

ISTITUTO ZOOPROFILATTICO SPERIMENTALE DEL LAZIO E DELLA TOSCANA M. ALEANDRI

DELIBERAZIONE DEL DIRETTORE GENERALE

n. 25 del 23/01/2020

OGGETTO: Stipula dell'accordo di cui alla Letter of Agreement (LoA) TFEU110019498.5575, PO Number 343360 con Food and Agriculture Organisation (FAO) per la collaborazione nel progetto "Services for the reduction of the Foot-and-mouth disease (FMD) and similar Transboundary Animal Diseases (TADs) risk to European Commission for foot-and-mouth disease (EuFMD) Member countries and for improving the uptake of the global strategy for progressive control of FMD", - Ricavo massimo € 128.214. - Codice progetto ART SAA 20FMD1.

Proposta di deliberazione n. 8/RES del 10/01/2020

Ufficio Ricerca ed Innovazione

L'Estensore Dott. Romano Zilli.....

Il Responsabile del procedimento Dott. Romano Zilli

Il Dirigente Dott. Romano Zilli

Visto di regolarità contabile n. di prenot. 06/2020

Parere del Direttore Amministrativo
Dott. Manuel Festuccia

☒ Favorevole ☐ Non favorevole

Parere del Direttore Sanitario
Dott. Andrea Leto.....

☒ Favorevole ☐ Non favorevole

IL DIRETTORE GENERALE

Dott. Ugo Della Marta

IL RESPONSABILE DELL' UFFICIO RICERCA ED INNOVAZIONE

Dott. Romano Zilli

OGGETTO DELLA PROPOSTA: Stipula dell'accordo di cui alla Letter of Agreement (LoA) TFEU110019498.5575, PO Number 343360 con Food and Agriculture Organisation (FAO) per la collaborazione nel progetto "Services for the reduction of the Foot-and-mouth disease (FMD) and similar Transboundary Animal Diseases (TADs) risk to European Commission for foot-and-mouth disease (EuFMD) Member countries and for improving the uptake of the global strategy for progressive control of FMD", - Ricavo massimo € 128.214,00 – Codice progetto ART SAA 20FMD1

PREMESSO CHE

- Il D.lgs 30.06.1993 n.270, all'art 1co. 2 prevede che gli istituti zooprofilattici sperimentali svolgano attività di ricerca scientifica sperimentale veterinaria e di accertamento dello stato sanitario degli animali e di salubrità dei prodotti di origine animale e al successivo co. 4 lett. a) stabilisce che gli stessi provvedono a svolgere ricerche di base e finalizzate, per lo sviluppo delle conoscenze nell'igiene e sanità veterinaria, secondo programmi e anche mediante convenzioni con università e istituti di ricerca italiani e stranieri, nonché su richiesta dello Stato, di regioni ed enti pubblici e privati;
- la Legge Regionale n.14 del 29/12/2014 prevede come attività attribuita all'Istituto Zooprofilattico Sperimentale del Lazio e della Toscana, all'art. 3 comma 1 punto o) la cooperazione tecnico scientifica con istituti del settore veterinario anche esteri ...omissis;
- le Linee di indirizzo del Consiglio di Amministrazione per la pianificazione dell'Istituto Zooprofilattico Sperimentale del Lazio e della Toscana, periodo 2016-2020 individuano la cooperazione internazionale come attività strategica;

VISTO CHE

- l'Istituto ha negli anni stipulato numerosi accordi in forma di LoA con la FAO (Food and Agriculture Organization delle Nazioni Unite), per l'esecuzione di progetti nel campo della sanità animale e sicurezza alimentare;
- la FAO (Food and Agriculture Organization delle Nazioni Unite) ha proposto a questo Istituto la stipula della Letter of Agreement (LoA) TFEU110019498.5575, PO Number 343360 in data 09/01/2020 per la collaborazione nel progetto "Services for the reduction of the Foot-and-mouth disease (FMD) and similar Transboundary Animal Diseases (TADs) risk to European Commission for foot-and-mouth disease (EuFMD) Member countries and for improving the uptake of the global strategy for progressive control of FMD";
- secondo i termini della LOA, il progetto ha gli obiettivi di aumentare la capacità di gestione sostenibile dei fenomeni naturali avversi, ridurre i FAST risks dei Paesi Membri EuFMD provenienti dai paesi confinanti, garantire l'implementazione della GF-TADs Global Strategy contro FMD e assicurare l'approvvigionamento di vaccini efficaci;
- il progetto prevede la messa a disposizione da parte dell'Istituto di proprio personale esperto ed idoneo a svolgere le attività descritte, nell'arco del periodo dal 17/01/2020 al 30/09/2021;

