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## **ANNEX "A"**

### **PRIVATE NEGOTIATION REGULATIONS**

#### **FOR THE SALE OF 150 "ALMABIKE" BICYCLES TO THE STUDENT COMMUNITY**

##### **INTRODUCTION**

This deed, in accordance with the Resolution of the Board of Governors of the University dated 30/04/2024 (Agenda item no. 12/05), provides detailed rules for private negotiations (hereinafter referred to as "negotiations") aimed at the sale, to the student community of Alma Mater Studiorum University of Bologna, of 150 (one hundred and fifty) "Almabike" bicycles, used and no longer functional for the institutional purposes of the University, available in three different sizes (37 bicycles of size *S-Small*, 54 bicycles of size *M-Medium*, 59 bicycles of size *L-Large*), as better described in Annex 1 to this deed.

Please note that the choice of size is binding for the purposes of the ranking: if the available items for the chosen size are sold out as a result of the number of requests exceeding the available quantity, it will not be possible to extend the request to the remaining items of other sizes.

The bicycles, which are in good working order but in a state of obsolescence due to age and use, are sold according to the principle of "seen and liked", which is incorporated in a special clause in the sales contract template attached hereto as Annex 2.

##### **Art. 1 - Admission requirements**

The negotiation is reserved for the student community of Alma Mater Studiorum University of Bologna.

Therefore, it is necessary to be duly enrolled for the academic year 2025/2026 in a first- or second-cycle and single-cycle course at the University. This eligibility requirement must be met by the deadline for submitting applications to participate in the purchase negotiations, as indicated in this deed.

Students in mobility or with a non-active career are not eligible for negotiation.

##### **Art. 2 - Submitting applications**

Applications to participate in the negotiations must be submitted exclusively online, using the Studenti on line IT platform, available at <https://studenti.unibo.it>, within the peremptory deadline of **10 (TEN) days** from the day after publishing this notice on the University Portal on the page "*Tenders for the sale of movable assets*", i.e. by 23:59 (Italian time) on 17 October 2025.

Each prospective buyer may apply for one bicycle only; it will therefore not be possible to submit several individual applications, or to apply for more than one bicycle in the same application.

To submit an application:

1. access <https://studenti.unibo.it> using your University username and password, or via SPID or CIE;



2. click on the "Calls for applications" button;
3. check the box "**private negotiation for the sale of 150 *Almabike* bicycles to students enrolled in the A.Y. 2025/2026**"

For assistance in completing the application on Studenti Online, you can submit a request by visiting <https://sportelli.unibo.it/hd-studenti> or you can call +390512080301, available Monday to Friday from 09:00 to 13:00 and 14:00 to 17:00. All communications from this University relating to the procedure will be sent to students at their respective institutional addresses @studio.unibo.it.

The date and time of the online application are certified by the IT system; the prospective buyer will find their application in the "*pending applications*" section on the Studenti Online homepage. It will only be modifiable **by the deadline of 23:59 of 17 October 2025**. After this deadline, it will no longer be possible to amend or supplement the application.

Therefore, the candidate must - by the closing date and time of the notice - include all the required data in the application, as explained in the following article.

The system will assign each application an identification number, which will be used to render the ranking of prospective buyers anonymous.

### **Art. 3 - Declarations to be made in the application and compulsory fulfilments by applicants under penalty of exclusion**

In the application form, the prospective buyer declares, under their own responsibility and aware of the criminal penalties provided for in Article 76 of Presidential Decree no. 445 of 28/12/2000 for cases of forgery and false declarations:

- 1) surname, first name and tax code;
- 2) the date and place of birth;
- 3) place of residence;
- 4) an e-mail address and telephone number;
- 5) the chosen bicycle size (S, or M, or L); please note that the choice of size is binding for admission for the purposes of the ranking: if the available items for the chosen size are sold out as a result of the number of requests exceeding the available quantity, it will not be possible to extend the request to the remaining items of other sizes.
- 6) the commitment, if placed on the sales ranking, to make - **by and no later than the date that will be communicated by the Administration with a separate e-mail to the prospective buyer placed in the ranking**, under penalty of irrevocable exclusion from the same - the payment of € 50.00 (fifty/00 Euro) through the "Pago UNIBO" Portal the access link to which will be indicated in the aforementioned e-mail.

