



ISTITUTO ZOOPROFILATTICO SPERIMENTALE DELLE VENEZIE

LEGNARO (PD)

DELIBERAZIONE

DEL DIRETTORE GENERALE

N. 191 del 23/06/2022

**OGGETTO: Approvazione dello schema di ``Service and Research agreement``
tra questo Istituto e Bio-x Diagnostics sa**

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ISTITUTO ZOOPROFILATTICO SPERIMENTALE DELLE VENEZIE

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

Premesso che:

- l'articolo 1, comma 6, del Decreto Legislativo n. 270/1993, confermato dall'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 prescrizioni, 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 cogerenti [...]”*; il comma 2 del citato art. 5 stabilisce che *“Nelle*

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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, ripreso dall'art. 3, comma 2, lett. e) della Legge della Regione Veneto n. 5 del 18.03.2015, 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 dell'IZSVe prevedono – tra gli indirizzi approvati – la promozione e l'incentivazione di attività progettuali finanziate da soggetti terzi ad integrazione del finanziamento istituzionale.
- con DDG n. 317 del 26.06.2013, è stato approvato il nuovo “*Regolamento per la prestazione di attività e servizi aggiuntivi in favore di soggetti privati tramite la stipula di contratti e convenzioni*” e con nota prot. n. 10134/2013 è stata diffusa la relativa circolare interpretativa a firma del Direttore generale;

Con e-mail del 22.04.2022 acquisita a ns. prot. n. 5694/2022, la società Bio-x Diagnostics sa, con sede in Rochefort (Belgio), ha richiesto all'IZSVe di addivenire alla stipula di un contratto avente ad oggetto l'esecuzione di servizi relativi alla fornitura di materiale biologico (antigene Betanodavirus - virus inattivato e VLPs e sieri di pesce) per scopo di ricerca finalizzato al miglioramento del Biox test elisa nodavirus e la successiva validazione del test.

Al fine di dare seguito alla suindicata richiesta la dott.ssa Anna Toffan, Dirigente veterinario in servizio presso la “*SC6 Virologia Speciale e Sperimentazione*”, ha inserito, in qualità di responsabile scientifico, la richiesta intranet n. 182860/2022 per attività rientranti nell'applicazione della citata DDG n. 317/2013, allegando, oltre allo schema di contratto, il relativo quadro economico, che riporta sinteticamente i costi a carico dell'Istituto per le attività da svolgere nonché la propria dichiarazione per la stipula del contratto con la suddetta società, come previsto dalla citata circolare interpretativa (documenti conservati agli atti presso questa Struttura).

Lo schema di contratto in lingua inglese, condiviso con Bio-x Diagnostics sa – senza i relativi allegati I e II, conservati agli atti della Struttura - viene allegato al presente provvedimento quale parte integrante e sostanziale (*allegato n. 1*).

Con la sottoscrizione del predetto contratto, della durata di 36 mesi dalla data di sottoscrizione, l'Istituto si impegna a svolgere i servizi indicati all'art. 3 della sezione I e all'art. 7 della Sezione II. I servizi di cui alla Sezione II saranno svolti successivamente al completamento dei test per i quali viene fornito il materiale di cui alla Sezione I, qualora i risultati dei test siano ritenuti soddisfacenti. Per contro, Bio-x Diagnostics sa si impegna a corrispondere all'Istituto un importo forfettario di € 18.000,00 - I.V.A. esclusa, di cui l'importo di € 8.000,00 per i servizi di cui alla sezione I e l'importo di € 10.000,00 per i servizi di cui alla sezione II del contratto in parola, con le modalità previste all'art. 13 del contratto.

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

1. di approvare, per le motivazioni indicate in premessa, lo schema di contratto da sottoscrivere tra questo Istituto, nella persona del Direttore generale e legale rappresentante *pro tempore* Dott.ssa Antonia Ricci e la società Bio-x Diagnostics sa, con sede in Rochefort (Belgio), nella persona del Legale rappresentate dott. Philippe Hivorel, per la realizzazione dei servizi descritti all'art. 3 della Sezione I e all'art. 7 della Sezione II del contratto, documento che si allega al presente provvedimento quale

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- parte integrante e sostanziale, senza i relativi allegati I e II, conservati agli atti presso questa struttura (*allegato n. I*);
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 si impegna a svolgere i servizi indicati all'art. 3 della sezione I e all'art. 7 della Sezione II del contratto - posti sotto la responsabilità scientifica della dott.ssa Anna Toffan, dirigente veterinario in servizio c/o la "SC6 Virologia Speciale e Sperimentazione", e che i servizi di cui alla Sezione II saranno svolti successivamente al completamento dei test per i quali viene fornito il materiale di cui alla Sezione I, qualora i risultati dei test siano ritenuti soddisfacenti;
 4. di prendere atto, altresì, che con la sottoscrizione del predetto contratto, della durata di 36 mesi dalla data di sottoscrizione, la società si impegna a corrispondere all'Istituto € 18.000,00 - I.V.A. esclusa, di cui l'importo di € 8.000,00 per i servizi di cui alla sezione I e l'importo di € 10.000,00 per i servizi di cui alla sezione II del contratto in parola, con le modalità previste all'art. 13 del contratto;
 5. di rilevare il ricavo derivante dal presente provvedimento, al sottoconto 620011003 "Ricavi per prestazioni sanitarie erogate a soggetti privati – Altre convenzioni" attribuito pro quota a ciascun esercizio finanziario secondo il criterio di competenza economica".

