

DEL LAZIO E DELLA TOSCANA M. ALEANDRI

DELIBERAZIONE DEL DIRETTORE GENERALE

n.486.... del18/09/2018

OGGETTO: "Accordo di Collaborazione dell'IZSLT con la società AENOR INTERNACIONAL SA Num. 2018/24/AEN/IT per consulenza e supporto nella realizzazione del progetto:" BTSF Food Hygiene at Primary Production"- Ricavo massimo previsto € 2.000,00 - Centro di costo e codice progetto MIAMIC 3AEN18;

Proposta di deliberazione n 24 /RES del 4/09/2018

Ufficio Ricerca Sviluppo e Cooperazione Int.le

L'Estensore ...Eda Maria Flores Rodas

Il Responsabile del procedimento ...dott. Romano Zilli

Il Dirigente ... dott. Romano Zilli

Visto di regolarità contabilen. di prenot.

Parere del Direttore Amministrativo
Avv. Mauro Pirazzoli

☒ Favorevole ☐ Non favorevole

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

☒ Favorevole ☐ Non favorevole

IL DIRETTORE GENERALE

Dott. Ugo Della Manna

**IL RESPONSABILE DELL'UFFICIO RICERCA, SVILUPPO E COOPERAZIONE
INTERNAZIONALE**

Dott. Romano Zilli

OGGETTO: “Accordo di Collaborazione dell’IZSLT con la società AENOR INTERNACIONAL SA Num. 2018/24/AEN/IT per consulenza e supporto nella realizzazione del progetto:” BTSF Food Hygiene at Primary Production”- Ricavo massimo previsto € 2.000,00 - Centro di costo e codice progetto MIAMIC 3AEN18;

PREMESSO CHE

- La Legge regionale n. 14 del 29/12/2014 prevede come attività attribuita all’Istituto Zooprofilattico Sperimentale delle Regioni Lazio e 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 Toscana, periodo 2016-2020 individuano la cooperazione internazionale come attività strategica;

VISTO CHE

- La società AENOR INTERNACIONAL SA (da ora denominata solo AENOR) ha proposto a questo Istituto un Accordo di Collaborazione Num. 2018/24/AEN/IT riguardante la collaborazione nel progetto:” BTSF Food Hygiene at Primary Production – Course 2b on Food Hygiene on food of fishery products – Live Bivalve Molluscs”;
- La stessa società ha richiesto la collaborazione dell’Istituto in quanto in possesso di figure professionali idonee a ricoprire le attività previste dall’Accordo;
- Il dott. Luigi Lanni ha iniziato la realizzazione di parte delle attività previste nell’Accordo in oggetto, intervenendo come tutor nel precedente evento BTSF (primo modulo) che ha avuto luogo a Vigo (Spagna) in data 14-15/12/2017;
- l’evento previsto per il 27-28/9/2018 si configura come il secondo modulo programmato per lo stesso corso;

CONSIDERATO CHE

- Il compenso per lo svolgimento delle attività descritte in Accordo è quantificato in ragione di 400 Euro al giorno per un massimo di 5 giorni lavorativi da svolgere nell’arco del seguente periodo 01/12/2017 - 28/9/2018, indicativamente in due sessioni, fino ad un massimo complessivo di Euro 2000,00 previa presentazione dei time-sheet compilati e della fattura, fuori campo IVA ex art. 7-ter, DPR 633/72, relativa ai periodi indicati nei time sheet;
- AENOR in base all’Accordo, provvederà direttamente alla copertura di ogni spesa relativa alla mobilitazione dell’esperto dr. Luigi Lanni, ovvero trasporto internazionale, trasporti interni, vitto ed alloggio, diaria esclusa;

DATO ATTO

- che le attività correlate al contratto vengono svolte nel periodo 01/12/2017 - 28/9/2018;

RITENUTO

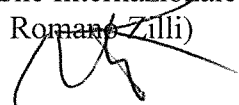
- Di dover approvare la partecipazione al progetto:” BTSF Food Hygiene at Primary Production”;
- Di dover stipulare con la AENOR l’Accordo di collaborazione in oggetto, ricavo massimo previsto € 2000,00;
- di individuare per la figura definita come “expert” il dott. Luigi Lanni dirigente biologo dell’IZSLT;

PROPONE

Per i motivi esposti in narrativa che ivi si intendono integralmente trascritti:

