

ASSOCIATED PARTNERSHIP AGREEMENT

The International Centre for Scientific and Technical Information, Moscow, Russia, hereinafter referred to as ICSTI, and Societa It. Tecnica Osped. (name of counterpart), hereinafter referred to as S.I.T.O.S.P.,

- expressing mutual interest in developing joint co-operation,
- striving to achieve close and flexible forms of interaction,
- aspiring to secure future co-operation for a long-term period,

have concluded the present Agreement to the following effect.

Article I. General

1. In keeping with the decisions of the 40th meeting of the Committee of Plenipotentiary Representatives (CPR), that adopted the associated partnership principles and procedure and according to the decision of the _____ meeting of the CPR, _____ (name of counterpart) is granted the status of ICSTI associated partner for the period the present Agreement is valid.

Article II. Scope of co-operation

1. ICSTI and S.I.T.O.S.P. (name of counterpart) have identified the field of progettazione/gestione sanitaria as the subject of their co-operation.
2. Joint activities and responsibilities of parties are described in the Project Programme, forming an integral part of this Agreement (Supplement 1). The Programme covers a specific period and upon its expiration is subject to renewal.

Article III. Participation of the associated partner in ICSTI governing bodies

1. The associated partner can participate in the sessions of ICSTI governing body - Committee of Plenipotentiary Representatives (CPR) as an observer and take part in the discussions and deliberations. ICSTI will supply the associated partner with the meeting proceedings.

Article IV. Financing

1. The associated partner pays a partnership fee of US\$ 1500.00 (Fifteen hundred US dollars) for a calendar year irrespective of the date the present Agreement was signed. The fee is not reimbursed in case of termination of the Agreement.
2. Supplement 2, forming an integral part to this Agreement, stipulates the agreed financial input of the associated partner into joint work within the Project Programme and covers the period to _____. For the next period an additional financial protocol is to be signed.

Article V. Personnel

1. For the period the present Agreement remains valid the associated partner and ICSTI appoint their representatives with decision making authority to co-ordinate and implement joint work within the Project Programme. Specifically, the following individuals are appointed:
 - on behalf of ICSTI - _____
 - on behalf of the associated partner - Prof. Lorenzo Ranzulli - Prof. Giorgio Teseleanu
 The contracting parties will inform each other in writing in case a representative is substituted by an alternative individual.
2. The associated partner can send professional and/or support staff on task missions to ICSTI headquarters to carry out joint work. Terms and duration of work of such personnel are defined in Supplement 3.

Article VI. Information services, advertising and promotion

1. The associated partner can acquire on agreed terms ICSTI information products and results of ICSTI information development projects, as well as receive ICSTI publications.
2. The associated partner may use ICSTI facilities to advertise its activities, products or services.
3. The associated partner can participate in scientific, training, organisational and other events (seminars, conferences, courses, exhibitions, etc.) held at ICSTI. In this case the associated partner meets all costs relating to its participation in such events (transportation, daily expenses, lodgings and registration fee). One representative of the associated partner is free from registration fee charges.

Article VII. Force Majeure

1. Force Majeure as used herein shall mean acts of God, laws or regulations, changes in facility and/or services rates regulated by the government authorities of the country of ICSTI location, acts of the public enemy, industrial and civil disturbances, explosions and any other similar event of equivalent force not caused by nor within control of either party and which neither party was able to foresee or avert at the time the present Agreement was signed.
2. The contracting party is to notify its counterpart about the Force Majeure circumstances within 15 (fifteen) days of the occurrence of the Force Majeure and submit details and estimated duration of the event if possible.
3. Obligations and responsibilities of contracting parties under the present Agreement in case of Force Majeure are suspended and the contracting parties are to enter into mutual consultations and decide on issues relating to the future fulfilment of this Agreement.
4. The associated partner will be financially responsible for any damage to ICSTI infrastructure caused by inobservance of fire or electric safety rules or performance of any other actions without agreement with ICSTI Administration that had caused damage.

Article VIII. Termination and amendment of the Agreement

1. ICSTI may terminate the Agreement in case the associated partner allows 30 days delay in paying an instalment specified in Supplement 2 or a Protocol to the Agreement. The Agreement in this case will become invalid, but the associated partner will not be free from its financial commitments for the period prior to the date the Agreement was terminated.
2. The Agreement may be terminated under Force Majeure circumstances as provided in Article VII.
3. In all other cases the Agreement may be terminated by either party subject to 2 months' prior written notice given to the counterpart.
4. All changes to this Agreement enter into force in case they are done in writing and signed by authorised representatives of each party.

Article IX. Interpretation and arbitration.

1. The present Agreement is governed and interpreted by the laws of the Russian Federation.
2. All disputable or controversial issues will be resolved by the contracting parties amicably. In the event the sides fail to settle the dispute they can refer the case to the Committee of Plenipotentiary Representatives of ICSTI member countries.
3. Information in Supplements 1, 2 and 3 is considered confidential and cannot be disclosed to third parties.

Article X. Validity

1. The present Agreement as well as all supplements or amendments to it will enter into force after approval at the meeting of the CPR.
2. The present Agreement is valid until _____.

Done in VIENNA (place) on " 30.05.2007 in _____ (number of copies), all copies being authentic.

For and on behalf of
ICSTI

V. Kodolova, Director



For and on behalf of

Società Italiana di Tecnica Ospedaliera

Il Presidente

Prof. Lorenzo Renucci

Addresses of contracting parties:

ICSTI

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The present Agreement has been approved by the Committee of Plenipotentiary Representatives of ICSTI member countries at its ...sitting on _____ " 19 ____ in _____ (place).