



REGULATIONS OF THE E-PROCUREMENT SYSTEM OF THE AUTONOMOUS REGION OF FRIULI VENEZIA GIULIA

Version 1.1 of February 6, 2019

The logo for eAppaltiFVG is centered in a white rectangular box. It features the word "eAppaltiFVG" in a blue, sans-serif font. The "e" is lowercase and italicized, while "Appalti" is in a standard weight and "FVG" is in a bold weight.

Portale degli appalti della regione Friuli Venezia Giulia

INDEX

ART. 1 PURPOSE	4
ART. 2 DEFINITIONS	4
ART. 3 ACCESS AND USE OF THE SYSTEM AND OF THE PURCHASING OR NEGOTIATION TOOLS	6
ART. 4 SYSTEM MANAGER.....	6
ART. 5 AUTHORITIES AND ORDERING POINTS	7
ART. 6 INQUIRY POINT	7
ART. 7 ECONOMIC OPERATORS AND LEGAL REPRESENTATIVE	8
ART. 8 <i>E-PROCUREMENT</i> SYSTEM REGISTRATION	8
ART. 9 PRESERVATION AND MAINTAINING OF THE ACCOUNT	9
ART. 10 USE OF THE ACCOUNT AND THE DIGITAL SIGNATURE	9
ART. 11 REGISTRATION TO THE <i>E-PROCUREMENT</i> SYSTEM BY THE AUTHORITIES AND RELATED ORDERING POINTS	10
ART. 11bis DATA INTEROPERABILITY BETWEEN THE REGIONAL PLATFORM AND THE PA PROCUREMENT RATIONALISATION PROGRAMME	10
ART. 12 REGISTRATION TO THE <i>E-PROCUREMENT</i> SYSTEM BY ECONOMIC OPERATORS AND RELATED LEGAL REPRESENTATIVES.....	11
ART. 13 COMMON RULES FOR THE AUTHORITIES AND ECONOMIC OPERATORS	11
ART. 14 DECLARATIONS ISSUED DURING ENROLMENT AND REGISTRATION, UPDATE AND MODIFICATION	13
ART. 15 SUBSTITUTION OF THE LEGAL REPRESENTATIVE AND RENEWAL OF SELF-CERTIFICATION BY THE ECONOMIC OPERATOR.....	14
ART. 16 DURATION, PENALTIES, SUSPENSION AND REVOCATION OF REGISTRATION	14
ART. 17 COMMUNICATIONS	14
ART. 18 IT SYSTEM AND SYSTEM RECORDINGS	15
ART. 19 APPLICABLE LAW	15
ART. 20 HOLD HARMLESS PROVISION.....	16
ART. 21 MODIFICATIONS TO THESE REGULATIONS	16
ART. 22 RULES OF CONDUCT	16
ART. 23 ACCESS TO DOCUMENTS	16
ART. 24 COURT OF JURISDICTION	16
ART. 25 PROCESSING OF PERSONAL DATA.....	17

ART. 1 PURPOSE

1. This act, together with the specific directives provided for in the documents of each purchasing procedure, regulates the access, operation and use of the electronic platform, in compliance with and in implementation of the applicable legislation, defining, among other things, the access conditions, the terms and methods of use of the system, as well as the relationships and the respective responsibilities between the Region, the system manager, the Authorities and the economic operators in accessing and using the purchasing procedure.
2. The *e-procurement* system is an electronic environment provided by the Autonomous Region of Friuli Venezia Giulia for the simplification and transparency, as well as the rationalization of purchasing procedures. It allows the authorities and economic operators to use the electronic systems to carry out the procedures in compliance with the limits and conditions set out by the regulations applicable to each user operating in the system.
3. The *e-procurement* system is managed by the Region in accordance with the following principles and in the pursuit of the following goals:
 - a. compliance with Community, national and regional legislation on public procurement;
 - b. transparency;
 - c. simplification of the purchasing processes;
 - d. reduction in public spending;
 - e. encouragement for the orderly pursuit of competitive capacities, with particular regard to protecting local small and medium-sized enterprises.
4. Works, supplies or services may be purchased by the authorities registered in the system through their own ordering points, through the purchasing procedures and on the basis of the terms and conditions set forth in the documents relating to the applicable purchasing or negotiation tool.
5. The Region does not act as an agent, broker, business agent or intermediary. In no case may the Region be held responsible for the obligations arising from transactions carried out through the system, nor warrant the success of such transactions, under any circumstance.

