



ANNEX D SPONSORSHIP AGREEMENT

BETWEEN

The Italian Cultural Institute in London (hereinafter referred to as the “Institute” or the “Sponsee”)
– of the one part –

AND

_____, (company name), with registered office at _____
_____, (address), tax identification number _____
_____, represented by its legal representative _____
(name and surname) (hereinafter referred to as the “Sponsor”) – of the other part –

hereinafter individually referred to as a “Party” and jointly as the “Parties.”

WHEREAS

(a) By public notice no. 582 dated 8 October 2025 (“Notice”), the Institute initiated the collection of expressions of interest from potential sponsors willing to contribute to the exhibition project “*Fosco Maraini – Photographs of a Citlulvit*” (January–March 2026);

(b) In response to the Notice, the Sponsor expressed its willingness to participate with a financial contribution of _____ (amount and currency), or through the supply of goods or services of equivalent value _____ (amount and currency), thereby qualifying as _____ (sponsorship category);

(c) The Institute positively assessed the Sponsor’s proposal, deeming it original and consistent with the purposes indicated in the Notice;

(d) The Sponsor has declared that there are no circumstances restricting its legal or contractual capacity under current legislation.

NOW, THEREFORE, THE PARTIES AGREE AND STIPULATE AS FOLLOWS:

Article 1 – Preamble and Annexes

The preamble and annexes form an integral and substantial part of this Agreement.

Article 2 – Object of the Agreement

2.1 This Agreement concerns the collaboration, in the form of financial or technical sponsorship, between the Institute and the Sponsor for the implementation of the exhibition project “*Fosco Maraini – Photographs of a Citlulvit*” (January–March 2026).



2.2 The collaboration between the Institute and the Sponsor is non-exclusive. The Institute reserves the right to enter into other sponsorship agreements for the same purposes, including with entities engaged in similar or competing activities, or involving the promotion of goods or services of the same type as those produced or marketed by the Sponsor.

Article 3 – Duration of the Agreement

3.1 This Agreement becomes effective upon signature and shall remain in force until the fulfillment of all obligations herein. Any tacit renewal is excluded.

Article 4 – Obligations of the Sponsor

4.1 The Sponsor undertakes to provide the Institute, as sponsorship, with a financial contribution of _____ (amount and currency), by bank transfer to the account of the *Italian Cultural Institute*, held at **Lloyds Bank – Berkeley Square Branch – 14 Berkeley Square, London W1J 6AF**, IBAN **GB35 LOYD 3091 3700 4070 95**, BIC **LOYDGB21161** (Account No. 00407095; Sort Code 30-91-37), or to provide the following goods/services _____ (insert description), valued at _____ (amount and currency).

The performance shall be completed by _____ (insert completion deadline).

4.2 The Sponsor warrants that it possesses the technical and financial capacity necessary for performance of the obligations. The Sponsor also guarantees that all goods supplied comply with applicable health and safety regulations. The Institute shall be fully exempt from any liability for damages to persons or property arising from or related to the Sponsor's performance.

4.3 The Sponsor shall identify the logo to be used for sponsorship and provide the Institute with an accurate reproduction and a visual guide for its use.

4.4 Any promotional material produced by the Sponsor in connection with the sponsorship must be submitted to the Institute for prior approval. Such material must not include content that is pornographic, sexually explicit, offensive, or otherwise contrary to Italian law or public morals (including messages of fanaticism, racism, hatred, or intolerance). All shipping, transport, and display costs shall be borne entirely by the Sponsor.

4.5 In the case of goods supplied, the Sponsor shall bear all charges related to shipping, including customs duties and taxes applicable to import/export operations with non-EU countries.

Article 5 – Obligations of the Institute

5.1 The Institute recognizes the Sponsor as a _____ (insert category) and undertakes to ensure corresponding visibility and image recognition, as indicated in the Notice.

5.2 The Institute's obligations are subject to the actual performance by the Sponsor as provided in Article 4 above.



Article 6 – Traceability of Financial Transactions

6.1 By signing this Agreement, the Sponsor undertakes to comply with the financial traceability requirements set out in Law No. 136 of 13 August 2010.

6.2 Pursuant to the same Law, the unique project identification code (CIG) is as follows:
_____ (to be filled by the Institute).

Article 7 – Prohibition of Assignment

7.1 The Sponsor may not, in whole or in part, assign or transfer this Agreement, or any rights or obligations arising therefrom, to third parties without the Institute's prior written consent.

Article 8 – Termination and Withdrawal

8.1 The Institute may terminate this Agreement, after written notice to comply, in the event of:
a) failure by the Sponsor to perform its obligations under Article 4;
b) serious or repeated breach of other contractual obligations.

8.2 The Agreement shall be automatically terminated in the event of:
a) verification of the loss or absence of eligibility requirements referred to in Annex B of the Notice;
b) determination of a conflict of interest between the Institute's institutional activities and the Sponsor's business activities;
c) acts or conduct by the Sponsor deemed detrimental to the Institute's reputation;
d) violation of the financial traceability obligations set out in Article 6;
e) breach of the prohibition of assignment under Article 7.

8.3 The Institute reserves the right to withdraw from this Agreement at any time, for reasons of foreign policy, without conditions, limitations, or penalties.

8.4 In the cases referred to in Articles 8.2 and 8.3, the Sponsor shall be entitled to the return of any contributions already paid and of any goods supplied but not yet used, with no further claim over items already utilized.

Article 9 – General Provisions

9.1 Any amendment to this Agreement shall be made in writing and signed by both Parties.

9.2 Should one or more provisions of this Agreement be deemed invalid or ineffective, the remaining provisions shall remain in force, unless the invalid clauses are deemed essential to the Agreement.

Article 10 – Public Disclosure

The Sponsor authorizes the Italian Cultural Institute in London to publish information regarding this Agreement on its official website.



Article 11 – Privacy

The Institute guarantees the protection of personal data provided by the Sponsor in accordance with Italian legislation on the protection of natural persons with regard to the processing of personal data, as set out in Annex C. By signing the privacy notice, the Sponsor consents to the processing of its personal data by the Institute.

Both the Institute and the Sponsor are responsible for any breach of the obligations imposed by applicable data protection laws. The Sponsor shall comply with all relevant legislative and regulatory provisions in the performance of this Agreement.

Article 12 – Governing Law and Jurisdiction

12.1 This Agreement shall be governed by and interpreted in accordance with Italian law, insofar as compatible with local regulations.

12.2 Any dispute arising between the Parties concerning the formation, interpretation, performance, or termination of this Agreement shall fall under the jurisdiction of the Courts of the United Kingdom.

SIGNED AND AGREED

London, _____

For the Sponsor

The Director

Francesco Bongarrà