



ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA

il Direttore

Gestione WEB

**Istituto Nazionale di Geofisica
e Vulcanologia**

AOO INGV

Protocollo Generale - U

N. 0008277

del 01/06/2018



Ai Direttori di Dipartimento
Ai Direttori di Sezione
Al Responsabile Centro Servizi – Ufficio per il Coordinamento
delle attività a Supporto della Ricerca
Al Direttore della Direzione Centrale Ragioneria e Bilancio
Al Dott. Salvatore STRAMONDO
Alla Dott.ssa Giorgiana DE FRANCESCHI
Alla Segreteria della Presidenza

Oggetto: Pubblicità atti

Si notifica in copia l'allegata Delibera n. 569/2018 del 14/05/2018 – Allegato A al Verbale n. 03/2018 concernente: Ratifica del contratto tra l'Istituto Nazionale di Geofisica e Vulcanologia e e-GEOS S.p.A.

TULLIO PEPE





Istituto Nazionale di Geofisica e Vulcanologia

Delibera n. 569/2018

Allegato A al verbale 03/2018

Oggetto: Ratifica del Contratto tra l'Istituto Nazionale di Geofisica e Vulcanologia e e-Geos S.p.A.

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** il Decreto legislativo 25 Novembre 2016, n. 218, recante "*Semplificazione delle attività degli Enti Pubblici di Ricerca ai sensi dell'art. 13 della Legge n. 124/2015*";
- **VISTO** lo Statuto dell'Istituto Nazionale di Geofisica e Vulcanologia approvato con delibera n. 424/2017 del Consiglio di Amministrazione, in data 15 settembre 2017 - pubblicato sulla Gazzetta Ufficiale della Repubblica Italiana - Serie Generale n. 27 del 02 febbraio 2018 in particolare l'art. 8 comma 6 lettera f) il quale prevede che il CdA*delibera la partecipazione a società, fondazione e consorzi, nonché la stipulazione di accordi con organismi nazionali, europei e internazionali*;
- **VISTO** il Regolamento di Organizzazione e Funzionamento dell'Istituto Nazionale di Geofisica e Vulcanologia emanato con Decreto del Presidente n. 503 del 14/10/2016 e pubblicato sul sito istituzionale;
- **VISTO** il Regolamento di Amministrazione, Contabilità e Finanza pubblicato sulla Gazzetta Ufficiale della Repubblica Italiana - Serie Generale n. 113 del 18 maggio 2009;
- **VALUTATA** l'opportunità di ratificare il Contratto tra l'Istituto Nazionale di Geofisica e Vulcanologia e e-Geos S.p.A., di cui al prot. n. 0006541 del 07/05/2018;
- **VERIFICATA** la necessità e l'urgenza di procedere, con la finalità di garantire il conseguimento dell'interesse pubblico nella ricerca scientifica;
- su proposta del Presidente

DELIBERA

la Ratifica del Contratto tra l'Istituto Nazionale di Geofisica e Vulcanologia e e-Geos S.p.A.

Il predetto Contratto è allegato alla presente Delibera, della quale costituisce parte integrante e sostanziale (all.1).

Letto, approvato e sottoscritto seduta stante.

Roma, 14/05/2018

La segretaria verbalizzante
(Avv. Maria Valeria INTINI)

IL PRESIDENTE
(Prof. Carlo DOGLIONI)

e-GEOS Contract No. 201820475

with

INGV

**L-Band SAR Applications and
Requirements Consolidation Study**

**Istituto Nazionale di Geofisica
e Vulcanologia
AOO INGV
Protocollo Generale - E
N. 0006541
del 07/05/2018**



SUBCONTRACT

Between:

e-GEOS S.p.A.,

(hereinafter called "the Prime" or "e-GEOS"),

whose Registered Office is at:

Località Terlecchie SNC,
75100 Matera
Italy

represented by its Chief Operating Officer, Mr
Bruno Versini

of the one part,

and:

INGV

Via di Vigna Murata, 605
00143 Roma
Italy

(hereinafter called "the Subcontractor"),

whose Registered Office is at:

INGV

Via di Vigna Murata, 605
00143 Roma
Italy

represented by its President Dott. Carlo Doglioni,



of the other part.

the following has been agreed between e-GEOS and the Subcontractor hereinafter also referred to individually as "Party" and collectively as the "Parties":



