



MINISTERO DELLA SALUTE

Istituto Superiore di Sanità
Centro Nazionale Trapianti

Prot. n. _____



WHO Collaborating Centre
On Vigilance and Surveillance for
Human Cells, Tissues and Organs

SUBCONTRACT of Specific GRANT CHAFEA No 676969 - 'Vigilance and Inspection for the Safety of Transfusion, Assisted Reproduction and Transplantation (VISTART)'

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

...ICCBBA... ("the sub-contractor") established in FAIRFAX COUNTY, VIRGINIA, USA, and operating from SAN BERNARDINO, CA 92423-1309, USA. Employer Tax Identification Number 56-1944131 represented by its Executive Director, Paul Ashford.

Hereinafter designated collectively as Parties

Whereas

- ⇒ the contractor has signed with the CHAFEA specific GRANT No 676969 to carry out the joint action called "VISTART" hereinafter referred to as the "Specific CHAFEA-Contract";
- ⇒ the contractor in the Specific CHAFEA - Contract has foreseen a Subcontract to provide expert input on tissue and cell coding issues;
- ⇒ the contractor wants to entrust the subcontract to the "ICCBBA" non profit organization, because it has unique skills and experience, in order to perform the requested service.
- ⇒ the Parties consider the Specific CHAFEA-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 CHAFEA-CONTRACT together with the contractor.

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www.trapianti.salute.gov.it

In particular, the sub contractor undertakes to perform, with due diligence, the service as follows:

⇒1) assist CNT in the preparation of e-learning/face-to-face training foreseen under the Technical Annex of VISTART JA - WP10, focused on the implementation of the Single European Code for tissues and cells;

⇒2) take part, along with CNT, in the professional society congresses EBMT, EATB, ESHRE held in 2016 and EEBA (2017) for the purpose of providing consultancy to tissue establishments and delivering a talk during a devoted workshop, organized by CNT;

⇒3) support CNT in the development of information material on implementation of the Single European Code for tissues and cells;

⇒4) assist CNT in two site visits, if ICCBBA specific expertise is asked for by requesting countries (as foreseen in WP10 activities, laid down under Annex 1 of VISTART Grant agreement).

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

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 CHAFEA-CONTRACT, which form part of this contract, but excluding provisions of the Specific CHAFEA-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 specified in Annex I (a) of the Specific CHAFEA-CONTRACT.

The Subcontractor undertakes to accept the conditions under Articles 10.1, 10.2, 3, 17, 18, 20, 21, 22, and 30 of the General Conditions of the Specific CHAFEA-CONTRACT .

Article 3

In return for the performance by subcontractor, ISS shall pay a price, in accordance to the details specified in the Financial Annex of the Specific CHAFEA-CONTRACT, equal of € 20.000,00.

Payments to the Sub Contractor will be made by ISS, after the receipt of the respective financial contribution from the CHAFEA, which will be paid as stated on article 4 and 5 of the Specific CHAFEA-CONTRACT: "Payment arrangements", as follows and after receiving of regular invoice and the attestation, by the Scientific Supervisor dr. Alessandro Nanni Costa, of the regular execution of the activities:

⇒ € 5.000,00 as pre-financing after the signature of this subcontract;

⇒ € 10.000,00 to the delivery of the results of the activities referred to in paragraphs 1 and 2 of the article 1 be made no later than six months after the signature of the sub contract.

⇒ € 5.000,00 at the conclusion of the activities referred to in paragraph 3 of the article 1 be made no later than 24 months after the signature of the subcontract.

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. The amount will be expressed in EURO.

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:

Account Name: ICCBBA

Account Number 000683127591,

Bank number 053000196,

Bank of America, Commercial Banking Dept, 3100 Tower Blvd, Suite 930, Durham, NC 27707, USA

SWIFT- BOFAUS3N

SMART CIG :X35176ADDB

CUP:I85I15001670005

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

The Subcontractor retains the industrial and intellectual property rights obtained in performing this work. The Subcontractor grants the Contractor rights to use the works resulting from this contract and to further grant the Agency and the Commission the right to use the results as required in Article 19.2 of the Specific CHAFEA-CONTRACT.

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

In the event that the Subcontractor fails to meet his/her obligations under this contract resulting in the Contractor being unable to fulfil obligations towards the CHAFEA as described in the Specific

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CHAFEA-CONTRACT, the Contractor reserves the right to suspend payment. 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 CHAFEA-CONTRACT.

Article 8

The sub contract shall be governed by the law of the Republic of Italy.
This agreement is drawn 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

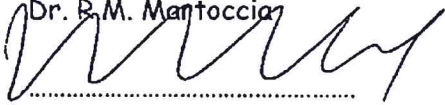
The Sub Contractor requests for modification of this Sub Contract and its Annex, will be present to the Commission only by written request of the Contractor.

Annexes

⇒ Specific CHAFEA Contract ; and its Annex;

Istituto Superiore di Sanità
Financial Manager

Dr. B.M. Mantocchia



Date: 25/02/2016

The SUBCONTRACTOR

ICCBB A

PAUL ASHFORD, EXECUTIVE DIRECTOR



Date: 14 MAR 2016