SPECIFIC CONDITIONS FOR "NAMIRIAL ARCHIVE FRANCE" DOCUMENT SERVICES
Preservation

Section I - General provisions

1. Value of these Specific Conditions

These specific conditions of contract ("Specific Conditions") govern the provision of the service referred to herein.
These Specific Conditions supplement the Additional Conditions and refer to the services indicated in the Commercial Proposal.
In the event of conflict between the Additional Conditions and the Specific Conditions, the latter shall be considered prevailing.
The Definitions indicated in the General Conditions apply to these Specific Conditions.

Section II - Specific Conditions

2. Definitions related to the Preservation Service

In addition to the definitions included in the General Conditions and the Additional Conditions, the following definitions are taken into account in addition to and/or in place:
“Digital Curator”: is Namirial S.p.A., the digital curator accredited by AgID, which - in compliance with the Contract - is entrusted with the Preservation, according to the provisions of the Long Term Archiving Practice Statement. The Digital Curator may carry out the Service as a Preservation Delegate.
“QTSP”: is Namirial S.p.A., in its role of Qualified Trust Service Provider pursuant to Regulation (EU) No. 910/2014 (eIDAS).
“Automatic Signature": is the optional service (organized and managed by the QTSP, to be activated in addition to the basic Preservation service) of qualified electronic signature (digital signature) of electronic documents by means of an automatic procedure, carried out with the authorization of the subscriber who retains exclusive control of his signature keys, aimed at ensuring the authenticity of the origin of the same.
"Long Term Archiving Practice Statement:" is the analytical document, relating to the Preservation System, drawn up by the Digital Curator and published in its most updated version on the website of the Digital Curator, which details the specific procedures relating to the Service, as well as the general policies of the Electronic Document Preservation System.
“Archival Information Package (AIP)”: is the information package consisting of the transformation of one or more Submission Information Package according to the specifications contained in the applicable laws and according to the procedures set out in the Long Term Archiving Practice Statement.
“Dissemination Information Package (DIP)”: is the information package sent by the Preservation System to the User in response to a request from the User.
“Submission Information Package (SIP)”: is the information package generated by the Producer of the Submission Information Packages, according to a predefined format and containing the metadata and documents to be created and stored in accordance with the law.
“Producer of the Submission Information Packages”: is responsible for generating the Submission Information Packages and transmitting them to the Digital Curator; this responsibility may sometimes be delegated by the Owner of the preservation object to a third party. In the Public Administration, the role of Producer of the Submission Information Packages is formally held by the Head of Document Management.
“Submission Report”: is the electronic document that certifies that the Preservation System has taken charge of the SIP or of the documents contained therein.
“Service Sheet”: is the technical specification, containing certain "Specificities of the contract", in particular the essential requirements of the Service, the related technical-functional and procedural specifications, as well as the timing of the Preservation process. Subsequently, any change to the Service on the Client's indication will require the Service Sheet to be updated.
“Preservation Service”: is the service organized by the Digital Curator, having as its object the Preservation and/or Automatic Signature of Electronic Documents, based on the information in the Service Sheet and/or in the Application Form.
“Preservation System": is the infrastructure for the provision of the Preservation Service, organized and managed by the Digital Curator.
“Owner of the object of preservation" or "Producer”: is the person who has originally prepared the Electronic Document for their own use or commissioned to another person or acquired it in the performance of their activity or who has the availability of it.
“User Manager”: is the natural person, internal or linked to the Client by a collaboration relationship, who has administrator privileges of the Preservation System for the configuration and management of Preservation and Archiving in favour of the Producer, limited to the activities indicated in the Application Form and/or in the Service Sheet.