ART. 2 DEFINITIONS

1. For the purposes of this Act, the following definitions shall apply:

Authority or contracting authority: each entity authorized to operate through the electronic system for *e-procurement* procedures using purchase or negotiating tools;

System access keys: the username and password that identify users of the system and allow them to interact with the system;

Documents relating to the purchasing procedures: all the documentation relating to the rules of each purchasing procedure, including but not limited to the call for tenders, the specification and the documentation referred to therein, the general contractual conditions, the technical specifications, these regulations, the indications and instructions sent to operators who are enrolled, registered and/or published on the portal, as well as all the records and documents in general that regulate the enrolment, registration, access and use of the purchasing or negotiation tools by the parties authorised to do so in the *e-procurement* system;

Regulation of the *e-procurement* system of the Autonomous Region of Friuli Venezia Giulia:

this document that defines the terms and conditions governing access to and use of the *e-procurement* system and the related purchasing procedures by operators and authorities and governing the purchasing procedures carried out by both the Region and other authorities;

Digital Signature: advanced electronic signature based on a qualified certificate and on a system of cryptographic keys, a public and a private one, correlated with each other, which allows the owner through the private key and the recipient through the public key, respectively, to make manifest and to verify the origin and integrity of an electronic document or a set of electronic documents;

System Manager: is the person in charge of controlling the main operating parameters of the system;

Enrolment: the result of the procedure that allows access to and participation in the *e-procurement* system and use of the related purchasing procedures by economic operators accredited to the electronic system;

Economic operators: suppliers that offer, either individually or in a group, jobs, goods and services within the *e-procurement* system;

Registered economic operator: a supplier who has successfully completed the enrolment process to the *e-procurement* system;

Portal: the site eappalti.regione.fvg.it through which the online electronic platform can be accessed;

Online electronic purchasing procedure or purchasing procedure: the procedure for awarding a public contract for works, services or supplies, which is carried out using the online electronic platform, pursuant to art. 40 of the Code of public contracts, using purchasing or negotiation tools made available to the authorities;

Inquiry Point: the user who, upon registration requested by an Ordering Point, is entitled to carry out a series of activities within the *e-procurement* system;

Ordering Point: the user with the necessary powers to apply for registration to the *e-procurement* system in the name and on behalf of the authority to which it belongs, to commit the expenditure for the purchase of works, supplies or services and to finalise the contracts deriving from the use of the online electronic tools for which registration is required;

Authority representatives: Process Manager, and the Ordering and Inquiry Points;

Registration: the procedure that allows access and participation in the *e-procurement* system and use of the related purchasing procedures by the authorities accredited to the electronic system;

System recordings: the results of the electronic archives containing acts, data, documents and information related to the *e-procurement* system operation;

System function registration: result of the procedure that allows access to and use of the system by the process manager of the authorities;

E-procurement system or platform: the computer system for online electronic purchasing procedures made available by the Autonomous Region of Friuli Venezia Giulia with access through the portal eppalti.regione.fvg.it, where the technological services and tools are made available;

Purchasing tools: purchasing tools that do not require opening the competition procedure. The following are among the purchasing tools:

- 1) framework agreements referred to in Article 26 of Law n° 488 of 23 December 1999, stipulated pursuant to the law in force by the regional aggregator;
- 2) framework agreements stipulated by central purchasing bodies when specific contracts are awarded without reopening the competition procedure;
- 3) the electronic market for catalogue purchases;

Negotiation tools: purchasing tools that require opening the competition procedure. Among the negotiation tools are:

- 1) framework agreements stipulated by central purchasing bodies when specific contracts are awarded with reopening the competition procedure;
- 2) the dynamic purchasing system implemented by central purchasing bodies;
- 3) the electronic market in the event of purchases made through the competition procedure;
- 4) the *e-procurement* system that allows online electronic purchasing procedures;

Users: representatives of the Authorities and of the economic operators entitled to use the system.

