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DELLA TERRA

NEGOTIATED PROCEDURE BELOW THRESHOLD, FOLLOWING AN EXPRESSION OF INTEREST, BY MEANS OF A REQUEST OF OFFER ON THE INAF U-BUY NEGOTIATION PLATFORM, AIMED AT ECONOMIC OPERATORS WHO HAVE EXPRESSED INTEREST for: "Production of Front-End Boards for LEM-X" for the needs of the Project "Earth-Moon-Mars", Codice Identificativo: "IR0000038", Area ESFRI "Physical Science and Engineering", ammesso a finanziamento nell'ambito degli "Interventi" previsti dalla "Missione 4", denominata "Istruzione e Ricerca", "Componente 2", denominata "Dalla Ricerca alla Impresa" ("M4C2"), "Linea di Investimento 3.1", denominata "Linea di Investimento 3.1", denominata "Fondo per la realizzazione di un sistema integrato di infrastrutture di ricerca e innovazione", del "Piano Nazionale di Ripresa e Resilienza" ("PNRR")
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PROCEDURE CODE: EMM-INAF-B-0043
CIG: B254C4D375
CUP: C53C22000870006
CUI: F97220210583202300002

PROCUREMENT CONTRACT

BETWEEN

The Istituto di Astrofisica e Planetologia Spaziali - INAF, hereinafter referred to as "IAPS", with registered office in Rome, Via del Fosso del Cavaliere, 100 – 00133 Rome, Fiscal Code number 97220210583 and VAT number 06895721006 in the person of Doctor Marco Feroci, on the one hand

And

the company Neways Expanding Technologies B.V., hereinafter referred to as "COMPANY", with registered office in Science Park Eindhoven 5010, 5692 EU, Son, The Netherlands, e-mail address: expanding.technologies@newayselectronics.com, VAT NL008094238B01, represented by Neways B.V., as Legal Representative, on the other part

WHEREAS

that following a negotiated procedure without a tender procedure carried out pursuant to the combined provisions of Articles 14, 49 and 50 and of "Annex II.1" of Legislative Decree 31 March 2023, number 36, "Public Procurement Code", in implementation of Article 1 of Law 21 June 2022, no. 78, containing "delegation to the Government in matters of public contracts", approved with Resolution of 04/11/2024 number 438, the contract for the "Production of Front-End Boards for LEM-X" for the needs of the Project entitled "Earth-Moon-Mars" was awarded to the COMPANY Neways Expanding Technologies B.V.;

- that the start of the execution of the Contract has been authorized, with Directorial Decision number 438 of 04/11/2024, under a suspensive condition, pending verification of the requirements set out in articles 94, 95 of the Code, pursuant to the provisions of art. 225, paragraph 8, of the Code, to be finalized with the proposed winning company Neways Expanding Technologies B.V.;
- that with Protocol Minutes 3953 of 12/16/2024, the early execution of the Contract in question was ordered (minutes signed by COMPANY and IAPS);
- that the COMPANY complies with the requirements set by law and that it has submitted what is required for the stipulation of this Contract;
- that the COMPANY, by signing this Contract, declares, pursuant to and for the purposes of articles 1341 and 1342 of the Civil Code (rules regulating private law relationships), to accept all the



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conditions and agreements contained in this contract and to have particularly considered what is established and agreed with the relevant clause

- that the COMPANY has provided a definitive surety bond of €8,200.00 (eight thousand two hundred/00) by means of bank transfer issued by bank ING on 11 September 2025;
- that the COMPANY has submitted the documentation required for the purposes of stipulating this Contract which, even if not materially attached, forms an integral and substantial part thereof;
- that checks have been carried out on the declarations made.

GIVEN ALL THE ABOVE

The Parties, as constituted above, agree and stipulate as follows:

Art. 1 - Value of the premises and attachments

The above premises, the deeds and documents referred to in the same and in the remaining part of this Contract, including the Statement of Work

The performance which is the object of this Contract does not involve any risk of interference.

