

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE ITALIAN REPUBLIC
AND
THE EUROPEAN MOLECULAR BIOLOGY LABORATORY
CONCERNING
THE EUROPEAN MOLECULAR BIOLOGY LABORATORY PROGRAMME
AT
MONTEROTONDO**

The Government of the Italian Republic and the European Molecular Biology Laboratory,

Having regard to the Agreement establishing the European Molecular Biology Laboratory signed in Geneva on May 10, 1973;

Considering that the Council of the European Molecular Biology Laboratory has decided to establish research groups in Italy and that the Italian Government has declared its readiness to provide the European Molecular Biology Laboratory with premises located at Monterotondo;

Expressing their willingness to reach an agreement to define the privileges and immunities of the European Molecular Biology Laboratory in respect of the research groups at Monterotondo and to regulate the issues arising as a result of this establishment, as provided in article XI of the Agreement establishing the European Molecular Biology Laboratory;

Hereby agree as follows:

Article I

Definitions

Section 1:

For the purposes of this Agreement:

- (a) "Laboratory Agreement" means the Agreement establishing the European Molecular Biology Laboratory signed in Geneva on May 10, 1973, and any amendments thereto;
- (b) "Laboratory" means the European Molecular Biology Laboratory;
- (c) "Programme" means the Laboratory Research Programme established at Monterotondo;
- (d) "Government" means the Government of the Italian Republic;
- (e) "Agency" means the "Consiglio Nazionale delle Ricerche" (CNR) of Italy;

(f) "Members of staff" means the members of the Laboratory personnel assigned to work in Italy, as defined by the Laboratory Staff Rules and Regulations;

(g) "Member State" means a State Party to the Laboratory Agreement;

(h) "Representatives of Member States" means the Heads of delegations of the Member States, their alternates and advisers participating in the meetings convened by the Programme or the Laboratory in Italy;

(i) "Director-General" means the Director-General of the Laboratory or the person referred to in paragraph 1(b) of Article VII of the Laboratory Agreement;

(j) "Expert" means a person other than a member of staff, appointed by the Council or the Director-General to perform a specific task for or on behalf of the Laboratory.

Article II

Programme of the Monterotondo Laboratory

Section 2:

(1) The Government shall make available to the Laboratory suitable premises and facilities required for the establishment and operation of the Programme. Such premises and facilities shall be provided free of charge except for the expenses specified in Section 4 of this Agreement.

The precise location and size of the premises and facilities are described in Annex I to this Agreement. This seat, where the Laboratory performs the tasks for which it has been established, shall be placed under the Laboratory authority and control.

(2) The Laboratory shall have the right to issue internal rules applicable to said premises and facilities and intended to lay the necessary conditions to facilitate the performance of its tasks. The Government shall take all the necessary measures to facilitate the establishment and operation of the Programme.

Section 3:

The Government, or the Agency designated by it, shall retain title to all buildings and materials put at the disposal of the Laboratory by the Government or its designated Agency and referred to in Annex I except for the exclusive right of the Laboratory to decide on the management and operation of the Programme.

Section 4:

(a) The Laboratory shall bear the expenses of the routine maintenance of the premises and for all communication and public utility services provided under Section 5 of this Agreement.

(b) As agreed by the Contracting Parties, the Government shall be responsible for the prevention and repair of structural damage and for modification and restructuring of the premises referred to in Section 2 as may be necessary and in accordance with plans jointly agreed upon by the Government and the Laboratory. Such works will be performed in a manner which does not prevent the Laboratory tasks from being fulfilled.

Article III

Public Services

Section 5:

The Government shall ensure that the relevant authorities supply the Laboratory with the necessary public services including electricity, water, gas, sewerage, post, telephone, telegraph, local transportation, collection of waste and fire protection. Such public services shall be supplied on terms not less favourable than those granted to the Italian public administrations.

In case of disruption or threatened disruption of any such services, the relevant Italian authorities shall consider the requirements of the Laboratory as being equally important as those of essential public administrations of the Government and shall take steps accordingly to ensure that the activity of the Laboratory is not undermined. In order to guarantee the steady supply of electricity during any disruption of service, the Government shall be responsible for the installation and special maintenance within the Programme of the necessary equipment for emergency power supply.

