



Istituto Superiore di Sanità

SUBCONTRACT of Service Contract No 2011 61 02 EAHC/2011/Health/03 "European coding system for human tissues and cells"

This sub-contract is made and entered into force by and between:

The Istituto Superiore di Sanità ("ISS") established in Italy - Rome Viale Regina Elena, 299 00161 represented by its Financial Manager Dr. R.M. Martoccia

And

.....ICCBBA..... ("the sub-contractor") established in FAIRFAX COUNTY, VIRGINIA, USA, and operating from SAN BERNARDINO, CA 92423-1309, USA. Employer Tax Identification Number 56-1944131 represented by its Executive Director, Paul Ashford. Hereinafter designated collectively as Parties

Whereas

⇒ the contractor has signed with the EAHC a service contract No 2011 61 02 - EAHC/2011/Health/03 for the creation of reference compendia for application of a single European coding system for human tissues and cells" hereinafter referred to as the "EAHC Service Contract";

⇒ the contractor, in the EAHC Service Contract, has foreseen that some activities should be carried out by ICCBBA because this group have unique skills and experience, in order to perform the requested service;

⇒ the Parties consider the EAHC Service Contract mentioned above as forming an integral part of this Subcontract;

the Parties do hereby agree as follows:

Article 1

Under the terms of this subcontract, ISS entrusts the sub contractor, who accepts, to contribute to the achievement of the requirements of EAHC Service Contract together with the contractor. In particular, the sub contractor undertakes to perform the service requested with due diligence and it undertakes to forward to ISS within the time allowed the documents and deliverables provided in the of EAHC Service Contract. The subcontractor

undertakes to inform ISS of any modification regarding the organisation and performance of the task, such as a change in the structure or in the persons responsible for performing the latter.

Article 2

The parties to this Sub Contract shall be bound mutatis mutandis by the term and conditions of the EAHC Service Contract, which form part of this contract, but excluding provisions of the EAHC Service Contract that are particular to the Contractor alone.

Without prejudice to any other provision herein, the Sub Contractor shall provide the contractor with periodic and final reports in order to allow the Contractor to fulfil the obligations set in the article 1 of the EAHC Service Contract and as specified in Bid for tender of the EAHC Service Contract.

In particular, the Subcontractor undertake to accept the conditions under Articles II.13 and II.17 of the Special Conditions of EAHC Service Contract.

Article 3

In return for the performance by subcontractor, ISS shall pay a price, in accordance to the details specified in the Financial Offer of the EAHC Service Contract, equal of € 170.000,00. Payments to the Sub Contractor will be made by ISS, after the receipt of the respective financial contribution from the EAHC, which will be paid as stated on article I.4 of the Specific EAHC - Contract, as follows:

⇒ One interim payment of € 51.000,00, which represents 30% of the total price after 1 month from subcontract signature. The Sub Contractor shall send to the contractor on June 15th 2012 a technical report and/or deliverable(s) with the invoice indicating the performance due and the reference of the EAHC Service Contract;

⇒ a second interim payment of € 51.000,00, which represents 30% of the total price upon receipt of interim payment. The Sub Contractor shall send to the contractor on May 31st 2013 a technical report and/or deliverable(s) with the invoice indicating the performance due and the reference of the EAHC Service Contract;

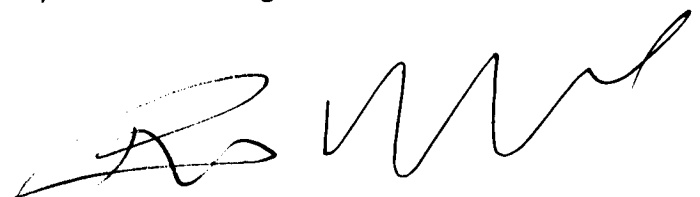
⇒ the balance of € 68.000 after acceptance by the EAHC of the final deliverables. The Sub Contractor shall send to the contractor on May 31st 2014 a technical report and/or deliverable(s) with the invoice indicating the performance due and the reference of the EAHC Service Contract;

For the above payments the Subcontractor will submit regular invoices making reference to the project and providing a detailed description of the tasks or supply concerned.

The amount will be expressed in EURO.

Payments shall be made to the subcontractor only at the following bank account:

Account Name: ICCBBA
Account Number 000683127591,

A handwritten signature in black ink, consisting of a series of loops and flourishes, located at the bottom right of the page.

Bank number 053000196,
Bank of America, Commercial Banking Dept, 3100 Tower Blvd, Suite 930, Durham, NC 27707, USA
SWIFT- BOFAUS3N

Any modification to the above bank account shall be made communicate at the Contractor address in writing.

Article 4

In respect of the Article II.8 of the EAHC Service Contract, the Sub Contractor recognises that all the industrial and/or intellectual property rights obtained in performance of this subcontract shall be owned solely by the European Union except where industrial or intellectual property rights exist prior to the contract being entered into.

The Subcontractor shall treat as confidential any information and data received by the contractor under this subcontract and shall not proceed to publication or communication in connection with the results of the works, without the prior written consent of the Contractor.

Article 6

In the event that the Subcontractor fails to meet his/her obligations under this contract resulting in the Contractor being unable to fulfil obligations to the EAHC as described in the contract, the Contractor reserves the right to suspend payment. The Contractor shall notify the Subcontractor and set out the reasons of the suspension of the payment by registered letter with acknowledgment of receipt or equivalent.

Article 7

The work to be performed under this Sub Contract shall be completed on the date of the approval by the Commission of the tasks to be performed by the Sub Contractor as defined in the EAHC Service Contract.

Article 8

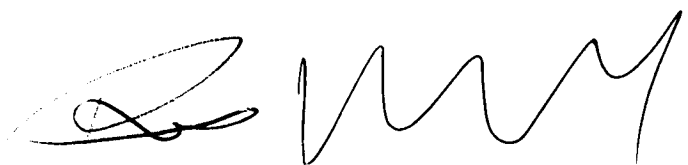
The sub contract shall be governed by the law of the Republic of Italy.
This agreement is draw in English and all documents shall be in English.

Article 9

This sub contract shall enter into force only after the last signature of the contracting parties until June 20th 2014.

Article 10

In case the Sub Contractor should request for modification of this Sub Contract and its Annex that would entail changes in EAHC Service Contract, such request will be presented to the Commission only by written request of the Contractor.



Annexes

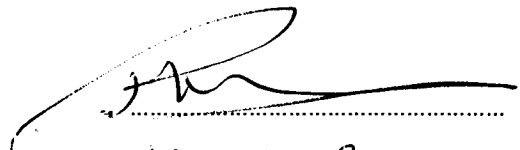
⇒ Service Contract 2011 61 02 - EAHC/2011/Health/03 and its Annexes;

Istituto Superiore di Sanità
Financial Manager
Dr. R.M. Martoccia

The SUBCONTRACTOR
Executive Director,
Paul Ashford



Date: 01.06.2012



Date: 12.06.2012