



ISTITUTO ZOOPROFILATTICO SPERIMENTALE DELLE VENEZIE

LEGNARO (PD)

DELIBERAZIONE

DEL DIRETTORE GENERALE

N. 114 del 19/03/2020

OGGETTO: Approvazione dello schema di "Master Services Agreement" tra l'Istituto Zooprofilattico Sperimentale delle Venezie e Laboratorios Sanfer S.A. de C.V.

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OGGETTO: Approvazione dello schema di ``Master Services Agreement`` tra l'Istituto Zooprofilattico Sperimentale delle Venezie e Laboratorios Sanfer S.A. de C.V.

Si sottopone al Direttore generale f.f. la seguente relazione del Responsabile della Struttura Servizio Affari Generali, Anticorruzione e Trasparenza.

Si premette che:

- l'articolo 1, comma 6, del Decreto Legislativo n. 270/1993, confermato all'art. 9, comma 2, del Decreto Legislativo n. 106/2012, consente agli Istituti Zooprofilattici Sperimentali di *“[...] stipulare convenzioni o contratti di consulenza per la fornitura di servizi e per l'erogazione di prestazioni ad enti, associazioni, organizzazioni pubbliche e private, sulla base di disposizioni regionali, fatte salve le competenze delle unità sanitarie locali”*;
- l'articolo 5, comma 1 – rubricato *“Attività verso terzi”* – dell'Accordo per la gestione dell'Istituto Zooprofilattico Sperimentale delle Venezie approvato dalla Regione del Veneto, dalla Regione Autonoma Friuli Venezia Giulia e dalle Province Autonome di Trento e Bolzano, rispettivamente, con Leggi n. 5/2015, n. 9/2015, n. 5/2015 e n. 5/2015, prevede, del pari, che *“Fermo restando l'assolvimento dei propri compiti istituzionali, l'istituto può fornire prestazioni a terzi a titolo oneroso, stipulando convenzioni o contratti di consulenza per la fornitura di servizi e per l'erogazione di prestazioni a enti, associazioni, organizzazioni pubbliche e private sulla base di disposizioni regionali, fatte salve le competenze delle aziende unità sanitarie locali. (...)”*;
- con riferimento a tali disposizioni, l'art. 5, comma 1, dello Statuto dell'Istituto – adottato con DCA n. 16 del 3.8.2015 e approvato con DGRV n. 1320 del 9.10.2015 – prevede che l'Istituto *“può fornire prestazioni a terzi a titolo oneroso, stipulando convenzioni o contratti di consulenza per la fornitura di servizi e per l'erogazione di prestazioni a soggetti privati, ad imprese, enti, associazioni, organizzazioni pubbliche e private sulla base di disposizioni degli enti cogeneranti [...]”*; il comma 2 del citato art. 5, stabilisce che

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“Nelle more delle disposizioni di cui al punto precedente, l’Istituto continua ad applicare le modalità in atto”;

- l’art. 6, comma 2, lett. e) del D. Lgs. n. 270/1993, confermato all’art. 3, comma 2, lett. e) della Legge della Regione del Veneto n. 5 del 18.3.2015, prevede che il finanziamento degli Istituti Zooprofilattici Sperimentali sia, inoltre, assicurato *“dagli introiti per la fornitura di servizi e per l’erogazione di prestazioni a pagamento”;*
- i vigenti documenti di programmazione di IZSVe prevedono – tra gli indirizzi approvati – la promozione e l’incentivazione di attività progettuali finanziate da soggetti terzi ad integrazione del finanziamento istituzionale.

L’azienda Laboratorios Sanfer S.A. de C.V., azienda farmaceutica messicana con sede in Ciudad de México, Messico, ha richiesto con nota a acquisita al ns. prot. n. 1094/2020, l’instaurazione di un accordo c.d. *“Master Services Agreement”*, per la fornitura di servizi relativi a test biologici per lo studio dell’influenza aviaria.

Con *ticket* intranet n. 140527/2020 il Dott. Calogero Terregino, Direttore della *“SCS5 – Ricerca e innovazione”* e Direttore *ad interim* della *“SCS6 – Virologia speciale e sperimentazione”*, ha richiesto a questa Struttura di procedere con l’*iter* amministrativo per la stipula dell’accordo con l’azienda Laboratorios Sanfer S.A. de C.V.

Al fine di formalizzare il rapporto, l’IZSVe e Laboratorios Sanfer hanno concordato lo schema di accordo denominato *“Master Services Agreement”* documento che, unitamente agli allegati n. 1 *“schema di “sub-services agreement”*, n. 2 *“breve descrizione delle attività richieste”* e n. 3 *“compliance certification”*, si allega al presente provvedimento quale parte integrante e sostanziale (*allegato n. 1*); in base all’art. 1.1 del suddetto documento, durante la vigenza contrattuale l’azienda Laboratorios Sanfer S.A. de C.V. potrà richiedere all’IZSVe di volta in volta determinati servizi per i quali verranno stipulati specifici *“Sub-Service Agreements”*, all’interno dei quali saranno dettagliate le tipologie di servizio richieste ed i relativi aspetti economici, nel rispetto dei termini e delle condizioni previste nel *“Master Services Agreement”* de in conformità al modello di sub contratto *Appendix I*.

