



ISTITUTO ZOOPROFILATTICO SPERIMENTALE DELLE VENEZIE

LEGNARO (PD)

DELIBERAZIONE

DEL DIRETTORE GENERALE

N. 46 del 15/02/2023

OGGETTO: Approvazione dello schema di ``Service and research agreement`` tra questo Istituto e Innovative Diagnostics sarl

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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:

- 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. 12 del 24.05.2021 e approvato con DGRV n. 1308 del 28.09.2021 – 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*

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base di disposizioni degli enti cogherenti [...]”; il comma 2 del citato art. 5 stabilisce che *“Nelle more delle disposizioni di cui al punto precedente, l’Istituto continua ad applicare le modalità in atto”*;

- l’art. 6, comma 2, lett. e) del D. Lgs. n. 270/1993, 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 *“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 nota del 06.09.2022, acquisita al ns. prot. n. 8065 del 09.09.2022, la società Innovative Diagnostic sarl con sede a Grabels (Francia) – gruppo rinomato a livello internazionale specializzato nello sviluppo, produzione e commercializzazione di test sierologici e molecolari per la diagnosi di malattie batteriche e virali -, ha richiesto all’IZSve di addivenire alla stipula di un contratto avente ad oggetto l’esecuzione di uno studio sulla *“valutazione dei kit di estrazione e amplificazione del virus della BVDV su campioni di latte bovino”*.

In conformità alle sopraindicate disposizioni, al fine di dare seguito alla suindicata richiesta la dott.ssa Letizia Ceglie, dirigente biologo in servizio presso la *“SCT3 Laboratorio virologia diagnostica”*, ha inserito, in qualità di responsabile scientifico, la richiesta intranet n. 194560/2023 per attività rientranti nell’applicazione della citata DDG n. 317/2013, allegando il documento di Progetto, contenente la descrizione delle attività di ricerca e sperimentazione e la dichiarazione di non trovarsi in alcuna situazione, anche potenziale, di conflitti di interesse, il relativo quadro economico – che riporta sinteticamente i costi a carico dell’Istituto per le attività da svolgere - nonché lo schema di contratto con il relativo allegato tecnico, documenti conservati agli atti presso questa Struttura.

Lo schema di contratto, concordato per le vie brevi con la controparte – senza il relativo allegato A, conservato agli atti - è allegato al presente provvedimento quale parte integrante e sostanziale (*allegato n. 1*).

Con la sottoscrizione del predetto contratto – con decorrenza dalla data di ultima sottoscrizione per il periodo di 12 mesi o, in ogni caso, fino a completamento del servizio da parte dell’IZSve e al pagamento del corrispettivo da parte della società – la società Innovative Diagnostics sarl si impegna a corrispondere all’Istituto un importo forfettario di € 15.800,00 oltre IVA come per legge se dovuta, a fronte dell’espletamento da parte dell’IZSve dei *“Servizi”* di cui all’art. 2 del contratto in parola, con le modalità previste all’art. 5 del contratto.

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

1. di approvare lo schema di *“Service and research agreement”* tra l’Istituto Zooprofilattico Sperimentale delle Venezie, rappresentato dal Direttore Generale e legale rappresentante *pro tempore*, dott.ssa Antonia Ricci, e la società Innovative Diagnostic sarl con sede a Grabels (Francia) rappresentata dal Direttore Generale dr. Philippe Pourquier, documento che si allega al presente provvedimento quale parte

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- integrante e sostanziale (*allegato n. 1*), senza il relativo “*Allegato A*”, conservato agli atti della Struttura;
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 del “*Documento di progetto*” contenente la descrizione delle attività di ricerca e sperimentazione, e del relativo quadro economico, che contiene una sintetica descrizione dei costi a carico dell’Istituto – allegati alla richiesta intranet n. 194560/2023, conservati agli atti della scrivente Struttura – riferiti alle prestazioni da eseguire, poste sotto la responsabilità scientifica della dott.ssa Letizia Ceglie, dirigente biolgo in servizio presso la “*SCT3 – Laboratorio virologia diagnostica*”;
 4. di prendere, inoltre, atto che con la stipula del contratto in parola - efficace dalla data di ultima sottoscrizione per il periodo di 12 mesi o, in ogni caso, fino a completamento del servizio da parte dell’IZSVe e al pagamento del corrispettivo da parte della società, a fronte dell’espletamento da parte dell’IZSVe dei Servizi previsti all’art. 2, la società Innovative Diagnostics sarl si impegna a corrispondere all’Istituto il corrispettivo di € 15.800,00 (oltre IVA come per legge se dovuta) secondo le modalità indicate all’art. 5 del contratto;
 5. di rilevare il ricavo, derivante dal presente provvedimento, al sottoconto 620011003 “*Ricavi per prestazioni sanitarie erogate a soggetti privati – Altre convenzioni forfettarie*”, 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 lo schema di “*Service and research agreement*” tra l’Istituto Zooprofilattico Sperimentale delle Venezie, rappresentato dal Direttore Generale e legale rappresentante *pro tempore*, dott.ssa Antonia Ricci, e la società Innovative Diagnostic sarl con sede a Grabels (Francia) rappresentata dal Direttore Generale dr. Philippe Pourquier, documento che si allega al presente provvedimento quale parte integrante e sostanziale (*allegato n. 1*), senza il relativo “*Allegato A*”, conservato agli atti della Struttura;
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 del “*Documento di progetto*” contenente la descrizione delle attività di ricerca e sperimentazione, e del relativo quadro economico, che contiene una sintetica descrizione dei costi a carico dell’Istituto – allegati alla richiesta intranet n. 194560/2023, conservati agli atti della scrivente Struttura – riferiti alle prestazioni da eseguire, poste sotto la responsabilità scientifica della dott.ssa Letizia Ceglie, dirigente biologo in servizio presso la “*SCT3 – Laboratorio virologia diagnostica*”;
4. di prendere, inoltre, atto che con la stipula del contratto in parola - efficace dalla data di ultima sottoscrizione per il periodo di 12 mesi o, in ogni caso, fino a completamento del servizio da parte dell’IZSVe e al pagamento del corrispettivo da parte della società, a fronte dell’espletamento da parte dell’IZSVe dei Servizi previsti all’art. 2, la società Innovative Diagnostics sarl si impegna a corrispondere all’Istituto il corrispettivo di € 15.800,00 (oltre IVA come per legge se dovuta) secondo le modalità indicate all’art. 5 del contratto;
5. di rilevare il ricavo, derivante dal presente provvedimento, al sottoconto 620011003 “*Ricavi per prestazioni sanitarie erogate a soggetti privati – Altre convenzioni forfettarie*”, 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. 46 del 15/02/2023

OGGETTO: Approvazione dello schema di ``Service and research agreement`` tra questo Istituto e Innovative Diagnostics sarl

Publicata dal 15/02/2023 al 02/03/2023

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. Massimo Romano - Direzione Amministrativa

Dott.ssa Gioia Capelli - Direzione Sanitaria

Dott.ssa Antonia Ricci - Direzione Generale

Fagan Valeria - 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

Innovative Diagnostics Sarl, a French private company with offices at 310 rue Louis Pasteur, 34790 Grabels, France, Siret: 47812321900022, TVA FR17478123219, represented by Philippe Pourquier in his capacity as Director General.

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

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;

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 specialized in the development, production, and commercialization of serological and molecular tests for the diagnosis of bacterial and viral diseases.

WHEREAS, the Company requires IZSVe to perform a specific service aiming at the “*Evaluation of BVDV extraction and amplification kits on raw bovine milk specimen*”, for the benefit of the Company;

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 BI 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 premises, of the Project and any Annex which form an integral and substantive part of this Agreement and in consideration of the mutual agreements set forth below, the Parties, individually and by their respective agents and representatives, agree and stipulate 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 Annex A

"**Project**" shall mean the Project regarding the "*Evaluation of BVDV extraction and amplification kits on raw bovine milk specimen*" and better specified in Annex A attached hereto

"**Compensation**" shall mean the payment due to IZSVe set forth in art. 5 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 written report containing sample description, experimental conditions, processed data and validation's conclusions.

"**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.

"**Material/s**" shall mean the extraction and amplification kits/supplied to IZSVe as detailed in Annex A.

"**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. 12 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.

ART. 2 OBJECT OF THE AGREEMENT

The object of this Agreement is the services to be rendered by IZSVe to the Company represented by *"Evaluation of BVDV extraction and amplification kits on raw bovine milk specimen"* pursuant to the specifications set forth in Annex A hereto.

No changes to the activities described in Annex A 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.

ART. 3 PERFORMANCE OF SERVICES

- 3.1 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 A attached hereto.
- 3.2 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 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. 4 COMPANY PROPRIETARY MATERIALS

- 4.1 The Company undertakes to supply IZSVe with the materials necessary for its performance, as defined in Annex A, 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.

- 4.2 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
- 4.3 IZSve acknowledges and agrees not to provide to any third party samples, or other materials provided by the Company, without its prior written consent.
- 4.4 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. 5 CONSIDERATION

- 5.1 The Company shall pay IZSve for all Services rendered pursuant to this Agreement a lump sum of Euro 15.800,00 (VAT excluded) against presentation of regular invoice, according to the following terms:
- a first installment equal to 70% of the Consideration (i.e. Euro 11.060,00 taxes and pension fund included but VAT excluded) at the execution of this Agreement;
 - a final balance equal to 30% of the Consideration (i.e. Euro 4.740,00 taxes and pension fund included but VAT excluded) upon the termination of this Agreement;

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.

- 5.2 In case of payment's delay exceeding twenty (20) days, the Legal Interest will accrue on the outstanding amount running from the original term of payment until the full settlement.
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.
- 5.3 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.
- 5.4 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. 6 WARRANTIES AND LIABILITY

6.1 **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.

6.2 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.

6.3 Pursuant to the above paragraph, the Contractor, to the extent allowed by law, shall hold the IZSVe 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. 7 PRINCIPAL INVESTIGATOR

IZSVe hereby appoints Dr. Letizia Ceglie as its Principal Investigator, who may use, in order to implement the present agreement, permanent or temporary staff members, operating under her 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. 14.

ART. 8 TREATMENT OF CONFIDENTIAL INFORMATION

8.1 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 may become directly or indirectly aware of and 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.

8.2 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 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;
- c) 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;
- d) 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.
- e) 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 the 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. 9 INTELLECTUAL PROPERTY RIGHTS

9.1 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.

9.2 Rights of the Parties on the Foreground.

The Parties hereby acknowledge and agree that the Final Report and the results contained therein shall be ruled as follows:

Intellectual and industrial property rights on the Foreground shall belong to the IZSve and the Company in equal measure.

The Parties hereby acknowledge and agree that the Final Report is co-owned by the Company and IZSve and the related copyright is governed by this Agreement and the Italian law.

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.

Any patenting of joint results will be subject to a separate agreement. In this latter case, any publication will be subject to the completion of all procedures for patent protection of data.

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.

ART 10. SCIENTIFIC PUBLICATIONS AND PRESENTATIONS OF RESULT

10.1 It is hereby expressly forbidden to either Party to publish or give access to or disclose in writing, orally or any other form the scientific information, in all countries and all languages, in whole or in part, including any translation, abridgement, substantial part, modification or revision thereof, in book form, in a database on its own or with other works and in any form, including, without limitation, mechanical, aural, electronic and visual reproduction and publication, electronic storage and retrieval systems, including delivering of or giving access to the Final Report or Partial Report by electronic networks, and all other forms of electronic or electro-magnetic publication now known.

10.2 Should either Party wish or need to publish the Scientific Information, in full or in part, the relevant text of the proposed publication shall first be sent to the other Party for approval; the text shall not be published until the Party has given its express written approval.

In this case a draft of the publication and/or presentation is made to the other party at least 30 (thirty) days prior to delivery thereof to third parties.

The receiving Party 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.

In the publication or disclosure, the Parties shall mention that the Scientific Information arise from the cooperation between IZSVe and the Company. In the case of disclosure of the Final Report or Partial Report, the Company shall mention the names of the authors.

It is understood that after 30 days of the delivery of the text regarding the Scientific Information to the Company without receiving any approval, IZSVe shall be free to publish the text.

ART. 11 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. 12 TERM

This Agreement shall be valid as of the date that is signed by the Parties and shall remain in force n. 12 months, 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 6 months.

ART. 13 TERMINATION

- 13.1 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 set out in the contract;
- if there is a serious breach by the company of the obligations arising from art. 8,9.1 e 11 or by IZSVe, of the obligations arising from art. 2,9.1 and 11

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

- 13.2 Termination of this Agreement for any reason shall be without prejudice to the rights that 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.

- 13.3 The Material 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.
- 13.4 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. 14 WITHDRAWAL

- 14.1 Each Party has the right to withdraw from this Agreement at any time, by giving sixty (60) days' notice in writing,
- 14.2 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.
- 14.3 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. 15 FORCE MAJEURE

- 15.1 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. 13.
- 15.2 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. 16 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 17 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 by 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. 18 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 that may be caused by or issued by 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 19 TREATMENT OF PERSONAL DATA

19.1 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 rgdp@innovative-diagnostics.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.

19.2 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. 20 ANTI- CORRUPTION AND CODE OF CONDUCT

20.1 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>

20.2 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

20.3 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. 21. 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. 22 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. 23 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.²⁴

ART. 24 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 that must closely approximate to the purpose of this agreement.

ART 25 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 26 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 27 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 that might result in the application of the laws of any other jurisdiction). All disputes, controversies or differences that 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 28 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 29 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 Anticorruzione e Trasparenza*
Istituto Zooprofilattico Sperimentale delle Venezie
Viale dell'Università 10
35020 - Legnaro (PD)
ITALY
e-mail gferriani@izsvenezie.it

If to the Company: *Att.*
Loic COMTET
IDvet – Innovative Diagnostics
310 rue Louis Pasteur
34790 GRABELS

ANNEXES

The annex A of this agreement is an integral and essential part of it.

ART. 30 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

Innovative Diagnostics Sarl

Legal Representative

Philippe Pourquier