

Attachment 5

EXPENSE SPECIFICATIONS

ARTICLE 1 - OBJECT OF THE TENDER

Three-year services as an advertising agency and/or PR agency for the market of Great Britain, including strategic consulting, as well as the operational execution of the proposed communication plans and the PR (public relations) services, aiming at having South Tyrol both on touristic press (specialized press, travel pages on magazines and newspapers) and on non-touristic press (along with the typical magazines related to tourism) as well as on online media and on TV, with the aim of increasing the attractiveness of this touristic destination.

ARTICLE 2 – TERM OF THE CONTRACT

The term of the service is of three years starting from the day after the subscription date of the contract.

ARTICLE 3 – SERVICE EXECUTION METHODS

The company which is awarded the tender must observe the provisions included in the tender documentation, as well as those of any other law, decree or legislation, current or issued in the future, with regards to social insurance which may be applicable to the present services. All of these expenses are payable by the Company which is awarded the tender and are included in the contract price. The company which is awarded the tender must carry out the service with an independent organization and must carry out the managerial and service organization, as well as bear its economic risk. The company which is awarded the tender and the Commissioning Body will only have the relationship deriving from the contract object of the present tender.

ARTICLE 4 – DUTIES AND OBLIGATIONS OF THE CONTRACTOR

The Company which is awarded the tender accepts to bear all of the costs connected to the insurance of the human resources working in the activities connected to the present contract and declares that it will accept each and all responsibility in case of injury and/or damage caused by the afore-mentioned personnel to people or things, both within the Commissioning Body and of third parties, due to faulty or negligent execution of the defined performances, thus waiving the Commissioning Body from any and all responsibilities.

ARTICLE 5 – DATA CONFIDENTIALITY AND TREATMENT OF DATA

The company which is awarded the tender will have to make a formal commitment to give instructions to its personnel so that all property-related, statistical and personal data and information and/or data and information of any other type that they will learn during the execution of the services shall be considered confidential, and shall be treated as such.

If it is ascertained that data and/or information of any kind related to the object of the present tender, as well as any other information related to the Commissioning Body, of which the Company has become aware during the execution of the service, have been published or sold, and in any case of difference from the provisions of Legislative Decree no. 196/2003 in the current version of the same, the Commissioning Body may request the termination of the contract due to a fault of the company which was awarded the tender.

ARTICLE 6 – PAYMENTS

Payment for agency and PR activities: deferred payments in six-monthly down payments each of similar amount, upon issue of regular invoice.

Media fee amount: upon issue of invoice for the relative media investment.

ARTICLE 7 - DELAYED PAYMENTS

The Commissioning Body shall issue the order for payment within sixty days of the receipt of the invoice, if the credit is liquid, certain and due.

If the issue of the orders for payment is delayed beyond such a term, interests in the amount of legal interests on the amounts due for the effective days of delay are due to the contractor.

The delayed issue of the orders for payment for the amounts due over the 60th day of reaching the expected amount for the down payments causes the accrual of the interests due in compliance with article 133, paragraph 1 of Legislative Decree no. 163, dated April 12th, 2006.

Interests are not due for payment suspensions required in compliance with the following article 8.

Interests are also not due if the delay is due to facts attributable to the contractor or if the payment was suspended due to impediments caused by third parties or by other Administrations.

ARTICLE 8 - PAYMENT SUSPENSIONS

In order to guarantee the correct observation of the contractual clauses, the Commissioning Body may suspend payments to the company which was awarded the tender and which received a claim for a breach, up until it has fulfilled all of its contractual obligations.

The suspension may not last over three months from the moment of its communication, with the following exception.

In case of ascertained delay in the payment of salaries, of welfare payments and of insurance premiums, even those related to the employees of a subcontractor working on the tender, the Commissioning Body orders in writing to the Contractor for them to be paid within 15 (fifteen) days.

If the Contractor fails to comply within the afore-mentioned term, the Commissioning Body may decide to pay overdue salaries, overdue welfare payments and insurance premiums, even those of the employees of the subcontractor working on the tender, with the amounts due to the Contractor, with no prejudice for the payments already granted to the other creditors.

