

**SUPPLEMENTARY AGREEMENT BETWEEN THE GOVERNMENT OF THE ITALIAN  
REPUBLIC AND REGIONE EMILIA-ROMAGNA ON THE ONE HAND AND THE  
EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS, ON THE OTHER,  
CONCERNING THE PREMISES OF THE CENTRE LOCATED IN ITALY**

Having regard to the Convention establishing the Centre, signed in Brussels on 11 October 1973 and amended with effect from 6 June 2010;

Having regard to the Protocol on the Privileges and Immunities of the Centre annexed to the Convention;

Whereas the Council of the Centre has approved the text of a high-level agreement between the Government and the Centre, for the location of a data centre in Bologna (the "Agreement") on 22 June 2017;

Whereas the Government is using its best endeavours to ensure that the Agreement shall be ratified by the Parliament of the Italian Republic;

The Government and the Region, on the one hand and the Centre, on the other, hereby agree the following Supplementary Agreement, concerning the Premises, as defined in the Agreement.

1. This Supplementary Agreement shall take effect and be enforceable on the date when both or the second of the two parties signs this supplementary agreement.
2. For the purpose of this Supplementary Agreement, the definitions set out at Article 1 of the Agreement shall apply.
3. The Premises shall be located within the "Tecnopolo di Bologna" site, in Bologna, Via Stalingrado, owned by the Region. The Premises shall be composed of 11,500 m<sup>2</sup> outdoor areas and delimited buildings with a surface of approximately 10,000 m<sup>2</sup>, including spaces for HPC, IT, auxiliary services and offices.
4. The Premises shall be at the disposal of the Centre for the Period of Occupancy, which shall be twenty five (25) years from the date when the Centre first takes occupation of the Premises or such longer period as agreed by the Government and the Centre from time to time.
5. The Premises will be at the disposal of the Centre free of charge, pursuant to Article 3 of the Agreement.
6. This Supplementary Agreement shall be jointly reviewed by the parties if the Centre serves an Option Notice under Article 3.2 of the Agreement and/or for the purpose of any extension of the Period of Occupancy beyond the initial twenty five (25) year period.
7. The existing buildings shall be refurbished, specifically to meet all the requirements set forth in the bid documents, submitted by the Government to the Centre and according to the final detail plans agreed upon pursuant Clause 9 of Part I of Annex I to the Agreement. The Premises shall include auxiliary spaces, such as offices and technical services. The Premises shall be delimited and have

direct and exclusive access to via Stalingrado. The planning and works shall comply with Italian laws and regulations.

8. The Premises shall be handed over to the Centre ready to host the data centre including all the technical devices and components for data centre cooling, energy distribution and business continuity, offices and auxiliary spaces.

9. The Region will retain ownership of the Premises and of any other land, buildings and infrastructure in the area of the Tecnopolo di Bologna. The Centre shall take the ownership of all the technical devices and components for data centre cooling, energy distribution and business continuity installed in the Premises at the Region's expense, which are separable from the buildings and infrastructure. The inventory of all such devices and components shall be agreed upon between the Region and the Centre when the Premises are handed over to the Centre.

10. The Government, through the Region, shall be responsible for the repair, redecoration and other maintenance of:

- a. the land, buildings and infrastructure (including access roads), which are external to the Premises but within the area of the Tecnopolo di Bologna;
- b. the exterior of the Premises (including the fences, perimeter walls and roofs); and
- c. the external structural elements of the Premises (i.e. the offices, data and data storage halls, plant and equipment rooms, loading bay and auxiliary spaces).

11. The Centre shall be responsible for all other repair and maintenance of the Premises throughout the Period of Occupancy.

