

## MINIMUM CONTENT OF SUB-CONCESSION AGREEMENTS

TITLE	DESCRIPTION
<b>Preamble</b>	<ul style="list-style-type: none"> <li>- Legislative, legal, and regulatory requirements.</li> <li>- Relevant motorway section(s).</li> <li>- Contractual basis (tender notice, contracting company, communications to competent bodies, etc.).</li> <li>- List of definitions.</li> </ul>
<b>Commitments of SC/Rights of MC</b>	<ul style="list-style-type: none"> <li>- Statements of the SC: knowledge of existing legislation, acknowledgment of tender participation requirements, compliance with legislation on safety in the workplace, commitment to ensure seamless services in existing facilities and buildings as of the time of delivery.</li> <li>- Right of the MC to make any extensions that are deemed necessary or even aimed at the performance of commercial activities not in competition with the SC, in the service areas in which the awarded services are provided.</li> <li>- Prior agreement between MC and SC for the exercise of maintenance activities of common areas.</li> </ul>
<b>Purpose</b>	<ul style="list-style-type: none"> <li>- Analytical description of awarded services and activities, and of design and implementation of ancillary activities, if any.</li> </ul>
<b>Documents constituting the agreement</b>	<ul style="list-style-type: none"> <li>- Description of annexes forming an integral part of the agreement (e.g.: tender notice, operating specifications, service levels, technical documentation, guarantees provided by SC etc.).</li> </ul>
<b>Economic value of concession, fees for the MC and takeover value</b>	<ul style="list-style-type: none"> <li>- Indication of the total value of the concession and the amount of fixed and variable fees which the SC undertakes to pay to the MC.</li> <li>- Indication of the ex-ante estimate of the takeover value, if any, at the end of the concession, of the essential goods resulting from investments made by the SC in the context of the award procedure.</li> </ul>
<b>Contract period</b>	<ul style="list-style-type: none"> <li>- Inclusion of the provision under Article 32 (9) of the Public Contracts Code, concerning the conclusion of the sub-concession contract not earlier than 35 days after the last communication of the award decision has been sent.</li> <li>- Inclusion of the clause on the prohibition of renewal/extension of the concession.</li> </ul>
<b>Invoicing, payment and traceability of financial transactions</b>	<ul style="list-style-type: none"> <li>- Indication of the methods of invoicing and payment of the concession fees.</li> <li>- Inclusion of the clause on compliance with the traceability obligations laid down in Law No.136/2010.</li> <li>- Provision of communication obligation by the MC to the Prefect and the grantor of the concession in the event of non-compliance by the SC with traceability obligations.</li> </ul>
<b>Rules on rights and obligations</b>	<ul style="list-style-type: none"> <li>- Provision of the rights of the SC with respect to construction, completion, maintenance of buildings and facilities in the service area.</li> <li>- Provision of the right/duty of the SC to exercise the service/activity exclusively inside the buildings indicated in the tender documentation.</li> <li>- Provision of the obligation of the SC to promptly notify the MC of any irregularity/malfunction of the service/activity.</li> <li>- Provision of the obligation of the SC to make, at its own expense, any changes and/or adaptations that may be necessary in case of adoption of new legislation, regulations or requirements of competent bodies impacting on its activity.</li> </ul>
<b>Inspections, supervisory activities of MC and sanctioning systems</b>	<ul style="list-style-type: none"> <li>- Right of the MC to carry out inspections and checks on the operation of the service, for the purpose of compliance with the provisions of the Agreement and its annexes.</li> <li>- Provision of a sanctioning system for non-compliance with the provisions of the Agreement and its annexes, including with specific reference to price limitation.</li> </ul>
<b>Monitoring of service quality and reference regulations</b>	<ul style="list-style-type: none"> <li>- Provision of quality indicators of the service levels provided by the SC, including setting of targets and related penalty system in case of non-achievement.</li> <li>- Commitment of the SC to accept the integration of quality and service parameters in case of new regulations issued by the competent parties.</li> <li>- "Mobile" reference to the regulation that may be adopted by the Authority in the exercise of its powers, with definition of the minimum content of the specific rights, including compensation, that may be claimed by users from SCs (or entities identified by them for the provision — to the end user — of the awarded services, where provided), pursuant to Article 37 (2) (e) of Legislative Decree No 201/2011.</li> </ul>
