

**ADDENDUM 1 AL CONTRATTO PER LA CONDUZIONE DELLA SPERIMENTAZIONE
CLINICA SU MEDICINALI**

Sottoscritto in data 03 agosto 2023

TRA

Azienda Ospedaliera Universitaria Policlinico “Paolo Giaccone” di Palermo (d'ora innanzi denominato/a “Ente”), con sede legale in Palermo Via del Vespro 129 C.F. e P. IVA n. 05841790826, in persona della Direttrice Generale, Dott.ssa Maria Grazia Furnari, munita di idonei poteri di firma del presente atto

E

Eli Lilly Cork Limited, con sede legale in Island House, Eastgate Road, Eastgate Business Park, Little Island, Cork, Ireland C.F. e P.IVA n. IE3508310BH, in persona del Procuratore Autorizzato, Dott. Pal Boto (d'ora innanzi denominata “Società”), che in forza di delega agisce in nome e per conto del Promotore della sperimentazione, Eli Lilly and Company, con sede legale in Lilly Corporate Center Indianapolis, Indiana 46258, USA, P. IVA n. 35-0470950 (d'ora innanzi denominato “Promotore”)

(di seguito per brevità denominati/e singolarmente/collettivamente “la **Parte**/le **Parti**.”)

Premesso che

- in data 03 agosto 2023 le Parti hanno sottoscritto un Contratto Per la Conduzione della Sperimentazione Clinica su Medicinali (di seguito “**Contratto**”) per la Sperimentazione dal titolo “*A Phase 3, Randomized, Double-Blind, Placebo-Controlled Study to Investigate the Effect of Tirzepatide on the Reduction of Morbidity and Mortality in Adults with Obesity*” (di seguito “**Sperimentazione**”) codice Protocollo n. I8F-MC-GPIJ (di seguito “**Protocollo**”) codice EU CT 2022-501744-15-00 sotto la responsabilità del Dott./Prof. Silvio Buscemi nel ruolo di Sperimentatore Principale (di seguito “**Sperimentatore**”), presso DAI Medico – Azienda Ospedaliera Universitaria Policlinico “P. Giaccone”;
- in data 28 settembre 2023 le Parti hanno modificato il numero di pazienti candidabili alla Sperimentazione presso l’Ente, da un massimo di 13 originariamente previsti ad un massimo di 15 soggetti candidabili alla Sperimentazione, mediante notifica unilaterale;
- a seguito della sottomissione dell’emendamento (c) al Protocollo, datato 06 Maggio 2025, ed approvato in data 07 Ottobre 2025, si è resa necessaria una rivalutazione delle condizioni

economiche della sperimentazione di cui all'**ALLEGATO A – BUDGET** e l'**Art. 6 – Corrispettivo**, più precisamente l'art 6.1

- le premesse fanno parte integrante del presente Addendum al contratto n. 1;

Tutto ciò premesso, tra le Parti si conviene e si stipula quanto segue:

- con riferimento al Contratto, l'articolo **Art. 6 – Corrispettivo**, più precisamente l'art 6.1 viene emendato come segue:

Il corrispettivo pattuito, preventivamente valutato dall'Ente, per paziente eleggibile, valutabile e che abbia completato il trattamento sperimentale secondo il Protocollo e per il quale sia stata compilata validamente la relativa CRF/eCRF, comprensivo di tutte le spese sostenute dall'Ente per l'esecuzione della Sperimentazione e dei costi di tutte le attività ad essa collegate, è pari ad €15,509.00 per Braccio Principale e €3,431.00 per Braccio OLE per paziente, come meglio dettagliato nel Budget qui allegato sub A.

