

Amman Office

Direct assignment procedure pursuant to Legislative Decree no. lgs. 50/2016, for the assignment of the insurance service relating to occupational and extra-professional accident coverage for the personnel of the Italian Trade Agency - Amman Office - Amman Office. CIG: ZA93B8D854.

TECHNICAL SPECIFICATIONS

INTRODUCTION

The contract for insurance services, defined in the context of these Specifications, has the objective of entrusting the successful tenderer with coverage of the risk of occupational accidents for Italian Trade Agency - Amman Office – Amman Office personnel, valid for one year which will presumably take effect from 06/26/2023.

Information relating to the risk of being insured. The data relating to insurance workers are illustrated below.

Secure community

The community insured against the risk of occupational and non-occupational accidents is made up of all employees of the Italian Trade Agency - Amman Office.

As on 06.14.2023, the community to be insured is 4 employees.

GENERAL CONDITIONS

ART. 1- DURATION, EFFECT, TERMINATION, AND EXTENSION OF THE CONTRACT.

The duration of this contract is set at 12 months.

The contract will take effect from the date of stipulation of the contract, and where the Italian Trade Agency - Amman Office avails itself, for technical reasons connected with the conclusion of the awarding procedure of the new contract, of the right to request a one-month extension of the existing coverage with the current insurer.

The insurance coverage is not suspended, even if the premium payment is after the effective date, without prejudice to the Company's right to request default interest for late payment beyond the fifteenth day from the annual due date.

Amman Office

The Contractor has the right to terminate the contract by email sent to the Company at least 30 (thirty) days before this deadline.

Upon the definitive expiry of the contract, the Contractor also has the right, within 15 days (fifteen) days prior to the expiry, to request a temporary extension of the contract itself, for a period of 30 days starting from the expiry, aimed at fulfilling or completing the procedure for the award of the new insurance coverage. In this case, the Company undertakes from now on, against the payment of the relative premium installment, determined with the pure pro-rata method, to extend the insurance under the same contractual and economic conditions in force.

ART. 2 - OTHER INSURANCE

The Policyholder and the Insured are exempt from the obligation to report any other insurance that the individual insurance companies will be sold in progress or stipulate on their own with other companies.

ART. 3 - WAIVER OF RIGHT OF RECOURSE

The Company renounces the recourse action against the Insured and his beneficiaries.

ART. 4 JURISDICTION

In the event of a dispute, the Court of Amman has exclusive jurisdiction.

ART. 5 APPLICABLE LAW

For anything not expressly referred to in these conditions, which in the event of discrepancy or doubtful interpretation will be interpreted in a more favorable manner to the Insured, the provisions of Jordanian law on the matter apply.

ART. 6 - COVERED RISKS - RISKS INSURED

The insurance will coverage:

- 1) death of the Insured.
- 2) Permanent, total, or partial invalidity of the Insured, resulting from an accident occurring during the performance:
 - a) of the professional activity.
 - b) of any other extra-professional activity connected to the work.

Unless otherwise specified, an accident is understood to mean an event due to a fortuitous, violent, and external cause, producing bodily injuries resulting in death or total or partial permanent disability.

The insurance cover includes the accident that occurs to the Insured during the journey from home, even occasional, to the workplace and vice versa, for the time necessary to complete the journey by ordinary means or with the usual means of locomotion, private, public, or service (risk during the journey). The

Amman Office

place of work means the headquarters of the Policyholder and any other place where the Insured is required to go to carry out his or her work.

ART. 7 - INCLUSIONS IN COVERAGE

All events, not expressly excluded, having the characteristics required by the definition of accident are covered.

Accidents, by way of example but not limited to, are also considered accidents resulting from or deriving to the Insured from the following events:

- ◆ inundations, floods, overflows, earthquakes, lightning strikes, and other natural events;
- ◆ insurrections, civil unrest, vandalism, assaults, strikes, riots, sabotage, attacks, coercive actions by third parties and violent acts also due to political, social, union or terrorism motives, in which the Insured has not taken an active part;
- ◆ inexperience, imprudence, negligence, or gross negligence;
- ◆ acts of recklessness carried out of duty of human solidarity or in self-defense;
- ◆ drowning;
- ◆ frostbite and/or frostbite, sunstroke, heat or cold and thermal and atmospheric influences;
- ◆ bodily injuries caused by sudden contact with corrosive substances;
- ◆ asphyxia not of morbid origin, suffocation from ingestion of solids, substances and liquids and in any case of any foreign body;
- ◆ intoxication, even if not having a traumatic origin;
- ◆ acute poisonings and injuries resulting from ingestion and/or absorption of food or other substances.
- ◆ infections or poisoning caused by animal bites, insect stings and plant bites;
- ◆ electrocution;
- ◆ states of illness, unconsciousness, or dizziness.

