



ISTITUTO ZOOPROFILATTICO SPERIMENTALE DELLE VENEZIE
LEGNARO (PD)

DELIBERAZIONE

DEL DIRETTORE GENERALE

N. 55 del 20/02/2023

OGGETTO: Approvazione dello schema di ``Training Agreement`` tra questo Istituto e Weglogal s.r.l. per la realizzazione di un programma di training nell'ambito del progetto finanziato dall'UE ``Support to establishing disease surveillance and control programs and alignment with chapter 12 of the acquis``.

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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 *Atto sottoscritto digitalmente ai sensi del d.lgs. 82/2005 s.m.i. e norme collegate e sostituisce il documento cartaceo e la firma autografa*

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 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;
- nel 2019 la Commissione Europea, in nome e per conto della Repubblica del Kosovo, ha pubblicato il bando relativo al progetto “*Support to establishing disease surveillance and control programs and alignment with chapter 12 of the acquis*” finalizzato a fornire un sostegno al rafforzamento dei meccanismi di attuazione delle misure e delle politiche di controllo ed eradicazione delle malattie e preparare ulteriormente l'amministrazione del Kosovo all'allineamento con l'acquis dell'UE nell'ambito del Capitolo 12 - Sicurezza alimentare, politica veterinaria e fitosanitaria;
- la Commissione Europea ha affidato l'esecuzione del progetto alla società Weglobal srl con sede a Milano (ente attuatore unitamente ai partner Monuni Sh.pk, EPRD, Istituto Veterinario Croato – CVI – e Facoltà di veterinaria dell'Università di Sarajevo) la quale, per assicurare un adeguato supporto tecnico allo svolgimento di un programma di formazione a favore di esperti dell'Agenzia Alimentare e Veterinaria del Kosovo (KFVA) previsto nel progetto, ha richiesto, con *e-mail* del 27.09.2022, la collaborazione dell'IZSVe.

In considerazione dell'interesse scientifico sotteso al progetto l'UO “*Ricerche e Cooperazione Internazionale*” ha provveduto a concordare, per le vie brevi, con la società Weglobal srl, il programma di *training*, dettagliando per ciascun “*deliverable*” i destinatari e il relativo corrispettivo.

Con *ticket intranet* n. 193387 del 20.01.2023 l'UO “*Ricerche e Cooperazione Internazionale*”, ha richiesto alla scrivente Struttura di avviare l'iter per la formalizzazione del contratto allegando la bozza di “*Agreement*” con i relativi *Annex A* “*Programma di training*” e *Annex B* “*Certificate template*” per le opportune valutazioni ed eventuali revisioni.

Al fine di formalizzare il rapporto e regolarne gli aspetti giuridici ed economici questo Istituto ha pertanto provveduto a concordare, per le vie brevi, con Weglobal srl lo schema di “*Training Agreement*”, documento che si allega, unitamente ai relativi *Annex A* e *Annex B*, al presente provvedimento quale parte integrante e sostanziale (*allegato n. 1*).

Con la sottoscrizione del predetto contratto, l'IZSVe si impegna ad eseguire il programma di *training* indicato all'art. 1 dello stesso e dettagliato nel relativo *Annex A* entro il 31.12.2023; a fronte della realizzazione da parte di IZSVe di ciascun “*deliverable*” dettagliato nell'*Annex A*, la società Weglobal si impegna a corrispondere il corrispettivo nello stesso indicato, per complessivi € 36.690,00 – operazione non imponibile ai sensi dell'art. 72 del DPR 633/72 - previa emissione di fattura.