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ARTICLE 1 – SUBJECT OF THE CONTRACT: GENERAL TERMS OF EXECUTION

- 1.1. The Subcontractor undertakes to perform a study on the L-BAND SAR Application and Requirements Consolidation (all hereafter referred to as "the Work") and to deliver all the items listed in Article 2 of this Subcontract.
- 1.2. The Work shall be performed in accordance with the provisions stated in the following documents, listed in order of precedence in case of conflict:
 - a) The specific Articles of this Subcontract;
 - b) Appendix 1 hereto: the Agency's Statement of Work, reference EOP-SF/2016-11-1981, issue 1, revision 1, dated 08/02/2017;
 - c) The Contractors Proposal, reference CMM-PRO-17-029, issue 1, revision 0, dated 3/5/2017, not attached hereto but known to both Parties.

1.3 General Terms of Execution

- 1.3.1 The Subcontractor's own sales conditions shall not apply.
- 1.3.2 The language of this Contract and of all communications hereunder shall be English. The substantive Law according to which this Subcontract shall be construed is Italy.
- 1.3.3 The Parties shall use their best endeavours to amicably settle any dispute arising out of the Subcontract.

Failing an attempt towards an amicable settlement, all disputes shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or three arbitrators designated in conformity with such Rules. The Arbitration Tribunal shall sit in Rome, Italy. The Tribunal's award shall be final, binding on the Parties and no appeal shall lie against it. The enforcement of the award shall be governed by the rules of procedure in force in the state/country in which the award is to be executed.
- 1.3.4 The Subcontractor shall be fully responsible towards e-GEOS for the proper execution of the Work. Sub-contracts are expressly excluded.
- 1.3.5 Any publicity material prepared by the Subcontractor related to an activity performed by the Subcontractor in the context of this Subcontract shall acknowledge that the activity is/was carried out "under a programme of, and funded by, the European Space Agency". It shall display the ESA logo if e-GEOS so requires. It shall also carry a disclaimer stating that the view expressed in such publications can in no way be taken to reflect the official opinion of the European



Space Agency.

ARTICLE 2 - DELIVERY REQUIREMENTS: PLACE AND DATE OF DELIVERY

2.1 General

2.1.1 Delivery shall be considered as effected only when the relevant deliverable items are in e-GEOS's possession.

2.1.2 Should it seem likely that the originally specified delivery dates may be exceeded, the Subcontractor shall immediately notify e-GEOS in writing and provide a detailed justification for the delay.

2.1.3 No price adjustment in favour of the Subcontractor will be applicable for the period of delay in delivery.

No penalty to be deducted from the Subcontract price shall apply in case of late delivery;

Should e-GEOS conclude that the delays in delivery have impaired the intended objectives of the Work, the provisions of Article 5.5 below shall apply.

2.1.4 The Subcontractor shall be responsible for the appropriate marking, packing, package labelling, insurance, freight, carriage and delivery relative to all deliverable items due hereunder and shall bear any cost relative to all of the above. Deliverable items shall furthermore be packed to guard against loss, damage or deterioration during transport and delivery. If found damaged or defective upon delivery, e-GEOS reserves the right to return the affected items at the Subcontractor's expenses.

Should in the execution of this Sucontract a need arise to provide e-GEOS with information which is subject to export control laws and regulations, the Sucontractor shall be responsible to ensure in all cases that such information is passed on to e-GEOS in strict compliance with the provisions of such export control laws and regulations.

2.2 Acceptance and Rejection

The acceptance by e-GEOS of the deliverables shall be declared upon verification, by e-GEOS, that the Work has been performed in compliance with e-GEOS's requirements and that the required results have been achieved. The said deliverables shall be considered as accepted in the absence of an explicit reaction in respect to the same, by e-GEOS, within one (1) calendar month counting from the time of submission for acceptance. The provisions of Article 5.5 below



shall apply in this respect.

2.3 Deliverable Documents

The Subcontractor shall, during the performance of this Subcontract, deliver all documentation and reports specified in Appendix 1, in the format and quantities specified therein.

These shall be sent to e-GEOS's Technical Officer mentioned in Article 5.1, unless otherwise specified, in accordance with the following specific provisions:

- 2.3.1 The draft versions of the Final Report, Executive Summary Report and Brochure as defined in section 3 of Appendix 1 shall be submitted for approval, in electronic format, to e-GEOS's Technical Officer specified herein, not later than two (4) weeks before the final presentation.