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.

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

VISTA la delibera del Direttore generale n. 372 del 14 ottobre 2020 con la quale la dott.ssa Gioia Capelli è stata nominata Direttore sanitario dell'Istituto.

VISTA la delibera del Direttore generale n. 101 del 10 marzo 2021 con la quale il dott. Massimo Romano è stato nominato Direttore amministrativo dell'Istituto.

ACQUISITO il parere favorevole del Direttore amministrativo e del Direttore sanitario per quanto di competenza, espresso ai sensi dell'art. 15 dello Statuto dell'Istituto, adottato con delibera del CdA n. 12 del 24 maggio 2021 e approvato con delibera della Giunta regionale del Veneto n. 1308 del 28 settembre 2021.

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

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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, per le motivazioni indicate in premessa, lo schema di contratto da sottoscrivere tra questo Istituto, nella persona del Direttore generale e legale rappresentante *pro tempore* Dott.ssa Antonia Ricci e la società Bio-x Diagnostics sa, con sede in Rochefort (Belgio), nella persona del Legale rappresentate dott. Philippe Hivorel, per la realizzazione dei servizi descritti all'art. 3 della Sezione I e all'art. 7 della Sezione II del contratto, documento che si allega al presente provvedimento quale parte integrante e sostanziale, senza i relativi allegati I e II, conservati agli atti presso questa struttura (*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 si impegna a svolgere i servizi indicati all'art. 3 della sezione I e all'art. 7 della Sezione II del contratto - posti sotto la responsabilità scientifica della dott.ssa Anna Toffan, dirigente veterinario in servizio c/o la "SC6 Virologia Speciale e Sperimentazione", e che i servizi di cui alla Sezione II saranno svolti successivamente al completamento dei test per i quali viene fornito il materiale di cui alla Sezione I, qualora i risultati dei test siano ritenuti soddisfacenti;
4. di prendere atto, altresì, che con la sottoscrizione del predetto contratto, della durata di 36 mesi dalla data di sottoscrizione, la società si impegna a corrispondere all'Istituto € 18.000,00 - I.V.A. esclusa, di cui l'importo di € 8.000,00 per i servizi di cui alla sezione I e l'importo di € 10.000,00 per i servizi di cui alla sezione II del contratto in parola, con le modalità previste all'art. 13 del contratto;
5. di rilevare il ricavo derivante dal presente provvedimento, al sottoconto 620011003 "Ricavi per prestazioni sanitarie erogate a soggetti privati – Altre convenzioni" attribuito pro quota a ciascun esercizio finanziario secondo il criterio di competenza economica".

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
dott.ssa Antonia Ricci

Sul presente atto deliberativo ha espresso parere favorevole

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Il Direttore amministrativo
dott. Massimo Romano

Il Direttore sanitario
dott.ssa Gioia Capelli

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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. 191 del 23/06/2022

OGGETTO: Approvazione dello schema di "Service and Research agreement" tra questo Istituto e Bio-x Diagnostics sa

Publicata dal 23/06/2022 al 08/07/2022

Atto immediatamente esecutivo

Il Responsabile della Pubblicazione
Fabienne Milan

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Elenco firmatari

Questo documento è stato firmato da:

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

Dott. Massimo Romano - Direzione Amministrativa

Dott.ssa Gioia Capelli - Direzione Sanitaria

Dott.ssa Antonia Ricci - Direzione Generale

Fabienne Milan - Gestione Atti

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SERVICE AND RESEARCH 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, Director General and Legal Representative,

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

and

BIO-X DIAGNOSTICS SA, having its offices at 38, rue de la Calesienne 5580 Rochefort (Belgium), VAT n., BE0441.580.721 and hereby legally represented by the immunological Research and Development manager Dr M.A Vernet and the Managing Director and legal Representative Dr Philippe Hivorel, hereinafter referred to as the “Bio-X Diagnostics” or “Company” (hereinafter referred to as the “**Company**” or “**Customer**”

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

WHEREAS, IZSVe is a well-known research institute providing high technical support in veterinary and public-health activities to the national and regional governments, to international organisations and delivers services necessary for satisfying the needs of agricultural/food – processing production system and ensuring consumer protection as well as to contribute to the prevention of trans-boundary animal diseases and diseases at the human animal interface

WHEREAS, IZSVe is also involved in providing diagnoses and research on infectious livestock diseases and zoonoses, quality control of foods of animal origin for human consumption, control of animal feed, epidemiologic surveillance and monitoring, planning of animal health programs, training of veterinary service personnel and production of biopharmaceuticals;

WHEREAS, IZSVe pursuant to art. 1, paragraph 6, of Legislative Decree n. 270/1993, and art. 5, paragraph 1 of the Agreement on the Management of the IZSVe executed among Regione Veneto, Regione Autonoma Friuli Venezia Giulia, Provincia Autonoma di Bolzano e Provincia Autonoma di Trento as approved by the Regional Law of the Regione Veneto n. 5/2015, is authorized to execute service agreements with public entities, associations, public or private organizations and entities

WHEREAS, the Company is a very well-known global group having the mission to benefit the health and well-being of mankind by contributing to the diagnosis of animal infectious diseases.

