

## **Call-Off Contract**

concluded between the Parties and on the date both as stated further herein  
on the basis of the Framework Agreement defined further herein

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This Call-Off Contract (the "**Contract**") is made on the date stated at the bottom between the Customer and the Supplier as specified in the Appendix 1 hereto (individually "**Party**" and jointly "**Parties**"), by making and Order under the Framework Agreement specified in the Appendix 1.

**IT IS AGREED AS FOLLOWS:**

**1. Definitions, Structure and Interpretation**

1.1 In this Contract, unless expressly indicated otherwise, the following terms shall have the following meanings:

- (a) "**Charges**" means the prices (exclusive of any VAT as and if applicable), payable to the Supplier by the Customer under the Contract.
- (b) "**Group**" means, in relation to a Party, the Party, its subsidiaries, its holding companies and any subsidiaries of such holding companies.
- (c) "**Intergovernmental Organisation**" means any Customer who has the status of an intergovernmental organization.
- (d) "**OIP**" means, if any, the entity who licensed the Supplier to resell the Services.
- (e) "**OIP Enrolment**" means, if any, OIP's agreement governing Services delivery to Customer.
- (f) "**Order**" means an order for Services sent by the Customer to the Supplier in accordance with the Framework Agreement.
- (g) "**Service Terms**" mean Supplier's terms and conditions governing the Services.
- (h) "**Services**" means the services detailed in Schedule 2.
- (i) "**Working Days**" means any day other than a Saturday, Sunday or public holidays in the jurisdiction of the Customer's seat.

1.2 The interpretation and construction of this Contract shall all be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- (d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (e) headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract;
- (f) the Appendices form part of this Contract and shall have effect as if set out in full in the body of this Contract and any reference to this Contract shall include the Appendices;

- (g) references in this Contract to any clause or sub-clause or Appendix without further designation shall be construed as a reference to the clause or sub-clause or Appendix to this Contract so numbered;
- (h) references in this Contract to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Appendix to this Contract so numbered; and
- (i) reference to a clause is a reference to the whole of that clause unless stated otherwise.

1.3 This Contract comprises its clauses and the Appendices:

Appendix	Title
1	Contract Details
2	Order
3	Services and Charges
4	Framework Agreement including its parts as indicated therein
5	Service Terms and, if any, OIP Enrolment

## 2. Subject Matter of the Contract

2.1 The Supplier and/or OIP shall provide the Services to the Customer in accordance with the relevant provisions of this Contract and, if applicable, the provisions of the OIP Enrolment entered into on or about the date hereof.

## 3. Contract Term

3.1 Contract becomes effective and expires on the dates stated in the Appendix 1, unless terminated early according to Service Terms.

3.2 The provisions of clauses 6, 7, 11 and 12 shall survive the termination or expiry of this Contract, together with any other provision which is either expressed to or by implication is intended to survive termination.

## 4. Charges

4.1 In consideration of the Supplier's provision of the Services, the Customer shall pay the Charges according to the prices set out in Appendix 3 and following the Supplier's invoice issued after the provision of Services in accordance with Appendix 3.

4.2 Subject to any terms and conditions described in Appendix 3, Charges are inclusive of any and all data transport (ingress and egress) related charges, and the Supplier shall not charge Customer for any data transport (ingress and/or egress) in and out of Supplier's infrastructure.

4.3 The Supplier's billing portal and all invoices raised shall be in Euro, except for Customers outside of the Eurozone whose billing and invoices shall be in the currency local to the Customer, unless the Parties expressly agree otherwise. Any exchange rate applied shall be calculated using the exchange rates of the central bank of Customer's seat as per relevant laws and regulations of Customer's seat.

4.4 The Supplier shall ensure that each invoice contains all appropriate references and a description of the Services supplied, any rebates or discounts and taxes applied.

4.5 Supplier may invoice compliant with the European standard on eInvoicing (EN 16931, eInvoicing), but must do so for Customers in jurisdictions where this is mandatory. When using eInvoicing, Supplier shall without any additional charge use eInvoicing for all aspects of invoicing (including but not limited to invoicing, credit notes, reminders) and in accordance with relevant national requirements on the implementation of eInvoicing.