Section 6:

Upon request, the Laboratory shall enable the duly authorised representatives of the relevant public service bodies to inspect, repair, maintain, reconstruct and restore utilities, conduits and sewers within the Programme under conditions which shall not prevent the Laboratory tasks from being fulfilled.

Article IV

Privileges and Immunities

Section 7:

Immunity from Jurisdiction and Execution

- (a) The seat of the Laboratory as defined in Section 2 of this Agreement shall be inviolable.
- (b) No officer or official of the Italian Republic, or any person exercising public authority within the Italian Republic, shall enter the Laboratory to perform any duties therein except with the consent of the Director-General. In case of natural calamities, fire, or other disaster requiring prompt protective action for security and

public safety reasons, or when crimes shall be prosecuted, except for those carried out in the exercise of the Laboratory official activity, the consent of the Director-General shall be presumed.

- (c) the Director-General shall prevent the seat of the Programme from being used as a refuge for persons who are avoiding arrest under any law of the Italian Republic, or who are required for extradition.
- (d) The Laboratory property and assets and its files, wherever situated and by whoever owned, shall enjoy immunity from any sequestration or attachment, requisition, confiscation, expropriation. They shall also enjoy immunity from any form of administrative or judicial constraint, provided that these assets, property and files be directly used to reach the Laboratory institutional goals.
- (e) The Laboratory doesn't enjoy immunity from jurisdiction and execution if it has expressly waived immunity in the following particular cases:
 - (i) in respect of a civil action by a third Party for damage stemming from an accident caused by a motor vehicle belonging to, or operated on behalf of, the Laboratory or in respect of a motor traffic offence involving such a vehicle;
 - (ii) in respect of contracts, other than those concluded in accordance with the staff rules and regulations, without the arbitration clause referred to in Article XIII;
 - (iii) in respect of an enforcement of an arbitration award made under Article XIII of this Agreement;
 - (iv) in the event of an attachment order in respect of wages, salaries and fees owed by the Laboratory to a member of its staff;
 - (v) in respect of any counterclaim directly connected with court proceedings initiated by the Laboratory.
- (f) Except as otherwise provided in the Laboratory Agreement or in this Agreement, the activities of the Laboratory concerning the Programme at Monterotondo shall be governed by the Italian law. The Laboratory shall have the power to set guidelines for research - operational within the seat - for the full and independent performance of its tasks with due regard to national and international guidelines for such purposes, which should, however, be not less stringent than those prevailing in the host country. The Government and the Laboratory shall consult each other in order to avoid any inconsistency between the regulations of the Laboratory and national and international guidelines. The Laboratory shall ensure the safety of its personnel and of the environment.

Section 8:

Within the framework of the Programme, the Laboratory may carry out all activities to promote its tasks as defined in Article II of the Laboratory Agreement. In particular, it may convene meetings at the seat of the Programme or, jointly with the relevant Italian authorities, elsewhere in Italy. To this end the Government will co-operate with the Laboratory in making the necessary facilities available. With regard to the official communications of the Laboratory and the transfer of its documents, the Laboratory shall enjoy treatment not less favourable than the treatment granted by the Government to other international organisations. No censorship shall be applied to official communications of the Laboratory made by whatever means of communication.

Article V

Liability

Section 9:

(a) International legal liability.

By reason of the Laboratory activities in its territory, the Government shall not incur any international legal liability for acts or omissions of the Laboratory or of its representatives acting or failing to act within the limits of their duties. If a claim is nevertheless made against the Government, it shall have a right to appeal against the Laboratory.

(b) Liability insurance.

The Laboratory shall carry insurance sufficient to cover its liabilities under this Agreement.

Article VI

Section 10:

1. Freedom from currency restrictions

The Laboratory may receive and hold any kind of funds, currency or cash; it may use them freely for any purpose provided for in the Laboratory Agreement and hold accounts in any currency to the extent required to meet its obligations.

2. Customs Provisions and Taxation

(a) Any kind of goods and materials imported or exported by the Laboratory are necessary for the establishment and management of the Programme and for the exercise of the official activities of the Programme shall be exempt from all customs duties and taxes on import or export, except for those charges which are nothing more than payment for services rendered, and from all prohibitions and restrictions on import or export.

