

***SUBCONTRACT of Specific Contract No 1 implementing Framework Contract No  
ECHA/2011/25***

This sub-contract is made and entered into force by and between:

The Istituto Superiore di Sanità ("ISS") established in Italy - Rome Viale Regina Elena, 299  
00161 represented by its Financial Manager Dr. R.M. Martoccia

And

Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V., acting as legal  
entity for its institute ITEM ("the sub contractor"), established in Hansastr 27c, 80686  
Munich, Germany, VAT No DE129515865, represented by Rüdiger Dorner, Head of Dept  
Public and EU Projects, and Ulf Johann, Legal Counsel Public and EU Projects  
Hereinafter designated collectively as Parties

Whereas

- ⇒ the contractor has signed with the ECHA specific contract No 1 implementing the  
Framework Contract No ECHA/2011/25 to carry out the activities necessary for the  
development of ontologies for Repeated Dose Toxicity, Reproductive/Developmental Toxicity,  
and Carcinogenicity hereinafter referred to as the "Specific ECHA-Contract";
- ⇒ the contractor in the Specific ECHA - Contract has foreseen the activities carry out by  
Fraunhofer Institute for Toxicology and Experimental Medicine because your group of  
scientists headed by Dr. Inge Mangelsdorf possessed the required skills and experience, the  
organisational structure and human resources required in order to perform the requested  
service;
- ⇒ the Parties consider the Specific ECHA-contract mentioned above as forming an integral  
part of this Subcontract;

*the Parties do hereby agree as follows:*

**Article 1**

Under the terms of this subcontract, ISS entrusts the sub contractor, who accepts, to  
contribute to the achievement of the requirements of Specific ECHA-CONTRACT together  
with the contractor. In particular, the sub contractor undertakes to perform the service  
requested as specified in Annex I of this subcontract, with due diligence and it undertakes

to forward to ISS within the time allowed the documents and deliverables provided in the Specific ECHA-CONTRACT. The subcontract undertakes to inform ISS of any modification regarding the organisation and performance of the task, such as a change in the structure or in the persons responsible for performing the latte.

## Article 2

The parties to this Sub Contract shall be bound mutatis mutandis, as far as relevant and applicable to a subcontract and not otherwise agreed in this Subcontract, by the term and conditions of the Specific ECHA-CONTRACT, including the Framework Contract, which form part of this contract, but excluding provisions of the Specific ECHA-CONTRACT that are particular to the Contractor alone.

Without prejudice to any other provision herein, the Sub Contractor shall provide the contractor with periodic and final reports in order to allow the Contractor to fulfil the obligations set in the article 1 of the Specific ECHA - CONTRACT and as specified in Annex A of the Specific ECHA - CONTRACT.

In particular, the Subcontractor undertake to accept the conditions under Articles II.13 and II.17 of the General Conditions of the Framework Service Contract ECHA/2011/25.

## Article 3

In return for the performance by subcontractor, ISS shall pay a price, in accordance to the details specified in the Financial Offer of the Specific ECHA-Contract, equal of € 44.650,80. In addition to the amount above specified, travel expenses and subsistence allowance up to a maximum amount of € 4.440,00, shall be reimburse in accordance with Article II.7 of the General Conditions of the Framework Service Contract ECHA/2011/25.

Payments to the Sub Contractor will be made by ISS, after the receipt of the respective financial contribution from the ECHA, which will be paid as stated on article 4 of the Specific ECHA- Contract: "Payments", as follows:

⇒ One interim payment of € 22.325,40 which represents 50% of the total price after acceptance by the ECHA of the deliverables related to the first final ontology. The Sub Contractor shall send to the contractor on 30 June 2012 the technical report and/or deliverable(s) in a format in accordance with Annex A of the Specific ECHA-Contract with the invoice indicating the performance due and the reference of the Specific ECHA-Contract;

⇒ the balance of € 22.325,40 after acceptance by the ECHA of the final deliverables. The Sub Contractor shall send to the contractor on 30 September 2012 the technical report and/or deliverable(s) in a format in accordance with Annex A of the Specific ECHA-Contract with the invoice indicating the performance due and the reference of the Specific ECHA-Contract;

For the above payments the Subcontractor will submit regular invoices making reference to the project and providing a detailed description of the tasks or supply concerned.

Payments shall be made to the subcontractor only at the following bank account:

.....  
Any modification to the above bank account shall be made communicate at the Contractor address in writing.

#### **Article 4**

This Sub Contract has exemption from VAT pursuant the article 151 of Directive 2006/112/EC because in execution of the ECHA specific contract No 1 implementing the Framework Contract No ECHA/2011/25.

#### **Article 5**

In respect of the Article II.8 of the Framework Contract No ECHA/2011/25, the Sub Contractor assigns to Contractor, exclusively, all the obtained in performance of this subcontract. Contractor shall only be granted ownership to the result of said industrial and/or intellectual property rights as well as the right of use after full payment of the agreed remuneration. Ownership and rights of use held by the Subcontractor may neither be mortgaged nor transferred as security.

The Subcontractor shall treat as confidential any information and data of a technical or commercial nature received by the contractor under this subcontract and declared to be confidential ("Confidential Information") and shall not proceed to publication or communication in connection with any such Confidential Information without the prior written consent of the Contractor for a period of five years after the termination of this Subcontract.

#### **Article 6**

The Subcontractor is responsible for all damages deriving to Contractor from implementation of the Subcontractor's activities under this Subcontract in accordance with the following conditions.

The Subcontractor shall be responsible for applying scientific care and for complying with accepted scientific standards but not for actually achieving the research and development goal.

The liability of the Subcontractor, 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) the Subcontractor, 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.

Should the Subcontractor neither fulfil the performance as agreed upon nor do so at the time due nor in the manner agreed upon, then the Contractor may only demand compensation

in lieu of performance if the Contractor has unsuccessfully set an appropriate deadline for the performance by the Subcontractor including the statement that it would otherwise reject acceptance of the performance after the passing of that deadline.

In particular the Subcontractor will be responsible in accordance with the above if, because of his/her conduct, obligation of Contractor towards the ECHA will not be abided by totally or partially, as described by the contract. The Contractor shall notify the Subcontractor and set out the reasons of the suspension of the payment by registered letter with acknowledgment of receipt or equivalent.

### Article 7

The work to be performed under this Sub Contract shall be completed on the date of the approval by the Commission of the tasks to be performed by the Sub Contractor as defined in the Specific ECHA-CONTRACT.

### Article 8

The sub contract shall be governed by the law of the Republic of Italy.  
This agreement is draw in English and all documents shall be in English.

### Article 9

This sub contract shall enter into force only after the last signature of the contracting parties until 9.12.2012.

### Article 10

The Sub Contractor requests for modification of this Sub Contract and its Annex, will be present to the Commission only by written request of the Contractor.

### Annexes

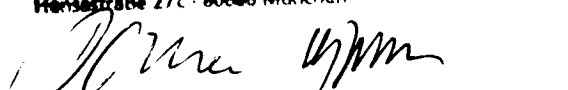
- ⇒ Specific Contract No 1; and its Annex;
- ⇒ Framework Contract No ECHA/2011/25 and its Annex.

Istituto Superiore di Sanità  
Financial Manager  
Dr. R.M. Martoccia



Date: 05.07.2012

The SUBCONTRACTOR  
**Fraunhofer-Gesellschaft**  
zur Förderung der angewandten Forschung e.V.  
Hansstraße 27C • 80686 München



Rüdiger Dörner      Dr. Ulf Johann  
Head of Department      Public and EU Projects

Date: 29.05.12