3. Conditions of provision of the Electronic Document Preservation Service

Supplier, through the Digital Curator, undertakes to provide the Service in compliance with all the regulations, both technical and security, dictated on the Preservation systems of electronic documents, according to the methods and terms contained in the Long Term Archiving Practice Statement.
The Supplier, through the Digital Curator ensures that the Client fulfils its contractual obligations with the specific professional diligence required by the nature of the service in question, providing the Service through personnel with adequate training and technical-professional experience.
Preservation involves the performance of the following activities:

- support to the Client, during the activation phase of the Preservation Service;
- configuration of the Preservation Service, based on the specifications indicated in the Service Sheet;
- provision of the interface of the transmission channel for the deposit of the SIP, ensuring the necessary security measures during the transfer;
- taking charge of the SIPs, if they comply with the requirements set out in the Long Term Archiving Practice Statement;
- verification of the consistency of the SIPs received and generation of the Submission Report, as IT evidence of their acceptance;
- constant maintenance and updating of the Preservation System;
- online publication of the stored electronic documents for access, research, consultation and exhibition by the User.

4. Client's Obligations in Relation to Preservation

For the purposes of the correct activation and provision of the Preservation, the Client is required to carry out the following activities:

1) in the preliminary analysis phase, collaborate with the Digital Curator, the Supplier and the Partner, providing all the information and data necessary for the correct establishment and management of the Service;
2) maintain exclusive responsibility for the correct formation of the content of the electronic documents subject to Preservation, ensuring compliance with the regulations in force on the subject (such as the provisions of tax and civil regulations concerning the correct keeping of accounts) and their legal value;
3) guarantee and assume responsibility for the correctness, completeness, truthfulness, chronologic al order and absence of discontinuity of all data, information and documents provided for the provision of the Preservation Service;
4) guarantee and assume exclusive liability in civil, criminal and administrative proceedings in relation to the content and ownership of the documents subject to the Preservation, undertaking to indemnify and hold harmless Supplier, Digital Curator, and all persons who may be delegated from any damage, liability, loss, indemnity, charges (e.g. administrative sanctions, costs, expenses of any kind, including legal ones) or claims of third parties;
5) form the Computer Documents in a static and non-modifiable electronic format, i.e. not containing, by way of example but not limited to, macro-instructions corresponding to internal commands which, upon the occurrence of certain events, may automatically generate changes or variations of the data contained in the Electronic Document, nor corresponding executable codes in instructions, not always visible to the User, which allow the computer to modify the content of the Electronic document subject to Preservation. The format of the aforementioned documents must comply with the format specifications set out in the Technical Regulations;
6) in the case of documents signed with a qualified electronic signature, submit these documents before the expiration, revocation or suspension of the signature certificate, in compliance with the timing of the generation of the Archival Information Packages shared with the Digital Curator;
7) generate the SIP and transmit it to the Preservation System;
8) verify independently, or through its Partner, the correct acquisition by the Preservation System of electronic documents;
9) in relation to those Electronic documents that may be subject to a subsequent transfer of ownership to third parties, prepare the Submission Information Packages in such a way that each of them contains only relevant and non-exceeding information, as indicated in the Service Sheet;
10) from an organizational and management perspective, ensure the interfacing and connection of its system with the Preservation System, according to the specifications shared in the Service Sheet;
11) promptly, accurately, and exhaustively communicate all requested information, in order to allow for the timely provision of the Service, in compliance with the legal deadlines provided for Preservation;
12) consult the preserved Electronic documents, according to the technical methods of access, display, and return provided;
13) where required, carry out the Service's testing for the different document classes subject to Preservation, for the subsequent launch of the Service into production;
14) ensure that its appointees operate in accordance with the provisions of the rules on the management of archives, IT systems and privacy;
15) to keep the Authentication Credentials provided to him with the necessary confidentiality and the utmost diligence, committing, among other things, not to transfer and/or not to allow the use of the Service to third parties; in the event of loss and/or theft of the same, the Client is required to promptly notify the Digital Curator of these circumstances in writing, in order to promptly activate the procedure for blocking and issuing new Authentication Credentials. After the first access, the Client is obliged to replace the Authentication Credentials, previously assigned, with new credentials known only to the Client;
16) to transfer documents and data into the Digital Curator 's Preservation System without particular personal data (e.g. data that may detect the state of health and religious beliefs of the data subjects) and judicial data (i.e. personal data that reveal the existence of certain judicial measures subject to registration in the criminal record). In the event of the presence of documents and data that, in accordance with the regulations in force from time to time, require special processing, the Client undertakes to select the Preservation module for special data.

