

## SPECIALISED LEGAL SERVICES

**Start Date**  
September 1<sup>st</sup>, 2020

**End Date**  
June, 30<sup>th</sup> 2021

### Contracting Parties

**EPOS-ERIC**  
Via di Vigna Murata n. 605  
00143 ROME  
ITALY

**TBD**

**Contact Person**  
Dr Massimo Cocco

**Contact Person**  
**TBD**

**DRAFT**

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### 1. Form of contract

The purchase agreement is completed through a purchase contract, i.e. a written contract that is signed by the parties. Other commercial conditions enclosed by the supplier in the offer will not be considered.

### 2. Scope

The scope of this contract concerns the provision of services for the design, development and maintenance of the new EPOS RI website.

### 3. Activities and timeline

The provision of services will regard the activities prioritized in the Annex 1 “Technical Requirements” and in the work plan presented, as follows:

TBD

### 4. Price

Value in Euro TBD. VAT is not included.

Price is quoted in Euro and will not be subject to revision. Other unforeseen costs incurred during the contract such as travel, accommodation, disbursement, translation services and other charges that may be applied must be approved by written procedure from the EPOS ERIC Executive Director.

EPOS ERIC during the contract, can request to the Contractor - by written procedure - to decrease or increase the services, in the maximum proportion of 20% of the total cost.

### 5. Delays to Delivery, Penalties and Revocation

In the case of delays with respect to the agreed dates, EPOS ERIC must be entitled to receive a penalty from the contractor. A penalty must be paid for every seven days-time period started during which the delay takes place at 1% of the value of the part of delivery which has not been possible to put into use as a result of delay. However, the entire penalty must not exceed 10% of the paid value.

### 6. Terms of Invoicing and Payments

The Contractor should send an invoice and a detailed report of the activities performed, progress of work and results.

- ❖ 1<sup>st</sup> Interim Payment = 70% after the launch of the website (Dec 15<sup>th</sup>, 2020)
- ❖ Final Balance = 30% at the end of the contract (June 30<sup>th</sup>, 2021)

Payments will be made in arrears by invoice at 30 (thirty) days net from the acceptance. If there is any reason to query invoices, EPOS ERIC has the right to withhold all or parts of payment.

**7. Invoice address**

EPOS ERIC  
c/o INGV Via di Vigna Murata n° 605  
00143 ROME (ITALY)  
FISCAL CODE 96409510581  
VAT NUMBER IT15152381008  
epos-eric@pec.it

**8. Penalty interest**

If the purchaser does not pay the invoice within the correct time; penalty interest shall be paid in accordance with the regulations in the Italian law.

**9. Sub-contractors**

Subcontractors are not permitted.

**10. Secrecy**

The contractor must be familiar with and shall comply with any rule of secrecy that applies to the EPOS ERIC's operations. The contractor undertakes not to reveal or use any information from the EPOS ERIC, whatever this may be (information on personnel, finance, commercial aspects or research information etc.) which may become known to the EPOS ERIC. The Consultant includes all natural persons and legal entities which are involved through the contractor in any way in order to fulfil his undertakings towards the EPOS ERIC, as well as any other persons who may come into contact with such information in any way. Secrecy will continue to be applied to such information even after the contract in general has ceased to be valid.

**11. Transfer of contract**

This contract may not be transferred to another natural person or legal entity.

**12. Dispute**

Disputes that may arise from this contract which cannot be resolved amicably must be finally settled by a court applying law. Any dispute negotiations must in the first instance take place in Rome – Italy.

This agreement has been created in two identical copies, one for each party involved. The contract is valid when signed by both parties.

**13. Software and content property**

The Contractor will not be entitled to maintain copyright over any of the content of the website, and will not be able to restrict the usage of any materials developed for the purpose of the work undertaken. Once the work is finished, EPOS ERIC must be the exclusive owner of the website and should be able to maintain full control of it and will be allowed to keep it, develop it, and modify it to its liking.

All the SW developed by the Provider during the contract and the third parties supplied software will be transferred to the EPOS ERIC that will proceed to reuse the developed software if necessary.

The provider should deliver 30 days after the deployment in production, the complete backup of the configured system, all the updated sources of the software developed, the complete documentation of the same according to the standards international reference, a detailed use and maintenance manual, both a user level as system administrator.

In order to let the EPOS Communication Office to reuse images and graphic assets and to develop the EPOS ERIC brand identity, the provider should supply all the graphic contents created and used in the website at the best resolution available.

Signatures of authorized parties:

EPOS ERIC

Location/Date

Signature

Print name

Role

CONTRACTOR

Location/Date

Signature

Print name

Role

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