

ISTITUTO ZOOPROFILATTICO SPERIMENTALE DEL LAZIO E DELLA TOSCANA M. ALEANDRI

DELIBERAZIONE DEL DIRETTORE GENERALE

Oggetto:

Letter of Agreement (LoA) GF NSAHD RY20300000000, PO Number 357176 con Food and Agriculture Organisation (FAO) per la collaborazione nel progetto "Support to reduce the need for antimicrobial use in apiculture", - Contributo massimo a titolo di rimborso € 20.000,00 a favore dell'Ente - Responsabile scientifico Dott. Giovanni Formato - Codice progetto IGA GEN 23FAOA. Presa d'atto sottoscrizione.

Proposta di deliberazione n.	
Data Proposta di deliberazione	
Struttura	
L'Estensore	
Il Responsabile del procedimento	
Responsabile della Struttura	

Visto di Regolarità contabile	
N. di prenotazione	

IL Direttore Amministrativo
Dott. Festuccia Manuel

IL Direttore Sanitario
Dott. Leto Andrea

IL Direttore Generale f.f.
Dott. Leto Andrea

%firma%-1

%firma%-2

%firma%-3

Il Dirigente proponente, con la sottoscrizione del presente atto, a seguito dell'istruttoria effettuata attesta, ai fini dell'art. 1 della L. 20 del 1994, così come modificato dall'art. 3 della L.639 del 1996, che l'atto è legittimo nella forma e nella sostanza ed è utile per il servizio pubblico.

(Documento informatico firmato digitalmente ai sensi del D.Lgs 82/2005 s.m.i. e norme collegate, il quale sostituisce il documento cartaceo e la firma autografa)

**IL RESPONSABILE DELL' UFFICIO RICERCA, INNOVAZIONE E COOPERAZIONE
INTERNAZIONALE
Dott. Romano Zilli**

Oggetto: Letter of Agreement (LoA) GF NSAHD RY20300000000, PO Number 357176 con Food and Agriculture Organisation (FAO) per la collaborazione nel progetto “Support to reduce the need for antimicrobial use in apiculture”, - Contributo massimo a titolo di rimborso € 20.000,00 a favore dell'Ente – Responsabile scientifico Dott. Giovanni Formato - Codice progetto IGA GEN 23FAOA. Presa d'atto sottoscrizione.

PREMESSO CHE

- 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 Letter of Agreement (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 all'Istituto l'accordo in forma di Letter of Agreement (LoA) GF NSAHD RY20300000000, PO Number 357176 in data 16/12/2022 per la collaborazione nel progetto “Support to reduce the need for antimicrobial use in apiculture”;

PRESO ATTO

- che secondo i termini della LOA, il progetto ha la finalità di aumentare il livello di consapevolezza degli apicoltori in tematiche di antimicrobicoresistenza (AMR) in linea con il FAO Action Plan su AMR 2021-2025;
- che il progetto prevede la messa a disposizione da parte dell'Istituto di proprie risorse idonee a svolgere le attività descritte, nell'arco del periodo dal 21/12/2022 al 31/12/2023;
- il progetto prevede, a titolo di rimborso in favore dell'Istituto per le spese necessarie allo svolgimento delle attività sopra descritte, un contributo complessivo pari ad € 20.000,00;
- che l'erogazione del contributo è prevista secondo la modalità descritta nella LoA, ovvero:
 - Primo acconto, non superiore ad € 6.000,00 alla stipula dell'accordo;
 - Secondo acconto, non superiore ad € 4.000,00 all'accettazione da parte di FAO del report intermedio o alla scadenza o lasso di tempo indicati nel piano di lavoro;
 - Terzo acconto, non superiore ad € 6.000,00 all'accettazione da parte di FAO del report intermedio o alla scadenza o lasso di tempo indicati nel piano di lavoro;
 - Saldo finale, non superiore ad € 4.000,00 all'accettazione da parte di FAO del Report finale.

