

## **NOVATION AGREEMENT**

Between

**THE PREPARATORY COMMISSION  
FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY  
ORGANIZATION**

and

**ISTITUTO SUPERIORE PER LA PROTEZIONE E LA RICERCA  
AMBIENTALE**

and

**ISPETTORATO NAZIONALE PER LA SICUREZZA NUCLEARE E LA  
RADIOPROTEZIONE**



April 2019

## NOVATION AGREEMENT

This Novation Agreement is made between:

The **PREPARATION COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION**, having its office located at Wagramerstrasse 5, A-1400, Vienna, Austria (the “**Commission**”)

and

**ISTITUTO SUPERIORE PER LA PROTEZIONE E LA RICERCA AMBIENTALE (ISPRA)**, having its registered office located at Via Vitaliano Brancati 48, 00144 Rome, Italy (“the **Assignor**”)

and

**ISPETTORATO NAZIONALE PER LA SICUREZZA NUCLEARE E LA RADIOPROTEZIONE (ISIN)**, having its registered office located at Via Capitan Bavastro 116, 00154 Rome, Italy (“the **Assignee**”)

each a “Party” and together the “Parties”.

### 1. ENTRY INTO FORCE

1.1. The Parties agree that this Novation Agreement will enter into force on 1 August 2018 (“Entry into Force”).

### 2. BACKGROUND

2.1. The Commission and the Assignor are parties to a Contract entitled “Post-Certification Activities and Radionuclide Samples Analysis by Radionuclide Laboratories Supporting the International Monitoring System” (Annex I to this Novation Agreement, “the Contract”).

2.2. The Assignor wishes to be released from the Contract and the Assignee has agreed to assume all of the Assignor’s rights and obligations under the Contract from the date of the Entry into Force of this Novation Agreement.

2.3. The Commission consents to the novation of the Contract to the Assignee in accordance with the terms and conditions of this Novation Agreement.

2.4. The Parties have agreed to novate the Contract to the Assignee by means of this Novation Agreement.

The Parties agree as follows:

### **3. NOVATION**

3.1 With effect from 1 August 2018:

- (a) All references in the Contract to “ISPRA” will be substituted by “ISIN” as though the Assignee had originally been a party to the Contract instead of the Assignor; and
- (b) the Assignor shall transfer all of its rights and obligations under the Contract to the Assignee and the Assignee shall perform the Assignor’s obligations and assumes its liabilities under the Contract and is bound by the terms and conditions of the Contract in every way as if the Assignee has at all times been a party to the Contract in place of the Assignor; and
- (c) the Commission releases and discharges the Assignor from further performance of the Contract and from all liabilities, claims and demands howsoever arising under the Contract, whether in contract, tort or otherwise and accepts the liability of the Assignee under the Contract in place of the liability of the Assignor; and
- (d) the Commission shall perform its obligations under the Contract and be bound by the terms and conditions of the Contract in every way as if the Assignee had at all times been a party to the Contract in place of the Assignor.

3.2 For the avoidance of doubt, nothing in this Novation Agreement shall prevent the Assignor from enjoying all the rights and benefits the Assignor had, or shall release the Assignor from any claims, liabilities or obligations it had, under the Contract in respect of the period prior to the Entry into Force of this Novation Agreement.

### **4. ASSUMPTION AND RELEASE**

4.1 Upon the Entry into Force of this Novation Agreement, the Assignee will assume all the obligations and liabilities under the Contract as fully and effectively in all respects as if

Assignee had been named in the Contract as a party in place of the Assignor and had executed the Contract in that capacity.

4.2 Upon the Entry into Force of this Novation Agreement, the Commission:

- (a) releases and discharges the Assignor from all claims, liabilities and demands in respect of the Contract in so far as such obligations and liabilities arise on and after the Entry into Force of this Novation Agreement;
- (b) accepts the liabilities of the Assignee in lieu of the liability of the Assignor in respect of obligations and liabilities arising on and after the Entry into Force of this Novation Agreement; and
- (c) is bound by the terms and conditions of the Contract in every way on and from the Entry into Force of this Novation Agreement as if the Assignee were named in the Contract in place of Assignor and had executed the Contract in that capacity.

