

VERBALE relativo alla procedura per la fornitura di 40 circuiti integrati della IHP Microelectronics SG25H3, con 10 package tipo QFN100 (12x12) e 25 circuiti integrati della IHP Microelectronics SG25H5_EPIC., attivata con **Determinazione a contrarre n. 94** del 07/11/2018.

A seguito della **Determinazione a contrarre n.94** (Allegato-A) del Direttore della Sezione del 7/11/2018, sono stati attuati i seguenti passi:

- 1) In data 12/11/2018 ho generato e comunicato il CIG: **ZC825B8449** (Allegato-B).
- 2) In data 13/11/2018 è stata inviata la richiesta di offerta per la fornitura dei beni in oggetto al "Fraunhofer IIS, Department ICS - Am Wolfsmantel 33, 91058 Erlangen Germany", protocollo numero: INFN AOO_ROMA2-2018-0000238 del 13/11/2018 attraverso l'apposito indirizzo di posta certificata: roma2@pec.infn.it (Allegato-C).
- 3) In data 16 novembre 2018 il richiedente Andrea Salamon chiede via e-mail se la quotazione è stata inviata. Da quella data fino alla data del 22 novembre 2018, si susseguono scambi di e-mail tra ed il Fraunhofer, dove (Allegato-D):
 - a. Fraunhofer comunica che non è in grado di fornire in tempi brevi la quotazione, ma solo all'inizio di dicembre 2018, in quanto sta attendendo i prezzi finali dalla fonderia IHP per il 2019.
Infatti, proprio nell'ultima parte del 2018 la tecnologia IHP da noi richiesta ha subito dei miglioramenti nei processi dunque i prezzi dovevano essere aggiornati.
 - b. Il giorno 22 novembre 2018, Andrea Salamon comunica al Fraunhofer che: richiesta ed ottenuta l'autorizzazione dalla responsabile del Servizio di Amministrazione della Sezione, il termine ultimo per la presentazione dell'offerta è spostato al 15 dicembre 2018.
- 4) In data 13/12/2018 è stata ricevuta dal Fraunhofer l'offerta No.044/16988/S45 del 13/12/2018 (Allegato E).
Si rileva che l'offerta non è conforme alla richiesta, a causa del prezzo totale della fornitura (20160 euro esclusa IVA) che supera quello massimo ammesso riportato nella richiesta di offerta (19746 euro) corrispondente all'importo presunto a base di gara della Determina.
La motivazione del lieve aumento di prezzo rispetto alla richiesta è stato indicato nel precedente punto 3) a.
- 5) In data 14/12/2018 invio una e-mail al Fraunhofer con la richiesta di applicare uno sconto sul prezzo totale per soddisfare i requisiti di massima spesa oppure, se impossibilitata, a riformulare l'offerta per una quantità di area di un chip lievemente minore di quella precedentemente richiesta (Allegato F).
- 6) In data 14/12/2018 viene ricevuta la seconda offerta: la No.044/16988/S45_A (protocollo INFN AOO_ROMA2-2018-0000299 del 14/12/2018) contenente la quotazione per l'area richiesta della posizione 2 (seconda sottomissione) di 2.2 mm² invece di 2.3 mm² come da richiesta iniziale per i motivi sopra esposti, tutte le altre voci sono rimaste invariate (Allegato-G).


SEZIONE DI ROMA TOR VERGATA

Roma, 14 Dicembre 2018

In considerazione di quanto sopra esposto, ritengo pertanto che l'offerta No.044/16988/S45_A con i suoi allegati (protocollo INFN AOO_ROMA2-2018-0000299 del 14/12/2018) con ammontare totale pari a **19680,00** euro (IVA esclusa) sia **congrua** e propongo dunque l'acquisto dei beni in oggetto dal già nominato: "Fraunhofer IIS, Department ICS - Am Wolfsmantel 33, 91058 Erlangen Germany".

In fede, 14 Dicembre 2018

Il RUP Dr. Davide Badoni





DETERMINAZIONE A CONTRARRE N. 94

Il Direttore della Sezione di Roma Tor Vergata, Prof.ssa Anna Di Ciaccio

STRUTTURA: Sezione di Roma Tor Vergata

OGGETTO:

- 1) Produzione attraverso il servizio MPW del consorzio Europractice tramite il Fraunhofer Inst. di n. 40 prototipi di circuiti integrati miniASIC da 2,5 mm² in tecnologia IHP SG25H3 su disegno Infn;
- 2) Setup e packaging attraverso il consorzio Europractice tramite Fraunhofer Inst. di n. 10 prototipi di circuiti integrati da 2,5 mm² in tecnologia IHP SG25H3 (di cui al punto 1) con packaging QFN 100 (12x12);
- 3) Produzione attraverso il servizio MPW del consorzio Europractice tramite il Fraunhofer Inst. di n. 25 prototipi di circuiti integrati mini ASIC da 2,3 mm² in tecnologia IHP SG25H5_EPIC su disegno Infn.

RUP: Dr. Davide Badoni – Tel. 06/72594500 – email: davide.badoni@roma2.infn.it

IMPORTO PRESUNTO A BASE DI GARA: € 19.746,00, inclusi oneri per la sicurezza pari a € 0,00 e oneri per le interferenze pari a € 0,00, IVA esclusa

COPERTURA FINANZIARIA: La spesa in oggetto troverà copertura nell'Esercizio Finanziario 2018, nel seguente preventivo

- SPE.
- € 24.090,12 € Iva (22%) inclusa, nel capitolo U1030102008.

PROCEDURA DI GARA: Affidamento diretto fuori Mepa Frounhofer IIS, ai sensi art. 63 c. 2, lett. b2. D.lgs 50/16 e s.m.i.

Criterio aggiudicazione minor prezzo ai sensi art. 95 c. 4 lett. b) D.lgs 50/16 e s.m.i

- ai sensi della deliberazione del Consiglio Direttivo n. 11190 del 29.10.2009, la durata massima del procedimento di selezione del contraente negli appalti pubblici è fissata in 180 gg, dall'avvio della procedura;
- Ai sensi dell'art. 129 del Regolamento per l'Amministrazione, Finanza e Contabilità, approvato con Delibera del Consiglio Direttivo n. 12562 del 26.11.2012, recante la definizione dei "limiti di valore" di competenza dei Direttori delle Strutture INFN, secondo cui i direttori delle Sezioni dell'Istituto sono competenti, in materia di contratti per lavori, forniture e servizi e prestazioni d'opera e professionali, per importi fino a € 50.000,00.
- I DOCUMENTI DI GARA COSTITUISCONO PARTE INTEGRANTE DELLA DETERMINA

Il Direttore
Prof.ssa Anna Di Ciaccio

Anna Di
Ciaccio

Digitally signed by Anna Di Ciaccio
DN: c=It, l=Frascati, o=Istituto
Nazionale di Fisica Nucleare,
cn=Anna Di Ciaccio
Date: 2018.11.11 08:44:58 +01'00'





ANAC
Autorità Nazionale Anticorruzione

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Utente: Davide Badoni

Profilo: RESPONSABILE DEL PROCEDIMENTO EX ART. 10 D.LGS. 163/2006

Denominazione Amministrazione: ISTITUTO NAZIONALE DI FISICA NUCLEARE (I.N.F.N.) - ROMA TOR VERGATA

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Smart CIG: Dettaglio dati CIG

Dettagli della comunicazione

CIG	ZC825B8449
Stato	CIG COMUNICATO
Fattispecie contrattuale	CONTRATTI DI IMPORTO INFERIORE A € 40.000 AFFIDATI EX ART 125 O CON PROCEDURA NEGOZIATA SENZA BANDO
Importo	€ 19.746,00
Oggetto	Fornitura di 40 circuiti integrati della IHP Microelectronics SG25H3, con 10 package tipo QFN100 (12x12) e 25 circuiti integrati della IHP Microelectronics SG25H5_EPIC.
Procedura di scelta contraente	AFFIDAMENTO IN ECONOMIA - AFFIDAMENTO DIRETTO
Oggetto principale del contratto	FORNITURE
CIG accordo quadro	-
CUP	-
Disposizioni in materia di centralizzazione della spesa pubblica (art. 9 comma 3 D.L. 66/2014)	Lavori oppure beni e servizi non elencati nell'art. 1 dPCM 24/12/2015
Motivo richiesta CIG	Stazione appaltante non soggetta agli obblighi di cui al dPCM 24 dicembre 2015

Annulla Comunicazione

Modifica

COM010E/10.119.142.122

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via M. Minghetti, 10 - 00187 Roma - c.f. 97584460584

Contact Center: 800896936



Istituto Nazionale di Fisica Nucleare

SEZIONE DI ROMA TOR VERGATA

VAT NUMBER IT04430461006

INFN
AOO_ROMA2-2018-0000238
del 13/11/2018

Rome, 13 November 2018

To Fraunhofer IIS
Department ICS
Am Wolfsmantel 33
91058 Erlangen
Germany

e-mail: virtual-asic@iis.fraunhofer.de

REQUEST FOR QUOTATION *** THIS IS NOT AN ORDER ***

(our reference CIG n. **ZC825B8449**)Maximum allowed cost € **19.746,00** (VAT escluded)

You are invited to provide your best price and availability for:
production and delivery of **no. 40 samples in "IHP SG25H3" technology with 10 samples packed in QFN 100 (12x12) package** and of **no. 25 samples in "IHP SG25H5_EPIC" technology** as described in detail in the enclosed "**Technical Specification**" (attachment C).

