Nome e Cognome del TA Prot. no.:

Email:

T 212-848-XXXX

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| --- |
| Please refer to the following codes in all billing and correspondence: |
| N:  | Date: / /2023 | CdC: 3CB1 |
| CO.AN.: | CO.GE. |
| CB:  | CIG:  |
| Federal Tax ID xxxxxxxxxxx |
|  |  |  |  |  |

 **XXXXXXXXXXXX**

 3, XXXXXX

 City, ST Zip

 Tel.

 Email:

To the attention of XXXXXXXXX

RE: (*services or goods description)*and Integrity Addendum.

We make reference to your (email/letter/phone call)quote dated MM/DD/YY. We have selected your firm (“You” and/or the “Company”) to supply XXXXXXXXX. We understand that the total cost will be $ XXXXX. ITA reserves the right, in its sole discretion to increase or decrease compensation of *[insert goods or services]* up to 20% as stated in this Agreement.

Payment will be issued upon receipt of an original invoice and proof of completion (describe what need to provided as proof of completion of service) at the end of the service.

ITA makes payment via ACH. Please provide the Company's ACH Routing number and account number so that our payments can be properly credited. Please note that our office is part of the official Mission of Italy to the United States and is exempt from paying tax on purchases over $ 325.00.

By executing this Agreement, You agree to the terms outlined hereinafter and state that you have not retained or engaged anyone who has ceased his or her employment with the Italian Trade Commission within the last three years and whom had occupied a management role in said organization or had been delegated management powers to execute contracts or other commercial transactions on behalf of the said organization.

ITA and the Company (the Parties) wish to insure a transparent and fair relationship and shall adhere to the principles of accountability, efficiency and shall adopt their best effort to prevent corruption in public contracting. The parties shall avoid offering, accepting, and/or requesting any sum of money either large or small, or any other reward, favor, benefit, whether directly or indirectly or through intermediaries, for the purpose of obtaining any favor, advantage or benefit.

Parties shall comply, for what is possible, with the Decree of the President of the Republic No. 62 of 16 April 2013 (the “DPR”) which establishes the “The Code of Conduct of Civil Servants”; and ITA’s Resolution No. 619/23 of January 27, 2023 that adopted the Code of Conduct of Civil Servants” (the “Codes”) establishing the duties of care, loyalty, impartiality, and good moral conduct of civil servants employed by Italian governmental branches and ramifications. An extended version of the Integrity Pact is available upon request with the ITA officer responsible of managing this agreement. Parties shall also adhere and comply with Title 18 of the United States Code Section 201, “Bribery of Public Official and Witnesses” prohibiting bribery of a governmental official (the “Title 18”); the Foreign Corrupt Practices Act of 1977 (the “FCPA”) (15 U.S.C. § 78dd-1) prohibiting foreign trade practices by issuers; and the Securities Exchange Act of 1934 requiring transparency in accounting practices (the “SEA”).

With reference to the principles stated in the legislations mentioned in this Agreement and for clarity, you agree that you shall comply, among the many, with the following principles: (a) the duty of care, that imposes you to adhere to the standard of reasonable care while performing your duties avoiding foreseeable harms and damages to ITA, its affiliates and to third parties; (b) duty of loyalty, that imposes you to always avoid possible conflict of interest; (c) being impartial, that imposes you to honest and just; and (d) act in good faith, that imposes you to remain transparent, perform fairly, and not to destroy the right of the other party.

The Commencement of this Agreement is also contingent upon the successful verification of a general background check performed by ITA.

The Company warrants that all information provided is true and correct to the best of its knowledge, and Company expressly releases ITA from any claim or cause of action arising out of the ITA’s verification of such information. By executing this Agreement, the Company hereby agrees to authorize such a verification and background check and agrees to sign each and every document necessary to enable ITA to conduct this verification and background check.

You also agree to comply with each and every requirement stated in Legislative Decree 50/2016 as applicable. If, pending this Agreement, ITA ascertains that you lack any of its requirements, you shall be in breach and this Agreement and the same shall terminate. Moreover, you may not receive a pro rata payment up to the portion of the service performed and, in any case, on that portion ITA shall retain a 10% administrative surcharge.