ART. 3

ACCESS AND USE OF THE SYSTEM AND OF THE PURCHASING OR NEGOTIATION TOOLS

1. Each Authority is authorised to access and use the purchasing or negotiation tools in accordance with the conditions and within the limits set out by the regulations governing the purchasing procedures and its activities.
2. Access to and use of the *e-procurement* system and performance of the related purchasing procedures are reserved only for those who have enrolled or registered in compliance with the provisions of this document and must comply with these regulations, the instructions contained on the website or instructions communicated each time by the system manager and/or the Autonomous Region of Friuli Venezia Giulia, and the documents of each of the purchasing procedures and of the regulations in force concerning public procurement.
3. To be able to access and use the *e-procurement* system, the Authorities and the economic operators are required to equip themselves at their own expense with the technical and IT software and hardware equipment, including the digital signature and certified e-mail tools and the connections to the telecommunication lines that are necessary to connect to the Internet and, in general, to carry out the activities within the system.
4. Access to the *e-procurement* platform by the Authorities and the economic operators will be allowed at any time when the system is accessible and regularly operating, in compliance with the documents of each purchasing or negotiation tool. The Region makes use of the technical support of the System Manager to make the *e-procurement* platform available to the Authorities.
5. The Region shall not be liable for any malfunction or defect in the *e-procurement* platform, including those relating to the connectivity services necessary for its use and will therefore not be liable for any claim for compensation.
6. The Region shall not take part in any way in the selection or implementation of the purchasing procedures by the Authorities through the *e-procurement* system. The related procedures will be carried out by each contracting entity, through the respective ordering points, in a completely independent manner.

ART. 4

SYSTEM MANAGER

1. The System Manager has been commissioned by the Region to manage the technical services of the *e-procurement* system, the related purchasing procedures and the IT applications necessary for their operation, taking on the responsibility in this respect also as regards the security principles referred to in Legislative Decree 196/2003.
2. The System Manager has the task of checking the main operating parameters of the system, reporting any technical fault in the system. The Manager is also responsible for preserving the

documents produced by users and sent through the system as part of the enrolment, registration, and purchasing procedures and, in general, all system records.

3. Among other things, the System Manager is responsible for the computer, logical and physical security of the system. The Manager takes care of the tasks related to the operation of the IT identification, access and use of the *e-procurement* system by users.

ART. 5 AUTHORITIES AND ORDERING POINTS

1. The Authority has to be registered and operates within the *e-procurement* system through the ordering point, which acts exclusively in the name and on behalf of the Authority to which it is associated.
2. Every action by the ordering point will be directly and exclusively attributed to the contracting entity to which it belongs, with the consequent obligation to implement it. Unless otherwise indicated, the ordering point may also operate as manager for the procedures to assign and implement the contracts concluded by the latter through the *e-procurement* system pursuant to art. 31 of the code of public contracts.
3. The ordering point must have the power to act in the name and on behalf of the Authority to which it belongs and to validly commit the same in all the activities that may be carried out on the *e-procurement* system.
4. In the event that several ordering points of the same Authority are registered on the system, the activity of each ordering point will be referred to the Authority to which it belongs and will have no effect on the other ordering points.
5. The ordering point, and its pertaining Authority, declare to know and accept the features of the *e-procurement* system, the related purchasing procedures and their operation, the System Manager and the activities carried out by the Region.
6. The ordering point, and its pertaining Authority, remains solely and exclusively responsible for the activities, documents and, in general, the purchasing procedures put in place in the system for the economic operators, other users and third parties in general, also pursuant to and for the purposes of Law 241/1990.
7. The ordering point, and its pertaining Authority, using the purchasing procedures managed by the *e-procurement* system for its purchases, acts in a fully independent manner and is solely responsible for the correct choice and application of the procedures established by the applicable legislation. Likewise, it is responsible for the advertising, procedural and documentary requirements and, in general, of all the requirements that may be necessary pursuant to the applicable law when selecting the economic operator for purchasing works, supplies or services offered thereby and for stipulating the related contract. Therefore, the Authority using the purchase or trading tools will be required to verify beforehand the applicability of the purchasing procedures that can be put in place through the *e-procurement* system, ascertaining the adequacy and compliance of its own internal directives to the provisions of the relevant legislation, such as the Code of Public Contracts, and putting in place all the necessary activities and preparatory documents to perform these procedures.

ART. 6 INQUIRY POINT

1. The ordering point may appoint one or more inquiry points to assist in carrying out the activities within the *e-procurement* system.
2. The activity carried out by the inquiry points is purely of an internal nature with respect to its

pertaining Authority and exclusively answers to the ordering point that appointed them. The inquiry point does not perform or implement any activity towards other users of the *e-procurement* system.

3. The appointment of the inquiry points by the ordering point takes place through the appropriate procedure provided on site and in the application for registration according to the conditions and procedures indicated therein. The Authority pertaining to the ordering point that appoints the inquiry point assumes all the responsibility with reference to the choice, appointment and activity carried out by the inquiry points, as well as to the confidentiality of the account assigned thereto. Any activity carried out by the inquiry point, or in any case through its account, will therefore be exclusively attributable to and the responsibility of the pertaining Authority of the ordering point.
4. The duration of the assignment of the inquiry point is established by the assigning ordering point and in any case its effectiveness ceases upon termination of the inquiry point's registration.

