



## *Istituto Superiore di Sanità*

### ***SUBCONTRACT of Specific GRANT No 664691 - "bridging information and data generation for evidence based health policy and research " BRIDGE Health***

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

Zadig S.r.l. ("ZADIG") VAT No.10983300152 (legal residence Milan Via Ampere 59) qualified office of Rome Piazza Antonio Mancini represented by its Financial Manager Dr. Eva Benelli

Hereinafter designated collectively as Parties

Whereas

- ⇒ the contractor has signed with the EU Commission specific GRANT No 664691 to carry out the joint action called "***BRIDGE Health***" hereinafter referred to as the "Specific EC-Contract";
- ⇒ the contractor in the Specific EC - Contract has foreseen a Subcontract to provide a dedicated community based on a web site platform.
- ⇒ the contractor wants to entrust the subcontract to the "ZADIG", because after proper market survey, it has skills and experience, in order to perform the requested service at the best price;
- ⇒ 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.

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

- ⇒1) designing and proposal of a community of practice dedicated to the activities of the Wp-8;
- ⇒2) creation of the wp-8 community of practice based on an open source software;
- ⇒3) creation, management, and updating of a platform tutor to manage the site and improve functions;
- ⇒4) creation of a specific page in the web site of the Progetto Cuore dedicated to the Bridge health project;
- ⇒5) management and updating of the Wp-8 community of practice and the Bridge -health project page in the CUORE website.

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 terms 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 EC-CONTRACT.

The Subcontractor undertakes to accept the conditions under Articles 3, 10.1, 10.2, 17, 18, 20, 21, 22, and 30 of the General Conditions of the Specific EC-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 EC-CONTRACT, equal of € 24.800,00. Payments to the Sub Contractor will be made by ISS, after the receipt of the respective financial contribution from the EC, which will be paid as stated on article 4 and 5 of the Specific EC-CONTRACT: "Payment arrangements", as follows and after receiving of regular invoice and the attestation, by the Scientific Supervisor dr. Simona Giampaoli, of the regular execution of the activities:

- ⇒ € 2.000,00 as pre-financing after the signature of this subcontract;
- ⇒ € 7.800,00 to the delivery of the results of the activities referred to in paragraphs 1, 2 and 3 of the article 1 be made no later than six months after the signature of the sub contract.
- ⇒ € 15.000 at the conclusion of the activities referred to in paragraph 4 and 5 of the article 1 be made no later than 12 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.

Invoices must be sent only via the Interchange System (SDI) managed by the Ministry of Economy and Finance , in accordance with Ministerial Decree 3 April 2013 n . 55.

The data necessary for sending the electronic invoice are as follows :

**CODICE UNIVOCO UFFICIO (CUU): INBF9W**

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:

**SMART CIG :ZC818DECB9**

**CUP:I85I15000930006**

The dedicate current account for the ZADIG S.r.l.: IBAN: IT12R103003257000000031178  
ROME MONTE DEI PASCHI DI SIENA AG. N. 57 Via Ravenna 57

Any modification to the above bank account shall be communicated 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 19, the Sub Contractor assigns to Contractor, exclusively, all the results 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

**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 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 EC Contract ; and its Annex;

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

.....

The SUBCONTRACTOR  
ZADIG S.r.l  
Dr. Eva Benelli

.....

Date: .....

Date: .....