CONSIDERATO CHE

- il progetto prevede, a titolo di rimborso per le spese necessarie allo svolgimento delle attività sopra descritte, un contributo complessivo pari ad € 128.214,00;

DATO ATTO

- che l'erogazione del contributo è prevista secondo la modalità descritta nella LoA, ovvero:
 - primo acconto, non superiore ad € 28.643, alla stipula dell'accordo;
 - secondo acconto, non superiore ad € 28.643, all'accettazione da parte di FAO dei deliverable o alla scadenza o lasso di tempo indicati nel piano di lavoro;
 - saldo finale, non superiore ad € 70.928 all'accettazione da parte di FAO del Report finale.

RITENUTO

- di dover prendere atto della stipula dell'accordo descritto nella LoA di cui all'oggetto della presente proposta di deliberazione;
- di dover individuare come responsabile del progetto il dott. Giancarlo Ferrari, dirigente veterinario dell'Istituto, in virtù delle precedenti esperienze maturate dallo stesso nella materia oggetto della presente LoA, il quale sarà supportato nello svolgimento dei compiti tecnici dalle strutture UOC Osservatorio Epidemiologico e Direzione Operativa Virologia;

PROPONE

per i motivi esposti in narrativa che ivi si intendono integralmente trascritti,

1. di stipulare l'accordo di cui alla Letter of Agreement (LoA) TFEU110019498.5575, PO Number 343360 del 09/01/2020 con Food and Agriculture Organisation (FAO) per la collaborazione nel progetto "Services for the reduction of the Foot-and-mouth disease (FMD) and similar Transboundary Animal Diseases (TADs) risk to European Commission for foot-and-mouth disease (EuFMD) Member countries and for improving the uptake of the global strategy for progressive control of FMD";
2. di prendere atto delle attività previste dall'accordo con FAO, di cui alla LoA, che si svolgeranno nel periodo compreso tra il 17/01/2020 al 30/09/2021;
3. di prendere atto che il ricavo presunto massimo derivante dall'accordo in oggetto è pari a € 128.214,00;
4. di dare atto che ricavi e costi saranno imputati al codice progetto ART SAA 20FMD1;
5. di individuare come responsabile del progetto il dott. Giancarlo Ferrari, dirigente veterinario dell'Istituto con incarico professionale di alta specializzazione, area tematica sanità animale.

Ufficio Ricerca e Innovazione
(Dott. Romano Zilli)

IL DIRETTORE GENERALE

VISTA la proposta di deliberazione avanzata del dirigente della Ufficio Ricerca ed Innovazione dott. Romano Zilli 8/RES del 10/01/2020 avente ad oggetto: Stipula dell'accordo di cui alla Letter of Agreement (LoA) TFEU110019498.5575, PO Number 343360 con Food and Agriculture Organisation (FAO) per la collaborazione nel progetto "Services for the reduction of the Foot-and-mouth disease (FMD) and similar Transboundary Animal Diseases (TADs) risk to European Commission for foot-and-mouth disease (EuFMD) Member countries and for improving the uptake of the global strategy for progressive control of FMD", - Ricavo massimo € 128.214,00 – Codice progetto ART SAA 20FMD1;

VISTO il parere di regolarità contabile espresso dal Dirigente della Direzione Economico Finanziaria;

SENTITI il Direttore Amministrativo ed il Direttore Sanitario che hanno espresso parere favorevole alla adozione del presente provvedimento;

RITENUTO di doverla approvare così come proposta;