ART. 7

ECONOMIC OPERATORS AND LEGAL REPRESENTATIVE

1. The economic operator is required to register and operates in the *e-procurement* system through a legal representative with the necessary powers that, by means of the account issued at the time of registration, acts exclusively in the name and on behalf of the economic operator itself.
2. Every action performed through the account issued to the economic operator will therefore be attributed directly and exclusively thereto, with the consequent obligation to implement it.
3. The legal representative of the economic operator requesting registration must have the power to act in the name and on behalf of the economic operator, and, in general, must have the powers to perform all the activities that can be carried out on the *e-procurement* system in the name and on behalf of the latter, including signing of the relative contracts, issuing of declarations, submission of self-certifications, statutory declarations, offers and proposals, and anything else that may be necessary.
4. The legal representative of the economic operator and associated powers must be registered and be found in the Registrar of Companies or proven by appropriate documentation. It is the Authority's duty to verify the actual existence of the powers of the legal representative of the economic operator, necessary to act within the specific award procedure.

ART. 8

E-PROCUREMENT SYSTEM REGISTRATION

1. Each natural person who intends to access and use the *e-procurement* system in the name and on behalf of his/her own economic operator is required to register beforehand by means of the appropriate procedure on the portal, in order to obtain the account necessary to use the system.
2. Registration of each natural person can take place only and exclusively in association with the economic operator in the name and on behalf of which the natural person registers, accesses and uses the system.
3. By registering, the natural person enters his/her personal data, data and information relating to the economic operator to which they belong and all the information required by the system, declaring that they know and accept this without reserve.
4. The person registering is solely and exclusively responsible for the truthfulness, completeness, updating and accuracy of all data and information required and provided.
5. The account issued to the person who completed the registration process is used as an IT identification tool. Access to the system via the account implies acceptance of all the provisions contained in this document, as well as all the other documents in general, relating to the purchasing

tools that will be in force at the time of access.

ART. 9 PRESERVATION AND MAINTAINING OF THE ACCOUNT

1. The account is strictly personal and confidential. The account holder is required to keep it with the utmost diligence as well as to keep it secret and confidential, not to divulge it or otherwise transfer it to third parties, and to use it under its sole responsibility, in compliance with the principles of correctness and good faith, in a manner not to harm the system, the persons operating on the system and, in general, third parties.
2. To this end, the account holder, personally and in the name and on behalf of the Authority or economic operator for which it is registered or enrolled, undertakes to take all appropriate technical and organizational measures to ensure the correct use of the account and immediately notify the System Manager, in the manner indicated below or specified on the portal, of any loss, removal, misuse or improper use, or any other fact that compromises the security thereof.
3. The account holder is required to change his/her password in compliance with instructions given by the System Manager and/or the Region and, in any case, in accordance with the applicable legislation, using the appropriate procedure provided on the portal. The holder can change his/her password at any time following the methods outlined on the portal.
4. The account holder, as well as the relevant Authority or economic operator, are aware of and assume full responsibility from the fact that knowledge of the account by third parties would allow access thereby to the system and the fulfilment of legally binding documents directly attributable to the holder of the account.
5. The holder of the account and the pertaining Authority or economic operator shall therefore relieve the System Manager and the Region from any responsibility for detrimental consequences of any nature or for damages, whether direct or indirect, that were caused thereto or to third parties due to the use of the account by third parties and, in general, in connection with the abusive, improper or otherwise damaging use of such tools, committing to compensate the System Manager and, where applicable, the Region for damages of any nature that might be suffered as a result of such events.
6. In any case, the account holder and the pertaining Authority or economic operator acknowledge and accept that the abusive, improper or otherwise damaging use of the account may lead to suspension or revocation of registration or enrolment.
7. In any case of suspected disclosure or communication to other persons, removal, theft or circumstance whereby there may be an abusive disclosure of the account, and in any case of suspected loss of confidentiality of the account, the holder of the account or the pertaining Authority or economic operator must communicate this fact to the System Manager through the appropriate call centre outlined on the portal. After carrying out the appropriate checks to identify the caller, the call centre will suspend the validity of the account. In the event of removal or theft, the account holder, or the pertaining Authority or economic operator, must therefore send a copy of the complaint made to the competent Authorities within the next 48 hours. In any case, all the acts performed with the use of the aforementioned codes will be considered legally binding and directly attributable to the relevant Authority or economic operator to which the account holder belongs.
8. Should the holder have forgotten the account he/she must follow the instructions given on the portal to recover it.

ART. 10 USE OF THE ACCOUNT AND THE DIGITAL SIGNATURE

1. Use of the account undeniably binds the holder, hence the person represented thereby as well, with

all the manifestations of intent, and in general all the actions, acts and facts put in place within the system, which are understood as having been carried out at the time and date resulting from the system's recordings, pursuant to and for the purposes of Legislative Decree 82/2005 (Digital Authority Code).