Tale Accordo non comporta oneri economici a carico delle parti.

Tutto ciò premesso, sulla base degli elementi riportati dal referente dell’istruttoria, si propone al Direttore generale f.f. quanto segue:

1. di approvare lo schema di *“Master Services Agreement”* tra l’azienda Laboratorios Sanfer, S.A. de C.V. con sede in Ciudad de México, Messico, rappresentata dalla Dott.ssa Gabriela Espinosa Lopez, e l’IZSVe, nella persona del Direttore generale f.f. e legale rappresentante *pro tempore*, Dott.ssa Antonia Ricci, per la fornitura di servizi relativi a test biologici per lo studio dell’influenza aviaria, documento che, unitamente agli allegati n. 1 schema di *“sub-services agreement”*, n.2 *“breve descrizione delle attività richieste”* e n. 3 *“compliance certification”*, viene allegato al presente provvedimento quale parte integrante e sostanziale (*allegato n. 1*);
2. di procedere, per l’effetto, alla sottoscrizione del contratto di cui al punto che precede, ai sensi degli artt. 15 e 16 del vigente Accordo interregionale sulla gestione dell’Istituto Zooprofilattico Sperimentale delle Venezie;
3. di dare atto che l’accordo costituirà base per i successivi *“Sub-Service Agreements”* che definiranno nello specifico e caso per caso, le attività richieste

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da Laboratorios Sanfer S.A. de C.V. e gli aspetti economici, nel rispetto dei termini e delle condizioni previste nel “*Master Services Agreement*” e in conformità al modello di sub contratto *Appendix I*;

4. di prendere atto che il suddetto Accordo non prevede oneri economici a carico delle parti.

IL DIRETTORE GENERALE F.F.

ESAMINATA la proposta di deliberazione del Responsabile della Struttura Servizio Affari Generali, Anticorruzione e Trasparenza che attesta la regolarità della stessa in ordine ai contenuti sostanziali, formali e di legittimità dell’atto, attestazione allegata al presente provvedimento.

VISTA l’attestazione di copertura della spesa, ove prevista, allegata al presente provvedimento.

VISTA la DDG n. 164 del 27 marzo 2018 con la quale la dott.ssa Antonia Ricci è stata nominata Direttore sanitario dell’Istituto.

VISTA la DDG n. 166 del 11 aprile 2019 avente ad oggetto “*Applicazione dell’art. 3, comma 6, del D.Lgs. 502/1992 e s.m.i. e dell’art. 16, comma 5, dell’Accordo per la gestione dell’Istituto tra la Regione Veneto, la Regione Autonoma Friuli-Venezia Giulia, la Provincia Autonoma di Bolzano e la Provincia Autonoma di Trento, approvato con atto normativo degli Enti cogenerenti. Presa d’atto*” con la quale si prende atto che, a decorrere dal 13 aprile 2019, le funzioni di Direttore generale sono svolte dal Direttore sanitario ai sensi delle sopracitate disposizioni.

VISTA la DDG n. 332 del 22 luglio 2016 con la quale il Dott. Luigi Antoniol è stato nominato Direttore amministrativo dell’Istituto.

ACQUISITO il parere favorevole del Direttore amministrativo per quanto di competenza, espresso ai sensi dell’art. 15, comma 3, dello Statuto dell’Istituto, adottato con DCA n. 16 del 3 agosto 2015 e approvato con DGRV n. 1320 del 9 ottobre 2015.

VISTO l’art. 15 del D.Lgs. n. 106 del 28 giugno 2012 il quale, al primo comma, dispone che “... *Gli organi degli Istituti in carica alla data di entrata in vigore del presente decreto sono prorogati sino all’insediamento dei nuovi organi*”.

VISTO l’Accordo per la gestione dell’Istituto Zooprofilattico Sperimentale delle Venezie tra la Regione del Veneto, la Regione Autonoma Friuli Venezia Giulia e le Province Autonome di Trento e Bolzano, approvato dai suddetti Enti, rispettivamente, con leggi n. 5/2015, n. 9/2015, n. 5/2015 e n. 5/2015.

DELIBERA

1. di approvare lo schema di “*Master Services Agreement*” tra l’azienda Laboratorios Sanfer, S.A. de C.V. con sede in Ciudad de México, Messico, rappresentata dalla Dott.ssa Gabriela Espinosa Lopez, e l’IZSve, nella persona

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del Direttore generale f.f. e legale rappresentante *pro tempore*, Dott.ssa Antonia Ricci, per la fornitura di servizi relativi a test biologici per lo studio dell'influenza aviaria, documento che, unitamente agli allegati n. 1 schema di “*sub-services agreement*”, n.2 “*breve descrizione delle attività richieste*” e n. 3 “*compliance certification*”, viene allegato al presente provvedimento quale parte integrante e sostanziale (*allegato n. 1*);

2. di procedere, per l'effetto, alla sottoscrizione del contratto di cui al punto che precede, ai sensi degli artt. 15 e 16 del vigente Accordo interregionale sulla gestione dell'Istituto Zooprofilattico Sperimentale delle Venezie;
3. di dare atto che l'accordo costituirà base per i successivi “*Sub-Service Agreements*” che definiranno nello specifico e caso per caso, le attività richieste da Laboratorios Sanfer S.A. de C.V. e gli aspetti economici, nel rispetto dei termini e delle condizioni previste nel “*Master Services Agreement*” e in conformità al modello di sub contratto *Appendix I*;
4. di prendere atto che il suddetto Accordo non prevede oneri economici a carico delle parti.

