



IAEA

Atoms For Peace and Development

الوكالة الدولية للطاقة الذرية

国际原子能机构

International Atomic Energy Agency

Agence internationale de l'énergie atomique

Международное агентство по атомной энергии

Organismo Internacional de Energía Atómica

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IAEA Research Contract No: 24022

Research Contract

This Research Contract is entered into between the International Atomic Energy Agency (hereinafter referred to as the "IAEA"), an intergovernmental organization established by its Statute, whose address is Vienna International Centre, P.O. Box 100, 1400 Vienna, Austria; and the Direccion General de Servicios Ganaderos (hereinafter referred to as the "Contractor") whose address is:

Direccion General de Servicios Ganaderos
Ministerio de Ganadería, Agricultura y Pesca (MGAP)
Ruta 8 km 17500
11200 Montevideo
Uruguay.

Hereinafter, the IAEA and the Contractor will also be referred to individually as a "Party" and collectively as the "Parties"

WHEREAS, the IAEA is authorized under its Statute and the decisions of its competent organs to accelerate and enlarge the contribution of atomic energy to peace, health and prosperity throughout the world, and this mandate includes the encouragement and assistance to research on, and the development of, practical applications of atomic energy for peaceful purposes throughout the world by, inter alia, entering into contracts for research and development;

WHEREAS, the IAEA Coordinated Research Project D52043, entitled 'Depletion of Veterinary Pharmaceuticals and Radiometric Analysis of their Residues in Animal Matrices' has been approved from 3 March 2020 to 1 June 2025;

WHEREAS, the IAEA has approved the Contractor's carrying out the Research Project entitled 'Antiparasitic Radiolabeled Depletion Studies for MRL Establishment in Food from Animal Origin' (hereinafter referred to as the "Research Project"), which forms part of the above-mentioned IAEA Coordinated Research Project; and

WHEREAS, the Contractor is able and willing to carry out the Research Project in cooperation with the IAEA under this Research Contract (hereinafter referred to as the "Contract").

NOW, THEREFORE, the Parties hereby agree as follows:

Article 1

Scope of the Research Project

1. The Contractor undertakes to perform the Research Project entitled "Antiparasitic Radiolabeled Depletion Studies for MRL Establishment in Food from Animal Origin" which forms part of the IAEA Coordinated Research Project "D52043", entitled "Depletion of Veterinary Pharmaceuticals and

Radiometric Analysis of their Residues in Animal Matrices” in accordance with the terms and conditions of this Contract.

2. The Chief Scientific Investigator (“CSI”) shall be Ms María Natalia Baccino.

3. The programme of work to be performed under this Research Project shall be:

To

- Source funding to support establishment of an animal facility for radio-labeled studies and to train staff on management of radio-labeled depletion studies, sample collection and handling; The next project steps will depend on establishment or identification of the established and supporting facilities;
- Conduct radio-labeled Ethion, Fipronil and Chlorpyrifos depletion studies in cattle. Radiolabeled molecules will be needed;
- Facilitate preparation of appropriate veterinary drug formulations;
- Assess purity of radio-labeled drugs using suitable radiochemical, chromatographic or mass spectrometric detection methods;
- Prepare relevant study protocol (s);
- Administer radio-labeled compounds in the study food animals and determine total radioactivity by liquid scintillation counter;
- Elucidate the structure of the various molecules and their metabolites;
- Publish and disseminate research findings.

4. The programme of work may be further detailed by exchange of letters between the Parties.

Article 2 Implementation Period

The Contractor shall commence the Research Project on the date of entry into force of this Contract in accordance with Article 21 (“Entry into Force and Duration”) of this Contract and shall finalize the Research Project not later than 1 June 2025.