2. The Authority and the economic operator acknowledge and accept that the documents and acts for which the use of the digital signature is requested each time cannot be considered valid and effective if they are not signed in the manner requested.
3. The ordering point and the legal representative of the economic operator, as holders of the digital signature tool, are required to comply with all legislative, regulatory, implementing, contractual, technical rules and resolutions of the Agenzia per l'Italia digitale (AgID – digital agency) in terms of preservation and use of the digital signature tool, as well as any other instruction given on the subject by the certifier who issued the tool and expressly relieves the Region and the System Manager from any responsibility for detrimental consequences of any nature or for direct or indirect damages caused thereto or to third parties due to improper use of the digital signature tool.
4. Failed or, however, incorrect use of the IT tools required to perform the activities within the *e-procurement* system constitutes a violation of these regulations which, if ascertained, entails payment of a compensation for damage.
5. The effectiveness and validity of documents signed with a digital signature and documents signed with the account are governed by the Digital Authority Code and, in general, by the Italian legislation in force.

ART. 11

REGISTRATION TO THE E-PROCUREMENT SYSTEM BY THE AUTHORITIES AND RELATED ORDERING POINTS

1. The Authorities are entitled to request registration to access the *e-procurement* system through their ordering points registered in the system, which must be provided with all the authorizations and powers necessary to operate the system and engage the pertaining Authority with the purchase of works, supplies or services through the procurement procedures managed from the platform.
2. Registration of Authorities to the system takes place following a specific request sent by an ordering point of the Authority, according to the methods, criteria and conditions established by the current legislation, these regulations and following the indications on the portal.
3. Application for registration implies the knowledge and acceptance of these regulations and other documents applicable to the purchasing procedures.
4. Each Authority can be represented in the *e-procurement* system by several ordering points, which will be provided with the profile and authorizations foreseen by their powers. Registration of the Authority implies the existence and registration of at least one ordering point of the same Authority.
5. Each person requesting to register as an ordering point of the Authority to which it belongs must have a digital signature.
6. The application to register must be signed digitally by the ordering point and sent electronically through the system, in accordance with the methods indicated on the portal.

ART. 11bis

DATA INTEROPERABILITY BETWEEN THE REGIONAL PLATFORM AND THE PA PROCUREMENT RATIONALISATION PROGRAMME

1. To implement the once-only principle, pursuant to Article 3, paragraph 1, letter ggggg-bis of the Code of public contracts, an operational agreement has been defined between the Regional Authority and

the Ministry of Economy and Finance (MEF) for the automatic transmission of data relating to the tendering procedures to the regional e-procurement system by means of the tools of the PA Procurement Rationalisation Programme (MEPA, Conventions, AQ and SDA).

2. The data referred to in paragraph 1 refer solely to procedures carried out using the programme tools by the ordering points accredited to the regional system.
3. The regional platform guarantees exclusive access by individual ordering points to information of its competence.
4. With accreditation to the system, the Authority gives explicit consent to activate the interoperability flow relating to the procedures carried out using the Programme tools from its own ordering points according to the terms set out in the previous paragraphs.

ART. 12

REGISTRATION TO THE E-PROCUREMENT SYSTEM BY ECONOMIC OPERATORS AND RELATED LEGAL REPRESENTATIVES

1. Economic operators that satisfy the requirements are entitled to apply for registration to access the *e-procurement* system through their legal representatives registered in the system, who are provided with all the authorizations and powers necessary to use the system and act in the name and on behalf of the pertaining economic operator.
2. Registration takes place through the respective legal representatives and is issued in accordance with the methods and the criteria and conditions established by current legislation and by these provisions, in order to take advantage of the specific features of each purchase or negotiation tool.
3. Each economic operator can be represented in the *e-procurement* system by several legal representatives, who will be provided with the profile and authorizations provided for by their powers, on the basis of the registration obtained by the operator.
4. Registration of the economic operator to the system implies the existence and qualification of at least one legal representative thereof.
5. The economic operator who intends to register must send a specific request through his/her legal representative according to the methods and the criteria and conditions set forth by current legislation, by these regulations and following the instructions on the portal.
6. Submission of the application implies the full knowledge and acceptance of these regulations.
7. Every person who applies to register as the legal representative of the economic operator must have a digital signature. The digital signature of the legal representative of the economic operator must be affixed to the application and sent electronically through the system, in accordance with the procedure outlined on the portal.