Regulatory provisions and applicable discipline (PNRR provisions present in this Contract and highlighted in the invitation letter and in the emergency start-up determination)

The execution of the supply which is the object of this Contract is, unless other agreed between the Parties in this Contract, regulated and binding for IAPS:

- a) from the clauses and attachments of this Contract and from the documentation relating to this assignment;
- b) from Legislative Decree 31 March 2023, n. 36 and related annexes;
- c) by Legislative Decree no. 77 of 2021, converted, with amendments, by Law no. 108 of 2021, to Legislative Decree no. 13 of 24 February 2023, as well as the specific legislative provisions aimed at simplifying and facilitating the achievement of the objectives established by the PNRR, the PNC and the 2030 Integrated National Energy and Climate Plan referred to in Regulation (EU) 2018/1999 of the European Parliament and of the Council of 11 December 2018.
- d) from the Decree of the President of the Republic of 5 October 2010, number 207 and subsequent amendments and additions for the parts still in force;
- e) from the "Regulation on the administration, accounting and contractual activity of the National Institute of Astrophysics", prepared pursuant to Article 18, paragraphs 1 and 3, of Legislative Decree 4 June 2003, number 138, approved by the Board of Directors with Resolution of 2 December 2004, number 3, and published in the Ordinary Supplement of the Official Journal of the Italian Republic, General Series, of 23 December 2004, number 300, subsequently amended with Resolution of 2 July 2009, number 46;
- f) from the provisions on State Asset Administration and Accounting;
- g) from the Civil Code;
- h) from Legislative Decree 9 April 2008, number 81 and subsequent amendments and additions;
- i) from EU Regulation number 679/2016 and from Legislative Decree number 196/203 and subsequent amendments and additions;
- j) by Law 14 June 2019, number 55 of conversion of Legislative Decree number 32/2019;
- k) by Law 11 September 2020, number 120 of conversion of Legislative Decree number 76/2020;
- l) from Law 29 July number 108/2021 converting Legislative Decree 77/2021;
- m) by Legislative Decree 9 June 2021, number 80, converted with amendments by Law 6 August



2021, number 113;

