



# Istituto Nazionale di Geofisica e Vulcanologia

Delibera n. 250D/2016

Allegato A al Verbale n. 12/2016

Oggetto: Ratifica Accordo INGV-FUGRO OSAE sottoscritto in data 21 settembre 2016.

## IL CONSIGLIO DI AMMINISTRAZIONE

- **VISTO** il Decreto legislativo 29 settembre 1999, n. 381, concernente la costituzione dell'Istituto Nazionale di Geofisica e Vulcanologia (INGV);
- **VISTA** la Legge 27 settembre 2007, n. 165, concernente la "Delega al Governo in materia di riordino degli Enti di Ricerca";
- **VISTO** il Decreto legislativo 31 dicembre 2009, n. 213, concernente il "Riordino degli Enti di Ricerca in attuazione dell'art. 1 della Legge 27 settembre 2007, n. 165";
- **VISTO** lo Statuto dell'Istituto Nazionale di Geofisica e Vulcanologia approvato con delibera del Consiglio di Amministrazione, in data 11 novembre 2010 - pubblicato sulla Gazzetta Ufficiale della Repubblica Italiana - Serie Generale n. 90 del 19 aprile 2011 in particolare l'art. 2 comma 1 lettera c) il quale prevede che l'INGV ..... *partecipa a programmi avviati da altri soggetti; stipula accordi e convenzioni per la fornitura dei dati, elaborazione e consulenze di elevato valore scientifico e tecnologico a favore di Enti di ricerca pubblici e privati, pubbliche Amministrazioni, Enti locali e soggetti privati;*
- **VISTO**, altresì, l'art. 5, comma 5, lett. d) del predetto Statuto il quale prevede che il Presidente: *"nei casi di necessità e urgenza adotta i provvedimenti di competenza del Consiglio di amministrazione, al quale gli stessi sono sottoposti nella prima riunione successiva per la ratifica";*
- **VISTO** il Regolamento di Amministrazione, Contabilità e Finanza pubblicato sulla Gazzetta Ufficiale della Repubblica Italiana - Serie Generale n. 113 del 18 maggio 2009;
- **TENUTO CONTO** dell'urgenza a procedere alla sottoscrizione dell'Accordo INGV-FUGRO OSAE;
- su proposta del Presidente,

## DELIBERA

La ratifica dell'Accordo INGV-FUGRO OSAE sottoscritto in data 21 settembre 2016 allegato alla presente quale parte integrante e sostanziale.

Letto, approvato e sottoscritto seduta stante.

Roma, 10/10/2016

La segretaria verbalizzante  
(Sig.ra Silvana TUCCI)

*Silvana Tucci*

IL PRESIDENTE  
(Prof. Carlo DOGLIONI)

*Carlo Doglioni*

## FRAMEWORK AGREEMENT

**THIS FRAMEWORK AGREEMENT** (hereinafter called "FA") is made the day of September 2016 between:

**FOSAE OSAE GmbH**, a company incorporated under the laws of Germany, Federal ID number B 9795 (Bremen), with its principal place of business at Fahrenheitstraße 7, 28359 Bremen, Germany (hereinafter called "FOSAE");

on the one part,

**Istituto Nazionale di Geofisica e Vulcanologia** (hereinafter referred as the "INGV"), a research institute existing and organized under the law of Italy with registered office at Via di Vigna Murata 605, 00143 ROME, having V.A.T identification number 06838821004, represented by Prof. Carlo DOGLIONI (President)

on the part

herein collectively referred to also as the "Parties and individually as a "Party"

### WHEREAS

FOSAE is actually engaged in several potential field surveys for environmental purpose, UXO surveys for wind farm construction, hydrographic and cable development route surveys.

INGV has more than decennial experience in acquisition, processing and interpretation of marine potential field data and a strong background in the use of specific software suites for data processing.

whereas FOSAE requires the services provided from the INGV for specific activities (Exhibit 1),

whereas the INGV confirms his capability and compliancy to provide said activities and to meet all the requirements as specified in this agreement,

based on the foregoing recitals which form an integral and substantial part of this agreement, the Parties:

### NOW THEREFORE IT IS AGREED AS FOLLOWS:

to the specific condition and general condition as specified in the following exhibits:

Exhibit 1 (E1): Supplies and/or services, timing and prices/costs

Exhibit 2 (E2): General condition for supplies and services



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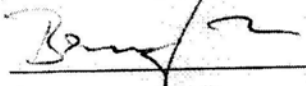
All the above mentioned documents form an integral and substantial part of this Contract.

