

To Netnod Internet Exchange

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Bid for tender for entrusting the supply of DNS Anycast Service CIG [8442013981] CUI 80054330586202000123

The Institute of Informatics and Telematics of the National Research Council located in Pisa, Via G. Moruzzi 1, Tax Code 80054330586, VAT n. 02118311006, in the person of its Director Dr. Marco Conti, following the decision to set up a contract will proceed to assignment of the contract for DNS Anycast Service for the ccTLD .it.

The data provided by the proposing subjects will be processed in accordance with the Regulations EU 679/2016 and, as applicable, pursuant to Legislative Decree 196/2003 exclusively for the related purposes to carry out this procedure.

SECTION I

CLIENT

Istituto di Informatica e Telematica CNR – Registro .it - Area della Ricerca di Pisa
Via G. Moruzzi, 1 – 56124 PISA
Tel. 050/315.3265
Fax 050/315.2113
e-mail: segreteria@iit.cnr.it
Sito Internet: www.iit.cnr.it

SECTION II

II.1

SUBJECT OF THE SUPPLY

II.1.1

DESCRIPTION

Name given by the IIT to the contract: DNS Anycast Service for the ccTLD .it.

II.1.2

TYPE OF CONTRACT

Service contract.

II.1.3

THE TENDER REGARDS

Entrusting of service by means of direct award of the contract pursuant to articles 36 of Legislative Decree 50/2016 as amended, for the carrying out of the above-mentioned service.

II.1.4

BRIEF DESCRIPTION OF THE CONTRACT

Entrusting of the service contract of **DNS Anycast** for the ccTLD .it.

Service configuration and other technical specifications are indicated in **article II.6 “MINIMUM TECHNICAL REQUIREMENTS”**

II.1.5

TOTAL AMOUNT OF THE CONTRACT

Maximum total amount € 149.500,00 euros VAT excluded.

Health and safety costs (not subject to decrease) € 0.00 (zero euros) VAT excluded.

As regards the charges deriving from overlapping work risks, it is to be noted that this Office has not drawn up the DUVRI document (Assessment of risks generated by interference between activities conducted simultaneously in the workplace), pursuant to Legislative Decree 81/2008, in that, at this moment, these risks are non-existent.

II.2

SUB CONTRACTING

Sub-contracts are not permitted.

II.3

DURATION OF CONTRACT AND CONDITIONS

The duration of the contract is 24 months starting from the date of stipulation of the contract.

II.4

FUNDING

Funding: external funds deriving from the Registrar contracts.

II.5

METHOD OF PAYMENT

The payment will be made after 30 consecutive days from the attestation of the regular carrying out by the Person Responsible for the Service. Invoicing is quarterly.

II.6

MINIMUM TECHNICAL REQUIREMENTS.

Participation is reserved to Economic Operators in possession of the following minimum participation requirements:

I. GENERAL REQUIREMENTS:

- Non-existence of the reasons for exclusion specified in art. 80 of Legislative Decree 50/2016 and subsequent amendments.

II. The following technical requirements are essential, and the non-compliance with all of them leads to the disqualification of the Economic Operator:

- The Economic Operator must provide a DNS Anycast Service for the .it, dns.it and nic.it zones, which includes the operation of the authoritative DNS Anycast servers for these zones, their management and maintenance, monitoring, etc.
- The hardware and software, where the DNS Anycast Service will run, will be provided by the Economic Operator and will be completely under her/his responsibility, as well as the routing and network infrastructure at the Anycast sites.
- At the time of the tender, the number of .it domain names is about 3, 3 million.
- The dns.it zone contains only the names of the .it authoritative nameservers (i.e. a.dns.it, r.dns.it, m.dns.it, etc.).
- The nic.it zone is dedicated to the name resolution of the IIT-Registry machines (clients and servers).