It is understood that the omission, incompleteness and non-compliance of the Client's conduct, with respect to what is indicated in this article, constitutes grounds for exemption from liability of the Digital Curator, for any contractual and/or non-contractual damage suffered by the Client and/or the Owner of the Preservation object and/or third parties. In any case, the Supplier, also through Digital Curator reserves the right to verify that the Preservation space is not used by Clients and Users in an improper manner and in any case extraneous to the object. By way of example and not limited to, improper use of the Preservation space is understood as: file sharing, hyperlinks to files acquired through anonymous FTP links, archiving of security data that is not relevant to the use and function of the Service, large media files (i.e. audio files, images, etc.) and in general large files that are not relevant to the use and function of the Service.

The Client undertakes towards Supplier and Digital Curator, to ensure that all the subjects indicated in the Service Sheet or in the Application Form, in favour of whom the Preservation Service will be provided, comply with the content of all the clauses in the Contract; if even just one of them violates, in whole or in part, the contractual obligations established herein, the Client will be held directly liable to Supplier, Digital Curator and/or their delegates, for any violation committed.

5. Activities and responsibilities of the Manager User

The Manager User, if present, will carry out the activities indicated in the Service Sheet.
The Manager undertakes to guarantee and assume exclusive liability in civil, criminal and administrative proceedings in relation to the execution of the aforementioned activities, undertaking to indemnify and hold harmless Supplier, Digital Curator and any delegated subjects from any damage, direct and/or indirect, contractual and/or non-contractual, liability, loss, indemnity, charges (e.g. administrative sanctions, costs, costs of any kind, including legal costs) or claims by the Client or third parties.

6. Automatic signature

The Automatic Signature is an optional service, (where expressly indicated in the Application Form or in the Service Sheet), made available by the QTSP in accordance with the relevant legislation on the generation, affixing and verification of electronic signatures and time stamps.
The signing phase with automatic signature is prior to the Preservation phase and takes place by affixing the digital signature with an automatic procedure on the electronic documents, by the Client or by the subjects expressly delegated by them (as agreed in the Service Sheet).
The Client acknowledges and accepts that the usability of the QTSP's qualified electronic signature devices is in any case conditional on the prior completion and signing of the specific forms prepared for this purpose by the QTSP; It is acknowledged that this clause is of an essential nature.
The Client acknowledges and accepts that the automatic Signature of electronic Documents takes place through the use of automatic digital signature devices adopted by the QTSP; in relation to the Automatic Signature, the Client undertakes in particular to:

a) clearly indicate in the Service Sheet the subjects specifically delegated by it to sign electronic documents to be transmitted to the Preservation System, with an automatic digital signature procedure;
b) ensure that these subjects are specifically equipped with suitable powers of signature, or equipped with a specific valid proxy that can be enforced against third parties;
c) provide all the support and information necessary for the correct acquisition and management of the signature credentials of the subjects delegated to affix the digital signature on the electronic documents;
d) ensure that the signatories of the Electronic Documents, holders of appropriate signature certificates, give their express, initial consent to the use of their digital signature certificate as part of the Service with an automatic procedure, pursuant to art. 35 of the CAD;
e) ensure that each holder of digital signature certificates retains exclusive control over their Authentication Credentials, through online access to the Service;
f) provide, in a timely, correct and exhaustive manner, all the data requested by the QTSP in order to correctly identify the holder of the signature certificate and the subsequent correct issuance of the signature certificate by the QTSP;
g) communicate to the Digital Curator any circumstance that involves the change of the signatory, delegated to digitally sign the Electronic Documents subject to the Service and in any case no later than 30 (thirty) days following the occurrence of this circumstance (by way of example and not limited to, if the power of the delegated subject to sign the Electronic Documents ceases for any reason, or the suspension or revocation of the relevant signature certificate is requested or the same expires in the following 3 months); the communication sent by the Client will authorise the Digital Curator to suspend - even immediately - the use of the signature credentials of the signatory, to whom the aforementioned circumstances refer, for the purpose of providing the Service.