DATO ATTO

- che ricavi e costi saranno imputati al codice progetto IGA GEN 23FAOA, come da prot. 8710/22 del 21/12/2022;
- che il piano di attività integrato alla LoA prevede anche le spese per i relativi materiali e servizi di cui l'Istituto dovrà approvvigionarsi per l'esecuzione di quota parte delle attività;

RITENUTO OPPORTUNO

- di prendere atto della sottoscrizione dell'accordo di cui alla LoA oggetto della presente proposta di deliberazione;
- di individuare come responsabile scientifico del progetto il dott. Giovanni Formato, dirigente veterinario dell'Istituto, in virtù delle precedenti esperienze nazionali ed internazionali maturate dallo stesso e dalla Unità di Apicoltura, presso la quale lo stesso Dirigente opera, nella materia oggetto della presente LoA;
- di autorizzare il dott. Giovanni Formato allo svolgimento di ogni attività necessaria all'assolvimento dei compiti derivanti dalla stipula dell'accordo;

PROPONE

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

- 1) di prendere atto della sottoscrizione dell'accordo di cui alla Letter of Agreement (LoA) GF NSAHD RY20300000000, PO Number 357176 allegata al presente atto, di cui forma parte integrante e sostanziale, per la collaborazione nel progetto "Support to reduce the need for antimicrobial use in apiculture";
- 2) di prendere atto delle attività previste dall'accordo con FAO, che si svolgeranno nel periodo compreso tra il 21/12/2022 al 31/12/2023 nonché dei relativi impegni;
- 3) di prendere atto che il contributo massimo a titolo di rimborso a favore dell'Istituto, derivante dall'accordo in oggetto è pari a € 20.000,00;
- 4) di dare atto che ricavi e costi saranno imputati al codice progetto IGA GEN 23FAOA, come da prot. 8710/22 del 21/12/2022;
- 5) di individuare come responsabile del progetto il dott. Giovanni Formato, dirigente veterinario dell'Istituto.

Ufficio Ricerca, Innovazione e Cooperazione
Internazionale
(Dott. Romano Zilli)

IL DIRETTORE GENERALE

VISTA la proposta di deliberazione avanzata del dirigente dell'Ufficio Ricerca, Innovazione e Cooperazione Internazionale dott. Romano Zilli avente ad oggetto: Letter of Agreement (LoA) GF NSAHD RY20300000000, PO Number 357176 con Food and Agriculture Organisation (FAO) per la collaborazione nel progetto "Support to reduce the need for antimicrobial use in apiculture", - Contributo massimo a titolo di rimborso € 20.000,00 a favore dell'Ente – Responsabile scientifico Dott. Giovanni Formato - Codice progetto IGA GEN 23FAOA. Presa d'atto sottoscrizione.

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 avente ad oggetto: Letter of Agreement (LoA) GF NSAHD RY20300000000, PO Number 357176 con Food and Agriculture Organisation (FAO) per la collaborazione nel progetto "Support to reduce the need for antimicrobial use in apiculture", - Contributo massimo a titolo di rimborso € 20.000,00 a favore dell'Ente – Responsabile scientifico Dott. Giovanni Formato - Codice progetto IGA GEN 23FAOA. Presa d'atto sottoscrizione. e conseguentemente:

- 1) di prendere atto delle attività previste dall'accordo con FAO, che si svolgeranno nel periodo compreso tra il 21/12/2022 al 31/12/2023 nonché dei relativi impegni;
- 2) di prendere atto che il contributo massimo a titolo di rimborso a favore dell'Istituto, derivante dall'accordo in oggetto è pari a € 20.000,00;
- 3) di dare atto che ricavi e costi saranno imputati al codice progetto IGA GEN 23FAOA, come da prot. 8710/22 del 21/12/2022;
- 4) di individuare come responsabile del progetto il dott. Giovanni Formato, dirigente veterinario dell'Istituto.

