



ISTITUTO ZOOPROFILATTICO SPERIMENTALE DELLE VENEZIE

LEGNARO (PD)

DELIBERAZIONE

DEL DIRETTORE GENERALE

N. 361 del 12/10/2020

OGGETTO: Adesione alla proposta di ``Biological Material Transfer Agreement for Research Purposes`` tra l'Istituto Zooprofilattico Sperimentale delle Venezie e l'Universita` di Melbourne.

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

Si premette che:

- ai sensi dell'art. 1, comma 6, del D.Lgs. n. 270/1993 e dell'art. 9, comma 2, del D.Lgs. n. 106/2012 *“Gli Istituti, in relazione allo svolgimento delle loro competenze, possono 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 [...]”*;
- l'Istituto Zooprofilattico Sperimentale delle Venezie, nel quadro dei propri compiti istituzionali – di cui all'art. 3, dell'Accordo sulla gestione dell'IZSVE, 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 – provvede all'effettuazione di ricerche di base e finalizzate per lo sviluppo delle conoscenze nell'igiene e sanità veterinaria, nella sicurezza alimentare e nutrizione, secondo programmi e anche mediante convenzioni con università e istituti di ricerca italiani e stranieri, nonché su richiesta dello Stato, delle Regioni, delle Province autonome e di enti pubblici e privati;
- con *e-mail* del 7 gennaio 2020, l'Università di Melbourne (Australia) ha richiesto all'IZSVE di addivenire alla stipula di un contratto per il trasferimento di materiale biologico a scopo di ricerca, al fine di indagare la composizione genetica di ceppi di *Mycoplasma sinoviae* (MS-H) reisolati.

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Al fine di formalizzare il suddetto trasferimento, l'Istituto e la predetta Università hanno, pertanto, concordato lo schema di contratto in lingua inglese cd. "*Biological material transfer agreement for research purposes*", per la fornitura del materiale biologico indicato nell'art. 1 dell'*Agreement*.

L'Università di Melbourne ha, quindi, trasmesso con *e-mail* del 20 agosto 2020, acquisita al ns. prot. n. 8727/2020, la proposta di "*Biological material transfer agreement for research purposes*", sottoscritta dal Dott. Shaun Blacker, Direttore *ad interim* della sezione "*Major Initiatives, Contracts and Grants*" dell'Università di Melbourne, documento che, unitamente al relativo *Annex 1*, si allega al presente provvedimento quale parte integrante e sostanziale (*allegato n. 1*).

Con *ticket* intranet n. 151808/2020, il Dott. Salvatore Catania, Direttore *ad interim* della *SCTI – Verona e Vicenza*, ha richiesto a questa Struttura di procedere con gli adempimenti necessari alla sottoscrizione dell'*Agreement* in parola.

L'IZS.Ve con il predetto contratto, la cui efficacia decorrerà dalla data di sottoscrizione fino al completamento delle attività di ricerca da parte della predetta Università, si impegna a fornire il predetto materiale biologico a titolo gratuito, salvo il costo per le spese di spedizione che saranno sostenute dall'Università di Melbourne.

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

1. di aderire alla proposta di "*Biological material transfer agreement for research purposes*", tra l'Istituto Zooprofilattico Sperimentale delle Venezie, rappresentato dal Direttore Generale e legale rappresentante *pro tempore*, Dott.ssa Antonia Ricci, e l'Università di Melbourne (Australia), rappresentata dal Direttore *ad interim* della sezione "*Major Initiatives, Contracts and Grants*", Dott. Shaun Blacker, documento che, unitamente al relativo *Annex 1*, si allega 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 prendere atto che l'Istituto con il predetto contratto, efficace a decorrere dalla data di sottoscrizione e fino al completamento delle attività di ricerca da parte della citata Università, si impegna a fornire a titolo gratuito il materiale biologico descritto nell'art. 1 dell'*Agreement*, salvo il costo per le spese di spedizione a carico della predetta Università.

IL DIRETTORE GENERALE

ESAMINATA la proposta di deliberazione del Responsabile della S.S. 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.

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

VISTO il decreto del Presidente della Giunta regionale del Veneto n. 102 del 22 settembre 2020 con il quale è stabilito di nominare la dott.ssa Antonia Ricci quale Direttore generale dell'Istituto Zooprofilattico Sperimentale delle Venezie.

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

DATO ATTO che è in corso la nomina del Direttore sanitario.