If the Commissioning Body is not aware of the precise amount and of the required data of any debts of the Contractor or subcontractor, a deduction will be made on payments up to 20% of the same, until the Entity involved has communicated that the welfare position is now regular. The Contractor may not oppose any exception to such partial suspensions.

ARTICLE 9 – CONTRACT ASSIGNMENT AND SUBCONTRACTING

The Company which is awarded the tender is not allowed to assign the contract.

Subcontracting is permitted in the maximum amount of 30% of the contract amount and it is disciplined by the current laws (art. 118 of Legislative Decree no. 163/06). With regards to the payments related to the performance carried out by the subcontractor, please see previous art. 8.

The subcontracting statement, included in the documentation of the companies accepted in the tender, should not be interpreted as the implicit authorization to subcontracting.

ARTICLE 10 – PENALTY CLAUSE

If the essential terms for the execution of the services as they were offered by the Company which was awarded the tender in the annual MEDIA and PR operational campaigns are not adhered to – unless this is due to force majeure or in case they were not agreed upon with the Commissioning Body - a penalty of 10% of the quarterly payment will be applied on the payment immediately following the ascertained violation.

If, due to the reiterated failure to adhere to the afore-mentioned terms, the amount of the penalty becomes higher than 20% of the contract amount, the Commissioning Body reserves the right to terminate the contract with the appropriation of the deposit, and save the right to receive a reimbursement for each and any further damage underwent due to the breach of the tender.

In case of reasons of force majeure which were to make it totally or partially impossible to carry out the services, this will have to be immediately communicated to the Commissioning Body which will evaluate the grounds for the facts indicated and will adopt all necessary measures.

In the previous cases, the Commissioning Body issues the objections relating to the amounts payable by the contractor, assigning the contractor a term of at least 15 days to present its counter-deductions. Once the afore-mentioned counter-deductions have been acquired and if they are negatively evaluated, or once the term is over and the contractor has not answered, the Commissioning Body will terminate the contract.

ARTICLE 11 - OFFERED PRICE

The prices and the percentages indicated in the economic offer are fixed by the contractor on the basis of its own convenience and at its own risk.

ARTICLE 12 – UNILATERAL TERMINATION OF THE CONTRACT – RESCISSION OF THE CONTRACT

The Commissioning Body may terminate the contract at any time during the execution of the same, in compliance with the provisions of article 1671 of the Civil Code.

The Commissioning Body may request the rescission of the contract, particularly in the following cases:

- for serious reasons of public interest;
- in case of fraud or of serious fault in the execution of contractual obligations and conditions;
- if the company is sold, if the activity is ceased, or in case of preventive agreement of bankruptcy, or in case of default action being brought against it and in subsequent acts of confiscation or distraint of property belonging to the company which was awarded the tender;
- in case of unauthorized contract assignment or subcontracting;
- in case of death of the owner of the company, if his/her own personal characteristics were the major support for the guarantee;
- in case of death or of withdrawal of one of the partners in the companies made up of de facto companies or general partnerships, or of one of the general partners of general partnerships, and if the Commissioning Body therefore does not think it fit to continue the contractual relationship with the other partners.
- in the case indicated by art. 5 of the present Expense Specifications.

The company which is awarded the tender may request the termination of the contract in case of impossibility to carry out its obligations, due to causes not due to company itself, in compliance with the provisions of art. 1672 of the Italian Civil Code.

In case of **bankruptcy** of the contractor or in case of **termination of the contract** due to serious breach of the same, the Commissioning Body reserves the right to apply the provisions of art. 140 of Legislative Decree no. 163/06.

ARTICLE 13 - COMPETENT COURT

In case of litigation with the contractor, save the application of the transaction and amicable agreement procedures in compliance with articles 239 and 240 of Legislative Decree no. 163/06, please notice that arbitrary competence, as indicated by articles 241, 242 and 243 of Legislative Decree no. 163/06, will be excluded from the tender contract, and therefore all controversies arising from the execution of the contract will be of exclusive competence of the Judge of the Court of Bolzano.

ARTICLE 14 – CONTRACT, REGISTRY AND ACCESSORY EXPENSES

All of the contract and stamps expenses are payable by the Company which is awarded the tender.