This project has received funding from the European Union's Horizon 2020
research and innovation programme under grant agreement No 776838

POSIDON
POLLUTED SITE DECONTAMINATION PCP

ANNEX 1

FRAMEWORK AGREEMENT

CODICE CIG N. 7750344A30

Table of Contents

PREAMBLE 4

Article 1 — Subject and scope of the agreement 8

Article 2 – Conditions for the execution of activities 9

Article 3 — Duration and effectiveness 10

Article 4 — R&D services to be provided 11

Article 5 — Duties of the Parties 11

Article 6 — Warranties and representations 13

Article 7 — Monitoring and Evaluation activities 13

Article 8 — End of Phase reporting 14

Article 9 — Succession of Phase I, Phase II and Phase III of the Project 14

Article 10 — Pricing, payment and accounting 18

Article 11 - Sharing of IPR-related risks and benefits under market conditions 20

Article 12 — Confidentiality 20

Article 13 — Promotion, publicity and communication 21

Article 14 — Conflicts of interest 23

Article 15 — Ethics and research integrity 24

Article 16 — Security-related obligations 25

Article 17 — Civil liability and insurance coverage 25

Article 18 — Processing of personal data 25

Article 19 — Obligation to provide information and keep records 26

Article 20 — EU checks, reviews, audits and investigations 27

Article 21 — EU impact evaluation 27

Article 22 — Breach of contract. Termination. Liability for damages 27

Article 23 — Participation of preferred partners and third parties providing in-kind contributions to the PCP 30

Article 24 — Amendments 30

Article 25 – Subcontracting, transfer and assignments 30

Article 26 — Interpretation 30
Article 27 — Applicable law and dispute settlement 31
Article 28 — Entry into force 31
Article 29 — Contract fees 31
Article 30 — Legality protocol 32
SIGNATURES 32

Applicable laws and regulations

Main Italian public procurement laws and public contracts laws:

- Legislative Decree (D.Lgs.) n. 50/2016 e s.m.i. *Codice dei contratti pubblici*
- Legislative Decree (D.Lgs.) n. 159/2011 e s.m.i. *Codice Unico Antimafia*
- Law (Legge) n. 190/2012 e s.m.i. *Disposizioni per la prevenzione e la repressione della corruzione e dell'illegalità nella pubblica amministrazione*
- Legislative Decree (D.Lgs.) n.231/2001 e s.m.i. *Disciplina della responsabilità amministrativa delle persone giuridiche, delle società e delle associazioni anche prive di personalità giuridica*
- Italian Civil Code - Royal Decree (R.D.) n. 262/1942 *Codice civile*
- Italian Penal Code - Royal Decree (R.D.) n. 1398/1930 *Codice penale*
- Italian Code of Civil Procedure - Royal Decree (R.D.) n. 1443/1940 *Codice di Procedura Civile*
- Legislative Decree (D.Lgs.) n.196/2003 e s.m.i. *Codice in materia di protezione dei dati personali*
- Decree of The President of the Italian Republic (D.P.R.) n. 131/1986 e s.m.i. *Testo unico delle disposizioni concernenti l'imposta di registro*
- Decree of The President of the Italian Republic (D.P.R.) n. 642/1972 e s.m.i. *Disciplina dell'imposta di bollo*

Main Italian Environmental laws and guidelines

- Decree Law (D.Lgs.) 152/2006 e s.m.i. *Norme in materia ambientale* (see in particular *Parte Quarta: Norme in materia di gestione dei rifiuti e di bonifica dei siti inquinati*)
- Decree of Environmental Ministry (D.M.) 5.2.1998 *Individuazione dei rifiuti non pericolosi sottoposti alle procedure semplificate di recupero ai sensi degli articoli 31 e 33 del decreto legislativo 5 febbraio 1997, n. 22*
- Decree of Environmental Ministry (D.M.) 186/2006 *Regolamento recante modifiche al decreto ministeriale 5 febbraio 1998 «Individuazione dei rifiuti non pericolosi sottoposti alle procedure semplificate di recupero, ai sensi degli articoli 31 e 33 del decreto legislativo 5 febbraio 1997, n. 22»*
- Decree of The President of the Italian Republic (D.P.R.) 13 giugno 2017, n. 120 *Regolamento recante la disciplina semplificata della gestione delle terre e rocce da scavo*
- Decree of Environmental Ministry (D.M.) 27 settembre 2010 *Criteri di ammissibilità dei rifiuti in discarica* as modified by the Decree of Environmental Ministry (D.M.) 24 giugno 2015
- ARPA FVG (ENVIRONMENTAL PROTECTION AGENCY OF FRIULI VENEZIA GIULIA REGION) *Linee guida campionamento di terre da scavo nei piccoli cantieri* 20/12/2017 http://www.arpa.fvg.it/export/sites/default/tema/rifiuti/dati_ambientali/allegati-terre-rocce/Campionamento-terre-e-rocce-scavo-piccoli-cantieri.pdf
- ISTITUTO SUPERIORE PER LA PROTEZIONE E LA RICERCA AMBIENTALE (ISPRA) *Manuale per le indagini ambientali nei siti contaminati* http://www.isprambiente.gov.it/it/pubblicazioni/manuali-e-linee-guida/manuale-per-le-indagini-ambientali-nei-siti
- ISTITUTO SUPERIORE PER LA PROTEZIONE E LA RICERCA AMBIENTALE (ISPRA) *Criteri tecnici per stabilire quando il trattamento non e' necessario ai fini dello smaltimento dei rifiuti in discarica ai sensi dell'art. 48 della L.28 Dicembre 2015 n.221* *http://www.isprambiente.gov.it/it/pubblicazioni/manuali-e-linee-guida/criteri-tecnici-per-stabilire-quando-il-trattamento-non-e2019-necessario-ai-fini-dello-smaltimento-dei-rifiuti-in-discarica-ai-sensi-dell2019art.-48-della-l.28-dicembre-2015-n.221*

Italian Work health and safety law

- Decree Law (D.Lgs.) 81/2008 *Testo Unico sulla Sicurezza sul Lavoro*

Main Spanish environmental laws

- Ley 22/2011, de 28 de julio, de residuos y suelos contaminados.
- Ley 5/2013, de 11 de junio, por la que se modifican la Ley 16/2002, de 1 de julio, de prevención y control integrados de la contaminación y la Ley 22/2011, de 28 de julio, de residuos y suelos contaminados.
- Real Decreto 9/2005, de 14 de enero, por el que se establece la relación de actividades

potenvialmente contaminantes del suelo y lños criterios y estándares para la declaración de suelos contaminados.
- Real Decreto 1481/2001, de 27 de diciembre, por el que se regula la eliminación de residuos mediante depósito en vertedero,
- Orden AAA/661/2013, de 18 de abril, por la que se modifican los anexos I, II y III del Real Decreto 1481/2001, de 27 de diciembre, por el que se regula la eliminación de residuos mediante depósito en vertedero
- REGLAMENTO (UE) No 1357/2014 DE LA COMISIÓN de 18 de diciembre de 2014 por el que se sustituye el anexo 111 de la Directiva 2008/98/CE del Parlamento Europeo y del Consejo, sobre los residuos y por la que se derogan determinadas Directivas.

Main Basque environmental laws and guidelines
- Ley 3/1998, de 27 de febrero, general de protección del medio ambiente del País Vasco.
- Ley 4/2015, de 25 de junio, para la prevención y corrección de la contaminación del suelo
- Decreto 165/2008, de inventario de suelos que soportan o han soportado actividades o instalaciones potencialmente contaminantes del suelo.
- Decreto 49/2.009, de 27 de febrero, por el que se regula la eliminación de residuos mediante depósito en vertedero y la ejecución de los rellenos.
- Decreto 199/2.006, de 10 de Octubre, por el que se establece el sistema de acreditación de entidades de investigación y recuperación de la calidad del suelo y se determina el contenido y alcance de las investigaciones de la calidad del suelo a realizar por dichas entidades.
- Guías Metodológicas para la Investigación de la Contaminación del Suelo publicadas por IHOBE, S.A. En lo relativo a las excavaciones, es de aplicación la Guía de excavaciones selectivas en el ámbito de los suelos contaminados publicada por IHOBE, S.A. (2.015).