- con riferimento al Contratto, a partire dalla data di approvazione del Protocollo (c) l' **ALLEGATO A – BUDGET** del Contratto viene eliminato nella sua interezza e sostituito con il nuovo **ALLEGATO A – BUDGET** come segue:

Numero Protocollo	I8F-MC-GPIJ
Paese	Italia
Valuta	EUR - Euro
Data del budget di studio	20 June 2025
Numero Centro	69997

Costo per Paziente Visite Principali		
Visita	Codice Pagamento	Costo in Euro
Visit 1	RG001	€1,017.00
Visit 2	RG002	€1,076.00
Visit 3 Remote	RG003	€307.00
Visit 4 Remote	RG004	€307.00

Visit 5 Remote	RG005	€307.00
Visit 6 Remote	RG006	€307.00
Visit 7 Remote	RG007	€307.00
Visit 8 Remote	RG008	€307.00
Visit 9 Remote	RG009	€307.00
Visit 10 Annual Onsite	RG010	€903.00
Visit 11 Remote	RG011	€307.00
Visit 12 Remote	RG012	€307.00
Visit 13 Remote	RG013	€307.00
Visit 14 Remote	RG014	€419.00
Visit 15 Annual Onsite	RG015	€1,014.00
Visit 16 Remote	RG016	€419.00
Visit 17 Remote	RG017	€419.00
Visit 18 Remote	RG018	€419.00
Visit 19 Annual Onsite	RG019	€894.00
Visit 20 Remote	RG020	€419.00
Visit 21 Remote	RG021	€419.00
Visit 22 Remote	RG022	€419.00
Visit 23 Annual Onsite	RG023	€870.00
Visit 24 Remote	RG024	€419.00
Visit 25 Remote	RG025	€419.00
Visit 26 Remote	RG026	€419.00
Visit 27 Remote	RG027	€419.00
Visit 28 Annual Onsite	RG028	€870.00
FV	FL	€1,186.00
Costo Totale per Paziente		€15,509.00

<i>Visite Addizionali basate sulla CRF (Non Incluse nel Costo per Paziente) Visite Principali</i>		
<i>Visita</i>	<i>Codice Pagamento</i>	<i>Costo in Euro</i>

Screen Failure at Visit 1.	SF001	€1,017.00
Screen Failure at Visit 2; payment is in addition to V1.	SF002	€1,076.00
EMV(a) REMOTE (repeating extended maintenance visit in-between annual visits)	EE	€419.00
EMV(b) Onsite (repeating extended maintenance annual visits)	EA	€894.00
PDTV Onsite (treatment discontinuation) (applicable to visits 3+)	EB	€559.00
Remote visit in place of Annual Visit (visits 10, 15, 19, 23, 28, and EMV(b)) for Pts withdrawn from IP	ED	€361.00

<i>Il Costo per Paziente delle Visite Principali si basa sulle seguenti procedure</i>
Pre-screening efforts prior to consent to confirm eligibility of potentially-eligible participants (includes evaluating patient fit for long-term compliance with visit schedule in the placebo-controlled, event-driven trial design)
Informed consent
Inclusion/exclusion criteria review
Randomization via IWRS
Complete physical exam; includes Demographics, Medical history, Prior treatments for indication, Substance use, Height, Weight and Vital signs
Vital signs collected independent of Physical exam; pulse rate, blood pressure)
Hip and Waist Measurement
Concomitant medications
Adverse events
ECG
Initial Lifestyle program instructions (includes counseling on diet, exercise and hypoglycemia education)
Review Lifestyle program instructions
Blood draw
Specimen processing for central labs; includes prep and ship to Central Lab
Specimen processing for central labs; includes Urine collection and prep and ship to Central Lab
eCOA Device Training (SF-36, EQ-5D-5L, PGIS, [KOOS, PRNS-Knee, HOOS, PRNS-Hip (If applicable)])
eCOA Device Coordination (SF-36, EQ-5D-5L, PGIS, [If applicable KOOS, PRNS-Knee, HOOS, PRNS-Hip])

Healthcare Resource Utilization (HCRU)
Symptoms During Sleep (SDS)
Training patients to self-administer injectable study medication; includes observation
Dispense ancillary supplies to participant
Pharmacy Fee for Tirzepatide/Placebo
Investigator, Study Coordinator, Data Manager Fee

