

Integrity Pact

Between

The Università degli Studi di Palermo, tax code 80023730825, VAT no 00605880822, with registered office in Palermo, Piazza Marina 61 – Post code 90133, represented by the Rector in charge, Professor _____, born _____ in _____, tax code _____, hereinafter “**the University**”

and

OpenClinica, LLC with registered office in 163 Highland Ave. #1173 Needham, MA 02494 EIN: Employer Identification Number 20-4402510, listed in the Register of Companies of The Commonwealth of Massachusetts _____, no. 20-4402510 _____, of the Chamber of Commerce of _____ The Commonwealth of Massachusetts _____, represented by Benjamin Baumann _____, born in Pontiac, Michigan, USA _____ on June 20, 1978 _____, tax code not applicable _____ in the capacity of chief operating officer _____ and legal representative, hereinafter “**the contractor**”

WHEREAS

- a) Law no. 190 of 6 November 2012, regulating the prevention and combating of corruption and illegality in public administration, under Article 1, paragraph 17, provides that "Contracting authorities may provide in the notices, invitations to tender or letters of invitation that failure to respect the sections included in protocols of legality or in integrity pacts constitute a cause for disqualification";
- b) The national Plan against Corruption – PNA, approved by the National Anticorruption Authority with resolution no. 72 of 11 September 2011, reads "The public administration and the contracting authorities, implementing Article 1, paragraph 17, of the Law no. 190, as a rule, prepare and use protocols of legality or integrity pacts for the award of contracts. To this end, the public agencies include in the notices, invitations to tender and letters of invitation the safeguard section stating that non-compliance with the protocol of legality or the integrity pact results in exclusion from the tender and termination of the contract. "(cfr. PNA, Cap. 3 - point 3.1.13);
- c) The resolution of the Board of Directors of the University no. 12 of 27 January 2015 provided the Three-Year Plan of Prevention of Corruption 2015-2017 - pursuant to Article 1, paragraph 8 of Law no. 190 of 6 November 2012, providing among the mandatory general measures for the definition, by 30 June 2015, of a model of "Integrity Pact", to be submitted to the Board of Directors of the University, to be used to the award of works, services and supplies;
- d) The Board of Directors of the University of Palermo, by resolution no. 15 of 30 June 2015, has approved the model of “Integrity Pact” which must be signed and submitted along with the offer by each participant to the tenders for works, services and supplies: the non-delivery of such a pact, duly signed, involves the exclusion from the tender;
- e) The Board of Directors of the University of Palermo, by resolution no. 16 of 20 December 2017, has approved the updated model of “Integrity Pact” of the The University;

f) The “Integrity Pact” is an agreement aiming at regulating behavior based on principles of loyalty, transparency and fairness, as well as the expressed commitment against corruption not to offer, accept or ask for money or any other compensation, advantage or benefit, either directly or indirectly through intermediaries, in order to be awarded the contract or to alter its correct implementation; in other words, it is a document containing a series of rules aimed at enhancing ethically appropriate behaviors that the contracting authority asks the competitors to accept when taking part in tenders or invitations, thus strengthening already dutiful behaviors in those who are eligible to participate to tenders accepting, at the same time, the sanctions provided for in that agreement in the event of breach of commitments made;

g) The inclusion of the “Integrity Pact” in the tender documentation aims at granting fair competition and equal success opportunities to all participants, as well as at ensuring a correct and transparent execution of the selection and assignation to the contractor, resulting, respecting respect of the negotiation autonomy of the contraction authority, in the invitation to contract and in the acceptance of this by those who aim at become the owners of a future contract

In light of the above, it is hereby understood and agreed as follows:

Art. 1 - Validity of the recitals.

The recitals, as well as the acts and documents referred to thereto, are an integral and substantial part of this act.

Art. 2 - Purpose.

This "Integrity Pact" is an integral part of the tender for clinical research software and of the relevant contract between the University and the Contractor. Failure to submit this pact along with the documents accompanying the offer concerning the tender/invitation letter, duly signed, leads to the exclusion from the tender, except as provided in article 83, 9th paragraph, of legislative decree No. 50/2016 and any subsequent amendments and additions (Code on public contracts).

The parties agree upon the mutual and formal obligation to base their behavior on the principles of loyalty, transparency and fairness, as well as on the explicit anti-corruption endeavor, consisting, among others, in obligation not to offer, accept or ask for sums of money or any other reward, advantage or benefit.

The sections of this "Integrity Pact" are integral and essential part of the contract: after the award of the contract, the obligations fall upon the contractor, who, in turn, will be responsible of the respect of these even by their subcontractors.