The quotation must be undersigned, registered and sent, with the attached statements filled and signed by the Legal Representative of the Company accompanied of a copy of his identity document, not later than 19 November 2018 to the following address:

ISTITUTO NAZIONALE DI FISICA NUCLEARE
SEZIONE DI ROMA TOR VERGATA
Via della Ricerca Scientifica, 1
00133 Roma (Italy)

using the following e-mail address: roma2@pec.infn.it

quotation must cite our reference number (above mentioned in brackets) and state the following general terms:

- Delivery due date stated in "Technical Specification", at this address:
ISTITUTO NAZIONALE DI FISICA NUCLEARE
SEZIONE DI ROMA TOR VERGATA
Via della Ricerca Scientifica, 1
00133 Roma (Italy)
- Packaging and shipment included;
- Payment by bank transfer within 30 days upon receipt of goods/services and invoice, after test and/or conformity verification;
- Compliance of goods with UE safety regulations.

Offer shall be valid for at least 180 days.

Yours Sincerely,

The Procedure's Appointee

Davide Badoni





ATTACHMENT A

Object: Communication related to the opening of a current account devoted to public tenders, as ruled by the Art. 3, paragraph 7, of the Law n. 136/2010.

In order to fulfil the obligations related to the traceability of financial flows as ruled by the Art. 3, paragraph 7, of the Law n. 136/2010

is stated as follow:

- the opening of a current account devoted to the management of financial flows related to public tender, dated.....Bank details.....

Or

- the presence of a current account devoted, to the management of financial flows related to public tender, dated.....Bank details.....

Bank.....Bank Branch.....

SWIFT Code.....

IBAN

Eventual further information specified by the Bank related to the account and the contract.....

Details of the account holder (company's name, company's address, vat number).....

Details of people responsible for the management of the account :

A:Mr.....Born in

Registered in Identity paper

Position and tasks

B: Mr.....Born in

Registered in Identity paper

Position and tasks

The company undertakes to promptly notify any eventual change related to bank accounts thus releasing INFN from any responsibility about payments, also in the case in which those changes are presented in compliance with the Law.

Date

Legal representative



To:
ISTITUTO NAZIONALE DI
FISICA NUCLEARE
Sezione di Roma Tor Vergata

e-mail: prot_roma2v@roma2.infn.it

The undersigned (name and surname) _____

Born in _____ on _____

Resident in _____ address _____

In the capacity of the legal representative/chief executive officer of _____

Having its registered office in _____

VAT identification number _____

Based on and by effect of art.76 of Decree of the President of Italian Republic no. 445/2000, aware of the responsibility and of the consequences in which I may incur in case of false statements and/or in case of creation and use of false documents, I declare under my own responsibility:

- 1- That the Company is registered in the commercial register of _____
- 2- That the Company representatives are:
Last name: _____ First name: _____
Last name: _____ First name: _____
- 3- That the company and its representative^s have not been convicted of an offense or crime related to theft, corruption or fraud.
- 4- That the company has knowledge, experience, technical capabilities, financial and human resources and has, or will acquire equipment necessary and sufficient to ensure the execution of the activities proposed, by managing at its own risk and with all necessary means:

Date

Signature

(Please attach a copy of a valid identification document of the undersigned in case of proxy of the legal representative, attach a copy of the proxy)

Privacy policy on the processing of personal data (Art. 3 Legislative Decree n. 196/2003

Personal data will be collected by INFN solely for the activities provided by Law and for its institutional purposes. The communication of data is functional to carrying out this institutional activity, and the processing of personal data and protection of privacy will be done, also through the use of information technology equipment, within the limits set by Law, in order to pursue such activity. This data may be disclosed to directors of INFN Structure^s, to directors of directions/services of INFN Central Administration and we be only handled by appointed personnel. The exercise of the rights referred to in art. 7 D.L. n. 193/2003 is guaranteed to the parties concerned.



Attachment C

Technical Specification

Technical Specification for production and delivery of **no. 40 samples in “IHP SG25H3” technology** with 10 samples packed and of **no. 25 samples in “IHP SG25H5_EPIC” technology**.


1. Technology required for **chip submission related to IHP “SG25H3” tape-in of February 2019**.
Project area 2.5 mm².
Total no. of samples: 40
Setup and packaging costs for no. 10 samples (of the 40 above mentioned samples) with QFN 100 (12x12) package.
Expected delivery date for February 2019 tape-in: within May 2019.
2. Technology required for **chip submission related to IHP “SG25H5_EPIC” tape-in of April 2019**.
Project area 2.3 mm².
Total no. of samples: 25
Expected delivery date for April 2019 tape-in: within November 2019.

DEVICES USAGE

The first chip (tape-in in February 2019 with IHP SG25H3 technology) will implement the driver for a Mach-Zehnder interferometer for high-speed readout of high-energy physics experiments.

The second chip (tape-in in April 2019 with IHP SG25H5_EPIC technology) will be used to test a new Ring Resonator based fast readout concept for high-energy physics experiments.

The Procedure's Appointee



Davide Badoni

Oggetto: Fwd: RE: Information request IHP Runs in 2019

Mittente: andrea salamon <andrea.salamon@cern.ch>

Data: 22/11/2018, 14:52

A: davide Badoni <davide.badoni@roma2.infn.it>

Dear Elvira

Thanks a lot for your email

I talk with the head of the administrative department at my institute.

I would like to kindly inform you that the last date to send us the quotation has been extended to 15 December 2018.

Please send the official quotation to roma2@pec.infn.it as soon as you receive the IHP official prices.

Thanks a lot

Best regards

Davide Badoni

----- Forwarded Message -----

Subject: RE: Information request IHP Runs in 2019

Date: Tue, 20 Nov 2018 11:15:16 +0000

From: virtual-asic <virtual-asic@iis.fraunhofer.de>

To: roma2@pec.infn.it <roma2@pec.infn.it>

CC: Andrea Salamon <andrea.salamon@roma2.infn.it>, davide badoni <davide.badoni@roma2.infn.it>

Dear Mr. and Mrs.,

I would like to inform you that we are not able to send a quotation currently because we still didn't receive the final price list from IHP.

We expect to receive this at the beginning of December.

As soon as we get this we will send the quotations immediately.

Best regards

Elvira

-----Original Message-----

From: andrea salamon [<mailto:andrea.salamon@cern.ch>]

Sent: Monday, November 19, 2018 5:24 PM

To: virtual-asic

Cc: Andrea Salamon; davide badoni

Subject: Re: Information request IHP Runs in 2019

Dear Elvira

Thanks a lot for your email

I suppose you still didn't receive the final price list from IHP.

I would like to kindly ask you to send an email to roma2@pec.infn.it telling that
1. you didn't send the quotation because you still didn't receive the final

quotation form IHP

2. the estimated date for sending us the quotation

Tomorrow I will ask to my administrative department to postpone the maximum allowed date for sending the quotation.

Thanks a lot

Cheers

Andrea

Andrea Salamon
INFN Roma Tor Vergata
Office: +39-06-7259-4110
Lab: +39-06-7259-4909

On 16/11/18 12:56, virtual-asic wrote:

Dear Andrea,

I haven't sent the quotation because we haven't received the final price list from IHP.

As soon as we get this I will send the quote. I cannot promise you that you receive the quote till 19 of November.

Regards

Elvira

-----Original Message-----

From: andrea salamon [<mailto:andrea.salamon@cern.ch>]

Sent: Friday, November 16, 2018 12:05 PM

To: virtual-asic

Cc: Andrea Salamon; davide badoni

Subject: Re: Information request IHP Runs in 2019

Dear Elvira

Please let me know when you have sent your quotation.