<i>Costo per Paziente Visite OLE</i>		
<i>Visita</i>	<i>Codice Pagamento</i>	<i>Costo in Euro</i>
Visit 99	RG099	188
Abbreviated Remote Visit 100	RG100	203
Abbreviated Remote Visit 101	RG101	203
Abbreviated Remote Visit 102	RG102	203
Abbreviated Remote Visit 103	RG103	203
Abbreviated Remote Visit 104	RG104	203
Abbreviated Remote Visit 105	RG105	203
Abbreviated Remote Visit 106	RG106	203
Abbreviated Remote Visit 107	RG107	203
Annual Clinic Visit 108	RG108	534
Abbreviated Remote Visit 109	RG109	203
Abbreviated Remote Visit 110	RG110	203
Abbreviated Remote Visit 111	RG111	203
Annual Clinic Visit 112	RG112	476
Costo Totale per Paziente Visite OLE		€3,431.00

<i>Visite Aggiuntive basate sulla CRF (Non Incluse nel Costo per Paziente) Visite OLE</i>		
<i>Visita</i>	<i>Codice Pagamento</i>	<i>Costo in Euro</i>
ED OLE	ET	€476.00

<i>Il Costo per Paziente delle Visite OLE si basa sulle seguenti procedure</i>
Informed consent
Inclusion/exclusion criteria review
Vital signs collected independent of Physical exam; pulse rate, blood pressure)
Hip and Waist Measurement
Concomitant medications
Adverse events
eCOA Device Coordination (SF-36, EQ-5D-5L, PGIS, [If applicable KOOS, PRNS-Knee, HOOS, PRNS-Hip])
Healthcare Resource Utilization (HCRU)
Symptoms During Sleep (SDS)
Training patients to self-administer injectable study medication; includes observation
Pharmacy Fee for Tirzepatide/Placebo
Investigator, Study Coordinator, Data Manager Fee

<i>Prestazioni Fatturabili</i>	
<i>Prestazione</i>	<i>Costo in Euro</i>
Completed first two years of the study. Once site is contracted under Amendment (c), the new retention will take effect. Local Retention Efforts including (but not limited to) group classes or similar educational efforts for cooking, exercise, mental health; Pass-through cost based on supporting documentation. Price is per year, Maximum of 5 per site.	338
Local Retention Efforts for Education around disease state or treatment - including but not limited to site-offered classes or instruction related to general healthy living such as cooking, exercise or mental health. Retention efforts must not be in the form of cash, check, gift card, or gift certificates and must not appear lavish. Pass through cost based on supporting documentation, paid per participant per year for a maximum of three years.	131
Repeat/additional blood draw if performed in accordance with the protocol.	18
Repeat/additional specimen processing for central labs if performed in accordance with the protocol; price is per tube.	24
Repeat/additional Urine collection for central labs; price is per sample and includes prep and ship to Central Lab.	20

Repeat/additional Urine pregnancy test (Local Lab).	23
Repeat/additional Vital signs if performed in accordance with the protocol.	34
Repeat/additional Symptom-directed physical assessment at the discretion of the PI (or qualified staff), if performed in accordance with the protocol; price is per assessment. (Excludes cost of Vital signs collected during the exam. Annual visits include the cost of vital collection in CPP, if completed in between annual visits, the vital collection can be invoiced separately, if applicable.	90
Repeat/additional ECG if performed in accordance with the protocol.	84
Repeat/additional Study drug injection training (including participants who are poorly compliant with their medication or caregivers) if performed in accordance with the protocol.	57
Repeat/additional dispense of ancillary supplies as needed throughout the course of the study if performed in accordance with the protocol.	29
Repeat/additional pharmacy fee (Tirzepatide/placebo) after Visit 8 if needed for unscheduled dosing visit, if performed in accordance with the protocol.	58
Transfer participant fee if performed in accordance with the protocol; price includes repeat informed consent, repeat review/confirmation of patient eligibility, research staff time and effort for review of transfer source documents.	151
Complete Physical Exam for transfer patients participants if performed in accordance with the protocol; price includes Medical history, Habits, Height, Weight, Vital signs (collected two times per the protocol), Hip and Waist Circumference (collected two times per the protocol).	217
Endpoint reporting if performed in accordance with the GPIJ CEC charter (as referenced in the protocol); price is per event.	84
Unscheduled visit (can be used for dose escalation visits during Period III, if applicable) when performed in accordance with the protocol and reported in the eDC system; price is per visit and includes research staff time and effort, evaluation of Adverse Events, review of Concomitant Medications. (Excludes cost of other procedures performed at the Unscheduled Visit, if applicable; separately invoiceable.)	392
Vital status collection (Contact with participant's family, caregiver, pharmacist or primary care physician, or medical record review) if performed in accordance with the protocol; price is per collection.	176
Additional research staff Time & Effort for additional data locks to support interim analyses (if required to monitor safety, as outlined in the protocol); price is per patient.	60
Initial diabetes training; includes Nutrition counseling, Carb counting and Glucose management for patients who develop diabetes during the trial, if performed in accordance with the protocol.	85
Dispense blood glucose meter and ancillary supplies for patients who develop diabetes during the trial, if performed in accordance with the protocol.	29

