



Agreement

between the

INTERNATIONAL CENTRE FOR GENETIC ENGINEERING
AND BIOTECHNOLOGY (ICGEB)

located at
Area Science Park
Padriciano 99, I-34149 Trieste, Italy

and the

Fundación Manuel Pérez

located at
Avda General Flores 2125
11800 Montevideo
Uruguay

in the framework of the
ICGEB Research Grants - Collaborative Research Programme for the project titled

Unraveling the Immunological Influence of Fasciolosis and Anthelmintic Treatment
on Foot-and-Mouth Disease Vaccine Efficacy in Cattle

Agreement No. CRP/25/016

Project No. CRP/URY24-03

Obligation No. FO/URY24-03



1. Grant Documentation

The ICGEB grant is subject to the provisions of this Agreement (hereinafter referred to as "Agreement"). The Agreement includes the following Annexes, which are attached to and made a part of the Agreement:

- Annex A: ICGEB General Conditions of Agreement
- Annex B: Terms of Reference dated 5 March 2025
- Annex C: Model Format of Annual Progress Report
- Annex D: Model Format of Final Report
- Annex E: Sample Invoice
- Annex F: Inventory Tags

2. Institution's Responsibilities

In accordance with the terms and conditions stated herein and in the Annexes hereto the Fundación Manuel Pérez (hereinafter referred to as the "Institution"), shall provide for the full and proper performance of its obligations under this Agreement, all the services described in the Terms of Reference dated 5 March 2025.

It is further agreed that, following an exchange of letters between the Institution, the Principal Investigator, Dr. Teresa FREIRE, and the ICGEB, this Agreement is aimed at funding the implementation of the research activity of the Principal Investigator in the home Institute (i.e. Facultad de Medicina, Universidad de la República General Flores 2125, 11800 Montevideo, Uruguay) for the approved collaborative research project CRP/URY24-03 entitled "Unraveling the Immunological Influence of Fasciolosis and Anthelmintic Treatment on Foot-and-Mouth Disease Vaccine Efficacy in Cattle".

The above is in line with the Terms of Reference dated 5 March 2025 a copy of which is attached hereto as Annex B and made a part hereof. All work required under this Agreement shall be completed no later than 29/02/2028.

3. Financial Participation of ICGEB and Payments

ICGEB shall pay the Institution for the full and proper performance of all obligations hereunder the sum of Euro forty-five thousand only (Euro 45,000).

This sum shall cover all expenses incurred by the Institution as per Part 2 of the Terms of Reference (Annex B).

The Institution shall not do any work which may result in any charges to ICGEB over and above the sum of Euro forty-five thousand only (Euro 45,000) without prior written consent of ICGEB and a formal amendment to the Agreement.

4. Entry into Effect of the Agreement

This Agreement shall be deemed to be effective from the date of signature of this Agreement by both ICGEB and the Institution, collectively referred to as "Parties".



5. Reports

The Institution shall prepare and submit to ICGEB the reports which are listed below, together with the related statement of expenditures and invoice whenever necessary. The reports shall be prepared in conformity with Annex C entitled "Annual Progress Report" and Annex D entitled "Final Report", whichever is applicable, and in conformity to paragraph 5 of Annex A entitled "ICGEB General Conditions of Agreement".

a) Annual Progress Report I

Annual Progress Report I, in English, covering the work performed during the first year (start - 28/02/2026) as detailed in section "Time schedule" of the Terms of Reference (Annex B), no later than 31/03/2026.

b) Annual Progress Report II

Annual Progress Report II, in English, covering the work performed during the second year (01/03/2026 - 28/02/2027) as detailed in section "Time schedule" of the Terms of Reference (Annex B), no later than 31/03/2027.

c) A Final Report, in English, covering the overall work performed in accordance with paragraph 2 (start - 29/02/2028), no later than 31/03/2028.

Please note that any new research proposal under the ICGEB CRP Programme originating from the Principal Investigator will be considered only upon receipt and approval of the Final Report.

6. Payment

Payment shall be made in accordance with paragraph 3 on the basis of the Institution's invoices prepared in conformity to Annex E entitled "Sample Invoice" rendered as follows:

- a) upon execution of the Agreement by both Parties, and submission of the related invoice the sum ofEuro 15,000
- b) upon ICGEB's receipt and acceptance of Annual Progress Report I, certification that at least 80% of the first instalment has been spent and accounted for, and submission of the related invoice the sum ofEuro 15,000
- c) upon ICGEB's receipt and acceptance of Annual Progress Report II, certification that at least 80% of the second instalment has been spent and accounted for, and submission of the related invoice the sum ofEuro 15,000

TotalEuro 45,000

The making of any payment hereunder by ICGEB shall not be construed as an unconditional acceptance by ICGEB of the work accomplished by the Institution up to the time of such payment. All payments under this Agreement shall be made by ICGEB by bank transfer to the account(s) of the Institution, indicated in the invoice and in accordance with paragraphs a), b) and c) above.



7. Submission of Invoices

For each payment requested, the Institution shall submit invoices to ICGEB in conformity to Annex E, on the headed paper of the Institution and with the proper signature(s).

8. General Conditions

The parties hereto agree to be bound by the ICGEB General Conditions of Agreement, copy of which is attached hereto as Annex A.

It is understood that all necessary arrangements to comply with national regulations relating to this Agreement and relevant to the Institution's responsibilities shall have been undertaken by the Institution. Failure to do so will nullify this Agreement. The responsibility of ICGEB is limited to the financial support specified in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Fundación Manuel Pérez

INTERNATIONAL CENTRE FOR
GENETIC ENGINEERING AND
BIOTECHNOLOGY

By.....
Teresa FREIRE
Principal Investigator

By.....
Maria Luisa Fichera

By..... (*)
(name)
Legal Representative of the Institution

Maria Luisa Fichera
Chief, Legal and Administration

Avda General Flores 2125, 11800
Montevideo, Uruguay

Padriciano 99
I-34149 Trieste
Italy

Date.....

Date..... 18 March 2025

Enclosures

Annex A: ICGEB General Conditions of Agreement
Annex B: Terms of Reference dated 5 March 2025
Annex C: Model Format of Annual Progress Report
Annex D: Model Format of Final Report
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Annex F: Inventory Tags

(*) An official of the Institution fully empowered to enter into contracting arrangements on behalf of the Institution.
Electronic or digital signatures are accepted as originals.