The quotation must be undersigned, registered and sent, with the attached statements filled and signed by the Legal Representative of the Company accompanied of a copy of his identity document,

not later than 19 November 2018

to the following address:

ISTITUTO NAZIONALE DI FISICA NUCLEARE

SEZIONE DI ROMA TOR VERGATA

Via della Ricerca Scientifica, 1

00133 Roma (Italy)

using the following e-mail address:
roma2@pec.infn.it

Quotation must cite our reference number ZC825B8449

Thanks a lot
Cheers
Andrea

Andrea Salamon
INFN Roma Tor Vergata
Office: +39-06-7259-4110
Lab: +39-06-7259-4909

On 14/11/18 11:51, andrea salamon wrote:

Just to avoid misunderstandings: we ask the quotations for both runs: IHP
“SG25H3” tape-in of February 2019 and IHP “SG25H5_EPIC” tape-in of April
2019.

Cheers
Andrea

Andrea Salamon
INFN Roma Tor Vergata
Office: +39-06-7259-4110
Lab: +39-06-7259-4909

On 14/11/18 11:50, andrea salamon wrote:

Dear Elvira

Thanks a lot for your email and your proposal: we prefer to have the
quotation for SG25H5_EPIC.

You can find chip areas and dates of the requested IHP Tape INs in the last
page of the document you received with the email

1. Technology required for chip submission related to IHP “SG25H3” tape-

in

of February 2019.

Project area 2.5 mm².

Total no. of samples: 40

Setup and packaging costs for no. 10 samples (of the 40 above mentioned samples) with QFN 100 (12x12) package.

Expected delivery date for February 2019 tape-in: within May 2019.

2. Technology required for chip submission related to IHP "SG25H5_EPIC" tape-in of April 2019.

Project area 2.3 mm².

Total no. of samples: 25

Expected delivery date for April 2019 tape-in: within November 2019.

Thanks a lot

Cheers

Andrea

Andrea Salamon
INFN Roma Tor Vergata
Office: +39-06-7259-4110
Lab: +39-06-7259-4909

On 14/11/18 11:25, virtual-asic wrote:

Dear Andrea,

Yes, I am. I need to know the chip areas and dates of the requested IHP

Tape

INs .

Additional I have the following information that you asked before. You wanted to use the technology SG25H5 without photonics. As alternative you

can

use SG13S. Please look at the properties of SG13S and SG25H5_EPIC of the devices. Please give your feedback if I should prepare the quotation for SG25H5_EPIC or SG13S.

Best regards

Elvira

-----Original Message-----

From: andrea salamon [<mailto:andrea.salamon@cern.ch>]
Sent: Tuesday, November 13, 2018 4:16 PM
To: virtual-asic
Subject: Information request

Dear Elvira

You should have received the following request for quotation

Da: "roma2" roma2@pec.infn.it
A: virtual-asic@iis.fraunhofer.de
Cc: davide.badoni@roma2.infn.it, marta.solinas@roma2.infn.it
Data: Tue, 13 Nov 2018 14:48:59 +0100
Oggetto: Request for quotation CIG n. ZC825B8449 - Prot. n. AOO_ROMA2-2018-0000238

Dear Sirs,

you will find here attached our request for quotation CIG n.

ZC825B8449

- Prot. n. AOO_ROMA2-2018-0000238.

Best regards,

Michela Ricciardelli
Ufficio Contratti
Infn Sezione Roma Tor Vergata
Via della Ricerca Scientifica, 1
00133 Roma
tel. 06/72594763 email: michela.ricciardelli@roma2.infn.it

Could you please confirm?
I ask only to be sure nothing is lost

Thanks a lot
Cheers
Andrea

Fraunhofer Institute for Integrated Circuits IIS

Fraunhofer IIS | Am Wolfsmantel 33 | 91058 Erlangen, Germany

INFN
 Sezione di Roma Tor Vergata
 Via della Ricerca Scientifica, 1
 00133 Rome
 Italy

Management of the Institute
 Prof. Dr. Albert Heuberger (executive)
 Dr. Bernhard Grill

Am Wolfsmantel 33
 91058 Erlangen, Germany

Elvira Liandres
 Project Manager
 Department Integrated Circuits and Systems ICS
 Phone + 49 9131 776-4464 | Fax -4499
 elvira.liandres@iis.fraunhofer.de
 www.iis.fraunhofer.de

Erlangen, December 13, 2018

Offer No. 044/16988/S45
Request for offer CIG number ZC825B8449

Dear Sir or Madam,

In the context of the EURO PRACTICE IC service (a project funded by the European Commission) and, as far as not otherwise regulated in this offer (Annex A), based on the enclosed »General Terms and Conditions for Research and Development contracted to Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V., Version 2002/II« (Annex B), we offer:

Subject/Task/Time schedule/Costs

Engineering service including design rule check (DRC) and design submission to the semiconductor foundry

Position 1

MPW production in SG25H3 technology on MPW-Run 6698 of February 04, 2019,
 incl. delivery of 40 samples

Chip area:	2.5 mm ²	
Price per mm ² :	3,040.00 € plus VAT, if applicable	
MPW production costs:	2.5 mm ² x 3,040.00 €/mm ² =	7,600.00 € plus VAT, if applicable

evtl. Packaging

Packaging in QFN 100 (12x12)

Packaging costs for 10 packaged ICs à 122.00 €:	1,220.00 € plus VAT, if applicable
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Setup costs:	300.00 € plus VAT, if applicable
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Total costs:	9,120.00 € plus VAT, if applicable
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Expected delivery date: approx. May, 2019

Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e. V., München
 Executive Board

Prof. Dr.-Ing. habil. Prof. E. h. Dr.-Ing. E. h. mult. Dr. h. c. Dr. h. c. Reimund Neugebauer, President
 Prof. Dr. rer. publ. ass. iur. Alexander Kurz
 Dipl.-Kfm. Andreas Meuer
 Prof. Dr. rer. nat. Georg Rosenfeld

Cheques and transfers payable to:
 Deutsche Bank, München
 Account 752193300 BLZ 700 700 10
 IBAN DE86 7007 0010 0752 1933 00
 BIC (SWIFT-Code) DEUTDEMM
 V.A.T. Ident No. DE129515865
 Tax Number 143/215/20392

Position2

MPW production in SG25H5_EPIC technology on MPW-Run 6930 of April 29, 2019,
incl. delivery of 25 samples

Chip area:	2.3 mm ²	
Price per mm ² :	4,800.00 € plus VAT, if applicable	
MPW production costs:	2.3 mm ² x 4,800.00 €/mm ² =	11,040.00 € plus VAT, if applicable
Total costs:		11,040.00 € plus VAT, if applicable

Expected delivery date: approx. November, 2019

All indicated expected delivery times are standard delivery times, based on the fabrication runtime of third party vendors. Fraunhofer-Gesellschaft and the MPW Center shall make reasonable efforts to deliver on time. However, notwithstanding the foregoing, neither the MPW Center nor Fraunhofer-Gesellschaft shall be held liable for any delays or failures to meet delivery dates.

Payment plan

100 % payment within 30 days upon receipt of the IC samples

Conditions of payment

All prices given do not include applicable value added taxes. All prices are binding and should be transferred to Fraunhofer-Gesellschaft's account number named in invoice.

The Client bears all Italian direct (withholding tax of Fraunhofer-Gesellschaft, etc.) and indirect (value added taxes, etc.) taxes and dues caused by the performance of the contract, irrespective of what party is legally obliged to declare and/or pay taxes or dues. The Client informs Fraunhofer-Gesellschaft about required actions to comply with its duties under public law stated in the previous sentence. So all prices under this contract are understood as free of any Italian direct and indirect taxes.

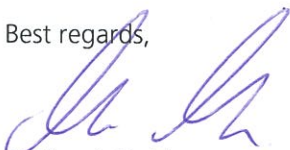
Changes to contract

Any changes to the content of the contract made necessary during the course of the project will require a reassessment of the price and are to be agreed upon by the Client and Fraunhofer-Gesellschaft.

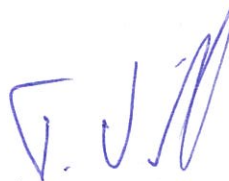
Proposal validity

This proposal is valid and binding until June 28, 2019.

Best regards,



Dr. Frank Oehler
Deputy Head of Department



Thomas Drischel
Group Manager

Encl.