WHEREAS, IZSVe is interested in performing the services requested by the Company in compliance with the rules in force regarding the management of the Institute;

WHEREAS, IZSVe has the capabilities to conduct the commissioned services and willing to conduct the services for BIOX in compliance with the terms of this Agreement and the rules in force regarding the management of the Institute.

NOW, THEREFORE,

In consideration of the foregoing recitals, of the Project and its Annex which are expressly incorporated by reference into the body of this Agreement and are made a part hereof and in consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties hereto, individually and by their respective agents and representatives, do hereby covenant and agree as follows:

1. DEFINITIONS

Unless specifically set forth to the contrary under this Agreement, the following terms, whether used in the singular or plural, shall have the respective meanings set forth below.

"Agreement" shall mean this Agreement and the Annexes attached thereto.

"Services" shall mean the scientific activities executed by IZSVe pursuant to its best high standard to comply with the Project and Annex I.

"Project" shall mean the Project regarding the development of the BioxELISA Nodavirus test for the detection of antibodies against betanodavirus in sea bass.

"Compensation" shall mean the payment due to IZSVe set forth in art. 13 herein for the services rendered pursuant to this Agreement.

"Confidential Information" includes all information, documentation, material, instrument, knowledge, data or know-how whether technical or non-technical, relating to the Services that is disclosed, orally, electronically, visually or in writing, or by any other means of disclosure whatsoever by a Party or its Affiliates ("Disclosing Party") to the other Party or its Affiliates ("Receiving Party") pursuant to this Agreement. The Confidential Information may include, but is not limited to, information of any kind, scientific, medical, marketing, industrial, commercial, technical, financial, strategic, etc., relating to the Services/this Agreement.

"Affiliates" shall mean (i) any corporation or business entity of which fifty percent (50%) or more of the securities or other ownership interests representing the equity, the voting stock or general partnership interest are owned, controlled or held, directly or indirectly, by a Party; or (ii) any corporation or business entity which, directly or indirectly, owns, controls or holds fifty percent (50%) (or the maximum ownership interest permitted by Applicable Law) or more of the securities or other ownership interests representing the equity, the voting stock or, if applicable, the general partnership interest, of a Party; or (iii) any corporation or business entity of which fifty percent (50%) or more of the securities or other ownership interests representing the equity, the voting stock or general partnership interest are owned, controlled or held, directly or indirectly, by a corporation or business entity described in (i) or (ii).

"Applicable Law" means all applicable legal acts, statutes, ordinances, regulations, rules, orders or guidance of any regulatory authority or other governmental agency.

"Final Report" shall mean the report in writing containing, experimental results including, clinical observations.

"Partial Report" shall mean the report in writing containing the scientific results generated by IZSVe at the Termination Date.

"Legal Interest" shall mean the interest paid by the Company to IZSVe for the delay in payment of the Consideration, in full or in part, at the rate set forth by the Legislative Decree n. 231/2002.

"Principal Investigator" shall mean the scientist in charge of the experimental trial.

"Personnel" shall mean the personnel of the IZSVe involved in the services.

"Company Proprietary Materials" shall mean any tangible chemical, biological, or physical material molecules, compounds, samples, of any kind that are furnished by the Company to the Supplier for use in the provision of the Services, or to be tested or in relation to which an analytical method is required to be developed and/or validated, and/or as Company determines necessary for the conduct of the Services.

"Termination Date" shall mean the date of termination of this Agreement pursuant to art. 17 herein.

"Background" shall mean all knowledge and information independently acquired and/or held in any capacity by a Party prior to the commencement of this Agreement, as well as any intangible asset protected under national, Community and international intellectual and industrial property law created or otherwise obtained prior to the commencement of this Agreement.

"Sideground" means all knowledge and information developed, results acquired, as well as any other intangible asset protected under national, European Community and international legislation on intellectual and industrial property and copyright, created or otherwise achieved by a Party during the term of this Agreement but not in performance hereof, even if within the same technical or scientific field covered by this Agreement;

"Foreground" means all knowledge and information developed, results acquired, as well as any further intangible assets protected under national, Community and international legislation on intellectual and industrial property and copyright, if created or otherwise achieved in the performance of this Agreement and by reason thereof (final report).

"Patentable results": this means all the results deriving from the activity carried out under this Agreement that may be the subject of a patent or registration pursuant to the provisions of the Industrial Property Code (Legislative Decree no. 30 of 10 February 2005, hereinafter the IPC).

"Intellectual Property" means all rights in inventions, patents, copyrights, design rights, trade names, trademarks, service marks, trade secrets, know-how, database rights, domain names and all other intellectual property rights (whether registered or unregistered) and all applications and rights to apply for any of them, anywhere in the world.

"Third Party" means an entity other than Company, SUPPLIER or an Affiliate of either Party.

"Material Section I": shall mean the betanodavirus (either as live or killed virus or antigenic particles) and the sera supplied to IZSVe as detailed in art.3, its Progeny and Unmodified Derivatives, (but does not include Modifications or other substances created by the Recipient through the use of 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 which contain or incorporate the Material, such as homologous recombination products, germ line transmission products, crossover products, novel varieties, cell fusion, sub-clonation products, ecc

ART. 2 OBJECT OF THE AGREEMENT

The object of this Agreement are the services to be rendered by IZSVe to the Company represented by the purchase of the material specified in Section I, that will be used only for: Improving the BioxELISA Nodavirus test and the Evaluation study of its performances specified in Section II pursuant to the specifications set forth in Annex I and Annex II hereto.

