



Agenzia Italiana del Farmaco

AIFA

CONTRACT

AIFA-

"TITLE"

STANDARD CONTRACT BETWEEN ITALIAN MEDICINES AGENCY AND

THE EVENT ORGANIZER.....

BETWEEN

<NAME OF THE ORGANIZER >, hereinafter referred to as the event organizer“.....”, with registered office in <address>, valued added tax identification number represented by its pro tempore legal representative/attorney, Mrs./Mr./Dr./Prof., social security number....., born in,date, with elected domicile for the contract hereof.....-

AND

The Italian Medicines Agency, hereinafter referred to as the “Agency”, located in Rome, via del Tritone n. 181, tax code 97345810580, value added tax identification number 08703841000, represented by its pro tempore legal representative, Prof. Luca Pani, born in Cagliari on 26 October 1960.

WHEREAS

- The event organizer.....;
- The Article 48 of Decree Law n. 269 of 30 September 2003, converted with amendments, into Law n. 326 of 24 November 2003, establishing the institution of the Italian Medicines Agency ;
- AIFA considers strategicals some educational activities as they are highly qualifying for AIFA personnel from a scientifically view point ;

- The Agency, being independent in its organization and function, can provide advice, collaboration, support, research and education activity as foreseen from the Article 48, paragraph 8, letter c) and c-bis), of the Decree Law n. 269 of 30 September 2003;
- Deliberation of Board of Directors n. 24 of 13 July 2012

In consideration of the above, the parties, as represented in epigraph

Here agree as follows

ART. 1

PREAMBLE

The event organizer and the Agency agree that the above stated preamble, as well as the legislative acts and appendixes mentioned above, shall be considered as an integral and essential part of this contract.

ART. 2

OBJECT

This contract herein defines the arrangements between the Agency and the event organizer regarding < title and date of the event>, which program shall be considered as an integral and essential part of this contract.

ART. 3

CONTRACTUAL ARRANGMENTS

The event organizer commits itself to do not modify the event program and content .

Any unexpected modification from the program presented to the Agency shall promptly be presented to the Agency.

The Agency, in order to provide support to the event (Master/Meeting/Congress) ensure the attendance of a number of tutors/speakers/moderators, chosen among head of unit/employees, to whom is conferred the task if necessary (of teaching, of presentation etc.), considering what is foreseen from the legislation in the field.

ART. 4

EFFICACY – DURATION - CESSATION

This contract is valid from <.....>to<.....>

In case the event shall last longer, the present can be extended prior to written agreement among the parties.

The event organizer shall communicate to the Agency the reasons for requesting the extension of the present contract. The Agency once assessed these reasons, can grant a time extension or can decide to resolve the present contract without any claim by the organizer.

The Agency retains the right to terminate the contract for breach at any time, with the exception of the already completed activities, giving a notice of 30 (thirty) working days. This notice shall be communicated through registered letter.

ART. 5

COMPENSATION

The event Organizer in order to attempt to the contract obligation shall pay the Agency a fee of Euro (...../00). For each speaker for one day a fee will apply as illustrated in table 1.

Table 1 – Fee for the participation to congress, meeting, seminar, master, university courses etc	
Speaker	Daily allowance – Minimum fee
Employ	€ 500,00
Head of Office	€ 1000,00
Head of Department	€ 1500,00
General Director	€ 2500,00
Chairman of Boards of Director	€ 2500,00

In case the event organizer requires for longer the identified speaker/s, commits to pay to the Agency a fee of00 Euro (...../00), per each speaker per day .

ART. 6

PAYMENT

The compensation due by the event organizer will be paid outright within thirty days from the receipt of the invoice.

The Company shall make the compensation payment on the bank account no. 0395 at Banca Popolare di Bari held by the Agenzia Italiana Del Farmaco (IBAN code IT 76 V0542404297000000000395).

ART. 7

TERMINATION OF THE CONTRACT

In case the Company doesn't fulfill the obligations stated in this contract, the Agency has the right to terminate the Agreement according to art 1454 of the Civil Code. In such case, Aifa will require to the Company the fulfillment of the contract obligations within the term of 20 days from the receipt through registered letter , excluding the right to compensation for any damage suffered.

In any case, this Contract will be considered terminated, for the following reasons:

1. in the event that the event organiser should change the program without having first notified the Agency;
2. in the event that the Event Organiser should have changed the nature of the event.

ART. 8

COPYRIGHT

The documentation provided by the Agency is to be considered for use related to the event only.

Any reproduction and any disclosure will be made with the Agency agreement and in accordance with Law n. 248 August 18, 2000,.

ART. 9

PROCESSING OF PERSONAL DATA

According to the Legislative Decree no. 196 of 30 June 2003, and following amendments, on processing of personal data, the event organizer and the Agency declare to be informed -

prior to the signing the contract - of the procedure for processing personal data that will be carried out in order to perform the contract obligations.

In addition, the Company and the Agency declare to have exchanged orally all the information related to the Art. 13 of the above mentioned Legislative Decree.

The processing of personal data will be carried out in accordance to the principles of accuracy, lawfulness, and transparency.

ART. 10

COMPETENT COURT AND LAW APPLICABLE TO THE CONTRACT

All disputes between the parties related to the correct interpretation, performance, and cancellation of this contract will be subject to the exclusive jurisdiction of the Court of Rome.

ART. 11

TAX OBLIGATIONS AND CONTRACT EXPENSES

The event organizer shall bear all the expenses connected to this contract. This contract, drawn up in 2 copies, is made of <...> pages.

Read, confirmed and signed

Rome,

__/__/__

Event Organizer

The President/Rector

Mr./Dr./Prof.....

Agency

General Director

Prof. Luca Pani