IL DIRETTORE GENERALE f.f.
(Dott. Andrea Leto)



FAO Budget Code: GF NSAHD RY20300000000
GRMS Supplier Number: 53870
PO Number : 357176

Your Ref:

LETTER OF AGREEMENT

Between

the Food and Agriculture Organization of the United Nations ("FAO")

and

the Istituto Zooprofilattico Sperimentale del Lazio e della Toscana "M. Aleandri"
Via Appia Nuova, 1411 – 00178 Rome (Italy)

For provision of

"Support to reduce the need for antimicrobial use in apiculture"

1. Introduction

The Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO") and the Istituto Zooprofilattico Sperimentale del Lazio e della Toscana "M. Aleandri" ("IZSLT")(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 reduce the need for antimicrobial use in apiculture. To enable the Service Provider to provide the Services, FAO will pay the Service Provider a total amount not exceeding **EUR 20 000** (twenty thousand euros), which represents FAO's maximum financial liability, into the Service Provider's account specified in Paragraph 2 below.

In performing the Services, the Service Provider will comply in full and without delay with all rules and regulations that are issued by national and local governments regarding quarantine, public health, and/or the holding of public events and gatherings. In case of failure to comply, FAO may cancel part of the Services, and suspend or terminate the Agreement in accordance with the provisions detailed in the section "Delays and Termination" of this Agreement. In addition, the Service Provider may not, as part of the Services described in this Agreement, arrange any international travel for individuals that are not under their employment, without the prior notification and written clearance from the FAO LoA Responsible Officer who is named below. Such notification should clearly mention the name of the traveller, reason for travel, and the origin and destination of the journey.

2. Detailed Banking Instructions

Bank name: Banca Popolare dell'Emilia Romagna

Bank country and city: Modena (Italy)

Bank branch address: Via S. Pancrazio 10, 00041 Albano (RM)

Branch name: BPER Banca - Banca Popolare dell'Emilia Romagna

SWIFT code: BPMOIT22XXX

Account number: 30983

Exact bank account holder's name: Istituto Zooprofilattico Sperimentale del Lazio e della Toscana
"M. Aleandri"

Account currency: EUR
Bank branch code or sort code:
IBAN number: IT 48 C 05387 38860 000002430983

3. Designation of the FAO Responsible Officer

Ms Jieun Kim, Animal Health Officer, FAO, Viale delle Terme di Caracalla, 00153 Rome, +39 06 570 51254, jieunchoi.kim@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 on 19 December 2022, **whichever of the three dates is the latest** and will terminate on 31 December 2023.

5. Purpose

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

(i) **Objective.** The Services will contribute to the following Organizational objective promoting good practices and responsible use of antimicrobials in beekeeping, in line with the FAO Action Plan on AMR 2021-2025.

(ii) **Outputs.** The Service Provider will produce, achieve or deliver the following outputs:

Output 1: Monitor geographical prevalence of American Foulbrood (AFB) resistance to antibiotics in *Paenibacillus larvae* by investigating strains isolated by IZSLT since 2013 from different hive matrixes (honey, bees, hive debris, etc.). Make comparison with results obtained in other countries where antibiotics are registered for bees and are currently in use.

Output 2: Verify the effectiveness of the early detection of AFB, in association with beekeeping techniques able to control the disease without the use of antibiotics.

Output 3: Develop the training materials for the PMP facilitators.

Output 4: Develop one article, ready to publish it on a peer-reviewed journal, possibly concerning the PMP-AMR in beekeeping for the sustainable beekeeping.

Output 5: Translation of FAO Progressive Management Pathway for Antimicrobial Resistance (PMP-AMR) in another FAO official language different from English (e.g. Chinese or Spanish).

(iii) **Activities.** The Service Provider will undertake the following activities:

Under output 1

- Develop a concept note of the study, including background and methods, even considering the geographical coverage.

- Verify the antibiotic regulation in countries on which the strains have been detected.
- Draft the result analysis ready to be published in a peer-reviewed journal.

Under output 2

- Coordinate a study to verify the shook swarm technique through the early detection as an alternative to antibiotic use in beekeeping.
- Draft the result analysis ready to be published in a peer-reviewed journal.

Under output 3

- Provide the course outlines for approval.
- Coordinate to develop course material concerning PMP- AMR in beekeeping using different platforms (i.e., PowerPoint, Document, etc.).