The Services under Section II will be performed subsequent to the completion of the testing for which Section I material is provided, if the results of the testing are deemed satisfactory. BiOX will notify IZSVe of its willingness to avail itself of the services under Section II within 60 days of the completion of the tests.

No changes to the activities described in Annex I and Annex II will be made without the prior written consent of the Parties. In the event that such changes lead to differences in the costs of the services, the final consideration will be adjusted by an amount mutually agreed by the parties in writing.

In case of disagreement on the adjusted consideration, the parties may withdraw from the Agreement pursuant to Art. 14.

Any amendments must clearly specify the modification requested both from a technical, scientific and economic point of view.

SECTION I – MATERIAL TRANSFER

ART. 3 MATERIAL TRANSFER

IZSVE shall transfer the BIOX, only for research activities under this agreement, the strains below specified and in Annex II within thirty (30) days after the signing of the present Agreement by both Parties

Microorganism/Other biological material	Isolate ID Sample type	Year of isolation/Sa mple Collection date	Species	Substrate of Isolation	Comments	Quantity
Characterized sera from farms	/	2017-2021	Sea bass (<i>D. labrax</i>)	/	70 positive sera, 40 doubtful, 28 negative (raw data in Annex II)	138
Virus like particles (VLP)	283.2009	Produced in 2021	/	Produced and purified from <i>E.coli</i>		150 micrograms
Formalin killed Betanodavirus	283.2009 RGNNV	2009	Sea bass (<i>D. labrax</i>)	E-11		4 mL

Additional strains not included in the table, may be required to IZSVE by BIOX, and the transfer price will be agreed between the Parties in writing.

ART 4 TRANSPORT

The Material purchased by BIOX from IZSVE will be delivered from IZSVE to BIOX warehousing and production facilities in Belgium using a delivery schedule to be mutually agreed by both Parties. BIOX shall bear all the delivery cost and other costs associated with transport. All products thus supplied should be “fit for purpose”.

Following receipt of the Products in fit for purpose condition at BIOX facilities, all liabilities relating to Products will be the responsibility of BIOX.

ART5 WARRANTY AND LIABILITY

BIOX acknowledges that the Strains are supplied with no warranties, express or implied, including but not limited to any warranty of fitness for a particular purpose.

Specifically, BIOX acknowledges that detailed information on the virus phenotype for these strains, including genetic and antigenic properties, are available at the IZSVE and provided, if requested.

IZSVE and its directors, officers, employees assume no liability and make no representation in connection with the Strains or derivatives or information or their use by BIOX or its investigators.

However IZSve represents and warrants the BIOX 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.

In no event shall IZSve be liable to BIOX for any use of the Strains by BIOX

If the Strains are not delivered in sufficient amounts, BIOX shall send a written notification to IZSve within thirty (30) days after the receipt of the Strains (or in case non-delivery of Strains, within thirty (30) days of the agreed date of shipment). In these cases, IZSve shall replace the Strains only. This warranty is valid if BIOX ensures that the Strains have been stored or processed as indicated in the documents that will accompany the Strains.

BIOX 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 Strains. BIOX agrees to indemnify, defend and hold harmless IZSve and its employees against all third party claims, losses, expenses and damages, including reasonable attorneys' fees that occurred after the moment the Strains left the laboratory of IZSve and are in **BIOX** possession.

ART 6 USE OF THE MATERIAL AND INTELLECTUAL PROPERTY

Subject to the terms and conditions herein, BIOX expressly agrees that no other use detailed above are allowed, unless IZSve expressly agrees to.

BIOX agrees that the Material:

- a) will not be used for Commercial Purposes; any commercial use of the Material is strictly forbidden. BIOX undertakes not to sell, lend, supply, 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.

BIOX 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, BIOX will provide to IZSve with a summary of the Research Activities obtained with the Material.

BIOX will use the Material in compliance with all *BELGIUM* laws and governmental regulations guidelines recommendations issued by national and international body applicable to the Material and Modifications.

The strain shall not be incorporated into any service or product for sale, or used for the commercial provision.

BIOX is free to release scientific publications concerning the outcomes of the scientific research carried out with the Strains. Every publication referred to the Strains or Derivatives shall acknowledge the source of the material, giving the due reference to IZSve.

All intellectual property rights resulting from the development of products for which BIOX or any BIOX affiliate has used the Strains as research materials shall be the sole property of BIOX and BIOX shall have the right at its own discretion to apply for patents in its own name and at its own expense.

SECTION II EVALUATION STUDY OF BioxELISA Nodavirus TEST PERFORMANCES

ART 7 OBJECT OF SERVICES

The object of this Section are the services to be rendered by IZSVe to the Company represented by the evaluation of the BioxELISA Nodavirus test performances hereinafter referred to as “validation” and specified in Annex I.

ART. 8 PERFORMANCE OF SERVICES

- 8.1 IZSVe shall communicate in writing to the Company on request the working progress of the Services rendered pursuant to this Agreement. Upon completion of the Services IZSVe shall submit to the Company a Final Report in writing within 90 days of the conclusion of its research that shall comply with the contents of Annex I attached hereto.
- 8.2 During the term of this Agreement, the Parties may meet periodically in order to check and/or clarify and/or up to date the Services’ working progress. The meetings will be held at IZSVe’s headquarters or by videoconference or in any other convenient place as agreed by the parties and they will be attended by the Personnel involved in the Project.