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'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 aderire alla proposta di “*Biological material transfer agreement for research purposes*”, tra l'Istituto Zooprofilattico Sperimentale delle Venezie, rappresentato dal Direttore Generale e legale rappresentante *pro tempore*, Dott.ssa Antonia Ricci, e l'Università di Melbourne (Australia), rappresentata dal Direttore *ad interim* della sezione “*Major Initiatives, Contracts and Grants*”, Dott. Shaun Blacker, documento che, unitamente al relativo *Annex 1*, si allega 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 prendere atto che l'Istituto con il predetto contratto, efficace a decorrere dalla data di sottoscrizione e fino al completamento delle attività di ricerca da parte della citata Università, si impegna a fornire a titolo gratuito il materiale biologico descritto nell'art. 1 dell'*Agreement*, salvo il costo per le spese di spedizione a carico della predetta Università.

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

IL DIRETTORE GENERALE
dott.ssa Antonia Ricci

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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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Viale dell'Università 10 – 35020 LEGNARO (PD)

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N. 361 del 12/10/2020

OGGETTO: Adesione alla proposta di ``Biological Material Transfer Agreement for Research Purposes`` tra l'Istituto Zooprofilattico Sperimentale delle Venezie e l'Universita` di Melbourne.

Publicata dal 12/10/2020 al 27/10/2020

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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BIOLOGICAL MATERIAL TRANSFER AGREEMENT FOR RESEARCH PURPOSES

Istituto Zooprofilattico Sperimentale delle Venezie, with offices at Viale dell'Università 10, 35020 Legnaro (PD), Italy, fiscal code and VAT n. 00206200289, email: dirgen@izsvenezie.it represented by Dr. Antonia Ricci, in her capacity as Acting Director General (Direttore Generale), fiscal personal code n. RCCNTN67B42G224 hereinafter referred to as "IZSVe" or "Provider"

And

The University of Melbourne (ABN 84 002 705 224) of Parkville, Melbourne VIC 3010, Australia, a body politic and corporate established in 1853 and constituted under the University of Melbourne Act 2009 (Vic), hereinafter referred to as "Recipient"

Receiving Scientist of the Agreement is Professor **Amir Noormohammadi**, in his capacity as Deputy Director of Asia Pacific Centre for Animal Health (APCAH), with offices at building 416, 250 Princes Highway, The University of Melbourne.

This Agreement sets out the understanding of the Parties with respect to the provision of certain biological material to the Recipient, which wishes to use the material for non-commercial evaluation purposes only subject to the terms and conditions of this Agreement.

WHEREAS:

- IZSVe is a public veterinary Institute which conducts prevention, control and research activities in three main areas: animal health and welfare, food safety, and environmental protection;
- APCA is a research center based in Faculty of Veterinary and Agricultural Sciences of the University of Melbourne with expertise in various aspects of the diagnosis and control of infectious diseases of animals, particularly poultry;
- IZSVe agrees to transfer to Recipient the Original Material for the Purpose specified in Annex 1, as defined in the agreement;

NOW, THEREFORE,

In consideration of the covenants and obligations hereinafter set forth, the Parties hereto, individually and by their respective agents and representatives, hereby agree as follows:

ART. 1. DEFINITIONS

The above-mentioned words have the following meanings in this Agreement:

"Effective data": the date as of which the Agreement enters into force.

"Commercial Purposes": the sale of products or services, lease, license, or other transfer of the Material or Modifications for any commercial purpose or for the direct benefit of any for-profit entity, including use of the Material or Modifications by any organization, including Recipient, to perform research for third parties who obtain rights in research results, to screen compounds, to produce or manufacture products for general sale, or to conduct any research activities that result in any sale, lease, license, or transfer of the Material or Modifications to a for-profit entity.

"Confidential Information": Information of any nature protected or not by an intellectual property right (data, documents, methods, know-how, etc.) whatever their subject,

transmission mode, origin, communicated within the frame of this Agreement. The Material is Confidential Information. Confidential information does not include information that:

- i. is already known by the Party to which it is disclosed;
- ii. is or becomes part of the public domain without breach of this Agreement;
- iii. is obtained from third parties that have no obligation to keep confidential to the parties to this Agreement;
- iv. is independently developed by the receiving party or its parent corporation or their respective subsidiaries and/or affiliates without the aid, application or use of the Confidential Information (and such independent development can be properly demonstrated by the receiving party); or,
- v. is required by law, regulation, rule, act or order of any governmental authority or agency to be disclosed by the receiving party, provided, however, that such receiving party (A) gives the disclosing party sufficient advance written notice to permit it to seek a protective order or other similar order with respect to such Confidential Information and (B) thereafter discloses only the minimum information required to be disclosed in order to comply, whether or not a protective order or other similar order is obtained by such disclosing party.