The terms set put in Exhibit 1 shall take precedence over those in Exhibit 2

Nothing in this Framework Agreement is intended to confer on any person who is not a Party (or an assignee or successor to such Party) any right to enforce any term of this contract.

**IN WITNESS WHEREOF**, FOSAE and INGV have executed this Framework Agreement as of the date first here in above

By: FUGRO OSAE GmbH



Name: Bernd Jeuken

Title: Managing Director

By: Istituto Nazionale di Geofisica e Vulcanologia



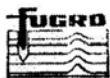
IST.NAZ. DI GEOFISICA E VULCANOLOGIA  
IL PRESIDENTE  
(Prof. Carlo DOGLIONI)

Name: Prof. Carlo Doglioni

Title: President



**FUGRO OSAE GmbH**



Fahrenheitstrasse 7  
28359 Bremen

Tel. (+49) 04 21 - 22 39 150  
Fax (+49) 04 21 - 22 39 151

## Exhibit 1

### “Supplies and/or services, timing and prices/costs”

#### Article I.1 List of activities and related prices -

I.1.1 The subject matter of this Framework agreement is to provide several activities and services in the field of marine potential field geophysics for specific needs required from FOSAE.

The list of specific activities is reported as following:

Ship borne magnetic data processing			
Activities	Unit	Specification	Total Amount (€)
On board data processing	Day		350
Post acquisition data processing (FOSAE office)	Day		300
Post acquisition data processing (INGV office)	Day	Logistic as per Art. 2	300
Post processing quality check (INGV office)	Day	Logistic as per Art. 2	250
Ship borne gravity data processing			
Activities	Unit	Specification	Total Amount (€)
On board data processing	Day		600
Post-acquisition data processing (FOSAE office)	Day		450
Post-acquisition data processing (INGV office)	Day	Logistic as per Art. 2	450
Post processing quality check (INGV office)	Day	Logistic as per Art. 2	400

Ship borne magnetic acquisition			
Activities	Unit	Specification	Total Amount (€)
Single magnetometer survey (instrumentation supplied by INGV)	Day	n.d	450
Gradiometric survey (instrumentation supplied by INGV)	Day	n.d	500
Acquisition superintending	Day	n.d	300
Ship borne gravity data acquisition			
Ship borne gravity survey superintending	Day		700

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Note

- i) The prices related to acquisition are referred to raw data recording, on board preliminary data processing for quality check and on board reports. A complete on board processing requires adding a 25% per single price voices (applicable only for QC task).
- ii) Price related to on board/office data processing are comprehensive of weekly communication (or different as specified in the WO) final report and mapping. Additional elaborates (i.e. GIS project) should be specified in the WO.

Training		
training in data processing and interpretation	Day rate excluded logistic as per Art.2	250

Licenses software and facilities (Personal computers and/or workstations) will provided by FOSAE.

Supporting material provided by the FOSAE to INGV for training or project related like: working instructions, procedure, raw data, licenses and ITTs are to be considered and threat as confidential material.

Training fee will be applied after the first training course to be hold in Bremen on the 5<sup>th</sup> September 2016.

**Article I.2 Mobilization, demobilization, travel, accommodation and seafarers courses**

I.2.1 The expenses for travel and accommodation for INGV personnel is entirely charged to FOSAE.

FOSAE shall provide:

- 1) booking and payment of the travel (i.e. flights from/to Italy to the working sites) and accommodation (FOSAE logistic accomodation or Hotel);
- 2) Reimbursing of subsistence expenses including local transport (to /from the airport and to/from FOSAE logistic accommodation / hotel to working sites), meals (if not covered in loco by FOSAE) and sundries.
- 3) Basic safety training and mandatory medical certificate required on board FOSAE Vessels has to be organised by INGV and approved by the FOSAE. INGV will invoice all related expenses (course and medical fee) to the FOSAE. Is INGV responsibility making sure that the selected personal will hold a valid and international certificate before accept the working order.

