



Istituto Superiore di Sanità

***SUBCONTRACT of Specific GRANT LIFE 2012 ENV/GR/001040***

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 VAT No 03657731000 represented by its Financial Manager Dr. R.M. Martoccia

And

Associazione nazionale per la lotta contro le Microcitemie in Italia ("ANMI") established in Italy- Roma Via Galla Placidia 28/30 00159 CF 02627010586 represented by its Legal Representative dr. Roberto Selci

Whereas

- ⇒ the contractor has signed with LIFE a specific GRANT No LIFE 2012 ENV/GR/001040 to carry out the project called "Cross- Mediterranean environment and health network"
- ⇒ the contractor in the Specific LIFE- Contract has foreseen a Subcontract to provide data regarding the children cohort to be studied as Italian national study;
- ⇒ the contractor wants to entrust the sub contract to the "ANMI" because appears the only one in the national territory capable of satisfying all requirements.
- ⇒ the Parties consider the Specific LIFE-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 Specific LIFE-CONTRACT together with the contractor.

The subcontractor undertake to accept the conditions under Articles 10, 11, 13, 19,20, 21 of the Common Provision of the LIFE CONTRACT.

In particular, the sub contractor undertakes to perform, with due diligence, the service as provided in the technical annex attached;

The subcontractor undertakes to forward to ISS within the time allowed the documents and deliverables provided in the Specific LIFE-CONTRACT. The subcontract 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.

Associazione Nazionale per la Lotta  
contro le Microcitemie in Italia  
O.N.L.U.S.  
Via Galla Placidia - 28/30  
00159 ROMA

## Article 2

The parties to this Sub Contract shall be bound mutatis mutandis, as far as relevant and applicable to a subcontract and not otherwise agreed in this Subcontract, by the term and conditions of the Specific LIFE-CONTRACT, which form part of this contract, but excluding provisions of the Specific LIFE-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 12 of the Common provision of Specific LIFE- CONTRACT.

In particular, the Subcontractor undertake to accept the conditions under Articles 27 and 28 of the Common Provisions.

## 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 Specific LIFE-Contract, equal of € 18.000.

Payments to the Sub Contractor will be made by ISS, after the receipt of the respective financial contribution from the LIFE, which will be paid as stated on article 27 of the Specific LIFE- Contract as follows and after receiving of regular invoice and the attestation, by the Scientific Supervisor dr. Gemma Calamandrei, of the regular execution of the activities:

⇒ € 3600 as pre-financing after the signature of this subcontract;

⇒ € 7400 after completion of providing anonymous data useful to define exposure to chemicals arising from environmental contamination or food consumption;

⇒ € 7000 after completion of hematology and hemoglobin analysis concerning the subjects enrolled in the study , resulting from the archives of the Center studies microcitemie Rome ANMI onlus.

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.

Under penalty of nullity of the contract both parties assume the obligations of traceability of financial flows in accordance with art. 3, of the Italian Legislative Decree no. 136/2010.

Transactions relating to the performance of this contract will be performed by dedicated bank account in accordance with article 3, the Italian Law 13 August 2010 no. 136.

Notice is hereby given, in addition, within the terms of Italian Legislative Decree no. 136/2010, as amended by Italian Decree Law no 187/2010 in relation to the activities of this Act, the following:

"CIG ": ZAE158658C

"CODICE UNICO DI PROGETTO - CUP ": I85C13000830005

The dedicate current account for the "ANMI": account no. 000401030179 opened at the Unicredit Bank - Viale Gorizia 21 Rome: IT 18 W 02008 05077 000401030179.

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

Associazione Nazionale per la Lotta  
contro le Microcitemie in Italia  
ONLUS  
con sede in  
Via Gailla Plecchi, 23/30  
00185 ROMA



#### Article 4

This Sub Contract is subject to ordinary VAT according to the D.P.R.633/1972 of the Italian Law.

#### Article 5

In respect of the Article 8 of the Common provisions, the Sub Contractor assigns to Contractor, exclusively, all the obtained in performance of this subcontract. Contractor shall only be granted ownership to the result of said industrial and/or intellectual property rights as well as the right of use after full payment of the agreed remuneration. Ownership and rights of use held by the Subcontractor may neither be mortgaged nor transferred as security.

The Subcontractor shall treat as confidential any information and data of a technical or commercial nature received by the contractor under this subcontract and declared to be confidential ("Confidential Information") and shall not proceed to publication or communication in connection with any such Confidential Information without the prior written consent of the Contractor for a period of five years after the termination of this Subcontract.

#### Article 6

The Subcontractor is responsible for all damages deriving to Contractor from implementation of the Subcontractor's activities under this Subcontract in accordance with the following conditions.

The Subcontractor shall be responsible for applying scientific care and for complying with accepted scientific standards but not for actually achieving the research and development goal.

The liability of the Subcontractor, its legal representatives and agents in the case of violation of obligations and tort shall be limited to intent and gross negligence. Only in case of violation of essential contractual obligations (cardinal obligations) the Subcontractor, its legal representatives and agents shall also be liable in case of slight negligence. In any case, liability shall be limited to the foreseeable, contractually typical damages.

Should the Subcontractor neither fulfil the performance as agreed upon nor do so at the time due nor in the manner agreed upon, then the Contractor may only demand compensation in lieu of performance if the Contractor has unsuccessfully set an appropriate deadline for the performance by the Subcontractor including the statement that it would otherwise reject acceptance of the performance after the passing of that deadline.

In particular the Subcontractor will be responsible in accordance with the above if, because of his/her conduct, obligation of Contractor towards the LIFE will not be abided by totally or partially, as described by the contract. 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 Specific LIFE-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.

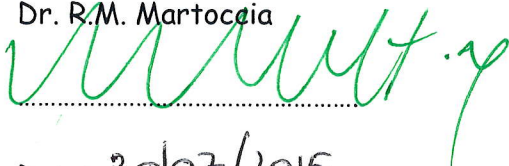
### Article 10

The Sub Contractor requests for modification of this Sub Contract and its Annex, will be present to the Commission only by written request of the Contractor.

### Annexes

⇒ Specific LIFE Contract and its Annex;

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

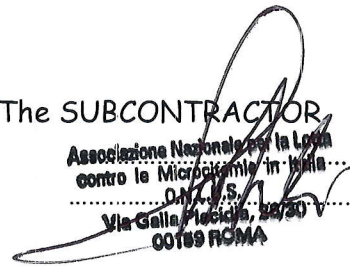


Date: 30/07/2015

The SUBCONTRACTOR

Associazione Nazionale per la Lotta  
contro le Microrganismi in Italia

Onlus  
Via Gallia Placida, 22/30  
00189 ROMA



Date: 31/07/2015