“Original Material”: the Material to be delivered from IZSve to the Recipient under the term of this Agreement is as below specified.

IZSVE/5864/10 fil	IZSVE/6189 /78fil aexp	IZSVE/34/ 87fil aexp	IZSVE/554/ 1fil aexp	IZSVE/61 5/34 f a	IZSVE/207 5/27f a	IZSVE/345 0 pool da 5
IZSVE/6123/1 fil	IZSVE/34/7 8fil aexp	IZSVE/34/ 88fil aexp	IZSVE/116 8/1fil aexp	IZSVE/80 7/46f a	IZSVE/239 5/8f a	IZSVE/347/ 9
IZSVE/6186/23 dil pplo-nad	IZSVE/34/8 0fil aexp	IZSVE/34/ 91fil aexp	IZSVE/116 7/1fil aexp	IZSVE/11 61/1fa	IZSVE/303 7/28f a	IZSVE/345/ 9
IZSVE/6187/14 fil aexp	IZSVE/34/8 2fil aexp	IZSVE/240 /1 fil aexp	IZSVE/199 4/3 FA	IZSVE/12 80/8f a	IZSVE/345 4 pool da 5	IZSVE/346/ 9
IZSVE/6188/23 fil aexp	IZSVE/34/8 5fil aexp	IZSVE/288 /1fil aexp	IZSVE/199 5/3 FA	IZSVE/18 67/5 f a	IZSVE/344 9 pool da 5	IZSVE/404/ 9
IZSVE/444/1	IZSVE/580/ 1	IZSVE/974 /9	IZSVE/161 8/31	IZSVE/16 14/31	IZSVE/172 0/6fa	IZSVE/184 2/1
IZSVE/64/6	IZSVE/68/1 fa	IZSVE/119 /63fa	IZSVE/201 4/368-2	IZSVE/20 14/368-6	IZSVE/201 4/374-11	IZSVE/201 4/374-12

“Material”: Original Material, Progeny and Unmodified Derivatives, but does not include Modifications or other substances created by the Recipient using the Material.

“Progeny”: an unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism.

“Unmodified Derivatives”: substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Original Material (for example subclones of unmodified cell lines, purified or fractionated subsets of the Original Material, proteins expressed by DNA/RNA supplied by the Provider, or monoclonal antibodies secreted by a hybridoma cell line).

“Modifications”: substances created by the Recipient that contain or incorporate the Material.

“Patent Rights”: any patents, patent applications, trade secrets or other proprietary rights of the Provider having claims relating to the Original Material, including any altered forms of the Material made by the Provider, and any substitutions, divisions, continuations, continuations-in-part, reissues, renewals, registrations, confirmations, re-examinations,

extensions, supplementary protection certificates or the like, or provisional applications of any such patents and patent applications, or foreign equivalents thereof.

“**Provider's Scientist**”: the employees of IZSVe.

“**Recipient's scientist**”: the employees of the Recipient.

“**Student**”: Student enrolled in a postgraduate degree by research at the University of Melbourne who is selected to undertake the project.

“**Thesis**”: any thesis which is to be submitted to the University by the Student to fulfil the University's requirements for the postgraduate degree in which the Student is enrolled.

“**Research activities**”: (described in Annex 1) description of the experiments planned with the Material.

ART. 2. MATERIAL TRANSFER

IZSVe shall supply the Recipient the Original Material within thirty (30) days after the execution of this Agreement by both Parties and received by IZSVe.

The Recipient will contact IZSVe, in particular the contact specified at the end of this agreement, to arrange the date(s) of shipment.

Subject to the terms and conditions herein, the Provider grants to the Recipient a royalty-free, non-exclusive license to use the Material solely in performance of the Research activities described in Annex 1 – Description of activities. The Recipient agrees that the Material:

a) will not be used for Commercial Purposes; any commercial use of the Material is strictly forbidden. The Recipient undertakes not to sell, disclose, transfer, give or distribute the Material to any third party.

b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the Provider's prior written consent;

c) will be used only at the Recipient organization and only in the Researcher's laboratories under the direction of the Researcher or others working under his or her direct supervision.

d) will not be further transferred without the Provider's prior written consent.

