2016

GeoSolutions Proposal

Proposal for
City of Helsinki

Ing. Simone Giannecchini

Dott. Eleonora Fontana

GeoSolutions S.A.S.

27/10/2016

Proposal #46/2016

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Geosolutions Intials _____ Client Initials _____

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Proposal of Consulting Services

This Proposal is made by GeoSolutions S.A.S., Via Carignoni 51, 55041 Camaiore, Italy (hereafter called "**Company**") for **City of Helsinki** (hereafter called "**Client**"), having address Pohjoisesplandi 11-13, P.O. Box 1, 00099, Helsinki, Finland.

In consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

Engagement of Consulting Services

Term of Reference

Company is proposing the development of following tasks

- Fixing nested layer group appearance
- Securing layer group in built-in security.

A detailed task sheet for the work to be completed is attached to the present proposal as Addendum I

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Services Provision

Company's point of contact (POC) will be Ing. Simone Giannecchini and Eleonora Fontana; Simone Giannecchini will act as the single project manager for this contract and Eleonora Fontana will act as the contracting officer.

Contact Information for Eleonora Fontana are as follows:

Mobile: 0039 3316253196
Office: 0039 0584962313
Email: eleonora.fontana@geo-solutions.it

Contact Information for Ing. Simone Giannecchini are as follows:

Mobile: 0039 3338128928
Office: 0039 0584962313
Email: simone.giannecchini@geo-solutions.it

Work is assumed to be performed at Company's facilities during Italian working hours (9:00 AM – 07:00 PM), from Monday to Friday, excluding Italian Public Holidays[1].

Compensation

Fees and Payment Conditions

The Total Price for the development of the described work is Euro 3.575,00 to be invoiced at the delivery of the two completed tasks.

The client should test the work and report any potential problem within 60 days from the Final Release.

Payments and invoices will be in Euro.

Payments shall be performed within 30 days from invoicing.

Administrative details and instructions for invoicing should be provided by Client on acceptance. Administrative details and bank coordinates for Company are provided in the Administrative Information section and on the invoices.

Expenses

Expenses are *not* covered by this agreement and shall be scoped and billed separately; expenses include traveling, lodging and meals while working outside Company's facilities, long-distance phone calls, and any copying and mailing services, outside of normal communication with Client. Lodging and meal expenses will be documented with receipts.

[1] http://www.worldtravelguide.net/italy/public-holidays

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Terms

Beginning of the work

The GeoSolutions Team will begin the work as soon as possible.

Delivery of the work

Second half of November 2016.

Termination

Either Party may terminate this agreement giving thirty (30) days written notice to the other party at the addresses stated above or at an address chosen subsequent to the execution of this agreement and duly communicated to the party giving notice.

If the agreement is terminated, Company will present Client with a statement of account showing all fees paid to that time, and itemizing work performed. If work performed exceeds fees paid to date, Client will pay Company for such work at the established rate. If fees paid exceed work performed to date, Company will return unearned fees to Client.

Client shall ensure that the Company is reimbursed for the Company's fees and expenses down to the date of termination howsoever arising without set-off or deduction.

Validity

This offer can be considered valid until 31/10/2016.

Governing Law

This Agreement shall be governed by the governing laws of Lucca - Italy. By their execution of this agreement the parties hereby irrevocably agree to submit to the exclusive jurisdiction of the laws and courts of the Italian State.

Amendments

Changes, amendments and supplements to this Agreement must be made in writing and signed by the parties. This Agreement is not assignable by either party without the prior written approval of the other.

Non-Disclosure Agreement

During the cooperation with the Client for the present contract, GeoSolutions and the Client will exchange confidential information. Both Parties agree not to disclose such information to third Parties without an explicit acceptance from the other part. The confidential information will be identify as such in written form on exchanged documents or verbally during in person discussions. Those information which at the time of disclosure are: of public domain or already known form the other Party will not be considered confidential.

Both Parties undertake to adopt the most appropriate measures to maintain the secrecy upon the content of the data exchanged / provided reciprocally during the execution of the present contract.