Il presente provvedimento non è soggetto al controllo previsto dall'Accordo per la gestione dell'Istituto Zooprofilattico Sperimentale delle Venezie approvato dagli Enti cogenerenti con le leggi regionali e provinciali citate nelle premesse.

IL DIRETTORE GENERALE F.F.
Dott.ssa Antonia Ricci

Sul presente atto deliberativo ha espresso parere favorevole

Il Direttore amministrativo
dott. Luigi Antoniol

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ATTESTAZIONI ALLEGATE ALLA DELIBERAZIONE DEL DIRETTORE GENERALE

Il Responsabile della Struttura proponente attesta la regolarità della proposta di deliberazione, presentata per l'adozione, in ordine ai contenuti sostanziali, formali e di legittimità dell'atto e che la stessa:

- | | | | | |
|--------------------|-------------------------------------|----|-----------------------------|--------------------------|
| Comporta spesa | <input type="checkbox"/> | su | Finanziamento istituzionale | <input type="checkbox"/> |
| | | | Finanziamento vincolato | <input type="checkbox"/> |
| | | | Altri finanziamenti | <input type="checkbox"/> |
| Non comporta spesa | <input checked="" type="checkbox"/> | | | |

ATTESTAZIONE DI COPERTURA ECONOMICA DELLA SPESA

Il Responsabile del Budget attesta l'avvenuto controllo sulla disponibilità di budget

Evidenziato infine che il responsabile della Struttura proponente, con la sottoscrizione della proposta di cui al presente atto, dichiara, sotto la propria responsabilità ed ai sensi e agli effetti degli artt. 47 e 76 del DPR 28 dicembre 2000, n. 445, che, in relazione alla presente procedura, non si trova in condizioni di incompatibilità di cui all'art. 35 bis del d.lgs. n. 165/2001, né sussistono conflitti di interesse di cui all'art. 6 bis della legge n. 241/1990 e agli artt. 6, 7 e 14 del DPR n. 62/2013.

Dott.ssa Giulia Ferriani

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ISTITUTO ZOOPROFILATTICO SPERIMENTALE DELLE VENEZIE

Viale dell'Università 10 – 35020 LEGNARO (PD)

DELIBERAZIONE DEL DIRETTORE GENERALE

N. 114 del 19/03/2020

OGGETTO: Approvazione dello schema di ``Master Services Agreement`` tra l'Istituto Zooprofilattico Sperimentale delle Venezie e Laboratorios Sanfer S.A. de C.V.

Publicata dal 20/03/2020 al 04/04/2020

Atto immediatamente esecutivo

Il Responsabile della Pubblicazione
Fagan Valeria

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Elenco firmatari

Questo documento è stato firmato da:

Dott.ssa Giulia Ferriani - Servizio Affari generali, anticorruzione e trasparenza

dott. Luigi Antoniol - Direzione Amministrativa

Dott.ssa Antonia Ricci - Direzione Generale

Fagan Valeria - - Gestione Atti

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MASTER SERVICES AGREEMENT

(the “Agreement”)

entered into by and between

Istituto Zooprofilattico Sperimentale delle Venezie

Viale dell’Università 10

35020 Legnaro (Padua)

Italy

VAT-ID No.: 00206200289

(hereinafter referred to as “Provider”)

and

Laboratorios Sanfer, S.A. de C.V.

(hereinafter referred to as the “Company“, each of which is hereinafter referred to as “The Party” and/or collectively referred as the “Parties”)

WHEREAS the Company is a Mexican entity, duly incorporated and existing under the Mexican laws, and wishes to procure certain services from Provider regarding biological testing.

WHEREAS Provider is an Italian entity, duly incorporated and existing under Italian law, has knowledge and experience in the performance of such services and has represented that it is willing and able to perform these services under the terms and conditions as set forth below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Purpose of the Agreement