- n) from the Decree of the Ministry of Infrastructure of 7 March 2018, number 49;
- o) by Legislative Decree 27 January 2022, number 4, converted with amendments by Law 28 March 2022, number 25;
- p) from Regulation of the European Parliament and of the Council of 12 February 2021 EU number 2021/241;
- q) from the "National Recovery and Resilience Plan", which was officially submitted to the European Commission on 30 April 2021, pursuant to Article 18 of the aforementioned Regulation, definitively approved by the European Council "Economics and Finance" with the Resolution of 13 July 2021 and notified to Italy by the General Secretariat of the European Council with the note of 14 July 2021, protocol number LT161/ 21;
- r) by Regulation (EU) 2018/1046 of 18 July 2018 laying down the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, No 1301/2013, No 1303/2013, No 1304/2013, No 1309/2013, No 1316/2013, No 223/2014, No 283/2014 and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012;
- s) by Legislative Decree 6 May 2021, number 59 converted with amendments by Law 1 July 2021, number 101, containing "Urgent measures relating to the complementary Fund to the National Recovery and Resilience Plan and other urgent measures for investments";
- t) by Law 16 January 2003, number 3, containing "Regulatory provisions in the field of public administration" and, in particular, Article 11, paragraph 2-bis, pursuant to which "The administrative acts, including those of a regulatory nature, adopted by the Administrations referred to in Article 1, paragraph 2, of Legislative Decree 30 March 2001, number 165, which provide for public financing or authorise the execution of public investment projects, are null and void in the absence of the corresponding codes referred to in paragraph 1 which constitute an essential element of the act itself;
- u) from Resolution of the Interministerial Committee for the Economy (CIPE) number 63 of 26 November 2020 which introduces the implementing legislation for the reform of the Project Identification Code (CUP);
- v) from the Decree of the Minister of Economy and Finance of 6 August 2021 relating to the allocation of resources in favour of each Administration responsible for interventions within the scope of the National Recovery and Resilience Plan and corresponding *milestones* and *targets*;
- w) from Article 1, paragraph 1042 of Law 30 December 2020, number 178, pursuant to which one or more decrees of the Ministry of Economy and Finance establish the administrative accounting procedures for the management of the resources referred to in paragraphs 1037 to 1050, as well as the methods of reporting the management of the Fund referred to in paragraph 1037;
- x) from Article 1, paragraph 1043, second period of Law 30 December 2020, number 178, pursuant to which in order to support the management, monitoring, reporting and control activities of the components of the Next Generation EU, the Ministry of Economy and Finance, Department of the General Accounting Office of the State develops and makes available a specific IT system;
- y) from Circular No. 9 of 10 February 2022, issued by the " *Department of the General Accounting Office of the State* " of the " *Ministry of Economy and Finance* ", with which the " *Technical instructions for the drafting of the management and control systems of the Central Administrations responsible for interventions envisaged by the National Recovery and Resilience Plan* " were defined and transmitted;
- z) from the Circular of 21 June 2022, number 27, issued by the " *Department of the General Accounting Office of the State* " of the " *Ministry of Economy and Finance* ", which regulates the " *Monitoring of the Measures envisaged by the National Recovery and Resilience Plan* ";
- aa) from Circular No. 30 of 11 August 2022, issued by the " *Department of the General Accounting Office of the State* " of the " *Ministry of Economy and Finance* ", which defines the " *Guidelines for carrying out control and reporting activities for the Measures envisaged by the National Recovery and Resilience Plan under the responsibility of the Central Administrations and the Implementing Bodies* ";
- bb) from Circular 33 of 13 October 2022, issued by the " *Department of the General Accounting*

Office of the State " of the " Ministry of Economy and Finance ", with which the " Operational guide for compliance with the principle of not causing significant damage to the environment (so-called DNSH) " was updated;

cc) from Article 17 of EU Regulation 2020/852 which defines environmental objectives, including the principle of "Do no significant harm" (DNSH), and the Communication from the EU Commission 2021/C 58/01 containing " Technical guidance on the application of the "do no significant harm" principle under the Regulation on the Recovery and Resilience Facility ";

dd) from the cross-cutting principles set out in the National Recovery and Resilience Plan, such as, among others, the principle of contribution to the climate and digital objective (so-called tagging), the principle of gender equality and the obligation to protect and valorise young people;

ee) Obligations to ensure the achievement of targets and milestones and financial objectives set in the National Recovery and Resilience Plan

ff) from the remaining legislative and regulatory provisions applicable to public procurement and from all legislative and regulatory provisions and circulars adopted in relation to the implementation of the National Recovery and Resilience Plan.

Art. 2 - Object of the Contract

The object of this Contract is the "Production of Front-End Boards for LEM-X", for the Istituto di Astrofisica e Planetologia Spaziali – INAF, for the goal of the implementation of the Project entitled "Earth-Moon-Mars/LEM-X", Codice Identificativo: Proposta IR0000038, area ESFRI "Physical Science and Engineering", Codice Unico di Progetto: C53C22000870006, ammesso a finanziamento nell'ambito degli "Interventi" previsti dalla "Missione 4", denominata "Istruzione e Ricerca", "Componente 2", denominata "Dalla Ricerca alla Impresa" ("M4C2"), "Linea di Investimento 3.1", denominata "Rafforzamento e creazione di Infrastrutture di Ricerca", del "Piano Nazionale di Ripresa e Resilienza" ("PNRR"), CODICE PROCEDURA: EMM-INAF-B-0043, as better specified in the Statement of Work, to be provided in accordance with the methods detailed in the Statement of Work and other technical documents.

The Contractor also undertakes to carry out all related, instrumental and auxiliary activities dependent on the supply as better described and detailed in the Statement of Work and in other technical documents.