ART. 13

COMMON RULES FOR THE AUTHORITIES AND ECONOMIC OPERATORS

1. The Authorities and the economic operators declare and agree to use the *e-procurement* system, the related purchasing procedures and all the services made available to them in the system in a fully independent manner. Likewise, they undertake to use them exclusively for the purposes, in compliance, within the limits and according to the conditions established by the regulations in force, these regulations and the documents governing each purchasing procedure in compliance with the applicable legislation.
2. Access to and participation in the system involves full acceptance of all the terms, conditions of use and notices contained in these regulations, in other documents governing the purchasing procedures

and, in general, everything that is brought to the attention of the system users by publication on the portal and/or transmission of specific communications.

3. The Region reserves the right to modify these regulations, at its own discretion and at any time, communicating the changes made to the Authorities and to the economic operators by electronic means and publishing the modifications made on the portal. In this case, the ordering points and the legal representatives, without prejudice to the regulations contained in the documents relating to each purchasing procedure, may request to be cancelled in accordance with the procedures and terms indicated on the portal.
4. Should there be more than one ordering point for the same Authority or several legal representatives for the same economic operator, the request for cancellation of one of them does not take into account the enrolment and/or registration of the other parties (ordering points or legal representatives) belonging to the same Authority or economic operator, who therefore remain qualified to use the system.
5. In the absence of prompt communication, the changes referred to in paragraph 3 shall be deemed to be automatically accepted and applicable to the Authority and the economic operator from the date indicated for their entry into force.
6. Nevertheless, the users of the system are responsible for checking the terms and conditions of use of the system, the related purchasing procedures and any additional services that may be applicable each time. Therefore, without prejudice to the right of withdrawal, access to the portal or, in any case, use of the purchasing or negotiation tools and other services entail the full and unconditional acceptance of the version of the directives published on the portal at that time.
7. The Authority and the economic operator acknowledge and accept that use of the system does not imply any preventive control by the System Manager or the Region as to compliance with current legislation, including the provisions of law and regulations in force concerning the purchase of works, supplies or services of the PA applicable to the preceding Authority, which they declare to know well and accept, and are therefore exclusively responsible in case of violation of the above legislation and for any kind of administrative, civil or criminal offense.
8. The Authority and the economic operator undertake to implement all the measures necessary to avoid disturbances being implemented through the *e-procurement* system in the correct execution of the negotiation and the purchasing procedures. In particular, the economic operator states, among other things, that it is well aware of the rules on protection of competition and the relative prohibitions on agreements and/or the restricted procedures of competition and the market, including Articles 101 et seq. of the Treaty on the functioning of the EU and Articles 2 et seq. of Law 287/1990.
9. The Authorities undertake to inform the system manager of the conduct of the economic operator, within the *e-procurement* system, which may give rise to restricted procedures and/or agreements of competition and the market pursuant to the law in force, also in order to allow the Region to take the appropriate provisions relating to registration and possibly to report such circumstances to the Judicial Authority for verification of the existence of any relevant criminal offence.
10. The Authority and the economic operator undertake not to cause damage or harassment to the network or to third parties, not to introduce illicit material onto the portal, such as, for example, material with defamatory or offensive content or material that infringes intellectual and industrial property law.
11. The Authority and the economic operator acknowledge and accept that, within the limits and in application of the principles and provisions relating to public data and the re-use of public sector information, the information, data and documents related to the registration and purchasing procedures entered and/or exchanged in the system may be used by the Region and by the Authorities, each within their own competence, also in aggregate form, to be made available to other public authorities, natural and legal persons, also as open type data.