The import of biological material may be subject to restrictions, including quarantine under generally applicable health and plant-health provisions, and subject to exemption granted on the basis of a procedure to be agreed upon between the Government and the Laboratory.

Quarantine facilities may be located in the Laboratory premises.

(b) Imported goods which are exempt from duties and taxes under the terms of this Agreement shall not be sold or transferred to a third Party unless the prior agreement of the Italian authorities has been obtained and the applicable duties, taxes and contributions have been paid. Where such duties, taxes and contributions are calculated on the basis of the value of the goods, the value at the time of transfer and the rates in force at that time shall apply.

(c) In particular, the Laboratory shall be exempt from customs duties and all other levies, prohibitions and restrictions on the import of the cars which are strictly necessary for its official purposes and of the spare parts for these cars.

The Laboratory shall also be exempt from the motor vehicle tax in respect of such vehicles registered in a special series.

Fuel and lubricants for those vehicles may be purchased free of taxes according to the quantities and the rates generally granted to diplomatic missions in Italy.

The Laboratory may dispose freely of such vehicles three years after their import without any prohibition, restriction, customs duties or other levies. The Laboratory may transfer the motor vehicles to other persons, in the territory of the Italian Republic, only under the conditions established by the relevant Italian authorities, including the conditions pertaining to the nationalization of such vehicles.

Section 11:

Exemption from Taxation.

(a) The Laboratory, its property and its assets shall - within the limits of its official activities - be exempt from all direct taxation and duties levied by the State, Regions, Provinces and Municipalities.

(b) The Laboratory shall be exempt from the Value Added Tax for substantial purchases of goods and services linked to its official activities and for the fulfilment of its tasks. Substantial purchases mean the purchases of goods and services of an amount higher than the amount provided by the Italian legislation for the international organizations in Italy.

(c) Exemptions shall not be granted in respect of duties and taxes which are in fact nothing more than charges for public services rendered to the Laboratory.

Article VII

Notification of Appointments

Section 12:

The Laboratory shall inform the Government when a member of staff takes up or relinquishes his duties at the Laboratory in Italy. Furthermore, from time to time, the Laboratory shall send to the Government a list of all members of staff assigned to it in Italy indicating in each case whether or not the individual is a national or permanent resident of Italy.

Before employing any person who is present in Italy at the time of such employment, the Laboratory shall take all reasonable steps to ascertain that such person is not present in Italy in violation of the relevant immigration laws or is not subject to any prohibition thereunder preventing him from being employed in Italy. If the Government decides that, at the time of taking up his employment, any member of staff was in Italy in violation of the immigration laws or was subject to such prohibition, the Laboratory and

the Government shall consult with a view to agreeing on a suitable remedy, including, where appropriate, termination of such employment.

Members of staff

Section 13:

- (a) The members of the Laboratory staff and the Experts under Article I, Section 1, subparagraph (j), shall enjoy in the territory of the Italian Republic and in its respect:
 - (i) immunity from jurisdiction in respect of acts performed or words spoken or written by them in their official capacity;
 - (ii) immunity from the inspection and seizure of official luggage, except in the case of controls for security reasons;
- (b) In particular, the members of the Laboratory staff and the Experts under Article I, Section 1, subparagraph (j), who work for the Programme, who are not nationals and permanent residents of Italy shall:
 - (i) be exempt from the national service obligations;
 - (ii) enjoy immunity, together with their spouses and dependants, from immigration restrictions and alien registration. Upon request of the Laboratory, the spouses and dependants of the internationally recruited staff of the Laboratory, who are resident in Italy, shall be allowed to take up employment in Italy;
 - (iii) be granted the same privileges in terms of exchange facilities as those granted to diplomatic agents in accordance with the Vienna Convention on Diplomatic Relations;
 - (iv) be given, together with their spouses and dependants, the same repatriation facilities in time of international crisis as diplomatic agents;
 - (v) have the right to import free of duty their furniture and other belongings, including a car within six months since the first taking up of their post in Italy, in one or more shipments. Therefore they shall be entitled to import duty-free necessary replacements and spare parts for such items.
- (c) Members of staff and Experts, who are not nationals or permanent residents of Italy, shall be exempt from the Italian income tax on the salaries, wages and fees paid by the Laboratory.
- (d) The Experts on mission for the Programme, the Representatives of the Member States, as well as the visiting officials employed by another component of the Laboratory, shall enjoy the privileges and immunities under paragraphs (a) (i) and (ii), (b) (iii) and (iv) above.
- (e) The exemptions under this Section shall not apply to charges and duties which are nothing more than payments for services rendered.
- (f) The privileges and immunities envisaged in this Section shall not apply to the personnel recruited locally for the domestic service of the Laboratory.
- (g) Every year the Laboratory shall communicate to the Government the list of the personnel and of the Experts to whom the provisions of this Section shall be applied.

