

## SUBCONTRACTING AGREEMENT

### Preamble

**BARCELONA SUPERCOMPUTING CENTER, (BSC)** registered office is at 31, Calle Jordi Girona (ed. Torre Girona, 08034 Barcelona, Spain, is a public consortium created in April 2005 by agreement between the Spanish Ministry of Education and Science, the Generalitat of Catalunya and the Universitat Politècnica de Catalunya. Its mission is to investigate, develop and manage information technologies to facilitate the advancement of science.

### The NILU

The **BSC** and the **NILU**, are going to collaborate in the project described in the Annex 1 of this agreement,

Therefore, in consideration of the shared intent, mutual covenants and agreements contained herein, the parties agree to be bound as follows:

#### 1. Duties

The **NILU** engages the **BSC** and the **BSC** accepts the engagement to collaborate performing the 50% of the project described in Annex 1 .

#### 2. Compensation

**NILU** agrees to pay the **BSC** compensation for the Services agreed upon between. The total ammount of the compensation is: 2.500€.

The **BSC** will submit an invoice at the end of the project. **NILU** will pay such compensation to the **BSC** by Direct bank transfer within [ 30 ] days of the date of the **BSC's** invoice .

### **3. Standards and Deliverables**

The work performed and the resulting deliverables, outputs, outcomes, products or reports produced by the **BSC** will be suitable for their intended purpose.

### **4. Ownership of Information, Data and Materials**

Information provided to the **BSC** by or at the discretion of **NILU** will be the property of the final client.

### **5. Compliance by BSC**

With respect to Services performed by the **BSC**, employees of the **BSC**, the parties will:

5.1 Safety and Security Regulations.

5.2 The **BSC** will operate within the requirements of all tax laws and regulations, and interpretations thereof, and be solely responsible for reporting the entire compensation paid under this Agreement.

### **6. Relationship of Parties**

This Agreement will not establish a partnership, agency or joint venture between **NILU** and the **BSC**. The **BSC** will not be considered under this Agreement or otherwise as having the status of an employee or be entitled to participate in any schemes, plans, arrangements or distributions by **NILU**.

### **7. Non-Waiver**

No delay or failure of either party in exercising any right hereunder, and no partial or single exercise of said rights will be deemed to constitute a waiver of such right or of any other rights set out in this agreement.

## 8. Term and Termination

Unless otherwise agreed in writing by the parties, this Agreement will terminate upon the first to occur:

- a) twelve (12) months from the date first written above; or
- b) upon the event of termination of the project described in Annex 1.

## 9. Law

This Agreement will be governed by and construed in accordance with the Laws of Belgium. Any dispute which may arise between the parties concerning this Agreement will be determined by the Brussels Courts and the parties hereby submit to the exclusive jurisdiction of the Brussels courts for such purpose.

Signed:

  
DR. KARI NYGAARD  
CEO, NILU.



  
Mateo Valero  
Director



PROF MATEO VALERO CORTÉS  
DIRECTOR BSC