Article 3 Implementation of the Research Project and Reporting

1. The Contractor shall implement the Research Project in accordance with the quality standards and criteria normally required for carrying out such research.
2. The Contractor shall provide the IAEA with the following reports concerning the implementation of the Research Project:
 - a) Progress reports: The Contractor shall send annual progress reports to the IAEA. The first progress report shall be sent to the IAEA not later than twelve (12) months after entry into force of this Contract pursuant to Article 21 (“Entry into Force and Duration”) of this Contract. Any subsequent annual progress reports shall be sent not later than twelve (12) months after the submission of the first progress report; and
 - b) Final report: The final report shall be sent to the IAEA thirty (30) days after completion of the Research Project, or by the date agreed by the Parties.
3. Any report submitted pursuant to paragraph 2 of this Article shall be submitted in the English language and shall be prepared on the basis of the relevant template as provided in Annex A (“Annual Progress Report and Final Report Templates”) to this Contract.
4. Each Party shall alert the other Party in the event that any risks or major problems are encountered with the Research Project, whatever the cause. Such problems may include but are not limited to those affecting the implementation of the Research Project, its finances, and any

technical issues that could have an impact on the implementation of the Research Project.

5. Notwithstanding paragraph 2 of this Article, the IAEA may, at any time, request further information pertaining to the implementation of the Research Project including the use of the funds provided by the IAEA, and/or additional progress reports.

Article 4

Intellectual Property Rights

1. The reports to be submitted by the Contractor to the IAEA pursuant to this Contract shall be the exclusive property of the IAEA. The Contractor hereby assigns to the IAEA all intellectual property rights to such reports and any results emanating from the Research Project.
2. The Contractor and its staff may publish any results of the Research Project, provided that any such publication shall include an appropriate acknowledgement of the contribution of the IAEA. The Contractor shall not publish any unpublished information received from the IAEA.
3. All results of the Research Project, including any inventions or discoveries arising therefrom, shall be made available widely for the development and practical application of atomic energy for peaceful purposes throughout the world. To accomplish this purpose, the Parties shall cooperate through prompt and extensive publication and by other appropriate means to prevent any restriction of the free use of such results.
4. The Contractor undertakes to take necessary steps to ensure that every person who participates in the Research Project shall be fully informed of the obligations contained in this Article and agrees to be bound by them.

Article 5

IAEA Contribution

Subject to availability of funds, the IAEA shall contribute a sum not exceeding € 35 000 (Thirty Five Thousand) (hereinafter referred to as the "IAEA Contribution") to this Research Project.

Article 6

IAEA's Financial Obligations

1. The "IAEA Contribution" shall be paid to the Contractor via wire transfer according to the information provided in Annex B ("Bank Account Information Form") to this Contract in installments as follows:

Year	Payment Schedule	Amount in Euro
1	An initial installment to be paid in January 2021	€ 7 000 (Seven Thousand)
2	Installment to be paid upon the certification by the appropriate officer of the IAEA for the Research Project that the progress report required under Article 3 ("Implementation of the Research Project and Reporting") of this Contract has been received in due time and accepted by the IAEA	€ 7 000 (Seven Thousand)
3	Installment to be paid upon the certification by the appropriate officer of the IAEA for the Research Project that the progress report required under Article 3 ("Implementation of the Research Project and Reporting") of this Contract has been received in due time and accepted by the IAEA	€ 7 000 (Seven Thousand)

4	Installment to be paid upon the certification by the appropriate officer of the IAEA for the Research Project that the progress report required under Article 3 ("Implementation of the Research Project and Reporting") of this Contract has been received in due time and accepted by the IAEA	€ 7 000 (Seven Thousand)
5a	Installment to be paid upon the certification by the appropriate officer of the IAEA for the Research Project that the progress report required under Article 3 ("Implementation of the Research Project and Reporting") of this Contract has been received in due time and accepted by the IAEA	€ 3 500 (Three Thousand Five Hundred)
5b	A final installment to be paid upon the completion of the Research Project and on the certification by the appropriate officer of the IAEA for the Research Project that the final report required under Article 3 ("Implementation of the Research Project and Reporting") of this Contract has been received in due time and accepted by the IAEA.	€ 3 500 (Three Thousand Five Hundred)

2. In exceptional cases, the Contractor may request payment by the IAEA to a third party (e.g. to the CSI, a foundation, etc.). If, under this Contract, the Contractor requests payment by the IAEA to a third party, this shall be specified in Annex B ("Bank Account Information Form") to this Contract, which shall be signed by the duly authorized representative of the Contractor and by the third party receiving payment on behalf of the Contractor.

