

FONDAZIONE MOLISE CULTURA

Progetto "Un Patto per la promozione della Cultura-Edizione 2019-2021". Delibera di G.R. n. 76/2019- Azione Poietika 2021 – Evento del 17 ottobre 2021-Codice CUP: H19E19001280001- Codice CIG: Z4C334A3F4

CONTRACT

Between

Molise Cultura Foundation with registered office via Milano 15, 86100, Campobasso (CB), VAT number: 01720470705, Tax Code: 92060690705, in the person of the legal representative Antonella Presutti, (hereinafter referred to as the Foundation)

And

Syed Ahmad Shash Sadaat- born in Jalalabad on 03/01/1971 residing in Eisenbahnstrasse 116 Via Leipzig n. Germany ZIP code 04315 - Tax code / VAT number 090301710127 hereinafter referred to as Performer)

Given that:

- the Molise Regional Council with its own resolution no. 76 of 11 March 2019 approved the project "A Pact for the Promotion of Culture - Edition 2019-2021", referred to in the aforementioned project proposal, with the implementing body of the Molise Culture Foundation, as part of the "Molise that enchants - Actions for the promotion, marketing, self-narration and communication of the Molise culture and tourism system "of the Line of Intervention" Integrated Program for the development and promotion of tourism "- Thematic area" Tourism, Culture and Valorisation of Natural Resources";
- the Molise Regional Council with its own resolution no. 76 of 11 March 2019 has consequently activated, for the three-year period 2019-2021, resources of the FSC 2014-2020, equal to a total of € 910,000.00, of the "Molise that enchants- Promotion, marketing, self-narration and communication actions of the Molise culture and tourism system "of the Line of intervention" Integrated Program for the development and promotion of tourism "- Thematic Area Tourism Culture and Natural Resources Enhancement of the Molise Region Development Pact, for the financing of the initiative" A Pact for the Promotion of Culture - 2019-2021 Edition ", with the implementing body of the Molise Culture Foundation;
- the project "A Pact for the Promotion of Culture - 2019-2021 Edition" is divided into the following four Actions:
 - Poietika edizioni 2019 -2020 – 2021;
 - Mostre d'arte 2019 -2020 – 2021;
 - Comunica – Immagini 2020-2021;
 - Molise Flash – Il Racconto;
- the Board of Directors of the Foundation as part of the Poietika Action, in the session of 19/3/2019, in taking note of the D.G.R. n. 76/2019 and the related funding granted, approved the programming and the related allocation of all the events to be carried out in the editions for the years 2020/2021;

- that due to the COVID - 19 health emergency, some activities have been remodeled both in the time frame and in the relative economic framework;
- that the Board of Directors of the Molise Culture Foundation, which met on 28 June 2021, took note of the rescheduling of the appointments, approving the executive project of the Poietika 2021 event and the related calendar of events to be carried out, simultaneously establishing the costs to be charged to the framework economic of the Action itself, compatibly with the evolution of the health situation determined by Covid-19;
- as part of the "Poietika 2021" event, scheduled from 13 to 17 October 2021, the performance of Syed Ahmad Shash Sadaat is scheduled on 17 October at 18:00 at the Auditorium of the GIL Palace in Campobasso;

The parties agree as follows:

1. The premises are an integral and substantial part of this contract

2. Object of the contract.

The Foundation intends to entrust the writer Syed Ahmad Shash Sadaat with the task of carrying out the event envisaged within the executive project of the Poietika 2021 Action referred to in the D.G.R. n. 76/2019 and in particular the realization of the event / debate "Afghanistan, Land of the Border" on 17 October at 18:00 at the Auditorium of the GIL Building in Campobasso;

3. Duration

This agreement lasts from its signing and until the end of the activities listed in the previous art. 2;

4. Activities and obligations of the Performer

The Performer, who declares to be free from any commitment similar to that of this contract, undertakes to:

- lend one's artistic and professional work to the Foundation;
- lend their work to carry out the event decided by the Foundation in the contractual period according to art. 2;
- comply with the directives agreed with the Foundation for everything concerning the performance of the rehearsals and the event (location, times, volume of instruments, stage regulations, etc.)

