

INTERNAL COOPERATION AGREEMENT

The present agreement, drafted in the context of the European Programme **CONNECTING EUROPE FACILITY (CEF) - TELECOMMUNICATIONS SECTOR**, governs the relations between the partners specified below, for the implementation of the action entitled: **FICEP - First Italian Crossborder eIDAS Proxy** (action number **2014-IT-IM-0016**).

The parties hereinafter: the “**Partners**”:

Agenzia Per L'Italia Digitale - AGID

Viale Liszt 21

00144 Roma

ITALIA

hereinafter: the “**Contractor**” or the “**Coordinator**”

Represented by the Director General Antonio Samaritani,

and

Infocert S.p.a. (Infocert)

represented by: Danilo Cattaneo

Politecnico di Torino (POLITO)

represented by: Claudio Giovanni Demartini

Telecom Italia S.p.a. (TI)

represented by: Stefano D'Ovidio

Hereby agree as follows:

Agreement Amendment n. 1

An amendment to the original Internal Cooperation Agreement has been defined on December 2016, that adapts the FICEP implementation to emerging needs and priorities still preserving the original objectives and work plan of the project. The following is a summary of changes introduced by such amendment, which have been applied to the original agreement reported starting with Article 1):

- A number of activities concerning Action II are released by TI and are taken in charge by Infocert. Such activities are identified as items (*numero progressivo*) 15, 21, 27, 38 in Working plan Annex (I.3 *List of activities, economic value* [...]).

- The activities identified as items (*numero progressivo*) 9, 34, 35 in Working plan Annex (I.3 *List of activities, economic value [...]*) are modified to include the development by TI of a common translation library.
- The activitie identified as item n. 28 in Working plan Annex (I.3 List of activities) is modified to include the change of responsibility for the operation of the node from POLITO to the Coordinator (Agid):
 - o Activity no. 28: Operating environment exercise C-PEPS (including half-yearly Community sw update);
 - o Activity 28 bis: Hosting operational environment C-PEPS
- In accordance with the item modifications described in points a) and b) above, the financial distribution among partners is updated as follows:
 - o Funding about Line II assigned to TI is reduced from 75.000 Euro to 25.000 Euro. Overall, the financial contribution to TI reduces from 105.000 Euro to 55.000 Euro.
 - o Funding about Line II assigned to Infocert is increased from 75.000 Euro to 125.000 Euro. Overall, the financial contribution to Infocert increases from 105.000 Euro to 155.000 Euro.
 - o Funding about Line II assigned to POLITO is decreases from 125,000 Euro to 110,000 Euro due to change of responsibility for the operation of the node to the Coordinator (Agid)
- In accordance with the modification of the financial distribution, the amount of pre- financing payment is modified as follows:
 - o Pre-financing payment distributed to TI is reduced from 52.500 Euro to 27.500 Euro
 - o Pre- financing payment distributed to Infocert is increased from 52.500 Euro to 77.500 Euro.
- As at the time of signature of this Amendment 1 the originally agreed pre-financing payment was already transferred to the Partners by the Coordinator, To take into account the modifications to funding agreed by this amendment, TI transfers back to the Coordinator the amount of 25.000 Euro. Consequently, the Coordinator transfers to Infocert the same amount of 25.000 Euro.
- All amendment agreements above mentioned have been incorporated in the text of Article 1) to Article 12) below described and in the Working Plan Annex.

Article 1) Subject

The Contractor and the partners undertake to carry out the activities detailed in the Working Plan attached, within the framework of agreement No. INEA/CEF/ICT/A2014/0041 signed between the Contractor and **The Innovation and Networks Executive Agency (INEA)** (the “**Agency**”), and concerning the project entitled:

FICEP - First Italian Crossborder eIDAS Proxy

The present Agreement governs the relations between the parties and their respective rights and obligations with respect to their involvement in the project.

The subject of the present Agreement is detailed in the Annexes:

- Grant Agreement
- Working Plan

which form an integral part of the Agreement and which each party declares to have read and approved.

The partners, as better detailed in the Working Plan, will carry out the following tasks:

Agid: AGID as Lead Partner will be in charge of the overall management of the Project, acting as a contact point between the partners and the Commission.

With regard to the implementation of the **action I** AGID is responsible of the legal aspects of the proxy system in the Italian and European context. It will also draft the guidelines for the implementation and verification of the correct operation / management of the infrastructure and it will ensure compliance to the technical adequacy to the national legislation.

