

SCIENTIFIC TECHNICAL COOPERATION AGREEMENT

BETWEEN

THE UNIVERSITY OF PRETORIA

a higher education institution duly established in terms of the Higher Education Act 101 of 1997 of the Republic of South Africa, herein represented by Professor D.A. Abernethy in his capacity as, Dean of the Faculty of Veterinary Science, duly authorized thereto hereafter referred to as

(hereafter referred to as "**UP**")

AND

THE ISTITUTO ZOOPROFILATTICO SPERIMENTALE DELL'ABRUZZO E DEL MOLISE "GIUSEPPE CAPORALE" (IZSAM)

Campo Boario 64100
Teramo/Italy
Tel.: +39-0861-3321

Herein represented by Dr. Fernando Arnolfo in his capacity as General Director of the IZSAM and duly authorized thereto

ISTITUTO ZOOPROFILATTICO Sperimentale dell'Abruzzo e del Molise - Teramo izsam-izste	
- 1 APR. 2015	
N. 5984	di prot.



WHEREAS the Parties are conscience of benefits to be derived from cooperation and maintenance of friendly relations between the two countries;

WHEREAS the University of Pretoria; is a leading research-intensive university in Africa, recognised internationally for its quality, relevance and impact. The Faculty of Veterinary Science of the University of Pretoria, the only institution which trains veterinarians and veterinary nurses in South Africa, has an extensive postgraduate research programme which includes veterinary aspects of food safety and food security, wildlife and environmental health, molecular studies on infectious and parasitic diseases of animals and phytomedicine and ethno-veterinary medicine.

WHEREAS the Institute Zooprofilattico dell'Abruzzo e del Molise "G Caporale" (IZSAM) embraces research on aetiology and pathology of infectious diseases of livestock, training of personnel in preventive medicine, technical and scientific co-operation with foreign veterinary institutions, animal welfare, control of food of animal origin;

WHEREAS IZSAM is an OIE Collaborating Centre for Veterinary Training, Epidemiology, Food Safety and Animal Welfare and the National Centre for Veterinary Planning and Information as well as the National reference Centre for the Study, Assessment and Verification of Exotic Livestock Diseases;

WHEREAS the objectives of IZSAM also extend to Technical and Scientific co-operation and collaboration with foreign Veterinary Institutions, Universities and diagnostic Laboratories;

AND WHEREAS Co-operation and collaboration between the parties will not only contribute towards the aims of both organisations, but will also strengthen the position of research funding proposals in the future.

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NOW THEREFORE; IN CONSIDERATION OF THEIR COMMON INTERESTS THE PARTIES AGREE TO THE FOLLOWING:

**ARTICLE 1
SUBJECT MATTER**

- 1.1 The parties undertake to establish channels of communication and exchange of personnel in order to exchange scientific and cultural information, co-operate and collaborate.
- 1.2 The following areas of mutual interest have been identified during reciprocal visits by senior scientists:
- 1.2.1 Animal welfare, food safety and risk analysis; this will include training, development of new diagnostic and surveillance tools, and a setting up of control policies and strategies;
 - 1.2.2 enhancement of preparedness for possible incursion of vector-borne diseases of livestock into Italy.

**ARTICLE 2
IMPLEMENTATION**

- 2 In order to realise the objectives of this agreement the parties will:
- 2.1 exchange information relevant to their respective programmes and thus keep each other informed of developments and progress at the respective organisations;
 - 2.2 explore opportunities for collaborative work which optimise the respective strengths and mandates of the organisations, and for which joint funding might be obtained;
 - 2.3 hold formal and informal discussions between members of the organisations, as needs determine during which discussions issues relating to achieving the objectives of the agreement will be discussed;
 - 2.4 organise and support joint workshops, training courses and programmes;
 - 2.5 facilitate scientific exchanges and evaluation meetings to review progress of work plans with appointed coordinators as needs and funds permit.

**ARTICLE 3
IMPLEMENTING LETTER OF AGREEMENT**

- 3.1 For all projects to be initiated under this agreement, the Parties shall execute an Implementing Letter of Agreement (ILA) with a detailed description of the nature of the proposed project including but not restricted to its objectives, roles and responsibilities of both parties with reference to this agreement.
- 3.2 Each party shall designate a steering committee to co-manage and co-supervise its implementation. The steering committee will be responsible for submission of co-operative programmes which must include objectives for the project, description of the work, activities to be undertaken and financial arrangements to support them. The project plan will require approval by the Management of both parties.



**ARTICLE 4
MATERIAL TRANSFER AGREEMENT (MTA)**

- 4.1 The Parties shall ensure that biological materials that are collected are in accordance with all applicable laws and regulations and in particular that each and every necessary permit and/or prior informed consent and/or licence in connection with the collection of and/or acquisition including any subsequent use of the said material by the Partners has been obtained.
- 4.2 The parties will conclude and sign an MTA to provide a framework for the exchange of materials for the purposes of research and development of products and tools for risk assessment and management.
- 4.3 The Parties shall work together to share fairly and equitably all the benefits arising out of this agreement.
- 4.4 The Provider of the biological materials shall retain ownership of and title to the materials, its Progeny and Derivatives transferred to the other Party.
- 4.5 Neither Party shall supply any of the materials or its Progeny or Derivatives to a Third Party without obtaining the prior written Permission from the Provider.

**ARTICLE 5
COSTS**

- 5.1 The parties undertake to allocate staff, facilities, laboratories, equipment, financial and other necessary resources to execute projects undertaken in terms of this agreement.
- 5.2 The financial implications of the exchange of personnel will be regulated as follows:
- 5.2.1 for training, studies and meetings, the party of origin will be responsible for travel and subsistence expenses according to the internal rules, tariffs and regulations of that party for international visits;
 - 5.2.2 in respect of expenses incurred for consultancy the host party requesting the consultancy will be responsible for the travel and sustenance expenses according to the internal rules, tariff and regulations of the party providing the consultancy;
 - 5.2.3 access to emergency medical care will be based on the health care programs available at the host institution. The cost of medical/health services will be the responsibility of the visiting personnel through the home institution;
 - 5.2.4 in all instances of exchange of personnel, the latter shall remain in the employ of its employer of origin and subject to the rules and regulations of their own employer in all matters of labour legislation, benefits, medical and life insurance, rights and duties of employee and the such.

**ARTICLE 6
CONFIDENTIALITY**

- 6.1 The parties undertake not to divulge any information and/or methods pertaining to the research covered by this co-operation agreement, without prior written authorization from the other parties since this information is confidential in nature.



**ARTICLE 7
COMMERCIALISATION**

- 7.1 In the event of one of the parties wishing to exploit on a commercial basis the intellectual property provided by the other parties, the parties hereby undertake to enter into a commercial agreement in respect of the intellectual property in question. This agreement will be concluded prior to any commercial use and will amongst others stipulate the payment of royalties.
- 7.2 At the expiry of this agreement or in the event of cancellation the parties are prohibited from commercially exploiting the information and/or methods exchanged between them.

**ARTICLE 8
NO PARTNERSHIP IN LAW**

- 8.1 Nothing contained in this Agreement shall constitute a partnership in law between IZSAM and the FVS of the UP or constitute either of them the agent of the other.

**ARTICLE 9
INTELLECTUAL PROPERTY**

- 9.1 Each Party shall own any new intellectual property, such as but not limited to patents, patent applications, inventions, discoveries and improvements, copyright documents, computer software, drawings, designs, operational analysis, technology and know-how generated by its employees, students and/or agents in terms of this agreement, and shall ensure that it secures ownership of such new intellectual property. The owner of such intellectual property may take such steps as it may decide from time to time, to register and maintain any protection for that new intellectual property, including filing and prosecuting patent applications for any new intellectual property, and taking any action in respect of any alleged or actual infringement of that new intellectual property.
- 9.2 Where any new intellectual property is created or generated by two or more Parties jointly and it is impossible to segregate each Party's intellectual contribution to the creation of the new intellectual property, the new intellectual property will be jointly owned by those Parties in shares proportional to their role in creating that new intellectual property.
- 9.3 Each party shall promptly make written disclosure to the other of each project invention. This information shall be treated as confidential by the receiving party.
- 9.4 Each party shall provide, when so requested by the other party, all information in its possession pertaining to an invention which may be necessary in the preparation, filing and prosecution of patent applications. Such information shall be treated as confidential by the receiving party.

**ARTICLE 10
NO ASSIGNMENT**

- 10.1 This Agreement is specific to the parties and none of the rights or the obligations under this Agreement may be assigned or transferred without the prior written consent



of the other party.

10.2 Therefore, neither party may, without the prior consent of the other, bring in outside parties to participate in the project. Such outside participation shall be in terms of a written agreement approved by both parties, which agreement shall in no way conflict with the provisions of this Agreement.

ARTICLE 11 DISPUTE SETTLEMENT

11.1 All differences arising between the parties concerning the interpretation of this agreement and/or the performance of the obligations resulting from the agreement will be submitted, if no amicable agreement can be reached, to arbitration for a decision. In such event each party will nominate one arbiter. All parties undertake to abide by the decision of the arbitration court.

ARTICLE 12 TERM

12.1 This agreement will commence on the date of last signature hereof by the parties and will terminate with the exception of the provisions regarding the ownership of intellectual property and confidentiality which shall survive such termination, upon:

- expiration of the period of 5 (five) years;
- any party giving the other parties 3 months' notice in writing;
- any of the parties to the contract failing to fulfil any of the obligations undertaken by him and failing to remedy the breach within a period of thirty days after receiving written notification demanding that the breach be rectified, the other parties are entitled, without further notice, to cancel the agreement without prejudice to any claim which those parties might have for damages, breach of contract or otherwise.

ARTICLE 13 GOVERNING LAW

13.1 This Agreement shall be governed by an amicable settlement and in case of unsolvable discord the parties hereby accept to discuss the discord according to the international legislation in the matter.

ARTICLE 14 NOTICES

14.1 Any notice which the parties may send to one another is regarded as having been made legally if it is send to the other party by pre-paid registered mail, which notice will be regarded as having been received seven days after despatch by registered mail.

14.2 The parties hereto choose for all purposes and in regard to this contract their respective addresses as domicilium citandi et executandi.



**ARTICLE 15
HEADINGS**

15.1 Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent.

**ARTICLE 16
MISCELLANEOUS**

16.1 This agreement does not place any financial obligations on any party.

16.2 This agreement shall not be construed as establishing or creating a relationship of master and servant or principal and agent or partnership between the parties.

16.3 This document constitutes the whole agreement between the parties.

16.4 The parties undertake to act in respect of this agreement and perform their obligations arising from this agreement in the good faith.

IN WITNESS WHEREOF this Agreement has been executed by the parties under their respective seals and hand on the day and the year herein first written.

For the University of Pretoria

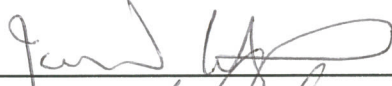


Date

26/03/15

Prof. D.A. Abernethy

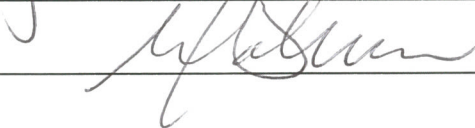
Witness 1:



Date

26/03/2015

Witness 2:



Date

26/3/2015

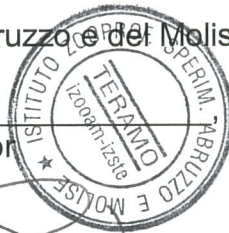
For The Istituto Zooprofilattico dell'Abruzzo e del Molise "G. Caporale", Teramo, ITALY,



Date

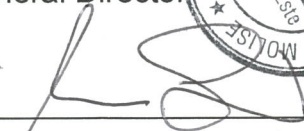
31 LUG. 2014

Dr. Fernando Arnolfo, General Director



Witness 1:

G. SAVINI



Date

26/03/2015

Witness 2:

M. Scacchia



Date

26/3/15