



*Istituto Superiore di Sanità*

**Agreement between**

The **Istituto Superiore di Sanità**, hereinafter referred to as "**ISS**", established in Italy - Viale Regina Elena, 299 – 00161 Rome, legal registration number 80211730587 represented for the signature of this agreement by its Financial Manager Dr. Rosa Maria Martocchia,

and

The **Mekelle University College of Health Sciences, Ayder referral Hospital**, hereinafter referred to as "**MU**", established in Kebele 03 woreda : semene , Mekelle, Tigray, Ethiopia – Tax Code: T Number 0016256904 – represented by its legal representative, Dott. Loko Abraham.

Whereas

⇒ ISS and the Italian Ministry of Foreign Affairs have signed, on June 19<sup>th</sup>, 2015, an Agreement to carry out the Project "**A training and operational research project to improve retention in care for people living with HIV, in Tigray, Ethiopia**", (hereinafter referred to us "The Project");

⇒ In the contest of the activities described in the Project, is foreseen the collaboration with the MU, as one of the two Local Partners, that will contribute to achieve the objectives of the 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 collaboration between the ISS and the MU, for achieving the objectives of the Project.

In particular, the MU will carry out the research activities described in the **Annex 1**, which form an integral part of this agreement.

Dr. Raffaella Bucciardini is the scientific manager for ISS;

Dr Loko Abraham is the scientific manager for the MU.

**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 ISS may, at any time, undertake verifications to ascertain the state of advancement of the MU's activities, and their connection to carrying out the pre-established objectives.

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

1. The maximum contribution the ISS will recognize to the MU, for the activities under the present agreement, during the whole duration of the project, is set in the amount of **€20.614,00**.
2. The above financial contribution will be paid, after receiving a regular request of payment, as follow:
  - 70%, equal to € 14.430,00, after the signature of the present agreement;
  - 30%, equal to € 6.184,00 on June 2016, after submission to ISS of an **intermediate financial report** of the expenditure incurred for the activities carried out up to that moment.
3. The Costs Statement must be accompanied by all the supporting documents of the expenses incurred, either in the original or exact copies of the same. All the supporting documents must be translated in English, and for each invoice, or payment receipts, must also be indicated the amount in Euros, using the exchange rate at the date when the financial contribution was provided to the MU.
4. The financial 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.
5. In all cases, expenses not foreseen by the budget, attached to the present agreement as **Annex 2**), may neither be undertaken nor, as a consequence, be recognized.
6. The MU must justify the "overhead costs", at the end of the projects, with a declaration of the Institution Legal Representative.
7. At the expiration of the present act, the MU must present a **final financial report** of all the expenses incurred, accompanied by all the supporting documents, either in the original or exact copies of the same, relative to the expenses effectively incurred, and corresponding to the budget herewith attached (**Annex 2**).
8. The aforementioned financial report must be approved by the scientific manager and must be signed by the MU'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**  
**(Force majeure)**

In the event that, for reasons of force majeure (impracticality of Ethiopian territory by war, terrorism, riots, closure of borders or similar), it is impossible to complete the project, the MU will submit the statement of the expenses incurred up to that moment, and return to the ISS the advanced payments eventually not used.

**Article 6**  
**(Unilateral withdrawal)**

1. This Agreement may be terminated at the request of either Party, on serious default by the counterparty.
2. In this case, the Party concerned, shall notify to the other, to fulfill his contractual obligations, requesting to provide its performance within maximum 30 days.
3. If the MU doesn't realize the actives mentioned in the Annex 1, or doesn't present the financial report, with all the necessary supporting documents, it will be required to return the sums already received
- 4.

**Article 7**  
**(Duration of the agreement)**

1. The effects of the present agreement will run from the date of the last signature of the Parties, and will be binding between themselves until the completion of the Project.
2. The Project duration is established in **12 months**; the Project's activities have been **started on September 16, 2015** and shall be completed by **September 15, 2016**.
3. The deadline may be extended, if necessary for the correct completion of the activities, by agreement between the Parties, and subject to approval by the Italian Ministry of Foreign Affairs. In any case, the extension may be requested only once, and for a period of not more than twelve months.