ART. 9 COMPANY PROPRIETARY MATERIALS

- 9.1 The Company undertakes to supply IZSVe with the materials necessary for its performance, as defined in Annex I, and for the entire duration of the agreement and in the quantities necessary and sufficient for the execution of activities. In the event that IZSVe considers the Material not suitable for the execution of the service, as requested by the Company, it will promptly send a notice to obtain the replacement of the Material.
- 9.2 The Company agrees to release and hold IZSVe harmless from any and all direct indirect or consequential damages, which may occur during the transport of the Materials
- 9.3 IZSVe acknowledges and agrees not to provide to any third party samples, or other materials provided by the Company, without its prior written consent.
- 9.4 **Use of Company Proprietary Materials:** The Supplier : (i) shall use the Proprietary Materials only to perform the Services in accordance with the Agreement; (ii) shall not chemically, physically, or otherwise modify the Proprietary Materials, except if specifically required by the Agreement; and (iii) shall handle, store, and dispose of the Proprietary Materials in compliance with all applicable local, state, laws, rules, and regulations including, but not limited to, those governing hazardous substances.

ART. 10 WARRANTIES AND LIABILITY

- 10.1 **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, 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.
- 10.2 The Company is aware that the activities forming the subject of the Research and all Foreground rights created or carried out are experimental and therefore provided with no explicit or implicit warranty, including their tradability and/or suitability for a particular use.

If allowed by the terms of the present Agreement or any deed related thereto, and if the Company intends to directly or indirectly sell or make commercial use of Foreground rights, entirely or in part, the Company itself shall be considered the only Party responsible for damages, may they be direct or

indirect, deriving in any way from the activities related to the sale or commercial use by third parties of Foreground rights, and shall hold the IZSVe harmless from any claims made in relation thereto.

- 10.3 Pursuant to the above paragraph, the Contractor, to the extent allowed by law, shall hold the University harmless and indemnified from any and all losses, damages, liabilities, costs or expenses, including legal fees, arising from or in any way connected to claims and objections raised by any third party in relation to the sale or commercial use of Foreground rights, entirely or in part.

IZSVe represents that it has the requisite expertise, ability and legal right to perform the obligations under this Agreement and that it will perform the obligations under this Agreement in an efficient and ethical manner and using its best efforts. IZSVe will abide by all laws, rules and regulations that apply to the performance of the obligations under this Agreement, as well as the policies of the Company, where required and provided by the Company.

ART. 11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 **Rights of the Parties on the background and on the sideground.** Each Party is the owner of the intellectual and industrial property rights pertaining to its own Background and Sideground. The Parties mutually acknowledge that nothing in this Agreement shall be construed to directly or indirectly imply the transfer of any right on the Parties' Background and/or Sideground.

Without prejudice to the provisions of paragraph 9.1, the Parties mutually acknowledge the gratuitous and non-exclusive right to use their respective Backgrounds in the implementation of this Agreement, and in relation to its subject, during the term of this Agreement. Sub-licensing or transfer to third parties under any title whatsoever is expressly forbidden.

On the other hand, the Sideground pertaining each Party may not be used by the other Party without the express authorisation, in writing, of the holder thereof.

- 11.2 **Rights of the Parties on the Foreground.** The Parties hereby acknowledge and agree that the Final Report or the Partial Report and the results contained therein shall be ruled as follows:

The Parties agree that the intellectual property rights relating to the results of the provision of the Services (Foreground) are retained by the Company.

IZSVe warrants that the use and exploitation of the results by the Company shall not infringe any intellectual property rights owned by a third party, including but not limited to any patents, copyrights, registered designs or other rights relating thereto. IZSVe undertakes not to oppose previous intellectual property rights relating to the use and/or exploitation of the results.

Nevertheless, by signing this contract, IZSVe retains the irrevocable, free of charge and perpetual right to use the data and information contained in the above scientific reports for teaching and institutional research activities (with the express exclusion of research carried out on behalf of third parties).

IZSVe cannot publish the results without the prior written consent of the Company. Approval will not be unreasonably withheld. It is understood that after 30 days from the transmission to the Company of the text to be published, IZSVe shall be free to publish even without having received any express approval.

IZSVe warrants and represents that the Company 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.

With the signing of this agreement, IZSVe retains the perpetual, free and non –revocable right to use the data and information contained in the aforementioned scientific reports for the performance of teaching and institutional research activities (with the deliberate exclusion of any research carried out on behalf of third parties), including the creation of scientific publications in compliance with the conditions set out in the following article.

ART 12. SCIENTIFIC PUBLICATIONS AND PRESENTATIONS OF RESULT

12.1 Without prejudice to Article 11, IZSVe reserves the right to publish and present, entirely or in part, the results of the activities that are the subject of the present Agreement provided the confidential delivery of a draft of the publication and/or presentation is made to the Contractor at least 30 (thirty) days prior to delivery thereof to third parties.

