

CONTRACT

Supply and assistance for the installation of oceanographic buoys for automatic measurement of marine weather parameters with remote control system and remote management of data transmission

The year day of the month of

BETWEEN

La Stazione Zoologica A. Dohrn with registered office in Naples on
XXXXXXXX XXXXX XXX XXXX with office at **XXXXXXXX** in Via
XXXXXXXXXXXXXXXXXXXXXXXXXXXX no. **XXX**, tax registration number
 no.**XXXXXXXXXXXX**, represented by in his/her capacity as legal
 representative of the Entity domiciled at the headquarters, hereinafter referred to
 as the instructing party

AND

XXXXXXXX XXXXX XXX XXXX with office at **XXXXXXXX** in Via
XXXXXXXXXXXXXXXXXXXXXXXXXXXX no. **XXX**, VAT registration number
 no.**XXXXXXXXXXXX**, registered at the Chamber of Commerce of **XXXXXXX**
 — Registry of Companies - no.**XXXXXXX** **Economic Administrative Index**
 no. **XXXXXXX**, represented by Mr. / Ms. / Mrs. **XXXXXXXX** in his/her
 capacity as legal representative of the Company domiciled at the headquarters,
 hereinafter referred to as the Company or the supplier

WHEREBY

- the Stazione Zoologica A. Dohrn, within the limits of the project, with invitation to tender published in the Official Gazette of the European Union on of in the Official Gazette of the Italian Republic – V Special Series no. of, and on the websites has launched an open procedure to subcontract the supply and assistance for the installation of oceanographic buoys for automatic measurement of marine weather parameters with remote control system and remote management of data transmission – CIG
- the technical and operational characteristics of the oceanographic buoys object of lot no. of the open procedure, are described in the technical specifications laid as the basis of the tender;

- the above mentioned characteristics together with the terms, timeline and all other circumstances connected with the performance of supply are known to all competitors and the availability was included in the Tender, in this contract and related addenda;
- the Company has participated in the tender and presented a technical and economic offer for Lot and Lot (possibly even one lot);
- following the examination of the technical and economic offers, the commission appointed by the Stazione Zoologica, established that the Company is the provisional winner of the tender related to Lot no. – concerning supply and assistance for the installation of no. buoys – this offer is attached to the present contract and it is an integral part (Attachment);
- by the order of the, the Stazione Zoologica A. Dohrn endorsed the conclusions reached by the adjudicating commission and ordered the final award of the tender to the above mentioned company
- the final award was announced to other bidders by mail dated
- verified the satisfaction of the general requirements of Article 38 of Legislative Decree no. 163/2006, of the technical, economic and financial requirements for participation in the tender, and those referred to the anti-mafia legislation, it befall the stipulation of this contract;

THEREFORE

it is hereby agreed as follows:

ART. 1) – VALUE OF THE PREMISE, TECHNICAL SPECIFICATIONS AND TECHNICAL-ECONOMIC OFFER OF THE COMPETITOR, RISK ASSESSMENT DOCUMENT

The premise above is an integral and substantial part of this contract. Equally, even if they are not physically attached to this contract, they are an integral and substantial part of this contract and have contractual value, the Technical Specification for Lot No. And (possible Lot) and its attachments, the technical-economic offer made by the competitor in the bid.

The parties acknowledge that if there is a conflict between these documents, the most favorable forecast for the Stazione Zoologica will prevail.

ART. 2) – SUBJECT RULES OF SUPPLY AND ASSISTANCE FOR

INSTALLATION

The supplier..... is committed to implement and deliver on Location, location better identified in Attachment, no. for automatic measurement of marine weather parameters with remote control system and remote management of data transmission meeting the provisions of the Special Technical Specifications - technical part and the technical offer presented by the competitor at the time of participation in the tender for Lot, the special technical specifications and the offer that, though not physically attached to this contract, constitute an integral part thereof.

The buoys will be assembled and complete with every necessary element and ready for installation at the time of delivery.

The installation will be managed by a trusted supplier of the contracting party that will receive the buoys, which will operate following the instructions of the supplier.

The supplier, under this contract, is required to ensure the local presence of its technicians for the entire period of the installation, in order to provide any necessary information and all necessary assistance to the trusted supplier of the contracting party, so that the buoy will be installed correctly and meeting all technical requirements.