3. Any payment to a third party named as Payee in Annex B ("Bank Account Information Form") to this Contract shall constitute a settlement of the financial obligations of the IAEA to the Contractor under this Contract.

4. The Parties may provide through an exchange of letters made pursuant to this Contract that a part or parts of the payment to be made by the IAEA under this Contract shall be used for a particular purpose that is not included in the programme of work specified in Article 1 ("Scope of the Research Project") of this Contract. In that case, the part or parts of the payment shall be used only for the prescribed purpose.

5. The Parties may agree that a part of the "IAEA Contribution" shall be made into the IAEA-administered Research Institutes' Trust Fund to the Contractor's credit for use in providing to the Contractor items of equipment or expendable supplies required for the execution of the Research Project as may be stated in the research proposal or through exchange of letters. The Trust Fund shall be administered by the IAEA in accordance with the Financial Regulations and Rules of the IAEA and the additional criteria set forth in the Annex C "Research Institutes' Trust Fund (RITF)" to this Contract.

Article 7

Other responsibilities of the Contractor

1. The Contractor agrees that the funds provided by the IAEA under this Contract shall be used solely for this Research Project.

2. The Contractor undertakes to promptly notify the IAEA of any change related to this Contract (e.g. status of the CSI in relation to this Research Project or to the Institute, bank account information or change of e-mail addresses).

3. The Contractor shall observe any applicable health and safety standards and any pertinent regulations that are communicated to the Contractor, except as otherwise agreed by exchange of letters.

4. The Contractor shall be responsible for the safety and maintenance of any equipment provided in relation to this Contract.

5. In case the Contractor does not perform its obligations set forth in this Contract to the satisfaction of the IAEA based on the IAEA's technical evaluation of the report submitted by the Contractor in accordance with Article 3 ("Implementation of the Research Project and Reporting") of this Contract, the Contractor shall return the unused funds, transfer the equipment purchased under Article 6 ("IAEA's Financial Obligations") of this Contract, including title thereto, to the IAEA, or the amount requested by the IAEA, which is not to exceed the IAEA contribution amount set forth in Article 5 ("IAEA Contribution") of this Contract.

Article 8 Sub-contracting

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of the IAEA for all sub-contractors. The approval of the IAEA of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

Article 9 Assignment

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Contractor's rights, claims, liabilities or obligations under this Contract except with the prior written authorization of the IAEA.

Article 10 Indemnification

The Contractor shall indemnify, hold and save harmless and defend, at its own expense, the IAEA, its officials, agents and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of: (i) acts or omissions of the Contractor or its employees or sub-contractors in the performance of this Contract including claims and liability in the nature of workmen's compensation claims; and (ii) claims arising out of the unauthorized use of patented inventions or devices, copyrighted material or other intellectual property provided by the Contractor under this Contract.

Article 11 Use of Name, Emblem or Official Seal of the IAEA

Except as provided in paragraph 2 of Article 4 ("Intellectual Property Rights") of this Contract, the Contractor shall not advertise the fact that it is a Contractor with the IAEA. In addition, the Contractor shall, in no other manner whatsoever, use the name, emblem or official seal of the IAEA, or any abbreviation of the name of the IAEA, in connection with its business or otherwise.

Article 12 Officials Not to Benefit

The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of the IAEA any direct or indirect benefit arising from or related to the performance of this Contract or of any other contract with the IAEA or the payments thereof or for any other purpose intended to gain an advantage for the Contractor. The Contractor agrees that breach of this provision may lead, at the IAEA's sole discretion, to the annulment of this Contract irrespective of any work performed. The annulment shall exclude any right of the Contractor to claim any payment, even for work already performed. The annulment will be without prejudice to any further remedies that the IAEA may be entitled to under this Contract or at law, with particular reference to refund of payments already made, claims for damages and losses occurred, bribery, and fraud. The provisions under this Article shall also apply with respect to any subcontractor for the part of work related to such subcontractor.

