

DELIBERAZIONE n. 4

allegata al VERBALE n. 25 della seduta del CONSIGLIO DI AMMINISTRAZIONE del 25.5.2018

OGGETTO: Adesione al Memorandum of Understanding con World Organization for Animal Health (OIE).

Sono presenti i Signori:

<i>Il Presidente</i>	Prof. Gualtiero RICCIARDI
<i>I Componenti</i>	Avv. Enrico LUBRANO
	Dott. Alessandro COSIMI

Partecipa, altresì, del Collegio dei Revisori dei Conti:

<i>Presidente</i>	Avv. Carlo Geronimo CARDIA
<i>Componente</i>	Dr.ssa Angela SALVINI (in audioconferenza)

Partecipano, inoltre:

- il Dott. Angelo **DEL FAVERO**, Direttore Generale dell'ISS;
- la Dott.ssa Rosa M. **MARTOCCIA**, Direttore Centrale delle Risorse Umane ed Economiche dell'ISS;

Svolge le funzioni di Segretario il Dott. Francesco **BARNATO**, Dirigente amm.vo dell'ISS.

Relatore: **IL PRESIDENTE**

Il Relatore fa presente al Consiglio che l'OIE, Organizzazione Mondiale della Sanità Animale, è l'organo scientifico di riferimento dell'OMC (Organizzazione Mondiale del Commercio) in caso di conflitti di carattere Sanitario.

L'OIE sta sviluppando Programmi attraverso il Fondo Mondiale con il contributo di importanti Partner (es. Stati Uniti, Cina, Giappone, Commissione UE, Banca Mondiale, Fondazione Bill Gates). L'OIE ha già finalizzato un accordo di partenariato con il CDC di Atlanta ed è in fase di definizione quello con l'Istituto Pasteur.

L'obiettivo dell'accordo (v. allegato n.1) è lo Sviluppo di un approccio transdisciplinare e olistico per la raccolta, analisi e disseminazione dei dati che non sia esclusivamente rivolto alle malattie degli animali ma che includa la salute umana, il clima e l'ambiente e lo Sviluppo di programmi di ricerca sull'ambiente e la biodiversità con un approccio "One Health".

Un accordo tra OIE e ISS consentirebbe la valorizzazione degli aspetti più strettamente sanitari e interdisciplinari, senza entrare in competizione con le materie più strettamente veterinarie, già coperte da accordi operativi con gli Istituti Zooprofilattici. questo Accordo ampliherebbe lo spettro di attività "One Health" anche attraverso l'OMS dove l'ISS è già storicamente presente.

Inoltre il Relatore sottolinea che le risorse oggetto dell'Accordo, oltre ad aprire le porte alla partecipazione al Consiglio del Fondo Mondiale, sarebbero disponibili per l'ISS stesso per operazioni che l'Istituto e l'Italia indicherebbero come strategiche, compresa la possibilità di accreditare personale presso la sede centrale di Parigi o i dodici uffici distribuiti in tutti i continenti.

Tanto premesso

IL CONSIGLIO

- Vista la relazione e l'allegato n.1);
- Udito il Relatore;
- Sentito il Direttore Generale;
- Dopo ampia ed approfondita discussione;
- All'unanimità

DELIBERA

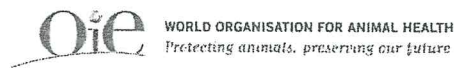
di **approvare** l'adesione dell'ISS all'accordo con l'OIE, così come indicato in premessa.

La sottoscrizione del suddetto accordo - importando l'erogazione di un contributo finanziario - avverrà solo dopo l'avvenuta approvazione dell'assestamento di bilancio, argomento di prossimo esame di codesto Consiglio. L'allegato n.1) è parte integrante della presente delibera.

Letto, confermato e sottoscritto.