With the signing of this contract, the supplier ensures the smooth installation of the buoy (s) and agrees that the testing of the same will take place after installation. From now, the supplier expresses renunciation of opposing the contracting party and the contracting party the recipient of the buoy(s), in justification of any faults and defects of the buoy (s), errors and / or deficiencies in the installation process. The supplier, when entering into this agreement, has assumed the obligation to ensure the contracting party and the contracting party that the buoy(s), thanks to the assistance and indications that it will provide to the supplier installation company, will be installed correctly and meeting all technical requirements.

ART. 3) – TIMELINE FOR COMPLETION OF SUPPLY AND DELIVERY

The buoy must be received at the location indicated on the above mentioned Article 2, assembled and complete with all elements, at the expense and risk of the supplier within 75 (seventy-five) calendar days, starting from the date of

delivery of the delivery order. Such order will be written by the procedure officer and/or the Director of the contract within days from the signing of this contract (or in the case of urgent early delivery, within calendar days from the date of the above mentioned verbal notice on).

The supplier will remain the guardian of the buoy(s) and assume all subsequent costs, burdens and responsibilities until the completion of the installation of the same.

ART. 4) – OBLIGATIONS OF THE CONTRACTOR TO PROVIDE NOTICES OF PROGRESS OF DELIVERY

The supplier must notify, by mail at the address, with an advance of days, the procedure officer and the Director of the contract, the date and time when the buoys will be transported to the location in order to allow the contracting party to make the necessary observations. The supplier must also communicate always by mail at the address with an advance of, the date and time when the operations of support for the installation will be started. Once completed, it will also report the successful completion of the same.

ART. 5) REPORTS OF TRANSPORTATION AND COMPLETION

By days from the notification referred to in Article 4), the procedure officer and / or on behalf of the Director of the contract will provide the report on findings of the transportation of the buoy(s).

The inspection report will include the certification of the state of the buoy(s), as well as the tests and checks carried out before the installation.

The aforementioned inspection report shall not be construed as acceptance of the supply, being the acceptance of the supply subject to the approval of the test certification by the contracting party.

ART. 6) – CHECKS DURING CONSTRUCTION AND COMPLETION CERTIFICATION

The buoy(s) will be subject to inspections during construction, after completion of the same, and after transportation to the destination site.

The buoy(s) will be certified after installation.

The verification and certification tests will be submitted by the Stazione Zoologica to technicians of their choice which may, at their discretion, access

and carry out checks at the production / assembling plant of the buoys.

The final certification will be carried out as specified, after the completion of the installation work within days of preparation of the official report the successful installation. The test certificate will be sent to the Stazione Zoologica, which reserves the right to approve it in the next days. The approval of the test certificate is tantamount to the acceptance of the supply.

ART. 7) – WARRANTY – SERVICE – TRAINING

The supplier is responsible for ensuring the smooth operation of the marine weather buoys covered by this provision, for a period of 12 months from the date of approval of the test certificate. During this period, the supplier must provide at his own expense and replace all the elements which may result in malfunction and / or inoperation, without any additional burdens and costs for the Stazione Zoologica.

In addition to the bond of guarantee laid by the supplier, the supplier is requested to provide assistance to the Stazione Zoologica, within the same 12-month period,. The following activities are included as assistance:

a) the creation of a training course for the staff that will be responsible for the management of the buoy.

The training course will be long enough to provide the personnel responsible all the information and instruction needed and cannot, however, have a duration of less than 2 (two) days;

b) the provision of explanations and instructions by mail and / or by phone and / or by sending specialized personnel to the site.

All costs that the supplier will have to incur for warranty and service, including the training courses, are included and paid in the contract's total amount.

ART. 8) – PENALTIES - TERMINATION CLAUSE

The supplier declares to be aware that the terms of Article 3 cannot be extended and that any delay in the installation of buoys than the term of days from the signing of the delivery, would lead to dire consequences to be borne by the Stazione Zoologica. Such consequences can also result in the reduction and / or cancellation of the funding.

In case of delay in regards to the fixed deadline for the overall supply and installation of buoys under this contract, the supplier will be charged an amount equivalent to% of the amount of the contract for each day of delay,

with the maximum limit of 10%, subject to the right of the contracting party to obtain compensation for the greatest damage the contracting party may suffer due to the delay and to request the termination of the contract pursuant to Article 1456 of the Civil Code.