Annex A: »Modifications to Fraunhofer General Terms and Conditions applicable to this project«

Annex B: »General Terms and Conditions for Research and Development contracted to Fraunhofer-Gesellschaft zur
Foerderung der angewandten Forschung e.V., Version 2002/II«

Annex A: Modifications to Fraunhofer General Terms and Conditions applicable to this project**Section 7 of the enclosed General Terms and Conditions is replaced by the following provisions:****7. Liability, Product Liability**

- 7.1 Fraunhofer-Gesellschaft shall be responsible for applying scientific care and for complying with accepted scientific standards but not for actually achieving the research and development goal.
- 7.2 The liability of Fraunhofer-Gesellschaft, its legal representatives and agents in the case of violation of obligations and tort shall be limited to intent and gross negligence. In cases of gross negligence liability shall further be limited to direct, foreseeable and contractually typical damages and in total to the amount payable to Fraunhofer-Gesellschaft by Client under this contract. Except for in cases of intent Fraunhofer-Gesellschaft, its legal representatives and agents shall not be liable for indirect or consequential damages, e.g. loss of profits.
- 7.3 Should Fraunhofer-Gesellschaft neither fulfil the performance as agreed upon nor do so at the time due nor in the manner agreed upon, then the client may only demand compensation in lieu of performance if the client has unsuccessfully set an appropriate deadline for the performance by Fraunhofer-Gesellschaft including the statement that it would otherwise reject acceptance of the performance after the passing of that deadline.
- 7.4 Neither Fraunhofer-Gesellschaft nor MPW-Center shall be liable in case the MPW-Center declines to manufacture MPWs due to deviations from Design Rules. Client expressly recognizes that the MPW Center and Fraunhofer-Gesellschaft services cannot and do not guarantee nor hold out the prospect of correct working of designs manufactured on MPW runs.

The fact that the MPW Center has performed Design Rule Checks on Client generated designs does not mean that the MPW Center or Fraunhofer-Gesellschaft guarantee nor hold out the prospect of correct working of the designs. It is solely Client's responsibility to ensure correct working of the designs.

The MPW Center merely states that prototypes are taken from wafers that meet the standard quality level of the selected third party vendor(s) and have passed the standard third party vendor wafer parametric tests. Fraunhofer-Gesellschaft shall not be responsible or liable for the use of the wafers delivered under this contract to Client nor for damages caused by it.

- 7.5 Client is aware that in an individual case the results may bear a risk of product liability. Client will take out reasonable insurance against such risk. Notwithstanding the foregoing, Client shall indemnify Fraunhofer from any and all third-party claims based on product liability.

In addition to the General Terms and Conditions the following provisions shall apply:

Delivery terms

Place of performance for Fraunhofer-Gesellschaft shall be the place of business of the Fraunhofer-Institutes involved. In case of delivery of objects "CPT < Via della Ricerca Scientifica, 1, 00133 Rome, Italy>" Incoterms® 2010 shall apply. As far as not otherwise agreed in writing Client shall provide transport insurance at his own expense.

Security of electronic data transmission

For the communication with our Clients sometimes we use unencoded electronic data transmission. We cannot guarantee the security of the data transmission. On your request, we offer PGP- or S/MIME-encoding.

Place of jurisdiction

The parties agree that the exclusive place of jurisdiction shall be Munich, Germany.

Export

Where fulfilment of contractual obligations of Fraunhofer-Gesellschaft requires a permit due to national, European, United States or international foreign trade law regulations, including an embargo (and/or other sanctions), contractual performance will be subject to authorization by the competent authority; in case the authorization is not granted, there shall be no breach of contract or contractual obligation on Fraunhofer-Gesellschaft's part. The same applies if fulfilment of the contract should be prohibited due to the regulations cited.

Any damage compensation obligation due to delays or obstructions to performance in view of national, European, United States or international foreign trade law regulations, including an embargo (and/or other sanctions) is expressly barred. The same applies to other claims (such as repayment or guarantee claims, which are due to advance payment bonds, etc.).

If the Client is entitled under the contractual provisions in any specific case to award licenses to the research and development results for use outside of Germany as well, the Client shall comply with any applicable German, European, United States or international foreign trade law regulations, including an embargo (and/or other sanctions).

We assign Fraunhofer IIS with the performance of this offer No.: 044/16988/S45

Rome, _____

INFN
Sezione di Roma

Oggetto: Re: Information request IHP Runs in 2019

Mittente: Davide Badoni <davide.badoni@roma2.infn.it>

Data: 14/12/18, 11:23

A: virtual-asic <virtual-asic@iis.fraunhofer.de>

CC: Marta Solinas <marta.solinas@roma2.infn.it>, andrea salamon
<andrea.salamon@roma2.infn.it>, Ricciardelli
<michela.ricciardelli@roma2.infn.it>

Dear Elvira,

thank you for your quotation.

Unfortunately we can not accept the quotation as it is, since the total amount of the two positions (20,160 euro VAT excluded) exceeds the maximum allowed cost of 19.746 (VAT excluded) expressed in our request.

Therefore, I kindly ask you if is possible to apply a small discount to fit our badget.

If this were not possible, we are forced to ask for a minor area on position 2 (SGH5_EPIC): 2.2 mm^2 (instead of 2.3 mm^2); with this area the total costs of Position 2 will be 10560 euro (VAT excluded) and therefore the "Total amount of this order" (19.680 euro VAT excluded) will not exceed our maximum allowed cost.

Please kindly, send us the new modified quotation as soon as possible.

Thank you so much for your understanding.

My best regards

Davide Badoni

Il 13/12/18 15:27, virtual-asic ha scritto:

Dear Mr. and Mrs. ,

Please find attached with this email the requested quotation and our terms conditions.

Best regards
Elvira

-----Original Message-----

From: andrea salamon [<mailto:andrea.salamon@cern.ch>]
Sent: Wednesday, December 12, 2018 12:51 PM
To: virtual-asic
Cc: Davide Badoni; andrea.salamon@roma2.infn.it
Subject: Re: Information request IHP Runs in 2019

Dear Elvira

Thanks a lot for your email.

You should reply to the quotation request you should have received from roma2@pec.infn.it on 23/11/2018.

You can find the quotation request in attachment.

To summarize, the quotation request is for:

1. MPW chip submission related to IHP "SG25H3" tape-in of February 2019.
Project area 2.5 mm².
Total no. of samples: 40
Setup and packaging costs for no. 10 samples (of the 40 above mentioned samples) with QFN 100 (12x12) package.
Expected delivery date for February 2019 tape-in: within May 2019.

2. MPW chip submission related to IHP "SG25H5_EPIC" tape-in of April 2019.
Project area 2.3 mm².
Total no. of samples: 25
Expected delivery date for April 2019 tape-in: within November 2019.

The quotation request in attachment must be undersigned, registered and sent, with the attached statements filled and signed by the Legal Representative of the Company accompanied of a copy of his identity document,

not later than 15 December 2018 (the deadline you can find in the attached document has been extended)

to the following address:
ISTITUTO NAZIONALE DI FISICA NUCLEARE
SEZIONE DI ROMA TOR VERGATA
Via della Ricerca Scientifica, 1
00133 Roma (Italy)

using the following e-mail address:
roma2@pec.infn.it

Quotation must cite our reference number ZC825B8449

Thanks a lot
Cheers
Andrea

Andrea Salamon
INFN Roma Tor Vergata
Office: +39-06-7259-4110
Lab: +39-06-7259-4909

On 11/12/18 15:12, virtual-asic wrote:

Dear Andrea,

We have received the prices.
Please give me the quotation & delivery address and contact person.

Best regards
Elvira

-----Original Message-----

From: andrea salamon [<mailto:andrea.salamon@cern.ch>]
Sent: Monday, December 10, 2018 10:40 PM
To: virtual-asic
Cc: Davide Badoni; andrea.salamon@roma2.infn.it
Subject: Re: Information request IHP Runs in 2019

Dear Elvira

Did you receive the final price list from IHP?

Do you think you will be able to send by 15 of December the quotation for

1. MPW chip submission related to IHP "SG25H3" tape-in of February 2019.

Project area 2.5 mm².

Total no. of samples: 40

Setup and packaging costs for no. 10 samples (of the 40 above mentioned samples) with QFN 100 (12x12) package.

Expected delivery date for February 2019 tape-in: within May 2019.

2. MPW chip submission related to IHP "SG25H5_EPIC" tape-in of April 2019.

Project area 2.3 mm².

Total no. of samples: 25

Expected delivery date for April 2019 tape-in: within November 2019.

Please let me know

Thanks a lot

Best regards
Andrea

Andrea Salamon
INFN Roma Tor Vergata
Office: +39-06-7259-4110
Lab: +39-06-7259-4909

On 20/11/18 12:15, virtual-asic wrote:

Dear Mr. and Mrs.,

I would like to inform you that we are not able to send a quotation currently

because we still didn't receive the final price list from IHP.

We expect to receive this at the beginning of December.
As soon as we get this we will send the quotations immediately.