The Recipient will refer any request for the Material from anyone other than those persons working under the Researcher's direct supervision to the Provider's Scientist.

Upon request, the Recipient will provide to IZSVe with a summary of the Research Activities obtained with the Material.

The Recipient will use the Material and Modifications in compliance with all Italian law and governmental regulations and guidelines applicable to the Material and Modifications.

The Recipient shall ensure that the Recipient's employees, students and agents using the Material and Modifications agree to be bound by the terms of this Agreement.

ART. 3. FEE AND PAYMENT

The Material for the Research activities is provided for free. **Shipping costs will be charged on the Recipient.**

ART. 4. USE OF THE MATERIAL AND INTELLECTUAL PROPERTY

The Provider who maintains the ownership of the Material, including any Material contained or incorporated in Modifications owns the Material

The Recipient will use the Material solely and strictly in connection with performing the Research activities at Recipient's institutional facilities and under the direction of Recipient's Scientist only.

No rights are provided to Recipient under any patent applications, trade secrets or other proprietary rights of IZSVe. In particular, no rights are provided to use the Material or Modifications for profit-making or commercial purposes, or provision of a commercial service based upon the Material or Modifications. The Material shall not be incorporated into any service or product for sale, or used for the commercial provision.

If Recipient desires to use the Material or Modifications for such profit-making or commercial purposes, Recipient agrees that it must first negotiate a license or other appropriate agreement with IZSVe and third parties as may be required, and it is further understood by Recipient that IZSVe shall have no obligation to enter into such a license or agreement.

The Recipient may distribute substances created by the Recipient with the Original Material only if those substances are not Progeny, Unmodified Derivatives, or Modifications with prior written notice to the Provider.

If the Student completing a Thesis under supervision of the Recipient, or the Recipient's scientists wants to publish any result derived from the Recipient's activities made on the Material, the Recipient scientists or Student is not restricted to do so and must include the names of the Provider's scientists in their publications.

No patent applications may be filed by the Recipient claiming inventions made by the Recipient with the Materials without written consent of the Provider

Except as provided in this Agreement, no express or implied licenses or other rights are provided to the Recipient under the Patent Rights. In particular, no express or implied licenses or other rights are provided to use the Material, Modifications, or any related patents of the Provider for Commercial Purposes.

Otherwise any results as well as any know-how, discoveries, inventions and other intellectual property generated by the Recipient through the use of the Material permitted by this Agreement, will be owned by the Recipient.

The Recipient shall destroy the Material and Modifications after completion of Research purpose.

ART. 5. LIABILITY

By requesting the Material and signing this Agreement, the Recipient accepts responsibility for the proper handling and testing of the Material in accordance with generally accepted international scientific standards, including any disposition and guidelines regarding biosecurity, biosafety, health and scientific research. The Recipient guarantees that suitable handling and containment conditions are available and will be applied in the Recipient's laboratory.

The Recipient represents that within its laboratories:

- the access to the Material and to Modifications will be restricted to personnel capable and qualified to safely handle those substances, using appropriate containment;
- the Recipient shall use the utmost precaution to minimise any risk of harm to persons and property and to safeguard them from theft or misuse.

The Recipient assumes all liability for any and all third-party damages and claims arising out of or relating to this Agreement, including the receipt, use, handling, storage, conservation of the Material and Modifications.

The Recipient agrees to indemnify, defend and hold harmless IZSVe and its employees from and against any third party claims, losses, costs, expenses and damages, including reasonable attorneys' fees which may incur, suffer or be required to pay resulting from or arising in connection with the use, handling or storage of Material or Modifications by the Recipient or the Recipient's personnel, or the breach of any obligation of the Recipient hereunder.

ART. 6. WARRANTY

The Recipient acknowledges that the Material are supplied to the Recipient with no information on their use, warranties, express or implied, including but not limited to any warranty of fitness for a particular purpose.

However, IZSve represents and warrants to the Recipient that its execution will not result in a breach of any obligation to any third party or infringe or otherwise violate any third party's rights. There are no express or implied warranties that the Material and/or Modifications will not pose a safety or health risk.

If the Material is not available for use or not delivered in sufficient amounts, the Recipient shall send a written notification to IZSve within ten (10) days after the receipt of the Material (or in case non-delivery of Material, within ten (10) days of the agreed date of shipment). In these cases, IZSve shall replace the Material only. This warranty is valid if the Recipient ensures that the Material has been stored or processed as indicated in the documents that will accompany it.