The company may:

- a) No later than 20 (twenty) days from receipt of the draft, notify the other party in writing as to which confidential information must not be revealed to third parties; or
- b) No later than 20 (twenty) days from receipt of the draft, request in writing that the publications and /or presentation is postponed for a period not exceeding 90 (ninety) days in order to allow for the filing of an application for intellectual property rights where the Party has the right thereto on terms of this agreement or applicable laws

12.2 In the event that the party fails to reply as above indicated (comma 1), the other party may, without further notice, freely send a draft of the publication and/or presentation to a third party

SECTION III GENERAL CONDITIONS

ART. 13 CONSIDERATION

13.1 For service identified in Section I, the Company shall pay a lump sum of €8.000,00 (in words eight thousands Euros) plus VAT, if applicable, against presentation of regular invoice.

Shipping costs are not included. Shipping costs via dedicated courier company will be charged on the BIOX.

The Company undertakes to make all payments due under this Agreement within 30 days after the receipt of invoice by IZSVe.

All payments by the Company shall constitute admission by the Company as to the performance by IZSVe of its obligations under this Agreement.

13.2 For the services identified in Section II the Company shall pay to IZSVe for all Services rendered pursuant to this Agreement a lump sum of € 10.000,00 (VAT excluded) against presentation of regular invoice, according to the following terms:

- a first installment equal to 50% of the Consideration (i.e. € 5.000,00 VAT excluded) at the execution of this Agreement;
- a final balance equal to 50% of the Consideration (i.e. €5.000,00 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 Agreement within 30 days after the receipt of invoice by IZSVe.

All payments by the Company shall constitute admission by the Company as to the performance by IZSVe of its obligations under this Agreement.

- 13.3 In case the of payment's delay exceeds one hundred and eighty (180) days, IZSVe may terminate this Agreement pursuant to art.7 of this Agreement, without prejudice to its right to claim for further damages, if any.
- 13.4 **Increase of compensation.** In case laboratory/instrumental test and/or additional services/activities not included in the foreseen and agreed compensation fee are deemed necessary to perform the activities during the course of the service, the Parties may integrate this agreement with an amendment providing for an increase in the agreed fee.
- 13.5 **Reimbursement of additional expenses.** The Company will reimburse IZSVe for all additional expenses resulting from activities not provided for in the Project or in subsequent amendments thereto, and not already included in the consideration, if such activities are indispensable for appropriated managing the Service, provided that such additional activities and costs are approved in writing. Invoices issued by IZSVe for the reimbursement of expenses must be accompanied by the relevant receipts. The total amount of the sum due for additional expenses must be paid within 30 days from the date of issue of the invoice.

ART. 14 PRINCIPAL INVESTIGATOR

IZSVE hereby appoints Dr. Anna Toffan as its Principal Investigator, who may use, in order to implement the present agreement, permanent or temporary staff members, operating under his responsibility, qualified for the performance of the same, who have previously received adequate training required by current legislation. If for any reason she may be unable to continue to serve as Principal investigator, the substitute shall be mutually agreed by the Parties. If for any reason the substitute of the Principal Investigator is not acceptable by the other Party, this Agreement may be terminated pursuant to art. 19.

ART. 15 TREATMENT OF CONFIDENTIAL INFORMATION

- 15.1 During the term of this Agreement and for a period of 60 months following its expiration (or upon termination of the agreement) the IZSVe and the Company agree to keep confidential, for themselves and on behalf of their employees and/or collaborators:
- a) keep the utmost secrecy regarding any Confidential Information it may become directly or indirectly aware of in connection with this Agreement, and not to disclose or communicate such information, in any manner whatsoever, to anyone, without the prior written consent of the Disclosing Party;
 - b) to take any appropriate measure to ensure the protection and integrity of the Confidential Information within its premises (including but not limited to taking any reasonable measure to prevent and protect Confidential Information against theft, copy or reproduction or any unauthorized use, disclosure or dissemination);

- c) not to use the Confidential Information for any purpose other than the one intended to perform the activities of the Agreement without the prior written consent of the Disclosing Party;
- d) to limit the communication of Confidential information only to those members of its staff who need to have access thereto in order to properly perform the activities foreseen in the Agreement (and provided however that they are bound by the same confidentiality obligation in this Agreement). The Recipient is responsible to ensure that such people comply with these confidentiality and non-disclosure obligations;

The Parties expressly agree that Confidential Information is relevant, essential and confidential and its disclosure would seriously affect the effectiveness and success of the service, and that any breach of this clause constitutes a material breach of this agreement

Upon termination of this Agreement for any reason whatsoever and at any time upon request and instructions of the Disclosing Party, the Disclosing Party must be provided with all documents and media embodying the Confidential Information as well as all originals, copies, extracts and summaries of document materials, and other manifestation of Confidential Information except for one (1) copy that may be kept in its legal files for evidentiary purpose only. If not provided to the Disclosing Party, the aforementioned material must be destroyed. Notwithstanding the return or disposal of the Confidential Information, each party will continue to be bound by its non-disclosure and confidentiality obligations and other obligations hereunder.