Art. 3 - Delivery terms

The services indicated in the previous article must be delivered according to the times and methods indicated in the documentation relating to the assignment referred to in the premises and in this contract.

The Company shall perform the contractual services in the following terms:

Event	Date	Documentation or product to be delivered
Kick-off Meeting	TO - Minutes of 12/16/2024	12/16/2024 - Effective date 06/01/2025
Gate Meeting 1	TO + 2 months	• Integration flow document (DEL 13)
Gate Meeting 2	TO + 7 months	• 6 Bare Front-End Boards (DEL 7) • FEB Design Report (DEL 9)
Final Meeting	TO + 8 months	• 6 Front-End Boards equipped with passive and active components, and ASICs (DEL 1 - 6) • 6 shipping containers (DEL 8) • Declared Materials List (DEL 10) • Declared Components List (DEL 11) • Declared Process List (DEL 12)



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Art. 4 - Fee

The Istituto di Astrofisica e Planetologia Spaziali - INAF will pay the COMPANY the amount of € 164,000.00 (one hundred and sixty-four thousand Euros /00). VAT, equal to 22% (twenty-two percent) will be paid in accordance with the provisions of "reverse charge" art. 17, paragraphs 5, 6, 7, 8 and 9, Presidential Decree no. 633/1972 and subsequent amendments and additions. The overall cost charged to the Istituto di Astrofisica e Planetologia Spaziali - INAF is therefore equal to € 200,080.00 (two hundred thousand and eighty Euros /00). The fee is intended to be inclusive of all charges, obligations and profits and in any case suitable for the regular execution of the Contract which is the object of this Contract.

Art. 5 - Price revision

Starting from the second contractual year, prices are updated, up or down, on the basis of the standard prices recorded by ANAC, the price lists recorded by ISTAT, or, if the above data are not available, in an amount not exceeding the difference between the ISTAT consumer price index for families of workers and employees, net of tobacco (so-called FOI) available at the time of payment of the fee and that corresponding to the month/year of signing the contract.

Art. 6 - Modification of the contract

Istituto di Astrofisica e Planetologia Spaziali (IAPS), pursuant to art. 120 of the Contract Code, reserves the right to exercise all changes to this Contract during execution, provided the changes are agreed with the COMPANY and limited to the conditions and time provided for by the aforementioned provisions.

Art. 7 - Obligations of the COMPANY

The company undertakes:

- a. carry out the supplies and services covered by the Contract, as described in detail in the Statement of Work and using all the facilities and personnel necessary for their implementation as established in the Contract and in the documents relating to this assignment;
- b. carry out all the activities referred to in the Statement of Work according to the methods and timescales indicated therein;
- c. adopt accounting and reporting tools to support possible audits to allow the administration to verify compliance with the law
- d. prepare all the tools and methodologies, including the related documentation, to ensure high levels of service, including those relating to security and confidentiality, as well as to enable IAPS to monitor the compliance of the service with the standards set out in the Contract;
- e. for the personnel employed in any capacity in this contract, to comply with all obligations towards their employees and collaborators, deriving from the current legislative, regulatory and provisions, in terms of remuneration, social security, assistance and insurance
- f. to comply with the rules and legislative provisions regarding accident prevention and workplace hygiene, providing its employees and collaborators with precise instructions on the specific risks existing in the work environment in which they are called to perform their activities.
- g. to ensure that its employees and collaborators observe, to the extent compatible, the Code of Conduct regarding anti-corruption of IAPS personnel, published in the "Transparent Administration" section of the IAPS institutional website. The COMPANY declares that it has read and is aware of the content of the aforementioned Code; in the event of serious violation of the provisions contained



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Osservatorio
Torino

therein, the contracting authority reserves the right to terminate the contract.

