



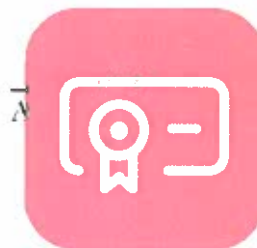
**DELIBERAZIONI DI GIUNTA REGIONALE N. 24 DEL 31 GENNAIO 2022 E N. 130 DEL 28 APRILE 2022. PROGETTO "CULTURA 2022"- Manifestazione "Poietika 2022"-
Evento del 30 settembre 2022- CODICE CUP H19I22000290008 CODICE
CIG:Z3C37B2FCC**

Event ID:	MSBLISC093022
Agreement Overview	Date: September 15th, 2022
Speaker:	Linda Scott
Fee:	\$13,000 USD flat fee
Event:	Poietika Art Festival 2022- seventh edition
Sponsor/Address:	Fondazione Molise Cultura- Via Milano 15-86100 Campobasso-Molise Italy
Event Date:	Friday, September 30th, 2022
Venue:	Auditorium Palazzo Gil Via Milano 15-86100 Campobasso- Molise Italy
Payment:	To secure this event, please submit the full fee with the signed contract.
Travel & Accommodations:	Flat fee inclusive of travel and expenses. Transfers from/to airport and hotel/venue/hotel and the hospitality are charged to the Fondazione Molise Cultura (in Campobasso for 2 days for 2 people)
Topic:	The Double X Economy
Proposed Itinerary: <i>*any schedule changes are subject to Speaker's approval</i>	September 30th, 2022 6:30 PM: 1 hour dialogue with the Italian journalist. 7:30 PM: 15-20 minute book signing
Estimated attendees:	200-250 people expected to attend.
Books (Supplier & Quantity):	Campobasso bookseller to act as onsite bookseller.
Recording:	Yes, for internal use only. Recording should be password protected and available for 30 days only.
Technical Requirements:	Microphone options, podium, PowerPoint capabilities
Event Contact:	Sandro Arco, coordinamento@fondazionecultura.eu, Ilaria Trivisonno, amministrazione@fondazionecultura.eu

To confirm this contract, please sign and return a copy of this Agreement and send the full speaking fee. A fully executed copy will be returned to you for your files. The contract is subject to the Standard Terms and Conditions set forth on the following pages which are part of this contract. The representative of Sponsor/Client warrants that she or he is a duly authorized representative of Sponsor/Client.

Scottie Bowditch, Vice President

FIRMA DIGITALE



Antonella Presutti

23.09.2022

resident

09:31:11

GMT+00:00

Macmillan Speakers Bureau

Fondazione Molise Cultura

Date

Date



STANDARD TERMS & CONDITIONS

1. **Parties:** This contract, when signed by you ("Fondazione Molise Cultura," or "you") and by us, will constitute an agreement between you and Holtzbrinck Publishers, LLC d/b/a Macmillan ("Macmillan," "we" or "us"), acting as representative for the Speaker, with respect to the engagement of Speaker to perform the services outlined below in accordance with the following terms and conditions.

2. **Travel and Expenses:** Client will not reimburse Macmillan for any travel expenses incurred in association to the engagement.

3. **Fee for Services:** The full fee is due upon returning the signed agreement. This amount is non-refundable should the Presentation be cancelled for any reason, except as expressly set forth in paragraph 8 below. If the Presentation is rescheduled for any reason, the deposit amount will be applied to the rescheduled in-person or virtual Presentation. The remainder of the services fee is due 30 days before completion of the Presentation. Client will send the deposit amount, the stipend, and the remainder of the service fee directly to Macmillan. Payment may be made in the form of a check or wire transfer.

Checks should be made payable to Macmillan Holdings, LLC (Tax ID Code: 13-4047598) and sent to the following address:

Macmillan Holdings LLC DBA Macmillan Speakers Bureau
Attention: 10306333
DEPT CH 17571
Palatine, IL 60055-7571

****Please include the reference code MSBLISC093022 in the payment description.**

Wire transfers should be made payable to the following:

Macmillan Holdings, LLC, HSBC Bank USA, N.A.
452 Fifth Avenue, New York, NY 10018
Bank Account Number: 889024863
SWIFT code (SWIFT BIC): MRMDUS33XXX (International Wires)
Routing Number: 022000020 (ACH and checks)
ABA Number: 021001088 (Wires)

4. Taxes and Compliance Fees: Client agrees to pay any and all federal, state, and local taxes (other than income taxes), and all rental, amusement, sales, permits or other such taxes and fees to obtain all necessary licenses in connection with hosting the event pursuant to this Contract.