Spanish work health and safety law
- Ley 31/19995, de 8 de noviembre, de prevención de riesgos laborales

Main Belgian environmental laws
- March 1, 2018. - Decree on Soil Management and Soil Remediation
- June 14, 2001 - Order of the Walloon Government favoring the recovery of certain waste (the excavated land comes out of this legislation 1/11/19)
- July 5, 2018 - Order of the Walloon Government on land management and traceability (application 1/11/19)

Belgian Work health and safety law
- Royal Decree of 25 January 2001 concerning temporary or mobile worksites (M.B. 7.2.2001)
- Act of 4 August 1996 on the welfare of workers in the performance of their work (M.B. 18.9.1996)
- Code of well-being at work - entered into force on 12/06/2017
- Royal Decree of 19 January 2005 - Royal Decree on the Protection of Workers against Tobacco Smoke
- Royal Defense of 16 March 2006 on risks related to exposure to asbestos.

PREAMBLE

This is a framework agreement ("Agreement" or "Framework Agreement") between the following parties:

On the one part,
The "Lead Procurer", Autorità di Sistema Portuale del Mare Adriatico Orientale, via Karl Ludwig von Bruck n. 3, 34144 Trieste, Italy hereinafter referred to also as "ADSP MAO"
Acting in the name and on behalf of the other procurers in the buyers group (together with the lead procurer: "POSIDON Procurers"):

- Ayuntamiento de Bilbao, Spain
- Centro de Estudios Ambientales Ayuntamiento de Vitoria-Gasteiz, Spain
- Spaque S.A., Belgium
- Baja do Tejio S.A., Portugal

Hereinafter individually referred to as "POSIDON Procurer" and collectively as "POSIDON Procurers",

And on the other hand,
The "Contractor", [insert details of the contractor],
..... With headquarters in ..... Via ..... Fiscal Code and VAT number n. ..... (hereafter referred to as " ..... ") headed by its ....., born in ..... On .....

***[OPTION for joint tenders**: acting in the name and on behalf of the other members of group of tenderers:*
1. ..... With headquarters in ..... Via ..... Fiscal Code and VAT number n. ..... (hereafter referred to as " ..... ") headed by its ....., born in ..... On ..... [insert the details of the members of the group of tenderers]
2. ..... With headquarters in ..... Via ..... Fiscal Code and VAT number n. ..... (hereafter referred to as " ..... ") headed by its ....., born in ..... On ..... [insert the details of the members of the group of tenderers]
3. .....

*The members of the group of tenderers are hereafter collectively referred to as "the Contractor" and will be jointly and severally liable vis-à-vis the Lead Procurer for the performance of this Framework Agreement and the Specific Phase Contracts.**]***

The Lead Procurer, POSIDON Procurers and the Contractor(s) shall be referred to together as "Parties" and individually as "Party", unless otherwise specified.

By signing this Agreement the Parties agree to implement the POSIDON Pre-commercial Procurement Project in accordance with the Agreement and all the obligations it sets out.

WHEREAS:

1. The POSIDON Procurers have entered into the Grant Agreement with the European Union, No. 776838 ("Grant Agreement") whereby the European Union has awarded the POSIDON Procurers the grant for the action entitled 'PCP — POSIDON' (hereinafter referred to as "POSIDON PCP Project"), as set out in annex 1 to the Grant Agreement (hereinafter referred to as "POSIDON PCP Project"), as set out in annex 1 to the Grant Agreement.

2. The POSIDON Buyers Group and other Partners (Area Science Park, Fundacion Tecnalia Research & Innovation, Sociedad Publica Gestion Ambiental IHOBE S.A., Moragues and Scade Abogados S.A. and Sara Bedin) signed a Consortium Agreement, in order to specify the relationship among them, the management of the POSIDON PCP Project and the rights and obligations of the Parties and, furthermore, to specify or supplement binding commitments among themselves in addition to the provisions of the Grant Agreement.

3. The scope of the POSIDON PCP is to develop a soil (and potentially groundwater) remediation new, cost-effective technology, preferred as in-situ (and potentially on-site), to be capable of decontaminating both organic and inorganic contaminants in heterogeneous anthropic soils in brownfield, composed by a mixture of industrial wastes (like filling soils, construction & demolition wastes, slags, and ashes polluted by petroleum hydrocarbons and lead and arsenic) and soils consisting of clays and sands, mainly polluted by heavy fractions of petroleum hydrocarbons, pahs and lead, and eventually also the arsenic contaminant if present, as more detailed provided in the PCP Call for Proposals.

4. In order to simplify and uniform the implementation (i.e. Equal treatment and conditions for the economic operators) the Consortium has voted for the Lead Procurer model, which foresees the assignment of the duty to launch the tender to a single contracting authority.

5. The Port Network Authority of the Eastern Adriatic Sea –Trieste (ADSP MAO) has been selected by the other Procurers in the POSIDON Buyers' Group as the Lead Procurer that will act in its own name and on behalf of the other procurers in the POSIDON Buyers Group, by publishing a single contract notice and entering into (a) framework agreement(s) and/or (a) procurement contract(s) with the selected Contractor(s).

6. The technical aspects and standards defined by the project, the evaluation of the technologies developed and the overall process of innovation will be managed in a coordinated manner by the Lead Procurer and the other Procurers in the POSIDON Buyers' Group.

7. The Lead Procurer nominated by the POSIDON Procurers, in accordance with the public procurement principles governing the selection of the Contractor, proceeded with the selection of Contractors through a European Joint Pre-Commercial Procurement procedure, initiated on […] by the publication of the Contract Notice for the implementation of the action aforementioned – Tender Number […]".

8. The Contractor has submitted an offer for the implementation of the POSIDON PCP Project on the development of a solution for soil remediation, in line with the provisions of the PCP Call for Proposals], and has subsequently qualified for the awarding of a

contract for Phase 1 (one) of the above mentioned procedure and consequently, has expressly manifested his/her will to undertake to provide the subject matter of this Framework Agreement, at terms and conditions set forth below.

The Lead Procurer will make use of the Contractor's specialist expertise, which will use professional resources with the knowledge and experience necessary to implement the activities set forth in this Framework Agreement.

9. The Contractor declares that the "Contract Notice" for the realization of the POSIDON PCP Project, the "PCP Call for Tenders", all the declarations submitted in accordance with the templates provided by the Annexes to the PCP Call for Proposals, the "Framework Agreement model", the "Technical Specifications and field testing sites description", the "Technical Tender Form" and the "Template for Economic Offer Form" contents and the specific annexes and/or additional documentation, define adequately and completely the objectives of the POSIDON PCP Project and the scope of the R&D Services to be provided. Moreover, the Contractor declares that, in any case, was able to understand all elements of the documents mentioned here, for a suitable technical and economic evaluation of them and for the formulation of an offer.

10. The POSIDON PCP Project is divided into three R&D Phases, consisting respectively, in the following order, in:
    a) **Phase I**: Original solution exploration and design, based on a feasibility study;
    b) **Phase II**: Prototyping;
    c) **Phase III**: Original development of test series and field testing in 2 sites.

11. This preamble, the deeds and documents mentioned in the same preamble and in the remainder of this Framework Agreement, including the "Contract Notice" for the implementation of the POSIDON PCP Project, the "PCP Call for Tenders", the "Technical Specifications and field testing sites description", and the documents attached to the same or complementary are integral and essential part of the Framework Agreement. The document "Technical Offer" and the document "Economic Offer", as submitted by the Contractor, also constitute an integral and substantial part of this Framework Agreement.

12. By signing this Framework Agreement the Parties agree to implement the POSIDON PCP Project in accordance with the Grant Agreement and all the obligations it sets out.

Now therefore, between the Parties, as above represented,

IT IS AGREED AS FOLLOWS:

Article 1 — Subject and scope of the agreement

1.1. This Framework Agreement defines the general terms and conditions for the implementation of the POSIDON PCP Project of R&D services set out in Article 4 and for the Specific Phase Contracts that will be awarded for each of the 3 PCP phases.

1.2. The Contractor irrevocably undertakes towards the Lead Procurer to carry out the activities referred to in the PCP Call for Proposals, the document entitled "Technical Specifications and field testing sites description", in the document "Technical Offer" and in the document "Economic Offer" and to comply with all obligations incumbent thereupon under this agreement and any awarded Phase contracts.

1.3. Through this "Framework Agreement" and the Phase Contract for Phase I, the Lead Procurer assigns to the Contractor the task of performing the services covered by the Phase I of the project.

1.4. The Contractor confirms to be aware of and to agree with the fact that the Lead Procurer may enter into similar agreements, relating to the same project, with other Contractors of Phase I.