## 5. Subcontracting and Assignment

5.1 Without releasing it from any of its obligations or duties hereunder, the Supplier will be entitled at any time and without notice, to use OIP and/or companies in its Group or other subcontractors to perform its obligations under this Contract. The Supplier shall be liable for the acts and omissions of any such persons as though they were Supplier's own.

5.2 Subject to clause 5.3, neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Contract without the prior written consent of the other Party.

5.3 The Supplier shall be entitled to assign this Contract where:

- (a) the specific change in supplier was provided for in the procurement process for the award of the Framework Agreement;
- (b) the assignment is to a Group company where: (i) the assignee has agreed in writing to be bound by the terms of the Contract; (ii) the assigning party remains liable for obligations under the Contract if the assignee defaults on them; and (iii) the assigning party has notified the other party of the assignment.

## 6. Limitation of Liability

Any limitations of liability set out in the Service Terms will, notwithstanding anything to the contrary in the Service Terms, be incorporated into this Contract and govern the total respective liability of each of the Parties under both this Contract and the Service Terms combined.

## 7. Confidentiality

In addition to any disclosures permitted under the confidentiality clause in the Service Terms, the Supplier may disclose to GEANT as part of the reporting duties it has under the Framework Agreement certain Customer's information that have been disclosed to the Supplier, although marked as confidential or normally considered confidential information under the circumstances.

## 8. Severance

If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.

## 9. Waiver

No failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 10. Entire Agreement

- 10.1 This Contract (inclusive of its elements stated in the clause 1.3) is the entire agreement between the Parties in relation to its subject-matter and governs the relationship of the Parties to the exclusion (to the extent permitted by law) of any other terms and conditions.
- 10.2 In the event of and only to the extent of any conflict or ambiguity involving the clauses of this Contract, including any document forming part of the Contract, the conflict shall be resolved in accordance with the following order of precedence:
- (a) the Order;
  - (b) the clauses of this Contract (excluding any Appendix);
  - (c) all other Appendices to this Contract in their original sequence excluding the Order, including any updates thereof;
  - (d) any other document referred to in this Contract.
- 10.3 Neither Party has been given, nor entered into this Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Contract.

## 11. Notices

- 11.1 Except as otherwise expressly provided within this Contract, no notice or other communication from one Party to the other shall have any validity under this Contract unless made in writing (including email or online portals) by or on behalf of the Party sending the communication, and sent to the address of the Party mentioned in Appendix 1, or such address of the Supplier specified in the Service Terms.
- 11.2 Each Party can change their address by serving a notice thereof in accordance with this clause.
- 11.3 The following table sets out the method by which notices or other communication may be served under this Contract and the respective deemed time of receipt:

<b>Method of Service</b>	<b>Deemed time of receipt</b>
Email	First (1 <sup>st</sup> ) Working Day after being sent, or, if earlier, when the recipient acknowledges receipt.
By registered post or courier	Four (4) Working Days after the day on which the letter was posted or couriered or, if earlier, when the recipient acknowledged the receipt.

- 11.4 Communications shall not be deemed received if they are returned as undelivered.

## 12. Governing Law and Jurisdiction

- 12.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the country of Customer's seat. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 12.2 Each Party agrees to submit to the exclusive jurisdiction of the courts of the country of Customer's seat and for all disputes to be conducted in the country of Customer's seat.
- 12.3 Notwithstanding clauses 12.1 and 12.2, when Customer is Intergovernmental Organisation, the following shall apply:

12.3.1 Without prejudice to Customer's status as an Intergovernmental Organisation, reference shall be made to Irish substantive law where:

- (i) a matter is not specifically covered by the Contract; or
- (ii) a Contract provision is ambiguous or unclear.

Such reference shall be made exclusively for the matter or the Contract provision concerned, and shall in no event apply to the other provisions of the Contract.

12.3.2 If any dispute under the Contract fails to be settled amicably, the Parties shall resort to the arbitration procedure according to the arbitration agreement to be separately made between the Parties. Notwithstanding the reference of any dispute to arbitration, the Parties shall continue to perform their obligations under the Contract.

For and behalf of the Supplier

For and on behalf of the Customer

Signature: .....

Signature: .....

Name: Andrea Ghezzi .....