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Pursuant to article 1381 of the Italian Civil Code, the Parties agree to extend the non-disclosure agreement to their respective employed and their associates. Both Parties agree to avoid the divulgation of the confidential information to third parties except with prior authorization of the holders of such information.

Obligations on confidential information described in this agreement shall take effect for a period of ten years from the date on which the information was disclosed.

Privacy Policy

GeoSolutions informs that, pursuant to the current Italian regulations, the personal data of the Client (including the data of the authorized users as well as those of its employees and associates) provided during the drafting of the contract (i.e. Company information, contact point, offered services) can be used for the following purpose:

1) Performance and management of the contract, legal obligations, protocol management, record keeping and accounting records, lists, demographic and vital statistics, accounting customers and / or suppliers.
2) Distribution and / or communication with the purpose of market research, commercial information or pointing the company itself as business reference. The Client agrees to allow GeoSolutions to include its name in the client's list. GeoSolutions also reserves the right to contact the client in order to supply business information and to use the Client's brand for commercial purposes (i.e. Company Profile, brochure, pamphlet, web site, bid documents and advertisings campaigns). The Client's name will be exclusively mentioned on the references, and will be never isolated or associated directly to the GeoSolutions' name. GeoSolutions also reserves the rights to issue a press release about the acquisition of the order and / or a brief description of the project in place; also to publishing articles in specialized magazines and general magazines, and / or a case history on the project. Nevertheless the client, previous a specific request, could ask to inspect the texts prepared by GeoSolutions. None of these documents could disclose any personal and reserved data of the Client.

The Client's consent to the processing of personal data is optional. The refuse of processing the personal data as detailed in point 1 will make it impossible to conclude the present agreement since it is strictly functional for the execution of the contract. Contrariwise, the refuse of processing the personal data as detailed in point 2 will not affect in any way the performance of the present agreement.

The Client, pursuant to art 7. Of DLGS 196/03, could exercise its rights about the treatment of his data. In particular, the Client can consult, modify or delete its personal data or oppose to their treatment.

The processing of personal data can be performed manually or through the use of automated systems strictly related to the purposes mentioned above. It will be done in compliance with the security and confidentiality rules, using measures that will prevent the risk of loss and / or destruction, unauthorized access or treatment not allowed. The personal data will be guarded in the registered office or in the secondary offices of GeoSolutions.

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The owner of the data is GeoSolutions (registered office: Via Carignoni 51, 55041 Camaiore LU, Italy). The names of the responsible and of the employees in charge are available at GeoSolutions' offices.

For the purposes described in the points 1 and 2, the data may be disclosed or communicated to:

- The entities that the laws give right to access to them
- The entities who need them to exploit formalities required by the law, Community legislation or by contractual relationships
- The GeoSolutions' employees, consultants, professionals, clients, suppliers, banks, insurance institutes and others societies of GeoSolutions' group.

By signing the agreement, the Client expressly agrees to the processing of its personal data for the purposes referred to the points 1) and 2).

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GeoSolutions' Administrative Information

Company Detail

GeoSolutions S.A.S. di Simone Giannecchini & C.
Via Carignoni 51
55041 Camaiore (LU), Italy
PIVA e CF 02036020465

Bank Account Coordinates

Bank Name:	Unicredit Banca di Roma
City:	Viareggio
IBAN:	IT 57 O 02008 24802 000040820805
SWIFT Code:	UNICRITM1G38
Account Owner:	GeoSolutions s.a.s. di Simone Giannecchini

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Acceptance

WHEREFORE, the parties have executed this Agreement:

(client name) _____

Signature: _____ Dated: _____

Print Name: _____

In their capacity as an Authorized Representative of **_____(client name).**

GeoSolutions S.A.S.

GeoSolutions S.A.S.
di Simone Giannecchini
Via Carignoni 51
55041 CAMAIORE (LU)
Italy
P. IVA 02036020465

Signature: __ Dated: 27/10/2016

Print Name: _SIMONE GIANNECCHINI__

In their capacity as an Authorized Representative of **GeoSolutions S.A.S.**

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