**Attached to the application form page, prospective buyers will find a PDF file containing the sales contract template, drawn up in accordance with the form in Annex 2.**

### **Art. 4 - Cases of exclusion from negotiations**



The following types of irregularities will lead to automatic exclusion from the negotiation procedure:

- 1) failure to meet the requirement set out in Article 1 of this notice;
- 2) failure to make the payment within the time limit set out in Article 5 below.

#### **Art. 5 - Negotiation procedure**

After the deadline for notice, three separate rankings will be drawn up (one for each size, i.e. S, M, L), according to the chronological order of submission of applications as certified by the IT system.

Applications that are incomplete or contain incorrect data will be excluded and not included in the ranking.

The rankings - which will be promptly published on the "Studenti on line" IT application and on the University web portal, in the section "Tenders for the sale of movable assets" - will be valid until 31/12/2025 and will not be further extended.

The bicycles remaining unsold at that date will be subject to a separate, subsequent call for tenders in favour of University Staff, as provided for by the aforementioned resolution of the Board of Directors of 30/04/2024.

Prospective buyers will be able to check their position in the ranking by means of the ID number assigned by the system.

From the date of publishing this notice until the deadline for submitting applications, prospective buyers will have the opportunity to view the bicycles directly at the "Velostazione ExDynamo" depot in Via dell'Indipendenza 71/Z, Bologna, at the following times: Monday, Tuesday, Thursday and Friday, from 08:00 to 20:00; Wednesday from 14:00 to 20:00; Saturday and Sunday, from 08:00 to 14:00.

At that time, the Administration will make available to prospective buyers several examples of the three sizes available (S, M, L), representative of the actual condition of the entire collection of bicycles.

If, even following the aforementioned inspection, the prospective purchaser does not intend to finalise the purchase of the bicycle, or does not proceed with payment in the manner specified in Article 3, point 6) above, they will be removed from the respective ranking, which will then be closed until all available bicycles are used up, in any case by the aforementioned deadline of 31/12/2025.

Successful applicants will promptly receive an e-mail inviting them to complete the payment **of € 50.00 (fifty/00 euro) within 3 (THREE) days of receipt thereof, under penalty of expulsion from the ranking** by accessing the "Pago Unibo" application, in which the reason for payment must be "Acquisto bicicletta Almbike – vendita agli studenti".

The University Administration offices will verify the successful completion of the transaction and, upon completion, will send the buyer another e-mail inviting them to come forward with a valid identity document - at the offices of the Administration or another location that will be specified in the same e-mail, for signing the sales contract, which will be countersigned by the University and subsequently filed for record-keeping



purposes, and the subsequent removal of the bicycles from the inventory.

The bicycles shall be available for collection by the buyer (or by a person delegated by them in writing, with a signed copy of the contract) at the aforementioned "*Velostazione ExDynamo*" depot, on the days specified in the aforementioned e-mail or by subsequent notice.

If the buyer does not, without a justified reason, collect the bicycle within the term of **7 (seven)** days from the date of payment, the Administration shall issue a formal reminder notice, specifying that, in the event of continued unjustified delay, and **in any case within and no later than 7 (seven) days** from the notification of said notice, the effects referred to in Articles 1206 et seq. of the Italian Civil Code (so-called "creditor's default") will apply to the Buyer, including the charging of daily expenses for the custody and preservation of the item due.

All notices relating to the procedure will be sent by the University to students via the institutional e-mail address (nome.cognome@studio.unibo.it).

At the end of the sale operations, the outcome of which will be published on the University web portal, in the section "*Tenders for the sale of movable assets*", the offices of the Administration will then finalise the procedures for removing the aforementioned items from the inventory.

