

## **Subcontract within**

**[ESA Contract No. 4000142780/23/NL/MH/mp]**

concluded pursuant to §269 clause 2 Act No. 513/1991 Coll. (Commercial Code) as amended  
(Hereinafter the „Contract“)

between:

Name: **Institute of Experimental Physics Slovak Academy of Sciences**  
Registered office: Watsonova 47, 040 01, Košice  
Company ID: 00 166 812  
VAT ID: SK 2021364752  
Bank: The State Treasury  
IBAN: SK64 8180 0000 0070 0068 9137  
SWIFT: SPSRSKBA  
Statutory body: doc. RNDr. Zuzana Gažová, DrSc., managing director  
Legal status: public research institution  
Person responsible for project solving: RNDr. Šimon Mackovjak, PhD.

(hereinafter „IEP SAS“ or the „Recipient“)

and

Name: Politecnico di Torino, Department of Electronics and Telecommunications  
Location: Corso Duca degli Abruzzi 24, 10129 Torino, ITALY  
ID: TO-1040642  
VAT ID: 00518460019  
IBAN: IT 25 X 02008 01160 000101739251  
SWIFT: UNCRITM1AG0  
Authorized signatory: Prof. Gianluca Piccinini – Head of Department of Electronics and Telecommunications, Politecnico di Torino  
Legal status: Public University

(hereinafter „PoliTO“ or the „Subcontractor“)

(each of them hereinafter solely as the „Contract Party“ and jointly as the „Contract Parties“)

## **Article I.**

### **Introductory Provisions**

1. Institute of Experimental Physics Slovak Academy of Sciences, public research institution, is a recipient of funds intended for solving the project named: „Study toward enhancing reliability and timeliness of Vigil mission predictions through Machine Learning (Vigil-ML)“ (hereinafter the „Project“), based on the contract: ESA Contract No. 4000142780/23/NL/MH/mp concluded between the European Space Agency (hereinafter „ESA“ or the „Provider“) and the Institute of Experimental Physics Slovak Academy of Sciences, public research institution, on October 19, 2023.
2. Pursuant to Contract No. 4000142780/23/NL/MH/mp (hereinafter the „Contract with ESA“) Politecnico di Torino is a subcontractor with the same rights and obligations to the solved Project pursuant to the Contract as the IEP SAS pursuant to the Contract with ESA. PoliTO shall provide collaboration to the IEP SAS in order to fulfill all obligations resulting from the Contract with ESA
3. The Contract Parties commit to implement the Project in compliance with the Contract and with provisions stipulated in the following documents, ordered according to the preference, in case of any discrepancies:
  - a) special articles of the Contract with ESA not attached but known to both parties
  - b) Gantt diagram of Project schedule (Enclosure No. 1
  - c) the Minutes of meeting „SKR1\_23\_negotiation\_MoM\_v5“, held on August 18, 2023 (Enclosure No. 2);
  - d) Project proposal with reference „Vigil-ML“ dated March 07, 2023 not attached but known to both parties

## **Article II.**

### **Contract Subject**

1. Subject of the Contract refers to regulation of rights and obligations between the IEP SAS and the Subcontractor during the Project solving in compliance with the terms stipulated by the Contract with ESA.

## **Article III.**

### **Rights and Obligations of Contract Parties**

1. Pursuant to the Contract with ESA, the Subcontractor commits to perform the following activities for the : IEP SAS
  - a. WP2.3: Guidance for Vigil-like data usage
    - Review of WP2.1 outputs and progress of WP2.2 through dedicated online meetings
    - Guidance and advice of Vigil-like data processing for the purpose of their usage for ML techniques
    - Review of prepared scientific paper within WP2.2 before submission
  - b. WP3.2: Advisory for application of ML techniques

- Discussion of WP3.1 progress through dedicated online meetings
  - Advisory for the definition of prediction tasks and the ML techniques
  - Review of prepared scientific papers within WP3.1 before submission
- c. WP4.2: Supervision of Vigil-ML suggestion preparation
- Discussion of WP4.1 progress through dedicated online meetings
  - Verification of Vigil-ML suggestions

The Subcontractor hereby declares that he is professionally qualified to perform the activity and is interested in the proper and timely performance of the activities pursuant to the Gantt diagram.