ART. 14

DECLARATIONS ISSUED DURING ENROLMENT AND REGISTRATION, UPDATE AND MODIFICATION

1. The Authority, the economic operator and each person acting in their name and on their behalf requesting to enrol or register and operating in the *e-procurement* system guarantee the correctness, truthfulness, completeness, accuracy and update of the personal data and information included in the applications, as well as all the information and data that will be provided to the Region, the System Manager, the Authorities and the economic operators.
2. Except as otherwise provided in paragraph 3, the Authority and the economic operator acknowledge and accept that the Region does not carry out any checks on data, information, declarations, statements and, in general, the content of the registration and enrolment application, hence the Authority and the economic operator, and those acting in their name and on their behalf, are solely and exclusively responsible for the accuracy, truthfulness, completeness and updating of the aforementioned contents. Therefore, it is understood that the Region does not assume any responsibility in relation to any enrolment or registration made on the basis of incorrect or false declarations of persons not possessing the declared requirements or having the appropriate powers.
3. Without prejudice to the provisions of paragraph 2, the Authorities shall carry out the checks and verifications pursuant to the law in relation to the requirements declared by the registered economic operators who have been the successful tenderers of the procurement procedures.
4. The Authorities also reserve the right to request clarifications, carry out checks and/or sample checks on the actual existence or compliance of the requirements declared by the contracting entities, economic operators and by the persons who in the name and on behalf of the aforementioned, act at the time of application for registration or enrolment.
5. The Region reserves the right to carry out checks, among other things, also regarding the participation in the purchasing procedures, the implementation of contracts and, in general, the correct use of the system, also by acquiring information from other Authorities and operators and through audits relating to performance of the contract, on the basis of what is regulated by each purchasing procedure.
6. The Region also reserves the right to request a copy of certificates, self-certifications or other documentation proving that the requirements for registration and/or enrolment are still valid, also as regards the work, supplies and services meeting the specifications and requirements set out in the call for tender. Likewise, any professional qualifications or proof of special enrolment in relevant registers or lists for the purpose of participating in the purchasing procedures may be requested.
7. The Authority and the economic operator undertake, upon express request by the Region, to confirm the continued validity of the requirements already declared at the time of registration or enrolment, to request, acknowledge and accept that failure to promptly renew and/or confirm the continued validity of the requirements may result in immediate suspension or cancellation of the registration.
8. The Authority and the economic operator undertake, even in the absence of an express request by the Region, to communicate through the appropriate procedure provided by the portal any change in the objective and/or subjective requirements and all the information declared at the time of application for registration or enrolment, including the characteristics of works, supplies or services.
9. The Authority and the economic operator acknowledge and accept that any change in the aforementioned requirements may result in the suspension or cancellation of the registration or enrolment.
10. Failure to update the aforementioned data and information by the Authority and the economic operator, irrespective of the findings on the intent or fault thereof, implies the full effectiveness of the actions and communications made by the users of the system using these data and information.
11. The ascertained false or incomplete declarations, data and information in general, or failure to

update such information provided by the persons operating within the system may lead to the immediate suspension or cancellation of the registration or enrolment, with consequent impossibility of the Authority and the economic operator to access the system, without prejudice to the right to compensation for any damage suffered by the Region, the System Manager, the Authority, the economic operator and/or third parties.

ART. 15
SUBSTITUTION OF THE LEGAL REPRESENTATIVE AND RENEWAL OF SELF-CERTIFICATION BY THE ECONOMIC OPERATOR

1. Communication must be given to the Region of any revocation or entry of a new or additional legal representative of the economic operator through the appropriate procedures outlined on the portal, attaching, if required, a copy of the documentation proving the powers of the new legal representative.
2. Noting that the registration is carried out, inter alia, on the basis of statutory declarations of certifications and affidavits rendered by the operator pursuant to art. 46 and 47 of Presidential Decree 445/2000, and that the statutory declarations of certifications have the same temporal validity as the certificate that they replace, the economic operator undertakes to renew the expiring self-certifications at least every six months.

ART. 16
DURATION, PENALTIES, SUSPENSION AND REVOCATION OF REGISTRATION

1. The duration of registration to the system, unless otherwise indicated and subject to renewal of the self-certifications issued, is effective for an indefinite period of time and in any case until otherwise communicated by the Region.
2. On the basis of the provisions of these regulations and/or documents of each purchasing procedure, the Region will have the right to order the application of penalties against the operator and suspension or revocation of the registration. The Region also reserves the discretionary right to suspend or revoke the registration at any time giving the reasons thereof, without anyone being able to make any claim or request deriving from such a provision.
3. The Region reserves the right to suspend and/or revoke the user's registration at any time due to technical, organizational or system-related reasons, with prior communication, where possible without anyone being able to make any claim or request deriving such a provision.
4. After suspension or revocation, the Authority and the economic operator undertake not to carry out activities of any kind within the system, unless otherwise indicated by the Region, without prejudice to the obligations that have already been taken on.

ART. 17
COMMUNICATIONS

1. For use of the system and for all the activities and operations performed therein, the economic operator elects his domicile in the specifically identified area of the system, as well as at the other contact information given thereby, such as fax number, certified e-mail address and registered office.
2. All communications by the Authority and the economic operator such as, by way of example, any requests for clarifications, documents and certifications must be made using the appropriate area in the system, in compliance with the provisions of the code of the digital authority and contract code.
3. Specific provisions that may be required by the Authorities in the tender documentation are

excepted.

4. The economic operator undertakes to access, verify and keep the communications area of its account, the fax number and the certified e-mail box indicated thereby, as well as any other area specifically identified within the portal under control at all times and promptly, and in any case whenever it becomes necessary in relation to its participation in the system.
5. The Region and the System Manager shall not be held responsible for any malfunctions of the system that may in any way compromise or delay delivery of communications to the final recipient.