- 1.1 During the term of this Agreement, the Company may request and Provider shall perform certain work in the field of biological testing (the “Service(s)”) under the terms and conditions of this Agreement.
- 1.2 The Parties agree on the following procedure for requesting the Services:
As per request of the Company to perform a Service to be detailed on a case-by-case basis, the Provider shall submit a written service estimate with the description of the requested Services to the Company (“Service Estimate”). Such Service Estimate shall describe in detail the work-package, timelines, deliverables, costs and payment schedule and a coordinating person appointed by Provider. If the Company agrees with such Service Estimate then the Company will issue a Sub-Service Agreement in accordance with the template in Appendix I for signature by both Parties. **More than one Sub-Service Agreement may be included under the terms and conditions of this Agreement, each subsequent to the preceding Sub-Service Agreement and subject to the achieved results, thus requested to continue the services.**
- 1.3 No obligations for the rendering of Services or costs shall be incurred by either Party hereto unless and until a Sub-Service Agreement has been signed by both Parties in accordance with this Agreement. All Sub-Service Agreements shall reference and be subject to the terms and conditions set forth in this Agreement unless expressly stated otherwise in the respective Sub-Service Agreement by reference to the respective Section in this Agreement and agreed upon the Parties in writing prior to its execution.
- 1.4 All Services shall begin immediately after execution of the respective Sub-Service Agreement and shall be finalised upon receipt and written approval of the deliverables set forth in the respective Sub-Service Agreement by the Company pursuant to Section 2.2 below.
- 1.5 Any changes of the Services under a Sub-Service Agreement shall only be made with the prior written consent of the Company. For changes with a likely effect on either costs, quality or timelines for the rendering of the Services, the use of a Change Order Form (Appendix II) is mandatory. Such form shall be sent by Provider to the Company and if the same is accepted by the Company, it shall sign it and return it to the Provider for the changes to become effective
- 1.6 Notwithstanding the provisions in Section 1.5, Provider shall immediately inform the Company with regard to expected changes regarding the rendering of the Services.
- 1.7 Provider may not sub-contract or assign its obligations under this Agreement without the prior written consent of the Company.

- 1.8 Provider shall also perform the Services in benefit of an Affiliate of the Company pursuant to this Agreement, provided that such Affiliate issues a Sub-Service Agreement (as defined in Section 1.2) for Services making reference to this Agreement and agreeing to be bound by the terms of this Agreement. The term "Affiliate" shall mean any company or business entity which controls, is controlled by, or is under common control with the Company. For purposes of this definition, "control" shall mean the possession, directly or indirectly or the power to direct or cause the direction of the management and policies of an entity (other than a natural person), whether through the majority ownership of voting capital stock, by contract or otherwise.
- 1.9 In case of a Sub-Service Agreement executed between an Affiliate and Provider, notwithstanding what is provided in Section 8 of this Agreement, any rights and obligations resulting from such Sub-Service Agreement and this Agreement shall exist between the Provider and the respective Affiliate only.

2. Representations and Warranties.

- 2.1 General Representations – Each Party represents and warrants that it is a duly organized entity in good standing and has power and authority to perform its obligations under this Agreement, and that this Agreement does not conflict with or violate any agreement with a third party and that in the conduct of its business and performance of its obligations hereunder, the Company and IZSve represent that they will observe and comply with all applicable laws, rules and regulations. Each Party hereby further represents that, as of the date of execution of this Agreement, the rights granted to the other hereunder do not conflict with the rights of any third party under any agreement with the Party making the representation or any of its Affiliates.
- 2.2 Except as otherwise explicitly set forth herein, each party expressly disclaims to the other party any express or implied warranty related to: (1) the performance or non-performance of this agreement; (2) the implied warranties of merchantability and fitness for a particular purpose; (3) any implied warranty arising out of a course of dealing, custom or usage of trade; (4) any representation or warranty of non-infringement of third party intellectual property rights; or (5) any other matter or subject arising out of this agreement.

3. Obligations of Provider

- 3.1 Provider shall keep the Company informed of the progress of the work under a Sub-Service Agreement(s) on a regular basis as agreed upon in the Sub-Service Agreement.
- 3.2 Provider shall provide the Company with the complete and detailed deliverables and a final report (“Report”) agreed upon in the respective Sub-Service Agreement for the Company’s review and approval. Upon written request from the Company, Provider shall make any reasonable modifications in such deliverables within ten (10) business days after receipt of the Company’s written request.
- 3.3 Provider represents and warrants that:
- (i) it will use its commercially reasonable best efforts to carry out the Services within the times agreed upon and set forth in the Sub-Service Agreement and

with all reasonable care and skill in accordance with all applicable laws and all provisions of this Agreement;

- (ii) it shall devote the efforts of suitably qualified and trained employees capable of carrying out the Services in a professional manner and complying with work safety regulations and shall provide all necessary facilities therefor;
- (iii) the services to be provided to the Company shall be in accordance with the Sub-Service Agreement and best scientific practice;
- (iv) it is entitled to transfer the rights according to Article 6 to the Company, and that it has taken all appropriate measures therefore under all applicable local laws and regulations (including the claim of any inventions made by its employees, if necessary).
- (v) it has obtained all authorizations and approvals and has notified all authorities necessary for the conduct of animal experiments and it will strictly comply with all laws, regulations and guidelines for the handling, treatment, welfare and ethical treatment of animals in research.

4. Considerations

4.1 In consideration of the Services to be conducted by Provider under a Sub-Service Agreement, the Company shall pay to Provider the amount set forth in the respective Sub-Service Agreement, which will include VAT, in accordance with the payment schedule detailed in the respective Sub-Service Agreement. The price set forth in a Sub-Service Agreement also includes any costs and expenses of Provider incurred in connection with the performance of the respective Services, including but not limited to the purchase of equipment, the costs of personnel and the costs for auditing.

4.2 The Company undertakes to make all payments due under a Sub-Service Agreement within sixty (60) days of receipt of an invoice by Provider. The payment shall be made by bank transfer using the following bank details:

Beneficiary bank – Intesa San Paolo
Bank account – IBAN IT51R0306912117100000046011
BIC or SWIFT code – BCITITMM.