Article 2 – Conditions for the execution of activities

2.1. The Contractor undertakes to fulfil the obligations under this Framework Agreement with its own means, by organizing and managing at its own risk.

2.2. The objectives and requirements of the POSIDON PCP Project are set out in the Common Challenge and the Functional Specifications document. Within the limits of such objectives and requirements, the details of the exact program to be followed and the day-to-day responsibility for carrying out this program will be under the control of the Contractor, in consultation, where appropriate, with the Lead Procurer's representative.

2.3. The Contractor shall inform the Lead Procurer on a regular basis and, in any case, promptly upon the Lead Procurer's first request, of the progress of the Project. In particular, but without prejudice to other provisions hereunder, the Contractor shall notify the Lead Procurer of any proposed deviation from the agreed scope of work or if significant developments occur as the Research and development work progresses as soon as possible after the Contractor becomes aware of the necessity or usefulness of such deviation.

2.4. The Contractor shall ensure full communication takes place between the Parties and such others as may be notified to the Contractor by the Lead Procurer and shall advise as required on the Project.

2.5. During the execution of the Framework Agreement and without any interference in the Contractor internal processes, the Lead Procurer reserves the right to check periodically the exact fulfilment of the contractual performance.

2.6. The Contractor undertakes to perform at least the [65]% of Research and Development services of each phase, within the European Union Member States and countries associated to Horizon 2020, under penalty of termination, in accordance with article 22 ("Breach of Contract. Termination. Liability of damages"), of this Framework Agreement. The Contractor shall provide, upon request of the Lead Procurer, a verified account of the fulfilment of the above obligation. The Lead Procurer shall terminate this agreement forthwith in case of failure by the Contractor to comply with the provisions under this article 2.6.

2.7. Furthermore, the Contractor undertakes not to subcontract more than a maximum 30% of the services under this agreement to any sub-contractors. The Lead Procurer shall terminate this agreement forthwith in case of failure by the Contractor to comply with the provisions under this article 2.7.

2.8. In providing the services as required under this Framework Agreement and Specific Phase Contract(s), the Contractor shall ensure full compliance with the requirements on Research and development Services as defined in the most recent version of the Frascati Manual (Proposed Standard Practice for Surveys on Research and Experimental Development OECD, 6th Edition, 2002, ISBN 978-92-64- 19903-9, pp 29-50) and, where applicable, its latest annexes.

2.9. Upon signing of this Agreement, the Contractor shall appoint a representative for this Framework Agreement, which will be the contact person with the Lead Procurer. The Contractor representative will then have the ability, unless otherwise decided, to represent for all purposes the same Contractor. At the same time, the Lead Procurer will appoint a representative for this Framework Agreement.

2.10. At the execution date of this Agreement, the Contractor will have to communicate the name, phone number, fax number (if available) and e-mail address of the Contractor representative.

2.11. Notwithstanding the provisions of Article 22, the Lead Procurer may terminate this Framework Agreement forthwith should the Contractor be unwilling or unable for any reason to continue with the Project or if, in the reasonable opinion of the Lead Procurer, the Contractor is consistently failing to achieve an acceptable standard in relation to the Project. If this occurs, the Lead Procurer shall not be obliged to make any further financial payment to the Contractor.

Article 3 — Duration and effectiveness

3.1. The PCP execution is divided into the following phases:

- Phase I: Original solution exploration and design, based on a feasibility study
- Phase II: Prototyping
- Phase III: Original development of test series and field testing in 2 sites.

3.2. Duration of each phase

- Phase I will have a maximum duration of [5] months
  Phase I will have an execution duration of [3,5] months
- Phase II will have a maximum duration of [10,5] months
  Phase II will have an execution duration of [8,5] months.
- Phase III will have a maximum duration of [14] months
  Phase III will have an execution duration of [11,5] months.

For details please refer to the general roadmap included in the call for tenders.

3.3. The Framework Agreement becomes effective upon signing by both Parties and shall remain in effect (unless terminated in accordance with Article 22) until the Completion Date (as defined herein above) of Phase I or of a later Phase that has been awarded to the Contractor. However, confidentiality related obligations shall remain applicable for a period of [4] years after the end of the Framework Agreement in accordance with Article 12.

3.4. The period of execution of the tasks may be extended only with the express written agreement of the Parties before the expiration of the period for execution of the tasks, in compliance with the provisions of Article 24 ("Amendments").

Article 4 — R&D services to be provided

4.1. The Contractor shall provide the R&D services (tasks, deliverables and milestones) required in each individual Phase as indicated in articles 2 and 3, in each related Phase Contract, with the scope to develop a solution to tackle the challenge set out in the Call for tender, the "Technical Specifications and field testing sites description" document and the Specific Contracts, in compliance with the rules of the state aid framework for R&D&I.

Article 5 — Duties of the Parties

5.1. The Contractor acknowledges and agrees that the Contractor is entering into this Framework Agreement on the basis that the details of the Project are accurate and complete in all material respects, and are not misleading.

5.2. The Contractor undertakes to perform all the activities subject of this Agreement in accordance with this Agreement, in compliance with the applicable regulations and in accordance with the conditions, procedures, terms and provisions contained in the document entitled "Technical Specifications and field testing sites description " and its annexes, in the "PCP Call for Tender" and its annexes, the "Technical Offer", and in the "Economic Offer" or subsequent offers, if any. The Contractor further undertakes to allocate sufficient resources, equally, to each Specific Phase Contract that the Contractor is awarded, in order to comply with its obligations in any such Phase. The Contractor also undertakes to ensure that each member of the Contractor's Staff engaged on the Project observes the terms and conditions of this Agreement and any Amendment entered into between the Parties hereto, and that the Contractor's Staff are advised of any changes in the scope of the Agreement or the Project.

5.3. The Contractor shall ensure timely meeting of delivery related obligations in any performance dates, including but not limited to End of Phase Reports and related deliverables. If the Contractor fails to do so, the Lead Procurer may, after giving the Contractor not less than 15 Days' notice of its intention (without prejudice to any other rights it may have):

a. Terminate this Agreement in whole or in part without liability to the Contractor;
b. Refuse to accept any subsequent performance of the Project which the Contractor attempts to make;
c. Hold the Contractor accountable for any loss and additional costs incurred; and
d. Have all sums previously paid by the Lead Procurer to the Contractor under the Phase which is then running, refunded by the Contractor.

5.4. The Contractor undertakes to:

a. Co-operate with the Lead Procurer in all matters relating to the Project;
b. Obtain and at all times maintain during the collaboration all necessary licenses and consents required for the performance of this Framework Agreement;
c. Subject to the prior written approval of the Lead Procurer, appoint or, at the written request of the Lead Procurer, replace without delay:
    i. The Contractor's Representative; and/or
    ii. Key Staff or any member of the Contractor's team, who shall be suitably skilled, experienced and qualified to carry out the Project.
d. Ensure the availability of the Contractor's Representative and (Key) Staff for the purposes of the Project;
e. Promptly inform the Lead Procurer of the absence of the Contractor's Representative and/or Key Staff. If the Lead Procurer so requires, the Contractor shall provide a suitably qualified replacement;
f. Not make any changes to the Contractor representative, Sub-contractors or the Key Staff without the prior written approval of the Lead Procurer, such approval not to be unreasonably withheld or delayed; and
g. Ensure that the Contractor's team uses reasonable skill and care during the Project;
h. Be responsible for the accuracy of all drawings, documentation and information supplied to the Lead Procurer in connection with delivery of this Framework Agreement. The Contractor shall:
    i. Observe and comply, and ensure that the Contractor's team observes and complies with all rules, regulations and technical requirements and all any other reasonable requirements and safety regulations as well as those that may subsequently be enacted or issued by the Lead Procurer; for the avoidance of any doubt, the Contractor undertakes that any increased costs, resulting from the need to observe the rules and regulations referred to in the previous paragraph, even if entered into force after the signing of the Framework Agreement, will remain the exclusive responsibility of the Contractor. Therefore, the same Contractor cannot claim any payments, as such, against the Lead Procurer and/or any other third parties, to the extent of its jurisdiction, and will assume all the risks related to any subsequent amendments to the law in force, which may impose additional charges subsequent to those provided at the time of the submission of offers. The Contractor expressly agrees to indemnify and hold harmless Lead Procurer and/or, in any case, any third party, for all the consequences arising from any breach of the rules and technical requirements, safety, and other related regulations;
    ii. Acknowledge and adjust to any modification with respect to the Functional Specifications by the Lead Procurer as the case may be;
    iii. Notify the Lead Procurer as soon as it becomes aware of any issues which arise in relation to the Project.

