

CONTRACT OF RESEARCH

A contract (hereinafter the "Contract") made –

BETWEEN

Politecnico di Milano (C.F. 80057930150; P.IVA 04376620151), headquarters located in Milano, Piazza Leonardo Da Vinci, 32, 20133, (hereinafter referred to as "**POLIMI-DAER**") represented by Marco Lovera, Head of Department of Aerospace Science and Technology and the Legal Representative;

AND

ISTITUTO NAZIONALE DI ASTROFISICA – ISTITUTO DI RADIOASTRONOMIA (C.F. 97220210583 - P. IVA 06895721006), headquarters located in Bologna, Via P. Gobetti 101, 40129 (hereinafter referred to as "**INAF-IRA**") represented by Dott. Gianfranco Brunetti, Director.

Hereinafter referred to individually as "Party" and jointly as the "Parties".

GIVEN THAT

- A) It is foreseen that INAF-IRA **develops algorithms for the characterisation of targets, observed with EUSST sensors, and procedures for the tasking of sensors, within the EUSST network**, which is part of the SST Networking, Security & Data sharing-Horizon Europe TOP5 project (the "**Project**") under Grant Agreement N. 101125121 – **HE_EUSST_SD_TOP5** (hereinafter the "**Grant Agreement**");
- B) Part B: Technical description of the Grant Agreement indicates the Applicable and Reference Documents. Among them, the specific terms and conditions, rights and obligations of the Partnership Agreement ref. n. EUSST_AG_0001_Space Surveillance and Tracking (SST) Partnership Agreement 2022-11, referred to below as the "**Partnership Agreement 2022-11**", must be applied to the Project;
- C) POLIMI-DAER performs studies, designs, developments and analysis in these areas;
- D) POLIMI-DAER has expressed its availability and interest in the aforementioned collaboration.
- E) POLIMI-DAER has provided a definitive guarantee equal to 5% of the contractual amount and therefore for an amount of € 9.024,00, by means of a definitive surety bond number 301959/25, issued by the AGENCY Banca Popolare di Sondrio S.p.A. of Sondrio on 10/10/2025;

Considering the above,

IT IS HEREBY AGREED AS FOLLOWS

Art. 1 - Purpose

This Contract is linked to the Grant Agreement, and it serves both to govern the Parties' obligations concerning the activities referred to Article 6 of this Contract, and to enable the fulfilment of the obligations of INAF-IRA, towards the European Commission and the other Project beneficiaries under the Grant Agreement.

Art. 2 - Applicable laws and rules

This Contract will be governed, in addition to the Grant Agreement and the Partnership Agreement 2022-11, by the following:

- (a) all the EU regulations on participation in the Partnership Agreement 2022-11;
- (b) the Commission's interpretation and application of the said regulations;
- (c) the applicable Italian legislation; and
- (d) from the internal discipline of the INAF-IRA.

Art. 3 - Relation between the Parties

The relationship between the Parties will be managed by the Project Managers.

Art. 4 - Project Managers

The scientific responsibility for POLIMI-DAER is entrusted to Doc. Marco Felice Montaruli

At INAF-IRA the person in charge of the activities is Doc. Germano Bianchi, supported by the INAF-IRA scientific/technical team. INAF-IRA and POLIMI-DAER are requested to communicate to each other the names of the other staff units and collaborators involved.

Art. 5 - Duration

The contract shall start directly with the date of its last signature and will be closed after the complete review and validation of all deliverables, no later than the end of 10/2026 (extendable in case of amendment by the European Commission).

Art. 6 - Objectives

INAF-IRA hereby assigns to POLIMI-DAER the activities defined in paragraph A) of the preamble hereabove according to the **Stament of Work** attachment to this Contract. These activities must be carried out in close collaboration with INAF-IRA. POLIMI-DAER will provide advice to the INAF-IRA research group, in order to identify the best solutions to obtain the required characteristics, specified in the Stament of Work.

Art.7 - Place

- (a) The activities described in this Contract will take place at INAF-IRA laboratories, in particular at the Medicina Radio Astronomical Station, at Via Fiorentina 3513 - 40059 - Medicina (BO), Italy and at the POLIMI-DAER's premises in Via La Masa, 34 -20156- Milano, Italy.
- (b) The Parties agree to allow each other the free access to the areas that will be identified to develop the work, subject to the internal health and safety and security rules of each Party. Trips to other locations can be organized, according to the conditions to be agreed in advance between the Parties.