- All the nameservers used by the Economic Operator to provide the DNS Anycast Service, must have the same public IPv4 and IPv6 addresses and all these addresses have to be part, respectively, of at least a /24 and a /48 networks, used by the Economic Operator only for DNS Anycast purposes.
- The DNS software used by the Tenderer to provide the DNS Anycast service must be compliant with the relevant DNS protocol technical specifications, such as those indicated in the RFCs 1034, 1035, 2181, 2308, 4034, 4470, 5155 and their following updates.
- The DNS software used by the Tenderer to provide the DNS Anycast service must be compliant with the relevant DNSSEC protocol technical specifications, such as those indicated in the RFCs 2535, 4033, 4034, 4035, 6840, 6841 and their following updates.
- The nameservers used to supply the DNS Anycast Service must be able to perform the name resolution, if queried on both IPv4 and IPv6.
- The nameservers used to supply the DNS Anycast Service must be able to answer to DNSSEC queries for the .it, nic.it and dns.it domains.
- AXFR and IXFR zone transfers must be supported.
- Zone transfer authentication, between the distribution master(s) of .it, nic.it and dns.it, and the distribution master(s) of the DNS Anycast infrastructure, must be based on TSIG and not on IP addresses.
- It is expected that the Economic Operator for the DNS Anycast infrastructure has Anycast nodes distributed as follows. At least:
 - 5 DNS Anycast nodes in Europe;
 - 3 DNS Anycast nodes in the Americas;
 - 3 DNS Anycast nodes in Asia;
 - 1 DNS Anycast node in Africa;
 - 1 DNS Anycast node in Australia.
- The Economic Operator must provide the IIT with an authenticated Web portal where the IIT can verify if everything is working properly and can obtain traffic statistics in terms of query/s and bytes/s, both aggregated and distributed per each Anycast node".

II.7

VALIDITY OF THE OFFER

Terms of validity of the offer: 180 days from the deadline upon receipt of the offers.

II.8

CONDITIONS OF PRESENTATION

The offer and tender documentation must be sent, **pain of exclusion from the bid for tender**, by the time of **12, 30 p.m. on 28/09/2020** to the following address: segreteria@iit.cnr.it

The object, relative to the offer, must indicate the following indications:

- name of the sender;
- **Supply of the DNS Anycast service for the ccTLD .it CIG [8442013981]**

The economic operator must submit the following annexes:

Annex A filled out and signed

Annex B economic offer according to the facsimile "Economic offer"

The OFFER must be unconditional and undersigned with the legible signature of the Owner or legal representative of the Company and must indicate, on pain of exclusion from the bid for tender:

- the subject of the bid for tender;

- the job title and name of the signatory (these must be written clearly in legible capital letters, even better with company stamps or typewritten) and the precise name of the Enterprise or Company in whose interest the offer is presented;
- the price

The person responsible for the Procedure is the Director, Dr Marco Conti.

II.9 PHASES FOLLOWING THE AWARD

Verification procedure of participation requirements

Verification of possession of the general requirements will occur, in accordance with dLGS 50/2016, through the use of AVCpass system.

The documentation proving the fulfillment of general and special requirements for participation in the procedures, for amounts equal to or greater than € 40,000.00 excluding VAT must be acquired through the National Data Bank for public contracts (hereinafter referred to brevity, PCNDB) managed by the National Anti-Corruption Authority.

Therefore, all competitors, both Italian and foreign, interested in participating in the procedure, are obliged to register to the "AVCpass" system by accessing the appropriate link on the Authority's National Anti-Corruption Portal (Services - AVCpass - Private access economic Operator, according the instructions contained therein), URL:<http://www.avcp.it/portal/public/classic/Servizi/ServiziOnline/AVCpass>.

The competitor, after registering to the AVCpass service, will indicate to the system, the "IGC" of the bid in question. The system issues a "PASSoe" (which enables the competitor to the service of verification of participation requirements) to be inserted in the envelope "A" containing the administrative documentation. The Contracting Authority will proceed through BDNCP to verify the possession of the general requirements regarding this tender, for Italians traders or foreign residents in Italy.

Definitive Insurance and Bank guarantee

The contractor, in order to guarantee compliance with the contractual terms and the success of the supply, according to Italian legislation, should provide for the establishment of a bank guarantee, to the sum of 10% of the net contract, pursuant to art.103 of Legislative Decree no. N. 50/2016.

Award and sending of documents

Following the award, the Company will be required to transmit, within a brief time, agreed upon unilaterally by the Client and communicated at the moment of award, all the documents testifying to the possession of the requirements for participation, declared during the participation in the bid for tender.

Forfeiture of stipulation

Forfeiture of the right to stipulate the contract will be established by the Client in respect of the contractor in the following cases:

- Non-delivery, within the times established by the Client, of the documents attesting the effective possession of the requirements declared during the bid for tender;
- Verification of non-congruency between what was declared during the bid for tender regarding requirements and evaluation and the contents of the documentation supplied for the stipulation, it further being understood that, for false declarations, the appropriate authorities must be informed;

In the case of forfeiture of stipulation as specified in this paragraph, the Client can stipulate the contract with the Offeror Company which results in the appropriate position in the list drawn up by the bid for tender commission.

