



**UN PATTO PER LA PROMOZIONE DELLA CULTURA EDIZIONE 2019/2021. D.G.R.  
76/2019 POIETIKA EDIZIONE 2020 "LA PAROLA AL SUD" – CODICE CUP  
H19E19001270001 – CODICE CIG ZDC2BCD96D**

**ADDENDUM TO THE CONTRACT N. 47 SIGNED ON 29 NOVEMBER 2019 AND  
REGISTERED ON 18 FEBRUARY 2020**

Antonella Presutti, as **Legal Representative** for and on behalf **Fondazione Molise Cultura**, LOCAL VAT #: IT 92060690705, Address **Campobasso, Via Milano15**, Italy here in after called the **PROMOTER** of the one part,

and

António Cunha, as **Legal Representative** for and on behalf **UGURU II Produções, Lda**, Address: **Avenida do Brasil, 634;2750-309 Cascais**, VAT Nr: PT 506398137, Telephone: +351 214 416 200, Fax: +351 214 417 412, hereinafter called the **Producer**, of the other part

Agreed that:

1. On 29th November 2019 both signed a contract no. 47 registered on 18 February 2020 for Teresa Salgueiro concert at **POIETIKA** - on 18th April 2020. The concert was scheduled at 21h00, with a maximum of 75 min length;
2. The scheduled agreed on this contract has to be changed due to Covid-19 worldwide pandemic situation;
3. The concert will be postponed to 16<sup>th</sup> October 2021 at **POIETIKA**;
4. The **PROMOTER** is responsible for assuring that all the actions in order to contrast the Covid19 during the performance of the event will take place;
5. If the performance could not take place due to serious causes of force majeure (including calamities, earthquakes, illness, safety reasons due to subsequent anti Covid-19 provisions, the positivity to Covid-19 clinically ascertained even by just a musician or technician involved in the performance, in the event that the date of the performance falls within the quarantine period or fiduciary isolation to which the artist and technicians will be subjected as "close contacts" of the positive case, etc.), with notice up to three days prior to the date of the performance, with written communication, the Promoter must pay nothing to the Producer without prejudice to the obligation to set an alternative date immediately and in writing within the following 12 months, to be agreed with the Producer.

If the Band is already present on site or traveling to the venue, the Promoter will have to pay the Band the reimbursement of the transfer costs.

If the failure to perform the "performance" is due to causes of force majeure or in any case not attributable to the responsibility of one of the parties, without the possibility of repetition of the same, the band undertakes to return the advance paid to it, however, any claim from part of the promoter to compensate for damages or to pay any other compensation for any reason, title or cause.

In case of the airline company cancelling the return flight for the Band, the Promoter must find an alternative flight and to take care of all expenses including hotel and meals if the solution is not for the same day.

6. The Promoter undertakes to comply with current legislation and in particular with that dictated by the Italian Government, by the Ministry of Health for the protection in workplaces and live entertainment open to the public including the provisions dictated for the containment of the spread of the infection. from Covid-19, with the aim of ensuring the health and safety of artists, operators and the public.

The Band is required to comply with current legislation in compliance with the anti-COVID19 provisions in force at the time of the show.

This contract is stipulated in compliance with the measures of social distancing and containment of the contagion from Covid-19 in force on the date of signing it. If, however, at the date of the show, different and more restrictive measures than those currently in force should be applicable to the case in question, the Promoter and the Producer will analyze in good faith the technical and economic feasibility of the service and will evaluate the possible solutions to maintain it under varying conditions. If, despite the efforts made by the Parties, they fail to identify a shared solution, or under varying conditions, the Producer and / or the Promoter should consider the show covered by the contract no longer feasible from a technical and / or economic point of view, this agreement may be terminated by mutual consent, due to force majeure, without charges between the Parties, by means of communication by e-mail with ten days' notice.

I/We the undersigned acknowledge that I/We have read the above clauses and agree that they will be adhered to in detail.

Signature:

Signature:

Name: ANTÓNIO MANUEL RIBEIRO DA CUNHA

Date:

Address: Avdo Brasil 634;2750-309 Cascais,Portugal



Name: Antonella Presutti

Date:

Address :Campobasso, Via Milano



Antonella Presutti  
02.09.2021  
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