7. Consequences of the termination of the Preservation Service

With particular regard to the Preservation Service, in the event of termination of the Service, for any reason whatsoever (e.g. expiry, termination or withdrawal, including the case referred to in art. 8), the Client shall have the right to obtain, in whole or in part, the return of the Electronic Documents subject to Preservation, together with the related AIP, metadata and preservation evidence, and/or their transfer to another preservation service provider or to another system designated by the Client. To this end, the Client shall, unless otherwise specifically agreed, request and download the DIPs within 60 (sixty) days from the termination of the relationship.
The return and/or transfer referred to in the above paragraph shall take place through the generation and making available of one or more DIPs, in accordance with the procedures, formats and interoperability measures described in the Long Term Archiving Practice Statement, and in particular in §§ 7.10 (Preparation and management of the Dissemination Information Package), 7.12 (Measures ensuring interoperability and transferability to other preservation service providers) and 7.13 (Interactions with the Service), which form an integral part of these Specific Conditions. The DIPs shall be made available to the Client through a dedicated secure web page, which shall remain accessible for the entire period referred to in the above paragraph. Any further or different modalities of return or transfer (including assisted migration to another preservation service provider) may be agreed in writing between the Parties.
Upon completion of the return and/or transfer operations, the Client shall issue to the Digital Curator a declaration of receipt confirming the successful completion of the return, in accordance with the Long Term Archiving Practice Statement.
Upon the natural expiry of the mandatory retention period, subject to notice to be sent in the manner set out in the General Conditions, within at least 60 (sixty) days from the effective date of termination, the Client shall have the right to request the extension of the retention period or the activation of the deletion procedure in accordance with the provisions of the Contract.
The Client acknowledges and accepts that, if it does not make any communication of the procedures indicated in this article and in the General Conditions, the Contract will be considered totally terminated with the consequent impossibility of accessing the Service, without prejudice to the provisions of this article.
Following receipt of the declaration referred to in this article or, where the Client fails to download the DIPs and/or to issue such declaration within the term referred to herein, after the expiry of a further term of 15 (fifteen) days from a written reminder sent by the Digital Curator in the manner set out in the General Conditions, the Digital Curator will proceed with the definitive deletion of the Client's data and of the Electronic Documents subject to Preservation present in the Preservation System, in accordance with the Long Term Archiving Practice Statement, with the exception of the data strictly necessary for administrative, tax and accounting obligations which will be stored for the period required by the regulations in force from time to time on the subject.
For public archives, the procedures for exercising the State's scientific and technical control over disposal are carried out in accordance with French legislation on the disposal of archives (Heritage Code). The disposal mandate must be validated by the

competent authority for the disposed archives.

8. Termination of the Digital Curator’s Activity

In the event of termination of the activity of Digital Curator by Namirial S.p.A., the same, also through the Supplier, will formally inform the Client by means of a communication sent via certified email, at the same time withdrawing from the Contract with the latter. The aforementioned withdrawal will operate with regard to the Preservation Agreement or only the Preservation component in the event of activation of other Services.
The Client, from the date of receipt of the aforementioned communication, may exercise the rights and shall comply with the obligations referred to in the previous art. 7.

Client Signature* _____
*Please sign digitally

Client Name _____