Prices of the contract

The price accepted in entrusting the service to the contractor Company is fixed and cannot be varied for the entire duration of the contract.

Monitoring body

Monitoring of the regular carrying out of the service is done by the Person responsible for the Service, who is responsible for informing the proper office of any possible non-fulfilment in the management of the services.

Contractual costs

All the costs relative to the present contract and any financial cost, also ensuing, are charged to the Contractor.

All the above mentioned charges and obligations are included within the price offered and presented by the Contractor.

Signing the contract

The awarding body undertakes to sign the contract as specified in Annex C.

The Director

Dr. Marco Conti

Istituto di Informatica e Telematica

Il Direttore

Dott. Marco Conti

(FIRMA DIGITALE)

Procedure for entrusting the supply of DNS Anycast Service.

CIG [8442013981] CUI 80054330586202000123

DECLARATION IN LIEU

(To be completed and signed by the legal representative: complete the parts in yellow)

A) ADMINISTRATIVE DATA:

Company Name	
Address	
Post code	
VAT number	
Tel.	
Fax	
E-mail	
Legal status	

B) STATEMENT IN ACCORDANCE WITH ART. 3 ITALIAN LAW 136/2010:

The undersigned indicates that the account dedicated to the payment of public contracts for the supply of goods/services to CNR, is the following, even if not exclusively:

IBAN: _____

Bank: _____ Branch: _____

The following individuals are authorized to operate for the above mentioned account:

_____, born in _____ on ____/____/____
_____, born in _____ on ____/____/____

(add more if needed)

The data provided by the proposing subjects will be processed in accordance with the Regulations EU 679/2016 and, as applicable, pursuant to Legislative Decree 196/2003 exclusively for the related purposes to carry out this procedure.

Full name ¹	Date	Signature ²
_____	_____	_____

¹ Name and position of authorised representative of the legal entity

² Original signature of authorised representative of the legal entity

Hereto attached to this present declaration is a non-authenticated photocopy of a valid identification document of the signatory.

ANNEX B

ANNEX ECONOMIC OFFER MODEL

ASSIGNMENT OF THE SERVICE CIG [8442013981]CUI 80054330586202000123

DECLARATION OF ECONOMIC OFFER IN ACCORDANCE WITH THE TENDER RULES

The undersigned.....
born on in.....(prov).....
resident in(prov).....
in its capacity as
.....

of the firm /company/other subject

..... with registered office
in.....street
Tax code
..... vat number.....

DECLARES

- to have read the tender documents for the award of the contract in question and to be fully aware of their contents, which are special laws of this procedure, to have understood them and to accept them fully and unconditionally;
- that the price offered is intended to be inclusive of all charges, expenses and remuneration, for the exact and punctual fulfilment of each contractual obligation;
- That the offer is valid for not less than 180 (one hundred and eighty) calendar days after the deadline for receipt of offers;
- That the prices offered are fixed and invariable for the entire duration of the contract;
- That the prices offered guarantee the profitability of the contract;

to present the following own best:

Price offered in absolute value: _____(figures)
_____ (in letters)

.....
[Place]

.....
[Date]

.....
[Signature]

ANYCAST SERVICES AGREEMENT

By and between

Istituto di Informatica e Telematica del CNR, tax ID 80054330586, VAT, with registered offices at Via Moruzzi, 1 56124 Pisa, Italy (hereinafter "IIT-Registry")

and

NETNOD INTERNET EXCHANGE I SVERIGE AB, VAT SE556534001401, a company with registered offices at Franzengatan 5 112 51 Stockolm (Sweden) (hereinafter the "Supplier")

RECITALS

WHEREAS ICANN/IANA has delegated the management of the ccTLD .it to the IIT-Registry (hereinafter IITRegistry);

WHEREAS IIT-Registry requires the supply of the DNS Anycast Services (as hereinafter defined) and to that effect it has launched a call for tenders;

WHEREAS the Supplier responded to the call for tenders and is willing and able to supply the DNS Anycast Services to the IIT-Registry under the terms and the conditions of this Agreement;

WHEREAS the Supplier has the skills, expertise and organization necessary to supply the DNS Anycast Services to the satisfaction of the IIT-Registry;

NOW, THEREFORE, in consideration of the mutual covenants and obligations as hereinafter provided, the parties agree as follows:

1. RECITALS

The recitals are hereby incorporated into this Agreement and made an integral and substantial part thereof.