Art. 8 - Obligations of the Subcontractor

1. The POLIMI-DAER undertakes specifically:

- (a) to carry out the activities referred to in Article 6 above (the **"POLIMI-DAER Activities"**), with the due diligence required by the particular scientific and professional content of such activities and in consideration of the fact that such activities are necessary for the INAF-IRA to fulfil its obligations as arising from the Grant Agreement;
- (b) to draw up all the reports on the said activities according to the scheme indicated in the Stament of Work;
- (c) to comply with the general guidelines of the Project in the phases described in Annex 1 of the Grant Agreement, and to allow INAF-IRA to fulfil its reporting and administrative obligations;
- (d) to keep secret all confidential information, which it becomes aware of in connection with the Grant Agreement and this Contract, for a period of 4 (four) years following the official end of the Project;
- (e) to communicate to INAF-IRA, as soon as possible, by means of registered mail, all default events related to this Contract and, in particular, those that could compromise the exact execution of the POLIMI-DAER activities;
- (f) to present its invoices bearing the reference to the Project as indicated in the Article 11.3 below and containing information on the services performed in connection therewith; and
- (g) to comply with the obligations set out in the Grant Agreement as far as it is concerned and in particular the obligations set out in articles 13 (CONFIDENTIALITY AND SECURITY), 17 (COMMUNICATION, DISSEMINATION AND VISIBILITY), 19 (GENERAL INFORMATION

OBLIGATIONS), 25 (CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS - EXTENSION OF FINDINGS), 26 (IMPACT EVALUATION), 41 (CONFLICT OF INTERESTS), 33 (DAMAGES).

2. The obligations referred to Article 8.1 above may not be transferred to third parties. Any transfer in violation of this article will not be enforceable against the INAF-IRA and may be assessed for the purposes of the liability referred to in the article 12 below.3. The provisions of the preceding paragraphs of this article 8 shall continue to apply even after the final term of this Contract for such duration as set out therein or otherwise set out in the Partnership Agreement 2022-1.

Art. 9 - Obligations of INAF-IRA

INAF-IRA undertakes to comply with the law and rules referred to in Article 2 above and, specifically:

- (a) to make available to the POLIMI-DAER all the information necessary for the purposes of the execution of POLIMI-DAER Activities, taking into account obligations of confidentiality; and
- (b) to make the payments foreseen in Article 11 below.

Art. 10 - Traceability of finance in the fight against the Mafia

- (a) POLIMI-DAER assumes all the obligations of traceability of the financial flows in compliance with the provisions of article 3, paragraph 8, of Law n. 136 of 13 August 2010, and subsequent amendments, related to the "*Piano straordinario contro le mafie, nonché delega al Governo in materia di normativa antimafia*".
- (b) According to the article. 3, paragraph 7 of Law n.136 of 13 August 2010, and subsequent amendments, identification details of the current account dedicated to this Contract, as well as the personal details and the tax identification number of the persons delegated to operate on the same account are indicated below:

Name of Bank	Banca d'Italia
Address of Branch	Tesoreria Unica
Account Name	Politecnico di Milano
Account Holder Names (Signatures)	Mr Raffaele Sorrentino Mr Michele Polverino
Account number	0006024
Sort Code	
Swift Code	
IBAN Account Code	IT29G0100004306TU0000006024

- (c) INAF-IRA shall send POLIMI-DAER a notification relating to any payment made hereunder.

Art. 11 – Payments

- 1. In order to perform POLIMI-DAER Activities, INAF-IRA shall pay to POLIMI-DAER the total sum of € **180.480,00** (one hundred and eighty thousand four hundred and eighty Euros), through bank transfers to the current account specified in Article 10 of this Contract. Value Added Tax shall not be included (a non-liability regime applies, pursuant to art. 72, paragraph n. 1, letter C of the Presidential Decree n. 633/72).
- 2. This above amount will be paid by INAF-IRA to POLIMI-DAER in two (2) tranches against presentation of invoice as follows:
 - (a) The first (1st) tranche of € **90.240,00** (ninety thousand two hundred and forty Euros) after the validation of the first deliverables, as described in the Stament of Work;
 - (b) The second (2nd) tranche of € **90.240,00** (ninety thousand two hundred and forty Euros) after the validation of the second deliverables, as described in the Stament of Work;

3. Invoice reference number shall be as follows:

CIG: B7C910DEFF.

CUP: C73C23000700006

4. Shall pay € **18,00** of tax stamps, as described below:

Payment of the ANAC contribution, of € 18, 00 through the ANAC Payment Portal, using the pagoPA system. (Already paid as per **payment notice n. 3010 1002 5488 2373 32** of 1st of August 2025, attached to Administrative Envelope).

4bis. **POLIMI-DAER** shall bear all tax charges and contractual expenses, including stamp duty expenses, as set out in Annex I.4 of Legislative Decree 36/2023.

Any stamp duty already paid when submitting the application, will be deducted from the amount due of €120.00.

5. In the event of suspension of payment by the European Commission to the Beneficiary for defaults in relation to POLIMI-DAER Activities, for facts imputable to, INAF-IRA will only pay the Subcontractor for such POLIMI-DAER Activities for which the European Commission has accepted to effect payment of funding.