- 15.2 However, Confidential Information shall not be considered as such in case:
- a) it is in the public domain prior to the disclosure by the Disclosing Party, or becomes public subsequently, without breach of this agreement;
 - b) it becomes public after the transfer of information from one party to the other due to a fact not attributable to the receiving party
 - c) it was known or used by the Receiving Party at the time or prior to its disclosure by the Disclosing Party to the Receiving Party, as evidenced by the Receiving Party's written records;
 - d) it is rightfully acquired by the Receiving Party from a Third Party not subject to confidential obligations towards the Disclosing Party and without restriction or violation of the Agreement;
 - e) is developed independently of the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as evidenced by the documents or other evidence in the Receiving Party's possession.
 - f) a Party is required to disclose the Confidential Information to the Judicial or Administrative Authorities by reason of an obligation under the law or regulations, or by the Judicial or Administrative Authorities themselves; in such case, the Party receiving the obligation shall promptly inform the other Party in writing prior to disclosure as to the timing and manner of such disclosure; if such prior notice is objectively impossible, notice shall be given immediately thereafter in order to limit disclosure as much as possible.

For the purposes of application of this article, Third Parties shall mean all individuals other than the Parties who are not representatives, employees, collaborators or consultants of the Parties themselves. In any case, in relation to the individual Confidential Information that may be relevant from time to time, Third Parties shall also include the subjects indicated above in cases where, due to the nature of their relationship with the Parties, they have no reason or need to know one or more Confidential Information, or where the Party entitled to such information has expressly forbidden the communication of Confidential Information to their address.

ART. 16 USE OF TRADEMARKS

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.

ART. 17 TERM

This Agreement shall be valid as of the date that is signed by the Parties and shall remain in force n. 36months, or in any case, until the completion of the Services by IZSVe and payment by the Company of the corresponding compensation.

The present Agreement shall be renewable by written consent of the Parties, only once, for further 12months

ART. 18 TERMINATION

18.1 If there is a serious breach, each party has the right to terminate the present Agreement, by notice or registered mail given to the other party with a minimum notice of 30 days

The termination will be effective upon receipt of the communication. The violation of any obligation, main or ancillary, repeated despite the warning to fulfill by the counterpart will constitute a serious breach. In particular:

- in case of failure to pay the due amount pursuant to Article 5 of the present Agreement and 180 days have elapsed from the expiry of the terms provided therein
- if there is a change and /or modification in the type, structure and organizational set-up of the company, such as a merger demerger incorporation, conversion or transfer of assets that prevent the continuation of the activities et out in the contract;
- if there is a serious breach by the company of the obligations arising from art. 15, 11.1 e 16 or by IZSVe, of the obligations arising from art. 2,3,7, 11.1 and 16.

The fulfillment of the party pending receipt of the notice of termination heals the non –fulfillment but does not affect the right of the other party to ask for compensation for any damage suffered

18.2 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.

18.3 The Samples received by IZSVe prior to the receipt of the termination notice, which have not been used, shall be returned to the Company at costs and expenses of the Party that exercised the termination right. In the event of such a termination, IZSVe will communicate to the Company the results generated until the Termination Date and will deliver a partial report to the company within 90 days after termination.

18.4 In the event of a termination of the agreement and in case the Company is the defaulting party, the obligations assumed and the expenses incurred by IZSVe on the date of the notice of termination are in any case without prejudice. In particular, the company shall reimburse IZSVe with the compensation due for the activities already carried out, as well as all documented and non-revocable expenses in order to ensure the correct and effective execution of the service.

In the event of a termination of the agreement and in case IZSVe is the defaulting party, IZSVe will be requested to return to the company part of the amount already paid that exceeds the one relating to the activities already performed by IZSVe. The company shall bear only the costs incurred by IZSVe in accordance with the agreement and for the services actually performed until the date of termination

(excluding costs resulting from non –cancellable commitments, entered into by IZSVe for services not performed on the date of termination) but at maximum the price forth in the respective Agreement.

ART. 19 WITHDRAWAL

- 19.1 Each Party has the right to withdraw from this Agreement at any time, by giving sixty (60) days' notice in writing,
- 19.2 The termination will not affect the obligations already performed by the Parties or the ones in progress at the time of termination. These obligations are governed by article 13 of this Agreement.
- 19.3 The withdrawal will not entail any right of one party to make claims for compensation or requests of payment in addition to what has been agreed against the other.

ART. 20 FORCE MAJEURE

- 20.1 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 art. 18.
- 20.2 A party shall not be held responsible towards the other for the failure, inaccurate or delayed fulfillment of its obligations established in this agreement in the event of a direct or indirect unforeseeable circumstance, force majeure or any other cause not attributable to the party.

For the purposes of this clause, by way of example and not exhaustive, “Force Majeure event” shall include any event (i) beyond the control of either Party (ii) that may prevent this Party from fulfilling its obligations under this Agreement, (iii) which could not have been reasonably foreseen when the Agreement was executed and (iv) whose effects cannot be avoided by appropriate measures. For example but not exhaustive: natural disasters, fires, floods, wars (declared or undeclared), civil uprisings, riots, embargoes, sabotage, accidents, labor disputes, strikes, provisions of any public or governmental authority, including applicable laws, ordinances, rules and regulations.

In the event of such Force Majeure, the affected Party shall promptly notify the other Party in writing. If the force majeure lasts more than 90 days, the Party unaffected by the Force Majeure shall have the right to terminate the Agreement; the notice of termination shall be made according to Article 30 of this Agreement.

ART. 21 SURVIVING PROVISIONS

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.