ART. 9) – CONSTRUCTION OF THE BUOYS

The supplier is obliged to assemble the buoys under this contract correctly and meeting all technical requirements, in compliance with the provisions included in the Technical Specifications and in the technical proposal submitted by the competitor. It declares that the buoys will be made and assembled in the plant located in and it confirms that all the elements that will be used in the construction and assembly of each buoy are produced by factories located in territories

Upon signing of this contract, the supplier delivers to the Stazione Zoologica a list indicating all the components of the buoys, the name of the manufacturer and the respective manufacturing locations.

The Stazione Zoologica reserves the right to complete any checks.

ART. 10 – CUSTODY AND MAINTENANCE

The supplier shall bear, until the approval of the certification, the custody and maintenance of the buoys, as well as all civil and criminal liabilities associated with the custody and agrees to indemnify and hold the Stazione Zoologica free from any liability and / or responsibility.

ART. 11 – PERSONNEL

The supplier, upon the signing of this contract, states and warrants that the staff who will be employed for the construction, transportation and installation support of the buoys will have the necessary experience and expertise to perform the tasks required. This staff will be regularly employed and supervised.

The supplier is obliged to remunerate the staff employed in compliance with the law and by the National Labor Collective Contract and it accepts to provide to the contracting party proof of completion of obligations, as well as the timely fulfillment of tax and social security obligations.

The supplier is required to verify whether the employees responsible for the installation of buoys is in possession of the experience and expertise needed.

ART. 12) - COMPLIANCE OF SAFETY REGULATIONS

The supplier is required to adopt and observe all laws and regulations relating to

safety and accident prevention in the production, transportation and in the installation of the buoy(s) and to take all cautions so as to ensure the safety of workers employed.

It is required to adopt procedures and to carry out services in compliance with the provisions of the regulations regarding safety in the workplace.

The procedures to be adopted by the contractor must comply with the provisions of the legislation on safety at work and environmental protection.

The supplier will be solely responsible for the choices made and any potential negative consequences and it states that it will assume to bear the sole responsibility for the choices made and any negative consequences.

The failure to adopt and / or the failure to update and / or failure to comply with the procedures laid, will constitute serious breach of contract that would result on the resolution of the contract with all the consequences borne by the contractor, pursuant to the Article 1456 Civil Code.

ART. 13) TOTAL AMOUNT

The supplier will receive a fixed, invariable and all-inclusive total amount of € for the completion of all required activities, the amount will be determined by applying to the base amount of the tender the discount of offered by the competitor.

The amount of the contract will not be subject to Value Added Tax pursuant to Presidential Decree 633 dated 26.10.1972 - art. 72, paragraph 3 about the 85% measure. Therefore, the tax base of the total amount will be 15%.

At the time of participation in the tender, the supplier has quantified the costs of internal security that will be covered by the contract's total amount, in the amounts already determined.

The predicted amount of € includes and compensates all direct and indirect costs, without exception, that the supplier will have to allow the Stazione Zoologica to achieve the results promised by signing this contract. It involves the correct supply and installation of fully functional and suitable oceanographic buoys for automatic measurement of marine weather parameters with remote control system and remote management of data transmission in agreement with the provisions of the Special Technical Specifications - technical part and the technical offer of competitor.

By way of example, the supplier will cover the cost of all the elements that make up the buoys, labor costs, all costs to be incurred for the production / assembling, transportation, assistance for the installation, activation of the buoys and consequently, the cost of the vehicles, machinery, equipment, supplies, costs and charges for inventory management, their storage and their procurement, the cost of permits for personnel, vehicles, the cost of collection and waste disposal, the cost of transportation of the buoys until the planned location for the installation, the cost of technical officers available to assist at the location including cost of transfer, room and board etc.-.

The supplier acknowledges that in determining the total amount, it has taken into account all fees and costs that it will have to incur to perform correctly, in compliance with the provisions of this contract.

ART. 14) — ESCLUSION FROM PRICE REVIEW

Given the short duration of the contract, the total amount is fixed and invariable for the entire duration of the contract, to the extent contractually established. There will be no price revision for any reason, since it was an aleatory selection of the company for the entire duration of the contract, and that in derogation from Article 1664 cc also.

ART. 15) – TERMINATION CLAUSE

The contracting party will verify, through inspections and visits, the smooth completion of the supply and installation by the supplier. This verification will be conducted by the procedure officer or director of the contract A similar verification power is also allowed to the inspectors during the construction and / or tests.

In case that the outcome of these checks would indicate a discrepancy in the performance compared with the agreed terms, the procedure office and / or the Director of the contract will contest the irregularity / or non-compliance found to the supplier in writing and request him to provide justifications and counter-arguments within three days.