Art. 12 - Liability

1. POLIMI-DAER shall be responsible to INAF-IRA for any direct damages to it that derive from a default of POLIMI-DAER under this Contract. For the avoidance of doubt, POLIMI-DAER will be responsible for such direct damages that arise out its wilful act, wilful omission or gross negligence in the carrying out of POLIMI-DAER Activities. Further for the avoidance of doubt, POLIMI-DAER shall not be responsible for the payment of any indirect or consequential damages.
2. Furthermore, POLIMI-DAER shall indemnify INAF-IRA from any claims of third parties arising out of POLIMI-DAER's wilful act, wilful omission or gross negligence in the carrying out of POLIMI-DAER Activities, including of its employees, officers or representatives.
3. For the avoidance of doubt, the following shall apply;
 - (a) damages that INAF-IRA can claim under this Article 12 shall be limited to the value of this Contract (see Article 11) as executed up to the point where the inadequacy of POLIMI-DAER's work is flagged by INAF-IRA; and
 - (b) POLIMI-DAER shall expressly not be liable for any damages arising due to *force majeure*.
4. Where damages are quantified and proven, INAF-IRA can off-set the corresponding amounts with any outstanding balance due by it to POLIMI-DAER under this Contract, in part or in whole, as applicable.

Art. 13 – Early Termination of this Contract

1. Notwithstanding Article 5 above, INAF-IRA may terminate the Contract at any time by giving POLIMI-DAER at least fifteen (15) days' notice by registered letter with acknowledgment of receipt.
2. Further notwithstanding Article 5 above, INAF-IRA may also terminate this Contract as a result of POLIMI-DAER's serious default or in the event that POLIMI-DAER is in serious breach of the obligations referred to in Article 8.1 above. In such event, INAF-IRA will notify POLIMI-DAER of such default by means of registered letter with acknowledgment of receipt, and in the event that the said default is not remedied within one (1) months from the date of receipt of the said registered letter, INAF-IRA may thereafter terminate this Contract forthwith by means of a notification served to POLIMI-DAER by a subsequent registered letter.

Art. 14 - Proprietary and Patent Rights

1. For inventions which may be patented, any intellectual property is to be jointly and equally owned by both Parties. The results of the research developed during the activities of this Contract will be used for scientific publications as agreed between the Parties.

2. The Parties agree that the management of intellectual property, the access rights to the Background IP and the ownership of results will be governed by the provisions stipulated in the Grant Agreement.

Art. 15 - Insurance Coverage

1. Each Party shall bear the insurance coverage for staff that it assigns to POLIMI-DAER activities. The staff of both Parties is required to conform to the health and safety and security regulations in force in the venues of execution of the activities related to this Contract.
2. Each Party shall exonerate the other from any liability for damages that might occur to persons and/or property from the execution of activities under this Contract as caused directly by the willful act, willful omission or gross negligence of its staff, officers or representatives.

Art. 15 bis - Definitive Guarantee

POLIMI-DAER has submitted a definitive guarantee as stated in the preamble, in accordance with the provisions of Article 22 of the Tender Specifications, which will be released in the manner and within the timeframe established by law. POLIMI-DAER undertakes to maintain the guarantee valid and effective for the entire duration of this Contract and to reinstate it, should INAF invoke it, within 10 (ten) days of the request. Failure to reinstate the guarantee within the aforementioned timeframe will result in the Contract being automatically terminated, without prejudice to compensation for damages.

Art. 16 - Privacy

1. The Parties mutually declare to be informed that the personal data provided by them, even verbally for the pre-contractual activities or collected in consequence and in the course of this Contract, shall only be processed for the purposes of this Contract, save for any anonymous processing for statistical purposes by any public entities, when required for the pursuit of its institutional goals.
2. Data processors in the context of this Article shall be the Parties. The Parties declare to be informed of the rights under Regulation (EU) 2016/679 (the General Data Protection Regulation) and under Article 13 of Italian Law n. 675 of 21st December 1996.

Art. 17 - Disputes

Any dispute arising between the Parties relating to the interpretation, execution and/or validity of this Contract that shall not be resolved amicably, shall be referred to the jurisdiction of the Court of Bologna.

For POLIMI-DAER

Mr. Marco Lovera

Legal Representative

Date of the digital signature:

For INAF-IRA

Dr. Gianfranco Brunetti

Director INAF-IRA

Date of the digital signature:

Firmato digitalmente
da: MARCO LOVERA
Organizzazione:
POLITECNICO DI
MILANO/80057930150

Firmato digitalmente
da: ANTONIO MILANESE
Organizzazione:
POLITECNICO DI
MILANO/80057930150

Mr. Marco Felice Montaruli

Responsible for the activities



GIANFRANCO
BRUNETTI
30.10.2025 08:56:33
GMT+01:00



Germano Bianchi
30.10.2025
09:35:13
GMT+01:00