5.5. The Contractor undertakes to ensure that all required Key Staff will be available to deliver the required services at agreed levels of quality and in a timely manner. Notwithstanding the provisions of Article 22, the Lead Procurer may terminate this

Framework Agreement with a Contractor if any of the Contractor's Key Staff are not available for the entire period needed to fulfil their duties in the Project, subject to prior discussion having first been held with the Contractor to attempt to identify and agree a mutually acceptable replacement and where the lack of availability of one or more of the Key Staff causes a material risk to the fulfilment of the delivery objective of the Project.

5.6. The Lead Procurer shall:

a. Co-operate with the Contractor in all matters relating to the Project and appoint (and replace, if appropriate) the Lead Procurer representative;
b. Provide such access to the Lead Procurer's premises and sensitive data, if it is in accordance to data-protection officials, and such office accommodation and other facilities as may reasonably be requested by the Contractor and agreed rules and regulations with the Contractor in writing in advance, for the purposes of the Project;
c. Provide such information as the Contractor may reasonably request and the Contractor considers reasonably necessary, in order to carry out the Project, in a timely manner, and ensure that it is accurate in all material respects; and
d. Inform the supplier of all health and safety and any other reasonable security requirements that apply at any of the Lead Procurer's premises.

Article 6 — Warranties and representations

6.1. The Contractor warrants and represents to have full capacity and authority to send all necessary usage licenses, permits and consents with the related rights related to the POSIDON PCP Project and continues to have this full capacity, authority, usage licenses, permits and consents during the duration of the Framework Agreement.

6.2. The Contractor warrants that it will perform the services under the Framework Agreement in a professional and skillful manner, meeting best industry practice.

6.3. The Contractor warrants that the information it will provide under the Framework Agreement will be correct, accurate and up-to-date.

Article 7 — Monitoring and Evaluation activities

7.1. During each PCP Phase, contract implementation and progress will be monitored periodically and reviewed against the expected outcomes *(milestones, deliverables and output or results)* for the phase. To this end, the Contractor will be assigned a main contact person (their supervisor) from the monitoring team appointed by the Lead Procurer. There will be regular monitoring "remote" or "physical" meetings between Contractor and the Monitoring board.

7.2. For the purpose of such monitoring activities, the Lead Procurer is entitled to carry out physical visits to the Contractor's premises at any time during the implementation of the POSIDON PCP Project. The meetings will take place after formal communication. The Contractor could be asked to discuss the results achieved in the preceding period and present their updated work plan. The monitoring team will provide regular feedback to the Contractor after meetings or visits.

Article 8 — End of Phase reporting

8.1. The Contractor shall submit to the Lead Procurer an End of Phase Report at the end of each relevant Phase ["Phase I" (Solution design); "Phase II" (Prototype development); "Phase III" (Original development of test series and field testing)], in the approved Language (English) on the Completion Date.

8.2. The Contactor shall draft the End of Phase Report using the form Annex 6, and shall take into account any and all recommendations provided by the Lead Procurer or POSIDON Procurers representative as amended from time to time or as otherwise required by the Lead Procurer or the POSIDON Procurers representative. The End of Phase Report shall include the data, methods, results and final conclusions together with management information and any other information relating to the specific Project Phase it concerns up to the completion date thereof. Ownership of necessary Reports of all Phases will be transferred to the Lead Procurer and POSIDON Procurers.

8.3. The Evaluation of each End of Phase Report shall be carried out at the Lead Procurer premises or at any other place indicated thereby, by the Monitoring Board, appointed by the Lead Procurer.

8.4. The Evaluation of the End of Phase Report will be made within maximum 3 weeks after the submission of the End of Phase Report.

8.5. The Evaluation will assess whether the Contractor has achieved the objectives mentioned in the "Technical Offer", in accordance with the PCP challenge description and functional requirements described in the section 2.1 of the "Call for Tender" document and with the "Technical Specifications and field testing sites description" and each Phase objectives.

8.6. The Evaluation will be documented in a specific report, indicating the date and the results of the same and will be signed by all the members of the Monitoring Board.

Article 9 — Succession of Phase I, Phase II and Phase III of the Project

9.1. By the signing of the Framework Agreement, the Lead Procurer and the Contractor accept the general conditions set by this Framework Agreement and the annexed Phase Contract for Phase I.

9.2. In case the Contractor gets awarded contracts for Phase II and Phase III, these have to be signed by the Lead Procurer and the Contractor. The Contractor has the obligation of performing the Services within the scope of the respective Phases of the Project.

9.3. Assessment of Phase I and award of Phase II

9.3.1. On the Completion Date of Phase I, the Contractor shall submit to the Lead Procurer an "End of Phase Report" (in the form attached in Annex 6) together with the deliverables belonging to Phase I, which shall be reviewed and assessed by the Monitoring Board in order to determine whether the Contractor has complied with the Performance Conditions and the Functional Specifications. This evaluation shall follow the procedure mentioned under Article 8 above.

9.3.2. The outcome of the evaluation shall result in the decision of the Monitoring Board regarding the unsatisfactory, satisfactory or successful completion of Phase I (as defined in the preamble of this agreement). This decision will be issued 10 days after the Completion Date of Phase I. In case a longer evaluation process is needed, the Contractors will be duly informed of the new timeline for the evaluation outcome.

9.3.3. The following rules shall apply:

a. In case the Contractor has not satisfactorily completed Phase I:
   i. The Contractor shall reimburse the received pre-payment to the Lead Procurer,
   ii. The Contractor will not receive the payment for the work carried out in Phase I,
   iii. The Contractor will not be invited to submit an offer for Phase II, and
   iv. This framework agreement and Phase I Contract shall terminate.

b. In case the contractor has satisfactorily, but not successfully completed Phase I:
   i. The Contractor shall not reimburse the received pre-payment to the Lead Procurer;
   ii. The Contractor will be entitled to the payment for the work carried out in Phase I,
   iii. The Contractor will not be invited to submit an offer for Phase II, and
   iv. This framework agreement and Phase I Contract shall terminate.

c. In case the Contractor has successfully completed Phase I:
   i. The Contractor shall not reimburse the received pre-payment to the Lead Procurer;
   ii. The Contractor will be entitled to the payment for the work carried out in Phase I and
   iii. The Contractor will be invited to submit an offer for Phase II.

9.3.4. The Contractor that has successfully completed Phase I will be invited to submit an offer for Phase II within approx. 8 weeks from the date of the invitation. A public opening of the offers will be organized at the premises of the Lead Procurer. The Lead Procurer will communicate the award decision 4 weeks after the deadline for submitting the offers. Following the award decision, a standstill period of 15 days will apply prior to signing the Phase II contract. Any changes in the timeline above, will be duly communicated to the Contractors.

9.3.5. If the Contractor is selected for Phase II, this Agreement shall continue in effect for the duration of the following Phases. The Contractor shall thereupon sign a formal assignment relevant to that phase. Alternatively, if the Contractor is not selected for Phase II, this Agreement shall, without prejudice to any surviving clauses, cease to have any effect upon the date announced by the Lead Procurer for final award of Phase II.

9.4. Assessment of Phase II and award of Phase III

9.4.1 On the Completion Date of Phase II, the Contractor shall submit to the Lead Procurer an "End of Phase Report" (in the form attached in Annex 6) together with the deliverables belonging to Phase II, which shall be reviewed and assessed by the Monitoring Board in order to determine whether the Contractor has complied with the Performance Conditions and the Functional Specifications. This assessment shall follow the procedure mentioned under article 8 above and shall be performed within 4 weeks after the Completion Date of Phase II.

9.4.2 The outcome of the evaluation shall result in the decision of the Monitoring Board regarding the unsatisfactory, satisfactory or successful completion of Phase II (as defined in the preamble of this agreement). This decision will be issued 3 weeks after the Assessment of Phase II. In case a longer evaluation process, the Contractors will be duly informed of the new timeline for the evaluation outcome.