Best regards
Elvira

-----Original Message-----

From: andrea salamon [<mailto:andrea.salamon@cern.ch>]
Sent: Monday, November 19, 2018 5:24 PM
To: virtual-asic
Cc: Andrea Salamon; davide badoni
Subject: Re: Information request IHP Runs in 2019

Dear Elvira

Thanks a lot for your email

I suppose you still didn't receive the final price list from IHP.

I would like to kindly ask you to send an email to roma2@pec.infn.it telling

that

1. you didn't send the quotation because you still didn't receive the final quotation form IHP
2. the estimated date for sending us the quotation

Tomorrow I will ask to my administrative department to postpone the

maximum

allowed date for sending the quotation.

Thanks a lot
Cheers
Andrea

Andrea Salamon
INFN Roma Tor Vergata
Office: +39-06-7259-4110
Lab: +39-06-7259-4909

On 16/11/18 12:56, virtual-asic wrote:

Dear Andrea,

I haven't sent the quotation because we haven't received the final price list

>from IHP.

As soon as we get this I will send the quote. I cannot promise you that you

receive the quote till 19 of November.

Regards
Elvira

-----Original Message-----

From: andrea salamon [<mailto:andrea.salamon@cern.ch>]
Sent: Friday, November 16, 2018 12:05 PM
To: virtual-asic
Cc: Andrea Salamon; davide badoni
Subject: Re: Information request IHP Runs in 2019

Dear Elvira

Please let me know when you have sent your quotation.

The quotation must be undersigned, registered and sent, with the

attached

statements filled and signed by the Legal Representative of the Company accompanied of a copy of his identity document,

not later than 19 November 2018

to the following address:
ISTITUTO NAZIONALE DI FISICA NUCLEARE
SEZIONE DI ROMA TOR VERGATA
Via della Ricerca Scientifica, 1
00133 Roma (Italy)

using the following e-mail address:
roma2@pec.infn.it

Quotation must cite our reference number ZC825B8449

Thanks a lot
Cheers
Andrea

Andrea Salamon
INFN Roma Tor Vergata
Office: +39-06-7259-4110
Lab: +39-06-7259-4909

On 14/11/18 11:51, andrea salamon wrote:

Just to avoid misunderstandings: we ask the quotations for
both runs:

IHP

"SG25H3" tape-in of February 2019 and IHP "SG25H5_EPIC" tape-in
of

April

2019.

Cheers
Andrea

Andrea Salamon
INFN Roma Tor Vergata
Office: +39-06-7259-4110
Lab: +39-06-7259-4909

On 14/11/18 11:50, andrea salamon wrote:

Dear Elvira

Thanks a lot for your email and your proposal: we prefer to have the

quotation for SG25H5_EPIC.

You can find chip areas and dates of the requested IHP Tape
INs in the

last

page of the document you received with the email

1. Technology required for chip submission related to IHP
"SG25H3"

tape-

in

of February 2019.

Project area 2.5 mm².
Total no. of samples: 40
Setup and packaging costs for no. 10 samples (of the 40 above)

mentioned

samples) with QFN 100 (12x12) package.

Expected delivery date for February 2019 tape-in: within May 2019.

2. Technology required for chip submission related to IHP

"SG25H5_EPIC"

tape-in of April 2019.

Project area 2.3 mm².
Total no. of samples: 25
Expected delivery date for April 2019 tape-in: within November 2019.

Thanks a lot
Cheers
Andrea

Andrea Salamon
INFN Roma Tor Vergata
Office: +39-06-7259-4110
Lab: +39-06-7259-4909

On 14/11/18 11:25, virtual-asic wrote:

Dear Andrea,

Yes, I am. I need to know the chip areas and dates of the

requested IHP

Tape

INs .

Additional I have the following information that you asked before.

You

wanted to use the technology SG25H5 without photonics. As alternative

you

can

use SG13S. Please look at the properties of SG13S and SG25H5_EPIC of

the

devices. Please give your feedback if I should prepare the quotation for SG25H5_EPIC or SG13S.

Best regards
Elvira

-----Original Message-----

From: andrea salamon [<mailto:andrea.salamon@cern.ch>]
Sent: Tuesday, November 13, 2018 4:16 PM
To: virtual-asic
Subject: Information request

Dear Elvira

You should have received the following request for quotation

Da: "roma2" roma2@pec.infn.it
A: virtual-asic@iis.fraunhofer.de

Cc: davide.badoni@roma2.infn.it,
marta.solinas@roma2.infn.it
Data: Tue, 13 Nov 2018 14:48:59 +0100
Oggetto: Request for quotation CIG n. ZC825B8449 -
Prot. n.
A00_ROMA2-2018-0000238

Dear Sirs,

you will find here attached our request for
quotation CIG n.

ZC825B8449

- Prot. n. A00_ROMA2-2018-0000238.

Best regards,

Michela Ricciardelli
Ufficio Contratti
Infn Sezione Roma Tor Vergata
Via della Ricerca Scientifica, 1
00133 Roma
tel. 06/72594763 email:
michela.ricciardelli@roma2.infn.it

Could you please confirm?
I ask only to be sure nothing is lost

Thanks a lot
Cheers
Andrea

--

=====

Dr. Davide Badoni
I.N.F.N. Sezione di Roma Tor Vergata

Re: Information request IHP Runs in 2019

Via della Ricerca scientifica, 1
00133 Roma
Tel. 06-72594500
e-mail: davide.badoni@roma2.infn.it
=====

Fraunhofer IIS | Am Wolfsmantel 33 | 91058 Erlangen, Germany

ISTITUTO NAZIONALE DI FISICA NUCLEARE
SEZIONE DI ROMA TOR VERGATA
Via della Ricerca Scientifica, 1
00133 Rome
Italy

Fraunhofer Institute for Integrated Circuits IIS

Management of the Institute
Prof. Dr. Albert Heuberger (executive)
Dr. Bernhard Grill

Am Wolfsmantel 33
91058 Erlangen, Germany

Elvira Liandres
Project Manager
Department Integrated Circuits and Systems ICS
Phone + 49 9131 776-4464 | Fax -4499
elvira.liandres@iis.fraunhofer.de
www.iis.fraunhofer.de

Erlangen, December 14, 2018

Offer No. 044/16988/S45_A
Request for Quotation CIQ number ZC825B8449

Dear Sir or Madam,

In the context of the EUROPRACTICE IC service (a project funded by the European Commission) and, as far as not otherwise regulated in this offer (Annex A), based on the enclosed »General Terms and Conditions for Research and Development contracted to Fraunhofer-Gesellschaft zur Foerderung der angewandten Forschung e.V., Version 2002/II« (Annex B), we offer:

Subject/Task/Time schedule/Costs

Engineering service including design rule check (DRC) and design submission to the semiconductor foundry

Position 1

MPW production in SG25H3 technology on MPW-Run 6698 of February 04, 2019,
incl. delivery of 40 samples

Chip area:	2.5 mm ²	
Price per mm ² :	3,040.00 € plus VAT, if applicable	
MPW production costs:	2.5 mm ² x 3,040.00 €/mm ² =	7,600.00 € plus VAT, if applicable

Packaging in QFN 100 (12x12)	
Packaging costs for 10 packaged ICs à 122.00 €:	1,220.00 € plus VAT, if applicable
Setup costs:	300.00 € plus VAT, if applicable

Total costs: 9,120.00 € plus VAT, if applicable

Expected delivery date: approx. May 2019

Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e. V., München
Executive Board
Prof. Dr.-Ing. habil. Prof. E. h. Dr.-Ing. E. h. mult. Dr. h. c. Dr. h. c. Reimund Neugebauer, President
Prof. Dr. phil. publ. ass. iur. Alexander Kurz
Dipl.-Ing. Dr. rer. oec. Gert Rosenfeld
Prof. Dr. rer. oec. Gert Rosenfeld
14.12.2018

Cheques and transfers payable to:
Deutsche Bank, München
Account 752193300 BLZ 700 700 10
IBAN DE86 7007 0010 0752 1933 00
BIC (SWIFT-Code) DEUTDEMM
V.A.T. Ident No. DE129515865
Tax Number 143/215/20392



Position 2

MPW production in SG25H5_EPIC technology on MPW-Run 6930 of April 29, 2019,
incl. delivery of 25 samples

Chip area:	2.2 mm ²	
Price per mm ² :	4,800.00 € plus VAT, if applicable	
MPW production costs:	2.2 mm ² x 4,800.00 €/mm ² =	10,560.00 € plus VAT, if applicable
Total costs:		10,560.00 € plus VAT, if applicable

Expected delivery date: approx. November 2019

All indicated expected delivery times are standard delivery times, based on the fabrication runtime of third party vendors. Fraunhofer-Gesellschaft and the MPW Center shall make reasonable efforts to deliver on time. However, notwithstanding the foregoing, neither the MPW Center nor Fraunhofer-Gesellschaft shall be held liable for any delays or failures to meet delivery dates.