5. Activities and Obligations of the Foundation

The Foundation, for the activities specified above, will pay Syed Ahmad Shash Sadaat the sum of € 1.500.00 (one thousand five hundred euro/ 00) all-inclusive, plus travel and hospitality in Campobasso from 16 October to 17 October 2021. This amount will be paid in the following ways, upon presentation of a regular tax title containing the words:

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€ 1.500,00 all-inclusive within 30 days from the end of the events in question, and in any case pending the transfer by the Molise Region of the financial resources provided for by the D.G.R. n. 76/2019

6. Failure to carry out / suspend the event

If the event could not take place due to bad weather or serious causes of force majeure (including calamities, earthquakes, illness, security reasons due to subsequent anti Covid-19 provisions, positiveness ascertained even only by an artist or technician involved in the event, in the event that the date of the event referred to in the previous art. 1 falls within the quarantine period or fiduciary isolation to which the artists and technicians will be subjected as "close contacts" of the positive case, etc.) with notice of up to three days prior to the date of the event, with written communication, the Foundation must pay nothing to the Performer, without prejudice to the obligation to set an alternative date immediately and in writing within the following 12 months, to be agreed with the Performer.

If the Performer is already present on site or traveling to the place of the event, the Foundation will have to pay the reimbursement of the transfer costs to the Performer.

If the failure to carry out the event is due to causes of force majeure or in any case attributable to the responsibility of one of the parties, without the possibility of it being repeated, the Foundation is not obliged to pay anything to the Performer.

7. Anti Covid-19 measures

The Foundation 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 performances open to the public, including the provisions dictated for the containment of the diffusion of contagion from Covid-19, with the aim of ensuring the health and safety of artists, operators and the public.

The Performer is required to comply with current legislation in compliance with the anti Covid-19 provisions in force at the time of the event.

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, on the other hand, at the date of the event, different and more restrictive measures than those currently in force should be applicable to the case in question, the Foundation and the Performer 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 Performer and / or the Foundation deem the event covered by this agreement no longer feasible from a technical and / or economic point of view, this contract it may be resolved by mutual consent, due to force majeure, without charge for the Parties, by means of a communication by certified e-mail with ten days' notice.

8. Entrance tickets

The Foundation reserves the right to establish an entrance ticket for the event.

9. Changes

Any changes to this agreement may only be made in writing and upon signing by the Parties.

10. Jurisdiction

For any dispute that may arise, the parties recognize the jurisdiction of the Court of Campobasso.

11. Organization, Management and Control Model

The Performer acknowledges the adoption by the Foundation of the Organization, Management and Control Model (available on <https://www.fondazionecultura.eu/amministrazione-trasparente/>), explaining its relevance, in the sense of believing that the failure to comply with the provisions of the MOGC can be understood as a serious breach of contractual obligations.

12. Referral rules

This agreement is governed by Italian law.

The Parties mutually acknowledge that all the clauses of this agreement, individually between them, and that therefore Articles 1341 and 1342 of the Italian Civil Code

For anything not expressly provided for in this agreement, reference is made to the provisions of the civil code and the legislation in force on the subject.

13. Traceability of financial flows

Each of the parties assumes the obligations of traceability of financial flows pursuant to art. 3 of Law 136/10. Therefore, all payments will be made exclusively through the bank or postal transfer tool. The parties also declare that the postal or bank current accounts operate in compliance with this Law and undertake to provide upon simple request the name, surname and tax code of the persons delegated to operate on the same account.

14. Confidentiality and Privacy Policy

Pursuant to art. 13 and 14 of the GDPR 2016/679 - European Data Protection Regulation, the Performer declares to have received the extended information on the processing of their personal data with regard to all processing operations related to this contract. In relation to the processing of personal data in execution of this agreement, the Molise Cultura Foundation is designated as an external data processor pursuant to and for the purposes of art. 28 of the GDPR 2016/679.

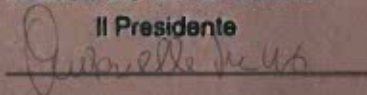
All data and information that the Performer and the Molise Culture Foundation will come into possession of in carrying out the assignment referred to in this contract must be considered confidential and their disclosure is strictly prohibited, without prejudice to the obligations of publication and transparency referred to to the law L. n. 190/2012, Legislative Decree no. 33/2013 and Legislative Decree no. 57/2016 and subsequent amendments

Read, approved and signed in duplicate in custody of the two Parties.

Campobasso, Il 05 OTT. 2021

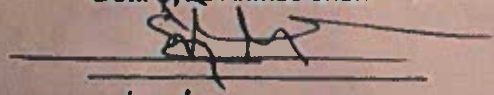
Fondazione Molise Cultura

Il Presidente



The Performer

Dott. Syed Ahmad Shah



01/10/2021