Under output 4

- Coordinate to set-up the paper.
- Provide the draft of the paper for FAO approval.

Under output 5

- Coordinate to set-up the document.
- Provide the draft version for FAO approval.

- 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.

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. FAO will not 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.
- 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 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. In particular, in performing the Services, the Service Provider will comply in full and without delay with all rules and regulations that are issued by national and local governments regarding quarantine, public health, and/or the holding of public events and gatherings. In case of failure to comply, FAO may cancel part of the Services, and suspend or terminate the Agreement in accordance with the provisions detailed in the section "Delays and Termination" of this Agreement. In addition, the Service Provider may not, as part of the Services described in this Agreement, arrange any international travel for individuals that are not under their employment, without the prior notification and written clearance from the FAO LoA Responsible Officer who is named below. Such notification should clearly mention the name of the traveller, reason for travel, and the origin and destination of the journey
- 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) 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.
- p) 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 (iii) 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.
- q) The Service Provider shall return to FAO any unexpended funds budgeted and paid by FAO under this Agreement.
- r) 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.
- s) 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.
- t) 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 a person designated by FAO, 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 and granting to FAO or other designated person 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.

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 6i)-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 not to exceed EUR 6 000 upon signature of the present Agreement;
 - (ii) 2nd payment not to exceed EUR 4 000 upon acceptance by FAO of the study concept note on Output 1 and Output 2 and the draft course outline on Output 3 as indicated in the work plan;
 - (iii) 3rd payment not to exceed EUR 6 000 upon acceptance by FAO of the draft analysis report/articles on Output 1, 2 and Output 4;
 - (iv) Final payment not to exceed EUR 4 000 upon acceptance by FAO of Output 5 and 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:

Mr Keith Sumption
Chief, Joint Zoonotic Diseases and AMR Centre (CJWZ)
Chief Veterinary Officer (CVO)/Leader Animal Health Programme (NSAH)
Food and Agriculture Organization of the United Nations
Via delle Terme di Caracalla
00153 Rome (Italy)

- 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: 16 December 2022

Thanawat Tiensin, Director, NSA

Signed on behalf of the Istituto Zooprofilattico Sperimentale del Lazio e della Toscana 'M. Aleandri' (IZSLT):

Signature: **DIRETTORE GENERALE f.f.**
Dr. Andrea Leto

Date: 21/12/2022 

Andrea Leto
Acting Director-General

The Parties agree that this Agreement will be concluded electronically via email exchange of scanned signed copies of the Agreement and that the signed copies exchanged in this manner shall be treated as original. The Agreement shall enter into effect on the date of signature and, if signature takes place on different dates, it shall enter into effect on the date of last signature.

ANNEX 1 TERMS OF AGREEMENT

1. Background

Pollination is critical for food production and human livelihoods, linking wild ecosystems with agricultural production systems and people. Additionally, beekeeping with its manifold products, ranging from honey and propolis to bee venom, can provide an important source of income for many rural livelihoods and an international study estimates that the annual global food production which depends on pollination is worth between USD 235 and 577 billion.

FAO is committing itself more and more to beekeeping as a result of specific requests and instances raised by its Member States.

In FAO, beekeeping falls mainly, though not exclusively, under the Agriculture and Consumer Protection Department and is assigned primarily to the Plant Production and Protection Division for pollination services and biodiversity issues and the FAO/WHO Joint Centre for Zoonotic Diseases and Antimicrobial Resistance/Animal Production and Health Division for the veterinary, animal genetics and production aspects. While a document on good beekeeping practices focusing on bee health has been developed, a document focusing on improved production of the manifold bee products, helping to reduce poverty and to increase sustainability and resilience of small-scale producers, is still missing.

The Service Provider is a public health control institution with a technical, administrative and managerial autonomy.

The Service Provider is a FAO Reference Centre for Animal Health and Food Security - Discipline Apiculture, health and biosecurity, since January 2020.

The Service Provider is an OIE Collaborating Centre for Good Beekeeping Management Practices and Biosecurity Measures in the Apiculture Sector, since May 2021.