h. To carry out the contract in compliance with the principle of "do not cause significant harm to environmental objectives (DNSH) as provided by the COMPANY during the tender process pursuant to art. 17, Reg. (EU) 2020/852

i. Keep and produce, also upon request of the competent authority, all monitoring and reporting documentation, including testing and verification certificates of conformity of the services provided, for each fulfillment also for the purposes of the financing from which the Contract benefits.

j. No hirings are necessary for the execution of this contract, consequently the rule to ensure a quota of at least 30 % of youth and women hirings is not applicable otherwise it will be communicated later.

k. The declaration of the COMPANY "Diversity and Inclusion Policy" with the situation of male and female staff is available at <https://newayselectronics.com/app/uploads/Human-Rights-Policy-final-v2.0.pdf>

l. A report with the compliance with the regulations governing the right to work of people with disabilities is available at <https://newayselectronics.com/app/uploads/Human-Rights-Policy-final-v2.0.pdf>

Art. 8 - Energy and environmental sustainability

The COMPANY undertakes to carry out the services covered by the Contract in accordance with the minimum environmental criteria adopted by the Ministry of the Environment within the scope of the Action Plan for the environmental sustainability of consumption in the public administration sector. (this declaration was made in the documentation submitted at the time of the offer: DNSH)

Art. 9 - Methods of execution

The conditions and methods of execution of the Contract will be exclusively those listed in the documents relating to this assignment, accepted by the COMPANY, which formally undertakes to execute the Contract under the conditions and with the methods set out in the aforementioned documents.

Providing the service it is intended to include all charges and expenses, none excluded.

The COMPANY undertakes to comply with all indications relating to the good and correct execution of the Contract that may be given by the IAPS.

Art. 10 - Subcontracting

Since the COMPANY did not declare its intention to subcontract part of the supply in the offer, subcontracting is not permitted.

Art. 11 - Transfer of the Contract

Neither party may assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except that either party may assign this Agreement to the surviving party in a merger of that party into another entity or in an acquisition of all or substantially all its assets. No assignment becomes effective unless and until the assignee agrees in writing to be bound by all the assigning party's obligations in this Agreement. Except to the extent forbidden in this Section, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.



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Art. 12 - Penalties

In the event of delay in the execution of this Contract, the COMPANY will be required to pay a penalty equal to 1 per thousand of the contractual amount, for each day of delayed delivery with respect to the deadline indicated in the formal notice, up to a maximum of 5% (5 percent) of the same amount.

Due to the specific nature of the services covered by this contract, any remodulations of the events defined in this Contract, dictated by project requirements, may be agreed with the successful tenderer, through written communication, without any cost to the COMPANY.

Art. 13 - Final guarantee

The COMPANY has presented a definitive guarantee as per the preamble, which will be released in the manner and within the timeframes established by law. The COMPANY undertakes to keep the guarantee valid and effective for the entire duration of this Contract.

Art. 14 - Verification of conformity, invoicing and payments

The final verification of the conformity of the supplied supplies will be carried out by the Direttore di Esecuzione del Contratto. If this check is successful, the COMPANY will be authorized in writing to issue an invoice. IAPS will pay the fee, after the COMPANY has sent a regular invoice. The payment of the fee will be made by bank transfer to a dedicated current account, indicated by the company, even on a non-exclusive basis, for public procurement within thirty (30) days net after receipt of the corresponding invoice. Pursuant to law number 136/2010 and subsequent amendments and additions, the COMPANY undertakes, to ensure the traceability of financial flows relating to this Contract (CIG number B254C4D375 and CUP number C53C22000870006) under penalty of termination of the contract. Payment will be subject to the official verification of the COMPANY's contribution regularity as well as the checks provided for by art. 48 bis of Presidential Decree number 602/1973 and subsequent amendments and additions, by IAPS. The COMPANY undertakes to promptly communicate to IAPS any changes in bank details, exempting IAPS in the absence of such notification from any liability for payments made, even if the aforementioned changes are published in accordance with the law.