- (h) Immunity from jurisdiction shall not apply to a civil action by a third Party for damage stemming from an accident caused by a motor vehicle, ship or airplane belonging to, or operated on behalf of, the Laboratory or to a motor traffic offence. The Laboratory, however, commits itself to carry insurance to cover civil liability with a view to ensuring compensation for damage caused in the exercise of its tasks.

Section 14:

Subject to Section 13 (b) (ii) the Government shall facilitate entry into, residence in, and departure from Italy of all the individuals referred to in Section 13 and, where necessary, their families and members of their families. The relevant Italian authorities shall provide all the individuals falling under these categories with the required visas free of charge and as promptly as possible and also lend them the necessary assistance during transit.

Article VIII

Director-General

Section 15:

- (a) The Director-General of the Laboratory enjoys – in the territory of the Italian Republic - immunity from jurisdiction in respect of acts performed and words spoken or written in the exercise of his official duties, unless he has waived it expressly. The waiver of this immunity shall not be applicable to immunity from sentence execution for which a separate waiver is needed.
- (b) The Director-General who is not a national or permanent resident of Italy before his appointment enjoys – over and above the immunity under sub-paragraph (a) - the following immunities and privileges:
- (i) immunity from arrest, detention on suspicion and preventive detention;
 - (ii) immunity from inspection and seizure of his personal and official luggage, except in case of controls for security reasons;
 - (iii) inviolability of the official documents in his possession;
 - (iv) exemption for him and his dependants from the restrictive measures related to immigration;
 - (v) the same tax privileges as those granted to the members of the diplomatic missions having a similar position and status.
- (c) The Director-General who is a national or permanent resident of Italy before his appointment enjoys – in the territory of the Italian Republic – the following privileges and immunities, besides those envisaged under sub-paragraph (a):
- (i) immunity from arrest, detention on suspicion and preventive detention, except in case of flagrante delicto or crime perpetrated in the Italian Republic which is punished by Italian law with a term of imprisonment not shorter than three years;
 - (ii) immunity from inspection and seizure of his official luggage, except in case of controls for security reasons;

(iii) inviolability of the official documents in his possession;
(iv) the same facilities in terms of currency or exchange restrictions as those granted to the representatives of foreign governments on mission in Italy only to the extent required for the exercise of his official duties, except for any other tax and currency privilege granted to the members of the diplomatic missions.

(d) Immunity from jurisdiction shall not apply to a civil action by a third Party for damage stemming from an accident caused by a motor vehicle, ship or airplane belonging to, or operated on behalf of, the Laboratory or to a motor traffic offence. The Laboratory, however, commits itself to carry insurance to cover civil liability with a view to ensuring compensation for damage caused in the exercise of its tasks.

Article IX

Section 16:

Object of Privileges and Immunities

The object of the privileges and immunities granted by this Agreement to the officials and Experts of the Laboratory is solely to ensure the smooth operation of the Laboratory and the independence of the persons to whom they are granted.

Subject to the privileges and immunities granted by this Agreement, all those who enjoy such privileges and immunities shall comply with the laws and the regulations in force in the territory of the Italian Republic and shall not interfere with the internal affairs of the State.

Section 17:

The Director-General has the right and the duty to waive immunities, except his own, when he considers that they obstruct the course of justice and when it is possible to forgo them without undermining the interests of the Laboratory.