With regard to **Action II**, AGID will be responsible for the operation of the S-PEPS for public services providers, and of the verification/monitoring of the safety and correct operation and management of the infrastructure for the entire duration of the project.

Infocert: With regard to the implementation of the action I **InfoCert** will manage the implementation of the eIDAS proxy interface toward national Service Providers. The interface will mimick the interface toward national Identity System (SPID) in such a way to minimize the integration effort for service providers. With regard to Action II, Infocert will be in charge for the maintenance of the integration component and for the operation of an instance dedicated to the private sector, for the period required by the grant agreement

Politecnico di Torino: POLITO will be technical leader of the FICEP project.

Additionally, in Action line I, POLITO will take care of designing and implementing both the general architecture of the Italian gateway as well as the interface providing connectivity towards the other Member States.

In Action line II, POLITO will establish and operate the Italian C-PEPS, that is the interface to support e-identification (via SPID) of Italian citizens towards services established in other Member States.

Telecom Italia: Telecom Italia will be in charge, concerning Action I, of the development of the eIDAS proxy interface towards Italian Identity Providers according to national Identity System (SPID), Concerning Action II it will support the component and will perform the operations of component instances for the period specified by the grant agreement. Moreover, it will contribute to the definition of the overall FICEP architecture, and to monitoring and dissemination activities.

Article 2) Duration

The present Agreement shall come into effect on **01/12/2015** and shall end on **31/12/2019**

Article 3) Obligations of the Contractor and the Partners

Obligations of the Contractor

The Contractor undertakes to:

- make the necessary arrangements for the preparation, execution and smooth running of the project activities for action: **2014-IT-IM-0016**, with a view to achieving the objectives described in the Agreement signed between the Agency and the Contractor.
- provide the Partners with copies of the official documents pertaining the project, such as the Agreement between the Contractor and the Agency and the various reports.
- inform the Partners of any change made in Agreement No. INEA/CEF/ICT/A2014/0041

Obligations of the Partners

The partner organisations undertake to:

- make the necessary arrangements for the preparation, execution and smooth running of the project activities for action: **2014-IT-IM-0016**, with a view to achieving the objectives of the project as described in the Agreement signed between the Agency and the Contractor.
- send reports in English to the Contractor to the schedule agreed on the working plan.
- comply with all the provisions of the general agreement between the Contractor and the Commission.
- provide the Contractor with any information or documents it may require and which are necessary for the administration of the project.
- promptly inform the Contractor of any delay in performance of the activities undertaken by the Partners.

Article 4) Funding

The grant for the action will be of **EUR 600.000**.

The grant will take the form of a lump sum contribution which was calculated as follows:

- EUR 150.000 per Pan European Proxy Service ("lump sum contribution") for objective i), "Setting up of Pan-European Proxy Services", and
- EUR 450.000 per Pan European Proxy Service per year of operation ("lump sum contribution") for objective ii) "Operation of Pan-European Proxy Services"

Among partners the financial contribution will be distributed as follows:

Fondi:	AGID	POLITO	InfoCert	Telecom Italia
Linea I: 150.000 €	40.000€	50.000	30.000	30.000
Linea II: 450.000 €	190.000€	110.000	125.000	25.000

The partners undertake to participate in the management, co-ordination and concrete implementation of the actions that are entrusted to them as part of the project. The partners commit themselves to perform all obligations named in the working plan that is part of the project proposal and Annex to this agreement.

The partners undertake to participate in the dissemination and mainstreaming of the outcomes and results of the project.

Article 5) Payments

The co-funding share will be transferred by the Coordinator in two steps in analogy to the payments of the EU, assuming that, in relation to the final payment, the partners' contribution to the project activities have been handed in, evaluated and found satisfactory. The first payment will cover the 50 % of the action while the second and last payment will cover the remaining 50 %.

Upon entry into force of the aforementioned agreement No. INEA/CEF/ICT/A2014/0041, the Agency will make the pre-financing payment of **EUR 300.000,00** (three hundred thousand) to the coordinator.

The Coordinator, after receiving the pre-financing payment from the Agency, will transfer to the Partners the following amounts:

Infocert	€77.500
Polito	€87.500

Telecom Italia	€27.500
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At the end of the last reporting period, the Agency will make the payment of the balance to the Coordinator in accordance with Article II.24.3 of agreement No. INEA/CEF/ICT/A2014/0041.

