subsequent modifications and integrations, with the stipulation of the present contract, the parties irrevocably assume all obligations of traceability of financial flows as set out in Law no. 136/2010 and subsequent modifications and integrations"

Similarly, the Assignee, in all situations where he becomes aware of any failure to carry out, on the part of his counterpart, those obligations concerning financial flows, as set out in article 3 of Law no. 136/2010 and subsequent modifications and integrations, undertakes, in accordance with what is set out in article 3, paragraph 8, Law no. 136/2010 and subsequent modifications and integrations, to proceed with the immediate resolution of the contractual relationship, and provide immediate communication of the same to SAGAT and the Prefecture – territorial office of the territorially competent government authorities.

Without prejudice to any other right and remedy as set out in favour of SAGAT in compliance with the law or the present contract, the parties hereby agree that the contractual relationship will be resolved, without prejudice to any compensation for damages, in compliance with the provisions of article 1456 civil code, in all cases in which the transactions covered by the same have been carried out without using the appropriate instruments, allowing the complete traceability of operations, in accordance with what is set out in compliance with article 3 of Law no.136/2010 and subsequent modifications and integrations, and in

general in all cases involving any failure to comply with the obligations set out in the present article and in article 3 of Law 136/2010.

13. ACCESS AND CIRCULATION OF PEOPLE AND VEHICLES IN THE INTERNAL AIRPORT AREA

The assigned interventions will be carried out within the airport customs area.

Access by people and vehicles to the area will be subject to compliance with current airport regulations.

- a) Relative to the issue of the permit required for access to the customs area, the Assignee's personnel must, at the latter's expense, previously attend a certified airport security course.

The request for permits must be made within four days of the date of receipt of the present order, following the instructions set out on: www.aeroportoditorino.it in the section, SAGAT - REGULATIONS - DOCUMENTS AND CERTIFICATIONS - ACCESS AND PERMITS, as well as attaching the documentation indicated therein. Together with the said request, the Assignee must also, at the same time, draw up a list of the persons for whom he is requesting a customs area access permit, authorized to carry out escort service, as set out in Regulation (EU) 185/2010, and subsequently accepted by the National Programme for Civil Aviation Safety – edition 24.2.2012 (Section 1, point 1.2.7.3.2.); in compliance with the said provisions, “exceptionally” i.e. for “unexpected, sudden, non programmed and/or non programmable, or in any way unforeseeable situations”, access is permitted to the customs area by the Assignee's personnel, as is that of the other subjects who, under various headings, are involved in the execution of the present assignment, even if they are not in possession of the appropriate airport entrance card, provided access is accompanied by the escort provided by the Assignee.

It is hereby specified that vehicles must be insured, not just for damage to persons, but also for damage to aircraft, airport vehicles and infrastructures, caused within the fenced customs airport areas, without any sub-limits and/or exemptions for an overall maximum of not less than €10,000,000 for circulation on the perimeter road and €20,000,000 for interventions in all other internal airport areas.

The same procedure will be adopted for sub-contractors. The insurance contracts must expressly cover the above-mentioned points.

- b) In compliance with airport regulations, adopted by ENAC with Order 32/2007, the drivers of vehicles used in the customs area must have Airside Airport Licences, issued by the manager, which confirm that the same have successfully attended a theoretical and practical training programme that is appropriate for the type of functions they are going to carry out. The cost for the above-mentioned authorization will be borne solely by the Assignee.

Within 7 days of receipt of the present order, the Assignee must communicate to SAGAT the dates set for the courses to be taken in order to obtain the permits and licences that guarantee correct operational activities on the work sites (airside and landside). The

Assignee also undertakes to define the above-mentioned dates such that they are compatible with the operational schedules set out in the contract.

All costs relative to the issue of permits will be borne by the Assignee.

The price list relative to the issue of cards, permits, licences for access to the internal airport area is published and can be viewed on: www.aeroportoditorino.it in the section: SAGAT - REGULATIONS - DOCUMENTS AND CERTIFICATIONS - ACCESS AND PERMITS.

The Assignee will also be responsible for the costs incurred relative to any parking permits for his employees involved under any heading in the service.

Further information on Regulations for access to the customs area and on permit issue modalities is available on the site and in the above-mentioned sections or can be obtained by contacting the Permit Office by telephone using the number: 011/5676358.

14. LEGISLATIVE DECREE 231/2001

SAGAT has adopted an organization, management and control model in compliance with Legislative Decree 231/2001. Where, during the execution of the present contract, the Assignee is found guilty of carrying out any of the crimes set out in the Legislative Decree in question, SAGAT reserves the right to resolve the said contract.

15. SUPPLIER CHANGES – ASSIGNMENT OF CONTRACT

The Assignee, where there is (a) a transfer of shareholdings, a modification of the company composition, a transformation or other legal change that leads to a change in the “control” of the said Assignee (as defined in article 2359, paragraph 1, nos. 1 and 2, civil code) or (b) a legal change that involves the transfer or assignment, even if only temporary, to company third parties, or to a branch of the company, including the simultaneous transfer of the present contract in compliance with article 2558 civil code, the Assignee will be required to provide written communication of the same to SAGAT within 30 (thirty) days from the date when the actions or transfers set out in (a) or (b) came into effect. In such situations SAGAT will have the right to freely withdraw, without incurring any costs, from the present contract, providing communication of the same which will be sent to the Assignee, via registered letter with advice of receipt or certified electronic mail, within 30 (thirty) days of the communication mentioned above or, where SAGAT receives no communication, within 30 (thirty) days from the date in which SAGAT becomes aware of the said event.

The contract cannot be transferred. Failure to comply with this obligation will trigger resolution of the contract in compliance with article 1456 civil code.

16. CODE OF ETHICS

SAGAT has adopted its own code of ethics, an extract of which can be viewed on the site www.aeroporto torino.it in the section SAGAT – Who We Are – SAGAT GROUP - Governance.

The Assignee hereby undertakes to ensure that his relations with SAGAT comply with what is set out in the said Code of Ethics.

17. ENERGY MANAGEMENT SYSTEM

SAGAT has implemented an energy management system in accordance with Standard ISO 50001:2011 and adopted an energy policy that can be viewed on site www.aeroporto torino.it in section SAGAT – Who We Are - Environment - Energy Management System.

The Assignee hereby undertakes to ensure his relations with SAGAT comply with the said system and with the energy efficiency aims set out therein.

18. EXPENSES

Any expenses and contractual stamp, registration and accessory costs are the responsibility of the Assignee.

19. LEGAL JURISDICTION

Should any disputes arise regarding the contract, the Court of Torino will enjoy exclusive jurisdiction.