Section 18:

The Laboratory shall always cooperate with the relevant authorities in order to prevent any abuse of the privileges, immunities and facilities provided for in this Agreement.

Article X

Communications and Transport

Section 19:

(a) All communications directed to the Laboratory, or to any official of the Laboratory at the seat of the Programme, and all outward official communications of the Laboratory, by whatever means or in whatever form transmitted, shall not be subject to censorship or any other form of tapping or interference.

- (b) The Laboratory shall have the right to use codes and to dispatch and receive official communications by courier or in sealed bags, since they are granted the same privileges and immunities as those granted to diplomatic couriers and bags.
- (c) Nothing in this Section shall be construed as precluding the adoption of security measures to be agreed between the Laboratory and the Government.
- (d) This Section shall also be applied to publications, computer records, pictures, films and sound recordings.

Article XI

Section 20:

Social Security

Insofar as the Laboratory operates a social security scheme, the Laboratory, its Director-General and staff members shall be exempt from all compulsory contributions to national social security organ. An ad hoc agreement will be concluded between the Government and the Laboratory in order to formalize such exemption.

Article XII

Liaison with the Government

Section 21:

The Government shall designate the appropriate authority to co-operate with the Director of the Programme in respect of all matters relating to the Programme administration and management.

Article XIII

Contracts

Section 22:

(a) The Laboratory may include in all the written contracts regulated by private law which are concluded by it, other than those concluded in accordance with the staff rules and regulations, an arbitration clause whereby any dispute stemming from the interpretation or execution of the contract may, at the request of either Party, be submitted to arbitration. This arbitration clause shall specify the method to appoint the arbitrators, the applicable law and the country where the arbitrators shall sit. The arbitration procedure shall be that of the country where the arbitrators sit.

(b) The enforcement of the award of such arbitration shall be governed by the rules in force in the State where it is executed.

Article XIV

Disputes between the Laboratory and its staff

Section 23:

Disputes between the Laboratory and members of staff shall be settled in accordance with the Staff Rules and Regulations of the Laboratory.

Article XV

Settlement of Disputes

Section 24:

Any dispute stemming from the interpretation or implementation of this Agreement, that is not settled by negotiation or as may be otherwise agreed, shall, at the request of either Party, be submitted to an arbitration tribunal. The Laboratory and the Government shall designate one arbitrator each, and the two arbitrators so designated shall appoint a third arbitrator, who shall be the chairman of the tribunal.

If, within thirty days since the request for arbitration, either Party has not designated an arbitrator, either Party may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days since the designation or appointment of the second arbitrator, the third arbitrator has not been appointed. The majority of the members of the arbitration tribunal shall represent the quorum, and decisions shall be taken by a majority vote. The arbitration procedure shall be established by the tribunal, whose decisions, including those concerning its establishment, procedure, jurisdiction and sharing of the arbitration expenses between the Parties, shall be binding on all the Parties to the dispute. The remuneration of the arbitrators shall be determined on the same basis as that of the *ad hoc* judges of the International Court of Justice under Article 32 (4) of its Statutes.

Article XVI

Supplementary Agreements

Section 25:

The Government and the Laboratory may reach all the supplementary agreements as may be necessary.

Article XVII

Entry into Force

Section 26:

This Agreement shall enter into force on the date of the second of the two notifications by which the Contracting Parties will communicate each other that the procedures provided by their respective domestic laws have been fulfilled.

Article XVIII

Revision and Termination

Section 27:

(a) The negotiations for the revision or termination of this Agreement shall take place at the request of either Contracting Party.

(b) If, after one year, these negotiations have not led to an understanding, this Agreement may be denounced by either Contracting Party at one year notice.

Article XIX

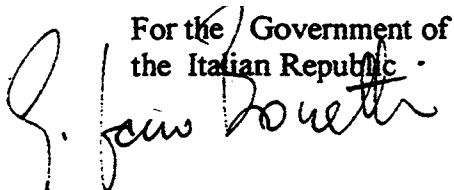
Duration of the Agreement

Section 28:

Subject to the provisions of paragraph (b) of Article XVIII, this Agreement shall remain in force as long as the Laboratory maintains the Programme in Italy.

