

DECRETO

n. **25** del **23.03.2017**

Approvazione dello schema di Agreement for Cooperation da sottoscrivere con Nowcast GmbH inerente la collaborazione in ambito di rilevamento fulmini .

All. "A": Schema Agreement for Cooperation

L'AMMINISTRATORE UNICO

- Vista la L.R. n. 35 del 23.02.2005 che ha disposto la costituzione del Consorzio LaMMA “Laboratorio di Monitoraggio e Modellistica ambientale per lo sviluppo sostenibile”, avente come soci fondatori la Regione Toscana, il Consiglio Nazionale delle Ricerche (C.N.R.) e la Fondazione per la Meteorologia Applicata (F.M.A.);
- Vista la L.R. n°. 39 del 17 luglio 2009 e s.m.i. recante la nuova disciplina del Consorzio LaMMA;
- Vista la Convenzione del Consorzio LAMMA approvata dall'assemblea straordinaria dei soci del 26 maggio 2010 con verbale redatto dal notaio dott. Mario Piccinini il 26 maggio 2010, rep. n. 62.549 fasc. 27.188 e successiva modifica;
- Visto lo Statuto del Consorzio LaMMA, approvato dall'assemblea straordinaria dei soci straordinaria del 26 maggio 2010 con verbale redatto dal notaio dott. Mario Piccinini il 26 maggio 2010, rep. n. 62.549 fasc. 27.188 e successiva modifica;
- Visto il verbale dell'Assemblea dei Soci del 23 maggio 2013 e il Decreto P. G. R. n°. 108 del 07.06.2013 relativi alla nomina in qualità di Amministratore Unico del LaMMA del Dott. Bernardo Gozzini;

Considerato che Nowcast GmbH opera in una rete costituita da sensori di rilevamento fulmini distribuiti nel territorio tedesco e ha interesse ad implementare l'area di rilevazione posizionando nuovi sensori in Italia,

Considerato che il LaMMA nell'ambito del servizio meteorologico ha interesse a ricevere dati relativi ai fulmini;

Appurato che le Parti ritengono utile una cooperazione nell'ambito della quale il LaMMA si impegna a trovare l'ubicazione per i due sensori di proprietà di Nowcast GmbH e ad installarli, mantenendo attiva e indisturbata l'alimentazione e il collegamento Internet degli stessi e Nowcast GmbH rende libero l'accesso alla mappa fulmini regionale;

Visto lo schema di Agreement for Cooperation;

DECRETA

1. di approvare, per le ragioni espresse in narrativa che qui si intendono integralmente richiamate, lo schema di Agreement for Cooperation da sottoscrivere con Nowcast GmbH in ambito di rilevamento fulmini;
2. di provvedere allo svolgimento di tutti gli adempimenti necessari e conseguenti al presente decreto.

l'Amministratore Unico
Dott. Bernardo Gozzini
firmato digitalmente

ALLEGATO A

Hosting-Agreement for a LINET Sensor



Agreement for Cooperation

between

Consorzio LaMMA („LaMMA“)

Via Madonna del Piano n.10, 50019 Sesto Fiorentino (FI), Italy

and

nowcast GmbH („NC“)

Albert-Roßhaupter-Str. 43, 81369 München, Germany

Initial Statement

nowcast operates the European Lightning Detection Network LINET. The network consists of suitably distributed lightning detection sensors all over the relevant regions. In order to increase detection efficiency and location accuracy new sensors are added in specific areas. This cooperation agreement between LaMMA and NC regulates the general conditions for the handling and the operation of a LINET sensor.

Terms of Agreement

The parties LaMMA and NC agree that LaMMA provides two sites for the hosting of a LINET sensor.

LaMMA shall use its reasonable endeavours to comply with the following terms:

- (1) LaMMA provides two suitable sites for LINET lightning detection sensors.
- (2) A LINET lightning detection sensor consists of the following components: GPS-antenna, LINET field antenna and LINET field processor. The complete LINET lightning detection sensor remains owned by nowcast.
- (3) LaMMA provides continuous undisturbed power and Internet connection for the LINET field processors.
- (4) LaMMA provides – whenever possible – remote access to the LINET field processors.
- (5) LaMMA agrees to inform NC as soon as reasonably practicable in case of unusual situations, which may disturb the normal sensor operation. In case of scheduled maintenance work or other activities that may interrupt the operation of the LINET sensor LaMMA informs NC as timely as possible.

- (6) LaMMA agrees to install the sensors at its own expense.
- (7) NC cares for maintenance or repair of LINET sensors at its own expenses, and LaMMA supports such endeavors at its best.
- (8) LaMMA communicates contact data of the technical contact person and his representative to NC (Dr. Felix Keis, +49 89 5529 713 90, fkeis@nowcast.de). LaMMA updates this information in any case of changes.

NC complies with the following terms:

- (9) NC delivers a complete LINET sensor with all components at its own expense.
- (10) NC provides a free-of-charge access to LINET view with a map that visualizes lightning in the range of app. 480 km x 480 km around the center area. In addition, historic data can be viewed at least one month back in time.
- (11) Any repair and replacement of malfunctioning parts of the LINET sensor will be organized by NC.
- (12) NC communicates the technical contact person and its representative to LaMMA (Bernardo Gozzini, +39 055 44 83050) for questions and problem solving regarding all aspects of the LINET sensor.

LaMMA acknowledges and agrees that:

- (13) The lightning data may not be error-free and is provided on an 'as is' basis. LaMMA cannot ask for for other data types or other quality features than presented.
- (14) The access to the regional lightning map (section 10) provided by NC to LaMMA must be used by LaMMA only for internal purposes of LaMMA. In case of severe weather situations, the retrieved information can enter into composition of official bulletins. Still, LaMMA is not authorized to sell, publish or otherwise distribute or provide access to the regional lightning map in any form to any other person or entity including, without limitation, LaMMA customers or the general public.

Validation and Duration of the Agreement:

- (15) This agreement will take effect as soon as both parties have signed it, and it will be valid until either party declares the end of the agreement. In the latter case, the removal of components of the LINET sensor must take place outside the lightning season (Europe: 1st of April to 30th of September).
- (16) This agreement is valid independent of any other agreement or contract between the parties LaMMA and NC.



- (17) Changes or alterations of this agreement require a written form. This refers also to the change or alteration of the clause to require written form.

Dispute Procedure and Governing Law

- (18) Every endeavour shall be made to resolve disputes in the first instance by the signatories of this agreement.
- (19) LaMMA shall not be liable to NC for the LINET sensor and in particular in case of partial or total loss of or destruction of the LINET sensor other than as a result of acts of gross negligence or malfeasance on the part of NC.

This agreement shall be governed by and interpreted in accordance with the laws of the Italian Republic and shall be subject to the jurisdiction of the Courts of the Italian Republic.

Technical contact person NC

Dr. Felix Keis
Email: fkeis@nowcast.de
Phone: +49-(0)89-5529 713-90

Representative

Prof. Dr. Hans-Dieter Betz
Email: service@nowcast.de
Phone: +49-(0)89-5529 713-70

Consorzio LaMMA

nowcast GmbH

Sesto Fiorentino.

Munich,

Place, Date

Place, Date

Signature

Signatures
ppa. D. Betz ppa. D. Kleine-Albers