2. DEFINITIONS

In this Agreement, unless the contrary intention appears from the context:

“Agreement” means this Agreement including any annexes thereto;

“DNS Anycast Services” means provision of a secondary nameserver service for the domain names registered in the ccTLD .it, where the resolving process of a domain name is carried out by the secondary nameserver topologically nearer to the resolver nameserver of the request and where secondary nameservers all have the same IPv4 and IPv6 address and belonging to the same AS.

“Confidential Information” means information in writing, electronic form or otherwise, that: a) is by its nature confidential;

b) is designated by the IIT-Registry as confidential; or

c) the Supplier knows or ought to know is confidential,

“IIT-Registry Data” means the data pertaining to the .it zone to be communicated to the Supplier for proper performance of this Agreement;

“Intellectual Property” means all rights resulting from intellectual activity whether capable of legal protection including copyright, *sui generis* rights, discoveries, know-how, inventions, patent rights, registered and unregistered trade marks, design rights, circuit layouts, plant varieties and all related rights, together with any documentation relating to such rights.

3. SUBJECT MATTER OF THE AGREEMENT

By this Agreement the Supplier undertakes to provide the Anycast Services to the IIT-Registry, under the terms and conditions of this Agreement.

4. NON-EXCLUSIVITY

This Agreement is non-exclusive, to the effect that (i) the Supplier shall be free to provide similar services to third parties; and (ii) IIT-Registry shall be free to acquire similar services from third parties for purposes of redundancy or otherwise.

5. PROVISION OF SERVICES

The Supplier shall provide the Anycast Services with all due skill and care to the best of its knowledge and expertise. The Supplier shall ensure that all employees, agents and authorised subcontractors employed or engaged to carry out the Supplier's obligations are of a standard sufficient to enable the Supplier to satisfy its obligations under this Agreement.

6. CLAIMS ON INTELLECTUAL PROPERTY

Each Party agrees that it will not have any claim, ownership or interest in the other Party's Intellectual Property used in the performance of this Agreement.

The Supplier acknowledges and agrees that the IIT-Registry data are owned exclusively by IIT-Registry, and are protected by copyright, *sui generis* right and data protection law. The Supplier agrees that title to and ownership of the IIT-Registry Data, and the components thereof, shall be held by IIT-Registry. Nothing in this Agreement grants to the Supplier any rights to the IIT-Registry Data, and the Supplier shall use the IIT-Registry Data only for purposes of performance of this Agreement and only for the time this Agreement is in force. Except for these purposes the Supplier shall not modify, adapt, alter, copy, extract any part, create, develop or resell any derivative version, and after termination retain any copy of the IIT-Registry Data.

7. PAYMENTS AND FEES

The total amount of the contract awarded is EUR 149.500,00 VAT excluded. The Supplier shall issue quarterly tax invoices in EUR, compliant with the applicable VAT and tax regulations of the EU and of the country of origin, each for one sixth of the total amount above.

The payment shall be effected by bank transfer in EUR, bank charges SHARED, by 30 days after positive evaluation of the activity of the Supplier.

8. WARRANTIES AND GUARANTEES

The Supplier represents and warrants to the IIT-Registry that:

- a) the Supplier has all right, title and interest to use and have used their own system for provision of the DNS Anycast Services and any component thereof;
- b) the system for provision of the DNS Anycast Service used by the Supplier and any component thereof is fit for the purpose described in this Agreement, and has the level of performance described and declared in the tender;
- c) the system used by the Supplier for provision of the DNS Anycast Service and any component thereof does not infringe any third party rights, including, but not limited to, copyright, other intellectual property rights, and trade secrets;
- d) the Supplier has in place adequate security measures and infrastructure to protect the IIT-Registry data from threats targeting DNS, including, but not limited to, data corruption, data snooping, data skimming, injection of malicious code, server penetration, cache poisoning, domain hijacking;

- e) the Supplier will start providing the DNS Anycast Service after 7 (seven) calendar days from the final signing of the contract and will maintain them operational for the ensuing six calendar months
- f) the Supplier will deliver the DNS Anycast Service in accordance with the specifications set forth in Annex I. IIT-Registry represents and warrants to the Supplier that IIT-Registry has all right, title and interest to use and allow use of any of the IIT-Registry Data.