Done at Rome this 29th day of June 1999

in duplicate in the English and Italian languages, both texts being equally authentic.

For the Government of
the Italian Republic


For the European Molecular
Biology Laboratory


Consiglio Nazionale delle Ricerche

Annex I

IL PRESIDENTE

ROMA , MAY 3rd 1999
P.le Aldo Moro. 7

PROT. LB/N. 003849

Mister Director General,

in regard to your letter of 15 April 1999, I would like to inform you that the CNR, in its capacity as the agency responsible for carrying out the agreement between the Government of the Italian Republic and the EMBL as far as the EMBL programme in Monterotendo is concerned, will entirely fulfil its duties as laid out in Article 2 of that agreement. The CNR has already made available to the EMBL the premises and facilities which are described in the plans attached herewith.

The CNR recognizes the Laboratory's control over, and authority to carry out its own institutional functions. The premises have been made available without any obligation to pay rent and the Laboratory will cover the costs of ordinary maintenance of the premises as well as of all other maintenance and public utility expenses.

Every reasonable potential expansion of the Laboratory which might be agreed upon with the CNR in the future will be carried out under the conditions laid out for the primary installations described in the attached plans.

The CNR has no objection if the present letter and plans are attached to the seat agreement and become an integral part of it.

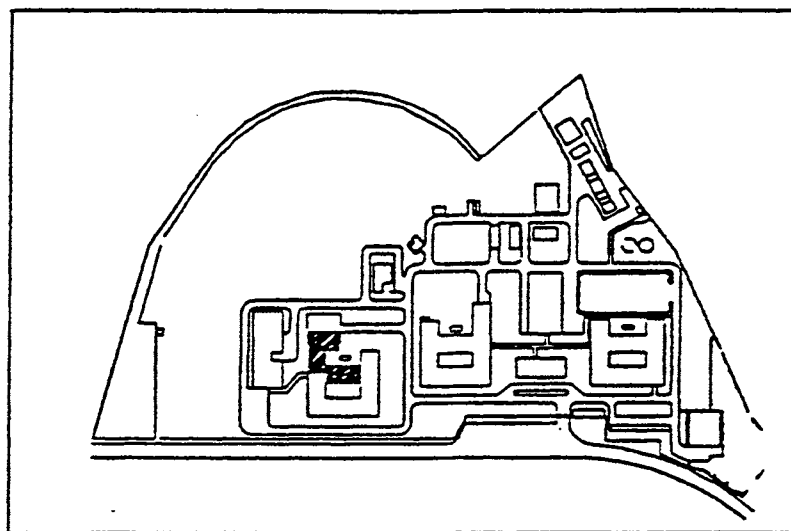
With my best regards.

Lucio Bianco

Dott. Gianfranco FACCO BONETTI
Direttore Generale delle Relazioni Culturali
Ministero degli Affari Esteri
ROMA

CONSIGLIO NAZIONALE DELLE RICERCHE

SEDE
DELL'EUROPEAN MOLECULAR
BIOLOGY LABORATORY (EMBL)
IN MONTEROTONDO (RM)



DEFINIZIONE DEI CONFINI DELLA SEDE

RELAZIONE DESCRITTIVA

Giugno 1999

**PREMISES OF THE EUROPEAN MOLECULAR
BIOLOGY LABORATORY (EMBL)
AT MONTEROTONDO (Rome)**

DEFINITION OF THE BOUNDARIES OF THE EMBL PREMISES

DESCRIPTIVE REPORT

June '99

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1) FOREWORD

A new international research programme on the "Genetics of the Mouse" carried out by the European Molecular Biology Laboratory (EMBL, with headquarters in Heidelberg, Germany) is being developed at the "Adriano Buzzati Traverso Campus".

The Campus is situated at Monterotondo (Rome), inside the building complex of research laboratories and related infrastructures that is the property of SNAM S.p.A., whose legal address is Piazza Vanoni n° 1, San Donato Milano (Milan).

The boundaries of the above-mentioned building complex (SNAM) and of the premises in question (EMBL) are defined in what follows and in the plans attached to this report.