#### **Art. 6 - Processing of personal data**

Pursuant to Article 13 of the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016), participants are hereby informed that the processing of the personal data provided by them when taking part in the procedure or otherwise acquired for this purpose by the Alma Mater Studiorum – Università di Bologna, is solely for the purpose of carrying out the negotiation.

The provision of such data is necessary in order to verify the candidates' qualifications. Failure to provide this data may hinder this verification. Participants have the rights referred to in Articles 15 et seq. of the aforementioned Regulation (EU) 2016/679, in particular the right to access their data, to request and obtain the rectification, erasure or restriction on processing of their data, as well as the right to object to the processing of their data. They may exercise these rights by emailing Alma Mater Studiorum – Università di Bologna at [privacy@unibo.it](mailto:privacy@unibo.it).

#### **Art. 7 - Procedure supervisor**

the Procedure Supervisor - RPA pursuant to Article 5 of Law no. 241/1990 is Roberto Battistini, in service at ATES - Technical, Constructions and Sustainability Division, appointed with D.D. ATES rep. no. 5827/2025 prot. no. 320676 of 24/09/2025 (e-mail address [info.mobilitymanager@unibo.it](mailto:info.mobilitymanager@unibo.it)).

*dig. signed by the APAT - Assets Division Manager  
Dr Stefano Corazza*



ALMA MATER STUDIORUM | AREA  
UNIVERSITÀ DI BOLOGNA | DEL PATRIMONIO

*Attachment no. 1) explanatory photos of the “Almabike” bicycles offered for sale;*

*Attachment no. 2) sales contract template with "seen and liked" clause*



ALMA MATER STUDIORUM  
UNIVERSITÀ DI BOLOGNA

AREA  
DEL PATRIMONIO

*Attachment 1) - explanatory photos of "Almabike" bicycles offered for sale*

Taglia S



Taglia M



Taglia L





*Attachment 2 sales contract template with "seen and liked" clause*

**SALES CONTRACT TEMPLATE WITH "SEEN AND LIKED" CLAUSE**

A private contract is hereby drawn up pursuant to and for the purposes of Articles 1350-1351 and 1470 et seq. of the Italian Civil Code, to be valid for all legal purposes between the Parties:

ALMA MATER STUDIORUM - UNIVERSITY OF BOLOGNA (Tax Code 80007010376), represented, exclusively for the purposes of entering into this agreement, by Dr Stefano Corazza, in his capacity as Assets Division Manager - APAT, appointed by provision of the Director General of the University rep. no. 2257 of 30/06/2017, lastly renewed by provision rep. no. 1669/2024 - prot. no. 68977 of 11/03/2024 and domiciled for this purpose at the Alma Mater Studiorum - Università di Bologna, Via Zamboni no. 33, hereinafter referred to as University, or Administration, or Seller;

and

Mr/Ms ..... (name and surname), born in ..... (prov. ....) on ..... resident in ..... (prov. ....) in ..... Tax Code ..... identified by means of identity document ..... issued by ..... on ..... expiry date ....., student of the University of Bologna, hereinafter also referred to as the Buyer;

**WHEREAS**

- Alma Mater Studiorum University of Bologna is the owner of the "*Almabike*" bicycles, as described in detail in Annex 1) of the "*Private negotiation regulations for the sale to the student community of 150 "Almabike" bicycles*", to which the Parties refer, without making any material attachment to this deed;
- the University, in implementing the resolution of the Board of Directors of the University of 30/04/2024, intends to sell, for the benefit of its students, the used "*Almabike*" bicycles no longer functional for the institutional purposes of the University, before also referred to as "*asset*" or "*bicycle*";
- the aforementioned Buyer intends to purchase a bicycle, having participated in the relevant private negotiation announced by the Administration;

the Parties mutually acknowledge that this negotiation and the ensuing contract do not constitute a "*distance contract*" or an "*off-premises contract*" within the meaning of Article 45( 1)(g)(h) of Legislative Decree no. 206 of 6 September 2005 - "Consumer Code" and, therefore, the Buyer is excluded from the right





of withdrawal set forth in Articles 52 to 58 of said Code, without prejudice, however, to the general exclusion set forth in Article 47( 2), of the same decree, in view of the value of the sale consideration not exceeding € 50.00 (fifty/00 euro).