The finalised versions thereof shall be issued not later than four (4) weeks after the approval of the draft versions, as specified in Appendix 1.

- 2.3.2 The Contract Closure Documentation (Appendix 1, Annex A) shall be delivered in one (1) signed set of documentation each, to e-GEOS's Authorised Representatives not later than the time of submitting the invoice for the Final Settlement (Article 4.1.3 here below).



ARTICLE 3 - PRICE

3.1 The total price of this Contract amounts to:

15,000 EURO,
(Fifteen thousand Euro),

The abovementioned price is hereby defined as a Firm Fixed Price and as such, it shall not be subject to any adjustment or revision by reason of the actual costs incurred by the Sucontractor in the performance of this Subcontract.

3.2 Any amount stated above does not include any added value taxes or import duties in the Member States of the Agency.

3.3 The price is stated as being "Delivery Duty Paid" (DDP) for all deliverables, exclusive of import duties and VAT in accordance with the Incoterms® 2010, to the addressees mentioned, or referred to, in Article 5 of this Subcontract. Reference to the Incoterms® in this provision is exclusively for the purpose of price definition. The price furthermore includes all costs relative to the Subcontractor's obligations under Article 2.1.4 above

ARTICLE 4 - PAYMENTS AND INVOICING

4.1 Payments

Payments shall be made within thirty (30) calendar days end of month of receipt at e-GEOS's office, Via Tiburtina, 965, 00156, Rome, Italy, of the required documents and fulfilment of the requirements specified in Articles 4.1.1 – 4.1.3 below. Only upon fulfilment of these requirements shall e-GEOS regard the invoice as due.

4.1.1 Progress Payments:

- Milestone Achievement Confirmation (MAC) (hereinafter referred to as "confirmation") with supporting documentation as necessary. The supporting documentation shall justify the actual achievement of the milestones as defined in the Payment Plan specified in Article 4.2 here below;
- and
- Invoice.

4.1.2 Final Settlement:

- Confirmation, with supporting documentation. The supporting



documentation shall justify the actual achievement of the milestones as defined in the Payment Plan specified in Article 4.2 here below;
and

- Invoice; and
- Delivery, and acceptance by e-GEOS, of all due items and fulfilment of all other obligations in accordance with the terms of this SubContract;
- Signed Contract Closure Documentation using the template provided in Appendix 1, Annex A.

Payments shall be made according to the provisions hereunder:

- 4.1.3 e-GEOS shall be responsible for approving or rejecting, within ten (10) calendar days of receipt, the relevant Subcontractor's invoices and related supporting documents (e.g. MACs, Cost Reports).

e-GEOS shall also be responsible for paying the accounts of its Subcontractors, for this Subcontract, in accordance with the applicable law and normal commercial practice.

The Agency and e-GEOS shall be afforded all the necessary visibility, whether remotely or by means of inspection of the Subcontractor's premises, in order to ascertain the progress of the Work prior to authorising the relevant payment.

- 4.1.4 If applicable, invoices shall separately show all due taxes and/or duties.

- 4.1.5 In the event that the achievement of a milestone is delayed but the milestone is partially met at the milestone planning date foreseen, e-GEOS may as an exception, effect a payment against an approved confirmation of the partially achieved milestone, not exceeding the value of the Work performed at the date of payment.

- 4.1.6 All invoices shall be submitted to e-GEOS in electronic form through e-mail to fornitori@e-geos.it.

The Subcontractor undertakes to complete invoices and confirmations, and to strictly adhere to the instructions (including those for billing taxes and duties, where applicable) reported below:

Invoices submitted by the Contractor, which are free of VAT due to the applicable national law, shall make reference to the relevant piece of national legislation as shown below:

for Italy: Law Nr. 358 of 9/6/1977 – Gazzetta Ufficiale Numero 184 of



7/7/1977;

- 4.1.7 Payments shall be made by the Agency in EURO to the account specified by the Contractor. Such account information shall clearly indicate the IBAN (International Bank Account Number) and BIC/SWIFT (Bank Identification Code). The Parties agree that payments shall be considered as effected by the Agency on time if the Agency's orders of payment reach the Agency's bank within the payment period stipulated in Article 4.1 above.
- 4.1.8 Any special charges related to the execution of payments shall be borne by e-GEOS.