9. DATA PROTECTION

IIT-Registry as a controller of the IIT-Registry Data in the meaning of Article 24 of Reg. EU 2016/679 hereby appoints the Supplier as a processor, in the meaning of Article 28 of Reg. EU 2016/679 with respect to the processing of the IIT-Registry Data necessary in order to perform the obligations set forth in the Agreement.

9.1 The Data Controller warrants and undertakes that:

- The Personal Data has been collected, processed and transferred in accordance with the GDPR and all Applicable Data Protection law.
- It has used reasonable efforts to determine that the Data Processor is able to satisfy its legal obligations under this Agreement.
- It will make available, upon request, a copy of this Agreement to Data Subjects who are relevant to the processing, the subject matter of this Agreement, unless this Agreement contains confidential information, in which case it may redact such information. The Data Controller shall also provide a copy of this Agreement to the Supervisory Authority where required.

9.2 The Data Processor warrants and undertakes that:

- It will comply with all applicable law including Applicable Data Protection law in its performance of this Agreement.
- It will only process the Personal Data on the instructions of the Data Controller. In the course of performance of this Agreement the Supplier shall inter alia:
 - a) keep the IIT-Registry Data strictly confidential and process the IIT-Registry Data only to provide the DNS Anycast Service in performance of this Agreement;
 - b) not use or have used the IIT-Registry Data to allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to data subjects;
 - c) adopt technical and organizational measures that, having regard to the state of the art and the cost of their implementation, shall ensure a level of security appropriate to protect against the risks of unauthorized access to, use, and disclosure of the IIT-Registry Data including, but not limited to, store the IIT-Registry Data on remote servers in an encrypted manner such that removal of a disc from a remote server will not yield any IIT-Registry Data in a readable format;
 - d) not knowingly allow any third party to data-mine the IIT-Registry Data;
 - e) not provide any copy of the IIT-Registry Data to any third party without the express prior written consent of IIT-Registry;
 - f) comply with the applicable data protection law with respect to export of personal data outside the EU and EEA;
 - g) indemnify and hold harmless the IIT-Registry for any third party action in connection with non-compliance by the Supplier with one or more obligations set out in this Article. At the expiry of this Agreement the Supplier shall return the IIT-Registry Data to the IIT-Registry without retaining any copy thereof, and securely delete such IIT-Registry Data from any electronic storage support.
- It will transfer Personal Data to a Third Country indicated in this agreement.
- It will not disclose any Personal Data to a third party in any circumstances other than at the specific written request of the Data Controller, unless such disclosure is necessary in order to fulfil the obligations of the Services Agreement, or is required by applicable law.

- It will notify the Data Controller of any request for information by the Supervisory Authority and will not disclose any Personal Data without the prior consent of the Data Controller.
- It will notify the Data Controller of any complaint, notice or communication received which relates directly or indirectly to the processing of the Personal Data, or other connected activities, or which relates directly or indirectly to the compliance of the Data Processor and/or the Data Controller with relevant applicable law including Applicable Data Protection law.
- It will give the Data Controller prompt notice (24 hours) of a Personal Data breach or a potential data breach, once becoming aware of same, and the Data Processor will cooperate with the Data Controller in implementing any appropriate action concerning the breach or the potential breach as the case may be, including corrective actions.
- It will delete from its systems all soft copies of any Personal Data and return all soft and hard copy documentation on the completion of the Agreement or on request from the Data Controller and will do so in a timely manner, giving a written confirmation of same having been done. The only exception shall be where the Data Processor shall have a legitimate reason, which is confirmed by the Data Controller, to continue to process particular data or where it is legally required to maintain data records.
- Without prejudice to other legal provisions concerning the Data Subject's right to compensation and the liability of the parties generally, as well as legal provisions concerning fines and penalties, the Data Processor will carry full liability in the instance where it or its sub-processor is found to have infringed applicable law including Applicable Data Protection law through his processing of the Personal Data.
- It will do all the necessary to comply with the Applicable Data Protection law and will be capable of demonstrating its compliance with the obligations of Applicable Data Protection law.

9.3 The Data Processor undertakes to comply with the applicable data protection law as a processor, including, but not limited to, all the relevant provisions on processing of personal data and on export of personal data outside the territory of the EU as from time to time in force.

The parties agree that the termination of this Agreement at any time, in this circumstances does not exempt them from the obligations and/or conditions under this Agreement as regards the processing of the Personal Data transferred.