**2) DEFINITION OF THE BOUNDARIES OF THE BUILDING COMPLEX (SNAM) OF
WHICH THE EMBL PREMISES ARE A PART**

The SNAM building complex, located in the township of Monterotondo (Rome), Monterotondo, Scalo Industrial Area, whose main entrance is in Via E. Ramarini n° 32, is made up of various buildings intended to house research laboratories and related infrastructures which occupy a total of 17,000 square meters of covered space (see attached plan Tab. 01 in which the disposition of all the buildings is shown in relation to the parcels listed in the Reprint of Cadastral Map n° 10544, sheet n° 6 of the Township of Monterotondo).

The entire area, which measures 15.8 hectares, borders the Tiber River, the property of D'Angelo, Via Ramarini and the former proprietor's (The Hass Company) residual property.

At the New Cadastre, it appears listed under parcels 5737 and 9027, respectively described in Sheet n° 6 parcels 11 – 12 – 13 and parcels 4 – 29 – 30 – 31 – 32 – 33.

The buildings are listed in the New Cadastre under parcel number 1009371, Category B/5, Public Scientific Laboratories and Organisations.

The cadastre registration request for the most recently constructed buildings (Stabularium, bunker and connecting body) was made official with form "D" of the New Cadastre, protocol number 074965 of 23 March 1992.

C) DEFINITION OF THE BOUNDARIES OF THE EMBL PREMISES AT MONTEROTONDO

With a formal deliberation on 31 May 1996, the SNAM Company, represented by Mr. Massimo Ottaviani, granted as a commodate to the CNR (Consiglio Nazionale delle Ricerche), whose legal headquarters are in Rome, Piazzale Aldo Moro n° 7 and which was represented by Mr. Ivo Grimaldi, certain portions of real estate within the SNAM building complex described above and more precisely:

- 1) The building called "Stabularium" whose commercial area size is 1,760 square meters
- 2) The building called "Laboratory L, Radiochemistry" whose commercial area size is 856 square meters
- 3) Parts of the building called "Laboratory E" whose commercial area size are 1,073 square meters, to be used for "...research activity by the European Scientific Community on the genetics of transgenic mice (European Mouse Mutant Archive and European Molecular Biology Laboratory...)"

With a subsequent agreement on 31 May 1996 between SNAM and the CNR, a rental contract for other portions of real estate was stipulated, concerning more precisely:

- 1) the remaining parts of the building called "Laboratory E" whose commercial area size are 1.096 square meters
- 2) the entire building called "West Laboratory" whose commercial area size is 3,272 square meters

The above-mentioned buildings or parts thereof are the premises of the Institute of Cell Biology of the Consiglio Nazionale delle Ricerche; Prof. G. Tocchini-Valentini is the director of the Institute and also directly responsible for it.

The area occupied by the EMBL, whose overall size is 1,450 square meters, is highlighted in colour in the attached graphic tables Tab. 01 (Ground Plan) and Tab. 02 (Buildings E and L) and includes, on the ground floor, all of building L and a part of building E.

It includes an area bordered by the red line in the above-mentioned tables.

The perimeter of the border, in regard to Tab. 02, is defined by the following points:

- 1 – 11 It is the line in which the entrance facade of building L is inserted.
Said facade is facing North East
- 11 – 10 Building L, facing South East
- 10 – 9 Building E, facing North East
- 9 – 8 Building E, facing North west
(point 8 is inside building E, next to a laboratory used as cold room)
- 8 – 7 Building E, interior
(point 7 is inside building E, next to a laboratory used as thermostatic room)
- 7 – 6 Building E, facing South East on the inside courtyard, direction of main internal viability, SIDE OF Via Ramarini
- 6 – 5 Building E, next to an area of hygienic facilities
- 5 – 4 Building E, facing South East, next to a corridor leading outdoors by way of a secondary connecting exit in the direction of the Stabularium in front
- 4 – 3 Building E, facing South West, with front facing the Stabularium in front
- 3 – 2 Building L, facing South West, with front facing the Stabularium in front
- 2 – 1 Building L, facing North West, with front facing the backbone of the Complex's viability track (Service Cabin side)