Each Party warrants and represents that it has the right to enter into this Agreement.

ART. 7. INTELLECTUAL PROPERTY RIGHTS

IZSve is the owner and has all the rights on the Material, Progeny and Unmodified Derivatives. The transfer does not grant or imply the ownership of the Material, or any intellectual and industrial property rights to the Recipient.

Where Students are involved in the project, IZSve agrees that copyright in a Student's thesis will be owned solely by the Student.

ART. 8. TERM AND TERMINATION

This Agreement is effective when signed by both parties and terminates on completion of the Recipient's Research activities using the Material.

Before the Material's shipping to the Recipient, the Agreement may be terminated on thirty (30) days written notice by either party to the other. This Agreement may be also terminated immediately by the Provider if the Recipient has not cured a breach of this Agreement within seven (7) days of being notified of such breach.

On termination of this Agreement, Recipient will discontinue the use of the Material and will, upon direction of IZSve return or destroy any remaining Material, Modifications and Confidential Information. The clauses 4-7 shall survive termination of this Agreement.

ART. 9. MISCELLANEOUS

Confidential information: The Recipient shall not give, sell, share, release, convey, or otherwise distribute the Material and/or any accompanying Confidential Information to any third party without the prior written permission of IZSve. The Recipient acknowledges that IZSve may withhold its consent for any reason it deems necessary and is not obliged to give the reason thereof.

Confidential Information will be safeguarded and not disclosed to any third parties by the receiving party. The Recipient also undertakes to retain in confidence and not disclose to any third party the Material. The Recipient may disclose the Provider's Confidential Information to the Recipient's parent corporations, affiliates and subsidiaries only if such parent corporations, affiliates and subsidiaries agree to be bound by confidentiality and non-use provisions at least as protective of the Provider's rights as those contained in this Agreement.

In the event that the Recipient is requested or required by law or legal process to disclose any of the Confidential Information, the Recipient shall provide IZSve 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 Recipient is/are subject to and that has/have the legal right to inspect documents containing the Confidential Information. The Recipient shall promptly advise IZSVe upon such disclosure and vice versa.

Publication: The Recipient is free to release scientific publications concerning the outcomes of the scientific research carried out with the Material. Every publication referred to the Material and Modification shall acknowledge the source of the Material, giving the due reference to IZSVe

Entire Agreement: This Agreement constitutes the entire understanding of the Parties with respect to the matters contained herein, superseding all prior oral or written understandings or communications between the Parties relating to the present Agreement. This Agreement may be amended, modified, superseded or canceled, only by a written instrument executed by each Party's duly authorized representatives.

Force Majeure: IZSVe shall not be liable for failure of or delay in supplying Strains set forth in this Agreement, 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, IZSVe 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 present article 8.

Assignment: This Agreement and the rights, obligations and duties set forth herein may not be assigned, transferred, delegated or sub-contracted by the Recipient without the prior written consent of the IZSVe.

Governing Law: This Agreement shall be governed interpreted and construed in accordance with the laws of Italy. The Parties shall endeavor to settle any dispute in connection with the interpretation or performance of this agreement by amicable arrangement. In the event of continuing disagreement, the Parties shall refer the dispute to the courts of the general place of jurisdiction of the defending Party

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

If to IZSVe: Att. Dr. Salvatore Catania
email: scatania@izsvenezie.it
Tel. +39-045/500285

If to the Recipient: Att. Professor Amir Noormohammadi
Email: amir.hadjinoormohammadi@unimelb.edu.au
Tel: +61397312275

ART. 10. NEGOTIATION

This Agreement has been freely negotiated between the Parties hereto and represents their willingness as duly and clearly shown in the content hereof and properly considered.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by their duly authorised representatives as of the day and year first above written.

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

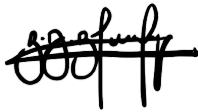
, (18.08.20)

Legnaro, _____ (date)

The University of Melbourne

Istituto Zooprofilattico Sperimentale

delle Venezie



(signature)

Print Name:

(Dr. Antonia Ricci, Acting Director General)

Shaun Blacker
Acting Director
Major Initiatives, Contracts and Grants
The University of Melbourne

Annex 1 – Description of activities

The material will be used in a series of *in-vitro* experiments such as molecular characterization by whole genome sequencing, expression and function of other biomolecules and/or metabolic pathways; as well as *in vivo* experiments in order to investigate the impact of MS-H mutations on phenotype, virulence, transmissibility and immunogenicity.