Art. 15 - Supply guarantee, force majeure and liability

1. The COMPANY guarantees the supply object of this Contract for a period of 12 (twelve) months from the date of issue of the certificate of verification of conformity. The COMPANY undertakes to repair or replace at its own discretion and expense those parts of the supply that, due to defects in workmanship and/or quality of material, are found to be unsuitable or defective, as well as to carry out all consequent services.

2. This guarantee shall not apply to: (a) Items furnished by IAPS; (b) supply that has been repaired or altered by anyone other than the COMPANY so as, in the COMPANY's judgment, affects the same adversely; (c) the supply that appear to be subjected to negligence, accident or damage by circumstances beyond COMPANY's control or improper or any non-COMPANY operation, maintenance or storage, or to other than normal use or service; (d) malfunctioning of the supply or services owing to materials or components supplied or imposed by IAPS; (e) defects/non-conformities caused by normal wear and tear, or (f) defects/non-conformities caused by acts in contradiction to COMPANY's instructions, indications or advice. The foregoing guarantee does not cover reimbursement for labor, transportation, removal, installation, dismantling and reassembling the supply in case it was

assembled in another equipment, or any other expenses that may be incurred in connection with repair or replacement.

3. The Contract sets out the COMPANY's entire liability towards IAPS, provided that nothing shall limit or exclude the COMPANY's liability:

- (a) for damage resulting from the willful intent or deliberate recklessness of the COMPANY or of individuals charged with the management of the COMPANY;
- (b) for fraud or fraudulent misrepresentation;
- (c) insofar such limitation of liability violates any mandatory law.

4. Subject to Article 15, 3, the COMPANY shall not have any liability to IAPS (whether for breach of contract, tort, misrepresentation, restitution or otherwise) including pursuant to any indemnities for any a) loss of profits; b) loss of bargain; c) loss of contract opportunity or expectation; d) loss of use; e) loss of revenue; f) loss of anticipated savings; g) loss of tender and/or bid costs; h) loss of re-tender and/or re-bid costs; i) loss of or corruption of data or information; j) loss of sales; k) losses arising out of increased operating costs; l) loss resulting from third party claims; m) loss of reputation; n) depletion of goodwill or similar losses; or o) pure economic loss (in each case whether direct or indirect) or for any (other) special, indirect, or consequential loss costs, damages, charges or expenses whatsoever and howsoever arising.

5. Subject to Article 15, 3 and 4, the COMPANY's total liability arising out of or in connection with the Contract whatsoever and howsoever arising shall in all circumstances, including pursuant to any indemnities and whether or not expressly made subject to this Article 15, be limited to 30% of the annual amount (calculated over the previous 12 month period from the moment the claim occurred) invoiced by the COMPANY to IAPS (exclusive of taxes).

6. Causes of action and defenses based on facts that would justify the assertion that IAPS has suffered damage for which the COMPANY is liable, lapse after a period of one (1) year calculated from the day on which the damage arose.

7. IAPS indemnifies the COMPANY against any claims and impending claims by third parties against the COMPANY, the costs (including reasonable legal fees) of defense against such claims, and any obligations the COMPANY has to third parties if such claims, costs and/or obligations arise from or in connection with any act or omission, or any use of the supply or services, by IAPS (or any third party engaged or employed by IAPS), and/or any failure by IAPS to properly perform any term of the contract.

8. Except for IAPS' payment obligations, neither Party shall be liable for delays caused by conditions beyond their reasonable control or events occurring in or affecting the COMPANY' premises or business or those of its subcontractor and/or its suppliers, which may disrupt the organization or business activity of the company, ("Force Majeure"), provided notice thereof is given to the other Party.

Force Majeure shall include without limitation, act of God, lock-outs, strikes, illness, epidemic, pandemic, war, insurrection, riot, civil commotion, act or threat of terrorism, embargos, lightning, earthquake, fire, flood, storm or extreme weather condition, theft, malicious damage, lockout, industrial dispute (whether affecting the workforce of a Party and/or any other person) breakdown or failure of plant or machinery or machinery accident, rejection of parts during the manufacturing process, interruption or delay in the transportation or procurement of raw materials or components, allocation, lack of raw materials, governmental measures/restrictions, transport issues, shortcomings

by third party suppliers, or any other event outside the control of the COMPANY, its subcontractors and/or its suppliers.