10. CONFIDENTIALITY

The Supplier agrees to keep confidential and to ensure that its employees, agents and subcontractors keep confidential, all Confidential Information:

- a) provided by the IIT-Registry to the Supplier in connection with this Agreement; or
- b) created by the IIT-Registry or the Supplier under this Agreement,

and not to disclose such Confidential Information without the prior written consent of the IIT-Registry acting in its absolute discretion.

At the expiry of this Agreement the Supplier shall return the Confidential Information to the IIT-Registry without retaining copy thereof, and securely delete the Confidential Information from any electronic storage support.

11. LIABILITY

In addition to the liabilities expressly provided in this Agreement with respect to data protection the Supplier shall be fully liable to the IIT-Registry and shall indemnify and hold harmless the IIT-Registry from any third party claim, in case of:

- a) loss of IIT-Registry Data, totally or partially;
- b) improper use of IIT-Registry Data by third parties;
- c) improper use of IIT-Registry Data by the Supplier;
- d) infringement of third party rights;

e) violation of the applicable data protection law.

12. PUBLIC PROCUREMENT OBLIGATIONS AND STATUTORY TERMINATION

The Supplier pursuant to art. 3, paragraph 8 of the Law of 13 August 2010, No 136 (and amendments), agrees to conform, on penalty of absolute nullity of the contract, to legislation regarding the tracking of financial flows related to the subject matter of the contract itself. The Supplier agrees to immediately notify the contracting authority and the prefectural office of the Government in the Province of Pisa regarding any failure of any subcontractors with regard to the obligations of financial tracking.

The Supplier agrees to provide full details of the current account dedicated to public procurements for all financial transactions related to this Agreement. This must be done within 7 (seven) days after the signing of this Agreement, or in the case of existing current accounts, from their first use in financial transactions related to public procurements, and at the same time, the personal and the social security / tax code number of persons delegated to act on it. The same parties shall also communicate any changes to the data submitted.

If the Supplier does not use the account specified in the preceding paragraph for financial movements relating to this contract, then the contract will be considered terminated in accordance with art. 3, paragraph 8 of Law No. 136/2010 (and subsequent amendments).

In order to be able to track financial flows, all invoices must contain the ID Code for Tenders [CIG [8442013981]

The Supplier is obliged to provide to the IIT-Registry the information relating to the bank details dedicated to the IITRegistry's payments for this contract together with the name of the persons delegated to act on it and their social security / tax code number.

13. TERM

This Agreement shall enter into force from 01/10/2020 for a period of 24 months .

14. EARLY TERMINATION

In case of violation of even a single provision of the following articles: 8, 9, 10, 12, this Agreement may be terminated by the non-defaulting party by registered mail, return receipt requested, addressed to the defaulting party and this Agreement shall be terminated at the time of the receipt by the defaulting party by such registered mail. Termination is without prejudice to any claim for damages or other remedy the terminating party may have.

15. LIQUIDATED DAMAGES

In case of early termination as per Article 14 hereto for the fault of the Supplier the Supplier undertakes to pay to the IIT-Registry, by 30 (thirty) days of termination of the Agreement, as liquidated damages, 30% (thirty per cent) of the amount of the contract non yet paid to the Supplier. This provision is without prejudice to any claim for damages or other remedy the IIT-Registry may have.

16. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the substantive laws of Italy.

For each and any dispute arising out or in connection with this agreement the competent courts of Roma, Italy, shall have exclusive jurisdiction.

17. SEVERABILITY

In the event of invalidity of any provision of this Agreement, the Parties agree that such invalidity shall not affect the validity of the remaining provisions of this Agreement.

18. ENTIRE AGREEMENT

This Agreement and any Annex hereto contains the entire agreement between the IIT-Registry and the Supplier with respect to the subject matter hereof, and it supersedes any prior agreements or understandings, whether written or oral, between the Parties. This Agreement may not be amended, waived, changed, modified or discharged except by an instrument in writing executed by each party hereto.

IN WITNESS WHEREOF, the duly authorised representatives of the Parties have executed this Agreement the day written below.

For and on behalf of the IIT-Registry	For and on behalf of the Supplier
The director of IIT-Registry	Title
Marco Conti	Name
Date _____	Date _____
Signed _____	Signed _____

Pursuant to Articles 1341 and 1342 of the Civil Code the following clauses are hereby expressly accepted: 8 (warranties and guarantees); 9 (data protection); 10 (confidentiality); 11 (liability) 14 (early termination); 15 (liquidated damages); 16 (governing law and jurisdiction).

For and on behalf of the Supplier
Title
Name
Date _____
Signed _____