4.2 The following payment plan is agreed for this Contract:

Milestone (MS) Description	Schedule Date	Payments from e-GEOS to Subcontractor (in Euro)	Country (ISO code)
Progress (MS-1): Upon acceptance of the Technical Note concluding Task 2	April 2018	4,500	IT
Progress (MS-2): Upon successful MTR acceptance of all related deliverable items.	September 2018	6,000	
Final Settlement (MS-3): Upon the Agency's acceptance of all deliverable items due under the Contract and the Contractor's fulfilment of all other contractual obligations including submission of the Contract Closure Documentation.	February 2019	4,500	
TOTAL		15,000	



ARTICLE 5 - SPECIFIC PROVISIONS

5.1 Approval / Representatives of the Parties during Subcontract Execution

e-GEOS's representatives are:

- Technical Officer: Mr Andrea Bucarelli for technical matters, or a person duly authorised by him;
- Contracts Officer: Mr Arnaldo Ribera for contractual or administrative matters, or a person duly authorised by him.

5.1.1 All correspondence for e-GEOS shall be addressed as follows:

e-GEOS S.p.A.
Via Tiburtina, 695
00156 Rome
Italy

a) for technical matters as follows:

	To:	With copy to:
Name	Mr Andrea Bucarelli	Mr Alessandro Flamini
Telephone No.	+39 06 4079 3885	+39 06 4079 3518
Fax No.	+39 06 4099 8053	+39 06 4099 9927
E-mail Address	andrea.bucarelli@e-geos.it	alessandro.flamini@e-geos.it

b) for contractual and administrative matters (with the exception of invoices as mentioned in 4.1 above) as follows:

	To:	With copy to:
Name	Mr Giuseppe De Nicola	Mr Andrea Bucarelli
Telephone No.	+39 06 4079 5919	+39 06 4079 3885
Fax No.	+39 06 4099 9172	+39 06 4099 8053
E-mail Address	giuseppe.denicola@e-geos.it	andrea.bucarelli@e-geos.it



5.1.2 Subcontractors Representatives:

All correspondence for the Subcontractor shall be addressed as follows:

INGV

Via di Vigna Murata, 605
00143 Roma
Italy

a) for technical matters as follows:

	To:	With copy to:
Name	Salvatore Stramondo	Giorgiana De Franceschi
Telephone No.	+39 06 51860521	+ 39 06 51860307
Fax No.	+39 06 51860541	+ 39 06 51860397
E-mail Address	salvatore.stramondo@ingv.it	giorgiana.defranceschi@ingv.it

b) for contractual and administrative matters as follows:

	To:	With copy to:
Name	Antonio Bianchi	Isabella Malacchini
Telephone No.	+39 06 51060527	+39 06 51060622
Fax No.	+39 06 5041181	+39 06 5041181
E-mail Address	antonio.bianchi@ingv.it	isabella.malacchini@ingv.it

5.1.3 Communications related to the Subcontract affecting its terms and conditions shall only bind the Parties, if signed by e-GEOS's and the Subcontractor's duly Authorised Representatives.

5.2 Infringement of the Law – Infringement of third party rights

5.2.1 E-GEOS shall not be responsible if the Subcontractor infringes the laws or statutes of his country or of any other country whatsoever.

5.2.2 In the event of a reasonable suspicion of infringement of any patent rights and other Intellectual Property Rights of third parties, the Work being performed under this Subcontract shall be stopped immediately. Assessment of the suspicion shall be performed by the Subcontractor and if confirmed, both Parties shall agree on a new approach to achieve the objectives of this Subcontract, either by obtaining the applicable licence(s) from third party(ies) by the Subcontractor and/or by signing a Subcontract Change Notice (CCN) agreed upon between both Parties, in order to avoid the infringement. The purpose of the CCN shall be either to restart the Work, if plausible due under the changed circumstances; or to terminate the Subcontract, in accordance with Article 5.5.3 hereunder, if the infringement cannot be avoided.



Notwithstanding the above, the Subcontractor shall indemnify e-GEOS from and against all claims, proceedings, damages, costs and expenses arising from infringement or alleged infringement of any patent rights and other Intellectual Property Rights of third parties with respect to the Work under this Subcontract. This obligation does not extend to infringements resulting from the use of documents, patterns, drawings or items supplied by e-GEOS or from a modification or combination of the deliverables due hereunder made by e-GEOS after their acceptance.

