

DELIBERAZIONI DI GIUNTA REGIONALE N. 24 DEL 31 GENNAIO 2022 E N. 130 DEL 28 APRILE 2022.
PROGETTO "CULTURA 2022"- Manifestazione "Poietika 2022"- Evento del 01 ottobre 2022, Cécile Bidault -
CODICE CUP H19I22000290008 - CODICE CIG: ZD33791CE2-

CONTRACT

Between

Fondazione Molise Cultura 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 Organizer)

And

Cécile Bidault residing at 15 rue du Presbytère 77000 Melun, France- Fiscal Code 3019768742445 VAT Number: FR06813126166 (hereinafter referred to as Performer)

Given that:

- the Molise Regional Council with its resolution no. 24 of 31 January 2022 approved the proposal to reprogram the resources of the FSC without legally binding obligations, referred to the ordinary section of the Development and Cohesion Plan of the Molise Region;
- in the above-mentioned resolution of the regional council, the Molise Culture Foundation has been assigned to interventions in the Thematic Area 06 - CULTURE, sector of intervention 06.02 - CULTURAL ACTIVITIES for the realization of "Interventions for the promotion of culture, art and entertainment to be carried out through the Fondazione Molise Cultura" with an amount allocated to the FSC of € 491,000.00;
- The Regional Council of Molise with its Resolution No. 130 of 28 April 2022 approved the file on the project "CULTURE 2022" CUP: H19I22000290008, the total cost of € 600,000.00, which activates resources of the FSC of € 491,000,00 as part of the Thematic Area 06 - CULTURE, sector of intervention 06.02 - CULTURAL ACTIVITIES of the PSC Molise, with the implementing subject the Fondazione Molise Cultura;
- the new projects/operations to be financed must achieve the legally binding obligation by 31/12/2022;

WHEREAS:

- the project "CULTURE 2022" is divided into a series of events, among which there are also, but not limited to: SONIKA POIETIKA 2022, POIETIKA 2022, THEATER REVIEWS, etc. ;

VERIFIED that for the realization of all the activities previewed from the plan "CULTURE 2022" they will have obligatorily to assume legally binding engagements no later than 31 December 2022, and that, in the waiting of the stipulation of the provision of Concession between the parts, the Fondazione Molise Cultura

intends to identify the suppliers of goods and services for the implementation of the project in question in order to avoid the loss of the allocated resources;

RECALL the note of Prot. n. 68/22 of 21/02/2022 with which the President of the Fondazione Molise Cultura appoints the Coordinator Sandro Arco as Sole Responsible for the Procedure of the Project "CULTURE 2022";

STATE

- that the C.D.A of the Foundation within the Project "Culture 2022", in the session of 08/07/2022, in taking note of the D.G.R. n. 24/2022 and n. 130/2022 and the related funding granted, has approved the planning and the relative appropriation of all the events to realize, establishing at the same time the costs to charge on the economic picture of the same Plan, compatibly with the evolution of the sanitary situation determined from the Covid-19;
- that within the project "Culture 2022" referred to in DGR n. 24/2022 and n. 130/2022 are planned a series of events and reviews, including the Festival "Poietika 2022" to be held between 28 September and 02 October 2022;


SEEN

- the note of Prot. n. 628/22 of 29/08/2022 and its annexes, signed by President of the Fondazione Molise Cultura;
- the Determination of the Coordinator of the Fondazione Molise Cultura n. 384 of 07/09/2022, which states that a meeting with illustrator Cécile Bidault is scheduled for the "Poietika 2022" event in Campobasso on 01 October 2022;

The parties agree as follows:

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

2. Object of the contract.

The Organizer intends to entrust Cécile Bidault with the task of carrying out the event planned as part of Festival "Poietika 2022" of the project "Culture 2022" referred to in DGR n. 24 and n. 130/2022, with the participation of illustrator Cécile Bidault, French author and illustrator on 01 October 2022 at the Auditorium of the Liceo Classico 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 professional work to the Organizer;
- lend their work to carry out the event decided by the Organizer in the contractual period according to art. 2;
- comply with the directives agreed with the Organizer for everything concerning the performance of the event (location, times, etc.);
- provide care and flight expenses;

5. Activities and Obligations of the Organizer:

The Organizer undertakes to:

- Guarantee the use of the spaces for the realization of the event;
- Ensure its direct contribution to the organization of event through its staff;
- Take charge of any copyright, reproduction and exhibition rights related to the activities of the project;
- Take care of graphics and communication costs;
- Take care of the costs of hospitality in Campobasso and technical equipment;

The Organizer, for the activities specified above, will pay Cécile Bidault the sum of € 1.000.00 (one thousand/00 euro) all-inclusive, plus round trip Rome-Campobasso with driver, food and accommodation for the Performer in Campobasso.

This amount will be paid in the following ways, upon presentation of a regular tax title containing the words:

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- a deposit of 30% at the signing contract and balance at 30 days invoice date, at the end of the event 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. 24 and n. 130/2022.

6. Failure to carry out / suspend the event

If the event could not take place due to serious causes of force majeure (including calamities, earthquakes, illness, security reasons due to subsequent anti Covid-19 provisions, etc.), the Organizer 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 Organizer will have to pay the reimbursement of the travel costs to the Performer, including tickets already purchased and non-refundable to reach the venue of the event.

If the failure to carry out the event 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 it being repeated, the Organizer is not obliged to pay anything to the Performer.

7. Anti Covid-19 measures

The Organizer 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 performer, 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 Organizer 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 Organizer 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 Fondazione Molise Cultura 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 Fondazione Molise Cultura will come into possession of in carrying out the assignment referred to in this contract must be considered confidential

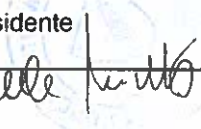
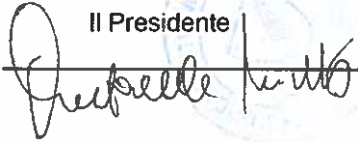


and their disclosure is strictly prohibited, without prejudice to the obligations of publication and transparency referred to to the law L. n. 190/2012, Legislative Decree no. 33/2013 and Legislative Decree no. 57/2016 and subsequent amendments.

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

Campobasso, li 14 settembre 2022

The Organizer
Fondazione Molise Cultura
Il Presidente



The Performer
Cécile Bidault