9.4.3 The following rules shall apply:

a. In case the Contractor has not satisfactorily completed Phase II:
   i. The Contractor shall reimburse the received pre-payment to the Lead Procurer the Contractor will not receive the payment for the work carried out in Phase II,
   ii. The Contractor will not be invited to submit an offer for Phase III, and
   iii. The framework agreement and the Phase II Contract shall terminate.

b. In case the contractor has satisfactorily, but not successfully completed Phase II:
   i. The Contractor shall not reimburse the received pre-payment to the Lead Procurer;
   ii. The Contractor will be entitled to the payment for the work carried out in Phase II,
   iii. The Contractor will not be invited to submit an offer for Phase III, and
   iv. The framework agreement and the Phase II Contract shall terminate.

c. In case the Contractor has successfully completed Phase II:
   v. The Contractor shall not reimburse the received pre-payment to the Lead Procurer the Contractor will be entitled to the payment for the work carried out in Phase II and
   vi. The Contractor will be invited to submit an offer for Phase III.

9.4.4 The Contractor that successfully completed Phase II will be invited to submit an offer for Phase III within 10 weeks from the invitation. A public opening of the offers will be organized at the premises of the Lead Procurer. The Lead Procurer will communicate the award decision 4-5 weeks after the deadline for submitting the offers. Following the award decision, a standstill period of 15

days will apply prior to signing the Phase III contract. Any changes in the timeline above, will be duly communicated to the Contractors.

9.4.5 If the Contractor is selected for Phase III, this Agreement shall continue in effect for the duration of that Phase. The Contractor shall thereupon sign a formal assignment relevant to that phase. In addition, if the Contractor is not selected for Phase III, this Agreement shall, without prejudice to any surviving clauses, cease to have any effect upon the date announced by the Lead Procurer for final award of Phase III.

9.4.6 The admission to phase III is conditioned to the cases described in the section 2.5 of the CFT to which reference is made.

9.5. <u>Assessment of Phase III</u>

9.5.1 On the Completion Date of Phase III, the Contractor shall submit to the Lead Procurer an "End of Phase Report" (in the form attached in Annex 6) together with the deliverables belonging to Phase III, which shall be reviewed and assessed by the Monitoring Board in order to determine whether the Contractor has complied with the Functional Specifications. This assessment shall follow the procedure mentioned under article 8 above and shall be performed within a total of 4 weeks.

9.5.2 The outcome of the evaluation shall result in the decision of the Monitoring Board regarding the satisfactory or successful completion of Phase III (as defined in the preamble of this agreement). This decision will be issued not later than 2 weeks after the completion of Phase III Assessment. In case of a longer evaluation process, the Contractors will be duly informed of the new timeline for the evaluation outcome.

9.5.3 The following rules shall apply:

a. In case the Contractor has not satisfactorily completed Phase III:
   i. The Contractor shall reimburse the received pre-payment to the Lead Procurer. The Contractor will not receive the payment for the work carried out in Phase III, and the framework agreement and the Phase III Contract shall terminate.
b. In case the contractor has satisfactorily or successfully completed Phase III:
   i. The Contractor shall not reimburse the received pre-payment to the Lead Procurer;
   ii. The Contractor will be entitled to the payment for the work carried out in Phase III.

9.6. Successful completion of Phase I is a prerequisite to receiving an invitation for Phase II. Successful completion of Phase II is a prerequisite to receiving an invitation for Phase III.

9.7. Any award for Phases II and III will be communicated in writing by the Lead Procurer to the Contractor.

9.8. Any reference in this Framework Agreement to the Project refers also to any of the Phases awarded to the Contractor.

9.9. In each Phase at least 65% of the Services shall be performed within the EU Member States, or a country that is associated to H2020.

9.10. The Lead Procurer reserves the right not to award contracts for Phases for which it has not received any favorable or suitable or acceptable offer in relation to the Project; to stop, cancel, revoke, re-issue the PCP or not to award any Phase Contract for objective reasons. The Lead Procurer assumes no obligation whatsoever to compensate or indemnify the Contractors or Contractors for any expense or loss that may occur in the preparation of their tenders.

Article 10 — Pricing, payment and accounting

10.1. The total amount to be paid by the Lead Procurer to the Contractor shall not exceed the relevant amounts detailed in the Contract Notice.

10.2. The price for the R&D services to be implemented for each PCP phase will be set out in the Specific Contracts.

10.3. Payments for the Contractor's Services for each phase will be made according to the following provisions:

10.3.1. PHASE I: The Contractor may issue an invoice for the payment of a pre-payment equal to [20]% of the Price for Phase I after signing the Phase I Contract. The Contractor may issue an invoice for the payment of the second payment of [80]% following the communication of the Monitoring Board decision confirming that the contractor has completed Phase I *satisfactorily*. In case of Default, any payment already made may be reclaimed, in compliance with the provisions under article 9.3.3.;

10.3.2. PHASE II: The Contractor may issue an invoice for the payment of a pre-payment equal to [20]% of the Price for Phase II after signing the Phase II Contract. The Contractor may issue an invoice for the payment of the second payment of [80]% following the communication of the Monitoring Board confirming that the Contractor has complied with the Performance Conditions and the Functional Specifications applicable to Phase II and has completed Phase II *satisfactorily*. In case of Default, any payment already made may be reclaimed in compliance with the provisions under article 9.4.3.

10.3.3. PHASE III: The Contractor may issue an invoice for the payment of a pre-payment equal to [20]% of the Price for Phase III after signing the Phase III Contract and a second payment equal to [20%] of the Price for Phase III after the installation of the test series in the field testing sites. The Contractor may issue an invoice for the payment of the final payment of [60]% following the communication of the Monitoring Board confirming that the Contractor has complied with the Performance Conditions and the Functional Specifications applicable to

Phase III and has completed Phase III *satisfactorily*. In case of Default, any payment already made may be reclaimed in compliance with the provisions under article 9.5.3.

10.4. Payments will be made by the Lead Procurer, following the submission of the relevant invoices.

10.5. Invoices shall be paid by the Lead Procurer within 30 (thirty) days end of the month of the invoice's date of receipt. The Lead Procurer will liquidate the mentioned invoices in the dedicated current account detailed by the Contractor.

10.6. All activities necessary to a full and regular compliance with the contractual terms and condition shall be the sole responsibility of the Contractor and are included in the consideration specified in the Economic Offer, even if not specified in this Framework Agreement.

10.7. Prices indicated and submitted by the Contractor in the Economic Offer during the tender shall remain fixed and invariable for the duration of the Framework Agreement and includes all the costs and expenses.

10.8. Prices shall be based on the binding unit prices for all foreseeable items in the economic offer for the duration of the whole framework agreement and if unit prices are added to phase II or III offers, they shall become binding for the remaining phases.

10.9. The Contractor accepts, upon first request from the Lead Procurer, to provide the Lead Procurer with complete, relevant and clear information as well as documentary evidence about the allocation of amounts paid by the Lead Procurer.

10.10. Payments to third parties employed or hired by the Contractor, if any, shall remain the sole responsibility of the Contractor, who shall ensure that such payments are made promptly and shall hold the Lead Procurer harmless against any claim of such third parties.

10.11. The Contractor shall provide all reasonable assistance at all times during the term of the Agreement and during a period of [10] years after termination or expiry of this Agreement for any reason whatsoever, for the purposes of allowing the Lead Procurer to obtain such information as is necessary to fulfil the Lead Procurer's obligations to supply information for national or supra- national parliamentary, governmental, judicial or other administrative purposes and/or to carry out an audit of the Contractor's compliance with this Agreement including all activities, performance, security and integrity in connection therewith.

10.12. The Contractor shall keep and maintain, up until at least [10] years after this Agreement has been completed, full and accurate records of the Project including:

10.12.1. All aspects of the Project;

10.12.2. All expenditure paid by the Lead Procurer; and

10.12.3. All payments made by the Lead Procurer, and the Contractor shall on request allow the Lead Procurer or the Lead Procurer's representatives

such access to those records as may be required in connection with the Agreement.

10.13. Wherever, under the Contract, any sum of money is recoverable from or payable by the Contractor (including any sum that the Contractor is liable to pay to the Lead Procurer in respect of any breach of the Framework Agreement or a Phase Contract), the Lead Procurer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Framework Agreement or under any other agreement with the Lead Procurer.

10.14. Payments will be made only if the contractor has satisfied all the points referred to the table "Expected outcomes (per phase)" as per art.2.1 Description of services to be procured of the Call for tender

10.15. Traceability

The Company undertakes to communicate the identifying details of the dedicated current account, within seven days from the start up or from their first use in the case of existing current accounts, as provided for by art. 3 paragraph 7 L. 136/2010 smi, as well as the personal data and tax code of the persons delegated to operate on it.