At the end of the last reporting period the Coordinator, after receiving the payment from the Agency as specified above, will transfer to the Partners the following amounts:

Infocert	€77.500
Polito	€72.500
Telecom Italia	€27.500

Article 6) Bank Account

The Contractor undertakes to make the payments to the Bank Account specified by the Partners:

Infocert S.p.A.

Name of account holder: InfoCert S.p.A.
Name of the Bank: Intesa San Paolo S.p.A.
Account number: IT35S0306903243100000008660

Politecnico di Torino (POLITO)

Name of account holder: Politecnico di Torino - Dipartimento di Automatica e Informatica
Name of the Bank: UNICREDIT S.P.A.
Account number: IT75J020080116000000101739089

Telecom Italia S.p.a. (TI)

Name of account holder: TELECOM ITALIA S.p.A.
Name of the Bank: INTESA SANPAOLO S.p.A. – Filiale 00509 – Torino 09
Account number: IT36 K030 6901 0091 0000 0109 290

Article 7) Intellectual Property Rights

Subject to constraints imposed by national legislation, the deliverables of the project, patents, copyrights and intellectual property rights as well as reports and other documentation resulting from the present contracts, shall be the property of all the Partners of the project, apportioned in equal parts ("Collective Products").

Where a Partner has the intention to use the Collective Products other than software for commercial purposes, permission has to be obtained from each Partner. Such permission will not be unreasonably withheld.

The Partners shall distribute all the Collective Products that are software by making them available through an open source license of the EUPL type, or equivalent.

The contractor authorises the partners to publish the contractor's name and address and the subject and purpose of the contract in any form and medium.

The partners are entitled to use the results of the project for research, science and studies.

Article 8) Liability

Each of the contracting parties shall have no liability for any damages one Party may incur as a result of its own wrongful performance of this agreement.

Article 9) Termination

The partners will remain united in the event of deficiency on the part of one or more of them, and undertake to find rapidly a valid solution or substitution. In any case, the Commission must be immediately informed.

In the event that one or more of the partners fail to perform any obligations under the present contract and do not remedy such failure within 30 days after having received a notice in writing from the Contractor specifying the failure and requiring such remedy, then without prejudice to any rights or remedies, the Contractor shall be entitled to terminate the present contract forthwith, without the application of any juridical procedures, by notice in writing to the Partners.

Article 10) Damages for Non-performance

If the present contract is terminated for the reason that the partners failed to perform its obligations the Partners shall be responsible for and pay any direct cost increase resulting from the necessity to remedy the Partners breach of responsibilities and to assign the tasks of the Partners as specified in the present contract.

In the event that one party does not perform one or more activities specified in the working plan attached, the task will be re-assigned to another party of the Consortium. In this case, the defaulting party will have to reimburse what previously received for carrying out the activity. If the Partner that does not intend to implement a specific activity did not receive any contribution yet, the Party to which the task is re-assigned will benefit of the economic contribution in its place.

In the working plan attached it is specified the economic value of each activity and, therefore, decisions related to the re-assignment or reimburse of economic contribution related to project activities will be taken accordingly.

Article 11) Jurisdiction

Where an amicable solution cannot be found the proper court in Rome shall have sole jurisdiction in any dispute between the contracting parties concerning this Agreement.

The law applicable to the present Agreement is the law of Italy.
The working language is English. Reports have to be handed in English.

Article 12) Annexes

The following annexes are attached and form an integral part of this agreement:

Annex 1: Grant Agreement

Annex 2: Working Plan updated on 31 October 2017

Signed on the following pages by:

For the Coordinator :

Agenzia per l'Italia Digitale

Name of the Legal Representative: Antonio Samaritani

Function within the organization: Director General

For the Partners:

Infocert S.p.a.

Name of the Legal Representative: Danilo Cattaneo

Function within the Organization: Chief Executive Officer

Politecnico di Torino (POLITO)

Name of the Legal Representative: Claudio Giovanni Demartini

Function within the Organization: Director of Dipartimento di Automatica e Informatica

Telecom Italia S.p.a. (TI)

Name of the Legal Representative: Stefano D'Ovidio

Function within the Organization: Head of Subsidized Finance and Syndicated Loans