**Article 8**  
**(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 ISS.



**Article 9  
(Annexs)**

The following document are an integral part of the present agreement:

Annex 1: Research activities to be performed by the MU;

Annex 2: Budget

For Istituto Superiore di Sanità

Financial Manager

Dott.ssa Rosa Maria Martocchia

  
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Date:

14 OTT 2015

For Mekelle University College

Legal Representative

Dr. Loko Abraham.

.....

Date

Stamp of the Institution



Stamp of the Institution



## ANNEX 1

### Mekelle University

Funding provided to our Institution will be allocated to carry out the following activities:

A. Research activities

B. Training activities

#### **A. Research activities**

Regarding the research activity the financial support will be used to pay top-up of the health-workers involved in the project.

Specifically:

A) Data managers

The Mekelle University (MU), as essential support to the project will provide its skills and prestige in carrying on the study. The University will guarantee the availability of specialized health workers as well as a workspace dedicated to the study. The MU will be the location of the central database of the study, where collected data will be merged and stored. The data-managers (DMs) will have responsibility for managing the central database and will personally update the database with new data collected at health facilities (HFs). They will periodically visit the HFs for updated data collection. Data will be copied directly at each HF into common USB pen drives. The updated data will periodically be revised at MU, then automatically sent to ISS for additional quality control. The DMs will also have the task of monitoring the quality of data. DMs will have an essential role in ensuring the course of the study in accordance with the study-protocol. They will be in close contact with the case-managers at each HF to verify any aspect of the study that may require attention.

#### **B. Training activities**

Training activities will be addressed to data-managers to improve the management and control of epidemiological data. The project includes short training period in the international setting through participation in specific training courses for data management. The duration of the training session will be not exceed 2 weeks with maximum periodicity of once annually for at least three people.



ANNEX 2

CASA PROJECT  
BUDGET PLAN September, 16<sup>th</sup> 2015 – September 15<sup>th</sup> 2016  
MEKELLE UNIVERSITY

MU Members (Top-up)	One month/EURO	12 months/EURO
Health Informatics support (Teshome Abegaz)	370,00	4.440,00
Data Manager (Eskedar Tadesse)	200,00	2.400,00
Data Manager (Micheal Berhe)	200,00	2.400,00
Case manager	130,00	1.560,00
ART Nurse	200,00	2.400,00
<b>Subtotal</b>	<b>1.100,00 EURO</b>	<b>13.200,00 EURO</b>

Monitor visits expenses	Days in a month/EURO	Days in a year/EURO
Abroad monitor visit: Alamata Health Center Alamata Hospital Mehoni Health Center Machew Hospital	5 days in a month (22,00 euro: per diem in a month)	60 days in a year (2.640,00 euro: per diem in a year for 2 people)
<b>Subtotal</b>	<b>110,00 EURO</b>	<b>2.640,00 EURO</b>

Training expenses	12 months/EURO
Expenditure reserved for training in Italy: (flight Mekel e-Addis Abeba-Mekelle to get VISA; food and accommodation in Addis Abeba; insurance)	550,00 euro (1 person) 2.200,00 euro (4 people)
<b>Subtotal</b>	<b>2.200,00 EURO</b>

Project extra- expenses	12 months/EURO
Expenditure reserved for emergency visits or other purchases/activities	700,00
<b>Subtotal</b>	<b>700,00 EURO</b>

Financial and Administrative costs	12 months/EURO
Overhead: Mekelle University College of Health Sciences Ayder Referral Hospital for financial and Administrative cost	18.740,00 x 10%= 1.874,00
<b>Subtotal</b>	<b>1.874,00 EURO</b>

TOTAL BUDGET FOR 12 MONTHS: 20.614,00 EURO