Embassy of Italy
Abu Dhabi

ANNEX C.2

CONTRACT FOR ECONOMIC SPONSORSHIP

BETWEEN

The **Embassy of Italy in Abu Dhabi**, headquartered in Abu Dhabi, Etihad Towers, Tower 3, Floor 28, PO Box 46752, represented by the Head of Administration, Mr. Antonino Pratticò (hereinafter also "**Embassy**" or "**Sponsee**")

- on the one hand –

AND

_____ (*company name*), headquartered at _____ (*address*), CF/TRN _____ (*tax ID*) represented by _____ (*first and last name*) (hereinafter also "**Sponsor**")

- on the other hand –

referred to individually as the "**Party**" or jointly as the "**Parties**"

WHEREAS

(a) by decision to contract no. 7 of 25th January 2024, the Embassy ordered the initiation of a procedure for the identification of sponsors interested in participating in the organization of the 2024 National Day with financial contributions or through the provision of goods or services;

(b) in execution of the aforementioned decision, by public notice ref. no. 104 of 25th January 2024 ("**Notice**"), the Embassy initiated the collection of expressions of interest from potential sponsors;

(c) in response to the Notice, the Sponsor expressed its interest in financing the organization of the Event with a contribution of _____ (*amount and currency*), qualifying as _____ (*sponsor category*);

(d) the Embassy, having positively evaluated the Sponsor's expression of interest, proposed the Sponsor to enter into this sponsorship agreement in order to regulate mutual relations;

In light of the above, the Parties

AGREE AND STIPULATE AS FOLLOWS

Art. 1 - Recitals and annexes

1.1 Recitals and annexes form an integral and substantial part of the contract.

Art. 2 - Subject-matter of the contract

2.1 The subject-matter of the contract is the collaboration, in the form of economic sponsorship, between the Embassy and the Sponsor in order to support the celebration of the 2024 National Day ("**National Day**" or "**Event**").

2.2 The collaboration between the Embassy and the Sponsor is of non-exclusive nature. The Embassy reserves the right to enter into other sponsorship contracts for the organization of the Event, even with entities engaged in similar or otherwise competing activities or involving the advertising of goods or services of the same kind as those produced and marketed by Sponsor.

Art. 3 - Term

3.1 The contract refers to the realization of the Event and takes effect from the moment of its signing. The contract will expire on 1st June 2025 and in any case upon the fulfillment of the obligations contained herein, any tacit renewal being excluded.

Art. 4 - Obligations of the Sponsor

4.1 The Sponsor to contribute the sum of AED [...] or EUR [...] to the Embassy, by way of sponsorship. It is understood that bank fees shall be borne by the Sponsor.

4.2 Payment of the agreed amount shall be made by the Sponsor no later than **May 17, 2024**, by bank transfer to the Embassy's account at First Abu Dhabi Bank, Khalifa Park, Abu Dhabi (UAE):

a) **for payments in AED**: IBAN: AE230351411003174249023,
BIC/SIFT: NBADAEAA.

b) **for payments in EUR**: IBAN: AE290351411003174249012,
BIC/SIFT: NBADAEAA;

4.3 Upon payment of the contribution, the Embassy will issue a receipt.

4.4 Should the Sponsor not have already done so, it is required to identify the logo with which it intends to proceed with the sponsorship, making available to the Embassy the exact and faithful reproduction of the same as well as a graphic illustration of its mode of use.

4.5 The Sponsor is also required to submit in advance for the Embassy's review the promotional material that will be displayed or otherwise made available at the Event, if any. The cost of shipping, transporting and/or setting up such materials shall be borne entirely by the Sponsor. The Sponsor releases the Embassy from any and all liability with respect to: (a) theft of the displayed material by third parties; (b) damage caused by third parties to the displayed material; (b) injury or damage caused to third parties by the displayed promotional material.

Art. 5 - Obligations of the Embassy

5.1 The Embassy recognizes the Sponsor as _____ (*insert the qualification chosen*) and undertakes to make sure that it receives the corresponding return in terms of image and visibility, in accordance with the provisions of the Notice.

5.2 It is understood that the Embassy's obligations are subject to the payment of the contribution pursuant to Article 4 above.

Art. 6 - Use and allocation of monetary contributions

6.1 Money contributions received from the Sponsor will be entered into the budget and used by the Embassy to finance the organization of the Event. By the first quarter of 2025, the Embassy will provide the Sponsor with a written report on the use of all the contributions received.

6.2 Should the total cost for the organization of the Event turn out to be less than the overall amount received by sponsors, the Embassy may use the remaining amount for any other initiatives related to the promotion of Italy, organized individually or in conjunction with the Consulate General of Dubai. The Sponsor acknowledges and accepts that, in such cases, the Embassy may not ensure it additional visibility, beyond that recognized at the Event.

Art. 7 - Assignment of the contract

7.1 The Sponsor shall not, in any capacity whatsoever, transfer to third parties, either in whole or in part, this contract or assign to third parties the rights and obligations hereunder, without the prior and express written authorization of the Embassy.

Art. 8 - Termination and withdrawal

8.1 The contract may be terminated by the Embassy, upon written notice to perform:

- **a)** in case of non-payment by the Sponsor, within the agreed terms, of the amount referred to in Article 4 above;
- **b)** in case of serious and repeated defaults of the Sponsor to the other contractual provisions.

8.2 The contract shall be deemed to be terminated by law in the event of:

- **a)** finding that the Sponsor lacks or lost any of the requirements set forth in Annex B of the Notice;
- **b)** finding of a conflict of interest between the public activity of the Embassy and the business activity of the Sponsor;
- **c)** acts and/or facts of the Sponsor deemed detrimental to the image of the Embassy;
- **d)** violation of the traceability obligations set forth in Article 6 above;
- **e)** violation of the prohibition of contract assignment referred to in Article 7 above.

8.3 The Embassy reserves the right to terminate the contract at any time, without any conditions or limitations whatsoever:

- **a)** for reasons of foreign policy;
- **b)** when, due to adverse weather conditions, public order or other unforeseeable events, it becomes necessary to cancel the Event and it is not possible to postpone it to another date.

8.4 In the cases referred to in Articles 8.2 and 8.3, the Sponsor shall be entitled to a refund of the monetary contribution already disbursed, but not spent by the Embassy for the organization of the Event.

Art. 9 - General provisions

9.1 The Parties mutually agree that any amendment to the terms and conditions of this contract shall be in writing.

9.2 Should one or more clauses of this contract be invalid, void and/or ineffective in whole or in part, the contract shall remain valid and the invalid clauses shall be replaced with fully valid and effective.

Art. 10 - Applicable law and jurisdiction

10.1 This contract is governed by and shall be construed according to Italian law, consistently with local regulations and situations.

10.2 For any dispute that may arise between the Parties with respect to the formation, interpretation, execution and/or termination of this contract, jurisdiction shall be vested in the Courts of the United Arab Emirates.

Abu Dhabi, _____ (*date*)

FOR THE EMBASSY	FOR THE SPONSOR
_____	_____
Antonino PRATTICÒ *Coordinator of the Administrative Office*	Name SURNAME (*role*)