2. The Subcontractor commits to provide for supervision during preparation of Vigil-ML project outputs specified in the Enclosure No. 2, section ANNEX 3 - Tables of Deliverables.
3. IEP SAS commits to receive, assess and approve or reject the contribution to the outputs specified in clause 1 and 2 hereof within 30 calendar days from the contribution receipt.
4. Pursuant to Article 3 of the Contract with ESA, IEP SAS commits to provide funds to the Subcontractor in total amount of € 19,895.00 (hereinafter the „Total Amount“). The stated Total Amount refers to a fixed amount without VAT and further charges.
5. An invoice issued by the SubContractor will be submitted to the IEP SAS at the approval of relevant Milestone by the IEP SAS and the Agency and upon receipt of the required documents and fulfillment of the project's requirements. Payments of the invoices will be made by the IEP SAS to the SubContractor within 30 (thirty) calendar days upon receipt of payment of the corresponding amount from the Agency. Only upon fulfillment of these requirements shall the IEP SAS regard the invoice as due. Payments shall be made in Euro by wire transfer to the SubContractor's bank account specified by the SubContractor. Any special charges related to the execution of payments will be borne by the SubContractor. Any questions concerning the latest status of due invoices can be addressed to the IEP SAS which will contact the ESA Payment Officer (mail to: [esa.payment.officer@esa.int](mailto:esa.payment.officer@esa.int)). IEP SAS shall approve the invoices after reaching particular milestones defined in clause 4.2 of the Contract with ESA, and after delivery of the grounds specified in clause 2 hereof within 30 calendar days after depositing the funds on the IEP SAS 's bank account in the following installments:

<b>Milestone</b>	<b>Financial amounts in EUR</b>
Milestone 1 estimated April, 2024	8,000.00
Milestone 2 estimated January, 2025	8,000.00
Milestone 3 estimated April, 2025	3,895.00
Total amount	19,895.00

6. If applicable, invoices shall separately show all due taxes or duties.
7. The Subcontractor shall provide collaboration to IEP SAS and to the ESA on eventual remote supervision aimed at examining the project progress and justifying the payment legitimacy.
8. The Subcontractor commits to provide the grounds to the IEP SAS required for preparation of the „*Progress Report*“ in electronic form within the deadlines determined by the, IEP SAS based on the written call in the electronic form delivered to the Technical Officer, Professor Enrico Magli , by the address stated in Article VIII. clause 2 hereof.
9. The Subcontractor commits to provide collaboration to the, IEP SAS including all the grounds required for preparation of the „*Contract Closure Documentation*“ within the deadline notified by the IEP SAS on the Subcontractor's e-mail address (the Technical Officer, Professor Enrico Magli ) stated in Article VIII. clause 2 hereof..
10. If ESA requires repeated presentation of contribution from the Subcontractor as a result of failed fulfillment of applicable requirements, the Subcontractor shall provide collaboration to the IEP SAS without claiming further payment pursuant to item 5.5.1 of the Contract with ESA.
11. As an author/ co-author of the outputs pursuant to the Contract, the Subcontractor commits to provide to the IEP SAS free of charge and non-exclusive license for the intellectual property rights with unlimited (territorial, material and time) extent, including the right to confer consent to a third party with the use of such outputs. Concurrently, the Subcontractor commits to provide to the IEP SAS the necessary collaboration aimed at fulfilling all obligations resulting from clauses 6.2.1 and 6.2.2 of the Contract with ESA.
12. Upon written request of the IEP SAS t, the Subcontractor will be obliged to provide to the IEP SAS the necessary collaboration on exercising his claims resulting from threatened or breached rights of intellectual property of third persons in relation to the Subcontractor's activities. The Subcontractor shall be accountable to the IEP SAS and shall satisfy all claims of the authors or other entitled persons who have successfully exercised the claims against the IEP SAS or ESA

#### **Article IV.**

##### **Liability for Damage**

1. The Contract Party that has breached its contract obligation shall indemnify the other Contract Party for the damage incurred, unless the obliged Contract Party proves that its obligation breach was caused by circumstances that exclude its responsibility.
2. The Subcontractor shall indemnify IEP SAS for the damage incurred, resulting from breach of obligations stipulated in the Contract with ESA for non-fulfillment or insufficient fulfillment of the Subcontractor's duties that gave the basis to ESA for exercising his right for indemnification against the IEP SAS

3. Liability of the Contract Parties for damage shall follow the provisions of Act No. 513/1991 Coll. (Commercial Code) as amended, in connection with Article 5.3 of the Contract with ESA.