9. All such Force Majeure conditions preventing performance shall entitle the Party hindered in the performance of its obligations hereunder to an extension of the date of delivery of the supply or completion of the Services by a period of time equal to the period of delay incurred as a result of the Force Majeure or to any other period as the Parties may agree in writing.

10. If the period of Force Majeure lasts longer than ninety (90) days, the COMPANY will be entitled to terminate the contract.

Art. 16 - Company composition

The COMPANY undertakes to communicate to IAPS any changes in the corporate composition.

Art. 17 - Resolution and withdrawal

The Parties reserves the right to terminate this Contract, pursuant to and for the purposes of art. 1456 of the Civil Code with written notice to be sent by registered mail with acknowledgement of receipt (a/r) or by certified electronic mail (PEC), with 20 (twenty) days' notice, in the following cases:

- a) repeated and aggravated breaches attributable to the COMPANY, proven by at least 3 (three) official contestation documents;
- b) if a definitive provision has been issued against either Party which provides for the application of one or more preventive measures pursuant to art. 67 et seq. of Legislative Decree number 159/2011 and subsequent amendments and additions, or if a final conviction has been issued for fraud against IAPS, subcontractors, suppliers, workers or other parties in any way interested in the Contract, as well as for serious violations of the obligations relating to safety at work;
- c) for the definitive determination of serious violations of social security and insurance regulations, as well as the payment of taxes and duties. Any serious violations will result in termination of the contract or withholding of the guarantee

IAPS also reserves the right to unilaterally withdraw from the Contract at any time, with at least 60 (sixty) calendar days' notice, to be communicated to the COMPANY by registered letter with acknowledgement of receipt (a/r) or by certified electronic mail (PEC). In the event of withdrawal, the COMPANY will be entitled to the full fee.

Art. 18 - Governing Law and Dispute Resolution

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the substantive laws of Italy, excluding its conflict of law rules.

Any dispute, controversy, or claim arising out of or in connection with this Agreement shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC), in force at the time of commencement of the arbitration.

The seat of arbitration shall be The Hague, The Netherlands. The arbitration shall be conducted in the English language. The arbitral tribunal shall consist of one (1) arbitrator, unless the ICC Court determines that a panel of three (3) arbitrators is more appropriate.

The award rendered shall be final and binding upon the Parties, and judgment upon the award may be entered in any court of competent jurisdiction.

This Agreement is drawn up in both English and Italian language (as languages adopted by the two



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parties).

All communications, notices, and dispute resolution procedures shall be conducted in English, unless otherwise agreed in writing by the Parties.

Art. 19 - Contractual expenses

The COMPANY shall bear all tax charges and contractual expenses, including stamp duty expenses of Euro 120 (one hundred and twenty/00). VAT in the amount required by law shall be borne by IAPS. This Contract is stipulated in the form of a private deed, subject to registration in case of use pursuant to art. 5 of Presidential Decree number 131/86 and subsequent amendments and additions.

Art. 20 - Execution of the contract

The function of Responsabile Unico del Progetto (RUP) is entrusted to Doctor Ettore Del Monte, an employee of INAF at IAPS. The function of Direttore di Esecuzione del Contratto (DEC) is entrusted to Doctor Yuri Evangelista, an employee of INAF at IAPS.

Art. 21 - Monitoring

The company undertakes to collect and transmit the data relating to the procedural execution of the work, the procedural execution, the physical implementation, and the financial execution necessary for the Implementing Body for the purposes of uploading onto the ReGiS platform.

The COMPANY keeps the relevant supporting documentation on adequate IT media, in order to ensure complete traceability of the operations and the maintenance of a specific separate accounting coding for the use of the National Recovery and Resilience Plan resources pursuant to art. 9 paragraph 4 of Legislative Decree 77 of 2021.