The Company undertakes to make all payments due under this Agreement within 60 (sixty) days after the receipt of invoice by IZSVe.

In case the of payment's delay exceeds one hundred and eighty (180) days, IZSVe may terminate this Agreement, without prejudice to its right to claim for further damages, if any.

The present Agreement does not involve travel and accommodation costs at the expense of IZSVe for the performance of the Services. Both Parties will follow their ordinary and internal policy which regulates terms and conditions of national and international missions, should these be considered necessary. Each Party shall bear its own expenses.
Sub-Service Agreement

The registration fee is due just in the event of judicial or administrative use, as set forth in Italian law (D.P.R. n. 131/1986) and costs and expenses will be borne by the IZSVe.

5. Confidentiality

“Confidential Information” means all information disclosed by one Party to the other Party, in writing, orally or any other form, during the performance of this Agreement, and all samples and materials provided by the Company which are not in the public domain or such information thereafter becomes a part of public domain not due to the breach of confidentiality obligations.

During the term of this Agreement and for a period of 60 months following its expiration or termination, IZSVe and the Company agree to keep confidential all Confidential Information disclosed by and received; and to maintain appropriate safeguards with respect to the Confidential Information. Under no circumstances neither Party shall disclose the Confidential Information to any person other than to those related individuals and entities on a need-to-know basis. The Parties stipulate that, as between them, the foregoing matters are important, material and confidential, and gravely affect the effective and successful conduct of the business of the Company and its goodwill, and that any breach of this covenant is a material breach of this Agreement. In the event that any of the Parties is requested or required by law or legal process to disclose any of the Confidential Information, the Party that received the information shall provide the other Party with prompt written notice before making any disclosure. In addition, Confidential Information may be disclosed to the extent required in the course of inspections or inquiries by EU Federal or State regulatory agencies to whose jurisdiction IZSVe and/or the Company is/are subject to and that has/have the legal right to inspect documents containing the Confidential Information. the disclosing Party shall promptly advise the other Party upon such disclosure and vice versa.

During the term of this Agreement and for a period of 60 months following its expiration or termination, IZSVe agrees to not use, disclose, disseminate, communicate or reveal in accordance with the foregoing, any of the Confidential Information or any part thereof, to any person or entity for any reason or purpose whatsoever, unless otherwise agreed.

6. Intellectual property rights, publicity and publication

The Parties agree that the intellectual property rights related to the results arising out of the performance of the Services shall reside in the Company. The Company will evaluate the possibility of authorizing IZSVe to use the results for medicals publications, in the understanding that IZVe shall request authorization in writing at least 30 (thirty) days before the date of publication.

IZSVe cannot publish the results without the prior written approval of the Company. Approval will not be unreasonably withheld.

IZSVe warrants and represents that Company's use or exploitation of any results will not infringe any intellectual property rights of which a third party is the proprietor including, in particular but without limitation, any patents, copyrights, registered designs or rights of confidence. IZSVe undertakes not to oppose any of its prior intellectual property rights to the use and/or exploitation of the results.

Neither Party shall use the name or the logo of the other Party, of its Principal Investigator or its employees in any publicity, new release, publication or advertising without the express prior written approval of the Party. The Parties acknowledge and agree that all intellectual property rights related to the logo will remain exclusive property of the owning Party; particularly, with no limitation, the usage of the logo of a Party by the other Party will not transfer to the using Party any rights or titles related to the logo.

7. Term and Termination

7.1 This Agreement shall be effective upon the execution and shall remain in force indefinitely, or in any case, until the completion of the Services by IZSVe and payment by the Company of the corresponding compensation.

7.2 This Agreement may be terminated at once by written notice by either Party if (i) the other Party breaches this Agreement in any material manner and shall have failed to remedy such default within sixty (60) days after written notice thereof from the terminating Party or (ii) the other Party by voluntary or involuntary action goes into liquidation or receivership; or dissolves or files a petition for bankruptcy or reorganisation or for suspension of payments or is adjudicated as bankrupt, becomes insolvent or assigns or makes any composition of its assets for the benefit of credit.

7.3 Notice of termination must in all cases be given in writing.

8. Effects of Expiration and/or Termination

8.1 Termination of this Agreement for any reason shall be without prejudice to the rights which expressly survive the termination in accordance with the terms of this Agreement and applicable laws, including without limitation, the rights and obligations of the Parties regarding to Intellectual Property Rights, Publicity and Publication, samples and materials. Termination pursuant to Section 7.2 shall not affect any running Sub-Service Agreements which shall be finalised according to the terms of this Agreement and the respective Sub-Service Agreement, subject to early termination pursuant to Section 7.2.

8.2 In the event of a termination pursuant to Section 7.2 in case the Company is the defaulting Party, the Company shall bear all Services-related costs incurred by Provider in accordance with the Sub-Service Agreement until the date of termination (including actual costs resulting from non-cancellable commitments entered into by Provider, provided, that Provider has used its best efforts to minimise such costs) but at maximum the price set forth in the respective Sub-Service Agreement.

8.3 The respective rights and obligations of the Parties under sections 2,5,6, 9, 12, and 16 shall survive the expiration or termination of this Agreement for a period of 5 (five) years.

