



## *Istituto Superiore di Sanità*

### ***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

FH Campus Wien Academy GmbH ("the sub-contractor") established in Austria, 1100 Vienna, Favoritenstrasse 226, VAT Number ATU65870248, represented by its authorized representative.

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 achieve quality and safety standardization of the inspection, authorization and vigilance systems adopted by EU Member States, methodological support for the implementation of both face-to-face and e-learning training courses addressed to European inspectors is necessary. ;
- ⇒ the contractor wants to entrust the subcontract to the "University of Applied Science of Vienna", 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.

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

- ⇒ 1) provision of the on-line platform;
- ⇒ 2) course environment to be setup one month before the start of the e-learning part of the course;
- ⇒ 3) adaptation to specific needs to be communicated one month before the start of the e-learning part of the course;
- ⇒ 4) creation of user accounts to be made one month and one week before the start of the e-learning part of the course for trainers and participants, respectively;
- ⇒ 5) system maintenance according to standard procedures and requirements;
- ⇒ 6) train-the-trainer on platform usage;
- ⇒ 7) upload of the self-assessment questionnaire for participants one month before the start of the e-learning part of the course ;
- ⇒ 8) implementation of training materials/contents to be provided one month before the start of the e-learning part of the course ;;
- ⇒ 9) support for the participants of the on-line training;
- ⇒ 10) upload of the final questionnaire for participants;
- ⇒ 11) storage of training contents for documentation;
- ⇒ 12) preparation of course contents for long-time availability in case of national/regional follow-up training courses. Courses once completed can be kept online for two years. During this time they will be accessible for course participants and trainers and updatable. At any time trainers are allowed to make a backup of the complete course data, including all materials and activities of all users (i.e. postings in forums, results of tests, assignments handed in etc.). This backup can be downloaded and stored locally. The backup-file can be restored in any current Moodle.

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.

With respect to the use of the e-learning platform within VISTART the parties agree as follows:

ISS acknowledges that the use of the e-learning platform of the subcontractor is governed by Terms of Use. Thus, the Parties agree, that all users of the e-learning platform have to observe the provisions of these Terms of Use, the e-learning-platform may only be used after acceptance of the Terms of Use. The users accept the Terms of Use when they gain access to the online platform.

ISS has to ensure that documents uploaded in the e-learning platform do not infringe rights of third parties, and especially Intellectual Property Rights.

The subcontractor cannot guarantee the uninterrupted or error-free functioning of the e-learning platform and shall not be liable for the security of the data.



Equally, the e-learning platform is used at one's own risk, the subcontractor is not liable for any consequential damage due to the inappropriate use of the e-learning platform or caused by the users.

## **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 set in the article 6 of the Specific CHAFEA CONTRACT.

The Subcontractor undertakes to accept the conditions under Articles 10.1, 10.2, 13, 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 € 5.000,00.

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. Giancarlo Maria Liunbruno, of the regular execution of the activities:

- ⇒ € 1.000,00 as pre-financing after the signature of this subcontract;
- ⇒ € 2.000,00 within 90 days from the signing of the subcontract;
- ⇒ € 2.000,00 to the delivery of the results of the activities referred to in paragraphs 3 of the article 1 be made no later than July 31st, 2018.

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.

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" (CONTRACT CODE IDENTIFICATION): ZC01B74A92

"CODICE UNICO DI PROGETTO - CUP " (UNIQUE CODE OF PROJECT): I85I15001670005

The dedicate current account IBAN AT02 1200 0504 8088 0205

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 19, 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.

Though, the subcontractor may refer to VISTART and the project partnership in its public relations activities and in reference lists.

#### **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.

As far as liability is not expressly excluded elsewhere in this Sub Contract 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. Irrespective of the legal ground, the subcontractor's total liability shall be limited to the amount already paid by the ISS according to the financing arrangements specified on article 3 of this subcontract.

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 CHAFEA 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 CHAFEA-CONTRACT.

**Article 8**

The subcontract 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. R.M. Martoccia

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Date: .....

The SUBCONTRACTOR

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Date: .....