The recitals are an essential part of this contract.

#### **ART. 1) SALE**

1. The Seller sells to the Buyer - as identified above - who purchases, a bicycle described in the foregoing, which is the subject of this sales contract.

#### **ART. 2) DECLARATION BY THE SELLER**

1. The Seller declares that it guarantees that the asset referred to in this contract is free from any encumbrances or restrictions at the date of signing the deed of sale.
2. It declares that the bicycle, although used and obsolete, is in good working order and free from defects that could compromise its intended use.

#### **ART. 3) DECLARATION BY THE BUYER - WAIVER OF GUARANTEE**

1. The Buyer declares to have inspected the asset being sold, finding it satisfactory, as seen and liked, and accepts it. They declare to have checked and assessed its strengths and weaknesses and therefore consider the purchase price of the bicycle to be proportionate to its actual residual value, taking into account that it is "used" and therefore depreciated.
2. Therefore, the Buyer expressly waives the guarantee for defects provided for in Article 1490 of the Italian Civil Code.
3. However, the Parties acknowledge their mutual good faith, their knowledge of the subject matter and any defects in the asset, insofar as these are visible, ascertainable and known to the Parties themselves, and that all technical conditions relating to the maintenance, preservation and age of the bicycle have been taken into account in determining the sale price.

#### **ART. 4) PRICE**

1. In return for the transfer of ownership of the bicycle, the Purchaser shall pay the total price of € 50.00 (fifty/00 euro), VAT-exempt, by means of payment via PAGO-PA payment slip.





#### ART. 5) TAKING POSSESSION - CREDITOR'S DEFAULT

1. Possession shall be taken upon concluding this deed, by means of collection of the asset by the Buyer or their delegate at the premises defined by the Administration, according to the times and methods separately communicated to the Buyer by the Seller, as indicated in Article 5, penultimate clause, of the Negotiation Regulations.
2. If the Buyer does not, without a justified reason, collect the bicycle within the term of seven days from the purchase, the Administration shall issue a formal reminder notice, specifying that, in the event of continued unjustified delay, and in any case within and no later than seven days from the notification of said notice, the effects referred to in Articles 1206 et seq. of the Italian Civil Code (so-called "creditor's default") will apply to the Buyer, including the charging of expenses for the custody and preservation of the asset.

signed by the Buyer  
Mr xxxxxxxxxxxx

signed by the Seller  
ALMA MATER STUDIORUM UNIVERSITY OF BOLOGNA  
THE ASSETS DIVISION MANAGER – APAT  
Dr Stefano Corazza

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#### ACCEPTANCE OF CONTRACTUAL CLAUSES PURSUANT TO ARTICLE 1341 OF THE ITALIAN CIVIL CODE

Pursuant to and for the purposes of Article 1341(2) of the Italian Civil Code, the Buyer hereby declares that they know, accept and specifically approve the clauses set forth in Article 2 (DECLARATION BY THE SELLER); 3 (DECLARATION BY THE BUYER - WAIVER OF GUARANTEE); 4 (PRICE); 5 (TAKING POSSESSION - CREDITOR'S DEFAULT) of this Contract are expressly accepted, pursuant to articles 1341, 1342 of the Italian Civil Code, with the signing of the deed.

signed by the Buyer  
Mr xxxxxxxxxxxx

#### SPACE RESERVED FOR DISTRIBUTORS

The undersigned company ..... appointed by the University of Bologna to distribute Almbike bicycles following a private sales agreement, certifies that Mr/Ms ..... has collected the purchased bicycle on .....

DISTRIBUTOR'S SIGNATURE AND STAMP