The acceptance of the terms of this "Integrity Pact " is a condition for the admission to the tendering process.

Art. 3 - Declarations and obligations of the Contractor.

The contractor:

1. declares not to have directly or indirectly influenced the administrative procedure intended to define the content of the tender, or other equivalent act, in order to affect the mode of choice of the contractor by the University and, in particular, not to have paid, or have promised sums of money, gifts or other benefits or advantages to anyone, to facilitate the award and/or the management of the contract;

2. declares neither to formally or substantially control the competitors, nor to be linked to them whatsoever, and that there are not ongoing or envisaged agreements with the participants in the procedure;
3. declares not to have pending or already set agreements and/or practices restricting competition and the market, prohibited under national and European Union law;
4. agrees not to resort to any mediation or other work of third parties aiming at the award and/or management of the contract.
5. agrees to report to the Official in charge of the Prevention of Corruption of the University, any attempt at collusive tendering, irregularity or distortion in the procedures or during the execution of the contract, by any interested person or officer or anyone who might affect decisions on the procedure, including unlawful demands or claims of employees of the University itself;
6. agrees to promptly inform all its staff about this Integrity Pact and of the obligations contained therein and to ensure that the above commitments are observed by all staff and employees in the exercise of their duties;
7. assures to cooperate with the police and judicial authority, denouncing any attempt at extortion, intimidation or conditioning of a criminal nature (requests for bribes, pressures to address the staffing or the award of subcontracts to specific companies, damage/theft of personal or on site property, etc.);
8. agrees to acquire in the same way and with the same formalities required by law on subcontracting, prior authorization of the Contracting Authority, also for subcontracts in the manner required by current regulations;
9. agrees as well to insert identical integrity and anti-corruption sections in sub-contracts, and is aware that, otherwise, any permission will not be granted.

Art. 4 - Obligations of the University.

The University is obliged to respect the principles of loyalty, transparency and fairness and to enact the disciplinary procedure against the personnel involved in the procedure of award and execution of the contract in case of breach of those principles and particularly whether it found any violation of Articles 4, 6, 7, 8, 13 and 14 of Presidential Decree 16.04.2013, n. 62 (Regulation on the code of conduct of civil servants) and the current Code of Conduct of the University of Palermo.

The University regularly informs all its staff of this Integrity Pact and obligations and obligations arising therefrom, and ensures that the provisions of this Integrity Pact are respected, by the same staff, in the exercise of duties and functions assigned.

The University is obliged to make public the most significant data regarding the procedure and the award, pursuant to the rules of transparency.

Art. 5 - Sanctions for Violation of the integrity pact.

The Contractor acknowledges and agrees that in the event of a mismatch in the statements made with this "Integrity Pact" and a breach of the commitments and with the commitments made herein, ascertained by the University, will be applied against him one or more of the following sanctions,

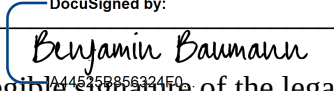
depending on the phase of the procedure or on the relationship and the circumstances of the case and the gravity of the conduct:

- a) exclusion from the tender proceedings;
- b) call-in of the offer-validity guarantee;
- c) revocation of the award;
- d) resolution of any contract signed;
- e) call-in of the performance-of-the-contract guarantee;
- f) compensation for damage to the University to the extent of eight percent (8%) of the value of the contract, unless further evidence of a greater damage is provided.

Art. 6 - Effectiveness of the Integrity Pact.

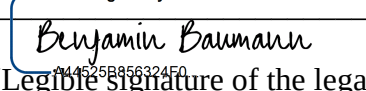
The Integrity Pact and the applicability of the sanctions provided for therein are effective as of the signing date and shall remain in force until the full implementation of any contract entered into as a result of the tender. The exclusion from the tender proceedings results, however, by the nonsubmission of this "Integrity Pact", duly signed, along with the documents accompanying the offer

Place and Date Needham, Massachusetts
February 22, 2025

For Acceptance
The contractor
DocuSigned by:

(Legible signature of the legal representative)

The Contractor declares to have read and to accept the terms and conditions expressly set out in: Art. 1 - Validity of the premises, Art. 2 - Purpose, Art. 3 - Declarations and obligations of the Contractor, Art. 5 - Sanctions for Violation of the Integrity Pact and Art. 6 - Effectiveness of the integrity agreement.

Place and Date Needham, Massachusetts
February 22, 2025

The contractor
DocuSigned by:

(Legible signature of the legal representative)