

منظمة
الغذية والزراعة
للأمم المتحدة

联合国
粮食及
农业组织

Food and Agriculture
Organization of the
United Nations



Organisation des
Nations Unies pour
l'alimentation et
l'agriculture

Продовольственная и
сельскохозяйственная
организация
Объединенных Наций

Organización de las
Naciones Unidas para la
Alimentación y la
Agricultura

Fax:

Tel:

www.fao.org

Our Ref.:

Your Ref.:

20 JUL 2012

Dear Dr. Lelli,

I refer to previous consultations between the Istituto Zooprofilattico Sperimentale dell'Abruzzo e del Molise "G. Caporale" (IZS A&M) and the Animal Health Service of the Food and Agriculture Organization of the United Nations (FAO) and in particular to your "Declaration of Interest" for designation of the Istituto Zooprofilattico Sperimentale dell'Abruzzo e del Molise "G. Caporale" as an FAO Reference Centre for veterinary epidemiology.

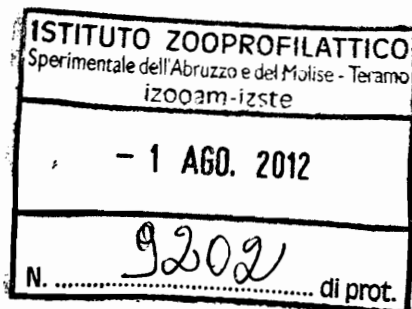
Following our careful evaluation of the mandate, main activities and competencies of the Istituto Zooprofilattico Sperimentale dell'Abruzzo e del Molise "G. Caporale", its attainment of scientific, technical and policy standing and its commitment to strengthen capacity development in those areas relevant to FAO's mandate, as well as the experience and extent of prior collaboration with FAO, I am pleased to inform you that the Istituto Zooprofilattico Sperimentale dell'Abruzzo e del Molise "G. Caporale" is hereby designated as an FAO Reference Centre under the title "**FAO Reference Centre for veterinary epidemiology**".

The terms and conditions of this designation and other legal provisions are contained in the **Annex**, which constitutes an integral part of this letter. If you agree to these terms and conditions, this letter and your reply through a signed letter would constitute an agreement between FAO and your institution.

In conveying to you FAO's appreciation for your interest and preparedness in offering the support of your institution to this Organization's effort to assist Member Nations and in particular developing countries, I look forward to your acceptance of the terms and conditions of this designation.

Yours sincerely,

M. Ann Tutwiler
Deputy Director-General (Knowledge)



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Teramo

Dr. R. Marabelli
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TERMS AND CONDITIONS OF THE DESIGNATION

1. Introduction

1.1. The Istituto Zooprofilattico Sperimentale dell'Abruzzo e del Molise "G. Caporale" (IZS A&M) agrees to be designated by the Food and Agriculture Organization of the United Nations (FAO) (both hereinafter referred also as "the parties") as an "FAO Reference Centre for veterinary epidemiology" subject to the terms and conditions contained in this Agreement (also referred to as "letter of designation").

1.2. FAO Reference Centres are designated by the Director-General of the Food and Agriculture Organization of the United Nations on the basis of their specific capacities and notable achievements on issues related to FAO's mandate, as well as their active involvement in fields of expertise relevant to the work of the Organization and their significant contribution to the implementation of FAO's programme priorities and strengthening capacities in countries and regions.

1.3. FAO Reference Centres will provide specific, independent technical/scientific advice on such issues which are of notable relevance for FAO and will facilitate the mobilization by FAO of a large range of scientific, technical and economic expertise.

1.4. FAO Reference Centres will maintain full independence from FAO both in carrying out their own activities and in providing advice to FAO, whilst FAO will not be responsible nor have liability whatsoever in such respect.

1.5. The Istituto Zooprofilattico Sperimentale dell'Abruzzo e del Molise "G. Caporale" (IZS A&M) (hereinafter "the FAO Reference Centre") has previously collaborated with FAO, through the Animal Health Service and is recognized for its activities in veterinary epidemiology, risk assessment, geographical information systems (GIS) and related web applications for the surveillance of vector-borne diseases, and development of innovative diagnostic methods for the diagnosis of animal diseases.

2. Areas of Collaboration

2.1. Upon request from and in collaboration with FAO, the FAO Reference Centre shall:

2.1.1. In relation to its status, provide advice and expertise on veterinary epidemiology at large and in particular on risk analysis and risk management for vector borne diseases to FAO or countries which are FAO Members. Specific expertise, support and services might be needed in the context of these activities, requiring mobilization of funds or resources to be regulated by a specific Memorandum of Understanding, Letter of Agreement or other type of agreement with FAO.

2.1.2. Inform FAO with regard to changes in epidemiologic situations of animal diseases and to any risks that have been identified to be associated to animal diseases.

2.1.3. Assess risks associated to an animal diseases and provide advice on appropriate surveillance methods. Specific expertise, support and services might be needed in the context of these activities, requiring mobilization of funds or resources to be regulated by a specific Memorandum of Understanding, Letter of Agreement or other type of agreement with FAO.

2.1.4. Evaluate tests for the diagnosis of the diseases in its area of expertise such as

bluetongue and West Nile disease and advise FAO.

- 2.1.5. Make expertise available to contribute to capacity building programs in countries which are FAO Members or at regional level. This support includes the organization of training courses and workshops in relation to the Reference Centre status. These activities could be subject to a specific agreement and/or funding with FAO.
- 2.1.6. Provide technical expert services (consultation, meetings) to FAO, equivalent to at least ten person-days per year, without charge. These services include attendance to teleconferences, meetings or other activities. FAO could support travel related costs based on prior discussion and mutual agreement.
- 2.2. In its capacity as FAO Reference Centre, the The Istituto Zooprofilattico Sperimentale dell'Abruzzo e del Molise "G. Caporale" (IZS A&M) shall collaborate only with members of FAO, the United Nations, any of its Specialized Agencies or the International Atomic Energy Agency.

3. Reporting

- 3.1. The FAO Reference Centre shall submit to Dr. Juan Lubroth, Chief, Animal Health Service/Chief Veterinary Officer, FAO (juan.lubroth@fao.org and AGAH-Reference-Centre@fao.org) an annual report of its activities in the areas of collaboration, covering the previous calendar year, by the end of January. A short report template will be provided by FAO.
- 3.2. The first report shall be submitted no later than 12 months after the entrance into effect of this designation.
- 3.3. FAO will contact the FAO Reference Centre for the preparation of any additional reports, if necessary.

4. Financial implications for FAO

This designation does not entail any financial implications on the part of FAO.

5. Use of FAO's Name, Emblem and other Logos by the FAO Reference Centre

- 5.1. The FAO Reference Centre may use the FAO name, emblem and other logos in its paper documentation and electronic means of communication, in particular on its Website, under the conditions set forth below and only during the period when the designation of FAO Reference Centre remains valid.
- 5.2. The FAO name, emblem and other logos are to be used by the FAO Reference Centre solely for correspondence related to its activities as a FAO Reference Centre.
- 5.3. If the FAO name, emblem and other logos are used in the letterhead or the Centre's Website, their size should be smaller than the size of those of the institute.
- 5.4. Any document issued by the Centre mentioning "FAO Reference Centre" shall include a reference to this letter of designation by FAO.
- 5.5. If the language used by the FAO Reference Centre in its communications is a language other than the languages of FAO (Arabic, Chinese, English, French, Russian and Spanish), one of the latter should also be included.

5.6. All other uses of FAO's name, emblem and other logos require the prior written approval of FAO.

6. Intellectual Property Rights

All intellectual property rights shall remain, in principle, with the originating party. Different clauses on intellectual property rights, such as joint property rights or the granting of specific licenses, will be agreed in writing on a case by case basis.

7. Confidentiality

Neither party nor its personnel shall communicate to any other person or entity any confidential information made known to it by the other party in the course of the performance of the work under the letter of designation, nor shall it use this information to private or corporate/industry advantage. This provision shall survive the expiration or termination of the letter of designation.

8. Privileges and Immunities of FAO

Nothing in the letter of designation of the FAO Reference Centre, or in any document relating thereto, shall be construed as constituting a waiver of the privileges and immunities of the Food and Agriculture Organization of the United Nations, nor as conferring any privileges or immunities of the Organization to the FAO Reference Centre, or its personnel.

9. Applicable Law

The letter of designation and any dispute arising therefrom shall be governed by general principles of law, to the exclusion of any single national system of law.

10. Settlement of Disputes

10.1. Any dispute between the parties concerning the interpretation and the execution of the letter of designation, or any document or arrangement relating thereto, shall be settled by negotiation between the parties. If the dispute is not settled by negotiation between the parties, it shall, at the request of either party, be submitted 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.

10.2. Any dispute between the parties that is unresolved after 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.

10.3. The conciliation or the arbitration proceedings shall be conducted in the language in which the letter of designation is drafted provided that it should anyway be one of the six languages of the Organization (Arabic, Chinese, English, French, Russian and Spanish). In cases in which the language of the letter of designation is not a language of the Organization, the conciliation or the arbitration proceedings shall be conducted in English.

10.4. The parties may request conciliation during the execution of the letter of designation and anyway not later than twelve months after the expiry or the termination of the letter of designation. The parties may request arbitration not later than ninety days after the termination of the conciliation proceedings.

10.5. Any arbitration award rendered in accordance with the provisions of this Article shall be final and binding on the parties.

11. Period of Designation

The designation as an FAO Reference Centre shall come into effect upon acceptance of these terms and conditions. The designation shall remain in effect for a period of four years. The designation may be extended by FAO beyond such period upon positive review, as described below.

12. Joint Mid-Point Review, Final Review and Renewal of Designation

12.1. Two years after the designation comes into effect, the collaboration shall be subject to a joint mid-point review between the Animal Health Service of FAO and the FAO Reference Centre. Due consideration shall be given to the annual reports submitted by the FAO Reference Centre to FAO.

12.2. At the end of the four-year period, the collaboration shall be subject to a final review.

12.3. The mid-point review and the final review shall be based on the degree of progress and/or compliance with the 'Areas of Collaboration' (paragraph 2), and the quality of the contributions made to assist FAO in its mission of providing authoritative advice to its members.

12.4. Upon positive review, the designation as FAO Reference Centre may be renewed with mutually agreed terms of reference and a work plan for a specified period of time. If interested, the FAO Reference Centre should contact the Animal Health Service of FAO not less than six months before the four-year period to discuss the possibility of renewing the designation.

13. Termination

13.1. This Agreement, and consequently the designation as FAO Reference Centre, may be terminated by either party upon thirty days written notice given to the other party. The parties shall not be required to provide reasons for termination.

13.2. In the event of termination, the parties shall agree on measures required for the orderly conclusion of ongoing activities.