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- 4) Mobilization and demobilisation expenses (shipping, insurance and intervening fees) just in case of engaging of INGV's instrumentation.

Subsistence expenses shall be reimbursed providing supporting documents including receipts and tickets.

#### **Article I.3 Entry into force, duration and working call**

- I.3.1 This FA shall be executed on the date on which it is signed by the last party.
- I.3.2 The duration of the FA is 3 years starting from entry into force date; the period of execution may be extended only with the express written agreement of the Parties signed by legal representative of each party before the prime expiration date.
- I.3.3. The aim of FA is to define a legal base for collaboration between the two parties but its signature does not bind the parties to work together. This FA define an overall contract where INGV is called time by time for the execution of different activities (varying in duration and in typologies) required by FOSAE.

FOSAE will provide a written working order (hereinafter called "WO") to INGV contact point (also by using e-mail) specifying all the activities, duration and specific need that INGV is called to provide. The WO will be provided at least 10 working days before the date of starting activities. The activities will start once INGV will provide the letter of acceptance for the specific "WO". INGV can decline (by a written letter) the "WO".

- I.3.4 If not differently specified or agreed for the specific "WO" the maximum working period for INGV is 14 days on task. (+/- 3 days for transit or Vessel activity).

#### **Article 4 Invoicing and Payment and Value added Tax (VAT)**

- I.4.1 After the accomplishment of a specific WO, INGV shall have 30 working days to provide final report and documentation specified in the WO. INGV shall invoice its competence upon prior FOSAE confirmation. The total amount reported in the invoice will be calculated considering the table prices (day rates) of Article I.1.1 adding the VAT value in force in Italy at the date of invoicing.
- I.4.2 In case of partial accomplishment (see Exhibit II, Articles II.8.4 and II.9.2) of the WO, INGV shall invoice the effective amount of days in which its personnel has been involved.
- I.4.3 Invoices shall be addressed to:

*Fugro OSAE GmbH Fahrenheitstraße 7, 28359 Bremen, Germany*

*Reg.: Amtsgericht Bremen B 9795*

*VAT.No.: DE 114 442 812*

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#### I.4.5 Payment

The payment will be provided in maximum 30 days by back transfer at the INGV's bank account:

Banca Monte dei Paschi di Siena

Via della Musica 2 00144 ROMA

IBAN IT03R0103003215000001273391

#### Article I.5 Communication details

Communication shall be sent to the following address:

*FOSAE:*

Fugro OSAE GmbH

Fahrenheitstraße 7, 28359 Bremen, Germany

Contact person – Project Manager: Marco Filippone

Email: [m.filippone@fugro.com](mailto:m.filippone@fugro.com)

*INGV:*

Istituto Nazionale di Geofisica e Vulcanologia

Via Pezzino basso 2,

19025 Fezzano (SP)

Contact person – Principal investigator (PI): Dott. Luca Cocchi

Email: [luca.cocchi@ingv.it](mailto:luca.cocchi@ingv.it)



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A handwritten signature in blue ink, located at the bottom right of the page.

## Exhibit 2

### “General condition for supplies and services”

#### Article II. 1 – Performance of the Agreement

- II.1.1 INGV shall perform the agreement to the highest professional standards;
- II.1.2 INGV shall be solely responsible for taking the necessary steps to obtain any permit or license required for performance of this FA under the law and regulation in force at the place where the task (see specification in the several Working Order “WO”) assigned has to be executed;
- II.1.3 INGV ensures that the personnel engaged for the activity of this FA possesses the professional qualifications and experience required for the execution of specific WO;
- II.1.4 INGV shall be solely responsible for its personnel who executes the Working Order (WO) assigned;
- II.1.5 In case of fail to execution or delay for specific WO, directly or indirectly related to INGV responsibility, INGV shall immediately record any issue and report them to FOSAE. INGV would ensure any possible action to resolve critical situation. INGV shall describe the problem, date on which is started and the remedial action taken to ensure a full compliance required by specific WO. In any case INGV is not obligated to refund FOSAE for fail of execution or delay in the W.O.

#### Article II. 2 Liabilities

- II.2.1 INGV shall be solely responsible for complying with any legal obligation incumbent on it;
- II.2.2 INGV is committed to full compliance with rules and regulations applicable in the country where the activities are performed concerning the minimum safety and health requirements if its personnel. INGV shall take out an insurance policy against risks and damage for the personnel involved in the activity required by this FA;
- II.2.3 FOSAE shall be held liable for injuring of INGV’s personnel during executing activities of a WO except in event of wilful misconduct or gross negligence on the part of INGV.

#### Article II. 3 Conflict of interest

- II.3.1 Is INGV responsibility to make sure all necessary measures to prevent any situation of conflict of interest. Such situation arises where the impartial and

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objective performance of the contract is compromised for reasons involving economic interest;

- II.3.2 Any situation constituting or leading to a conflict of interest during the performance of this FA shall be notified to or by FOSAE in writing without delay. INGV and FOSAE evaluate a common strategy and any gentleman approaches to rectify the situation.

#### **Articles II. 4 Confidentiality**

- II.4.1 FOSAE and INGV shall treat with high confidentiality any documentation and information, in any form, in writing or oral in relation of scope of work, purpose and technical specification and any activities required by W.O. Specific confidentiality condition shall be specified in the W.O.;
- II.4.2 INGV shall make sure to not use confidential information and documentations for any purpose other than fulfilling its obligation under the contract without any prior written agreement of FOSAE;
- II. 4.3 Specific regulation about level of protection (raw data, report and annexes) is defined by FOSAE. Otherwise INGV ensures the protection of the data and any confidential information in the same way it uses to protect its own confidential information;
- II.4.2 INGV's personnel involved in this FA and engaged in specific W.O should be informed and complied with the confidentiality obligations set out in Article II.4.1;

#### **Article II. 5 Subcontracting**

- II.5.1 INGV can subcontract to third part specific activities listed in W.O in order to full accomplish of W.O.. INGV shall not subcontract without prior written authorization from FOSAE nor cause the contract to be performed by third part;
- II.5.2 INGV shall make sure that the subcontractor does not affect rights and guarantees granted to FOSAE as stated in this FA.

#### **Article II. 6 Amendments**

- II.6.1 Any amendment to the FA shall be made in writing before fulfilment on any contractual obligation and in any case before the execution of any W.O.;
- II.6.2 FOSAE can make amendment requiring to INGV specific activities to response specific industrial need;
- II. 6.3 INGV can required amendment to FA including also the review of the price list (Exhibit 1, notably Article I.1.1). In any case any variation should be discussed by both parties and authorized as set out in Article II. 6.1;



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## **Article II. 7 Assignments**

- II.7.1 INGV shall not assign right including claims for payment without prior written authorization from FOSAE;
- II.7.2 As stated in Exhibit1, notably Article 3, FOSAE shall assign to INGV a working order specifying activities, required involved personnel, timing and working place (offshore, inshore and other). INGV can decline (by a written letter) the W.O.. At the end of W.O. activities, INGV shall claim for payment as stated in Exhibit 1, Article I.4.1.

## **Article II.8 Force Majeure**

- II.8.1 Force Majeure means any unforeseeable and exceptional situation or event beyond the parties control which prevent either of them from fulfilling any of their obligation under this FA, which is not attributed to error or negligence on their part including third part (subcontractors). Any default of service, defect of equipment, delay in working activity, unless they derive directly from a relevant case of "force Majeure", as well as labour disputes, financial difficulties, can not be invoked as force majeure;
- II.8.2 As a reference and without any limiting, are considered force majeure the following : wars , riots , fires , floods , earthquakes and other natural events of an exceptional nature, national strikes and unions , hindrances due to specific legislative measures , other impediments to equal severity independent of the will of the Parties and having all of the character of unpredictability;
- II.8.3 A party faced with force majeure shall communicate the exceptional situation in any form (oral and/or writing) to the other party without delay, stating the nature, likely duration and foreseeable effect;
- II.8.4 If INGV is not able to totally accomplish the activities of W.O. owing the force majors it shall have the right remuneration for the task effectively executed;
- II.8.5 The parties shall take all the necessary measures to limit any damage due to force majeure.

## **Article II. 9 Suspension of the Framework Agreement/Working Order**

- II.9.1 Suspension of the Framework Agreement by INGV

This agreement should be considered as a main framework where INGV is called by FOSAE on specific scientific topics as listed in Exhibit1 notably article 1.