1. di approvare la proposta di deliberazione n. 24 RES del 04/09/2018 avente ad oggetto “Collaborazione dell’IZSLT con la società AENOR INTERNACIONAL SA Num. 2018/24/AEN/IT per consulenza e supporto nella realizzazione del progetto:” BTSF Food Hygiene at Primary Production”- Ricavo massimo previsto € 2.000,00 - Centro di costo e codice progetto MIAMIC 3AEN18;
2. di stipulare l’Accordo di collaborazione con la AENOR in oggetto;
3. di prevedere un ricavo massimo previsto per un importo di € 2000,00 a favore dell’Istituto previa presentazione dei time sheet e delle fatture fuori campo IVA ex art. 7-ter, DPR 633/72, relativa al periodo indicato nei time sheet;
4. di individuare come “expert” il dott. Luigi Lanni dirigente biologo dell’IZSLT, in qualità di Responsabile del progetto per l’Istituto;
5. di dare atto che tutti i ricavi e costi graveranno sul centro di costo e codice progetto MIAMIC 3AEN18;
6. di dare atto che le attività correlate all’Accordo saranno concluse entro il 28/9/2018;

Ufficio Ricerca, Sviluppo
e Cooperazione Internazionale
(dott. Romano Zilli)



IL DIRETTORE GENERALE

VISTA la proposta di deliberazione avanzata del dirigente della Ufficio Ricerca, Sviluppo e Cooperazione Int.le dott. Romano Zilli 24 RES del 04/09/2018 avente ad oggetto: "Collaborazione dell'IZSLT con la società AENOR INTERNACIONAL SA Num. 2018/24/AEN/IT per consulenza e supporto nella realizzazione del progetto:" BTSF Food Hygiene at Primary Production"- Ricavo massimo previsto € 2.000,00 - Centro di costo MIAMIC 3AEN18;

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;

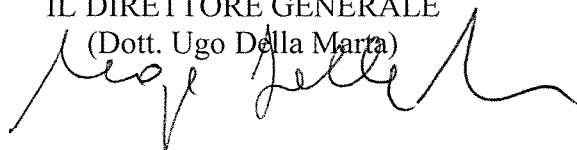
DELIBERA

Di approvare la proposta di Deliberazione n. 24 RES del 04/09/2018 avente ad oggetto: "Collaborazione dell'IZSLT con la società AENOR INTERNACIONAL SA Num. 2018/24/AEN/IT per consulenza e supporto nella realizzazione del progetto:" BTSF Food Hygiene at Primary Production"- Ricavo massimo previsto € 2.000,00 - Centro di costo LLBTSF18, sottoscritta dal Dirigente competente, da considerarsi parte integrante e sostanziale del presente provvedimento, rinviando al preambolo ed alle motivazioni in essa contenute e conseguentemente di:

1. stipulare l'accordo di collaborazione con AENOR;
2. prevedere un ricavo presunto per un importo di € 2000,00 a favore dell'Istituto previa presentazione dei time sheet e delle fatture fuori campo IVA ex art. 7-ter, DPR 633/72, relativa al periodo indicato nei time sheet;
3. individuare come "expert" il dott. Luigi Lanni dirigente biologo dell'IZSLT, in qualità di Responsabile del progetto per l'Istituto;
4. dare atto che tutti i ricavi e costi graveranno sulla commessa MIAMIC 3AEN18.
5. dare atto che le attività correlate all'Accordo saranno concluse entro il 28/9/2018;

IL DIRETTORE GENERALE

(Dott. Ugo Della Marra)



COLLABORATION AGREEMENT BETWEEN AENOR INTERNACIONAL AND ISTITUTO ZOOPROFILATTICO SPERIMENTALE LAZIO E TOSCANA

Num. 2018/24/AEN/IT– BTSF FOOD HYGIENE AT PRIMARY PRODUCTION

MEET

On one side, Mr. Rafael Iñigo García Meiro, a Spanish national, of legal age, in the name and representation of AENOR INTERNACIONAL SA (here in after AENOR), the registered office of which is located at 6 Génova Street, 28004 Madrid, and the Tax Identity Number of which is A-83076687, is authorized hereinafter by the deed of powers of attorney, numbered 1223 at the official records, he was vested with on 19th June of 2017, in the presence of the Notary Public of Madrid Mr. Luis RUEDA ESTEBAN.

And

On the other side, Dr. Ugo Della Marta acting General Director. legal representative of the Istituto Zooprofilattico Sperimentale Lazio e Toscana (hereinafter called IZSLT), public entity, with postal address in Via Appia Nuova 1411, 00178 Roma (Campannelle), Italy, and Fiscal Identity Number (Partita IVA) 00887091007.