Art. 22 - Information and Advertising

Pursuant to Article 34 of Regulation (EU) 2021/241, the parties shall ensure adequate visibility of the results of the investments and the European Union funding, giving visibility to the origin of the funding:

- by correctly and visibly displaying in all communication activities at project level the EU emblem with an appropriate funding statement reading "funded by the European Union - NextGenerationEU";
- ensuring that the origin of the funds is recognised by the final recipients;
- by inserting the emblem of the European Union with the same prominence and visibility as any other logos using the following disclaimer in the documents: *"Funded by the European Union - NextGenerationEU. The views and opinions expressed are however only those of the authors and do not necessarily reflect those of the European Union or the European Commission. Neither the European Union nor the European Commission can be held responsible for them"*

Art. 23 - Confidentiality

The Parties are obliged to keep confidential the data and information it comes into possession of and in any case becomes aware of that are classified as such; not to disclose them in any way and not to



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DIPARTIMENTO
DEI PROGRAMMI
E DELLE ATTIVITÀ



INAF
Istituto Nazionale
di Astrofisica

use them for any purpose other than those strictly necessary for the execution of the Contract.

Art. 24 - Data Processing

The COMPANY declares that it has been informed about the processing of data collected in execution of this Contract and that it has informed and acquired, if necessary, the relative consent of the interested parties whose personal data are provided within the scope and for the purposes of the same. In the execution of this contract, the COMPANY and its personnel, as authorized to process personal data, undertake to comply with the provisions contained in EU Regulation number 2016/679 and Legislative Decree 196/03 and subsequent amendments and additions, as well as to process only the functional, necessary and pertinent data for the execution of this contract in a lawful and correct manner, within the limits of the object and purposes described for the same. In the event of designation as Data Processing Manager, the COMPANY undertakes to accept the assignment and to observe the obligations contained in the document called "data processing manager designation contract" which, once signed, will constitute an integral part of this Contract. The COMPANY must ensure that the personal data being processed will be managed within the EU and that no transfer of the same will be made to a third country except under the conditions set out in the Regulation.

Data Controller for INAF inafsedecentrale@pcert.postecert.it - Data Protection Officer: email: rp@inaf.it

Data Controller for the COMPANY: Bob Konings - Data Protection Officer: email: Bob.Konings@newayselectronics.com

Art. 25 - Effectiveness of the contract

This Agreement is signed digitally for a single effect. It is binding for the COMPANY from the date of signing, but will become binding for IAPS only after signing by its Legal Representative. The Contracting Parties, before signing this Agreement, declare it to be in accordance with their will.

Mr Bob Konings
Neways Expanding Technologies B.V.

Doctor Marco Feroci
INAF - IAPS

Neways B.V. by Mr Michiel van der Maat
Neways Expanding Technologies B.V.

Doctor Marco Feroci
INAF - IAPS


Neways B.V. by Mr René Timmers
Neways Expanding Technologies B.V.

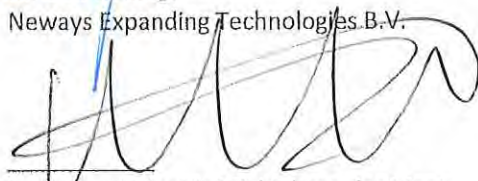
Doctor Marco Feroci
INAF - IAPS


Pursuant to and for the purposes of art. 1341 of the Civil Code, the COMPANY declares that it accepts all the conditions and agreements contained in this contract. In particular, it declares that it expressly

approves the following articles:

- Penalties;
- Compliance, invoicing and payments verification;
- Resolution and withdrawal;
- Competent court.


Mr Bob Konings
Neways Expanding Technologies B.V.


Neways B.V. by Mr Michiel van der Maat
Neways Expanding Technologies B.V.


Neways B.V. by Mr René Timmers
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