DELIBERA

di approvare la proposta di Deliberazione n. 8/RES del 10/01/2020 avente ad oggetto: Stipula dell'accordo di cui alla Letter of Agreement (LoA) TFEU110019498.5575, PO Number 343360 con Food and Agriculture Organisation (FAO) per la collaborazione nel progetto "Services for the reduction of the Foot-and-mouth disease (FMD) and similar Transboundary Animal Diseases (TADs) risk to European Commission for foot-and-mouth disease (EuFMD) Member countries and for improving the uptake of the global strategy for progressive control of FMD", - Ricavo massimo € 128.214,00 – Codice progetto ART SAA 20FMD1 e conseguentemente:

1. di stipulare l'accordo di cui alla Letter of Agreement (LoA TFEU110019498.5575, PO Number 343360 con Food and Agriculture Organisation (FAO) per la collaborazione nel progetto "Services for the reduction of the Foot-and-mouth disease (FMD) and similar Transboundary Animal Diseases (TADs) risk to European Commission for foot-and-mouth disease (EuFMD) Member countries and for improving the uptake of the global strategy for progressive control of FMD";
1. di prendere atto delle attività previste dall'accordo con FAO, di cui alla LoA, che si svolgeranno nel periodo compreso tra il 17/01/2020 al 30/09/2021;
2. di prendere atto che il ricavo presunto massimo derivante dall'accordo in oggetto è pari a € 128.214,00;
3. di dare atto che ricavi e costi saranno imputati al codice progetto ART SAA 20FMD1;
4. di individuare come responsabile del progetto il dott. Giancarlo Ferrari, dirigente veterinario dell'Istituto con incarico professionale di alta specializzazione, area tematica sanità animale.

IL DIRETTORE GENERALE

(Dott. Ugo Della Marta)

Pag. 4 a 5

PUBBLICAZIONE

Copia della presente deliberazione è stata pubblicata ai sensi della L.69/2009 e successive modificazioni ed integrazioni in data 23/01/2020

IL FUNZIONARIO INCARICATO

IL FUNZIONARIO INCARICATO

Dott.ssa Miriam Colantonio



LETTER OF AGREEMENT

Between
the Food and Agriculture Organization of the United Nations ("FAO") under
Phase V of the EC Funded Activities (2019-2023) carried out by the FAO European Commission for the
Control of Foot-and-Mouth Disease (EuFMD) - GCP/GLO/026/EC
and
Istituto Zooprofilattico Sperimentale delle Regioni Lazio e Toscana 'M. Aleandri'
Via Appia Nuova n. 1411
00178, Rome (Italy)

For provision of
"Services for the reduction of the Foot-and-mouth disease (FMD) and similar Transboundary Animal
Diseases (TADs) risk to European Commission for foot-and-mouth disease (EuFMD) Member countries
and for improving the uptake of the global strategy for progressive control of FMD"

1. Introduction

The Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO") and the Istituto Zooprofilattico Sperimentale delle Regioni Lazio e Toscana 'M. Aleandri' (hereinafter referred to as the "Service Provider") (together hereinafter referred to as the "Parties") have agreed that the Service Provider will provide certain services defined in detail in the attached Annex (the "Services") which forms an integral part of this Letter of Agreement (hereinafter the "Agreement") in support of the European Commission for the Control of Foot-and-Mouth Disease ("EuFMD") workplan. These services will contribute to reduce Foot-and-Mouth and similar transboundary animal diseases ("FAST") risk to EuFMD member countries, and to the uptake of the global strategy for progressive control of FMD.

To enable the Service Provider to provide the Services, FAO will pay the Service Provider a total amount of EUR 128 214 (one hundred twenty-eight thousand, two hundred fourteen Euro), which represents FAO's maximum financial liability, into the Service Provider's account specified in paragraph 2 below.

2. Detailed Banking Instructions

Bank name: BANCA POPOLARE DELL'EMILIA ROMAGNA

Bank country and city: ALBANO LAZIALE (RM) - ITALY

Bank branch address: BRANCH 38860 – ALBANO LAZIALE (RM)

SWIFT code: BPMOIT22XXX

Account number: 000002430983

Exact bank account holder's name: ISTITUTO ZOOPROFILATTICO SPERIMENTALE DEL LAZIO E DELLA TOSCANA – M. ALEANDRI

Account currency: EURO

Bank branch code or sort code: 38860
IBAN number: IT48C0538738860000002430983

3. Designation of the FAO Responsible Officer

Dr Keith Sumption, Executive Secretary, EuFMD Commission, Animal Health Service, Food and Agriculture Organization of the United Nations, Viale delle Terme di Caracalla, 00153, Rome, Italy, tel: 0039 06 57055528, e-mail: keith.sumption@fao.org, is designated the officer responsible for the management of this Agreement (“Responsible Officer”) on behalf of FAO.

