



Decree of the Director General n. 290 of 11 December 2025

Revocation of the award and termination for non-performance of the Innovation Partnership contract entitled “Energenius - Empowering Sustainability through Unified IoT, AI-ML Optimization, and Energy Education in Urban Infrastructure” – signed under the framework of the public procurement procedure entitled “Building green and climate neutral city hubs across European cities” – contract notice 2023/S 201-632428 – published under the framework of the CLIMABOROUGH project.

I the undersigned Simone Gheri, Director General of ANCI Toscana

- In my position of Single Responsible Person (RUP in Italian language) for the aforementioned public procurement procedure, as stipulated in the Contract notice published on 18 October 2023 on TED – the online Supplement of the Official Journal of the European Union

Whereas

- With my previous Decree No. 171 of 5 July 2024, the tender was awarded to 9 applications including the one labelled “186 – INTRACOM TELECOM – AETHON” pertaining to the Lot of Athens;
- On 21 March 2025, the Innovation Partnership Agreement entitled “Energenius - Empowering Sustainability through Unified IoT, AI-ML Optimization, and Energy Education in Urban Infrastructure”, corresponding to the aforementioned application, was signed by ANCI Toscana and sent to the Partner named INTRACOM SINGLE MEMBER S.A. TELECOM SOLUTIONS, VAT Number EL094157119, established at 19.7km Markopoulou Avenue, EL-19002 Peania (henceforth: the Partner);
- On 04 April 2025 the Agreement was signed by DAEM-Dimos Athinaion Epicheirisi Michanografisis, established at Pireos 144 & Echelidon 19, EL-11854 Athens (henceforth: DAEM) on behalf of the City of Athens;
- On 08 April 2025 the Agreement was signed by the Partner;
- The Partner was fully aware, upon submitting the application and subsequently signing the Innovation Partnership Agreement, that the maximum duration for developing, testing, and deploying the solution was **12 months**, and in any case, had to be completed within the limits of the overall CLIMABOROUGH project, which is due to conclude on **31 December 2026**;
- Article 2.1 of the signed Partnership Agreement stipulates that “A GANTT Chart for the implementation of the Innovation Partnership is presented in Appendix 5. The Solution shall be developed, tested and deployed according to this timeline. The maximum duration of the experimentation is 12 months”;
- Article 11.3 specifies that “No extension of deadline can be allowed, unless for reasons of Force Majeure, in which case they will only be valid with the written consent from the Contractor”;

- Article 2.3.1 stipulates that *“The Contractor may terminate the Innovation Partnership if the Prototype is not made ready for the Host City’s testing within the framework for time and resources as stated in the GANTT Chart, cf. Appendix 5”*;
- Article 7.11 of the Tender Regulations specifies that *“The time frame of each Partnership Agreement cannot exceed 12 months after its signature. Partial deliveries or an incomplete execution of the activities stated in the Technical Offer will lead to a reduction of the price to be paid to the Tenderer, or in case the Solution cannot be identified as complete and transferable to the Host City, to an immediate termination of the Partnership Agreement, with the obligation to fully reimburse the Advance and/or Interim payments already cashed”*.
- The EU-funded CLIMABOROUGH project has a final operational deadline of **31 December 2026** for finalising all payments to the Partner by the Contractor, after verifying the correct and complete execution of the work.
- In light of the contractual obligations and timelines, the activities envisaged in the GANTT chart for the implementation of the Innovation Partnership in question should have been started immediately upon the Partner’s final signature on **08 April 2025**;
- However, on 20 October 2025, a representative of the Partner stated in writing that the execution of the Contract had not started yet;
- On 4 November 2025, a representative of ANCI Toscana assigned an imperative deadline to the Partner for the emission of the first invoice as advance payment;
- The assigned term expired and no constructive attitude was noted in the Partner. In fact, in an email dated 12 November 2025, a representative of the partner explicitly confirmed that the Energenius pilot project had still not been initiated; this state of non-commencement was further reiterated in a formal letter received by ANCI Toscana on 10 December 2025, in which the Partners stated they *“remain fully prepared to commence work immediately upon resolution of this matter”*, thereby confirming that project activities had not yet been initiated;
- The delay incurred significantly exceeds the expected startup period and constitutes a material breach of contract, as foreseen by Article 11.5.3 of the signed Innovation Partnership Agreement specifies that *“If there is a material breach of contract, the Contractor may, after having given the Partner written notice and granted it a reasonable deadline for remedying the situation, terminate all or parts of this Agreement for breach with immediate effect. The Contractor may cancel all parts of the Agreement with immediate effect if the service is materially delayed. Significant delays exist, for example, when delivery has not occurred after the expiry of the 12 months maximum deadline foreseen by the Tender regulations. If the delay is such that the whole Solution must be considered to be substantially delayed, for example, because what has already been delivered or shall be delivered later, cannot be used without what is covered by the right to revocation, the Contractor may terminate the entire Solution for the breach”*;
- All other pilot projects executed within the CLIMABOROUGH framework have been initiated in due time and are finalised or near completion, (including the other pilot project under implementation in the City of Athens on the same topic of Energenius). A subsequent ex-post evaluation will be carried out for each pilot project by the consortium partners, which will take additional time after their conclusion;
- Even if the activities were to commence at this stage, the substantial delay makes it objectively impossible to implement the solution within the 12-month contractual term and, consequently,

within the mandatory final operational deadline of the CLIMABOROUGH project (31 December 2026) required for final payments and project reporting;

- In light of the facts and legal provisions set forth above, the conditions for initiating and completing the activities of the Energenius project within the scope and for the purposes of the CLIMABOROUGH project no longer exist, constituting a material breach of contract due to significant, irrecoverable delay.
- This significant delay justifies the immediate termination of the Partnership Agreement as provided for by Article 7.11 of the Tender Regulations.

Take the following decisions:

- To terminate the Innovation Partnership Agreement signed by ANCI Toscana on 21 March 2025 and relating to the application labelled “186 – INTRACOM TELECOM – AETHON”;
- To promptly notify the Partner of this Decree;
- To publish it on the CLIMABOROUGH website;
- To acknowledge that a mediation procedure may be initiated on this matter before the Arbitration Chamber at the Florence Chamber of Commerce, in accordance with the contractual provisions.

Florence, 11 December 2025

General Director of Anci Toscana

Simone Gheri