WHEREAS

In 2014, AENOR entered into agreement as a consortium with AETS, AESA and AINIA, being awarded the project BETTER TRAINING FOR SAFER FOOD, Organisation of Training Courses on Food Hygiene at Primary Production to be implemented from May 6th 2014 to May 5th 2016, extended 6 months, and for the first phase, and extended to a second phase from November 7th 2016 to November 6th 2018. Each party of the Consortium will provide technical assistance and consultancy services in the framework of the Project. AENOR would therefore provide technical assistance and consultancy services in the proportion agreed within the consortium.

In the framework of this project the following has been agreed between the parties of the present Agreement :

ARTICLE 1 – PURPOSE

The purpose of the present agreement is to lay down the conditions under which the IZSLT will provide consultancy services that will support AENOR in the preparation and execution of the 2 training sessions of Course 2b on Food Hygiene on food of fishery products – Live Bivalve Mollusca that will be implemented between 2017 and 2018.

The expert, to be provided by the IZSLT, Dr. Luigi LANNI (herein after referred as “the expert”) will hold the position of Expert/Tutor on Pectinidae and wild live bivalve molluscs, and will represent AENOR for the purposes of this mission.

ARTICLE 2 – TYPE OF SERVICE

The type and detail of the work to be performed are given in the terms of reference appended (annex 1) to this agreement and with which the expert declares himself familiar.

The expert shall perform the services necessary to ensure that the activity proceeds smoothly and shall provide the corresponding training documents, reports and related documents in good time as required. He will do his utmost to make the report accepted. He will cooperate with the Project Manager of AENOR, Ms. Mónica ZABALA, and the Event Managers assigned to each session.

ARTICLE 3 – PLACE AND LENGTH OF THE MISSION

This agreement covers support in the preparation of the tender and the 2 training sessions of the course mentioned, to be organised by AENOR during 2017 to 2018 in the following dates:

Start date	End date	Location
11/12/2017	15/12/2017	Vigo, Spain
24/09/2018	28/09/2018	Vigo, Spain

During the implementation phase, the assignment will take place in one location, Vigo, Spain. Working days allocated to each session consider travelling, preparation and performance of the training session.

A total maximum of 5 working days have been foreseen, being distributed as follows:

Istituto Zooprofilattico Sperimentale Lazio e Toscana (IZSLT) – Expert Luigi LANNI

Activity		Start date	End date	Location	Num. Days
Prep. Course 2b	Luigi LANNI - Wild LBM	Home based		-	1
C2b - S1	Luigi LANNI - Wild LBM	14/12/2017	15/12/2017	Vigo, Spain	2
C2b - S2	Luigi LANNI - Wild LBM	27/09/2018	28/09/2018	Vigo, Spain	2
Total Num. days					5

Working days performed during the sessions will be calculated upon presentation of the timesheets.

ARTICLE 4 – REMUNERATION

IZSLT shall receive a fee of 400 euros for each working day.

The fees shall be paid to IZSLT on presentation of the duly completed and signed Timesheets, the originals will be signed by the expert during the training session.

Please see article 8 – Payment schedule.

Remark: the remuneration covers the telecommunications expenses and overhead cost not foreseen under this contract.

ARTICLE 5 – SUBSISTENCE

The project will take care of all related costs during the mobilization of the expert (hotel, meals, transport, etc.). No per diems are foreseen.

ARTICLE 6 – TRAVEL AND VISA COSTS

AENOR will cover the costs of international travels (including airport taxes), transport to/from airport in the country of destination for all 2 sessions.

Flights must be made in economy class by the most direct route according to the budget available for that purpose. The tickets will be provided to the expert.

Excess baggage charges shall not be reimbursed except when stipulated in the terms of reference.

Additional travels costs unforeseen at the time of signature of this agreement will be reimbursed after prior approval by the Project Manager and upon provision by the expert of supporting evidences that the allocated budget is not sufficient to allow the mobilisation of the expert in satisfactory conditions (time of travel).

ARTICLE 7 – LOGISTICS

Not applicable.

ARTICLE 8 –PAYMENT SCHEDULE

IZSLT will submit to AENOR an invoice according to the following payment schedule, agreed beforehand by both parties. Payment will be done within 30 days, the first week of the month in which the invoice has been submitted.