9. Miscellaneous

The delay or failure of either Party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of the Party to thereafter seek their enforcement.

The Parties claim that all rights that allow the signing and performance of this Agreement and that allows the other Party to perform the obligations set forth herein, belong to them. Each Party claims that the signing and performance of this agreement and the rights set forth herein do not compromise any third party rights.

If one or more of the provisions of this Agreement should be or become invalid or impracticable, the validity of the remaining provisions shall not be effected. The Parties shall in good faith make any efforts to replace the invalid or impracticable provision by an effective provision which must closely approximate to the purpose of this Agreement.

IZSve and the Company will act all times as independent contractors. Nothing contained herein shall be construed or applied so as to create the relationship of principal and agent or of employer and employee between IZSve and the Company or any partnership or joint-venture. Neither Party shall make any commitment or incur any charge or expense in the name of the other Party.

This Agreement may be amended, modified, superseded or canceled, only by a written instrument executed by each Party's duly authorized representatives.

All notices and communications related to this agreement shall be made by registered or certified letter, return receipt requested, telecopier, email or electronic transmission confirmed in writing by register letter and shall be addressed as follows (or to other address as may hereafter be designed by written notice):

If to IZSve: Att. Francesco Bonfante
Istituto Zooprofilattico Sperimentale delle Venezie
Viale dell'Università 10
35020 - Legnaro (PD)
ITALY
e-mail fbonfante@izsvenezie.it.....

If to the Company: Att. Gabriela Espinosa López, Javier Darío Calderón Durante y Paulino Carlos González Hernández
Laboratorios Sanfer, S.A. de C.V. Blvd. Adolfo López Mateos No. 314, Colonia Tlacopac
Alcaldía Álvaro Obregón
01049 Mexico City, Mexico
email gespinosa@sanfer.com.mx; javier.calderon@sanfer.com.mx and
paulino.gonzalez@sanfer.com.mx

10. WITHDRAWAL

10.1 Each Party has the right to withdraw from this Agreement at any time, by giving a six (6) months' prior notice in writing. The termination will not affect the obligations already performed by the Parties or whose performance is in progress at the time of termination. These obligations are governed by sections 8.1 and 8.3 as applicable of this Agreement.

10.2 In the event of a withdrawal pursuant to Section 10, the Company shall bear all Services-related costs incurred by Provider in accordance with the Sub-Service Agreement until the date of termination (including actual costs resulting from non-cancellable

commitments entered into by Provider, provided, that Provider has used its commercially reasonable best efforts to minimise such costs) but at the maximum the price set forth in the respective Sub-Service Agreement.

11. FORCE MAJEURE

IZSve shall not be liable for failure of or delay in performing obligations set forth in this Agreement, or for having incorrectly performed them, and shall not be deemed in breach of its obligations, if such failure, delay or incorrect performance is due to natural disasters or any causes beyond its reasonable control including, without limitation, any act of God, any civil commotion or strike. In the event of such force majeure, the Party affected thereby shall promptly notify the other Party in writing. If the force majeure lasts more than 90 days, the Party shall have the right to terminate the Agreement; the notice of termination shall be made according to the following Article 9.

12. SAFETY HEALTH CARE AND INSURANCE

IZSve acknowledges and agrees to respect and to enforce, within its premises, national law and internal regulations related to workers' safety and health care. In case the Company's employees or consultants shall perform any kind of activities within IZSve premises, visits and inspections included, the Company acknowledges and agrees to enforce on its personnel the said laws and regulations, provided that such activities, visits and inspections, shall be scheduled in advance in writing by the Parties.

In case the Company's employees or consultants shall perform any kind of activities within IZSve premises, visits and inspections included, the Company shall have adequate insurance policies covering the damages, third party civil liability and accidents which may be caused by or issued from its personnel.

13. COMPLIANCE

13.1 IZSve represents, warrants and covenants that it and its affiliates, owners, officers, directors, employees, agents, subcontractors, consultants and representatives (collectively referred to as "Representatives") will perform all of IZSve's obligations under this Agreement in compliance with all local, state, national, and international statutes, rulings, regulations, ordinances, and governmental directives, including, without limitation, those pertaining to anti-bribery money laundering, competition, regulation of trade, the environment, transportation, safety, health, and employment (collectively referred to as the "Applicable Laws") that apply to the Company, IZSve, either party's business, and the IZSve services to which this Agreement relates to. IZSve further represents and warrants that neither it nor its Representatives will take any action that might cause the Company to violate any Applicable Law. IZSve will advise the Company immediately if it learns, or has any reason to know, of: (i) any violation of any Applicable Law by IZSve or its Representatives that occurred or may have occurred in performing IZSve's obligations under this Agreement; or (ii) any failure of IZSve or any of its Representatives to comply with IZSve's obligations under this article.

13.2 Compliance Awareness and Training. IZSve ensures that it and its Representatives involved in the performance of IZSve's obligations under this Agreement are knowledgeable about what is permissible and prohibited conduct under this article. If requested by the Company or IZSve, IZSve and its Representatives will receive specific training.

13.3 Government Official. “Government Official” means: (a) any employee or officer of a government, including, without limitation, any federal, regional or local department, agency or instrumentality of a government, or an enterprise owned or controlled, even in part, by a government; (b) any political party or any official or employee of a political party; (c) any official or employee of a public international organization (such as the World Bank or United Nations); (d) any candidate for political office; and (e) any person acting in an official capacity for, or on behalf of, any entity identified in subparts (a) (b), (c) and (d).

IZSve represents, warrants, and covenants that during this Agreement’s term no owner, partner, officer, director, Key Employee (as that term is defined below), agent, subcontractor, consultant, or representative of IZSve, or any family member of any of them, (i) is a Government Official, (ii) has a direct business relationship with a Government Official, (iii) will become a Government Official, or (iv) will enter into a direct business relationship with a Government Official, in each case, who could influence a decision or action related to the purchase, prescription, or use of a Company’s product or service, or to any other governmental action that would benefit the Company’s business. A “Key Employee” is any IZSve employee who has a position with decision-making authority in respect of IZSve’s relationship with the Company under this Agreement or the Company’s products and/or services to which this Agreement relates to.

13.4 IZSve Agents. IZSve may use a third party representative (collectively referred to as “Agents”) only with the Company’s prior written consent, which will be conditioned, among other things, on (i) IZSve’s assistance in conducting the Company’s due diligence/integrity assessment to verify the proposed Agent’s identity, qualifications, ethical nature, compensation to be paid, services to be performed, and other relevant information (“Due Diligence”), or (ii) IZSve conducting its own Due Diligence process on a potential Agent, which process is substantially similar to the Company’s process, the results of which shall be provided to the Company upon request, and the Company thereafter satisfies itself that the Due Diligence is adequate. If the Company consents to use of an Agent, IZSve will obtain Agent’s written agreement to comply with all obligations in this article.

13.5 IZSve Records. IZSve will maintain Records that accurately, fairly, and in reasonable detail, reflect all transactions and disposition of funds under this Agreement for the time period of 5 (five) years. IZSve will maintain a system of internal financial and accounting controls and procedures sufficient to provide reasonable assurances that transactions and disposition of funds are properly recorded and authorized.

13.6 Compliance Certification. Whenever requested by the Company, IZSve will sign and deliver to the Company a Compliance Certification in the form of attached as Appendix III to this Agreement (the “Compliance Certification”) to confirm IZSve’s compliance with this article.

14 GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be subject to, governed by and construed in accordance with the laws of Italy (without regard to the conflicts of law rules which might result in the application of the laws of any other jurisdiction). All disputes, controversies or

differences which may arise between the Parties out of or in connection with this agreement, its interpretation or performance, shall be submitted to the exclusive jurisdiction of the Court of Padua, Italy.

15 TREATMENT OF PERSONAL DATA

According to and in compliance with the General Data Protection Regulation UE 2016/679 (GDPR), and in compliance with Mexican applicable regulations, the Parties acknowledge and agree to use, process and communicate to any third party the personal data contained herein, or acquired in any other form during the performance of this Agreement, solely and exclusively in order to carry out the purposes set forth in the agreement itself or to accomplish the fulfillments connected to it. Each Party authorizes the process of its data solely and exclusively in order to manage the agreement according to the terms and conditions set forth in the said law.

This Agreement has been freely negotiated between the Parties hereto and represent their willingness as duly and clearly shown in the content hereof and properly considered. IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their duly authorized representatives.

This agreement is made at the date and place of the last signature.

IZSVe
Acting General Manager

Dr. Antonia Ricci

Date _____

Witness
Mrs. Gabriela Espinosa López

The Company

Attorney-in-fact
Mr..

Date _____

Witness
Mr. Agustín Madrigal Pereyra

Attachments:

- Appendix I: Sub-Service Agreement Form
- Appendix II: Description of Sub-Service Agreement activities
- Appendix III: Compliance Certification

Appendix I
Sub-Service Agreement

BY AND BETWEEN

Istituto Zooprofilattico Sperimentale delle Venezie, an Italian governmental institution, with offices at Viale dell'Università 10, 35020 Legnaro (PD), Italy, fiscal code and VAT n. 00206200289, PEC: izsvenezie@legalmail.it, represented by Dr. Antonia Ricci, Acting Director General, fiscal personal code RCCNTN67B42G224E

(hereinafter referred to as “**IZSVe**” or “**Supplier**”)

and

..... a company organized under the laws, having its registered office Represented.....[to be completed]

(hereinafter referred to as the “**Company**” or “**Customer**”

and severally as “Party” and jointly as “Parties”)

In consideration of the covenants and obligations hereinafter set forth, and in compliance with the General terms and conditions of the present Master Service Agreement, the Parties hereto, individually and by their respective agents and representatives, hereby agree as follows:

1. SERVICES

The Company requests and IZSVe shall perform certain services regarding (hereinafter referred to as “Services”) on the terms and conditions of this Master Service Agreement. A brief description of activities are outlined in Appendix II.

No changes to the activities as described in Appendix II shall be made without the prior written consent of the Parties. In case any such changes result in substantial differences in the cost of the Services, the final budget will be adjusted by a mutually amount agreed by the Parties in writing. Deliverables and timelines will be agreed upon by the Parties and the material and samples relating to the Services (hereinafter referred to as “Material”) are provided by the Company to IZSVe.

