



Istituto Superiore di Sanità

***SUBCONTRACT of Specific GRANT AGREEMENT NUMBER 613799 WildTBVac***

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

Istituto Zooprofilattico Sperimentale della Sicilia "IZSS" established in Italy - Palermo Via G. Marinuzzi, 3 VAT No 00112740824 represented by extraordinary commissioner Dr. Salvatore Seminara hereinafter referred to as "subcontractor"

Whereas

- ⇒ within the Seventh Framework Research Programme, the Contractor has signed the specific GRANT AGREEMENT No 613799 to carry out the project called "Integrated solutions for tuberculosis control in animals combining vaccination and multi-species diagnostics" hereinafter referred to as the "Specific EC-Contract";
- ⇒ the contractor in the Specific EC- Contract has foreseen a Subcontract with the Istituto Zooprofilattico Sperimentale della Sicilia which under the supervision of Dr. Vincenzo Di Marco will provide veterinary assistance to select infected herds , to follow the animals throughout the observation period and the slaughterhouse at the end of the test.
- ⇒ the contractor wants to entrust the sub contract to the "IZSS" because appears the only one in the national territory capable of satisfying all requirements.
- ⇒ the Parties consider the Specific EC-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 EC-CONTRACT together with the contractor. The Subcontractor undertake to accept the conditions under Articles II.9, II.10, II.11, II.12, II.13 of the Annex II (General Conditions) of the EC-CONTRACT . In particular, the subcontractor undertakes to perform, with due diligence, the service as follows:

- **Activity 1: identification of pig farms infected with M.bovis. selection of animals and vaccination within 30/09/2015**

- **Activity 2 Identification of animals at slaughter house and post mortem analysis within 30/11/2015**

The subcontractor undertakes to forward to ISS within the time allowed the documents and deliverables provided in the Specific EC-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, as far as relevant and applicable to a subcontract and not otherwise agreed in this Subcontract, by the term and conditions of the Specific EC-CONTRACT, which form part of this contract, but excluding provisions of the Specific EC-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 I.6 of the Specific EC - CONTRACT and as specified in Annex I (a) of the Specific EC - CONTRACT.

In particular, the Subcontractor undertake to accept the conditions under Articles II.12 and II.16 of the General Conditions .

## **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 EC-Contract, equal of € 20.000

Payments to the Sub Contractor will be made by ISS, after the receipt of the respective financial contribution from the CE which will be paid as stated on article I.5 of the Specific EC- Contract: "Payment arrangements", as follows and after receiving of regular invoice and the attestation, by the Scientific Supervisor dr. Paolo Pasquali, of the regular execution of the activities:

⇒ € 15.000,00 at completion of the activity included in point 1 of article 1 of this Subcontract; the activities and relative invoice should be made on 30/09/2015;

⇒ Euro 5.000,00 at completion of the research activities foreseen in Annex I to the E.C.-Contract and after the declaration of approved activities by the Commission. The activities and relative invoice should be made before 30/11/2015.

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 ": Z4615DA33B

"CODICE UNICO DI PROGETTO - CUP ": I85G14000000005

The dedicate current account for the "IZSS": IT25Y0103004600000001916423 account opened at Banca Monte dei Paschi di Siena Piazza Aldo Moro, 5 90139 PALERMO.

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

#### **Article 4**

This Sub Contract is not subject to VAT according to the article 72 co.3, n.3 of D.P.R.633/1972 of the Italian Law because in execution of the CE agreement n. 2008 1312.

#### **Article 5**

In respect of the Article II.9, 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 EC 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 EC-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 EC Contract and its Annex;

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

The SUBCONTRACTOR  
Extraordinary Commissioner  
Dr. Salvatore Seminara

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Date: .....

Date: .....

FIRMATO DIGITALMENTE IL 7/10/2015