ART 22 SAFETY HEALTH CARE

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 stipulate adequate insurance policies covering the damages, third party civil liability and accidents that may be caused by or issued from its personnel. The Company will release and hold IZSve harmless from any liability and from any claim that the insurance companies may raise against IZSve for any reason or title.

ART. 23 INSURANCE

In case the Company's employees or consultants shall perform any kind of activities within IZSve premises, visits and inspections included, the Company shall stipulate adequate insurance policies covering the damages, third party civil liability and accidents which may be caused by or issued from its personnel. The Company will release and hold IZSve harmless from any liability and from any claim that the insurance companies may raise against IZSve for any reason or title.

ART 24 TREATMENT OF PERSONAL DATA

- 24.1 The Parties agree to comply with the provisions of the General Data Protection Regulation UE 2016/679 (GDPR), and other data protection applicable laws. The Parties mutually undertake to process and, if necessary, to communicate to third parties the personal data contained in this Contract, or in any case acquired during its execution, for the sole purpose of fulfilling the commitments undertaken thereunder or for the fulfilment of the obligations connected therewith
- Each Party will be able to exercise its rights to access, rectify and erase, oppose and restrict processing any personal data collected by the other Party.
- The Company may write to dpo@izsvenezie.it any time in order to exercise its rights, in compliance with the applicable laws and regulations of the competent authority.
- IZSve may write to p.hivorel@biox.com any time in order to exercise its rights, in compliance with the applicable laws and regulations of the competent authority.
- For the purposes of this Article, the term "personal data" means any information relating to an individual or from which an individual can be identified.
- Each Party acknowledges that the other Party carries out, for the purposes of the execution of this Agreement, the processing of personal data concerning the Agreement, collected and stored during the execution of the Agreement and for the time necessary for the performance of the purposes pursued.
- Each Party has a right to access, rectify or delete its personal data, the right to limit processing, the right to portability, to object to processing and to file a complaint with a competent authority within the limits provided for by applicable laws and regulations.
- 24.2 In the event that a Party is aware of an actual or potential security breach (including, without limitation, any accidental or intentional destruction, loss, alteration, unauthorized disclosure or unauthorized access to personal data) involving the other Party's premises, networks or systems or those of any of its employees, agents, representatives and/or consultants and to any of its affiliates or affiliates' employees, agents, representatives and/or consultants (referred to as the "Representatives") who may be concerned by this Master Agreement, this Party shall:
- a) inform the other Party immediately after becoming aware of such a breach;
 - b) assist the other Party in investigating, remedying and taking any action that the parties consider necessary regarding the breach and the personal data impacted.

ART. 25 ANTI- CORRUPTION AND CODE OF CONDUCT

25.1 The Company declares that it has read the:

- Code of Ethics and Behavior of the IZSve, approved with DCA n. 12/2017, available in the “Transparent Administration/General Provisions” section of the Institute/website at the following link <http://www.izsvenzie.it/amministrazione-trasparente/DL33/atticodice.xml> and to adhere to the principles contained therein and to observe, if compliant, the rules provided for by the same Codes;
- Three-year plan for the prevention of corruption and transparency of the IZSve, published on the institutional website <https://www.izsvenzie.it/amministrazione-trasparente/DL33/altricorruzione.xml>

25.2 The Parties also undertake to comply with the national legislation on the prevention of corruption (Law n. 190/2012 and subsequent amendments) and mutually undertake to immediately inform the other party of any possible violation of this article and will make available all information and documentation for any appropriate verification

25.3 Any violation of this article by IZSve or the Company constitutes a breach of the Agreement and will allow IZSve and the Company to terminate the agreement with immediate effect, pursuant art. 13.

IZSve reserves the right, at its sole discretion, not to proceed or to suspend this Agreement if:

- believes that a conflict of interest may arise between public and private activities;
- recognizes a possible prejudice or damage to the image or to its initiatives or activities.

The company must not in any way cause prejudice or harm the ethic of the primary institutional public function of the IZSve and must not expose it to the risk of appearing unduly influenced by private interests of an advertising and commercial nature.

ART. 26. WAIVER

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.

ART. 27 THIRD PARTIES RIGHTS

The Parties claim that all rights that allow the signing and performance of this agreement and that allow 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.

ART. 28 INDIPENDENT CONTRACTOR

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.

ART. 29 SEVERABILITY

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.

ART 30 LEGAL NATURE

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.

ART 31 ASSIGNMENT

This agreement and the rights and duties set forth herein may not be assigned, transferred, delegated or sub-contracted by either Party without the written consent of the other Party

ART 32 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.

ART 33 VAT, REGISTRATION FEE AND TAX DUTIES

The Parties claim that this 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.

ART 34 AMENDMENTS AND NOTICES

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 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.Servizio Affari Generali.*
Istituto Zooprofilattico Sperimentale delle Venezie
Viale dell’Università 10
35020 - Legnaro (PD)
ITALY
[e-mail: gferriani@izsvenezie.it](mailto:gferriani@izsvenezie.it)

If to the Company:*Att.*
.....
.....
.....
.....

ANNEXES

The annexes of this agreement are an integral and essential part of it.

ART. 35 NEGOTIATION

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.

ISTITUTO ZOOPROFILATTICO SPERIMENTALE
DELLE VENEZIE

Director General

Dott.ssa Antonia Ricci

BIO-X DIAGNOSTICS SA

LEGAL REPRESENTATIVE

Philippe Hivorel