During the term of this Agreement, the Parties may also communicate periodically in order to check and/or clarify and/or up to date the Services’ working progress.

2. CONSIDERATION

The Company shall pay to IZSVe for all Services rendered pursuant to this Agreement the sum of Euro (taxes and pension fund included but VAT excluded) against presentation of regular invoice, according to the following terms:

- a first installment equal to 50% of the Consideration (i.e. Euro taxes and pension fund included but VAT excluded) at the execution of this Agreement;
- a final balance equal to 50% of the Consideration (i.e. Euro taxes and pension fund included but VAT excluded) upon the termination of this Agreement;

Invoices may be sent by regular mail or e-mail.

The payment shall be made by bank transfer using the following bank details:

Beneficiary bank – Intesa San Paolo

Bank account – IBAN **IT51R0306912117100000046011**
BIC or SWIFT code – **BCITITMM**.

The Company undertakes to make all payments due under this Sub-Service Agreement within 60 days after the receipt of invoice by IZSVe.

In case the of payment's delay exceeds one hundred and eighty (180) days, IZSVe may terminate this Sub-Service Agreement, without prejudice to its right to claim for further damages, if any.

The Parties agree that this Sub-Service Agreement is subject to VAT according to Italian law (D.P.R. n. 633/1972 and its amendments) that is conform to EU single market rules. The registration fee is due just in the event of judicial or administrative use, as set forth in Italian law (D.P.R. n. 131/1986) and costs and expenses will be borne by the requesting Party. The Parties will contribute in equal measure to the other tax duties related to this agreement, stamp duty included.

3. TERM

This Sub-Service Agreement shall be effective upon the execution and shall remain in force until the completion of the Services by IZSVe and payment by the Company of the corresponding compensation.

IZSVe Principal Investigator(s):

Company Principal Investigator(s):

In the understanding that payments are only due within sixty (60) days of receipt by the Company of the corresponding invoice issued by Provider.

Acknowledged and agreed by xxxxxxxxx

.....

Date.....

Acknowledged and agreed by ISTITUTO ZOOPROFILATTICO SPERIMENTALE DELLE VENEZIE

.....

Date.....

Warranties and liability, treatment of confidential information, intellectual property rights, publicity and publication, termination clause, withdrawal and force majeure clauses, safety health care and insurance, treatment of personal data, governing law and dispute resolution will be in compliance with what has been set forth in the Master Service Agreement

Appendix II

Brief description of the requested activities

Appendix III

Compliance Certification

Istituto Zooprofilattico Sperimentale delle Venezie (“IZSVe”) acknowledges that Laboratorios Sanfer, S.A. de C.V. (the “Company”) intends that no Prohibited Payment (as that term is defined below) will be made with the purpose or effect of acceptance of, or acquiescence in, public or commercial bribery, extortion, kickbacks, money laundering or other unlawful or improper means of obtaining, directing or retaining business. Accordingly, _____ [INSERT NAME], a duly authorized officer of IZSVe, hereby certifies, on IZSVe’s behalf, that it and its affiliates, owners, officers, directors, employees, agents, subcontractors, and representatives have not made, and will not make, authorize, or offer to make, in connection with this Agreement or any other business transaction involving the Company, either directly or indirectly, for the purpose of obtaining, retaining or directing business or securing any improper advantage in connection with this Agreement or any other business transaction relating to the Company, any loan, gift, donation or payment, or transfer of any other thing of value (collectively referred to as a “Prohibited Payment”) to any person or entity, including but not limited to: (a) a “Government Official” (as defined below) or for the benefit of any Government Official; (b) any family member of a Government Official; or (c) any officer, director, employee or representative of the Company, an anticipated or current Company’s customer, or any affiliate of either, for that person’s personal benefit.

“Government Official” means: (a) any employee or officer of a government, including, without limitation, any federal, regional or local department, agency or instrumentality of a government, or an enterprise owned or controlled, even in part, by a government; (b) any political party or any official or employee of a political party; (c) any official or employee of a public international organization (such as the World Bank or United Nations); (d) any candidate for political office; and (e) any person acting in an official capacity for, or on behalf of, any entity identified in subparts (a) (b), (c) and (d).

IZSVe also confirms that:

(1) IZSVe will immediately notify the Company if IZSVe makes or learns of any Prohibited Payment or if there is any change in IZSVe’s ownership or control.

(2) All statements and other information provided by IZSVe’s officers, directors and employees during the Company’s due diligence assessment of IZSVe’s compliance history and practices remain accurate today [except as follows:

_____.]

(3) No owner, partner, officer, director, or Key Employee of IZSVe, or any family member of any of them, either (a) is a Government Official or (b) has a direct business relationship with a Government Official, in each case, who could influence a decision or action related to the purchase, prescription, or use of a Company’s product or Company’s service, or to any other governmental action that would benefit the Company’s business. A “Key Employee” is any IZSVe employee who has a position with decision-making authority in respect of IZSVe’s relationship with the Company under this Agreement or the Company’s products and/or services to which this Agreement relates to.

By: _____

Name: _____

Title: _____

Date: _____, 201__