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FOSAE engages INGV considering specific task called Working Order (W.O.) and INGV can accept and decline it. Once INGV has accepted the activity of W.O. it may suspend its activities in the following cases:

-force majeure: if the part is not able to operate and accomplish the said activities owing the case of force major. In this case the parties shall apply the regulation set out in Article II.8

-Supervening impossibility for INGV's personnel to protract the activities in case of particular Public Interest. As a reference and without any limiting, these cases can belong in occurrences like earthquake, volcanic eruption and natural disasters which can occur in Italy and which require the engaging of large amount of scientific personnel. On the base of these priorities, INGV can require to FOSAE the suspension of WO before its scheduled ending. INGV shall make sure to provide all necessary measures to avoid early suspension of W.O.. INGV shall invoice only the activities effectively accomplished.

## II. 9.2 Suspension by FOSAE

FOSAE may engage INGV at any time during the duration of this FA it is providing a W.O. following time and mode as explicated in Exhibit 1, namely Article I.3.3. Once FOSAE has engaged INGV for a specific W.O., FOSAE may suspend the performance of the contract or any part of thereof in the following cases:

- Early ending of the activities for whose INGV has been engaged. In this case INGV shall invoice the activities effectively accomplished;

- In order to verify whether presumed substantial errors, irregularities or fraud have actually occurred;

Suspension shall take effect on the day INGV receives formal notification. FOSAE shall give notice as soon as possible to INGV to resume the suspended services/activities or give information about termination of the contract (see Article II.10).

## Article II.10 Termination of the Framework Agreement

### II.10.1 Grounds for termination

This Framework Agreement can be terminated in the following cases:

- If a major modification on the legal, technical or financial status of INGV can affect the performance of the agreement and or call into question the decision to award the agreement;

- In the event of force majeure as specified in the Article II.6 or if the performance of the agreement has been suspended by INGV in accordance with Article II.9.1 where either resuming performance is impossible or the modifications to the agreement might call into question the decision awarding the agreement;

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- If FOSAE has evidenced and proved that INGV or its personnel able to take decision on its behalf have committed fraud, corruption or any professional misconduct capable to affect the relationship between the two parties;

- If INGV has evidenced and proved that FOSAE or its personnel able to take decision on its behalf have committed fraud, corruption or any professional misconduct capable to affect the relationship between the two parties;

- In case of specific needs of Public Interest, INGV can terminate this FA without any refunding and reimbursement to FOSAE. INGV shall send formal notification in written to FOSAE. INGV I shall make sure to conclude any activities already in force.

#### II.10.2 Procedure for termination

The Party that intends to terminate the effect of FA shall send a formal notification to the other party. The notification should describe the circumstance of the termination and in addition, it shall specify the date in which the termination takes effect.

#### II.10.3 Effects of Termination

In any case of termination of the performance of this FA, INGV shall invoice the activities performed and effectively accomplished before the date of termination. INGV shall have 90 day from the date on which termination takes effect to draw up documentation on support the activities already performed and produce an invoice if required.

### Article II.11 Payment

#### II.11.1 Date of Payment

Payment shall be provided by FOSAE within maximum 30 Days from the date of termination of the W.O. and delivery of the final report (see Exhibit I Article I.4. Exhibit1).

#### II.11.2 Currency

Payments shall be executed in Euros.

Conversion between the euro and other currency shall be made according to the daily rate exchange published in the Official Journal of the European Union, series C.

#### II.11.3 Interest on late payment

On expiry on the payment period (Article II.11.1.), INGV is entitled to interest on late payment considering a rate explicated by the European Central Bank (ECB reference rate) plus 8 points. The reference rate shall be the rate in force on the first day of the month in which the payment periods end.



Interest on late payment shall cover the period running from the day following the due date of payment up to the date the payment has been effectively done.

INGV shall claim the payment of interest if the late of payment will be up of 3 months. INGV shall invoice the amount due for late payment in a separate invoice or it can include this fee in a subsequently invoice related to other WO.

**Article II.12 Applicable law and settlement of disputes**

II.12.1. This Framework Agreement shall be governed by the governing law in accordance with German law and any dispute arising out or in connection with the FA not settled by the Parties themselves shall be referred to arbitration in Germany/Oldenburg to be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law.

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