It operates as a technical and scientific instrument within the National Public Health Service for the Latium and Tuscany Regions (Central Italy) as well as for the Italian State.

The Service Provider is proposed to act as the implementation partner as it performs laboratory analysis, research, epidemiological surveillance, continuous training and international cooperation activities. In addition to typically veterinary services and routine activities, the Service Provider is involved in an EU-funded project on good and sustainable beekeeping practices and performs a number of other activities specifically aimed at improving production for the beekeeping sector:

- honey bee diseases diagnostic services;
- honey bee products and feedstuffs control by means of microbiological, chemical physical and organoleptic examinations including laboratory tests to check their quality standards;
- inspections of imported queen bee consignments;
- technical and scientific support to beekeepers including training sessions;
- experimental research in the field of bee products, food safety and hygiene;
- studies, experiments and production technologies and techniques needed to monitor the safety of food of animal origin and animal feed;

- scientific and technological cooperation at national and international level;
- epidemiological surveillance on food safety, livestock and their products, including the environmental factors;
- risks analysis linked to the honey bees and bee products;
- support, technical assistance, training and hygiene information to beekeepers; and
- training of National Health Service staff and other operators in the beekeeping sector.

2. Terms of Reference

2.1 Definition of Output(s) and/or Outcome(s)

Outcome: Support to reduce the need for antimicrobial use in apiculture.

Output 1: Monitor geographical prevalence of American Foulbrood (AFB) resistance to antibiotics in *Paenibacillus larvae* by investigating strains isolated by IZSLT since 2013 from different hive matrixes (honey, bees, hive debris, etc.). Make comparison with results obtained in other countries where antibiotics are registered for bees and are currently in use.

Milestones for output 1:

- Develop a concept note of the study, including background and methods, even considering the geographical coverage.
- Verify the antibiotic regulation in countries on which the strains have been detected.
- Draft the result analysis ready to be published in a peer-reviewed journal.

Output 2: Verify the effectiveness of the early detection of AFB, in association with beekeeping techniques able to control the disease without the use of antibiotics.

Milestones for output 2:

- Coordinate a study to verify the shook swarm technique through the early detection as an alternative to antibiotic use in beekeeping.
- Draft the result analysis ready to be published in a peer-reviewed journal.

Output 3: Develop the training materials for the PMP facilitators.

Milestones for output 3:

- Provide the course outlines for approval.
- Coordinate to develop course material concerning PMP- AMR in beekeeping using different platforms (i.e., PowerPoint, Document, etc.).

Output 4: Set up an article, on a peer-reviewed journal, possibly concerning the PMP-AMR in beekeeping for the sustainable beekeeping.

Milestones for output 4:

- Coordinate to set-up the paper.
- Provide the draft of the paper for FAO approval.

Output 5: Translation of the manual in another FAO official language different from English (e.g. Chinese or Spanish).

Milestones for output 5:

- Coordinate to set-up the document.
- Provide the draft of the manual for FAO approval.

2.2 Description of Services

Activities.

The Service Provider will undertake the following activities:

Under output 1:

- Develop a concept note of the study, including background and methods, even considering the geographical coverage.
- Verify the antibiotic regulation in countries on which the strains have been detected.
- Draft the result analysis ready to be published in a peer-reviewed journal.

Under Output 2:

- Coordinate a study to verify the shook swarm technique through the early detection as an alternative to antibiotic use in beekeeping.
- Draft the result analysis ready to be published in a peer-reviewed journal.

Under Output 3:

- Provide the course outlines for approval.
- Coordinate to develop course material concerning PMP- AMR in beekeeping using different platforms (i.e., PowerPoint, Document, etc.).

Under Output 4:

- Coordinate to set-up the paper.
- Provide the draft of the paper for FAO approval.

Under Output 5:

- Coordinate to set-up the document.
- Provide the draft of the manual for FAO approval.