12. During the Period of Occupancy, the Centre will also be responsible:

- a. To pay and discharge all rates, taxes and outgoings payable in respect of the Premises except those from which the Centre is exempted under the Protocol and the Agreement.
- b. To pay all charges payable in respect of electricity, water, gas, connectivity and other services used or consumed on the Premises directly to the supply authorities.
- c. To pay all charges for security services in connection with the Premises.
- d. From time to time and at all times during the Period of Occupancy to repair, decorate and when necessary to renew (with such articles as may be necessary in order to maintain the required quality) and clean those areas of the Premises for which the Centre is responsible as defined in clauses 9, 10 and 11 above.
- e. To insure the Premises in the joint names of Regione Emilia-Romagna and ECMWF, against the insured risks with any reputable insurance company and in a sum not less than the cost of replacement thereof from time to time and in the event of total destruction plus Architects, Engineers and Surveyors' fees and all other professional fees, which might be incurred in the rebuilding or reconstruction of the Premises and to produce to the Region at reasonable intervals, not being more than 12 months apart the receipt for the last premium and (if requested by the Region) the policy document.


- f. To indemnify the Region against any claims, proceedings or demands and the costs and expenses incurred thereby which may be brought against the Region by any servants, work people, agents or visitors of the Centre or any other third parties (other than servants, work people, agents or visitors of the Region) in respect of any accident, loss or damage to personal property, arising out of the Centre's operation of the parts of the Premises (including plant or machinery) for which the Centre is responsible, to the extent that the accident, loss or damage was due to the negligence or wilful actions of the Centre or its staff.
- g. Subject to the Articles of the Agreement and to this Supplementary Agreement, not to make any alterations or additions affecting the structure or main service structure or main services of the premises or the external appearance thereof without first obtaining the written approval of the Region to the plans and specifications thereof (such consent not to be unreasonably withheld) and also any necessary planning approval required under the local rules and all other requisite permissions and to make such alterations in strict conformity with such plans and specifications and planning approval and permissions provided always that the Centre may erect partitions and carry out any other non-structural works in the Premises and remove or alter the position of any internal division walls (not being main structural walls) and partitions or to the internal fittings of the Premises.
- h. To arrange and undertake all scheduled and reactive maintenance of all plant, machinery and electrical equipment installed by the Region at the beginning of the Occupancy period, in accordance with the manufacturer's specifications.
- i. To make such alterations, in conformity with the national and local rules, as it considers necessary for its operational purposes to any internal structures, installed plant, machinery, pipework or electrical equipment. This includes the replacement of any equipment installed by the Region for use by the Centre during the Period of Occupancy.
- j. Not to assign, underlet, charge or otherwise part with possession of the whole or any significant part of the Premises. This obligation is not intended to restrict the Centre's ability to host IT equipment for its member states and third parties in the Premises.
- k. Subject to the provisions of the Protocol and the Agreement, to permit the Region or its Surveyor, Agents and such workmen as may be authorised by them upon reasonable prior, written notice (except in the case of emergency) at convenient times and as often as may be necessary in every year to enter the premises and examine the state of repair and condition thereof and check and take inventories of the fittings, fixtures and components, which are owned by the Region.
- l. Subject to the provisions of this Agreement and with due allowance for fair wear and tear, to return to the Region at the end of the Period of Occupancy the Premises in good and substantial condition together with all fixtures and fittings originally installed at the expense of the Region and those fixtures and fittings which are inseparable from the buildings and infrastructure and have been replaced after working life expiration (but excepting all other fixtures, fittings, technical devices and components, which the Centre owns under Clause 9 or has replaced,

altered, installed or added at its own expense during the Period of Occupancy under Clauses 12i.).


- m. The Centre shall seek the advice of the Region on the remedial work to be undertaken at least once in every three years and in the last year of the Period of Occupancy, howsoever terminated. The Centre shall provide the Region with a certificate of proper completion of the remedial work undertaken and a statement of that not undertaken.

Done in duplicate at Reading, this 22nd June 2017 in English.

For the Government of the Italian Republic }  
Col. G.A.r.n. Silvio Cau, }  
Comando Squadra Aerea - Stato Maggiore, }  
Reparto per la Meteorologia }

.....  ..... By

For the Regione Emilia-Romagna }  
Patrizio Bianchi }  
Assessore Regionale }

.....  23/6/17 ..... By

For the European Centre for Medium-Range }  
Weather Forecasts By Dr. Florence Rabier, }  
Director General }

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[Subsequently append detailed inventories of components, systems and equipment installed in or made available with the Premises.]