Name: dott. Gabriel Zuchriegel

Title: President .....

Title: Direttore Generale del Parco Archeologico di Pompei

Date: .....

Date: .....

APPENDIX 1

Contract Details

Clause ref.	Term	Provision
-	Customer	<b>Parco Archeologico di Pompei</b>
		Via Plinio n. 26 – 80045 – Pompei (NA)
		CF: 90083400631
		D.G. dott. Gabriel Zuchtriegel
		RUP: Dott. Alberto Bruni
-	Supplier	Name: RTT s.r.l.
		Via Giuseppe Verdi 4, 22070 Rovello Porro (CO)
		VAT 04693250963
		Alberto Frazzini <a href="mailto:alberto.frazzini@rtt.it">alberto.frazzini@rtt.it</a>
		Mauro Pastormerlo <a href="mailto:mauro.pastormerlo@rtt.it">mauro.pastormerlo@rtt.it</a>
	Supplier Contract reference: 2020FW01	
-	<b>Contract made pursuant to the Framework Agreement GEANT awarded to the Supplier no.:</b>	01/12/2020 Italy-Oracle-Quistor-Enterprises-B.V.-2020FW01
3	<b>Contract effective date:</b>	01/12/2020
3	<b>Contract expiry date:</b>	30/11/2024
7.4	<b>Currency</b>	EURO
12.1	<b>Customer email:</b>	<a href="mailto:pa-pompei@cultura.gov.it">pa-pompei@cultura.gov.it</a> ; <a href="mailto:alberto.bruni@cultura.gov.it">alberto.bruni@cultura.gov.it</a>
12.1	<b>Supplier's email:</b>	<a href="mailto:alberto.frazzini@rtt.it">alberto.frazzini@rtt.it</a>

## **APPENDIX 2**

### **Order**

Decreto di affidamento rep. n. 41 del 8.2.2023, con il quale il Direttore Generale del Parco Archeologico di Pompei ha autorizzato ed approvato l'affidamento ai sensi degli artt. 32 comma 2, art. 36 comma 2 let. a) ed art. 63 comma 2 let. b) del D.Lgs. 50/2016 e ss.mm.ii. dei servizi Oracle PaaS and IaaS Universale Credits da garantire all'Amministrazione per la durata di 6 mesi, per un import pari ad € 100.000,00 oltre IVA ed in attuazione della Convenzione rep. n.13 del 16.4.2020 sottoscritta con il Consortium GARR, a favore della società RTT s.r.l. , con sede legale in Rovello Porro (CO) alla via Verdi 4 ( P.IVA/ C.F: 04693250963).

## **APPENDIX 3**

### **Services including Charges**

#### **including Suppliers' offer in response to mini competition**

Erogazione dei servizi di Universal Credit OCI (Oracle Cloud Infrastructure) in modalità FAM per una durata di 6 mesi. Il Cloud Oracle sarà utilizzato in continuità con quanto già attualmente in esercizio presso il Parco Archeologico di Pompei.

La Oracle Cloud Infrastructure è il servizio Cloud messo a disposizione da Oracle per ospitare sistemi informative di tipo Enterprise nelle loro differenti component hardware e software.

Il servizio viene erogato sotto forma di un ammontare di crediti (Universal Credit) definiti su base semestrale.

I crediti vengono utilizzati per spendere i differenti servizi hardware e software attivati sull'Oracle Cloud e sono consumati su base mensile secondo la modalità FAM.

Il contratto di CLOUD Service Agreement prevede l'obbligo, pena la decadenza del diritto d'uso dei crediti, per tutta la durata del contratto, di corrispondere a RTT i corrispettivi riportati nel seguito del presente documento, ed in particolare come da documento di Offerta trasmesso da RTT.

La presente offerta fa riferimento all'accordo OCRE "Framework Agreement for Provision of IaaS+ n. Italy- Oracle- Quistor. Enterprises- B.V. – 2020FW01".

**APPENDIX 4**

**Framework Agreement**

**including all its parts of the Framework Agreement indicated therein**

**[included by reference]**

**APPENDIX 5**

**Service Terms**

**[to be inserted, if any]**

**OIP Enrolment**

**[to be inserted, if any]**