Article 13

Audit

Each payment made by the IAEA shall be subject to audit by auditors, whether internal or external, of the IAEA or by other authorized and qualified agents of the IAEA at any time during the term of this Contract and for a period of five (5) years following the expiration or prior termination of this Contract. The IAEA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the IAEA other than in accordance with the terms and conditions of this Contract.

The IAEA may conduct audits or investigations relating to any aspect of this Contract or the payments hereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of this Contract at any time during the term of this Contract and for a period of five (5) years following the expiration or prior termination of this Contract.

The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to the IAEA access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, audits or investigations carried out by the IAEA hereunder.

Article 14

Observance of Law

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under this Contract.

Article 15

Status of Contractor

The Contractor shall have and maintain the legal status of an independent contractor. The personnel of the Contractor and any of its sub-contractors shall not be entitled to act as agents of the IAEA.

Article 16

Force Majeure

1. Force majeure as used in this Article shall mean any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, industrial and/or civil disturbances, formal orders of local courts and authorities or any other act of a similar nature or force, provided that such acts arise from causes beyond the control of a Party and without the fault or negligence of that Party.

2. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the IAEA of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the IAEA of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the IAEA shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

3. If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the IAEA shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 23 ("Termination") of this Contract, except that the period of notice shall be seven (7) days instead of thirty (30) days.

Article 17

Survival

The obligations set forth in Articles 4 (“Rights to Reports and Intellectual Property”), 10 (“Indemnification”), 11 (Use of Name, Emblem or Official Seal of the IAEA), 18 (“Settlement of Disputes”) and 19 (“Privileges and Immunities”) of this Contract shall not cease upon termination of this Contract.

Article 18

Settlement of Disputes

All disputes arising out of or relating to interpretation or implementation of this Contract, which cannot be amicably settled by the Parties, shall be referred by either Party to arbitration for settlement in accordance with the UNCITRAL Arbitration Rules as in force at the date the dispute is referred to arbitration. The number of arbitrators shall be one. The place of arbitration shall be Vienna, Austria. The language of arbitration shall be English. The decisions of the arbitrator shall be final and binding on the Parties.

Article 19

Privileges and Immunities

Nothing in this Contract shall be construed as a waiver of the privileges and immunities accorded to the IAEA by its Member States.

Article 20

Entire Agreement

1. The following Annexes shall form an integral part of this Contract:

- a) Annex A: Annual Progress Report and Final Report Templates
- b) Annex B: Bank Account Information Form; and
- c) Annex C: Research Institutes’ Trust Fund (RITF).

2. All terms and conditions of this Contract shall be interpreted as complementary to each other. Should any ambiguities, inconsistencies, conflicts or discrepancies arise, the following order of precedence shall apply:

- a) this Contract; and
- b) the Annexes, noting that precedence is given according to the alphabetical order.

3. Unless otherwise specified herein, this Contract constitutes the entire Contract between the Parties with regard to the subject matter hereof and supersedes all prior representations, agreements, understandings, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as expressly set forth herein.

Article 21

Entry into Force and Duration

This Contract shall enter into force on the date of the last signature by the duly authorized representatives of the Parties and shall remain in force until the Parties have discharged their obligations hereunder, unless terminated earlier pursuant to the terms of this Contract.

Article 22

Amendment

No modification of, or changes to, this Contract, or waiver, either express or implied, of any of its provisions shall be valid unless made in writing and approved by the duly authorized representatives of the Parties.