5. Advertising: Client will have the right to use Speaker's name, any approved image and/or likeness of Speaker, and any approved information pertaining to the Speaker solely to promote and advertise the Presentation.

6. Recording: Client will use reasonable commercial efforts to prevent individuals from recording and/or broadcasting or transmitting any visual or audio portion of the Presentation. Speaker [may] give permission to Client to record the audio and/or video of the Presentation. In the event that Client makes or arranges for the audio and/or video recording of the Presentation, Client will provide [both Speaker and Macmillan] with a [digital] copy of the same within 30 days of the Presentation. Client hereby assigns to Macmillan the entire copyright in the United States and throughout the world, as well as all moral rights, for the full terms thereof (including, but not limited to, all renewals, extensions, reversions and continuations thereof) in any audio and/or video recording of the Presentation made or arranged by Client. If Client arranges for third parties who are not employees of Client to record the Presentation, Client will obtain from such third parties, prior to the recording of the Presentation, a full written assignment by which all such rights will vest in Macmillan in perpetuity. Client may make the following uses of any such recording: promotion. Client may not otherwise sell, distribute, reproduce, display, disseminate or exploit the recording without Macmillan's prior written consent and an agreement between the parties as to the terms thereof. If Client has been authorized to sell, distribute, reproduce, display, disseminate or exploit any such recording and Macmillan (a) becomes aware of a claim that the recording or a portion thereof violates any legal right of any person or entity, (b) concludes in good faith that Client's continued use of the recording or any portion thereof poses a material risk of legal action or liability, (c) or Macmillan and/or the Speaker cease to have the right to authorize Client's use(s) of the recording, then Macmillan may by written notice to Client require Client to temporarily or permanently stop further sale, distribution, reproduction, display, dissemination or exploitation of the recording or any portion thereof. Client will cease all sale, distribution, reproduction, display, dissemination or exploitation within two business days of such notice and will not resume until authorized by written notice from Macmillan to Client.

7. Sale of Publications: Client may distribute, sell, or arrange for the sale of copies of Speaker's publications in conjunction with the Presentation, and furnish appropriate facilities for the display and sale of such publications in the vicinity of the Presentation.

8. Force Majeure: In the event that the Presentation is cancelled or prevented as a result of wars, civil riots, terrorism, strikes, fires, acts of God, accident or illness to Speaker or a member of Speaker's family, or other circumstances beyond the parties' reasonable control, then the operation of this Agreement shall be suspended until the Presentation can reasonably be rescheduled and neither party will have liability to the other party arising from such suspension. Alternatively, in the event of any circumstance described above, either party may terminate this Agreement without liability to the other party. If either party terminates this Agreement pursuant to the terms of this paragraph 8, Macmillan will refund the Client the deposit amount within 30 days of such termination.

9. Client Cancellation and Breach: Should Client cancel the speaker's performance 30 days or less Prior to the event, 50% of the fee shall be forfeited and immediately due if not previously paid to Macmillan. In the event of any such cancellation, all travel expenses and costs incurred by Macmillan or the Speaker shall be immediately due and payable by Client to Macmillan, if sustained, documentable and non-refundable. Should Macmillan or the Speaker cancel the speaker's performance 30 days or less Prior to the event, 50% of the fee previously paid shall be returned to the Client.

10. Miscellaneous:

a. This Agreement creates an independent contractor relationship; it does not create, and shall not be construed as creating, any partnership, agency or joint venture between the parties.

b. This Agreement constitutes the entire agreement between Client and Macmillan concerning its subject matter. This Agreement cannot be cancelled, amended or modified, nor may any of its provisions be waived, except by a writing signed by the party against whom such cancellation, amendment, modification or waiver is to be enforced.

c. Neither party will be liable to the other for incidental, special, or consequential damages, including lost profits or lost business suffered by the other party, even if it has previously been advised of the possibility of such damages; and neither party's liability hereunder will exceed the twice the total speaker's fee set forth in paragraph 3 above.

d. The parties each hereby waive trial by jury in any action or proceeding between them arising out of or related to this Agreement or any alleged breach thereof. This Agreement, and the rights and liabilities of the parties with respect to this Agreement and its subject matter, shall be governed by the laws of the State of New York, without reference to the principles of conflicts of law thereof.