Reimbursement of locally-sourced glucometers if used in accordance with the protocol and not paid by the patient's private/national insurance for patients enrolled in an industry-sponsored clinical trial; requires third-party receipts, reimbursement of actual expenses up to the budgeted amount. Price is for one glucometer per patient.	39
Reimbursement of locally-sourced glucometer supplies if used in accordance with the protocol and not paid by the patient's private/national insurance for patients enrolled in an industry-sponsored clinical trial; requires third-party receipts, reimbursement of actual expenses up to the budget limit. Price is per month, per patient, and includes test strips, lancets, solution.	99
Reimbursement of locally-sourced medication(s) if used in accordance with the protocol and not paid by the patient's private/national insurance for patients enrolled in an industry-sponsored clinical trial; requires third-party receipts, reimbursement of actual expenses. Price intentionally left blank.	0.00

Open Label Extension Specifica - Appendice 12	Costo in Euro
Site Time and Effort for V99 including review of AE and Conmeds when the visit is not performed at the Final Visit in the main study; price is per patient.	241
Unscheduled visit during OLE if performed in accordance with the protocol and reported in the eDC system; price is per visit and includes research staff time and effort, evaluation of Adverse Events, review of Concomitant Medications.	241

Le suddette nuove condizioni costituiranno parte integrante del Contratto e regoleranno pertanto in parte equa l'esecuzione dello stesso. Ogni altra condizione stabilita nel Contratto stipulato tra le parti in data rimane ferma ed invariata.

Il presente Addendum avrà efficacia a decorrere dalla data di approvazione del Protocollo (c), che ha apportato le modifiche relative al budget oggetto del presente Addendum.

Il presente Addendum viene sottoscritto con firma digitale ai sensi dell'art. 24 del D. Lgs. 82/2005, giusta la previsione di cui all'art. 15, comma 2bis della Legge n. 241/1990, come aggiunto dall'art. 6, D.L. 18/10/2012, n. 179, convertito in Legge 17/12/2012 n. 22. Le imposte e tasse inerenti e conseguenti alla stipula del presente Addendum, ivi comprese l'imposta di bollo sull'originale informatico di cui all'art. 2 della Tabella Allegato A – tariffa parte I del DPR n. 642/1972 e l'imposta di registro devono essere versate, nel rispetto della normativa applicabile. Le spese di bollo sono a carico del Promotore e saranno assolte in modo virtuale tramite Autorizzazione Intendenza di Finanza di FI n. 203563/79 del 14/08/79.

Ai sensi dell'art. 7 ter del DPR n. 633/1972 e successive modifiche, le prestazioni contrattuali saranno fatturate fuori campo IVA, per mancanza del presupposto della territorialità.

Il presente Addendum è soggetto a registrazione solo in caso di uso. Le spese di bollo sono a carico del Promotore.

Letto, approvato e sottoscritto digitalmente.

Per l'Ente

La Direttrice Generale

Dott.ssa Maria Grazia Furnari

Firma _____

Eli Lilly Cork Limited

Il Procuratore Autorizzato

Dott. Pal Boto

Firma _____