ART. 18 IT SYSTEM AND SYSTEM RECORDINGS

1. The *e-procurement* system is implemented in compliance with the provisions of art. 58 of the Code of Public Contracts, with the methods and solutions that prevent changes to be made to documents, system records and other computerized and online electronic representations of the documents and operations carried out within the procedures, on the basis of existing and available technology.
2. The activities and operations carried out within the *e-procurement* system are assigned to the subjects through the account and are intended to be carried out at the time and day resulting from the system recordings.
3. System recordings are carried out, stored and filed in compliance with the provisions of art. 43 of the Digital Authority Code.
4. The Authority and the operator declare and acknowledge that the system records are full evidence of the relationships between the parties. These recordings are confidential and will not be disclosed to third parties, except for the cases expressly permitted, such as exercising the right of access pursuant to Law 241/90 and request by the Judicial Authority. Wherever possible, the Region and/or the System Manager will communicate in advance to the economic operators and the Authorities when maintenance is being carried out on the system. In any case, the economic operators and the Authorities acknowledge and accept that access to the site and the system may be suspended or limited at any time for technical purposes aimed at restoring or improving its operation or security.
5. The economic operators and the Authorities, each for their own competence, relieve the Region and the System Manager from any responsibility related to any malfunction or defect to the connectivity services necessary to access the system through the public telecommunications network.

ART. 19 APPLICABLE LAW

1. These regulations and other documents relating to the purchasing procedures have and explain their effects in observance and implementation of the legislation in force concerning the purchasing of works, supplies or services by the Public Authority in general, of Italian and Community law, including the Digital Authority Code.
2. Any other item that has not been expressly covered by these regulations and other documents relating to the purchasing procedures, the *e-procurement* system and all related procedures, as well as any legal act or legal position established within the system, including public contracts stipulated between Authorities and economic operators, are understood to be governed by current laws and regulations.

ART. 20
HOLD HARMLESS PROVISION

1. Users of the system undertake to hold the Region and the System Manager harmless, compensating any detriment, damage, cost and charge of any kind, including any legal fees, that may be incurred thereby and/or by third parties due to violations of the articles provided for in this document, by an incorrect or improper use of the system or of violation of the legislation in force.

ART. 21
MODIFICATIONS TO THESE REGULATIONS

1. Any modification to this document will be published on the portal. It is the responsibility of the users of the system to check on the portal for any changes and/or additions made to the text. Nevertheless, access to the system involves acceptance of the modified and/or integrated "Regulations of the *e-procurement* system of the Autonomous Region of Friuli Venezia Giulia".
2. Should they consider that they cannot accept the changes made to the document, users can request cancellation from the system's functions without prejudice to the obligations already assumed.
3. The execution of any operation subsequent to the publication referred to in paragraph 1 shall be considered as implicit acceptance of the modifications made to the document.

ART. 22
RULES OF CONDUCT

1. Users of the system are required to use the system in good faith and exclusively for the purposes outlined in this document. The Authorities and the registered economic operators shall be held responsible for any violation of the provisions of law and regulations, in the matter of public contracts and for any kind of administrative, civil or criminal offence.

ART. 23
ACCESS TO DOCUMENTS

1. Documents produced can be accessed by the economic operators and, in general, authorised persons by means of a specific request to be submitted to the Authorities, while, as regards the registration process, the request to access document must be submitted to the Region, all in compliance with the current provisions on the right of access to administrative documents pursuant to Law 241/1990, the Code of Public Contracts and the Code of Digital Authority.
2. In any case, the technical solutions and programs used by the Region or by the System Manager, if protected by intellectual property rights, are excluded from the right of access.

ART. 24
COURT OF JURISDICTION

1. For any dispute that may arise against the Region with regard to the execution, interpretation, implementation and modification of this document, the exclusive jurisdiction lies with the Court of Trieste.
2. Any matter relating to the relationship between the economic operator and the Authorities shall be brought before the court of jurisdiction of the Contracting Authority.

ART. 25
PROCESSING OF PERSONAL DATA

1. Pursuant to Legislative Decree 196/2003, any personal data acquired by the Region as a result of this document shall be used for the establishment and management of the *e-procurement* system of the Autonomous Region of Friuli Venezia Giulia and of the economic operators registered thereto and registered Authorities.
2. The data are collected and processed by the Region with both electronic and hard-copy media, and through an appropriate profiling system can be consulted, modified and/or supplemented by those directly involved.