



*Ambasciata d'Italia  
Bangkok*

**SPONSORSHIP CONTRACT**

**BETWEEN**

[The Company] ....., [address] ....., Thailand  
Tax code: ....., represented by its legal  
representative..... (hereinafter referred to as the  
“Sponsor”);

**AND**

**The Embassy of Italy in Bangkok**, 40th floor CRC Tower, All Seasons Place,  
87 Wireless Road, Lumpini, Phatumwan, Bangkok 10330/P.IVA MAE Rome  
80213330584, represented in this contract by the Ambassador Francesco Saverio Nisio  
(hereinafter referred to as the “Embassy”)

**CONSIDERING THAT**

- the Embassy directly manages and is wholly responsible for the organisation of the **Italian Festival in Thailand 2018, Special Edition for the 150 anniversary of bilateral relations between Italy and Thailand**;
- the Embassy, in accordance with art. 19 of D. Lgs. 50/2016, has undertaken a selection procedure of potential sponsors by written invitation letter and through the publication of an open ad on its website for the presentation of potential offers;
- in keeping with art. 80 of D. Lgs. 50/2016 and art. 57 of the EU Directive 24/2014, the Sponsor possesses the necessary legal requirements and that, in the interest of its own promotional objectives, both direct and indirect, wishes to undertake a collaboration with the Embassy as regards its logo, products, services and commercial image;
- the Sponsor is willing to contribute a sum of up to .....** to the aforementioned event, to be deposited into the Embassy’s general account, in order to cover some of the running and organizational costs involved;
- that the Sponsor, at the signing of this contract, agrees to the content being in line with company rules and regulations and all internal company approvals have already been obtained;
- that the Sponsor is aware of the non-exclusive nature of this sponsorship as the Embassy is free to seek out similar collaborations with other companies;
- the Parties involved therefore intend to draw up a sponsorship contract.

**AND ON THE BASIS OF THE ABOVE CONDITONS**

the Parties agree to and stipulate the following:

## **1. OBJECTIVES**

With this contract, the premise to which is an integral part, the Embassy, considering the service rendered by the Sponsor, commits to cooperating with the same in the direct and indirect placement of the Sponsor's brand, products, services and image in accordance with the methods outlined below.

The clauses contained in this contract constitute the entire agreement between the Parties and supersede any prior verbal or written agreements between the Parties.

No amendment can be made to this contract without prior written consent between the Parties.

This contract does not establish any kind of commercial relationship or enterprise, either by proxy or representation, between the Parties and no commitment of any kind can be made by one on behalf of the other.

## **2. SUBJECT OF THE CONTRACT**

The Embassy gives the Company the qualification of "regular sponsor/main sponsor", within the sphere of its own activities, during the events it directly organises within the Italian Festival in Thailand 2018, for which it is entirely responsible as regards to planning, timetabling, organising and executing.

Any other activities in relation to the performance of public functions, and for which a sponsorship relationship is strictly forbidden, are to be excluded.

All decisions related to the above event are to be exclusively taken by the Embassy in an independent manner without the involvement of the Sponsor.

## **3. EMBASSY OBLIGATIONS**

The Embassy commits to:

- featuring the Sponsor's logo, to be displayed on banners, invitations, brochures and posters, with the wording to be agreed on between Parties and supplied by the Sponsor;
- clearly displaying the Company's brand/logo, with size specifications defined by the Embassy, for each key promotional initiative, including social network pages (such as Facebook) and on printed materials (invitations, posters), as employed by the Embassy during the contractual period in relation to the Italian Festival in Thailand 2018, Special Edition for the 150 anniversary of bilateral relations between Italy and Thailand;
- allowing the Sponsor space at the above event for a brief presentation of its activities with the possibility of distribution of Company materials among the attending audience, including the placement of promotional stands of the Company's products and services;
- the organisation of other initiatives, by mutual agreement with the Sponsor, with the presence of Embassy representatives at such events, in keeping with organisational requirements;
- insert the logo on promotional material for one specific cultural event to be decided together with the sponsor;
- mention the name of the company or brand during the presentation of that specific event, reserve VIP tickets and arrange for flowers to artists by sponsor management with photo opportunity at the end;
- discuss any other promotional activity organized directly by the Sponsor at its expenses on the day and at the venue of the specific event;
- lawfully carrying out the event, in accordance with what was agreed;
- undertaking publicity for the Sponsor's name, logo and brand image, in accordance with the conditions set out above.

#### **4. SPONSOR OBLIGATIONS**

The Sponsor agrees to:

- a) refrain from in any way influencing, either directly or indirectly, the content, planning or execution of the cultural activity it is sponsoring;
- b) commit to providing financial support for the sponsorship in accordance with the agreements undertaken.

#### **5. PAYMENT**

The Sponsor agrees to pay the sum of .....

The Embassy agrees to issue a receipt once it has received the agreed amount.

#### **6. DURATION OF THE CONTRACT**

The current contract is valid from the moment of its signing to the completion of the event with there being no possibility whatsoever of an automatic renewal of said contract.

#### **7. DISSOLUTION AND TERMINATION OF THE CONTRACT**

A total or partial non-compliance of its contractual obligations and commitments either by the Sponsor or by the Embassy will be considered a breach of contract, resulting in the termination of the current contract, to the exclusion of any damage compensation incurred in accordance with the Civil Code.

The current contract will be terminated for violation of law with immediate effect, even in case the above-mentioned event were not to take place due to intervening regulations, orders and/or special conditions.

Furthermore the Embassy reserves the right to rescind from the current contract if, from sponsorship of the event:

- a) it maintains there could be a conflict of interest between public and private activities;
- b) it deems the Company's advertisement content could in any way work against or be damaging to the Embassy's own image and/or initiatives;
- c) it considers that the Company's social and public objectives are not in keeping with Embassy rules and regulations.

#### **8. RESPONSIBILITIES**

The signing of the contract excludes any commercial enterprise, association, partnership, profit sharing or co-responsibility between the Embassy and the Sponsor, in that neither Party shall ever be held liable for obligations pertaining to the other.

Read, approved and signed

Bangkok,

**Embassy of Italy in Bangkok**  
**Ambassador Francesco Saverio Nisio**

**The Sponsor**