5.3 Liabilities

5.3.1 Claims between the Parties in respect of damages to staff and goods occurring during the execution of the Subcontract shall be settled in the following manner:

5.3.1.1 Claims for injuries, including death, sustained by the Parties representatives or employees (staff) by virtue of their involvement in the Subcontract shall be settled in accordance with the Law governing the Subcontract.

5.3.1.2 Claims for damage caused by one of the Parties to goods owned by the other Party shall be settled in accordance with the Law governing the Subcontract. The liability of either Party for damage to goods owned by the other Party, except in cases of gross negligence or wilful misconduct, shall however not exceed the amount which is quoted in the Subcontract as the total Subcontract price.

5.3.2 Except in case of gross negligence and wilful misconduct, the Parties shall not be liable towards each other for consequential damages sustained by the Parties, arising from and during the execution of the Subcontract. For the sake of clarity and as an example, consequential damages include, but are not limited to: loss of Subcontract, income or revenue; loss of profit or interests; loss of financing; loss of customer; loss of availability and use of facilities; loss of availability and use of employees' productivity or loss of services of such persons; loss of opportunity; loss of rental expenses.

5.4 Items made available by e-GEOS

It is not foreseen that e-GEOS will make any items available to the Subcontractor.

5.5 E-GEOS's Rights in Case of Subcontractor's Under-Performance

5.5.1.1 Should any of the results of the Work fail to meet the agreed requirements and/or specifications, e-GEOS reserves the right to reject such results and require their resubmission following an iteration of the relevant work by the Subcontractor at no additional charge.



- 5.5.1.2 Should any of the results of the Work fail to meet any of the agreed requirements and/or specifications to such an extent as to seriously jeopardise the performance of this Subcontract and/or to defeat its objectives, e-GEOS reserves the right to terminate this Subcontract.
- 5.5.2 Should the Subcontractor fail to obtain an export authorisation from the competent national authority, e-GEOS shall have the right to terminate this Subcontract without further notice.
- 5.5.3 Termination of this Subcontract as specified above shall entail no compensation being due to the Subcontractor other than the amounts corresponding to the Milestone Payments already made hereunder at the time of serving of the termination notice. Any amounts corresponding to Advance Payments not entirely offset hereunder shall remain payable to e-GEOS.
- 5.6 Changes to this Subcontract
- 5.6.1 E-GEOS reserves the right at any time to request a change to the requirements covered by this Subcontract. E-GEOS may also accept changes proposed by the Subcontractor. The requesting Party shall communicate all change requests to the other Party in writing through the Parties' Representatives indicated in Article 5.1 above.
- 5.6.2 The cost impact relative to any change resulting from a request, by e-GEOS, to modify the requirements covered by this Subcontract shall be borne by e-GEOS. The Subcontractor shall be responsible for the consequences and shall bear the cost of any other change.
- 5.6.3 When responding to a change request issued by e-GEOS or as a means to propose changes to e-GEOS, the Subcontractor shall submit a committing change proposal including a detailed quotation of the effects of the change on the contractual work, price, schedule, deliverable items and any other contractual terms and conditions.
- 5.6.4 Upon evaluation and acceptance by e-GEOS of a change proposal, any amendment to this Subcontract shall be introduced in the form of a Subcontract Change Notice (CCN form attached hereto in Appendix 2). In case of rejection, e-GEOS shall inform the Subcontractor accordingly, together with the reasons for the rejection.



ARTICLE 6 - INTELLECTUAL PROPERTY RIGHTS

6.1 Information to be provided by the Subcontractor – Protection of information

6.1.1 Information, data, reports and results arising from Work performed under this Subcontract shall be delivered to e-GEOS. e-GEOS shall have the right to make such information, data, reports and results available to ESA Member States participating in the Programme through which this Subcontract is funded ("ESA Participating States") and any persons and bodies under their jurisdiction, to use on the terms set forth in the following clauses.

6.1.2 For the purpose of this Subcontract "Proprietary Sensitive Information" shall mean information corresponding to Intellectual Property Rights vesting in an entity, the uncontrolled dissemination of which is likely to impair the entity's long-term ability to use and exploit the said Intellectual Property Rights and/or to maintain a competitive advantage.

The Subcontractor shall not mark any (electronic) documentation as Proprietary Sensitive Information, unless agreed in advance with e-GEOS. Any request from the Subcontractor shall be submitted in writing accompanied by an appropriate justification.