## **Article V.**

### **Special Provisions**

1. The Subcontractor shall immediately notify IEP SAS on the occurrence of circumstances that could significantly affect the project solution timeline or the extent of the work to be performed.
2. If the Subcontractor is unable to fulfill his duties resulting from the Contract because of the Vis Mayor occurrence (the event/ phenomenon that was unforeseeable, inevitable at the time of the Contract signing, which occurred out of control by the affected Contract Party, and which has disabled the affected Contract Party to fulfill the Contract in a proper and timely manner; namely for example: administration acts issued on the basis of political decisions, consequences of natural disasters, epidemics, wars, terrorist attacks); the Subcontractor commits to notify the IEP SAS immediately and without unnecessary time delay within a week at the latest on the occurrence, duration and the consequences of the Vis Mayor that have prevented him from fulfillment of obligations pursuant to the Contract. Concurrently, the Subcontractor shall exert reasonable efforts to mitigate the adverse effects on the project solving timeline and on fulfillment of his contract duties. Afterwards, both the IEP SAS and the Subcontractor shall agree on the new deadlines of their obligations fulfillment that shall represent a subject of an addendum to the Contract.
3. The Subcontractor commits to provide collaboration to IEP SAS during the inspection or audit performance within the project implementation and afterwards.
4. In case of occurrence of serious problems associated with timely settlement of the due invoices or the commenced activities, the Subcontractor will have right to contact directly ESA on e-mail address: [indirectpayments@esa.int](mailto:indirectpayments@esa.int)

## **Article VI.**

### **Personal Data Protection**

When exercising the rights and fulfilling the obligations resulting from the Contract, the Contract Parties commit to comply with currently valid and effective regulations in the area of personal data protection, especially with the EU Parliament and EU Council Regulation No. 2016/679 dated April 27, 2016 on Physical Individuals Protection during Personal Data Processing and on Free Personal Data Movement, canceling the Directive No. 95/46/EC (General Personal Data Protection) and with Act No. 18/2018 Coll. on Personal Data Protection as amended. Concurrently, the Contract Parties commit to proceed in compliance with Enclosure to the Contract with ESA: Personal Data "Controller to Controller" Annex (hereinafter the „PDCC Annex“) and with Personal Data Protection Framework of ESA published on the website:

[http://www.esa.int/About\\_Us/Law\\_at\\_ESA/Highlights\\_of\\_ESA\\_rules\\_and\\_regulations](http://www.esa.int/About_Us/Law_at_ESA/Highlights_of_ESA_rules_and_regulations)

**Article VII.**  
**Contract Duration and Methods of Contract Termination**

1. The Contract has been concluded for limited period until termination of the Contract with ESA.
2. The Contract shall terminate:
  - a) upon lapsed period for which it was concluded;
  - b) upon written agreement of the Contract Parties.
3. Agreement pursuant to clause 1 item b) hereof shall be concluded in writing and signed by both Contract Parties. The agreement shall contain the arrangement on mutual settlement of the relations established in relation to the Contract.

**Article VIII.**  
**Correspondence and Parties' Representatives**

1. The Contract Parties have agreed that their binding communication resulting from the Contract shall be done in electronic form in English language. Provision of clause 3 hereof shall not be affected thereby.
2. The Contract Parties shall use the following e-mail addresses for purpose of the binding electronic form of the communication:

**IEP SAS Representatives**

- Technical and Contracts Officer: Dr. Šimon Mackovjak,
- All correspondence for IEP SAS shall be addressed as follow:
  - Watsonova 47,
  - 040 01 Kosice
  - Slovakia

- a) for technical matters or a person duly authorised by him (the "Technical Officer").

All correspondence for technical matters shall be addressed as follows:

	To:	With copy to:
Name	Šimon Mackovjak	Michaela Doliničová
Telephone No.		
Email Address		

- b) for contractual and administrative matters or a person duly authorised by him (the "Contracts Officer").



	To:	With copy to:
Name	Šimon Mackovjak	Michaela Doliničová
Telephone No.		
Email Address		

- c) Personal Data Protection matters shall be addressed to the Data Protection contact point as follows:

	To
Name	Judita Pribišová
Telephone No.	
Email Address	
Mail Address	Watsonova 47, 040 01 Košice Slovakia

#### The SubContractor's Representatives

- d) Professor Enrico Magli or a person duly authorised by him (the "Technical Officer").