2.3 Workplan and Timeframe (Duration)

	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023
Output 1:													
Monitor geographical prevalence of American Foulbrood (AFB) resistance to antibiotics in <i>Paenibacillus larvae</i> by investigating strains isolated by IZSLT since 2013 from different hive matrixes (honey, bees, hive debris, etc.). Make comparison with results obtained in other countries where antibiotics are registered for bees and are currently in use													
Develop a study concept note of the study including background and method, considering the geographical coverage	X	X	X										
Verify the antibiotic regulation in countries on which the strains have been detected								X	X				
Draft the result analysis ready to be published in a peer-reviewed journal										X	X	X	
Output 2:													

Verify the effectiveness of the early detection of AFB, in association with beekeeping techniques able to control the disease without the use of antibiotics													
Develop a study concept note of the study including background and method	X	X	X										
Draft the result analysis ready to be published in a peer-reviewed journal										X	X	X	
Output 3: Develop the training materials for the PMP facilitators													
Provide the course outlines for approval			X	X									
Develop course material using different platforms (i.e., PowerPoint, Document, etc.)					X	X	X	X	X				
Output 4: Set up one article, on a peer-reviewed journal, possibly concerning the PMP-AMR in beekeeping for the sustainable beekeeping													
Coordinate to set-up the paper			X	X	X	X	X	X	X	X			
Provide the draft of the paper for FAO approval											X	X	X
Output 5: Translation of the manual in another FAO official language different from English (e.g. Chinese or Spanish)													
Coordinate to set-up the document			X	X	X	X	X	X	X	X			
Provide the draft of the manual for FAO approval											X	X	X

2.4 Monitoring Mechanisms and Reporting Requirements

Ms Jieun Kim, Animal Health Officer, (FAO HQ, Rome, Italy) will monitor the proper implementation of the Agreement and certify to the disbursing officer that the terms of the Agreement have been satisfactorily met and that appropriate payments can be made.

3. **Inputs to be provided free of charge by Service Provider**

- a. The Service Provider will provide, throughout the duration of the Agreement, a portion of the staff time costs as a contribution to the project. These contributions will be documented and included in the Final Report .
- b. Where possible, the Service Provider will provide office and meeting room space for meetings with the consultants or partners throughout the duration of the Agreement.

4. **Inputs to be provided in kind by FAO**

FAO will provide technical backstopping to the Service Provider during the planning and implementation of all activities.

Timing of Inputs: duration of the LoA.

5. Detailed budget

The Agreement covers the provision by FAO of a total amount of EUR 20,000 to the Service Provider . Costs are shown as estimates; the actual costs will be reported on the final statement of expenditures before final payment is made.

This financial contribution shall be used as per following breakdown:

No.	Item	Unit	Quantity	Unit Cost	Total Cost
				EUR	EUR
1	EXPENDABLE EQUIPMENT ANCILLARY TO SERVICES + PUBLICATION COSTS				
1.1	Laboratory analysis	each	50	135	6,750
1.2	Hiring of hives	months	10	400	4,000
1.3	Publication of the paper on a peer-reviewed magazine	Lump-sum	1	2,000	2,000
1.4	Translation in another official FAO language of the Manual of PMP-AMR for sustainable beekeeping	Thousand words	36.25	200	7,250
	FAO'S MAXIMUM FINANCIAL LIABILITY	GRAND		TOTAL	20,000

6. Responsible Officer

Ms Jieun Kim (FAO), has been designated by the Budget Holder responsibility to manage and monitor the proper implementation of the Agreement on behalf of FAO and to certify to the Budget Holder that the terms of the Agreement have been satisfactorily met and that appropriate payments can be made.

Mr Giovanni Formato, DVM, person in charge of the “Apiculture, Honey Bee Productions and Diseases” Laboratory, of the “OIE Collaborating Centre for Good Beekeeping Management Practices and Biosecurity Measures in the Apiculture Sector” and of the “FAO Reference Centre for Animal Health and Food Security - Discipline Apiculture, health and biosecurity”, has been designated by the IZLT Director General responsibility to manage the proper implementation of the Agreement on behalf of IZSLT.

7. Reimbursements

The Service Provider must reimburse to FAO by 31 December 2023 any overpayments that may have been effected or excess funds, which may remain after completion of the services.

8. Any other relevant information

Not applicable.