4. Entry into force and period of validity

The Agreement will enter into force upon the date of signature by the Service Provider, by FAO or on 17 January 2019, whichever of the three dates is the latest, and will terminate on 30 September 2021.

5. Purpose

- a) The purpose for which the funds provided by FAO under this Agreement shall be used are the following:

(i) Objectives. The Service Provider will contribute to the following organizational objectives: Strategic objective 5: Increase the resilience of livelihoods to disasters.

The services will moreover contribute to:

- (a) Reduce FAST risk to EuFMD member countries from European neighbourhood (EuFMD Pillar II Strategic Plan); and
- (b) Sustained progress of the GF-TADs Global Strategy against FMD and the improved security of supply of effective vaccines.

(ii) Outcomes. The Service Provider will produce, achieve or deliver the following outcomes:

- (1) an improved capacity of countries to design surveillance activities for FAST diseases, implement the Risk Based Strategic Plan for FMD control and monitor and evaluate the implementation of control and vaccination activities under stages 2 and 3 of the FMD Progressive Control Pathway (PCP);
- (2) a strengthened capacity of the Regional Advisory Group to better evaluate and follow-up the acceptance of countries in stages from 0 to 3;
- (3) an improved quality, utility and availability of information gathered relevant to FMD risk of entry into EuFMD member countries and better use of this by risk managers.

(iii) Outputs. The Service Provider will produce, achieve or deliver the following outputs in relation to the outcomes indicated above:

Output 1.1: two regional workshops will be jointly organized by the Service Provider and EuFMD to assist the following countries to design surveillance activities in risk areas. The following countries will be beneficiaries of the workshops: Egypt, Libya, Lebanon, Jordan, Palestine and Syria.

Output 1.2: at least two backstopping missions of 5 days each will be conducted in Middle East countries to follow up the implementation and results of the surveillance activities.

Output 1.3: six national workshops will be jointly organized by the Service Provider and EuFMD on different topics for the following countries:

<u>Country</u>	<u>Topic</u>
Jordan	Monitoring and Evaluation - surveillance and prevention
Egypt	Monitoring and Evaluation - surveillance and prevention
Lebanon + Syria	Development of Risk-based strategic plan
Pakistan	Approaches to improve safe trade of animals
Lybia	Development of Risk-based Strategic plan
Sudan	Monitoring and Evaluation - surveillance and prevention

Output 1.4: one Regional workshop will be jointly organized by the Service Provider and EuFMD to assist Eastern Africa countries to formulate the National Risk assessment plans for countries embarking into the PCP pathway.

Output 1.5: the Service Provider will develop a framework to assist countries to better monitor and evaluate the implementation of surveillance activities, monitor the vaccination programs (according to FAO/OIE Post Vaccination Monitoring guidelines) and sharing risk information.

Output 1.6: assistance will be granted by the Service Provider to the countries using the framework according to the methodology defined for monitoring and sharing data on surveillance, vaccination and other risk information.

Output 2.1: the Service Provider will further develop the PCP-TRAC platform to support the acceptance process of countries in the PCP pathway.

Output 3.1: the Service Provider in collaboration with EuFMD staff will assist the identification of procedures to create a scoring system to categorize countries embarked into the PCP into pre-defined risk categories.

- b) A detailed description of the Services including technical and operational requirements, budget, work plan and timeframe, performance indicators and means of verification, as well as inputs to be provided free-of-charge by the Service Provider and FAO, if any, are set out in detail in the Annex.
- c) The Service Provider recognizes that the receipt of funds by FAO for this Agreement takes place under specific terms of the European Commission which are duly reflected in this Agreement, as required.

6. General Conditions

- a) Funds provided by FAO under this Agreement are to be used by the Service Provider exclusively for the provision of the Services in accordance with the budget set out in the Annex. Neither the Service Provider nor its personnel nor any other persons providing the Services on its behalf, will incur any additional commitment or expense on behalf of FAO.