The Company assumes all the obligations of traceability of financial flows pursuant to art. 3 of Law 136/2010 and subsequent amendments and acknowledges that failure to comply with the obligations of traceability of financial flows, in addition to specific penalties, implies the absolute nullity of the contract and that the non-use of bank or postal transfer or other instruments suitable for allowing full traceability of operations determines the termination of contract law.

Article 11 - Sharing of IPR-related risks and benefits under market conditions

11.1 PCP procures R&D services at market price, thus providing contractors with a transparent, competitive and reliable source of financing for the early stages of their research and development. Giving each contractor the ownership of the iprs attached to the results it generates during the PCP means that they can widely exploit the newly developed solutions commercially. In return, the tendered price must contain a financial compensation for keeping the IPR ownership compared to the case where the iprs would be transferred to the procurers (the tendered price must be the 'non-exclusive development price'). Moreover, the procurers must receive rights to use the R&D results for internal use and licensing rights subject to certain conditions. The IPR regime and treatment applicable to this POSIDON PCP is fully described in section 2.7 of the PCP Call for Tender.

Article 12 — Confidentiality

12.1 The Parties shall keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed. This applies during the implementation of the Framework Agreement and Specific Phase Contracts and up to [4] years after their end.

12.2 If information has been identified as confidential only orally, it shall be considered to be confidential only if this is confirmed in writing within 15 days of the oral disclosure.

12.3 The Parties may disclose confidential information to their staff or to third parties involved in the PCP implementation only if:

- They need to be aware of this information in order to implement the PCP activities under the Framework Agreement and Specific Phase Contracts; and
- They are bound by an obligation of confidentiality.

12.4 The POSIDON Procurers may disclose confidential information to the EU if required under their Horizon 2020 grant agreement.

12.5 The confidentiality obligations cease to apply if:

- The disclosing party agrees to release the other party from the obligation;
- The information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;
- The recipient proves that the information was produced without the use of confidential information;
- The information becomes generally and publicly available, without breaching any confidentiality obligation; or
- The disclosure of the information is required by EU or national law.

12.6 The above does not change the security obligations, which still apply. Stricter confidentiality obligations apply for information that is EU-classified or subject to a security recommendation.

12.7 The Contractor is fully responsible and liable for the effective performance, by his employees, consultants and collaborators, of the confidentiality obligations herein and undertakes to impose this confidentiality obligation on all those persons who, as a result of their position, become acquainted – directly or indirectly – with any confidential information.

12.8 In the event of the Contractor's failure to comply with the confidentiality obligations herein, the Lead Procurer shall be entitled to terminate this Agreement forthwith, subject to prior notice of termination sent by registered letter with acknowledgement of receipt, without prejudice to claim further damages.

Article 13 — Promotion, publicity and communication

13.1 The Contractor shall undertake communication activities to create publicity about its participation to the procurement, and to promote the objectives and the results of the R&D carried out under the PCP *(in particular to other potential customers with the objective to achieve commercial exploitation of the results; see Article 1.2 section 7 of Call for Tender – Commercial exploitation of results)*.

- All communication activities shall comply with the applicable confidentiality and security restrictions.
- During the implementation of the Framework Agreement and for a period of [4] years after the end thereof, the Contractor shall inform the Lead Procurer [60] days in advance of any (written or oral) publication or any other type of communication (in any media or form) relating to the services or results.

Information on communication activities expected to have a major media impact shall be provided sufficiently in advance to allow the Lead Procurer to inform the EU.

- All communication activities (including in electronic form and via social media) and infrastructure, equipment and major results financed by the PCP shall display the EU emblem and include the following text:
  - For communication activities: 'This is part of the POSIDON project that has received funding from the European Union's Horizon 2020 Research and Innovation Programme';
  - For infrastructure, equipment and major results: 'This [infrastructure][equipment][insert type of result] is part of the POSIDON project that has received funding from the European Union's Horizon 2020 Research and Innovation Programme'.
- When displayed together with another logo, the EU emblem shall have appropriate prominence. The contractor may use the EU emblem without first obtaining approval from the EU. This does not, however, give the contractor the right to exclusive use. Moreover, the contractor may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.
- All communication activities shall indicate that they reflect only the author's views.

13.2 The POSIDON Procurers may use, for the purposes of communication and publicity, all information relating to the PCP, documents *(*notably *summaries)* and deliverables, and any other material *(such as pictures or audio-visual material)* from the Contractor *(including in electronic form)*.

- The POSIDON Procurers may, in particular, publish the names of the participating Contractor and its project abstracts, the summaries of the main results from the R&D and the lessons learnt during the PCP *(e.g. Relating to the feasibility of the different approaches to meeting the procurers' requirements that were explored, and the lessons learnt for potential future use of the solutions proposed)*.This does not change the confidentiality obligations under Article 12 above.
- Moreover, before publishing this information, the POSIDON Procurers shall consult the Contractor, in order to avoid harm to legitimate business interests *(e.g. Regarding aspects of the solutions that could be IPR-protected)* or distortion of competition.

13.3 The EU may use, for the purposes of communication and publicity, information relating to the PCP, documents *(notably summaries)* and deliverables, and any other material *(such as pictures or audiovisual material)* from the contractor *(including in electronic form)*.

- If the EU's use of these materials, documents or information would risk compromising legitimate interests, the Contractor may, however, ask the Lead Procurer to request the EU not to use it.

- The right to use the Contractor's materials, documents and information includes:
  a. Use for its own purposes *(in particular, making them available to staff working for the EU (including for the European Commission, EU executive agencies, other EU institutions, bodies, offices or agencies) or for EU Member State institutions or bodies; and copying or reproducing them in whole or in part, in unlimited numbers)*;
  b. Distribution to the public *(in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)*;
  c. Editing or redrafting for the purposes of communication and publicity *(including shortening,* summarising*, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. Audio or video files), dividing into parts or using in a compilation)*;
  d. Translation;
  e. Giving access in response to individual requests made under EU Regulation No 1049/20011, without the right to reproduce or exploit;
  f. Storage in paper, electronic or other form;
  g. Archiving, in line with applicable rules on document management, and
  h. Authorising third parties to act on its behalf or sub-licensing the modes of use set out in points (b), (c), (d) and (f) to third parties if needed for the purposes of communication and publicity.

- If the right of use is subject to rights of a third party *(including the Contractor's staff)*, the Contractor shall ensure that it obtains the necessary approval from the third parties concerned.

Article 14 — Conflicts of interest

14.1 The Contractor shall take all measures necessary to prevent a situation arising where the impartial and objective implementation of the Framework Agreement or a Specific Phase Contract is compromised for reasons involving economic interests, political or national affinity, family, personal life or any other shared interest.

14.2 The Contractor shall also take all measures necessary to prevent a situation in which its (previous or ongoing) professional activities affect the impartial and objective implementation of the Framework Agreement or a Specific Phase Contract.

14.3 The Contractor shall notify the Lead Procurer without delay of any situation constituting or likely to lead to a conflict of interest *(including changes of ownership)* and shall immediately take all steps necessary to rectify this situation.

[1] Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents, OJ L 145, 31.5.2001, p. 43.

14.4 The Lead Procurer may instruct the Contractor to take specific measures to remedy the situation.

Article 15 — Ethics and research integrity

15.1 The Contractor shall carry out the tasks assigned to it in the Framework Agreement and Specific Phase Contracts in compliance with:

- Ethical principles *(including the highest standards of research integrity)* and
- Applicable international, EU and national law.

15.2 The Contractor may not:

- Carry out activities in a country outside the EU, if they are prohibited in all EU Member States or
- Destroy human embryos.

15.3 The Contractor may not carry out activities whose aim is to:

- Carry out human cloning for reproductive purposes;
- Modify the genetic heritage of human beings in such a way as could make such changes heritable (with the exception of research relating to cancer treatment of the gonads) or
- Create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.

15.4 The Contractor may not carry out activities that do not focus exclusively on civil applications.

15.5 The Contractor shall respect the fundamental principle of research integrity — as set out in the European Code of Conduct for Research Integrity[2]. This implies compliance with the following essential principles:

- **Reliability** in ensuring the quality of research reflected in the design, the methodology, the analysis and the use of resources;

- **Honesty** in developing, undertaking, reviewing, reporting and communicating research in a transparent, fair and unbiased way;

- **Respect** for colleagues, research participants, society, ecosystems, cultural heritage and the environment;

- **Accountability** for the research from idea to publication, for its management and organization, for training, supervision and mentoring, and for its wider impacts

This means that beneficiaries must ensure that persons carrying out research tasks follow the good research practices and refrain from the research integrity violations described in this Code.