6.1.3 Neither Party shall disclose any documentation obtained from the other Party, and which both Parties recognise as being Proprietary Sensitive Information without the other Party's previous written authorisation. Without prejudice to the foregoing and limited to the purpose and scope of this Subcontract, both Parties may circulate such documentation to their employees or collaborators that require the said documentation for the sole purpose of complying with, or inspecting the progress of, this Subcontract.

6.1.4 The obligations provided in Articles 6.1.2 and 6.1.3 shall not apply to (electronic) documentation:

- which at the time of circulation has already entered in public domain or which after circulation enter in public domain other than through a breach of the Subcontract;
- which at the time of circulation is already known by the receiving party and is not hindered by any obligation not to circulate;
- which is later acquired by the receiving party from another source and is not hindered by any obligation not to circulate;
- which is required to be circulated by law or order of a court of competent jurisdiction.



6.2 Ownership and Use of Intellectual Property Rights

6.2.1 Ownership of Intellectual Property Rights

The Subcontractor shall own all Intellectual Property Rights and have the right to apply for, and to own, any registered Intellectual Property Rights arising from Work performed under this Subcontract. He shall as soon as possible report to e-GEOS any results arising from such a Work which may in his opinion be protected as registered Intellectual Property Rights and state whether he intends to apply for such protection. At the Subcontractor's specific request in order to allow for filing of patent applications e-GEOS shall not disclose any relevant information and results for a period of twelve (12) months from the date it was reported to e-GEOS.

The Subcontractor shall subsequently inform e-GEOS of any application to register such results arising from Work performed under this Subcontract and within two (2) months of the date of filing, provide e-GEOS with all details on that application. e-GEOS shall have an irrevocable right to use the information used in that application, for its own requirements on the terms set out in Article 6.2.2 below but, unless agreed otherwise with the Subcontractor, e-GEOS shall not disclose such information until publication of the registration application.

6.2.2 Use of Intellectual Property Rights

All Intellectual Property Rights arising from Work performed under the Subcontract shall be available to:

- a) ESA and e-GEOS, to use on a free of charge, worldwide licence, with the right to disseminate and/or to grant sub-licences, for the Agency's own requirements.

For the avoidance of doubt, the term "use" for the purposes of software and/or hardware (design) shall include, but not be limited to, use to operate, integrate, validate, maintain, modify and upgrade items developed under the Subcontract. In view of the objectives of this activity, ESA and e-GEOS explicitly reserves the right to widely disseminate any output of the activity, partial or otherwise, both during the execution of this Subcontract or after its end, without any restriction.

- b) ESA Participating States and any persons and bodies under their jurisdiction, to use on a free of charge, worldwide licence without the right to grant sub-licences, for the purpose of participating to activities of ESA.
- c) ESA Participating States as well as any persons and bodies under their jurisdiction, to use on "favourable conditions" (i.e. more favourable for the purchaser than market conditions but still allowing reasonable profit for the seller) for own public requirements of such States.



- d) Academic and research institutions within the ESA Participating States to use on a free licence without the right to grant sub-licences, for their own scientific research purposes, excluding commercial purposes and providing the Subcontractor agrees such use is not contrary to its legitimate commercial interests.

6.3 Background Intellectual Property

6.3.1 Background Intellectual Property - Definition

For the purpose of this Subcontract, "Background Intellectual Property" means all Intellectual Property, belonging to the Subcontractor or to a third party, which:

- a) has not been generated under contract with ESA either prior to or during execution of this Subcontract, and
- b) is relevant to the work carried out under this Subcontract, and
- c) the Subcontractor uses to achieve the objectives of this Subcontract, and
- d) is delivered to ESA to enable it to use, operate, copy, distribute and sub-license the deliverable items due under this Subcontract as specified in ESA's requirements, and
- e) is duly identified as such in this Subcontract.

Conversely, "Foreground Intellectual Property" means all Intellectual Property generated through work carried out under, or directly or indirectly funded through, this Subcontract.

6.3.2 Use of Background Intellectual Property

In view of the above definition and of the objectives of the activity covered by this Subcontract it is explicitly agreed that the Subcontractor will not use Background Intellectual Property to achieve such objectives.

Nevertheless should the Subcontractor unilaterally decide to use existing Intellectual Property to achieve the objectives of this Subcontract, all results of this Subcontract (or any part thereof) shall be deemed and treated as Foreground Intellectual Property not containing any Background Intellectual Property. The Subcontractor shall grant to ESA and e-GEOS, and/or ensure that ESA and e-GEOS be granted, all the necessary rights in this respect.