- b) The Service Provider will be responsible for all activities related to the provision of the Services and the acts or omissions of all employees, agents or other representatives, and authorized subcontractors providing the Services on its behalf. Neither FAO nor the European Commission will be held responsible for any accident, illness, loss or damage which may occur during the provision of the Services or any claims, demands, suits, judgements, arising there from, including for any injury to the Service Provider's employees, or to third parties, or any loss of, damage to, or destruction of property of third parties, arising out of or connected to the Service Provider's work or performance under this Agreement. Consequently, FAO and the European Commission, collectively or separately, will not entertain any request for indemnities resulting from such occurrence.
- c) The Service Provider shall not utilize funds received under this Agreement to subcontract services or procure items except as specifically provided for in the Annex or as specifically approved in writing by FAO. Any subcontracting arrangement shall in no way relieve the Service Provider of the responsibility for the provision/delivery of the Services required under this Agreement. Subcontracts or procurement of the items set forth in the Annex shall be procured in conformity with the Service Provider's own procurement rules and procedures. The Service Provider confirms that its procurement rules and procedures, and their implementation, ensure that the procurement process is transparent and consistent with generally-accepted principles governing public sector procurement to obtain best value for money. The Service Provider will ensure that its agreements with any subcontractor include the obligation to maintain appropriate records for a period of five years and FAO's or the European Commission's right to review, audit and have access to all documentation and sites related to the activities carried out in connection with this Agreement.
- d) The Service Provider shall make and thereafter maintain, in compliance with national legislation, provision for adequate insurance to cover such risks as damage to property and injuries to persons, as well as third party liability claims.
- e) The personnel assigned by the Service Provider to provide the Services are not considered in any respect as being employees or agents of FAO. Nothing in this Agreement or in any document or arrangement relating thereto shall be construed as conferring any privileges or immunities of FAO on the Service Provider, its personnel or any other persons providing the Services on its behalf.
- f) Nothing in this Agreement or in any document relating thereto, shall be construed as constituting a waiver of privileges or immunities of FAO, or as its acceptance of the jurisdiction of the courts of any country over disputes arising out of this Agreement.
- g) The present Agreement shall be governed by general principles of law, to the exclusion of any single national system of law. General principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts of 2016.
- h) In providing the Services, the Service Provider shall conform to all national laws applicable to its activities and its relations to third parties, including employees. The Service Provider shall promptly correct any violations thereof and shall keep FAO informed of any conflict or problem arising in relation to national authorities.
- i) The Service Provider shall observe the highest standard of ethics in providing the Services and agrees to adhere to the UN Supplier Code of Conduct, which can be viewed at <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>

- j) The Service Provider confirms that it has not engaged in, nor will engage in, any corrupt, fraudulent, collusive, coercive, unethical or obstructive practices in entering into or implementing this Agreement. If FAO determines that the Service Provider has engaged in such practices, it may impose sanctions, including termination of the Agreement, as provided by FAO's Sanctions Procedures:
(http://www.fao.org/fileadmin/user_upload/procurement/docs/FAO_Vendors_Sanctions_Policy_-_Procedures.pdf). In addition, information on sanctioned Service Providers and other third parties may be shared with other Intergovernmental or UN Organizations. This provision must be included in all subcontracts, sub-agreements or assignments entered into by the Service Provider under this Agreement.
- k) For the purpose of this Agreement, the following terms shall have the following meanings:
- (i) *"Fraudulent practice" is any act or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain, financial and/or other benefit and/or to avoid an obligation.*
 - (ii) *"Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.*
 - (iii) *"Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.*
 - (iv) *"Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value whether tangible or intangible to improperly influence the actions of another party.*
 - (v) *"Unethical practice" is an act or omission contrary to the conflict of interest, gifts and hospitality or post-employment FAO policy (<http://www.fao.org/unfao/procurement/codedeconduitethique/en/>), as well as any provisions or other published requirements of doing business with FAO, including the UN Supplier Code of Conduct; and*
 - (vi) *"Obstructive practice" is an act or omission by the Service Provider or its affiliates, successors or assigns that may prevent or hinder the work of the Investigation Unit of the FAO Office of the Inspector General.*
- l) The Service Provider shall take all reasonable precautions to avoid any conflict of interest in the implementation of the Services and shall inform FAO without delay of any situation constituting or likely to entail a conflict of interest including any FAO personnel having an interest of any kind in the Service Provider's activities.
- m) In order to enter into an agreement with FAO, the Service Provider, and any of its agents or authorized subcontractors, should not be suspended, debarred or otherwise identified as ineligible by any Intergovernmental or UN Organization, including any organization within the World Bank Group or any multi-lateral development bank, or by the institutions and bodies of economic integration organizations (e.g., the European Union). The Service Provider is required to disclose to FAO whether it, or any of its agents or authorized subcontractors, is subject to any sanction or temporary suspension imposed by any such organization or National Authority at any time during the three years prior to this Agreement or at any time throughout the execution of this Agreement. The Service Provider recognizes that a breach of this provision will entitle FAO to terminate its