In case the justifications should not be considered acceptable by the contracting party, the supply contract will be terminated, based on the recommendation of the procedure officer.

ART. 16) — PAYMENTS — OBLIGATIONS TRACKING — BAN ON RECEIVABLES ASSIGNMENTS

The total amount due to the supplier, to the extent established in the previous article), will be paid to the supplier as follows: within 30 days from the positive test certification.

Each payment will be made by bank transfer, upon verification, through the examination of DURC, of the regular contributions of the supplier and examination of the documentation certifying the regular payment of salaries and wages payable to staff employed.

The provider assumes all obligations of traceability of financial flows in art. 3 of Law 13 August 2010 no. 136, and the subsequent revisions.

The supplier commits to immediately inform the Contracting Party and the Prefecture - Local Government of Naples of any news of the failure of its counterpart's (sub-contractor / subcontractor) obligations of financial traceability.

For the traceability of financial flows related to this contract, the supplier adopts the following identification code of the tender:

ART. 17) PROCEDURE OFFICER AND DIRECTOR OF CONTRACT

The supplier acknowledges that the Stazione Zoologica has designated, as the procedure officer, and Mr., as Director of the contract. Any replacement and / or new appointments will be notified in writing by the Stazione Zoologica.

ART. 18) – BAN ON THE RESALE OF THIS AGREEMENT.

It is forbidden to the supplier to assign this agreement. Such assignment is equivalent to the sale and / or the transfer of the company and / or of the business unit to which this contract is set. The violation of this prohibition will be considered gross misconduct and will lead to termination of the contract with all consequences pursuant to Article 1456 Civil Code.

ART. 19) – BAN ON CREDIT RESALE

The credits derived from this contract cannot be transferred by the supplier, outside of the conditions referred to in Legislative Decree no. 163/2006 and related regulations.

ART. 20) - DEPOSIT

Together with the signing of this contract, the supplier delivers to the Stazione Zoologica a surety issued by, in agreement with the provisions of article 113 of Legislative Decree no. 163/2006, by the amount of € to guarantee performance of the service and the timely fulfillment by the supplier, with all the obligations arising from the contract and any compensation for damages caused to the Stazione Zoologica due to the default of this contract.

The aforesaid surety will be released by the Stazione Zoologica within days from the approval of the test certification.

ART. 21) - INSURANCE

The supplier is obligated to maintain the following insurance policies and civil responsibility guarantees for the duration of the contract, until the approval of the test certification: damages, theft and / or fire and / or tampering that can occur up to the approval of the testing. (.....) Concurrently with the signing of this contract, the vendor delivers to the Stazione Zoologica copy of the said insurance policies.

ART. 22) — PERSONAL DATA

The Contractor with the signing of this Agreement, authorizes the processing of personal data concerning him or her, in respect to the obligations and formalities under this Agreement.

In carrying out the activity, the supplier may become aware of data / information. The ownership of such data, according to the Legislative Decree no 196/2003 on the treatment of personal data, is held by the Stazione Zoologica. In this case, the contractor must "treat" the aforementioned personal data in full respect of the M. law 196/2003 and especially the part related to security measures. It is therefore absolutely forbidden to disclose personal information acquired to third parties if not in fulfillment of legal obligations or following fulfillment of the contract with the Stazione Zoologica and it is also obliged to carry out any "treatment" in respect of the rights of those concerned and then allow the process owner the erasure, blocking, update, correction or modification of data.

ART. 23) ELECTION OF DOMICILE-CHANGES

For the purposes of this Act, each the parties elect its registered office as

domicile, where they shall be notified of all acts pertaining to the activities referred to in the contract.

Any eventual change of domicile shall be promptly communicated from one part only by registered letter r.r.

ART. 24) — REGISTRATION

This agreement will be subject to registration. Registration and consequential fees are the sole responsibility of the supplier to the extent established by law.

ART. 25) — ADDRESS

For the purposes of this Act, each the parties elect its registered office as domicile, where they shall be notified of all acts pertaining to the activities referred to in the contract.

Each possible change of venue shall promptly be communicated from one part only by registered letter rr

ART. 26) — JURISDICTION

Any disputes shall be resolved exclusively at the Court of Naples and notwithstanding any other place of jurisdiction,.

..... SIGNATURES

Under article 1341 of the Civil Code, the undersigned company declares to expressly accept the following clauses, acknowledging that its contents were assessed and agreed upon.