## **5. REPRESENTATIONS AND WARRANTIES**

5.1. The Assignor represents and warrants to the Commission that:

- (a) it has the necessary power to enter into and fully perform its obligations under and in respect of this Novation Agreement and has taken all necessary action to authorize the execution, delivery and full performance of this Novation Agreement; and
- (b) this Novation Agreement is a valid and binding obligation enforceable against it in accordance with its terms and conditions.

5.2. The Assignee represents and warrants to the Commission that:

- (a) it has the necessary power to enter into and fully perform its obligations under and in respect of this Novation Agreement and has taken all necessary action to authorize the execution, delivery and full performance of this Novation Agreement; and
- (b) this Novation Agreement is a valid and binding obligation enforceable against it in accordance with its terms and conditions.

5.3. The Assignor and the Assignee each acknowledge that the Commission has entered into this Novation Agreement in reliance on the representations and warranties contained in clauses 4.1 and 4.2.

## **6. AMICABLE SETTLEMENT**

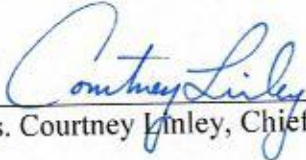
- 6.1. The Parties shall use their best efforts to settle amicably through negotiation any dispute, controversy or claim arising out of, or relating to, this Novation Agreement, or the breach, termination or invalidity thereof.
- 6.2. If the Parties cannot reach such amicable settlement through negotiation, the matter shall first be referred to conciliation, by request by either Party for conciliation procedures.
- 6.3. The conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules then prevailing, or according to such other procedures as may be agreed between the Parties, within a time period of ninety (90) days.
- 6.4. There shall be one conciliator.
- 6.5. The conciliation shall be in Vienna, Austria, and it shall be conducted in the English language.

## **7. ARBITRATION**

- 7.1. In the event of a failure to reach an amicable settlement in accordance with Clause 5 above (Amicable Settlement), any dispute arising out of the interpretation or application of the terms of this Novation Agreement or any breach thereof shall be settled in accordance with the arbitration rules established by UNCITRAL as at present in force.
- 7.2. The number of arbitrators shall be one.
- 7.3. The arbitration shall be in Vienna, Austria, and it shall be conducted in the English language.
- 7.4. The arbitrator shall take into account the internationally recognized general principles of commercial transactions.
- 7.5. The arbitrator shall have no authority to award punitive damages, nor to award interest in excess of five (5) per cent, and any such interest shall be simple interest only.
- 7.6. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

In witness whereof, the duly authorized representatives of the parties hereto have executed this Agreement.

For and on behalf of the **PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION:**

  
\_\_\_\_\_  
Ms. Courtney Linley, Chief, Procurement Section

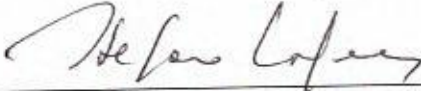
Date: 3 May 2019 . Place: Vienna, Austria.

For and on behalf of **ISPETTORATO NAZIONALE PER LA SICUREZZA NUCLEARE E LA RADIOPROTEZIONE:**

  
\_\_\_\_\_  
Mr. Maurizio Pernice, General Director

Date: 8 maggio 2019 . Place: ROMA - ITALY.

For and on behalf of **ISTITUTO SUPERIORE PER LA PROTEZIONE E LA RICERCA AMBIENTALE:**

  
\_\_\_\_\_  
Mr. Stefano Laporta, Head of the Top (Executive) Management

Date: 9 maggio 2019 . Place: Roma - Italy .

## Annex I

### The Contract:

<b>Contract Number</b>	<b>Contract Name</b>
CTBTO Contract No. 2017-0652	Post-Certification Activities and Radionuclide Samples Analysis by Radionuclide Laboratories Supporting the International Monitoring System