



Istituto Superiore di Sanità
Prot 19/09/2012-0033606



Class: RE.01.10

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Istituto Superiore di Sanità

PROGETTO "ESTHER ITALIA PROJECT"
TITLE OF THE AGREEMENT: "Esther Italy"
Agreement n. 3M41/2

BETWEEN

THE INSTITUTE OF ADVANCED HEALTH, with headquarters in Rome, hereinafter indicated as "IAH" (issuing agency), in the person of its legal representative, Dott. Rosa Maria Martocchia, indicated below,

AND

The **Mekelle University, College of Health Sciences**,- T Number 0016256904 hereinafter indicated as "Institution" (beneficiary Institution), in the person of its legal representative, Mr. Prof. Joachim Herzig, indicated below,

WHEREAS

- Within the context of the "*Esther Italy project*" approved by the CCM Commission of the Italian Ministry of health it was proposed to underwrite the agreement titled, "CASA Study"
- *The protocol herewith regulates the collaboration between IAH and the Institution as to the proper conduct of the project, and additionally as to rational and simplified procedure for the collection of scientific data and the disbursement of the contribution assigned said project,*

THE FOLLOWING IS AGREED AND STIPULATED

Article 1
(Preamble)

1. The above preliminary remarks are an integral part of the present agreement.

Article 2
(Objectives)



The present agreement regulates the entrusting and consignment by IAH of the research line called *Esther project*.

Dr. Raffaella Bucciardini is the scientific manager for IAH.

Mr. Kindeya G. Hiwot, PH.D., is the scientific manager for the "Institution".

The objectives of the agreement are detailed in the document A which is part of the present agreement.

Article 3 **(Direction and coordination)**

1. The parties may agree to variations in the activities that may become necessary for the optimal achievement of the objectives.
The aforementioned variations cannot affect or modify in any way the amount mentioned in article 4.
2. The IAH may at any time undertake verifications with the aim of ascertaining the state of advancement of the Institution's activities and their connection to carrying out the pre-established objectives.
3. The Institution, in the person of the scientific manager, will deliver to the project manager, at the end date of this agreement, a final report on the activities undertaken during the entire length of the research line and a financial report, signed by the legal representative.

Article 4 **(Financing the research)** **(MANAGEMENT OF THE FINANCING)**

The maximum contribution the IAH will recognize *in toto* to finance the activities relative to the present agreement is set for the duration of the present act in the amount of 8.710,00 and will be delivered upon stipulation of this agreement and formal request for payment;

- The contribution must be used exclusively for expenses incurred during the duration of the research project and for expenses strictly pertinent to the realization of research activities.
- In all cases, expenses not foreseen by the budget (document A), attached to the present agreement, may neither be undertaken nor, as a consequence, be recognized.
- It is allowed to pay permanent staff only if allowed by the Institution rules for personnel recruitment.
- The Institution must justify the overhead cost at the end of the projects with a declaration of the Institution Legal Representative.
- A sole variation on the budget, will be permitted. This may take place exclusively within the limits of the overall contribution as constituted by each single entry in the budget and must be signed by the scientific manager and by legal representation.
- The same must be formally authorized by IAH.
- At the expiration of the present act the Institution must present a financial report of all expenses incurred, accompanied by documentation, either in the original or exact copies of the same, relative to the expenses effectively incurred, in order of the individual expense entries, and corresponding to the budget as presented.



- The aforementioned financial report must be approved by the scientific manager and the Institution's legal representative, or by a delegate of the same (should the signature be delegated, a copy of the delegation decree must be attached.)

Article 5
(Ownership of the scientific results)

1. All Inventions and Study results developed under this Agreement shall be owned by Italian Ministry of Health.
2. The Institution can publish, present, or use any results arising out of this Study for their own instructional, research, or publication objectives, provided that such publication does not disclose any of IAH's Proprietary Information and after the authorization of Italian Ministry of Health

Article 6
(Unilateral withdrawal)

1. This agreement may be terminated by IAH or the Institution upon at least sixty (60) days prior written notice to the other party that references a material breach of any of the terms and conditions of this Agreement, which breach the other party fails to cure within sixty (60) days from notice thereof.
2. If the Institution do not realize the actives mentioned in the document A or do not present the scientific and financial report with all the documentation relative to the expenses effectively incurred, or any other financial documentation requested by the IAH must refund the IAH of the total amount of € 8.710,00.

Article 8
(Length of the agreement)

1. The present agreement will run from the date of **September 1, 2012** until **April 30, 2013**.

Article 9
(Disputes)

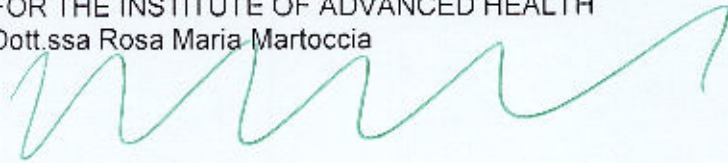
1. The parties shall attempt to resolve all disputes through informal means. This may include mediation, arbitration, or any other procedures upon which the parties agree. Each party agrees that, prior to resorting to litigation to resolve any dispute, it will confer with the other party to determine whether other procedures that are less expensive or less time consuming can be adopted to resolve the dispute, which may include the following. Any and all divergences in the interpretation or the execution of this agreement, if not resolved by the parties will be devolved to the judgment of a board of arbitration composed of three members chosen, one by each party, and the third, who will act as board president, nominated by common agreement by the two arbitrators. The board of arbitration will decide without formalities and arbitration itself will take place at IAH



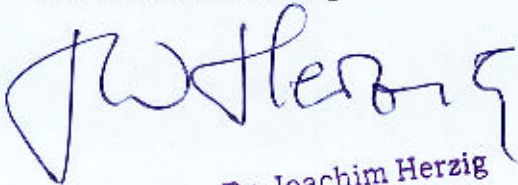
Article 10
(Use of other parties' names)

1. Neither IAH nor the Institution shall use directly or by implication the names of the other party, nor any of the other party's affiliates or contractors, nor any abbreviations thereof, or of any staff member, faculty member, student, or employee of the other party in connection with any products, publicity, promotion, financing, advertising, or other public disclosure without the prior written permission of the other party.

FOR THE INSTITUTE OF ADVANCED HEALTH
Dott.ssa Rosa Maria Martoccia



FOR The, Mekelle University, College of Health Sciences Tigray Ethiopia
Mr. Prof. Joachim Herzig



Professor Dr. Joachim Herzig
President





Istituto Superiore di Sanità

Amendment
"ESTHER ITALIA PROJECT"
TITLE OF THE AGREEMENT: "Esther Italy"
Agreement n. 3M41/2

BETWEEN

ISTITUTO SUPERIORE DI SANITÀ', with headquarters in Rome, hereinafter indicated as "ISS" (issuing agency), in the person of its legal representative, Dott. Rosa Maria Martocchia, indicated below,

AND

THE MEKELLE UNIVERSITY, COLLEGE OF HEALTH SCIENCES, - T Number 0016256904 hereinafter indicated as "Institution" (beneficiary Institution), in the person of its legal representative, Mr. Prof. Joachim Herzig, indicated below,

WHEREAS

Have agreed as follows

With regard to the contract no. **3M41/2** the ISS will pay a further amount of € 15.000,00 at the Mekelle University, College of Health Sciences to realize the activities anticipated in the Document A which is part of the present agreement.

Within 30 days after the end of the collaboration (31/12/2013), Mekelle University, College of Health Sciences will present a financial report for all expenses incurred, accompanied by documentation, either original or exact copies thereof, with respect to expenses actually incurred, in order of individual items of expenditure, and related to the budget as presented.

In all cases, expenses not foreseen by the budget (document A), attached to the present agreement, may neither be undertaken nor, as a consequence, be recognized.

The aforementioned financial report must be approved by the scientific manager and the Agency's legal representative, or by a delegate of the same (should the signature be delegated, a copy of the delegation decree must be attached).

If the **Mekelle University, College of Health Sciences** do not present the financial report with all the documentation relative to the expenses effectively incurred, the ISS will ask to refund the amount of € 15.000,00.

All the other rules of the agreement no. **3M41/2** are valid for the present amendment.

The undersigned agree to the foregoing:

FOR THE INSTITUTE OF ADVANCED HEALTH
Dott.ssa Rosa Maria Martocchia



FOR The, Mekelle University, College of Health Sciences Tigray Ethiopia
Mr. Prof. Joachim Herzig

Date

29-11-12



Professor Dr. Joachim Herzig
President