Agreement with the Service Provider immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind of FAO.

- n) Unless authorized in writing by FAO, the Service Provider shall not advertise or otherwise make public that it has a contractual relationship with FAO, nor shall the Service Provider, in any manner whatsoever use the name or emblem of FAO, or any abbreviation of the name of FAO.
- o) The Service Provider shall take all appropriate measures to publicise the fact that the Services have received funding from the European Union, including the display of the European Logo (twelve yellow stars on a blue background). Information given to the press, the beneficiaries of the Services, all related publicity materials, official notices and reports shall acknowledge that the Services were carried out "with funding from the European Union". Such measures shall be carried out in accordance with the Communication and Visibility Manual for EU External Actions laid down and published by the European Commission. This provision shall not apply in the event that publicity under this provision could put the staff of the Service Provider at risk.
- p) All publications by the Service Provider pertaining to the Services, in whatever form and whatever medium, including the internet, shall carry the following or a similar disclaimer: "This document has been produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union."
- q) Any intellectual property rights including copyright, of material such as publications, software and designs, made available by the Parties to be used in implementing activities under this Agreement will remain with the originating Party. All intellectual property rights, including copyright, in the outputs produced under this Agreement are vested in FAO, including, without any limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof. FAO hereby grants to the Service Provider a non-exclusive royalty-free license to use, publish and distribute the outputs delivered under this Agreement for non-commercial purposes, provided that FAO is acknowledged as the source and copyright owner. Neither the Service Provider nor its personnel will communicate to any other person or entity any confidential information made known to it by FAO nor will they use this information for private or corporate advantage. This provision will survive the expiration or termination of this Agreement.
- r) To comply with disclosure requirements and enhance transparency, FAO may release and/or publish the following information about this Agreement: (i) the name and nationality of the Service Provider; (ii) a brief description and location of the Services provided; and (ii) the amount of this Agreement. The Service Provider specifically consents to the release and/or publication of such information. FAO will not release or publish information that could reasonably be considered confidential or proprietary.
- s) The Service Provider shall return to FAO any unexpended funds budgeted and paid by FAO under this Agreement.
- t) This Agreement is not subject to payment by FAO of any levies, taxes, registration duties or any other duties or charges whatsoever. The Service Provider shall duly pay taxes, duties and other charges in accordance with prevailing laws and regulations applicable to the Service Provider.
- u) The Service Provider agrees to undertake all reasonable efforts to ensure that none of the funds received from FAO under this Agreement are used to provide support to individuals or entities i) associated with terrorism, as included in the list maintained by the Security Council Committee

established pursuant to its Resolutions 1267 (1999) and 1989 (2011) or ii) that are the subject of sanctions or other enforcement measures promulgated by the United Nations Security Council. This provision must be included in all subcontracts, sub-agreements or assignments entered into under this Agreement. The Service Provider acknowledges and agrees that this provision constitutes an essential term of this Agreement and any breach of these obligations and warranties shall entitle FAO to terminate this Agreement immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind of FAO.