Payment Schedule		Num. Days	400€/day	Total
November 2018				
Preparation C2b	Luigi LANNI	1	400,00 €	
C2b-S1 implementation	Luigi LANNI	2	800,00 €	
C2b-S1 implementation	Luigi LANNI	2	800,00 €	2.000,00 €
TOTAL		5		2.000,00 €

Payment: presentation of the invoice the month before the payment

All invoices should be accompanied by the corresponding original timesheets signed by the expert and boarding passes, and should there be any additional reimbursable costs, the original supporting documents (i.e transfers from/to airport paid by the expert) should be attached and amounts included in the invoice.

The invoices shall stipulate the project reference, be presented on letterhead paper and expressed in Euro currency.

ARTICLE 9 – FINAL PAYMENT

Payment of the final invoice will be done within 30 days after completion of the mission (time sheets signed by the project manager) and approval by the European Commission of the final report.

IZSLT shall be paid in Euros for each invoice on the bank account listed here below:

Banca Popolare dell'Emilia Romagna

IBAN IT48C0538738860000002430983

BIC (swift code) BPMOIT22XXX

The rate of exchange applied, as appropriate, for the reimbursements shall be based on the **exchange rate applied by the European Union at the expenses' date** (for days worked outside the Euro zone):

<http://ec.europa.eu/budget/inforeuro/index.cfm?fuseaction=countries&Language=en>

ARTICLE 10 – VAT AND TAX REGIME

IZSLT takes due note that the European Commission is exempted from payment of all levies and taxes, particularly value added tax (VAT), in application of the provisions of articles 3 and 4 of the protocol on the privileges et immunities of the European Communities.

It is also established that the provision of personnel to Spanish company is not subject to the payment of VAT when that company uses such personnel exclusively outside Spain for the performance of an operation not subject to tax in application of the territoriality rules.

IZSLT shall therefore take the necessary steps with the appropriate authorities to ensure exemption of levies and taxes, particularly VAT for the goods and services required for performance of the contract, and under the tax regime applicable.

ARTICLE 11 – INSURANCE, SOCIAL SECURITY, AND PREVENTION

IZSLT is required to be in a lawful situation with respect to the provisions applicable to their personnel as regards registration, subscription of the relevant insurance policies (repatriation, health, third party civil liability...), pension regimes, social security payments.

Consequently, IZSLT shall be able to provide AENOR with the relevant documents regarding the insurance of the expert if required.

ARTICLE 12 – EXCLUSIVITY AND CONFIDENTIALITY

All the documents and materials (including photographs) prepared during the course of and for the purposes of the mission shall remain the property of AENOR and shall be returned to same upon its conclusion; the expert undertakes not to publish or disclose to any third party or to use for any other studies all or any part of such information or reports without the prior written consent of AENOR.

ARTICLE 13 –REPORTS

As stipulated in the terms of reference (cf. appendix), the various documents submitted by the expert shall be written **in English**. They shall be sent to the project manager of AENOR exclusively and on no account to the client or beneficiary without the consent of AENOR. A paper version and a computer version (preferably in Word) shall be provided within the allocated time.

ARTICLE 14 – RESPONSIBILITY OF THE EXPERT

IZSLT shall be responsible for the successful execution of the tasks specified in article 2 of this agreement.

ARTICLE 15 – CHANGE IN THE TERMS OF REFERENCE

IZSLT shall inform AENOR of any change that may be made in the terms of reference by the client or the beneficiary of the mission as soon as he learns of it, so that the appropriate contractual measures may be taken in good time.

ARTICLE 16 – END OF THE AGREEMENT

The agreement shall terminate on payment by the client (the European Commission) to AENOR of its final invoice. Until such time as the client has accepted that final invoice, the IZSLT is required to provide AENOR with any assistance that may be required to obtain the client's satisfaction and enable AENOR to obtain payment for the services supplied in the frame of the letter of contract quoted in article 1 of this agreement, even if he himself has received payment of her fees and expenses in full.

ARTICLE 17 – ELECTRONIC PRIVACY AND INFORMATION

In compliance with the terms of the law on electronic privacy and information (Spanish law LO 15/1999, 13 December), IZSLT is entitled to access and rectify data concerning him.

IZSLT hereby authorises AENOR to keep his dossier in a database exploited for its own purposes.

Specific information concerning the expert may be communicated to AENOR unless otherwise stipulated in writing by the expert.

ARTICLE 18 – WORK CONDITIONS

The expert is required to have obtained all available information on the destination country and to have accepted it. He therefore acknowledges having been informed of the living, accommodation, climatic, health and safety conditions of the zone to which she will be going to accomplish the mission.