You must provide, perform, and complete the service **on or before \_\_\_\_\_\_\_\_\_** (the “Term”). Notwithstanding the Term, this Agreement may be terminated by either party, with or without cause, at any time upon thirty (30) days prior written notice to the other; provided that if You terminate this Agreement, You shall during such 30-day period, in accordance with the terms and conditions hereof, wind up, in an orderly fashion, all assignments for ITA which You began prior to the date of notice of termination hereunder. In case ICE terminates this Agreement, no additional fee or compensation shall be due to You for any reason or under any justification, outside of the previously paid compensation or fees.

If you decide to terminate this Agreement for any reason, You shall only be entitled to receive compensation and/or any other benefits accrued under the terms of this Agreement as of the date You cease work.

Additionally, this Agreement may be terminated as follows:

1. By either party if the other party becomes insolvent or bankrupt, or files a voluntary petition in bankruptcy, or has filed for an involuntary petition in bankruptcy (unless such involuntary petition is withdrawn or dismissed within ten days after filing) in which event termination may be immediate upon notice; or
2. By either party if the other party fails to cure any breach of a material covenant, commitment, or obligation under this Agreement, within fifteen (15) days after receipt of written notice specifically setting forth the breach from the other party; or

By either party if the other party is convicted or pleads to a crime or an act of fraud that materially impacts on the performance of her Services hereunder, in which event termination may be immediate upon notice.

Your failure to comply with any provisions of this Agreement will cause ITA to incur substantial economic damages and losses of types and in amounts which are impossible to calculate and assess. As a consequence, in lieu of actual damages both parties agree that liquidated damages may be assessed and recovered by ITA against You. In the event of your breach of the quality, quantity or terms of this Agreement, ITA, without being required to present any evidence of the amount or character of actual damages sustained by reason of the breach, shall be immediately reimbursed of a sum up to 10% of the value of the Agreement determined with reference to the severity of the breach committed. These liquidated damages are intended to represent estimated actual damages and are not intended as a penalty.

This agreement, and all matters relating to it, shall be governed by the laws of the State of New York. In the event of any dispute arising out of or in connection with this Agreement, the Parties shall first refer the dispute to proceedings under the American Arbitration Association (AAA) Mediation Rules. If the dispute has not been settled pursuant to the said Rules within forty-five (45) days following the filing of a request for mediation or within such other period as the parties may agree in writing, such dispute shall thereafter be finally settled under the Rules of Arbitration of the AAA. At that point, all or remaining disputes between the Parties related to the interpretation or the performance of this Agreement shall be exclusively and finally settled under the Rules of Arbitration of the AAA by one or more arbitrators appointed in accordance with the said Rules. Venue of the Mediation and/or Arbitration shall be New York City. Language of Mediation and/or Arbitration shall be English.

The Italian Trade Agency, in compliance with applicable legislation, is committed to taking all reasonable steps to protect whistleblowers who report or disclose information on breaches of the law observed in the context of their work-related activities. The reports, which are kept fully confidential, are managed through an IT application available on the Home Page of the Italian Trade Agency – ICE website - Whistleblowing section.

In the event that any party hereto institutes any legal suit, action or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including actual attorney’s fees’ and expenses and court costs. This provision is a material term to this Agreement. As used herein, "actual attorneys' fees" or "attorneys' fees actually incurred" means the full and actual costs of any legal services actually performed in connection with the matter for which such fees are sought calculated on the basis of the usual fees charged by the attorneys performing such services, and shall not be limited to "reasonable attorneys' fees" as that term may be defined in statutory or decisional authority.

The Company agrees that its data and information will be stored and published on ITA website among which, Company name; address; amount of consideration.

Notices regarding your duties and/or anything contained in this Agreement should be addressed to \_\_\_\_\_\_\_\_\_\_\_\_\_ who will be the contract manager. Kindly sign a copy of this letter and return via Fax/Email to 212/758-1050 or e-mail to newyork@ice.it. If you have any questions please contact Mr. XXXXX XXXXXX of our office at 212-848-XXXX.

If this letter correctly states the terms of our understanding, please insert your signature and return it to me for my countersignature.

Sincerely,

Giovanni Mafodda For Acceptance

Acting Trade Commissioner

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature and printed name