ART. 8 - FLIGHT RISK

The insurance is extended to accidents that the Insured suffers, as a passenger, during air travel on aircraft, excluding those:

- on flying club aircraft;
- on equipment for pleasure or sport flying, such as, by way of example and not of limitation, ultralight aircraft, hang gliders, paragliding vehicles.
- Coverage begins from the moment the Insured enters the aircraft and ceases from the moment he disembarks.
- A total of fifteen times the individual ceiling per aircraft. This limit includes the capitals of other cumulative accident policies stipulated by the same Policyholder which include flight risk.

ART. 9 - EXTENSION OF THE GUARANTEE TO HERNIAS AND MUSCLE STRAIN INJURIES.

The insurance is extended to hernias and muscle strain injuries. If the hernia is not operable according to medical opinion, indemnity will be paid, by way of permanent disability, not exceeding 10% of the relative sum insured.

Amman Office

ART. 10 - EXTENSION TO AESTHETIC DAMAGE

In the event of an accident with consequences of an aesthetic nature, which cannot otherwise be indemnified under the terms of this contract, the expenses incurred for treatments, applications and plastic and aesthetic surgery operations performed for the purpose of reducing or eliminating the aesthetic damage will be reimbursed, up to an amount equal to a minimum of JOD 1000.00 and a maximum of JOD 20,000.00.

ART. 11 - EXTENSION TO THE RISK OF WAR

The guarantee is extended to accidents occurring abroad deriving from a state of war, declared or undeclared, insurrection, invasion, enemy acts, hostilities, for a maximum period of 14 (fourteen) days from the start of hostilities, if and as the Insured is surprised by the outbreak of war while abroad.

ART. 12 - TERRITORIAL EXTENSION

The insurance also applies if the employee should be in Italy, Iraq and Palestine and other countries in the MENA area for reasons related to the activities of the Office.

ART. 13- PRE-EXISTING MINORITIES

Disabilities are not eligible for compensation when attributed to pre-existing physical and pathological conditions.

ART. 14 - EXEMPTION FROM REPORTING ILLNESS

The Contracting Party is exempt from the obligation to report any illnesses affecting the individual Insured Parties or which may subsequently occur.

Accidents resulting from:

1. driving and using underwater and aerial means of locomotion, except as specifically provided for the flight risk;
2. practice of individual sports by insured persons
3. races or competitions, with related trials and training sessions, in which the Insured participates purely for recreation;
4. Any other activity not related to work activity.

Furthermore, the insurance does not apply to:

1. accidents deriving from willful misconduct or criminal actions by the Insured;
2. surgical operations, checks, cures, treatments or medical interventions not made necessary following an accident;
3. people over 75 years of age; for those who reach this age during the term of the contract, the insurance remains valid until the next annual premium expiry.

ART. 15 - ACCIDENT REPORT AND OBLIGATIONS IN THE EVENT OF AN ACCIDENT

The accident report must be presented, by the Italian Trade Agency - Amman Office, by the Insured Party or by those entitled to it, within the term of 30 (thirty) days from the occurrence, barring objective impediments, by sending the completed report form and signed by the employee or by those entitled to it, to which the first medical certification will be attached.

The company will communicate to the Italian Trade Agency - Amman Office and to the insured, within 10 days of receipt of the model report, the number of the claim, the name, contact details and the time of receipt to the public of the appointed liquidator.

The policyholder will send the Company all the medical documentation relating to the accident (certificates, receipts for medical expenses, medical records, etc.). In the event of insufficient documentation presented, the Company must request it within 10 (ten) days of receipt thereof.

In the event of permanent disability, the Company must be provided with suitable medical certification, indicating the degree, if the disability is partial.

The Company, as soon as it has all the medical documentation relating to the accident, also following any integration requested, will have to summon the insured to undergo a medical examination within 20 (twenty) days.

The Company may ask the Contractor for all the information relating to the accident which the same is in possession of for official reasons, and which can be supplied in compliance with current legislation on the processing of personal data.

In the event of death, the death certificate and the medical certificate certifying the cause of death must be provided to the Company.

All communications indicated above will be made by email.

The report model referred to in paragraph 1, will be agreed in terms of content with the Company.