The Subcontractor has confirmed that all results of this Subcontract (or any part thereof) shall be deemed and treated as not containing any Background Intellectual Property.

Nevertheless should the Subcontractor unilaterally decide to use existing Intellectual Property to achieve the objectives of this Subcontract, all results of this Subcontract (or any part thereof) shall be deemed and treated as Foreground Intellectual Property not containing any Background Intellectual Property. The Subcontractor shall grant to ESA and e-GEOS, and/or ensure that ESA and e-GEOS be granted, all the necessary rights in this respect.



6.4 The free licences provided on Intellectual Property arising from Work performed under this Subcontract and/or Background Intellectual Property indicated in 6.3 for the benefit of ESA and e-GEOS shall be deemed granted through signature of the present Subcontract and without the need to implement a separate licence.

6.5 Transfer outside the ESA Member States

Any transfer of Intellectual Property Rights or any product, process, application or result arising from work performed under the Subcontract by the Subcontractor to any entity in a non-Member State or any international organisation shall comply with all applicable laws including all export control laws, regulations, rules and procedures and any relevant international agreements relating to the export of goods and services.



Done in two (2) originals, one for each Party to this Contract,

In: Rome, Italy

In: Rome, Italy

On: 02/05/2018

On: 16 APR. 2018

For e-GEOS S.p.A

For INGV

e-geos spa
AN ASI/TELESPAZIO COMPANY
B. Versini
Chief Operating Officer
B. Versini
Chief Operating Officer

IST.NAZ. DI GEOFISICA E VULCANOLOGIA
IL PRESIDENTE
(Prof. Carlo DOGLIONI)
Prof. Carlo Doglioni
President of INGV



SPECIFIC APPROVAL

The Subcontractor certifies that he specifically approves the following conditions expressed herein:

- Art. 1.3.4: Sub-contracts
- Art. 5.2: Infringement of the Law - Infringement of third party rights
- Art. 5.3.1: Damage to Staff and Goods
- Art. 5.3.2: Liability for Consequential Damages during the Execution of the Subcontract
- Art. 5.5: e-GEOS's Rights in case of Subcontractor's Under-Performance

On behalf of the Subcontractor,

on this day

APPENDIX 1

**STATEMENT OF WORK, ref. EOP-SF/2016-11-1981, issue 1, rev. 1, dated
08/02/2017**



APPENDIX 2

SUBCONTRACT CHANGE NOTICE

For submission of a change, the Subcontractor shall submit his proposal in the format of a CCN using the cover page included below. The form shall be filled with the following information as a minimum:

- The Subcontractor's name and the Subcontract number
- The title of the area affected by the change (Work Package reference, new work, etc.)
- The name of the initiator of the change (Subcontractor or e-GEOS)
- The description of the change (including Work Package Descriptions, Work Breakdown Structure, etc.)
- The reason for the change
- The price breakdown in €, if any (breakdown by company, Phase, etc., including PSS-A2 and PSS-A8 forms)
- The Milestone Payment Plan for the CCN if any
- Effect on other Subcontract provisions
- Start of work - end of work (including contractual delivery dates and overall planning, milestones, etc.)
- A CCN Form, as per the format below, signed by the Subcontractor's representatives.

The Subcontractor shall, on request of e-GEOS, provide additional documentary evidence. At the request of either Party, the proposed change may be discussed at a Change Review Board, consisting of both the Contracts Officer and the Technical Officer of each Party.



	DIRECTORATE:	Contractor:
		Contract No.: 4000121573/17/NL/CT
CONTRACT CHANGE NOTICE No.		DATE:
TITLE OF AREA AFFECTED (WORK PACKAGE ETC):	WP REF:	
	INITIATOR OF CHANGE:	
DESCRIPTION OF CHANGE		
REASON FOR CHANGE		
PRICE BREAKDOWN (Currency)/PRICE-LEVEL		
EFFECT ON OTHER CONTRACT PROVISIONS		START OF WORK
		END OF WORK
CONTRACTOR'S PROJECT MANAGER:	CONTRACTOR'S CONTRACTS OFFICER:	
DATE:	DATE:	
[DISPOSITION RECORD OR OTHER AGREED CONDITION RECORDED WITH THE CCN APPROVAL]		
ESA TECHNICAL OFFICER:	ESA CONTRACTS OFFICER:	
DATE:	DATE:	