- v) The Service Provider shall take all appropriate measures to prevent sexual exploitation or abuse of any beneficiary of the services provided under this Agreement, or to any persons related to such beneficiaries, by its employees or any other persons engaged and controlled by the Service Provider to perform any services under this Agreement. For these purposes, sexual activity with any person less than eighteen years of age shall constitute the sexual exploitation and abuse of such person. In addition, the Service Provider shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging in any sexual activities that are exploitive or degrading to any beneficiary of the services provided under this Agreement or to any persons related to such beneficiaries. The Service Provider acknowledges and agrees that the provisions hereof constitute an essential term of this Agreement and that any breach of these provisions shall entitle the Organization to terminate this Agreement immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind.

7. Reporting and Record Maintenance Requirements

- a) The Service Provider shall submit to the Responsible Officer named in paragraph 3, the Reports listed in the Annex on the dates set forth therein, including a final report consisting of a narrative report and financial report ("Final Report") within 30 days following the completion of the Services. The Final Report must be sufficiently detailed to allow certification of deliverables and of expenditures. The financial report shall be signed and certified as to its correctness by a duly designated representative of the Service Provider (e.g. executive officer, chief financial officer, chief accountant or similar).
- b) The Service Provider shall keep accurate financial records and maintain supporting documentation showing the utilization of inputs and funds under this Agreement and any other documentation related to the Services for a period of five years following termination or expiry of the Agreement, during which period FAO or the European Commission, or a person designated by FAO or the European Commission, or the relevant auditing authority (e.g. national audit office) shall have the right, at any time, to conduct reviews and/or audits relating to any aspect of this Agreement. The Service Provider shall provide its full and timely cooperation with any such review or audit. Full and timely cooperation shall include, but not be limited to, making available employees or agents with knowledge of the Project to respond to questions and granting to FAO or the European Commission, or a person designated by FAO or the European Commission or relevant authority, access at reasonable times and conditions to the Service Provider's premises or other sites where documentation related to this Agreement is kept or activities related to this Agreement are carried out.
- c) The funds provided by FAO will cover costs that are eligible as direct costs for the implementation of the Services. To be considered eligible, costs must:

- i) be necessary for carrying out the Services, be provided for specifically in this Agreement and comply with the principles of sound financial management, in particular value for money and cost-effectiveness;
 - ii) have actually been incurred during the implementation period of this agreement; and
 - iii) be recorded in the accounts of the Service Provider accounts, be identifiable, backed by originals of supporting evidence, and verifiable.
- d) The following costs shall not be considered eligible:
 - i) debts and provisions for possible future losses or debts;
 - ii) interest owed by the Service Provider to any third party;
 - iii) items already financed from other sources;
 - iv) purchases of land or buildings; and
 - v) currency exchanges losses.

8. Delays and Termination

- a) The Agreement shall enter into force upon signature by both Parties and shall remain in force until the Services have been satisfactorily provided or until otherwise terminated in accordance with the provisions herein.
- b) The Service Provider will carry out the Services in accordance with the work plan and within the timeframe set forth in the Annex and shall notify FAO of any delays that will prevent delivery of the Services in accordance with the work plan and within the timeframe set forth in the Annex.
- c) FAO may suspend or cancel all or part of this Agreement, obtain the Services elsewhere and make corresponding adjustments to any payments that may be due to the Service Provider, if the Service Provider fails to make delivery, or perform to a standard considered acceptable to FAO. Subject to consultation with the Service Provider, the determination of FAO, relating to this provision, shall be binding.
- d) If at any time during the course of this Agreement it becomes impossible for the parties to perform any of their obligations for reasons of Force Majeure, that party shall promptly notify the other in writing of the existence of such Force Majeure. The party giving notice is thereby relieved from such obligations as long as Force Majeure persists. For the purpose of this Agreement, the term "Force Majeure" shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under this Agreement, was not attributable to error or negligence on their part (or of their personnel, agents, or other representatives, or authorized subcontractors), and proves insurmountable in spite of all due diligence.
- e) FAO shall have the right to terminate this Agreement, by written notice to this effect, if it considers that continued implementation of the Agreement is impossible or impractical:

- (i) for unforeseen causes beyond the control of FAO;
 - (ii) in the event of a default or delay on the part of the Service Provider after written notice by FAO which provides a reasonable period to remedy the default or delay.
- f) In the event of termination as per 8e) above, the following shall apply:
 - (i) termination for unforeseen causes beyond its control, FAO shall complete all payments for expenses which have been incurred by the Service Provider up to the effective date of termination;
 - (ii) termination due to the Service Provider's default or delay, the Service Provider shall refund to FAO any payment already received in respect of Services that have not been performed to a standard considered acceptable to FAO.
- g) FAO shall have the right to terminate this Agreement, by written notice to this effect, if FAO establishes in accordance with its administrative procedures:
 - (i) irregularities, including any corrupt, fraudulent, collusive, coercive, unethical or obstructive practices in paragraphs 6 i)-p) on the part of the Service Provider in relation to this Agreement; or
 - (ii) a breach of the reporting requirements in paragraph 7 above.
- h) In the event of termination as per g) above, the Service Provider shall refund to FAO all payments that were made on the basis of the irregularity or corrupt, fraudulent, collusive, coercive, unethical or obstructive practices, or as otherwise determined by FAO to be equitable and take other action as deemed appropriate by FAO.

9. Terms of Payment

- a) The payments will be made after certification by the Responsible Officer of the request(s) for payment as follows:
 - (i) 1st payment of EUR 28 643 (twenty-eight thousand, six hundred forty-three Euro) upon signature of the present Agreement;
 - (ii) 2nd payment of EUR 28 643 (twenty-eight thousand, six hundred forty-three Euro) upon acceptance by FAO of the deliverable(s) or on the date indicated in the Work plan/Timeframe in the Annex.
 - (iii) Final payment of EUR 70 928 (seventy thousand nine hundred twenty-eight Euro) upon acceptance by FAO of the Final Report mentioned under paragraph 7a) above.
- b) The payments will be made in the currency stated in paragraph 1, in accordance with the detailed banking instructions provided by the Service Provider and defined in paragraph 2.
- c) The Service Provider shall submit each request for payment to the address indicated below:

Dr Keith Sumption, Executive Secretary of the EuFMD,
Food and Agriculture Organization of the United Nations,
Room C-518, Viale delle Terme di Caracalla, 00153 Rome, Italy
Tel.: +39 06 570 55528; e-mail: keith.sumption@fao.org

- d) FAO enjoys certain privileges and immunities which include exemption from payment of Value Added Tax ("VAT" or "IVA"), customs duties and importation restrictions.
- e) If the Service Provider fails to submit the Final Report mentioned in 7a) above no later than 30 days following completion, expiry or termination of this Agreement, FAO may, after provision of due notice of the default, terminate this Agreement without making the final payment.

10. Settlement of Disputes

- a) Any dispute between the parties arising out of the interpretation or execution of this Agreement, if not settled by negotiation between the parties or by another agreed mode of settlement, shall be submitted at the request of either party, to one conciliator. Should the parties fail to reach agreement on the name of a sole conciliator, each party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force.
- b) Any dispute not resolved by conciliation shall, at the request of either party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force. The arbitral tribunal shall have no authority to award punitive damages. FAO and the Service Provider agree to be bound by any arbitration award rendered in accordance with this article, as the final adjudication of any such dispute.
- c) The parties may request conciliation during the execution of this Agreement and in the period not to exceed twelve months after the completion, expiry or termination of this Agreement. The parties may request arbitration not later than ninety days after the termination of the conciliation proceedings. All dispute resolution proceedings shall be conducted in the language in which the agreement is drafted provided that it is one of the six official languages of FAO (Arabic, Chinese, English, French, Russian and Spanish). In cases where the language of the agreement is not an official language of FAO, the conciliation or the arbitration proceedings shall be conducted in English.

11. Amendments

Any changes or amendments to this Agreement shall be made in writing and on the basis of mutual consent of the signatories to this Agreement.

Signed on behalf of the Food and Agriculture Organization of the United Nations:

Signature: _____

Date: _____

Dr Berhe Tekola, Director, Animal Production and Health Division

Signed on behalf of the Istituto Zooprofilattico Sperimentale delle Regioni Lazio e Toscana 'M. Aleandri':

Signature: _____

Date: _____

Dr Ugo Della Marta, General Director

The Service Provider will sign two copies of this Agreement and return one to the Responsible Officer.