ART 16 - THE INSURANCE PERFORMANCE: THE INDEMNITY

Evaluation criteria for permanent invalidity

In cases of anatomical and functional loss of several organs or limbs, the indemnity is established by adding the percentages corresponding to each single lesion, up to the maximum limit of 100%.

Reimbursement of medical expenses made necessary by the accident.

Reimbursement of expenses is guaranteed within the limit of 100% of the total expense, up to the limit of JOD 10,000.00.

The reimbursement concerns, in particular:

- expenses for diagnostic tests;



Amman Office

- expenses for the fees of the doctors and, in the case of surgery, of the surgeons, aids, assistants, anesthesiologists and any other person taking part in the operation, for the operating theater fees and for the surgery material;
- expenses for treatments, for medicines, for physiotherapy and rehabilitation treatments;
- hospitalization costs;
- the costs of transporting the Insured Party by ambulance to the health institute or clinic and vice versa.

Compensation in case of death

If the accident results in the death of the Insured, the Company will liquidate the guaranteed indemnity of 100%.

The Company will liquidate the benefit even if the Insured's body is not found and death is presumed.

ART. 17 - PAYMENT OF COMPENSATION AND ADVANCE ON LIQUIDATION.

The Company pays the indemnity due, upon notification to the Italian Trade Agency - Amman Office, within 15 (fifteen) days from the date of the medical visit pursuant to art. 15.

18. PENALTIES AND CONTRACTUAL TERMINATION

For each working day of delay, not attributable to force majeure or unforeseeable circumstances, with respect to the terms established in the previous article 14 for the mandatory communications to be provided to the Italian Trade Agency - Amman Office, the Contractor is required to pay the Italian Trade Agency a penalty equal to 0.3 per thousand of the value of the gross annual premium of this contract, without prejudice to compensation for any greater damage.

If the total amount of the penalties reaches the total sum equal to 10% of the total consideration of the contract, the Italian Trade Agency - Amman Office has the right, at any time, to legally terminate this contract, in addition to the compensation of all damage.

19. TRACEABILITY OF FINANCIAL FLOWS

The payment of the amounts due to the assignee will be made using traceable methods exclusively on the dedicated bank account. To this end, the successful tenderer will be required to fill in the relevant declaration in lieu of the deed of notoriety, the model of which will be forwarded together with the stipulation document.

In this regard, we inform you that this procedure is identified by the following C.I.G. code: ZA93B8D854, which must be reported in the reason for payment.

20. RULES OF CONDUCT OF COLLABORATORS AND/OR EMPLOYEES OF THE CONTRACTOR

The economic operator also undertakes, in carrying out the assignment, to comply with the Code of Conduct adopted by the ICE-Agency, based on the provisions of Presidential Decree 62/2013, approved by the Board of Directors with Resolution no. 547/21 of 23-02-2021. The Code of Conduct of the ICE-Agency

Amman Office

is available on the website www.ice.it – section “Transparent Administration” - “General Provisions” - “General Acts”. The violation of the obligations referred to in the code will result in the ICE-Agency being entitled to terminate the contract, if it is deemed serious.

21. REFERRAL RULES

For all other conditions and terms not regulated herein, please refer to the provisions of Ministerial Decree 192/2017; the civil law that governs the stipulation of the contract and the stage of execution is determined according to the applicable rules of private international law [list any specific local legislation of reference].

22. DEFINITION OF DISPUTES

All disputes arising from the contract are referred to the jurisdiction of the Judicial Authority of the Court of Amman, arbitration jurisdiction remaining excluded.

23. PRIVACY POLICY AND RIGHT OF ACCESS

This company is invited to read the Information on the processing of personal data pursuant to Regulation (EU) 2016/679 ("RGPD"), available on the institutional website of the ICE-Agency at the address <https://www.ice.it/it/privacy>.

24. REPORTING WHISTLEBLOWS

Pursuant to art. 54-bis, paragraph 2 of Legislative Decree 165/2001 (amended by Law no. 179/2017) "Provisions for the protection of authors of reports of crimes or irregularities of which they have become aware in the context of a public or private employment relationship", companies supplying goods or services that operate on behalf of the ICE Agency can report any "unlawful conduct" of which they have become aware in the context of the contractual relationship. Reports are managed using an IT application, in total confidentiality, by accessing the website www.ice.it - "Whistleblowing" section, available at the following link: <https://ice.whistleblowing.it/#/>.

Date: 14/06/2023

For acceptance:

Name of Company: