



Consiglio di
Amministrazione

Seduta del

10 GIU. 2014

Nell'anno **duemilaquattordici**, addì **10 giugno** alle ore **15.50**, presso il **Salone di rappresentanza**, si è riunito il Consiglio di Amministrazione, convocato con nota rettorale prot. n. 0033536 del 05.06.2014, per l'esame e la discussione degli argomenti iscritti al seguente ordine del giorno:

..... **O M I S S I S**

Sono presenti: il **rettore**, prof. Luigi Frati; il **prorettore**, prof. Antonello Biagini; i consiglieri: prof.ssa Antonella Polimeni, prof. Maurizio Barbieri, prof. Bartolomeo Azzaro, prof. Michel Gras, sig. Domenico Di Simone, dott.ssa Angelina Chiaranza, sig. Luca Lucchetti, sig.ra Federica Di Pietro (entra alle ore 16.04); il **direttore generale**, Carlo Musto D'Amore, che assume le funzioni di segretario.

È assente giustificata: dott.ssa Francesca Pasinelli.

Il **presidente**, constatata l'esistenza del numero legale, dichiara l'adunanza validamente costituita e apre la seduta.

..... **O M I S S I S**

D. 155/14
RELAZ. INT.
9.1



10 GIU. 2014

ACCORDO PER LA CREAZIONE DI UN GEIE (GRUPPO EUROPEO DI INTERESSE ECONOMICO) NEL SETTORE DELLA RICERCA MALARIOLOGICA.

Il Presidente sottopone all'esame del Consiglio di Amministrazione la seguente relazione predisposta dall'Area per l'Internazionalizzazione.

La Giunta del Dipartimento di Sanità Pubblica e Malattie Infettive, nella seduta del 31 ottobre 2013, ha approvato la proposta avanzata dal prof. David Modiano di adesione ad un Gruppo Europeo di Interesse Economico per la gestione delle attività scientifiche inerenti il progetto EVIMalaR (*European Virtual Institute for Malaria Research*).

Attualmente EVIMalaR si configura come un *network* di eccellenza finanziato dalla Commissione Europea nell'ambito del Settimo Programma Quadro di Ricerca e Sviluppo Tecnologico per promuovere ricerca d'eccellenza nel campo della malaria.

Allo scopo di consolidare le prospettive del citato *network* i membri dello stesso intendono costituire un GEIE denominato "EVIMalar EEIG".

Obiettivi di EVIMalar EEIG saranno:

- Promuovere la ricerca di eccellenza tra i membri costituendo linee di ricerca comuni;
- Associare le competenze dei membri per sfruttare le sinergie e la complementarità delle rispettive prospettive di ricerca;
- Potenziare e armonizzare gli approcci sperimentali nei diversi settori di ricerca;
- Costituire un'infrastruttura di gestione per il coordinamento delle attività di ricerca e formazione;
- Identificare opportunità di finanziamento.

EVIMalaR EEIG si configurerà quale struttura cooperativa alla quale è in corso di formalizzazione la partecipazione dei membri del precedente progetto FP7 "EVIMalaR":

- The University Court of University of Glasgow;
- Biomedical Primate Research Center – The Netherlands;
- Barcelona Centre for International Health Research;
- Foundation for Research and Technology – Hellas";
- Instituto de Medicina Molecular - Lisboa;
- Istituto Superiore di Sanità;
- Academisch Ziekenhuis Leiden;

SAPIENZA UNIVERSITÀ DI ROMA
Consiglio di Amministrazione
10 GIU. 2014
Dot. Cecilia Cammisa

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- Liverpool School of Tropical Medicine;
- London School of Hygiene and Tropical Medicine;
- Stichting Katholieke Universiteit Runmc - The Netherlands;
- Universitat Skilnikum Heidelberg;
- Università degli Studi di Roma "La Sapienza";
- Università degli Studi di Torino.

Per la Sapienza il Dipartimento direttamente coinvolto nelle attività di EVIMalar EEIG sarebbe, quindi, il Dipartimento di Sanità Pubblica e Malattie Infettive. Responsabile scientifico per le attività risulterebbe il prof. David Modiano.

La Giunta del Dipartimento di Sanità Pubblica e Malattie Infettive ha, inoltre, stabilito che ogni onere finanziario derivante dalla partecipazione all'iniziativa graverà sui fondi di ricerca disponibili intestati al docente interessato.

La presente relazione è stata, altresì, sottoposta all'approvazione del Senato Accademico nella seduta del 27 maggio 2014.

Allegati parte integrante:

- Agreement to create an European Economic Interest Grouping (EEIG) titled EVIMalar EEIG;
- Verbale Giunta Dipartimento di Sanità Pubblica e Malattie Infettive del 31 ottobre 2013,

SAPIENZA UNIVERSITÀ DI ROMA
Area Servizi Amministrativi
S. Di. 1.3
Dott.ssa Annalisa Cammisa

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..... O M I S S I S

Consiglio di
Amministrazione

DELIBERAZIONE N. 155/14

Seduta del

IL CONSIGLIO DI AMMINISTRAZIONE

10 GIU. 2014

- **Letta la relazione istruttoria;**
- **Vista la proposta di accordo per la costituzione di un Gruppo Europeo di Interesse Economico denominato "EVIMalaR EEIG";**
- **Vista la delibera della Giunta di Dipartimento di Sanità Pubblica e Malattie Infettive del 31 ottobre 2013;**
- **Accertata la copertura finanziaria da parte del Dipartimento di Sanità Pubblica e Malattie Infettive;**
- **Vista la delibera del Senato Accademico n. 299/14 del 27 maggio 2014;**
- **Presenti n. 9, votanti n. 8: con voto unanime espresso nelle forme di legge dal prorettore e dai consiglieri: Polimeni, Barbieri, Gras, Di Simone, Chiaranza, Lucchetti e Di Pietro**

DELIBERA

di autorizzare il Magnifico Rettore alla firma dell'Accordo per la costituzione del Gruppo Europeo di Interesse Economico EVIMalaR EEIG, nel settore della ricerca malariologia.

Letto, approvato seduta stante per la sola parte dispositiva.

IL SEGRETARIO
Carlo Musto D'Amore

IL PRESIDENTE
Antonello Biagini

..... O M I S S I S

9.1

- (1) THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW
- (2) BIOMEDICAL PRIMATE RESEARCH CENTER
- (3) BARCELONA CENTRE FOR INTERNATIONAL HEALTH RESEARCH
- (4) FOUNDATION FOR RESEARCH AND TECHNOLOGY – HELLAS
- (5) INSTITUTO DE MEDICINA MOLECULAR
- (6) ISTITUTO SUPERIORE DI SANITA'
- (7) LEIDEN UNIVERSITY MEDICAL CENTRE
- (8) LIVERPOOL SCHOOL OF TROPICAL MEDICINE
- (9) LONDON SCHOOL OF HYGIENE AND TROPICAL MEDICINE
- (10) STICHTING KATHOLIEKE UNIVERSTITEITET RUNMC
- (11) UNIVERSITY OF HEIDELBERG
- (12) UNIVERSITY OF ROME
- and -
- (13) UNIVERSITY OF TURIN

Supplementary Agreement
Relative to the EVIMaRa EEIG

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SUPPLEMENTARY AGREEMENT

AMONG:

- (1) **THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW** incorporated under the Universities (Scotland) Act 1889 and having its principal office at University Avenue, Glasgow G12 8QQ, a registered Scottish charity in terms of Section 13(2) of the Charities and Trustee Investment (Scotland) Act 2005 (Charity Number SC004401, Charity Name 'University of Glasgow Court') (**UoG**);
- (2) **FOUNDATION BIOMEDICAL PRIMATE RESEARCH CENTER** established in Rijswijk: Lange Kleiweg 161, 2288 GJ Rijswijk, The Netherlands;
- (3) **FUNDACIÓ PRIVADA CENTRE DE RECERCA EN SALUT INTERNACIONAL DE BARCELONA** (hereinafter referred to as "**CRESIB**") provided with CIF Number G-64334048, with professional residence in Barcelona, Spain, carre Rosselló, 132, 08036 represented by Antoni Plasència, with the National ID number 46.111.278G, in his role as Deputy Director of CRESIB by virtue of powers conceded to him through the authorized deed of the Notary of Barcelona Mr. Pedro Angel Casado Martin on 23rd of February 2012, protocol number 366;
- (4) **INSTITUTE OF MOLECULAR BIOLOGY & BIOTECHNOLOGY OF THE FOUNDATION FOR RESEARCH & TECHNOLOGY – HELLAS (IMBB- FORTH)** established in N. Plastira Str. 100, Heraklion, 70013, Greece represented by Costas Fotakis, Chairman of the Board of Directors of FORTH or his authorised representative;
- (5) **INSTITUTO DE MEDICINA MOLECULAR** a non-profit private institution incorporated under Portuguese law, with registered office at Avenida Professor Egas Moniz, Ed. Egas Moniz, 1694-028 Lisbon and Tax Number PT506134466;
- (6) **ISTITUTO SUPERIORE DI SANITA'** established in Viale Regina Elena 299, Roma, 00161 Italy, VAT No 03657731000 represented by its President Dott. Fabrizio Oleari;
- (7) **ACADEMISCH ZIEKENHUIS LEIDEN** also acting under the name Leiden University Medical Centre, having its offices at Albinusdreef 2, (2333 ZA) Leiden, the Netherlands, duly represented by its Division manager;
- (8) **LIVERPOOL SCHOOL OF TROPICAL MEDICINE** whose address is Pembroke Place, Liverpool, L3 5QA, UK, Registered Charity Number 222655;
- (9) **LONDON SCHOOL OF HYGIENE AND TROPICAL MEDICINE** whose address is at Keppel Street, London WC1E 7HT, United Kingdom, a Higher Education Institution incorporated by Royal Charter number RC000330 and an exempt charity within the meaning of Schedule 3 of the Charities Act 2011;
- (10) **STICHTING KATHOLIEKE UNIVERSITEIT RUNMC**, registered with the company register of the Chamber of Commerce and Industries for Centraal Gelderland, Arnhem, the Netherlands as number 41055629; Official address: Geert Grooteplein 10 6525 GA or P.O. box 9101 6500 HB in Nijmegen the Netherlands;
- (11) **UNIVERSITÄTSKLINIKUM HEIDELBERG** represented in law by its Commercial Director Ms. Irmtraut Gürkan, Im Neuenheimer Feld 672, 69120 Heidelberg on behalf of the Ruprecht – Karls - University Heidelberg, Medical Faculty;
- (12) **UNIVERSITÀ DEGLI STUDI DI ROMA "LA SAPIENZA"** Piazzale Aldo Moro, 5 00185 Roma CF 80209930587,-PI 02133771002'; and

- (13) **UNIVERSITÀ DEGLI STUDI DI TORINO**, Dipartimento di Oncologia (National Identification Number Fiscal Code 80088230018 and VAT number 02099550010) having its head office at c/o AOU San Luigi Gonzaga - Regione Gonzole 10, 10043 Orbassano (TO), Italy.

Each a "**Member**" and together, the "**Members**".

WHEREAS:

- A. The Members are members of the European Economic Interest Grouping titled EVIMalaR EEIG (the "**EEIG**") established pursuant to the Formation Agreement dated on or about the date of this Agreement (the "**Formation Agreement**");
- B. The Members have agreed that in addition to the terms set out in the Formation Agreement, the operation of the EEIG and each Member's participation in the EEIG shall be subject to the terms set out in this Agreement.

NOW IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement (including the recitals), unless the context otherwise requires:

Agreement means this agreement;

Commencement Date means the commencement date of the Formation Agreement;

Confidential Information means in relation to each Member: (a) information relating to the terms of this Agreement whether disclosed prior to, on, or following the Commencement Date; (b) information disclosed in respect of or at meetings of the Members and/or the Board of Managers; and (c) any information of a confidential nature disclosed to it by or on behalf of another Member during the period of this Agreement including any information relating to a Member's business or scientific strategies, opportunities, finances or processes, or research or product development;

EC Grant Funding has the meaning given in Clause 3.1;

Member Project has the meaning given to it in Clause 5.1; and

Third Party means any person other than a Member.

- 1.2 Except as otherwise expressly defined herein, words used in this Agreement shall have the meaning ascribed to them in the Formation Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of the Formation Agreement, the terms of this Agreement shall (unless expressly agreed otherwise in writing) prevail.
- 1.3 Words denoting the singular include the plural and vice versa, words denoting a gender include all genders, and words denoting persons include corporations, partnerships and all other legal entities.

- 1.4 Unless the context otherwise requires, references in this Agreement to any Clause will be deemed to be a reference to the relevant clause of this Agreement.
- 1.5 The headings are inserted for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.6 References in this Agreement to the words **include** or **including** are to be construed without limitation to the generality of the preceding words.
- 1.7 A reference to a particular law or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, modification, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 Any reference to any Scottish term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing will in respect of any jurisdiction other than Scotland be deemed to include what most nearly approximates in that jurisdiction to the Scottish term.

2. **COMMENCEMENT AND DURATION**

- 2.1 This Agreement shall be deemed to have commenced on the Commencement Date and shall continue in full force and effect unless and until:
- 2.1.1 this Agreement is terminated in accordance with Clause 10; or
- 2.1.2 the Formation Agreement is terminated, whereupon this Agreement shall automatically terminate,

in each case subject always to the provisions set out in Clause 11.

3. **OPERATING COSTS**

- 3.1 The Members acknowledge and agree that it is intended that the costs and liabilities associated with the EEIG shall be borne from the funding received by them in relation to the creation and operation of the EVIMalaR Network of Excellence from the European Commission under the FP7 programme and such other grant funding for the EEIG as the Members may from time to time secure (the "**EC Grant Funding**").
- 3.2 The Board of Managers will promptly notify the Members if at any time it believes that the amount of the remaining EC Grant Funding or any other funding for the EEIG will be insufficient to continue to cover the costs and liabilities of the EEIG, including the costs of the Administrating Member as referred to in Article 12.2 of the Formation Agreement.

- 3.3 Following a notification under Clause 3.2, the Members will meet to discuss what steps, if any, will be taken to meet any anticipated shortfall in funding for the EEIG or whether the activities of the EEIG should be wound up and the terms which will govern the winding up of the EEIG.

4. MEMBERS' LIABILITY

- 4.1 The Members agree that notwithstanding the general rules which apply to European Economic Interest Groupings under EC 2137/85, it is not their intention that the Members shall be jointly and severally liable for the costs and liabilities associated with the EEIG. Accordingly the Members hereby agree as follows:

4.1.1 the EEIG shall not enter into any contractual arrangements or otherwise incur any financial obligations or commitments of any nature whatsoever, including as to entering into any contract of any kind or the employment of any person, without the express written consent of each Member;

4.1.2 if any Member purports to enter into any contractual arrangements or otherwise incur any financial obligations or commitments on behalf of the EEIG (including in relation to any Member Project) without the express written consent of all Members, the Member so doing shall:

(a) be solely responsible for the performance of all such contractual arrangements (and for all costs incurred in doing so or arising as a consequence thereof) and/ or financial obligations and commitments; and

(b) and hereby agrees to indemnify each other Member (each an "**Indemnified Member**") in full in respect of any and all costs, claims, liabilities or losses incurred or suffered by or imposed upon an Indemnified Member to the extent arising directly or indirectly from or relating to the contractual arrangements, financial obligations or commitments entered into or incurred on behalf of the EEIG without the express written consent of the Indemnified Members.

- 4.2 Each Member shall remain liable for its share of any costs and liabilities incurred by or in relation to the EEIG notwithstanding its withdrawal from the EEIG pursuant to the terms of the Formation Agreement in respect of the period up to and including the date such withdrawal becomes effective.

5. MEMBERS' PROJECTS

- 5.1 The Members acknowledge that it is a key objective of the EEIG to empower Members to raise revenues to fund programmes of integrated research and training in the field of malaria

research, either individually or collectively with other Members. Accordingly, where one or more Members are pursuing research funding for a project in furtherance of the EEIG objectives (as set out in the Formation Agreement) (each such project being a "**Member Project**") such Members shall be entitled to use the name of the EEIG as a banner in order to assist with attracting grant funding and other Third Party investment to such Member Project. However under no circumstances shall any grant application be submitted, or any grant funding be received, in the name of the EEIG.

6. PERFORMANCE OF OBLIGATIONS IN RELATION TO THE EEIG

6.1 Each Member undertakes to:

- 6.1.1 use its reasonable endeavours to work collectively with the other Members to achieve the aims, vision and objectives of the EEIG set out in the Formation Agreement and to enable the Board of Managers to fulfil its obligations under the Formation Agreement and this Agreement;
- 6.1.2 perform its obligations under this Agreement and with respect to the EEIG properly, expeditiously, with reasonable skill and care and in accordance with all applicable laws;
- 6.1.3 keep reasonable written records and reports of any benefits it receives from collaborating and/or working with other Members and Third Parties with respect to the EEIG (and each Member will provide copies of such records and reports to the Executive Committee promptly on the reasonable request of the Board of Managers);
- 6.1.4 assist each other Member without charge in meeting (within a reasonable time) any reasonable requests for information relating to the EEIG which are made by any third party in connection with the Freedom of Information (Scotland) Act 2002 or any related guidelines or codes of practice, or any similar legislation by which a Member may be bound in any other jurisdiction, (provided that nothing in this Clause shall prevent or limit a Member from (a) making the appropriate charge to a Third Party making a request for information; or (b) refusing such a request, (in each case in accordance with the relevant legislation, guidelines and/or codes of practice); and
- 6.1.5 at all times co-operate with each of the other Members and act in good faith in all matters related to the EEIG.

7. CONFIDENTIALITY

7.1 Each Member will:

- 7.1.1 not during the period of this Agreement or at any time thereafter disclose to any Third Party or use any Confidential Information except as expressly permitted by the terms of this Agreement, or by the Formation Agreement, or as necessary to enable that Member to perform its responsibilities under this Agreement or the Formation Agreement, in accordance with the terms of this Agreement or the Formation Agreement (as the case may be);
 - 7.1.2 only disclose such of the Confidential Information to those of its officers, employees, and students who have a need to know to enable the Member to fulfil its responsibilities under this Agreement or the Formation Agreement, or as otherwise permitted by the terms of this Agreement or the Formation Agreement (as the case may be);
 - 7.1.3 ensure that each of its officers, employees, and students to whom any Confidential Information is disclosed is made aware of the confidential nature thereof and complies at all times with the terms of this Clause 7; and
 - 7.1.4 take all practicable steps whilst such information is in its or their possession or control to prevent access thereto by any person not so entitled under this Agreement.
- 7.2 The obligations contained in Clause 7.1 will not extend to any information which the Member under the relevant obligation can show by written evidence:
- 7.2.1 is or becomes generally available to the public otherwise than by reason of a breach by the Member under the relevant obligation or any party for whom it is responsible under Clause 7.1.3;
 - 7.2.2 is known to the Member under the relevant obligation or any party for whom it is responsible and is at the relevant Member's free disposal prior to its receipt under this Agreement;
 - 7.2.3 is subsequently disclosed to the Member under the relevant obligation or any party for whom it is responsible without obligation of confidence by a Third Party owing no obligation of confidentiality in respect thereof;
 - 7.2.4 requires to be disclosed by (i) law (including any information which requires to be disclosed under the Freedom of Information (Scotland) Act 2002 and the Environmental Information (Scotland) Regulations 2004), (ii) any regulatory authority, (iii) the provider of the EC Grant Funding, or (iv) any court of competent jurisdiction; or

7.2.5 is independently developed, discovered or acquired by the Member under the relevant obligation without reference to any information covered by an obligation of confidentiality under this Agreement or the Formation Agreement.

7.3 A Member breaching the obligation of confidentiality pursuant to Clause 7.1 may be required by the mutual agreement of the other Members to withdraw from the EEIG.

7.4 Each Member will keep the terms of this Agreement confidential and will not make any public announcement in relation to the entering into of this Agreement or the Formation Agreement or the terms thereof without the other Members' prior written consent, such consent not to be unreasonably withheld or delayed.

8. DISCLOSURE AND PUBLICITY

8.1 The Members acknowledge and agree that no press release or public disclosure concerning the EEIG shall be made unless and until the relevant press release or public disclosure has been approved by the Board of Managers and the consent of the provider of the EC Grant Funding or any other funding for the EEIG (to the extent that such consent is required) has been obtained.

8.2 If required, all publicity materials with regard to the EEIG shall acknowledge the support given to the EEIG by the European Commission.

9. LIMITATIONS ON LIABILITY

9.1 Subject to Clause 9.2, no Member shall, under any circumstances whatever, be liable to another Member whether in contract, delict (including negligence), breach of statutory duty, or otherwise, for any: (a) loss of profits; (b) loss of sales or business; (c) loss of anticipated savings; (d) loss of or damage to goodwill; (e) loss of use or corruption of software, data or information; or (f) any indirect or consequential loss, in each case even if such loss was reasonably foreseeable or within the contemplation of the Member or had been brought to its attention.

9.2 Nothing in this Agreement shall limit or exclude a Member's liability for:

9.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or students;

9.2.2 fraud or fraudulent misrepresentation; or

9.2.3 any other matter the exclusion or limitation of which is not permitted by law.

9.3 Each Member agrees that if it is notified by any Third Party of any claim or potential claim arising as a result of or in connection with the EEIG or its activities hereunder which may be covered by the indemnity contained in Clause 4.1 it shall:

- 9.3.1 forthwith inform the indemnifying Member(s) of such claim or potential claim;
- 9.3.2 take all reasonable steps to prevent judgement by fault or by default being granted in favour of that Third Party;
- 9.3.3 ensure that each indemnifying Member(s) who has or have a legitimate interest in the claim is/ are given the right to conduct proper consultations with the Third Party in relation to the claim or potential claim; and
- 9.3.4 if appropriate, allow the other indemnifying Members to join in the defence (including settlement litigation or appeal) of any such claim.

If reasonably requested by an indemnifying Member, that indemnifying Member may join the defence to any such claim.

10. TERMINATION

10.1 If any Member shall commit any breach of or default in any term or condition of this Agreement or the Formation Agreement which is brought to the attention of the Members, the Members may instruct the chairperson of the Board of Managers to serve written notice of such breach or default on the defaulting Member. If such defaulting Member fails to remedy such default or breach within thirty (30) days after receipt of such written notice, any of the Members may, at their option and in addition to any other remedies which they may have at law, direct the Board of Managers to convene an extraordinary general meeting of the non-defaulting Members to discuss and agree what steps, if any, should be taken in respect of the defaulting Member which steps may include removing the defaulting Member and continuing with this Agreement (and the Formation Agreement) or terminating this Agreement (and the Formation Agreement) (it being agreed that termination shall be subject always to Clause 11.2). Any removal of the defaulting Member shall be effective as of the date of the receipt of such notice whereupon the provisions of Clause 10.4 shall apply to the defaulting Member.

10.2 A Member shall automatically cease to be a party to this Agreement (without the need for any notice to be served or consent to be given) if:

- 10.2.1 a resolution is passed or an order is made for the winding up of that Member or if that Member becomes subject to an administration order, or a receiver or administrative receiver is appointed over any of its property or assets, or is deemed

unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or the Member is dissolved; or

10.2.2 the Member withdraws from the EEIG in accordance with terms of the Formation Agreement,

whereupon the provisions of Clause 10.4 shall apply to the defaulting Member.

10.3 If it is agreed by all the Members that there is no longer valid reasons for continuing with the EEIG the Members may, by unanimous vote recorded in writing, terminate this Agreement (it being agreed that termination shall be subject always to Clause 11.2 and any continuing or unfulfilled obligations of the Members under this Agreement).

10.4 Where a defaulting Member is removed from the EEIG pursuant to this Clause 10 the defaulting Member shall not, for the avoidance of doubt, be entitled to recover any of its costs incurred in connection with the EEIG and shall comply with all reasonable conditions imposed upon it by the other Members which are required to ensure that the aims and objectives of the EEIG are fulfilled.

11. CONSEQUENCES OF TERMINATION

11.1 Termination of this Agreement will not affect the rights of each Member against any other Member in respect of the period up to and including the date of termination.

11.2 Prior to the effective date of termination of this Agreement the Members (except any defaulting Members) will meet to agree, acting reasonably and in good faith, an appropriate wind-down process and timetable for the EEIG, which shall take account of any obligations owed to Third Parties (including the provider of the EC Grant Funding or any other funding for the EEIG) and shall include agreement on the disbursement of any assets held for or on behalf of the EEIG by any Members.

11.3 The provisions of Clauses 1, 4, 6.1.5, 7, 8, 9, 11, 14, and 15 will survive termination or expiry of this Agreement.

12. FORCE MAJEURE

12.1 Any delays in or failure of performance by a Member of its obligations under this Agreement or the Formation Agreement shall not be considered a breach of this Agreement or the Formation Agreement (as the case may be) if and to the extent that such delay or failure is caused by occurrences beyond the reasonable control of that Member including acts of God; acts, regulations and laws of any government; strikes or other concerted acts of workers; fire; floods; explosions; riots; wars; rebellion; and sabotage; and any time for performance under

this Agreement and/or the Formation Agreement shall be extended by the actual time of delay caused by any such occurrence.

- 12.2 If a Member is affected by an event of Force Majeure which lasts for three (3) months or more, and if such event may reasonably be anticipated to continue, then the Members shall, discuss what steps (including requiring the affected Member to withdraw from the EEIG) should be taken.

13. **NOTICES**

- 13.1 Any notice or document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by hand or by pre-paid recorded delivery or registered post to the persons designated in Article 19 of the Formation Agreement, as the same may be amended from time to time in accordance with the terms of the Formation Agreement.
- 13.2 Any such notice or other document shall be deemed to have been received by the addressee five (5) working days following the date of dispatch if the notice or other document is sent by registered post, or if delivered personally, at the time of delivery.

14. **GENERAL**

- 14.1 None of the rights or obligations under this Agreement may be assigned, transferred, or sub-contracted by a Member without the prior written consent of each of the other Members.
- 14.2 No failure or delay by any Member in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy nor will any single or partial exercise or waiver of any such right or remedy preclude its further exercise or the exercise of any other right or remedy.
- 14.3 This Agreement constitutes the entire understanding between the Members regarding the subject matter hereof and supersedes any prior arrangements, understandings, promises or agreements made or existing between the Members in relation to the subject matter hereof. For the avoidance of doubt, nothing in this Agreement purports to exclude liability for fraudulent misrepresentation.
- 14.4 No addition, amendment, modification or waiver of any term of this Agreement or the Formation Agreement will be effective unless it is in writing and signed by or on behalf of each of the Members.
- 14.5 If any term of this Agreement is or becomes invalid, or is ruled illegal by any court of competent jurisdiction or is deemed unenforceable under then current applicable law from time to time in effect during the period of this Agreement, it is the intention of the Members

that the remainder of this Agreement will not be affected thereby provided that the Members' rights under this Agreement are not materially altered. It is further the Members' intention that in lieu of each such invalid, illegal or unenforceable term, there will be substituted or added as part of this Agreement a valid, legal and enforceable term which in effect will be as similar as possible to the effect of the original invalid, illegal or unenforceable term.

15. GOVERNING LAW AND JURISDICTION

15.1 The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of Scotland. Each Member irrevocably agrees to prorogate the exclusive jurisdiction of the Scottish Courts over any claim, or matter, arising out of this Agreement or any other matter arising in connection with the EEIG.

IN WITNESS WHEREOF this Agreement consisting of this and the preceding eleven (11) pages is executed as follows:

Signed on behalf of **THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW**, by, its duly authorised signatory at on the day of2014 before the following witness:

.....

Witness signature Authorised Signatory

Name

Address

.....

Signed on behalf of **FOUNDATION BIOMEDICAL PRIMATE RESEARCH CENTER** by, its duly authorised signatory at on the day of 2014 before the following witness:

.....

Witness signature Authorised Signatory

Name

Address

.....

Signed on behalf of **FUNDACIÓ PRIVADA CENTRE DE RECERCA EN SALUT INTERNACIONAL DE BARCELONA (CRESIB)** by its duly authorised signatory at on the day of 2014 before the following witness:

.....

Witness signature

Authorised Signatory

Name

Address

.....

Signed on behalf of **INSTITUTE OF MOLECULAR BIOLOGY & BIOTECHNOLOGY OF THE FOUNDATION FOR RESEARCH & TECHNOLOGY – HELLAS (IMBB-FORTH)** by its duly authorised signatory at on the day of 2014 before the following witness:

.....

Witness signature

Authorised Signatory

Name

Address

.....

Signed on behalf of **INSTITUTO DE MEDICINA MOLECULAR** by its duly authorised signatory at on the day of 2014 before the following witness:

.....

Witness signature

Authorised Signatory

Name

Address

.....

Signed on behalf of **ISTITUTO SUPERIORE DI SANITA'** by its duly authorised signatory at on the day of 2014 before the following witness:

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Witness signature

Authorised Signatory

Name

Address

.....

Signed on behalf of **ACADEMISCH ZIEKENHUIS LEIDEN** by its duly authorised signatory at on the day of 2014 before the following witness:

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Witness signature

Authorised Signatory

Name

Address

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Signed on behalf of **LIVERPOOL SCHOOL OF TROPICAL MEDICINE** by its duly authorised signatory at on the day of 2014 before the following witness:

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Witness signature

Authorised Signatory

Name

Address

.....

Signed on behalf of **LONDON SCHOOL OF HYGIENE AND TROPICAL MEDICINE** by its duly authorised signatory at on the day of 2014 before the following witness:

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Witness signature

Authorised Signatory

Name

Address

.....

Signed on behalf of **STICHTING KATHOLIEKE UNIVERSTITEITET RUNMC** by its duly authorised signatory at on the day of 2014 before the following witness:

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Witness signature

Authorised Signatory

Name

Address

.....

Signed on behalf of **UNIVERSITÄTSKLINIKUM HEIDELBERG** by its duly authorised signatory at on the day of 2014 before the following witness:

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Witness signature

Authorised Signatory

Name

Address

.....

Signed on behalf of **UNIVERSITÀ DEGLI STUDI DI ROMA "LA SAPIENZA"** by, its duly authorised signatory at on the day of 2014 before the following witness:

.....
Witness signature Authorised Signatory
Name
Address
.....

Signed on behalf of **UNIVERSITÀ DEGLI STUDI DI TORINO** by, its duly authorised signatory at on the day of 2014 before the following witness:

.....
Witness signature Authorised Signatory
Name
Address
.....



Verbale Giunta di Dipartimento del 31/10/2013.

Alle ore 13,00 si è riunita presso la sala riunioni della Biblioteca Del Vecchio la Giunta di Dipartimento per discutere e deliberare sul seguente ordine del giorno:

1. Comunicazioni.
2. Approvazione verbali sedute 17/1/2013 e 4/6/2013.
3. Elezioni organi dipartimentali.
4. Varie ed eventuali.

Sono presenti:

Professori Ordinari: Piera Valenti, Vincenzo Vullo.

Professori Associati: Giovanni Orsi, Stefano D'Amelio.

Ricercatori: Carolina Marzuillo.

Personale T.A.B.: Luigi Rotundo.

Segretario: Aldo Liccardi.

Assenti giustificati: Antonio Boccia, Valeria Pietropaolo, Roberta Pisano.

Partecipano inoltre:

Coordinatori di Sezione: Maria De Giusti, Anna Teresa Palamara, Vincenzo Vullo.

Delegato del Direttore alla firma: Paolo Villari.

Considerata l'assenza del Prof. Antonio Boccia presiede la seduta il Prof. Villari, svolge le funzioni di Segretario Verbalizzante il Dott. Aldo Liccardi.

Constatata la presenza del numero legale, il Presidente dichiara aperta la seduta alle ore 13,05.

.....omissis.....

4. Varie ed eventuali.

Il Prof. Modiano chiede che il Dipartimento aderisca ad un Gruppo di interesse economico GEIE per la gestione delle attività scientifiche inerenti il progetto EVIMALAR. Il progetto del VII programma quadro terminerà il prossimo anno ed il GEIE garantirà il coordinamento delle attività dei partner già operanti nell'ambito di EVIMALAR. In merito alla copertura finanziaria di eventuali oneri economici sarà garantita con fondi a disposizione del Prof. Modiano.

La Giunta approva.

.....omissis.....

Esauriti gli argomenti in discussione il Presidente dichiara chiusa la seduta alle ore 16,30.



Segretario verbalizzante
Dott. Aldo Liccardi