

Agreement between
the Organisation of European Cancer Institutes
European Economic Interest Grouping (Brussels-Belgium)
and
the Istituto Superiore di Sanità (Rome-Italy)

the Organisation of European Cancer Institutes - European Economic Interest Grouping (Brussels) (hereinafter OECI-EEIG), located in Brussels at rue d'Egmont 11, legally represented by its President, Prof. Wim van Harten

and

the Istituto Superiore di Sanità (hereinafter ISS), located in Viale Regina Elena 299, 00161, Rome, legally represented by its President, Prof. Enrico Garaci

Whereas

- 1.** the OECI-EEIG's object is mainly: information, training, research, treatment, care, rehabilitation, drafting of guidelines, data storage and evaluation, cost-benefit, clinical and pre-clinical research, telemedicine and telematics, education, communication, accreditation, designation, translational research, epidemiology and the ethical and social aspects in the cancer area;
- 2.** the mission of the OECI-EEIG is to bring together cancer research and care institutions of the EU in order to create a critical mass of expertise and competence, with the view of building and maintaining a consensus on the best models of oncology, developing concrete affordable and realistic solutions to effectively combat cancer, and fostering the widest deployment of oncology models and solutions to improve the quality of life for the patients in the EU;
- 3.** in the framework of its objectives, the OECI-EEIG has developed a "European Accreditation and Designation Programme for Cancer Institutes" open to all the European Comprehensive Cancer Centres, Clinical Cancer Centres and Cancer Units;
- 4.** ISS has the objective to advance the fight against cancer and palliative care for all patients, including: initiating, stimulating and coordinating the development, implementation and evaluation of quality systems in respect of oncological and palliative care and to promote the expertise of the care providers, both in medical and non-medical disciplines and promoting additional education for doctors and other who are involved with the care for the patients;
- 5.** The ISS has been charged by the Italian Ministry for Health to coordinate a national supported project devoted to open the OECI-EEIG accreditation programme to the following 9 Italian Comprehensive Cancer Centres "CCCs" (cancer IRCCS recognized at national level):

Centro di Riferimento Oncologico - Istituto Nazionale Tumori, Aviano

Istituto Tumori Giovanni Paolo II, Bari

IRCCS Azienda Ospedaliera Universitaria San Martino- IST – Istituto Nazionale per la Ricerca sul Cancro

Istituto Europeo di Oncologia, Milano

Fondazione IRCCS Istituto Nazionale dei Tumori, Milano

Istituto Nazionale per lo Studio e la Cura dei Tumori Fondazione 'G.Pascale', Napoli

Istituto Regina Elena, Roma

Istituto Oncologico Veneto, Padova

Centro di Riferimento Oncologico della Basilicata, Rionero in Vulture

All of the above forming an integral part of the present contract, the parties agree to the following:

Art. 1

The ISS hereby entrusts to the OECI-EEIG, which accepts, the OECI-EEIG Accreditation and Designation Process in Italy, for the selected 9 CCCs and within the coordination of the OECI Accreditation and Designation Chairperson, Dr. Mahasti Saghatchian in collaboration with the Special Assistant to the OECI-EEIG President, dr. Claudio Lombardo.

Art.2

The ISS assigns the coordination of the relationship with the OECI-EEIG to dr. Filippo Belardelli Director of the Dept. of Haematology, Oncology and Molecular Biology at the ISS and to dr. Angelo Paradiso, Scientific Director of the Bari Cancer Institute "Giovanni Paolo II".

Art.3

The parties are fully familiar with the tasks that must be carried out and those tasks do not require any further description.

Art. 4

The OECI-EEIG and the ISS agree that the global contribution to be paid by each Italian CCC that will request to enter the OECI-EEIG accreditation system is reduced from the normal amount of 30.000 Euros to 22.500 Euros. For the 9 CCCs listed at Point 5, the ISS will provide a contribute corresponding to 15.000 Euros for each centre. The difference between the amount to be paid and the contribution provided by the ISS will be paid by the single CCC following a specific agreement between the center itself and the OECI-EEIG. In case other Italian CCCs will request to enter the OECI-EEIG accreditation system the 22.500 Euros of the participation fee will be totally paid by each center following a specific agreement with the OECI-EEIG.

Therefore, and in order to carry out the activities related to the Accreditation and designation programme for the 9 selected Italian CCCs, the OECI-EEIG will receive from the ISS a global contribution of 135.000 Euros. The payments to the OECI-EEIG will be made by ISS, after receipt the contribution from the Ministry of Health, as follows:

- ⇒ a pre-financing payment of 40% of the total amount within 45 days of the date when the last of the two parties signs the agreement;
- ⇒ an interim payment of 30% of the total amount after approval by the Ministry of Health of Italy the first progress report (due in August 2013);
- ⇒ a payment of the balance of 30% of the total amount after approval by the Ministry of Health of Italy the final technical report and financial statement with the details of the costs incurred with the financial contribution.

The contribution includes the organization of 1-2 training/preparatory courses to be held in Italy in 2012 and 2013. The local expenses related to the organization of such a courses will be charged to the ISS budget. The travels and stays expenses related to the participation of the OECI-EEIG trainers, will be supported by the OECI-EEIG accreditation and designation budget.

Art. 5

In carrying out the activities foreseen by this Contract, the OECI-EEIG staff in charge of the above mentioned activities will benefit from full insurance coverage guarantee by the CCCs.

Art 6

The OECI-EEIG officers while performing the activities set out in the present contract agree to keep all information received from the Italian CCCs strictly reserved and confidential.

Art.7

ISS will pay the agreed contribution following the timetable agreed at Art. 4.

Art. 8

Any change within the above mentioned Articles could cause the ceasing of the Contract with immediate effect and without requiring a notice of default. The Contract will cease immediately also in case that one of the Parties is declared bankrupt or liquidated as well as in case of a reconstruction or merging of companies.

Art. 9

This agreement will start on October 1st 2012, lasting three years. The ISS may terminate the agreement early, in full or in part. Should this occur, the ISS shall discuss the situation with the OECI-EEIG, at first.

Art. 10

This Contract will be subject to registration only in the event registration is expressly requested by one of the parties. In this case, registration expenses and procedures will be in charge of the requesting party.

Art. 11

All controversies regarding the interpretation and application of the provisions set out above which cannot be resolved amicably will be settled by a board of three arbitrators, two of which will be designated by the respective parties and one appointed by mutual agreement, or failing this, by the presiding judge of the Court of Brussels. Disputes that cannot be solved by means of mediation shall be decided upon by the Court of Brussels.

Read, approved and signed.

Done in Brussels on September 24th 2012

Istituto Superiore di Sanità
President
Prof. Enrico Garaci



Organisation of European Cancer Institutes
President
Prof. Wim van Harten