[2] The European Code of Conduct for Research Integrity of ALLEA (All European Academies) and ESF (European Science Foundation) of March 2011.
http://www.esf.org/fileadmin/Public_documents/Publications/Code_Conduct_ResearchIntegrity.pdf

15.6 Before starting any activity that raises an ethical issue, the Contractor shall submit to the Lead Procurer a copy of:

- Any ethics committee opinion required under national law and
- Any notification or authorization for activities raising ethical issues required under national law.

Article 16 — Security-related obligations

16.1 Activities involving dual-use goods or dangerous materials and substances shall comply with applicable EU, national and international law.

16.2 Before starting the activity, the contractor shall provide the lead procurer with a copy of any export or transfer licences required.

16.3 Classified information shall be treated in accordance with the security aspect letter (SAL) annexed to the H2020 grant agreement and EU Decision No 2015/544[3] until it is declassified.

16.4 Tasks involving classified information may not be subcontracted without prior written approval from the lead procurer.

16.5 The contractor shall inform the lead procurer of any changes relating to security and, if necessary, request an amendment.

16.6 The following results may be disclosed or disseminated only if the contractor has first obtained written approval from the lead procurer:

- All information that may be used for threats of damage to the procureres or the proper management of the procureres' activities, as well as to cause acts of vandalism or terrorism

Article 17 — Civil liability and insurance coverage

17.1 The tenderers assume liability for any and all damages caused, to anyone who is caused, in relation to the performance of the contractual services, relieving the Contracting Lead Procurer and the POSIDON Consortium members of any liability, within the limits of art. 1229 c.c ..

17.2 The contractor has signed the insurance covering, for the entire period of execution of the interventions, all damages suffered by the buyers group due to damage or total or partial destruction of plants and works for a total insured value of Euro 1,0 Million (onemillioneuro/00) with _____, n. _____.
The awarded tenderers will provide, before the signature of the contract of Phase III, the liability insurance n. _____, with _____ to cover any environmental damages caused during the execution of the contract for an amount equal to € 1,5 Million. Such insurance will be in force for the entire contractual

[3] Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EU-classified information.

duration thereof. For further details, reference is made to point 4.5 of the Call For tender.

17.3 In this respect, the Contractor hereby agrees to provide, within 10 days as of the execution of this Framework Agreement, evidence of the conclusion of a professional insurance/liability policy concluded with a primary insurance company and undertakes to keep such policy insurance in force for the entire duration of this Framework agreement and the related phase contracts to cover all direct or indirect material damage to persons or property. For the avoidance of any doubt, the limit for each event, corresponding at least to what the law provides for at least in the field of liability and insurance, cannot be considered, under any circumstances, as a limit to compensation for damage.

Article 18 — Processing of personal data

18.1 The Lead Procurer and the POSIDON Procurers shall process personal data in compliance with the applicable EU and Italian law on data protection, namely Reg.Ue 2016/679/UE which shall replace the Privacy Code from 2018 (Decreto Legislativo 30 giugno 2003, n. 196 - Codice in materia di protezione dei dati personali).

18.2 The Contractor shall process personal data in compliance with the applicable EU and national law on data protection *(including as relates to authorisations and notification requirements)*.

18.3 The Contractor may grant its staff access to data only in so far as is strictly necessary for implementing, managing and monitoring the Framework Agreement and Specific Phase Contracts.

18.4 The Contractor must inform the staff whose personal data are collected and processed by the procurers and/or the EU. For this purpose, the Contractor must provide them with the privacy statements of the procurers and the EU, before transmitting their data. If explicit prior consent from the data subjects is needed, the contractor must obtain such consent.

Article 19 — Obligation to provide information and keep records

19.1 Notwithstanding the provisions of articles 10.10 and 10.11 above, the Contractor must, at any time during the implementation of the Framework Agreement and Specific Phase Contracts or afterwards, for a duration of 10 years, provide any information requested by the Lead Procurer or any of the POSIDON Procurers in relation to the Agreement or Contracts.

19.2 The Contractor must keep, for a period of up to 10 years after the end of the Framework Agreement and Specific Phase Contracts, records and other supporting documentation relating to their implementation.

- This obligation includes records and other supporting documentation on scientific and technical implementation (in line with the accepted standards in the field) and on the price charged and the costs incurred by the contractor.

- The Contractor must keep the original documents. Digital and digitalised documents are considered originals if they are authorized under national law.
- Should there be ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims *(including claims by a third party against the procurers)*, the Contractor must keep all records and other supporting documentation until the end of these procedures.

Article 20 — EU checks, reviews, audits and investigations

20.1 Should the EU *(including the European Court of Auditors or the European Anti-Fraud Office (OLAF))* decide to carry out a check, review, audit or investigation, the Contractor must make available all information, records and other supporting documents relating to the implementation of the Framework Agreement and Specific Phase Contracts.

20.2 Should there be an on-the-spot visit, the Contractor must allow access to its premises and must ensure that the information requested is readily available.

Article 21 — EU impact evaluation

Should the EU carry out an impact evaluation (of its grant to the procurers), the Contractor must make available all information, records and other supporting documents relating to the implementation of the Framework Agreement and Specific Contracts.

Article 22 — Breach of contract. Termination. Liability for damages

22.1 The Contractor undertakes to fulfil all the obligations arising out of this Framework Agreement, with the best possible diligence required by the nature of the services.

22.2 The Contractor shall be responsible and liable for any damage caused by it, or its employees, agents and/or sub-contractors, directly to the Lead Procurer, or any third parties, (including cost of restoration, penalties, loss of profits, costs and expenses, also legal expenses) which the Lead Procurer is required to compensate, because of the Contractor's delay or failure to comply with its obligations hereunder.

22.3 The Contractor shall also be responsible and liable for any damages or injuries suffered by his/her property or by people who cooperate with him/her or are employed by him/her, and agrees to indemnify the Lead Procurer, especially in the case referred to hereunder, as well as what is stated in the previous paragraph, even in court.

22.4 Pursuant to art. Art. 1453 of the civil code, in the event of serious or repeated breach or grave professional misconduct by the Contractor, leading the Lead Procurer to conclude that the Contractor is unsuitable to comply with its obligations hereunder, the Lead Procurer reserves the right to terminate forthwith this Agreement for breach of the agreement and at the Contractor's expense, subject only to a notice of termination by certified e-mail or registered letter with acknowledgement of receipt, without prejudice to the right to claim further damages.

22.5 It is expressly understood that, in the event of termination of the Framework Agreement for serious or repeated breach or grave professional misconduct by the Contractor, the Lead Procurer shall be entitled to apply a penalty in the amount of maximum 10% of the price for the PCP set out in the Specific Contract, and / or claim for compensation of damages.

22.6 Notwithstanding the provisions under article 22.4 and 22.5 above, the Lead Procurer may terminate this Framework Agreement without liability for any damage, loss or expenses arising as a result of or in connection with such termination (except otherwise provided in specific clauses hereunder) in the following cases:

a. Any approvals consent or licenses required under this Framework Agreement are not given unconditionally within 3 (three) months of the commencement of the Project;
b. An appeal under the bankruptcy law or any other law applicable to insolvency proceedings, has been filed against the Contractor, proposing the dissolution, liquidation, amicable composition, the debt restructuring or a settlement with creditors, or if a liquidator, a trustee, a guardian or a person having similar functions, which come into possession of the goods or is responsible for managing the business the Contractor is appointed;
c. Any of the members of the governing body or the managing director or the general manager or the technical manager of the Contractor are subject to a judgment which has the force of *res judicata* for crimes against the public administration, public policy, public faith or public property, or are subject to the measures provided for in anti-mafia legislation;
d. The Contractor is in Default under this Framework Agreement and if:
    i. The Default is capable of remedy and the Contractor has failed to remedy the Default within 30 (thirty) Days of written notice being sent to the Contractor specifying the Default and requiring its remedy; or
    ii. The Default is not capable of remedy (but does not constitute a serious or repeated breach or grave professional misconduct by the Contractor);
e. The Contractor, or any sub-Contractor on whose resources he has relied in the procurement that has preceded this Framework Agreement, becomes subject to any exclusion criteria listed in the PCP Request for Tender document;
f. Failure by the Contractor to comply with the contractual obligation (including those related to the Phase Contracts) in accordance with the law in force and the conditions, procedures, terms and requirements contained in this Framework Agreement, its Annexes and in the Phase Contracts;
g. The Services are not in compliance with requirements on Research and development Services as defined in the most recent version of the Frascati Manual (Proposed Standard Practice for Surveys on Research and Experimental Development OECD, 6th Edition, 2002, ISBN 978-92-64- 19903-9, pp 29-50) and, where applicable, its latest annexes or in case of non-compliancy with any other requirement mentioned in the PCP Request for Tender document and declared in the signed declaration that is part of the tender;
h. The pre-commercial procurement procedure should be interrupted for failure to reach the minimum number of Contractors provided for in the PCP Call for Tender, and needed to ensure the minimum level of competition;

i. In any other circumstances that may cease the relationship of trust under this Framework Agreement and/or a Phase Contract;
j. Any provision of this Framework Agreement (other than as previously specified in the preceding provisions of this Article 22) expressly entitles the Lead Procurer to terminate this Framework Agreement;

22.7 Termination of this Framework Agreement by the Lead Procurer under the preceding provisions of this Article 22.6 shall (at the option of the Lead Procurer) take place with immediate effect as from the date of service of the notice of that termination or from the expiry of a period (not exceeding 3 (three) Months) specified in that notice.