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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 in premessa evidenziate che si intendono integralmente trasfuse, lo schema di “*Training Agreement*” tra questo Istituto, nella persona del Direttore generale e legale rappresentante *pro tempore*, dott.ssa Antonia Ricci e la società Weglobal srl con sede in Milano, rappresentata dal General manager, Mrs Danilo Caminada, per la realizzazione di un programma di *training* nell'ambito del progetto finanziato dall'UE “*Support to establishing disease surveillance and control programs and alignment with chapter 12 of the acquis*”, documento che si allega, unitamente ai relativi *Annex A “Programma di training”* e *Annex B “Certificate template”*, al presente provvedimento quale parte integrante e sostanziale (*allegato n. 1*);
2. di procedere, per l'effetto, alla sottoscrizione del contratto di cui al punto che precede, ai sensi dell'art. 15 e 16 del vigente Accordo interregionale sulla gestione dell'Istituto Zooprofilattico Sperimentale delle Venezie;
3. di prendere atto che con la sottoscrizione del contratto in parola, Weglobal srl corrisponderà all'Istituto, a fronte della realizzazione di ciascun “*deliverable*” dettagliato nell'*Annex A*, il corrispettivo nello stesso indicato, per un importo complessivo di € 36.690,00 – operazione non imponibile ai sensi dell'art. 72 del DPR 633/72, previa emissione di fattura;
4. di assegnare all'UO “*Ricerche e Cooperazione Internazionale*” la gestione finanziaria del contratto di cui al punto 1 nonché il coordinamento delle attività contrattuali;
5. di rilevare, per l'effetto, il ricavo derivante dal presente provvedimento al sottoconto 620011003 “*Ricavi per prestazioni sanitarie erogate a soggetti privati – altre convenzioni*” al bilancio d'esercizio 2023.

IL DIRETTORE GENERALE

ESAMINATA la proposta di deliberazione del Responsabile della SS 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.

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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 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 in premessa evidenziate che si intendono integralmente trasfuse, lo schema di “*Training Agreement*” tra questo Istituto, nella persona del Direttore generale e legale rappresentante *pro tempore*, dott.ssa Antonia Ricci e la società Weglobal srl con sede in Milano, rappresentata dal General manager, Mrs Danilo Caminada, per la realizzazione di un programma di *training* nell'ambito del progetto finanziato dall'UE “*Support to establishing disease surveillance and control programs and alignment with chapter 12 of the acquis*”, documento che si allega, unitamente ai relativi *Annex A “Programma di training”* e *Annex B “Certificate template”*, al presente provvedimento quale parte integrante e sostanziale (*allegato n. 1*);
2. di procedere, per l'effetto, alla sottoscrizione del contratto di cui al punto che precede, ai sensi dell'art. 15 e 16 del vigente Accordo interregionale sulla gestione dell'Istituto Zooprofilattico Sperimentale delle Venezie;
3. di prendere atto che con la sottoscrizione del contratto in parola, Weglobal srl corrisponderà all'Istituto, a fronte della realizzazione di ciascun “*deliverable*” dettagliato nell'*Annex A*, il corrispettivo nello stesso indicato, per un importo complessivo di € 36.690,00 – operazione non imponibile ai sensi dell'art. 72 del DPR 633/72, previa emissione di fattura;
4. di assegnare all'UO “*Ricerche e Cooperazione Internazionale*” la gestione finanziaria del contratto di cui al punto 1 nonché il coordinamento delle attività contrattuali;
5. di rilevare, per l'effetto, il ricavo derivante dal presente provvedimento al sottoconto 620011003 “*Ricavi per prestazioni sanitarie erogate a soggetti privati – altre convenzioni*” al bilancio d'esercizio 2023.

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

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Sul presente atto deliberativo ha espresso parere favorevole

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. 55 del 20/02/2023

OGGETTO: Approvazione dello schema di ``Training Agreement`` tra questo Istituto e Weglogal s.r.l. per la realizzazione di un programma di training nell'ambito del progetto finanziato dall'UE ``Support to establishing disease surveillance and control programs and alignment with chapter 12 of the acquis``.