<b>Guarantees</b>	<ul style="list-style-type: none"> <li>- Provision of the obligation of the SC to provide all the guarantees to be issued pursuant to Article 103 of the Public Contracts Code (guarantee in case of construction of works ancillary to the provision of the service, guarantee for penalties arising from non-compliance with the contractual obligations of the SC).</li> </ul>
<b>Prohibition of contract transfer</b>	<ul style="list-style-type: none"> <li>- Provision of the prohibition for the SC to transfer the contract to third parties, even if only partially or free of charge.</li> <li>- In case of subjective changes by the concessionaire, or in case of replacement of the controlling partner, the transfer of the SC's company, or the conversion, merger and division thereof, may be carried out only if they have been notified in advance to the MC and provided that the latter has ascertained that the operations do not prejudice the technical, economic, management and commercial elements of the agreement, nor affect the economic and financial capacity of the SC.</li> </ul>
<b>Prohibition of sub-concession renewal</b>	<ul style="list-style-type: none"> <li>- Express provision of the prohibition of renewal of the sub-concession agreement.</li> <li>- Indication, where provided for in the tender notice, of the possible extension of the contract period for the time that is strictly necessary to carry out the tender for the ensuing award.</li> </ul>
<b>Termination of contract</b>	<ul style="list-style-type: none"> <li>- Inclusion of the clause providing that, in the event of non-compliance of the SC with the obligations of the concession, including, in particular, those on price limitation, this may be terminated by the MC pursuant to Article 1456 of the Civil Code.</li> <li>- Provision of the right, by the MC, to terminate the sub-concession in the event of subjective changes of the SC, with reference to the cases of exclusion provided for by the Code of Contracts, or in cases where a final measure has been adopted against the SC providing for the application of preventive measures, or in case a final judgment for plaintiff has been rendered for offences referred to in Article 80 of the Public Contracts Code.</li> </ul>
<b>Withdrawal and revocation</b>	<ul style="list-style-type: none"> <li>- Inclusion of the clause governing the right of the MC to withdraw from the contract with immediate effect; the withdrawal shall be communicated to the SC in accordance with arrangements to be agreed upon if the latter is bankrupt, subject to compulsory winding-up, if its assets are being administered by a liquidator or by the court, if it is in an arrangement with creditors, or in any other equivalent situation under the legislation of the State in which the SC is established.</li> <li>- Provision of the clause under which, after 5 years from the conclusion of the contract, the SC may withdraw therefrom, provided that it has carried out any planned works under its responsibility and has paid all fees, including any penalties due.</li> <li>- Inclusion of the clause under which the MC may revoke the agreement at any time, for reasons of public interest or for road safety protection.</li> </ul>
<b>Force majeure</b>	<ul style="list-style-type: none"> <li>- Inclusion of the clause providing that neither party can be held liable for non-compliance or delayed compliance with the contractual obligations if the non-compliance is caused by events of force majeure, which do not depend on the will of the parties or are not otherwise subject to the control of the parties.</li> <li>- Indication of force majeure, which includes but is not limited to, general strikes, natural disasters, wars, riots, epidemics, sabotage, measures imposed by laws or regulations that entered into force after the conclusion of the agreement, acts involving the exercise of powers conferred by public law, administrative obligations not attributable to the SC, except for economic and financial shocks and changes in the macroeconomic scenario.</li> <li>- Provision under which, in the event that, due to force majeure, the provision of services and activities is suspended for a number of days to be predetermined, the obligation to pay the relevant fee is suspended as well.</li> </ul>