22.8 The Contractor shall indemnify and hold harmless the Lead Procurer, including the POSIDON Procurers, their employees, officers, directors and agents fully against any and all liabilities, claims, actions, suits or proceedings whatsoever in respect of:
a. Any damage to property, including any infringement of third party Intellectual Property Rights;
b. Any injury to persons, including injury resulting in death;
c. Resulting from or in the course of, or in connection with the performance of the Services, except in so far as such damages or injury shall be due to any act or negligence of the Lead Procurer.

22.9 The Contractor shall promptly notify the Lead Procurer in writing of any such liabilities, claims, actions, suits or proceedings, and in particular of any action brought against the Contractor for infringement or alleged infringement of Intellectual Property Rights which might affect the Project, within thirty (30) days after receipt of notice of any complaint, claim or injury opening an indemnification right as provided for in section 22.6 of this article.

22.10 In no event shall the Lead Procurer nor any of the POSIDON Procurers be liable to the Contractor for punitive damages, indirect or consequential loss or damage suffered by the Lead Procurer.

22.11 The Contractor must compensate the POSIDON Procurers if they are held liable by the EU for damage sustained as a result of the implementation of the Framework Agreement or a Specific Phase Contract (or because it was not implemented properly).

22.12 The EU cannot be held liable for any damage caused to the contractor or caused by the contractor in connection with the implementation of the Framework Agreement or a Specific Phase Contract.

22.13 The Lead Procurer may, by giving due notice in writing, terminate this Framework Agreement without liability for any damage, loss or expenses arising as a result of or in connection with such termination if there is a change of control in the Contractor which the Lead Procurer can reasonably demonstrate is prejudicial. The Lead Procurer shall only be permitted to exercise its rights pursuant to this clause for 6 (six) Months after any such change of control and shall not be permitted to exercise such rights where the Lead Procurer has agreed in advance in writing to the particular change of control and such change of control takes place as proposed. The Contractor shall notify the Lead Procurer within 2 (two) weeks of any change of control taking place.

Article 23 — Participation of preferred partners and third parties providing in-kind contributions to the PCP

The project partners not included among the Procurers and the potential third parties will not have intellectual property rights and will not be able to exploit their results.

Article 24 — Amendments

24.1 If at any time, it appears likely that any provision of the Agreement or the Project, needs to be amended, the Contractor shall immediately inform the Lead Procurer in writing requesting an Amendment to the Agreement, giving full details of the justification for the request and giving proposals for the Amendment to the Agreement. Upon receipt of such a request the Lead Procurer may:

a. Agree to amend the Agreement provided such Amendment is non-discriminatory and does not amount to a substantial change of the Agreement, the scope of the service or the scope of the Results, as allowed under the applicable law and then prevailing case law of the European Court of Justice;

b. Amend the Project in a manner which the Contractor agrees can be carried out within the Project Period and within the Price with regard to the relevant Phases;

c. Refuse the request and require the continuation of the Project in accordance with the Framework Agreement; or

d. Give notice of termination in accordance with Article 22 above.

24.2 Any Amendment to this Framework Agreement shall be set out in writing, in an addendum to this Agreement and signed by both Parties.

24.3 The Lead Procurer may request an Amendment to the Agreement at any time, provided such Amendment does not amount to a material change to this Framework Agreement.

Article 25 – Subcontracting, transfer and assignments

25.1 The Contractor shall not transfer any of his rights and/or obligations under this Framework Agreement.

25.2 The Contractor, in accordance with art. 105 D.Lgs 50/2016 may subcontract the activities provided for in this Agreement up to 30% of the value indicated in the Tender.

25.3 The Contractor shall send, within 20 days from the date of each payment received from the Lead Procurer, copy of the paid invoices relative to the payment of consideration that the same Contractor has paid to subcontractors, giving details of the amount of retentions.

Article 26 — Interpretation

26.1 The Framework Agreement constitutes the entire agreement between the Parties relating to its subject matter. Each party acknowledges that it has not entered into this Framework Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Framework Agreement. Each Party waives any claim for breach of this Framework Agreement, or any right to rescind this Framework Agreement in respect of, any representation,

which is not an express provision of this Framework Agreement. However, this Article does not exclude any liability which either party may have to the other (or any right which either party may have to rescind this Framework Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Framework Agreement. In case of discrepancy between the Framework Agreement, on the one hand, and the PCP Call for Tender Document, on the other hand, the documents shall prevail in the following order:

- Framework Agreement;
- PCP Call for Tenders;
- Other Tender Documents and Annexes;

26.2 The provisions under Article 26.1 above equally apply to the Specific Phase Contracts.

Article 27 — Applicable law and dispute settlement

27.1 The applicable law is the Italian law as defined in the call for tender.

27.2 The interpretation and construction of this Agreement shall be subject to the following provisions: Decreto Legislativo 18 aprile 2016, n. 50 *Attuazione delle direttive 2014/23/UE, 2014/24/UE e 2014/25/UE sull'aggiudicazione dei contratti di concessione, sugli appalti pubblici e sulle procedure d'appalto degli enti erogatori nei settori dell'acqua, dell'energia, dei trasporti e dei servizi postali, nonché per il riordino della disciplina vigente in materia di contratti pubblici relativi a lavori, servizi e forniture*;

27.3 Any disputes between the Parties, arising with reference to the interpretation, performance, validity, effectiveness and termination of this Agreement and the Phase Contracts, shall be the exclusive competence of the Trieste (Italy) Judicial Authorities.

Article 28 — Entry into force

This Framework Agreement shall enter into force on the date it is signed by the Parties hereto.

Article 29 — Contract fees

All expenses of this contract and deriving from it are to be borne by the contractor, with the exclusion of the VAT, that, if due, will be paid by the Lead Procurer.

For the purposes of registration tax, the Parties request registration of this deed as a fixed tax, pursuant to article 40 of the D.P.R. April 26, 1986, n. 131.

The stamp duty is paid by electronic means, pursuant to Annex A - Tariff - Part I, Article 1, of the D.P.R. n. 642/1972, as amended by the D.M. 22 February 2007, by means of the Single Computer Model for the amount of Euro 45.00.

Pursuant to current legislation, the Parties declare the following fiscal codes: Authority no. 00050540327, _____

Article 30 — Legality protocol

By signing this contract, the Contractor declares that he has exact knowledge of provisions of Italian laws on the fight against organized crime and sub-custody and therefore undertakes, as far as it is competent, to comply with and comply with the aforementioned laws.

The Contractor declares to have exact knowledge of all the obligations deriving from the application of the Legality Protocol between the Prefecture - UTG of Trieste and the Authority. Therefore, among other things, the Awardee undertakes to report to the Judiciary or to the Police Bodies, by notifying the Authority, any unlawful request for money, benefits or other benefits made before the tender or during the execution of the works as well as any illegal interference in the procedures of assignment to third companies, any attempt of extortion, intimidation or conditioning of a criminal nature in whatever form it manifests itself towards the members of the social structure or their family members.

The Contractor is registered in the lists of suppliers, service providers and executors of works not subject to mafia infiltration attempts (so-called white list) referred to in article 1, paragraph 52, of Law no. 190/2012.

SIGNATURES

The Lead Procurer signs for the buyers group and — in case of joint tenders — the lead contractor for the group of contractors.

Lead Procurer (for the buyers group)

_____

(Lead) contractor

_____