Publicata dal 20/02/2023 al 07/03/2023

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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TRAINING AGREEMENT

By and Between

WEGLOBAL S.R.L.

and

ISTITUTO ZOOPROFILATTICO SPERIMENTALE
DELLE VENEZIE

WEglobal S.r.l., having its offices at Via Bisceglie 76, 20152, Milano, Italy, VAT n. 09689180967, hereby legally represented by its General Manager/Director/President Mr. Danilo Caminada,

(hereinafter referred to as “**Party A**”)

and

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.com, represented by dott.ssa Antonia Ricci, Director Generale and Legal Representative

(hereinafter referred to as “**Party B**” or “**IZSve**”)

(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 organizations 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 zoonosis, 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 the 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, WEglobal S.r.l. is an implementing Agency of the EU-funded project "Supporting the establishment of disease surveillance and control programs and alignment with Chapter 12 of the acquis."

WHEREAS within the framework of the said project, training activities are planned for specialists of the Food and Veterinary Agency of Kosovo (*Contract no 2021/426-344*);

WHEREAS, WEglobal S.r.l. is willing to acquire the expertise developed by IZSve in laboratory techniques, biosecurity implementation, infectious disease diagnosis, management and prevention, detection methods through the performance of a training program for the benefit of Kosovo Food and Veterinary Agency (KFVA) in the context of the above mentioned EU funded project.

WHEREAS, Party A agrees to outsource the training service to Party B.

WHEREAS, Party B is interested in performing the services requested by Party A in compliance with the rules in force regarding the management of the IZSve;

NOW, THEREFORE,

In consideration of the foregoing recitals, 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. OBJECT OF THE AGREEMENT

1.1 The object of this agreement is the performance by Party B of the training program by IZSVe experts (hereinafter referred to as “Trainer”) detailed in Annex A for the benefit of KFVA specialists listed in Annex A (hereinafter referred to as “Trainees”). Party B shall perform the training program pursuant to the specifications set forth in Annex A using its best efforts.

1.2 This agreement shall commence on the date of its execution and will remain in force by 30 December 2023.

2. PAYMENT

2.1 Party A shall pay to Party B for all services rendered pursuant to this agreement a total sum of €36.690,00 (VAT, taxes and pension fund included, ex art. 72 DPR 633/72) against presentation of regular invoice.

2.2 Payment will be made of the price corresponding to each agreed deliverable as per Annex A, within sixty (60) days invoice date by PagoPA (<https://www.izsvenezie.it/servizi/pagopa/>).

2.3 In case of payment’s delay exceeding twenty (20) days, shall be due the legal interest as the rate set forth by the Italian Legislative Decree n. 231/2002; the legal interest will accrue on the outstanding amount running from the original term of payment until the full settlement. In case the delay exceeds one hundred and eighty (180) days, Party B may terminate this agreement pursuant to art.7, without prejudice to its right to claim for further damages, if any.

2.4 The registration fee is due just in the event of judicial or administrative use, as set forth in Italian law (D.P.R. n. 131/1986) and costs and expenses will be borne by the requesting Party. The Parties will contribute in equal measure to the other tax duties related to this agreement, stamp duty included.

3. OTHER OBLIGATION OF THE PARTIES

3.1 *For training in Kosovo* (as per Annex A), **Party A** shall be responsible for:

- a) selection of the Trainees;
- b) organization and funding of travel/other transports for IZSVe Staff approved and reported in technical and financial offer in Annex A (including air-tickets for home-Pristina-home, pick-up service from/to the airport or bus-tickets or taxi expenses, etc);
- c) organization and funding of travel/other transports (including air-tickets, pick-up service from/to the airport, or bus tickets or taxi expenses etc) of the IZSVe staff involved as trainer in Kosovo;
- d) DSA of 110 euro in case of overnights for Trainers, as per Annex A;
- e) printing of training materials;
- f) equipment and reagents for training;
- g) all costs related to attendants of the trainings (trainees);
- h) organisations tasks related to involvement of local staff involved in the trainings.

3.2 Party B shall not be deemed responsible for any of the aforementioned activities, costs and expenses.

3.3 **Party B** shall be responsible for:

- a) agenda preparation;/scientific programme arrangement and performance of training courses specified in Annex A;
- b) IZSVe experts/trainers;
- c) training materials: release of PDF presentations of the lectures;
- d) training implementations;
- e) accommodations and internal movements costs of IZSVe experts;
- f) preparation and printing of training certificates;
- g) supervision of Trainers provided for the agreed trainings, and quality assurance.

3.4 *For training in Italy*, **Party A** shall be responsible for:

- a) selection of the Trainees;
- b) organization and funding of travel/other transports for beneficiaries of the training (trainees - including air-tickets, travel insurance, pick-up service from/to the airport, bus-tickets, taxi expenses, etc);
- c) cost of arrangement, accommodation and meals for Trainees;
- d) DSA for Trainees, if expected;
- e) cover the cost of medical visits in Padua for trainees, if requested.

- 3.5 Party B shall not be deemed responsible for any of the aforementioned activities, costs and expenses.
- 3.6 **Party B** shall be responsible for:
- a) agenda preparation;
 - b) training implementations;
 - c) equipment and reagents for training;
 - d) organise medical visits in Padua for trainees, if requested;
 - e) supervision of Trainers provided for the agreed trainings, and quality assurance.

A certificate of attendance is awarded to all participants of the training courses (Annex B).

4. WARRANTIES AND LIABILITY

- 4.1 Party A agrees to release and hold Party B harmless from any and all direct, indirect or consequential damages, which may occur to the Trainees or may be caused by the Trainees during the travel/other transports, the performance of the training program or any other activity not related to the training executed during the period of effectiveness of the agreement.
- 4.2 Party A shall stipulate adequate insurance policies covering the damages, third party civil liability and accidents which may be caused by or issued from the Trainees and the damages, accidents and illness which may occur to the Trainees during the travel/other transports, the performance of the training program or any other activity not related to the training executed during the period of effectiveness of the agreement. A copy of the insurance policy shall be sent to Party B at least 7 days before the beginning of the training activities. The master copy of the policy shall be produced to Party B by the Trainees before the beginning of the training activities. In default of the master copy of the insurance policy the Trainees may be excluded from the training.
- 4.3 Party A will release and hold Party B harmless from any liability and from any claim that the insurance companies may raise against Party B for any reason or title.

5. TREATMENT OF CONFIDENTIAL INFORMATION

All information disclosed in writing, orally or any other form during the training by Party B is confidential. Party A acknowledges and agrees not to use, in any manner or way, the said confidential information for any purpose other than that set forth in this agreement. Party A shall compel the Trainees to exercise due care to prevent the unauthorized disclosure of the confidential information.

6. INTELLECTUAL PROPERTY RIGHTS, PUBLICITY AND PUBLICATION

- 6.1 The work to be performed under this agreement, included all procedures, technologies and know-how and the related intellectual rights, will remain property of Party B.
- 6.2 The results of the activities carried out by the Trainees during the training will be exclusively proprietary to Party B, it being understood that any royalties for new innovations or publishing rights will be recognised to Party B.
- 6.3 All tools, samples, documents and other materials used to perform the training program – included the training aid or training final report, if there is any, and the related rights of use, publication, copy, translation, sale or distribution - are exclusively proprietary to Party B. Party A acknowledges and agrees to enforce the Trainees not to use, copy, publish, sell, translate or distribute, privately or publicly, any document, included the training aid, received in the execution of the training program.
- 6.4 Party A shall not use the name or the logo of Party B in any publicity, new release, publication or advertising without the express prior written approval of Party B. The Parties acknowledge and agree that all intellectual property rights related to the logo will remain exclusive property of the owner Party; particularly, with no limitation, the usage of the logo of a Party by the other Party will not transfer to the using Party any rights or titles related to the logo.

7. TERMINATION CLAUSE

- 7.1 Either Party may terminate this agreement for cause upon 30 (thirty) days written notice, in case of any material breach of the terms of the agreement. Any violation of the contractual obligations may be considered a material breach if such violation is repeated notwithstanding a request by the other Party to fulfil the contractual obligations. The Party that wishes to terminate the agreement under this clause shall communicate its intention to the other Party pursuant to art. 17.

7.2 The termination shall be effective as from the moment of the receipt of the termination notice. The fulfilment of the obligations by the breaching Party until the receipt of the termination notice will remove the right to termination but will not jeopardize the right of the other Party to claim for damages, if there are any. In the event of termination of this agreement, the effect of termination shall not prejudice the obligations already performed by the Parties and shall not jeopardize the rights acquired by each Party until the termination date.

8. WITHDRAWAL

Each Party has the right to withdraw from this agreement at any time, by giving 30 days notice in writing; the notice term will run from the reception of the notice. In the event of any such notice being given over the foregoing term, Party A will pay to Party B 10% of the total amount of the present agreement as an early termination fee.

9. FORCE MAJEURE

Party B shall not be liable for failure of or delay in performing obligations set forth in this agreement, or for having incorrectly performed them, and neither shall 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, Party B shall promptly notify the Party A in writing.

10. SURVIVING PROVISIONS

Termination of this agreement for any reason shall be without prejudice to the rights of the Parties which expressly survive the termination in accordance with the terms of this agreement or national and international applicable laws.

11. SAFETY AND HEALTH CARE

- 11.1 Nothing contained herein shall be construed or applied so as to create the relationship of employer and employee or consultant or partner or of any other kind of relationship between IZSVe and the Trainees. In no case the Trainees will be entitled to any privilege, immunity, compensation or reimbursement by Party B.
- 11.2 Party B acknowledges and agrees to respect and to enforce, within its premises, national law and internal regulations related to workers safety and health care. Party A acknowledges and agrees to enforce on the Trainees the said laws and regulations.

12. TREATMENT OF PERSONAL DATA

According to and in compliance with the Italian law (D. Lgs. 196/2003 and any following amendments), the Parties acknowledge and agree to use, process and communicate to any third party the personal data contained herein, or acquired in any other form during the performance of this agreement, solely and exclusively in order to carry out the purposes set forth in the agreement itself or to accomplish the fulfilments connected to it. Each Party authorizes the process of its data directly by IZSVe or, eventually, indirectly by a third party, solely and exclusively in order to manage the agreement, according to the terms and conditions set forth in the said law.

13. 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, except in case of legal prescription or expiration.

14. SEVERABILITY

If one or more of the provisions of this agreement should be or become, partially or totally, invalid or impracticable, the validity of the remaining provisions shall not be effected except if the invalid or impracticable provision is essential. 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.

15. ASSIGNMENT

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

16. 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.

17. AMENDEMENTS AND NOTICES

17.1 This agreement may be amended, modified, superseded or cancelled, only by a written instrument executed by each Party's duly authorized representatives; All amendments, exceptions, integrations and all other 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) or by Certified Electronic Mail (PEC) if the usage of this instrument is prescribed by law

If to Party A : Att. Mr. Danilo Caminada
WEglobal S.r.l.
Via Bisceglie 76, 20152,
Milano,
Italy
itprojects@weglobal.org

If to Party B: Att. Dr. Antonia Ricci
Istituto Zooprofilattico Sperimentale delle Venezie
Viale dell'Università 10
35020 - Legnaro (PD)
ITALY
PEC legalmail@izsvenezie.it

18. ANNEXES

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

19. NEGOTIATIONS

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.

This agreement is made in duplicate and both parties have read and fully understand the contents therein, and accordingly sign their names as evidence hereof.

Data _____

Data _____

**Istituto Zooprofilattico Sperimentale
delle Venezie**

Weglobal s.r.l.

Il Direttore Generale
Dott.ssa Antonia Ricci

il legale rappresentante
Mr. Danilo Caminada

Task	Deliverable number	Title	Number of sessions	Duration in days	Number of participants	Target group	Kosovarian local staff involved in the training	Country of training to be conducted	Training Provider	Location	Possible month/year for implementation	Detailed description:	Proposal from IZS/ve	Main topics/key word (optional)	Comments (FVL STAFF)	Personnel costs	Preparatory work	Per diem (experts must arrive one day before at leave one day after) 110*(N*WD+1)	Total cost without travel cost	Status
f	33	Ten (10) days training in form of internship or study visit for Entomology for surveillance of vector borne diseases for two laboratory staff.	1	10	2	KFVL staff	1. Naile Osmani Dragusha (biologist) 2. Animal Health Department	Italy/ or other EU member state	IZS/ve	Legnaro (Padova)	Second half of May 2023 - CONFIRMED	Learning outcomes: oSampling, testing and data management strategies that make for an effective surveillance programme oSurveillance methods for vector-borne diseases oClinical tests oSample collection oField organisation / response to local transmission oBiosine epidemiological analyses oBuilding a surveillance programme that targets orthoquitoes, oBcks, oVector-borne disease risks oReating a public health campaign that successfully conveys prevention and control information	2 experts for 3 WD + 1 expert for 4 WD			3000	450		3.450,00 €	APPROVED BY WE GLOBAL
f	35	Ten (10) days training in form of internship or study visit for two laboratory staff in a (National Reference Laboratory (NRL) or European Union Reference Laboratory (EURL) for Avian influenza and Newcastle disease with the emphasis on advanced molecular techniques (Polymerase Chain Reaction (PCR) -virus identification, subtyping and Gene Sequencing).	1	10	2	KFVL staff	Head of serology and molecular sector Ammend Cana, Dafina Mehmetekaj biologist (or Naile Osmani Dragusha)	Italy	IZS/ve	Legnaro (Padova)	20 March to 2 April - CONFIRMED	Learning outcomes: oAvian influenza oVirus isolation in embryonated chicken eggs oGenome detection by PCR oDetermination of the haemagglutinin subtype by means of haemagglutination inhibition (HI) test, PCR and sequencing (Sanger and NGS) oDetermination of the pathogenicity by sequencing of the haemagglutinin cleavage site and/or determination of the intravenous pathogenicity index (IPI) oDetermination of the neuraminidase subtype by means of PCR and neuraminidase inhibition test oDetection of antibodies against influenza viruses by means of ELISA oDetection of antibodies against AIV subtypes H5 to H9 by means of HI test and subtyping of antibodies oDetection of neutralising antibodies against influenza viruses oNewcastle disease (ND) oVirus isolation in embryonated chicken eggs oAPMV-1 genome detection by PCR oCharacterization of APMV-1 by PCR, sequencing and reactivity by monoclonal antibodies oDetermination of the pathogenicity of APMV-1 by sequencing of the F- protein cleavage site and determination of the intracerebral pathogenicity index (ICPI) oIdentification of other APMV serotypes by haemagglutination inhibition test with specific antisera oDetection of antibodies against APMV-1 by HI test and ELISA oDetection of antibodies against APMV-2 to APMV-9 by HI test with specific antigens	2 expert for 10 days (some activities require the copresence of the experts)			10000		10.000,00 €	APPROVED BY WE GLOBAL	
f	36	Ten (10) days training in form of internship or study visit for one laboratory staff for gross pathology and histopathology, including common histopathological and immunohistological staining techniques.	1	10	1	KFVL staff	KFVL STAFF Head of Pathology Histology sector Xhavit Mirovci	Italy	IZS/ve	Legnaro (Padova)	20 March to 2 April - CONFIRMED	Learning outcomes: oPathological anatomical testing of carcasses, organ systems or organs of poultry and other bird species and categories oPost-mortem autopsy and/or pathological histological test of organs /and biopsy samples/ of test animals oPathological anatomical diagnostics oPathological histological and cytological test; oElectronic microscopy test / mostly transmissive electronic microscopy (TEM) oImmunohistochemical test (IHC) oImmunohistological staining techniques oMicrobiological, parasitological and toxicological test and molecular biology test methods (PCR)	1 expert for 10 days + 1 expert for 5 days (some activities require the copresence of the experts)			4500	450	4.950,00 €	APPROVED BY WE GLOBAL	
f	37	Ten (10) days training in form of internship or study visit for one laboratory staff for bee diseases	1	10	1	KFVL staff	KFVL STAFF Head of bacteriology, parasitology and micology sector Beqe Hulaj	Italy	IZS/ve	Legnaro (Pa)	Second half of April 2023 CONFIRMED (23/4-6/5) Field visit for 25/04 and holidays on 01/05	Learning outcomes: oIdentification of the following bee diseases: oKcaaposis of honey bees oAmerican foulbrood of honey bees oEuropean foulbrood of honey bees oSmall hive beetle infestation (Aethina tumida) oTropilaelaps infestation of honey bees oBrososis of honey bees.	1 expert for 9 days + 1 expert for 5 days (some activities require the copresence of the experts)			4200	450	4.650,00 €	APPROVED BY WE GLOBAL	
f	80/13	Detection method for Escherichia coli O157:H7	2	2	4	KFVL staff	KFVL STAFF - Food Microbiology staff	Kosovo	IZS/ve	KFVL's premises	March or Septe	Lab techniques to detect/quantify the microorganism and interpretation of reults in teh light of food safety, process hygiene and Food safety Assurance System.	Simone Belluco And IN KIND Filippo Marzoli			1600	900	550	3.050,00 €	APPROVED BY WE GLOBAL
f	80/14	Detection method for Shiga – Toxin producing Escherichia coli (non – O157) (STEC)	2	2	4	KFVL staff	KFVL STAFF - Food Microbiology staff	Kosovo	IZS/ve	KFVL's premises	March or Septe	Lab techniques to detect/quantify the microorganism and interpretation of reults in teh light of food safety, process hygiene and Food safety Assurance System.	Simone Belluco And IN KIND Filippo Marzoli			1600	900	550	3.050,00 €	APPROVED BY WE GLOBAL
f	80/17	Detection of food microbiology pathogens with Polymerase Chain Reaction (PCR) Techniques	2	2	4	KFVL staff	KFVL STAFF - Food Microbiology staff	Kosovo	IZS/ve	KFVL's premises	24/04/2023 to 29/04/2023	Lab techniques to detect/quantify the microorganism and interpretation of reults in teh light of food safety, process hygiene and Food safety Assurance System.	Simone Belluco And IN KIND Filippo Marzoli			1600	900	550	3.050,00 €	APPROVED BY WE GLOBAL
f	80/15	Detection method Cronobacter Sakazakii	2	2	4	KFVL staff	KFVL STAFF - Food Microbiology staff	Kosovo	IZS/ve	KFVL's premises		Lab techniques to detect/quantify the microorganism and interpretation of reults in teh light of food safety, process hygiene and Food safety Assurance System.	Simone Belluco And IN KIND Filippo Marzoli			1600	900	550	3.050,00 €	APPROVED BY WE GLOBAL
Total																		36.690,00 €		

LOGOS

CERTIFICATE

This is to certify that

Dr

has successfully attended a (n°days) programme course in Istituto Zooprofilattico Sperimentale
delle Venezie, Italy

“ADD TITLE OF SPECIFIC DELIVERABLE/s

In the framework of the EU-funded project

“Support to establishing disease surveillance and control programs and alignment with chapter 12 of the acquis”

(Contract no 2021/426-344)

Name Surname
Training director at IZS Ve

DATE

Francesco Bonicelli
WEglobal Project Team Leader

C.A. 4/2017