Article 23
Termination

1. Either Party may for valid cause terminate this Contract, in whole or in part, upon thirty (30) days' prior written notice to the other Party. Where notice of termination is given, the Contractor shall, in addition to obligations provided in paragraph 5 of Article 7 ("Other Responsibilities of the Contractor") of this Contract, as appropriate, take immediate steps to bring the Research Project to a close in a prompt and orderly manner, shall reduce expenses to a minimum and shall not undertake any forward commitment.
2. On termination the IAEA shall pay the Contractor for work satisfactorily performed prior to termination and in conformity with the express terms of this Contract.

For the IAEA:



Mr Sasha DAMJANAC

Head, Research Contracts Administration Section
Dept. of Nuclear Sciences & Applications

Date: 3 March 2020

For the Contractor:

(duly authorized representative of the Contractor)



Name:

Position:

GUARDO BARRE ALBERA
RECTOR GENERAL DE SERVICIOS
GANADEROS

Date: 16 de junio de 2020.

Annex B
Bank Account Information Form

The payee is responsible for the accuracy and completeness of the data entered in this form. The IAEA is not responsible for any delay in payments resulting from incorrectly supplied banking information. Bank charges resulting from incorrectly supplied information may be deducted from the payment.

Please complete all required fields electronically. If not possible, please complete by hand using **BLOCK CAPITALS**.

Please refer to the numbered instructions for help completing this form.

Bank Account to which payment should be made:

01 Account Name (mandatory)	001834650 - 00002
02 IBAN (for locations listed on reverse) or Account Number	
03 SWIFT/BIC	BROUUYMM (AMERICAN DOLLARS)
04 Non IBAN Reference (ABA, BSB, ACH, IFSC; see Instructions)	
05 Bank Name	BANCO DE LA REPUBLICA ORIENTAL DEL URUGUAY
06 Bank Code (only if you do not have SWIFT/BIC)	
07 Branch Address (Street, City, Country)	PIEDRAS 369, MONTEVIDEO, URUGUAY

Payee:

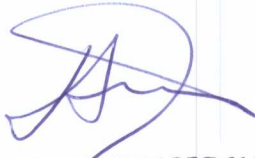
08 Is the above account for an Organization or a Person ?	<input checked="" type="radio"/> Organization <input type="radio"/> Person						
09 Organization Name (<u>only</u> if you indicated Organization above)	FUNDACIÓN TARCO PODESTA'						
10 Person Information (<u>only</u> if you indicated Person above)	<table border="1"> <tr> <td>Family Name:</td> <td></td> </tr> <tr> <td>First Name:</td> <td></td> </tr> <tr> <td>Middle Name:</td> <td></td> </tr> </table>	Family Name:		First Name:		Middle Name:	
Family Name:							
First Name:							
Middle Name:							
11 Payee Address (Street, City, Country, as held by your bank)	<table border="1"> <tr> <td>Street:</td> <td>ALBERTO LASPLACES 1620</td> </tr> <tr> <td>City:</td> <td>MONTEVIDEO</td> </tr> <tr> <td>Country:</td> <td>URUGUAY</td> </tr> </table>	Street:	ALBERTO LASPLACES 1620	City:	MONTEVIDEO	Country:	URUGUAY
Street:	ALBERTO LASPLACES 1620						
City:	MONTEVIDEO						
Country:	URUGUAY						
12 Remittance email address							

Signature of the duly authorized representative of the Contractor:

I/we, as the duly authorized representative of the Contractor of this Contract, hereby certify that the Payee information provided above is accurate and payments under this Contract should be made to the above named Payee by the IAEA in the fulfilment of its obligations herein.

Name:

Signature:



Dr. EDUARDO BARRE ALBERA
DIRECTOR GENERAL DE SERVICIOS
GANADEROS

Date: 16 de junio de 2020.


In exceptional cases, the Contractor may request a third party (e.g. the Chief Scientific Investigator) to receive the payment

I/we, as the above mentioned Payee, accept payment under this Contract on behalf of the Contractor.

Third Party Payee's name:

JOSE MIGUEL PIAGGIO MAZZARA

Signature:



Date: 22/05/2020

(For IAEA Use only)	AIPS Supplier Number	143406
	Contract Number	24022/R0