Payment plan

100 % payment within 30 days upon receipt of the IC samples

Conditions of payment

All prices given do not include applicable value added taxes. All prices are binding and should be transferred to Fraunhofer-Gesellschaft's account number named in invoice.

The Client bears all Italian direct (withholding tax of Fraunhofer-Gesellschaft, etc.) and indirect (value added taxes, etc.) taxes and dues caused by the performance of the contract, irrespective of what party is legally obliged to declare and/or pay taxes or dues. The Client informs Fraunhofer-Gesellschaft about required actions to comply with its duties under public law stated in the previous sentence. So all prices under this contract are understood as free of any Italian direct and indirect taxes.

Changes to contract

Any changes to the content of the contract made necessary during the course of the project will require a reassessment of the price and are to be agreed upon by the Client and Fraunhofer-Gesellschaft.

Proposal validity

This proposal is valid and binding until June 28, 2019.

Best regards,


Dr. Frank Oehler
Deputy Head of Department
Thomas Drischel
Group Manager

Encl.

Annex A: »Modifications to Fraunhofer General Terms and Conditions applicable to this project«

Annex B: »General Terms and Conditions for Research and Development contracted to Fraunhofer-Gesellschaft zur
Foerderung der angewandten Forschung e.V., Version 2002/II«



Annex A: Modifications to Fraunhofer General Terms and Conditions applicable to this project**Section 7 of the enclosed General Terms and Conditions is replaced by the following provisions:****7. Liability, Product Liability**

- 7.1 Fraunhofer-Gesellschaft shall be responsible for applying scientific care and for complying with accepted scientific standards but not for actually achieving the research and development goal.
- 7.2 The liability of Fraunhofer-Gesellschaft, its legal representatives and agents in the case of violation of obligations and tort shall be limited to intent and gross negligence. In cases of gross negligence liability shall further be limited to direct, foreseeable and contractually typical damages and in total to the amount payable to Fraunhofer-Gesellschaft by Client under this contract. Except for in cases of intent Fraunhofer-Gesellschaft, its legal representatives and agents shall not be liable for indirect or consequential damages, e.g. loss of profits.
- 7.3 Should Fraunhofer-Gesellschaft neither fulfil the performance as agreed upon nor do so at the time due nor in the manner agreed upon, then the client may only demand compensation in lieu of performance if the client has unsuccessfully set an appropriate deadline for the performance by Fraunhofer-Gesellschaft including the statement that it would otherwise reject acceptance of the performance after the passing of that deadline.
- 7.4 Neither Fraunhofer-Gesellschaft nor MPW-Center shall be liable in case the MPW-Center declines to manufacture MPWs due to deviations from Design Rules. Client expressly recognizes that the MPW Center and Fraunhofer-Gesellschaft services cannot and do not guarantee nor hold out the prospect of correct working of designs manufactured on MPW runs.

The fact that the MPW Center has performed Design Rule Checks on Client generated designs does not mean that the MPW Center or Fraunhofer-Gesellschaft guarantee nor hold out the prospect of correct working of the designs. It is solely Client's responsibility to ensure correct working of the designs.

The MPW Center merely states that prototypes are taken from wafers that meet the standard quality level of the selected third party vendor(s) and have passed the standard third party vendor wafer parametric tests. Fraunhofer-Gesellschaft shall not be responsible or liable for the use of the wafers delivered under this contract to Client nor for damages caused by it.

- 7.5 Client is aware that in an individual case the results may bear a risk of product liability. Client will take out reasonable insurance against such risk. Notwithstanding the foregoing, Client shall indemnify Fraunhofer from any and all third-party claims based on product liability.



In addition to the General Terms and Conditions the following provisions shall apply:

Delivery terms

Place of performance for Fraunhofer-Gesellschaft shall be the place of business of the Fraunhofer-Institutes involved. In case of delivery of objects "CPT < Via della Ricerca Scientifica, 1, 00133 Roma, Italy>" Incoterms® 2010 shall apply. As far as not otherwise agreed in writing Client shall provide transport insurance at his own expense.

Security of electronic data transmission

For the communication with our Clients sometimes we use unencoded electronic data transmission. We cannot guarantee the security of the data transmission. On your request, we offer PGP- or S/MIME-encoding.

Place of jurisdiction

The parties agree that the exclusive place of jurisdiction shall be Munich, Germany.

Export

Where fulfilment of contractual obligations of Fraunhofer-Gesellschaft requires a permit due to national, European, United States or international foreign trade law regulations, including an embargo (and/or other sanctions), contractual performance will be subject to authorization by the competent authority; in case the authorization is not granted, there shall be no breach of contract or contractual obligation on Fraunhofer-Gesellschaft's part. The same applies if fulfilment of the contract should be prohibited due to the regulations cited.

Any damage compensation obligation due to delays or obstructions to performance in view of national, European, United States or international foreign trade law regulations, including an embargo (and/or other sanctions) is expressly barred. The same applies to other claims (such as repayment or guarantee claims, which are due to advance payment bonds, etc.).

If the Client is entitled under the contractual provisions in any specific case to award licenses to the research and development results for use outside of Germany as well, the Client shall comply with any applicable German, European, United States or international foreign trade law regulations, including an embargo (and/or other sanctions).

We assign Fraunhofer IIS with the performance of this offer No.: 044/16988/S45_A

Roma, _____

ISTITUTO NAZIONALE DI FISICA NUCLEARE
SEZIONE DI ROMA TOR VERGATA



General Terms and Conditions for Research and Development contracted to Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V. Version 2002/II

Fraunhofer-Gesellschaft pursues exclusively and directly non-profit objectives, conducting contractual research in the field of applied research and breaking new ground in doing so. The following General Terms and Conditions reflect the nature of these objectives.

1. Scope of application

- 1.1 The following General Terms and Conditions shall apply to all research and development projects contracted to Fraunhofer-Gesellschaft. Divergent, contrary, or additional terms requested by the client shall not form part of the contract without the prior written consent of Fraunhofer-Gesellschaft. Where the following General Terms and Conditions do not provide any other regulation of the matter, the provisions of service contract law (Arts 611 et seq. German Civil Code) shall apply to all research and development contracts.
- 1.2 Where the following General Terms and Conditions provide the barring or limitation of damage liability of Fraunhofer-Gesellschaft, its legal representatives or agents, such barring or limitation shall not apply to liability for damages from injury to life, body, or health.

2. Object of the contract, period of performance

- 2.1 The research and development project shall comprise the work defined in the offer of Fraunhofer-Gesellschaft.
- 2.2 Where the offer or the research and development contract includes a period of performance or deadlines, these shall only be deemed to be binding after express acknowledgement by Fraunhofer-Gesellschaft.
Should Fraunhofer-Gesellschaft recognise that the binding period of performance or the binding deadline cannot be met then it shall notify the client of the reasons for delay and shall agree on an appropriate adjustment with the client.

3. Fee

- 3.1 The fee shall be a fixed price. Notwithstanding this, the contracting parties may agree that the fee will be charged according to cost, where applicable with a maximum cost limit. VAT shall be added to the fee in each case, if applicable.
- 3.2 Fraunhofer-Gesellschaft shall immediately notify the client if it foresees that the result intended by the research and development contract cannot be achieved at the agreed fee. Fraunhofer-Gesellschaft shall simultaneously propose an adjustment of the fee to the client. Should this be necessary for reasons which were neither foreseeable when the contract was concluded nor the responsibility of Fraunhofer-Gesellschaft and if no other agreement is reached with the client, then the adjustment proposed by Fraunhofer-Gesellschaft shall be binding.

4. Payments

- 4.1 Payments shall be due according to the agreed payment schedule. In the absence of a payment schedule, the due date shall be the date stated in the invoice. Payments shall be made without a cash discount and with an indication of the invoice number and the performing Fraunhofer-Institute to the account designated by Fraunhofer-Gesellschaft.
- 4.2 Setoff against claims of Fraunhofer-Gesellschaft shall only be allowed if the counterclaim is uncontested or if it is the subject of a final court decision.
- 4.3 The client may only exercise a right of retention if its counterclaim is based on the same contractual relationship.

5. Result of Research and Development, Rights of Use

- 5.1 The research and development result shall be made available to the client after completion of the project in accordance with the offer.
- 5.2 The client shall be granted a non-exclusive, royalty-free right of use for the purpose of application on which the contract is based to inventions generated during the performance of the project as well as to industrial property rights filed by and granted to Fraunhofer-Gesellschaft for these inventions. The client shall reimburse Fraunhofer-Gesellschaft an appropriate part of the costs for registration, maintenance and defence of the industrial property rights to be agreed upon between the contracting parties and shall pay, in case of use of the inventions, a comprehensive employee inventors fee, the amount of which shall be agreed in each individual case.
- 5.3 Upon request and in lieu of the right according to Section 5.2, the client shall be granted an exclusive, royalty bearing right of

project as well as to industrial property rights filed by and granted to Fraunhofer-Gesellschaft for these inventions. The request shall be made in writing addressed to Fraunhofer-Gesellschaft, at the latest three months after the client's notification of the invention. Fraunhofer-Gesellschaft shall insofar retain a non-exclusive, royalty-free right of use for purposes of research and development.

- 5.4 The client shall be granted a non-exclusive, royalty-free right of use for the purpose of application on which the contract is based to copyright protected works, databases, and know-how created during the performance of the project. The granting of an exclusive right of use for the purpose of application on which the contract is based shall require a separate agreement.
- 5.5 Inventions jointly achieved by the contracting parties during the performance of the project (joint inventions) may be used and licensed by each contracting party without any financial compensation. The contracting parties shall each bear a to be agreed portion of the costs for registration, maintenance and defence of the industrial property rights in question. In the case of copyright protected works jointly created during the performance of the contract (joint authorship) Section 5.5, sentence 1 shall apply correspondingly.
- 5.6 If during the performance of the contract already existing industrial property rights or copyrights of Fraunhofer-Gesellschaft are used which are required for the client's commercialisation of the result of the research and development project, then the client shall be granted a non-exclusive, royalty-bearing right of use under a separate agreement unless other obligations entered into by Fraunhofer-Gesellschaft preclude this.

6. Third party property rights

- 6.1 Fraunhofer-Gesellschaft shall immediately notify the client of any third party industrial property rights of which it becomes aware during the performance of the contract and which could preclude the client's use agreed pursuant to Section 5. The contracting parties shall decide in joint consultation how such industrial property rights shall be taken into consideration in the further performance of the project.
- 6.2 In the case of infringement of third party industrial property rights Fraunhofer-Gesellschaft shall be liable under the provisions of Sections 7.2 and 8.4, sentence 1 if it has violated its obligation to notify the client. Notwithstanding the liability under Section 8, the client shall have no further claims against Fraunhofer-Gesellschaft.

7. Liability

- 7.1 Fraunhofer-Gesellschaft shall be responsible for applying scientific care and for complying with accepted scientific standards but not for actually achieving the research and development goal.
- 7.2 The liability of Fraunhofer-Gesellschaft, its legal representatives and agents in the case of violation of obligations and tort shall be limited to intent and gross negligence. Only in case of violation of essential contractual obligations (cardinal obligations) Fraunhofer-Gesellschaft, its legal representatives and agents shall also be liable in case of slight negligence. In any case, liability shall be limited to the foreseeable, contractually typical damages.
- 7.3 Should Fraunhofer-Gesellschaft neither fulfil the performance as agreed upon nor do so at the time due nor in the manner agreed upon, then the client may only demand compensation in lieu of performance if the client has unsuccessfully set an appropriate deadline for the performance by Fraunhofer-Gesellschaft including the statement that it would otherwise reject acceptance of the performance after the passing of that deadline.

8. Special conditions for delivery and work performance within the research and development project

- 8.1 Where Fraunhofer-Gesellschaft on the basis of an express commitment owes performance or delivery of work results corresponding to the accepted state-of-the-art as the result of research and development then in the case of defects the relevant provisions for sales contracts (Kaufrecht) and contracts

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del 14/12/2018



General Terms and Conditions for Research and Development contracted to Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V. Version 2002/II

- for work and services (Werkvertragsrecht) shall only be applicable subject to the following Sections.
- 8.2 Should the result of the research and development work generated by Fraunhofer-Gesellschaft prove to be defective, then Fraunhofer-Gesellschaft shall first be given the opportunity to supplementary performance - depending on the nature of the result of the research and development, the defect and other circumstances also repeatedly - either by means of remedying the defect or substitute delivery.
- 8.3 Should Fraunhofer-Gesellschaft reject supplementary performance or if supplementary performance cannot be achieved or the client cannot reasonably be expected to accept supplementary performance, then the client may either terminate the contract or demand reduction of the fee owed (reduction) or damages. The right to termination may be exercised only in case of a serious defect. Such right lapses if the client does not declare the termination of the contract within 14 days after receiving notification of rejection or failure of supplementary performance or at the latest 14 days after the date at which it is recognised that the client cannot reasonably be expected to accept supplementary performance. Fraunhofer-Gesellschaft shall pay damages only under the further conditions of Section 7.2 and, if Fraunhofer-Gesellschaft has rejected supplementary performance, Section 7.3 shall apply also.
- 8.4 In the case of an infringement of third party intellectual property rights Fraunhofer-Gesellschaft shall only be liable if such rights apply in the Federal Republic of Germany, if the client uses the research and development result in a manner consistent with the contract, if a court decision based on infringement by the client of third party intellectual property rights is rendered against the client, and if the client has immediately notified Fraunhofer-Gesellschaft in writing of the claims asserted by such third party. Supplementary performance under Section 8.2 will be carried out by Fraunhofer-Gesellschaft by either obtaining a contractual authorisation for the client's use or by modifying the result of the research and development that the relevant third party intellectual property rights are no longer infringed.
- 8.5 The client shall immediately examine the research and development result supplied by Fraunhofer-Gesellschaft and report any defects found without undue delay. Fraunhofer-Gesellschaft only warrants for recognisable defects if it has been notified thereof within a period of 14 days from the date of delivery.
- 8.6 Claims due to defects shall be statute-barred in accordance with the provisions of Section 9.
- 9. Statutes of limitation**
- 9.1 The claims of the client for breach of duty and tort shall be statute-barred within 12 months. This shall not apply where legislation prescribes longer periods of time in Arts 438, para 1, no 2, 479, para 1 (regress claim) and 634a, para 1, no 2, alt 1 (construction defects) German Civil Code or Fraunhofer-Gesellschaft is liable due to intent or gross negligence.
- 9.2 Should acceptance of the research and development result be agreed upon, the statute of limitations on claims due to defects pursuant to Section 9.1 shall commence upon acceptance, otherwise upon delivery.
- 9.3 Negotiations between the contracting parties over claims or over circumstances giving rise to claims shall suspend the statutes of limitation. The suspensive effect shall end if one of the contracting parties has not complied within four weeks with the request of the other contracting party to continue negotiations.

10. Retention of title

- 10.1 The client shall only be granted ownership to the result of the research and development as well as to the right of use according to Sections 5.2, 5.3, 5.4, and 5.6 after full payment of the agreed fee. Ownership and rights of use held by Fraunhofer-Gesellschaft may neither be mortgaged nor transferred as security.
- 10.2 In the event that the ownership of Fraunhofer-Gesellschaft to the result of the research and development lapses through combination, commingling, or processing it is already hereby agreed that the ownership to the combined object created in such a case shall, until full payment of the agreed fee, be proportionally assigned (invoiced value) to Fraunhofer-Gesellschaft.

- 10.3 In the event of onward sale of the result of the research and development, the client shall cede all rights in rem to onward sale to Fraunhofer-Gesellschaft until full payment of the agreed fee.

11. Confidentiality

- 11.1 The contracting parties shall for the duration of the contract and for a period of five years after its termination not make accessible to third parties information of a technical or commercial nature disclosed to each other and declared to be confidential. This shall not apply to information known or generally accessible to the other contracting party or to the public, or information which becomes known or generally accessible to the public after disclosure without any involvement or fault on the part of the other contracting party, or correspond to information disclosed or made accessible to the other contracting party by an entitled third party, or independently developed by an employee of the other contracting party not in possession of the information disclosed.
- 11.2 Third parties within the meaning of this provision shall not include subcontractors of Fraunhofer-Gesellschaft if these have been entrusted with a part of the services by Fraunhofer-Gesellschaft within the context of the assignment and if they have been placed under an obligation of confidentiality.

12. Publication, advertising

- 12.1 The client shall be entitled to publish the result of the research and development including identification of the author or the Fraunhofer-Institute involved only after prior consultation of Fraunhofer-Gesellschaft. Such consultation shall take into consideration that, for instance, dissertations, master's theses or applications, and/or registrations of intellectual property rights are not impaired. For purposes of advertising, the client may only mention the name of Fraunhofer-Gesellschaft or of the Fraunhofer-Institute involved with their express consent.
- 12.2 Publications by Fraunhofer-Gesellschaft relating to the purpose of application on which the contract is based and for which the client has been granted an exclusive licence as specified in Section 5.3, shall only be made after consultation with the client in due time prior to publication.

13. Termination

- 13.1 Should no essential progress in work have been achieved within a significant period of performance then each contracting party shall be entitled to terminate the contract with one month notice to the end of a calendar month. However, termination is excluded within a six months period since the beginning of the contract. Except as provided in this Section 13, there shall be no further right of termination.
- 13.2 Each contracting party shall be entitled to terminate the contract with immediate effect for good cause.
- 13.3 Upon termination Fraunhofer-Gesellschaft shall submit within four weeks the result of the research and development achieved until expiry of the period of notice. The client shall be obliged to compensate Fraunhofer-Gesellschaft for costs incurred up to the expiry of the period of notice. Personnel costs shall be reimbursed as incurred up to the date of termination. In the event that the termination is due to a fault by one of the contracting parties, this shall not affect damage compensation claims.

14. Miscellaneous

- 14.1 Ancillary understandings, amendments and supplements hereto must be made in writing.
- 14.2 Place of performance for Fraunhofer-Gesellschaft shall be the place of business of the Fraunhofer-Institute involved. Place of performance for payments by the client shall be Munich.
- 14.3 This contract shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.
- 14.4 Should one or more provisions of these General Terms and Conditions be or become fully or partially void then the validity of the remaining provisions shall remain unaffected. The same shall apply in the case of a gap in the provisions of these General Terms and Conditions.



General Terms and Conditions for Research and Development contracted to Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V. Version 2002/II

Fraunhofer-Gesellschaft pursues exclusively and directly non-profit objectives, conducting contractual research in the field of applied research and breaking new ground in doing so. The following General Terms and Conditions reflect the nature of these objectives.

1. Scope of application

- 1.1 The following General Terms and Conditions shall apply to all research and development projects contracted to Fraunhofer-Gesellschaft. Divergent, contrary, or additional terms requested by the client shall not form part of the contract without the prior written consent of Fraunhofer-Gesellschaft. Where the following General Terms and Conditions do not provide any other regulation of the matter, the provisions of service contract law (Arts 611 et seq. German Civil Code) shall apply to all research and development contracts.
- 1.2 Where the following General Terms and Conditions provide the barring or limitation of damage liability of Fraunhofer-Gesellschaft, its legal representatives or agents, such barring or limitation shall not apply to liability for damages from injury to life, body, or health.

2. Object of the contract, period of performance

- 2.1 The research and development project shall comprise the work defined in the offer of Fraunhofer-Gesellschaft.
- 2.2 Where the offer or the research and development contract includes a period of performance or deadlines, these shall only be deemed to be binding after express acknowledgement by Fraunhofer-Gesellschaft.
Should Fraunhofer-Gesellschaft recognise that the binding period of performance or the binding deadline cannot be met then it shall notify the client of the reasons for delay and shall agree on an appropriate adjustment with the client.

3. Fee

- 3.1 The fee shall be a fixed price. Notwithstanding this, the contracting parties may agree that the fee will be charged according to cost, where applicable with a maximum cost limit. VAT shall be added to the fee in each case, if applicable.
- 3.2 Fraunhofer-Gesellschaft shall immediately notify the client if it foresees that the result intended by the research and development contract cannot be achieved at the agreed fee. Fraunhofer-Gesellschaft shall simultaneously propose an adjustment of the fee to the client. Should this be necessary for reasons which were neither foreseeable when the contract was concluded nor the responsibility of Fraunhofer-Gesellschaft and if no other agreement is reached with the client, then the adjustment proposed by Fraunhofer-Gesellschaft shall be binding.

4. Payments

- 4.1 Payments shall be due according to the agreed payment schedule. In the absence of a payment schedule, the due date shall be the date stated in the invoice. Payments shall be made without a cash discount and with an indication of the invoice number and the performing Fraunhofer-Institute to the account designated by Fraunhofer-Gesellschaft.
- 4.2 Setoff against claims of Fraunhofer-Gesellschaft shall only be allowed if the counterclaim is uncontested or if it is the subject of a final court decision.
- 4.3 The client may only exercise a right of retention if its counterclaim is based on the same contractual relationship.

5. Result of Research and Development, Rights of Use

- 5.1 The research and development result shall be made available to the client after completion of the project in accordance with the offer.
- 5.2 The client shall be granted a non-exclusive, royalty-free right of use for the purpose of application on which the contract is based to inventions generated during the performance of the project as well as to industrial property rights filed by and granted to Fraunhofer-Gesellschaft for these inventions. The client shall reimburse Fraunhofer-Gesellschaft an appropriate part of the costs for registration, maintenance and defence of the industrial property rights to be agreed upon between the contracting parties and shall pay, in case of use of the inventions, a comprehensive employee inventors fee, the amount of which shall be agreed in each individual case.
- 5.3 Upon request and in lieu of the right according to Section 5.2, the client shall be granted an exclusive, royalty bearing right of use for the purpose of application on which the contract is based to inventions generated during the performance of the

project as well as to industrial property rights filed by and granted to Fraunhofer-Gesellschaft for these inventions. The request shall be made in writing addressed to Fraunhofer-Gesellschaft, at the latest three months after the client's notification of the invention. Fraunhofer-Gesellschaft shall insofar retain a non-exclusive, royalty-free right of use for purposes of research and development.

- 5.4 The client shall be granted a non-exclusive, royalty-free right of use for the purpose of application on which the contract is based to copyright protected works, databases, and know-how created during the performance of the project. The granting of an exclusive right of use for the purpose of application on which the contract is based shall require a separate agreement.
- 5.5 Inventions jointly achieved by the contracting parties during the performance of the project (joint inventions) may be used and licensed by each contracting party without any financial compensation. The contracting parties shall each bear a to be agreed portion of the costs for registration, maintenance and defence of the industrial property rights in question. In the case of copyright protected works jointly created during the performance of the contract (joint authorship) Section 5.5, sentence 1 shall apply correspondingly.
- 5.6 If during the performance of the contract already existing industrial property rights or copyrights of Fraunhofer-Gesellschaft are used which are required for the client's commercialisation of the result of the research and development project, then the client shall be granted a non-exclusive, royalty-bearing right of use under a separate agreement unless other obligations entered into by Fraunhofer-Gesellschaft preclude this.

6. Third party property rights

- 6.1 Fraunhofer-Gesellschaft shall immediately notify the client of any third party industrial property rights of which it becomes aware during the performance of the contract and which could preclude the client's use agreed pursuant to Section 5. The contracting parties shall decide in joint consultation how such industrial property rights shall be taken into consideration in the further performance of the project.
- 6.2 In the case of infringement of third party industrial property rights Fraunhofer-Gesellschaft shall be liable under the provisions of Sections 7.2 and 8.4, sentence 1 if it has violated its obligation to notify the client. Notwithstanding the liability under Section 8, the client shall have no further claims against Fraunhofer-Gesellschaft.

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Version 2002/II

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Istituto Nazionale di
Fisica Nucleare
Sezione di Roma Tor Vergata
00133 Roma

Subject: Notification pursuant to art.3, paragraph 7 of Italian Law n. 136 of August 13, 2010,
concerning the "Traceability of finance in the fight against the Mafia".

The undersigned Andreas Meuer
born at Hanau on (give date of birth) 12.06.1961
resident at Heiterwanger Straße 22, 81373 München
in his capacity as owner /legal representative of (give company name) Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V.
based at Hansastraße 27 c, 80686 München
Company tax code 143/215/20392
Company VAT nr. DE129515865

DECLARES

that the Company bank account, dedicated to the procurement/contract/ supply in question to this
Institute is the following.

Bank Deutsche Bank AG Branch München
IBAN DE86 7007 0010 0752 1933 00
Swift code DEUTDEMM

Persons delegated to act on the above account:

Full name	Date of birth	Birth place	Residence	Tax code

AGREES

to fulfill all the obligations necessary to ensure the traceability of financial transactions relating to
the procurement/contract/supply.

If you do not use the bank account indicated above for the financial transactions related to the
procurement/contract/supply in question, the transaction shall be considered terminated as required
by art.3, paragraph 8 of Italian Law No 136/2010.

Date 02.07.2018

Fraunhofer-Gesellschaft
zur Förderung der angewandten Forschung e.V.
Hansastraße 27c · 80686 München

Signature

Fraunhofer-Gesellschaft
zur Förderung der angewandten Forschung e.V.
Hansastraße 27c · 80686 München