ARTICLE 19 – LITIGATION

The parties undertake to do everything possible to settle any disputes amicably. Should such efforts fail, any dispute between the parties for the application of this agreement shall be submitted to the arbitration of the commercial court (Tribunal of Madrid).

ARTICLE 20 – CURRICULUM VITAE

IZSLT undertakes to produce on request from AENOR, a copy of his diplomas and of the certificates or other substantiating evidence of missions or professional positions held over the past ten years.

IZSLT hereby declares that she has provided AENOR with a CV, containing accurate, verifiable information.

In witness whereof the Parties hereto have executed this Agreement in two (2) originals as of the dates written below

For AENOR

For IZSLT

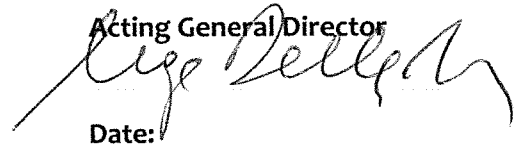
Mrs. Susana LOZANO

Director of Training Department

Date:

Dr. Ugo DELLA MARTA

Acting General Director

A handwritten signature in black ink, appearing to read 'Ugo Della Marta', written over a horizontal dotted line.

Date:

Annex 1: Terms of reference

TERMS OF REFERENCE – 2017-2018

Nature of the Assignment:

The purpose of the assignment is to participate in the preparation and delivery of training sessions within the project entitled “Training Courses on Food Hygiene at Primary Production” within the Better Training for Safer Food initiative financed by DG SANTE and implemented by the Consumers, Health, Agriculture and Food Executive Agency, CHAFEA. The expert will work for AENOR and in close cooperation with other experts assigned to this task, in the city where the sessions will be implemented, Vigo, Spain.

The special two training sessions aims at spreading knowledge and Community best practices in order to increase the level of expertise with regard to food hygiene and control issues concerning all stages of production, processing and distribution of Live Bivalve Molluscs.

Expected outputs as tutor:

1. PREVIOUS TO THE TRAINING

PREPARE TRAINING MATERIALS:

- Presentations and working groups:
- Multiple answer questions related to the sessions presented
- Syllabus of the specific presentation

2. DURING THE TRAINING SESSION

- Deliver the presentation
- Guide participants during the working groups sessions
- Compile questions made and prepare answers to them

3. AT THE END OF THE TRAINING SESSION – END OF THE DAY

Deliver the report:

- With any changes to the syllabus
- Any comments / amendments / improvements in relation to the training session
- Answers to the questions made during the session

Actions and remarks:

- **GENERAL REMARK:** During the session the Expert should be prevented from giving personal opinions and possible criticisms to any aspect of the existing EU Legislation and related issues. It should not be ignored that in the session, tutors represent the EU official “vision” and therefore should focus on spreading knowledge and guiding the debate and discussion among participants.
- **PRESENTATION/S GROUP DISCUSSION:** The Expert will deliver the presentation/s and lead the discussion. One of the targets will be to bring to a sharing of experiences on the legislation applicable to fishery products in the EU. To that end comments by participants on the current situation in their own country should be welcomed.

For the presentation of group conclusions, each group should nominate a “speaker”. This is useful tool also for the debriefing of site visits (see below).

- **SITE VISIT (if applicable):** The expert will accompany the group of participants and lead the visit to the establishment/s selected. Previous to the visit, the project Management Unit will brief the expert on the facility to be visited and will assist the expert in the organisation of the visit, i.e organisation/distribution of groups, according to the needs/conditions of the establishment.

Participants will be provided with a diagnosis grid produced by the Consortium. The expert should prepare a selection of relevant issues to be revised/checked by the groups on the visit, based on his/her personal experience (i.e most common problems in practical implementation of Hygiene requirements).

Annexes

1. Terms of reference (TOR) of the mission.

The expert should inform participants of the didactic nature of the visit that should serve only as a practical example for discussion and never as the object of the discussion itself.

- DEBRIEFING SITE VISIT (if applicable): The expert will lead the discussion and comments of the groups in a way to assure that on the basis of the example visited, participants share personal/national experiences, constraints, solutions, and possibly achieve some conclusions. The debriefing may need to be adapted, in terms of timing and location, in each specific situation.

PUBBLICAZIONE

Copia della presente deliberazione è stata pubblicata ai sensi della L.69/2009 e successive modificazioni ed integrazioni in data *18/09/2018*

IL FUNZIONARIO INCARICATO
..... Sig.ra Eleonora Quagliarella