All correspondence for technical matters shall be addressed as follows:

	To:	With copy to:
Name	Enrico Magli	
Telephone No.		
Email Address		
Mail Address	Politecnico di Torino – Dip. di Elettronica e Telecomunicazioni – corso Duca degli Abruzzi, 24 – 10129 – Torino - Italia	

- e) Avv Luca Graziani for contractual and administrative matters or a person duly authorised by him (the "Contracts Officer").

All correspondence for contractual and administrative matters shall be addressed as follows:

	To:	With copy to:
Name	Luca Graziani	Cinzia Bovis
Telephone No.		
Email Address	-	
Mail Address	Politecnico di Torino – Dip. di Elettronica e Telecomunicazioni – corso Duca degli Abruzzi, 24 – 10129 – Torino - Italia	

- f) Personal Data Protection matters shall be addressed to the Data Protection contact point as follows:

	To:
Name	Avv. Nicoletta Roz
Telephone No.	
Email Address	
Mail Address	Politecnico di Torino — Corso Duca degli Abruzzi, 24 – 10126 - Italia

- The correspondence sent in electronic form shall be considered delivered at the moment when an e-mail message is available in the e-mail box of the Contract Party being IEP SAS, i.e. at the moment of delivered confirmation of successful correspondence delivery in electronic form to the Contract Party being a sender. If automatic confirmation of successful correspondence delivery cannot be set up for technical reasons, the correspondence delivered in electronic form shall be considered delivered at the moment of e-mail message sending by the Contract Party, provided that the other Contract Party didn't receive automatic notification on failed e-mail message delivery.

#### **Article IX.**

##### **Final Provisions**

- Pursuant to § 47a Act No. 40/1964 Coll. (Civil Code) as amended, the Contract shall come in force on the day of signing by both Contract Parties, and become effective on the day following the day of its publishing in the Central Register of Contracts kept at the Governmental Office of the Slovak Republic.
- If any Contract provision becomes invalid, the remaining Contract provisions shall remain valid and shall be untouched thereby. In such case, the Contract Parties commit



to immediately and upon mutual agreement replace the invalid Contract provision with a new, valid provision, or to delete such invalid provision so as the purpose and content of particular Contract provisions is preserved.

3. Rights and obligations of the Contract Parties not expressly regulated herein shall follow the provisions of Act No. 513/1991 Coll. (Commercial Code) as amended, Act No. 40/1964 Coll. (Civil Code) as amended, and further applicable legal regulations in effect in the Slovak Republic.

4. Any amendments to the Contract shall be made in the form of written numbered addenda that shall become an integral part of the Contract after signing by authorized Contract Parties.

The Parties agree that electronic signature of this Contract shall have the same force and effect as hand-signed originals and shall be binding on both Parties to this Contract.

5. The Contract Parties jointly represent that they have read the Contract before its signing, the Contract was concluded upon mutual discussions, it represents an expression of free and serious will of both Contract Parties, the Contract is certain and understandable, and it wasn't concluded in lack of time or apparently unfavorable conditions. The Contract Parties understood the Contract wording and resulting legal effects. In witness thereof, they voluntarily attached their signatures hereunder by own hands.

Electronically signed by the Parties to this Contract

In Košice, dated .....

**Zuzana** Digitálne podpísal  
Zuzana Gažová  
Dátum:  
**Gažová** 2024.01.11  
13:45:45 +01'00'

doc. RNDr. Zuzana Gažová, DrSc  
Managing Director  
Institute of Experimental Physics  
Slovak Academy of Sciences

In Torino, dated .....

Prof. Gianluca Piccinini  
Head of Department of  
Electronics and Telecommunications  
Politecnico di Torino

Firmatario: Gianluca Piccinini



**Politecnico  
di Torino**

Data: 23/01/2024 14:37:17 CET

**Enclosures:**

Enclosure No. 1 – Final Gantt diagram containing the project timeline. Project work commencement – October 10, 2023.

Enclosure No. 2 – Minutes of meeting „SKR1\_23\_negotiation\_MoM\_v5“, held on August 18, 2023

## Enclosure No. 1 - Final Gantt diagram