IL SEGRETARIO

IL PRESIDENTE



INSTITUTE
LOGO

**MEMORANDUM OF UNDERSTANDING
TO PROMOTE AND ENHANCE COLLABORATION
AT THE INTERNATIONAL LEVEL
ON THE ONE HEALTH APPROACH**

Between

**The World Organisation for Animal Health
12, rue de Prony, F-75017 Paris, France
("OIE")**

and

**Istituto Superiore di Sanità
Viale Regina Elena, 299, 00161 Rome, Italy
(Italian National Institute of Health "ISS")**

Whereas, **OIE** and **ISS**, hereinafter referred to as "Party" individually, or collectively as the "Parties", have or have access to high standard scientific and technical capabilities and facilities;

Whereas, the Italy, a founding member of the OIE, and the OIE share a longstanding commitment to promoting animal health to support the development and implementation of One Health interventions;

Whereas, the Parties share a specific interest in further strengthening relations and broadening the scope of joint research activities and researchers' interchanges;

Whereas, the Parties believe that a formal Memorandum of Understanding ("MoU") will provide the structure and basis for implementing and expanding such joint activities;

Now, therefore, the Parties hereby agree as follows:

1. PREAMBLE

1.1 The need to fight animal diseases at global level led to the creation of the Office International des Epizooties through the international Agreement signed on January 25th 1924. In May 2003 the Office became the World Organisation for Animal Health but kept its historical acronym OIE.

The OIE is the intergovernmental organisation responsible for improving animal health worldwide. It is recognised as a reference organisation by the World Trade Organization (WTO), and in 2017 has a total of 181 Member Countries. The OIE maintains permanent relations with 71 other international and regional organisations and has Regional and sub-regional Offices on every continent.

The main objectives of the OIE are the following:

- To ensure transparency in the global animal disease situation;
- To collect, analyse and disseminate veterinary scientific information (network of 311 OIE Collaborating Centres and Reference Laboratories across the world);
- To encourage international solidarity in the control of animal diseases;
- To safeguard world trade by publishing health standards for international trade in animals and animal products (the Terrestrial Animal Health Code, the Manual of Diagnostic Tests and Vaccines for Terrestrial Animals, the Aquatic Animal Health Code and the Manual of Diagnostic Tests for Aquatic Animals);
- To improve the legal framework and resources of national Veterinary Services; and
- To provide a better guarantee of food of animal origin and to promote animal welfare through a science-based approach.

1.2 The Istituto Superiore di Sanità (ISS) is a public government institution, representing the technical and scientific body of the Italian National Health System. ISS mission is the promotion and protection of public health through research, surveillance, regulation, control, prevention, communication, guidance and training. The ISS produces knowledge through research and trials and disseminates scientific knowledge and evidence to decision-makers, professional workers and citizens in order to protect and promote public health. Promotion and protection of public health are pursued through activities that recognize the interconnection between people, animals, plants, and their shared environment in one health approach. ISS develops tools and strategies aimed at ensuring food safety, fighting zoonosis, promoting animal welfare and assessing environmental risks for human health including climate changes.

2. GENERAL SCOPE OF COLLABORATION

2.1 The present MoU aims at establishing the general framework of collaboration between the Parties. The Parties agree that their mutual goal under this MoU is to promote and conduct high-quality research with One Health approach. Subject to their respective missions and statutes, the Parties hereby undertake to strengthen their collaboration in the fields of:

- (i) Enhance and promote collaboration at the international level on the impact of climate change on animal health and for a better understanding of the relationship between eco-system health, biodiversity loss and the spread of diseases that impact on animal health and welfare;
- (ii) Improved access to reliable animal health data and epidemiological trends linked to climate change through the OIE information system;
- (iii) Better reflection and integration of the impacts of climate change and of the impacts of biodiversity loss and invasive alien species in the OIE standards, guidelines and publications;

A detailed programme of collaboration is developed under **Annex 1** to this MoU. Other areas of collaboration may be added by mutual agreement.

2.2 Both Parties will contribute to the fostering and development of the cooperative relationship between them. The proposed activities will be based on the programmes offered at either institution, as felt desirable and feasible by either Party, and will be progressively developed as resources and opportunities become available.

2.3 The Parties agree that any joint research under this MoU will be conducted in compliance with all applicable rules and regulations, in particular with regard to ethics, research on human subjects and animals, and laboratory safety principles.

2.4 Each scientific project identified within the framework of this MoU will be subject to a specific agreement between the Parties, specifying: the subject of the collaboration; the duration and place of execution; the resources allocated to it; the entities/officers responsible for its conduct; the process for the evaluation of results; and any other specific conditions attached to the execution of the project, e.g. other partners, training components, or biological material transfer, as appropriate.

3. LIMITATIONS

3.1 This MoU is intended as an expression of mutual goodwill and of shared interest. Any commitment made under this MoU or any collaborative activity as outlined in Article 2 above shall be subject to the availability of sufficient financial and human resources for that purpose, as well as each Party's mission and statutes, programme of work, priority activities, internal rules, regulations, policies, administrative procedures and practices.

3.2 This MoU in no way restricts either of the Parties from participating in any activity with other public or private agencies, organizations, or individuals. However, by signing this MoU the Parties certify that they have not received in the last ten years any financial or other support of any kind from the tobacco or arms industries or their subsidiaries, and that they have a policy at the institutional level not to accept such support in any future activities.

3.3 The Parties agree that they shall not engage in any collaborative activities which may be held as an endorsement of particular branded products or services in preference over others of a similar nature.

3.4 This MoU does not apply to any person or entity outside the Parties.

4. RESPONSIBILITIES OF THE PARTIES

4.1 The Parties agree to convene periodic meetings in order to oversee any collaborative activities undertaken as a result of this MoU. Each Party will be represented by their respective Director or their appointed representative, nominated by advance written communication to the other Party.

4.2 The purpose of these meetings is to review progress made under this MoU, to discuss further activities and to take any adequate measures, in addition to the general provisions contained

herein and subject to Article 3 above, to ensure the proper implementation of the present collaboration.

4.3 The Parties' representatives may, by prior mutual agreement, occasionally invite external experts to participate in these meetings, should it be required in view of the items discussed.

Responsibilities of ISS – Payment of the contributions:

4.4 ISS will make payments in respect of the approved programme in accordance with the following schedule:

- (i) EUR 500,000 upon signature of the MoU;
- (ii) EUR 375,000 (75 percent of second year) upon receipt and validation of the first annual Progress Report, in accordance with Paragraph 4.13;
- (iii) EUR 125,000 (25 percent of second year); subject to receipt of certified "call for fund" report showing 100 percent disbursement/commitment of the first instalment and of 70 percent disbursement/commitment of the second instalment;
- (iv) EUR 375,000 (75 percent of third year) upon receipt and validation of second annual Progress Report, in accordance with Paragraph 4.13;
- (v) EUR 125,000 (25 percent of second year) subject to receipt of certified "call for fund" report showing 100 percent disbursement/commitment of the two first instalments and of 70 percent disbursement/commitment of the third instalment;

4.5 ISS will deposit the Payments in Euros to the bank account of OIE as specified below, and will mark the following reference: "OIE-ISS MoU" on the bank advice.

Bank Name: CIC, CREDIT INDUSTRIEL ET COMMERCIAL
 Address: 54 RUE DE PRONY, 75017 PARIS
 Swift Code: CMCIFRPP
 Account No. 00010308913-11
 IBAN: FR76 3006 6101 4100 0103 0891 311

4.6 ISS reserves the right to enquire as to the progress of the status of the programme and if is not satisfied that the programme is fully underway as agreed, the OIE may be required to repay the programme funds to ISS.

4.7 OIE's commitments under this MoU are contingent upon receipt of funding from ISS.

4.8 ISS may withhold payment of part of any contribution, should OIE fail to use the contribution for the purpose of the programme.

Responsibilities of OIE – Reporting and accounting for the contributions:

4.9 The OIE will administer and account for these contributions and any future contributions in accordance with its financial regulations and other applicable rules, procedures and practices, and retain records and account for the programme.

4.10 Under this MoU, the OIE will be entitled to retain up to 7% of the eligible expenses under these contributions to cover OIE's administrative costs related to administering the funds.

4.11 It is understood that all contribution funding to OIE is subject exclusively to its internal and external auditing procedures. ISS may request a copy of any audit report produced that is relevant to its contributions.

4.12 Upon the request of ISS, and subject to prior approval by OIE, OIE will facilitate access for experts nominated by ISS to participate in the activities carried out under this MoU.

4.13 OIE will submit to ISS annual Progress Reports. The Progress Reports will consist of a narrative and a financial section.

- The narrative section of the Progress Report will include the following:
 - A description and analysis of the activities and achievements to date of the programme;
 - A comparison of planned versus actual activities, including an explanation of variances;
 - Successes and failures of the programme in terms of meeting its objectives;
 - Problems encountered, actions taken, results and lessons learned.
- The financial section of the Progress Reports will provide, in standard table format, a list of funds spent to date compared to the original cost budgeted for the concerned programme as outlined in the Annex.

4.14 OIE will submit to ISS, no later than three months following the completion of activities of the programme, or no later than three months following the expiry or earlier termination of MoU, whichever is earlier, a Final Report, reporting on activities carried out under the Annex to this MoU. The Final Report will consist of a narrative and a financial section.

- The financial section of the Final Report will provide, in standard table format, a complete list of funds spent compared to the original cost budgeted for the concerned programme.

5. PROPRIETARY INFORMATION AND CONFIDENTIALITY

5.1 It is acknowledged that each Party may possess confidential information, which may be required to be shared for the performance of joint work under this MoU. Any such information shall only be shared among the Parties under a separate confidential disclosure agreement, specifically covering such information. Each Party retains its intellectual property rights over its pre-existing information and know-how, including information related to the subject of the research projects covered by this MoU but not directly arising from the work conducted jointly under this MoU. Such information and know-how may be disclosed and used by the other Party subject to the above obligations of confidentiality and only for the purposes of the work to be carried out under this MoU.

5.2 Neither Party claims by virtue of this MoU any legal interest in existing or pending intellectual property — patent, copyright, trademark, or trade secret — of the other Party or in any intellectual property that might result from the other Party's previous activities.

6. PUBLICATIONS

6.1 Subject to each Party's proprietary rights and/or the proprietary rights of others, and without prejudice to obligations of confidentiality, the results of any collaborative activity under this MoU may be published by either Party. The Parties are encouraged to publish the results of their joint work in a collaborative fashion. Guidelines for authorship of major, international, peer-reviewed journals will be used to establish authorship of collaborative publications. In regard to separate publications, it is agreed that in order to avoid prejudicing proprietary rights and the confidentiality of information, the publishing Party shall transmit to the other Party, for their review, the material intended to be published at least 60 (sixty) days before a proposed publication is submitted to any editor, publisher, or any other entity. In the absence of any objection by the other Party within that 60-day period concerning prejudice to proprietary rights or confidentiality of information, the publication may proceed. Any publication as referred to above shall duly acknowledge the Parties. In addition to review of the content of publications as referred to above, each Party shall have the right to review the acknowledgement and request reasonable changes to the use of its name, or request that its name be deleted altogether.

6.2 Copyright in any jointly prepared publications resulting from any of the collaborative activities under this MoU shall be vested in the Parties jointly. The Parties shall each independently and severally be entitled to exploit such copyright in any manner and for any purpose that they may each in their sole discretion deem appropriate, except that no use shall be made of such publications for or in conjunction with commercial and/or promotional purposes.

6.3 Copyright in any publications resulting from or relating to any of the collaborative activities under this MoU, and prepared by one of the Parties hereto on its own, shall be vested in that Party, provided that any such publication shall be submitted to the other Party for review and comments in accordance with paragraph 6.1 above.

7. RESULTS ARISING FROM THE COLLABORATION

7.1 Any matter relating to the protection and exploitation of results arising from collaboration between the Parties under this MoU shall be covered in the specific agreements of the specific projects, subject to the provisions below.

7.2 The Parties shall make appropriate arrangements to promote the fact that any product which may result from collaborative research and development work undertaken as a result of this MoU, shall be made widely available to the public on reasonable terms, including in particular to the public sector of developing countries on preferential terms. Any possible additional benefits, including royalties, shall be granted to each Party with due account being taken of the relative value of each Party's financial, intellectual and other contributions to the product (provided that priority shall always be given to the objectives of the Parties set forth in the first sentence of this paragraph 7.2).

7.3 Ownership of any intellectual property rights arising from collaborative activities under this MoU shall be agreed by the Parties on a case-by-case basis. In any case, regardless of whether the Parties shall agree that ownership of the intellectual property rights of a particular collaborative activity shall be vested in the Parties jointly, or one of the Parties alone, or in any third party, the

Parties agree that the industrial or commercial exploitation of such rights shall be designed to achieve the objectives set forth in paragraph 7.2 above. In addition, such exploitation shall be subject to, and exercised in accordance with, an agreement to be negotiated in good faith between the Parties, or between the Parties and a third party concerned, as the case may be.

8. LIABILITY

8.1 Each Party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this MoU. Thus, neither Party shall be responsible for any loss, accident, damage or injury suffered or caused by the other Party, or that other Party's staff or sub-contractors, in connection with, or as a result of, the collaboration under this MoU.

9. USE OF THE PARTIES' NAMES

9.1 Except as explicitly provided for in this MoU, neither Party shall, in any communication, statement or material of a promotional nature, refer to the relationship with the other Party pursuant to this MoU, or otherwise use the other Party's name, acronym and/or logo, without the prior written consent of that other Party.

10. RELATIONSHIP BETWEEN THE PARTIES

10.1 For the purposes of this MoU, each Party is an independent contractor and not the joint venturer, agent or employee of the other Party. Neither Party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for in this MoU or authorized in writing by the other Party.

11. DURATION AND TERMINATION

11.1 This MoU shall be in full force as from the date of its last signature and shall continue for a period of three (3) years. It may be renewed or extended via an amendment to be signed by both Parties.

11.2 This MoU may be terminated at any time by either Party, subject to 3-months' advance written notice to the other Party. Notwithstanding the foregoing, it is agreed that any termination of this MoU shall be without prejudice to: (i) the orderly completion of any ongoing collaborative activity; and (ii) any other rights and obligations of the Parties accrued prior to the date of termination of this MoU.

12. AMENDMENTS

12.1 This MoU constitutes the entire agreement between the Parties for its stated purpose, and no amendment will be valid unless mutually agreed separately in writing and signed by the Parties.

Any terms of this MoU found to be inconsistent with established rules, legislations, practices, procedures and/or policies of either of the Parties shall be invalid, but all the other terms shall remain in effect.

13. SETTLEMENT OF DISPUTES

13.1 Any dispute relating to the interpretation or execution of this MoU, or of any subsequent agreement with respect to individual collaborative activities shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Parties, or in the absence of agreement, in accordance with the rules of arbitration of the International Chamber of Commerce. The Parties shall accept the arbitral award as final.

13.2 Nothing contained in this MoU shall be construed as a waiver of the privileges and immunities enjoyed by the OIE under national or international law and/or as submitting the OIE to any national court jurisdiction.

On behalf of
World organization for Animal health

On behalf of
Istituto Superiore di Sanità

Signature:

Signature:

Name: Dr Monique Eloit
Title: Director General

Name: Prof. Walter Ricciardi
Title: President

Date:

Date: