

This document is to be considered a draft provided solely for preliminary consultation. The prospective sponsor must not include the signed contract among the documents to be submitted and should instead await the Embassy's positive evaluation of the proposed sponsorship, after which the final contract will be sent for countersignature.



## **CONTRACT FOR TECHNICAL SPONSORSHIP N.**

The Embassy of Italy in Valletta, headquartered in Floriana, 5 Vilhena Street (hereinafter also "Embassy" or "Sponsee") - on the one hand –

AND \_\_\_\_\_ (company name), headquartered at  
\_\_\_\_\_ (address), CF/TRN  
\_\_\_\_\_ (tax ID) represented by \_\_\_\_\_ (first  
and last name) (hereinafter also "Sponsor")

- on the other hand – referred to individually as the "Party" or jointly as the "Parties"

### **WHEREAS**

- (a) by public notice ref. no. 937 dated 9<sup>th</sup> February 2026 ("Notice"), the Embassy ordered the initiation of a procedure for the identification of sponsors interested in participating in the organization of the National Day with financial contributions or through the provision of goods or services;
- (b) in response to the Notice, the Sponsor expressed its interest in contributing to the organization of the Event through the provision of goods (or the provision of services) with a value corresponding to \_\_\_\_\_ (amount), qualifying as \_\_\_\_\_ (sponsor category);
- (c) the Embassy, having positively evaluated the Sponsor's expression of interest, proposed the Sponsor to enter into this sponsorship agreement in order to regulate mutual relations;

In light of the above, the Parties

### **AGREE AND STIPULATE AS FOLLOWS**

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#### **Art. 1 - Recitals and annexes**

1.1 Recitals and annexes form an integral and substantial part of the contract.



## **Art. 2 - Subject-matter of the contract**

2.1 The subject-matter of the contract is the collaboration, in the form of technical sponsorship, between the Embassy and the Sponsor in order to support the celebration of the National Day organized by the Embassy.

2.2 The collaboration between the Embassy and the Sponsor is of non-exclusive nature. The Embassy reserves the right to enter into other sponsorship contracts for the organization of the Event, even with entities engaged in similar or otherwise competing activities or involving the advertising of goods or services of the same kind as those produced and marketed by Sponsor.

## **Art. 3 - Term**

3.1 The contract refers to the realization of the Event and takes effect from the moment of its signing. The contract will expire on 30<sup>th</sup> June 2026 and in any case upon the fulfillment of the obligations contained herein, any tacit renewal being excluded.

## **Art. 4 - Obligations of the Sponsor**

4.1 The Sponsor undertakes to provide the Embassy, by way of sponsorship, \_\_\_\_\_ (insert description of goods/services provided), with an economic value of EUR \_\_\_\_\_. The service must be completed by \_\_\_\_\_ (insert deadline for completion).

4.2 The Sponsor warrants that it has the technical and economic/financial capacity requirements necessary to perform the service. The Sponsor also assures that such the goods and/or services covered by the performance comply with applicable health and safety regulations, where applicable. The Embassy is released, without exception or reservation, from any form of liability for damages that may arise to persons or property as a result or in dependence of the Sponsor's performance.

4.3 In case it has not already done so, the Sponsor undertakes to identify the logo with which it intends to proceed with the sponsorship, making available to the Embassy the exact and faithful reproduction of the same as well as a graphic illustration of its terms of use.

4.4 The Sponsor is also required to submit in advance for the Embassy's review the promotional material that will be displayed or otherwise made available at the Event, if any. The cost of shipping, transporting and/or setting up such materials shall be borne entirely by the Sponsor. The Sponsor releases the Embassy from any and all liability with respect to: (a) theft of the displayed material by third parties; (b) damage caused by third parties to the displayed material; (b) injury or damage caused to third parties by the displayed promotional material.

## **Art. 5 - Obligations of the Embassy**

5.1 The Embassy recognizes the Sponsor as \_\_\_\_\_ (insert the qualification chosen) and undertakes to make sure that it receives the corresponding return in terms of image and visibility, in accordance with the provisions of the Notice.

5.2 It is understood that the Embassy's obligations are subject to the actual performance of the service or supply pursuant to Article 4 above.



#### **Art. 6 - Traceability of financial flows**

6.1 By signing this contract, the Sponsor assumes the obligations of traceability of financial flows under Law No. 136 of August 13<sup>th</sup>, 2010.

6.2 Pursuant to said Law No. 136 of August 13<sup>th</sup>, 2010, it is acknowledged that the contract identification code (CIG) is as follows: \_\_\_\_\_ (to be provided by the Embassy).

#### **Art. 7 - Assignment of the contract**

7.1 The Sponsor may not, in any capacity, transfer this contract to third parties, either in whole or in part, or assign to third parties the rights and obligations under it, without the prior and express written authorization of the Embassy.

#### **Art. 8 - Termination and withdrawal**

8.1 The contract may be terminated by the Embassy, upon written notice to perform:

- a) in case of failure of the Sponsor to perform the services referred to in Article 4 above;
- b) in case of serious and repeated defaults of the Sponsor to the other contractual provisions.

8.2 The contract shall be deemed to be terminated by law in the event of:

- a) finding that the Sponsor lacks or lost any of the requirements set forth in Annex B of the Notice;
- b) finding of a conflict of interest between the public activity of the Embassy and the business activity of the Sponsor;
- c) acts and/or facts of the Sponsor deemed detrimental to the image of the Embassy;
- d) violation of the traceability obligations set forth in Article 6 above;
- e) violation of the prohibition of contract assignment referred to in Article 7 above.

8.3 The Embassy reserves the right to terminate the contract at any time, without any conditions or limitations whatsoever:

- a) for reasons of foreign policy;
- b) when, due to adverse weather conditions, public order or other unforeseeable events, it becomes necessary to cancel the Event and it is not possible to postpone it to another date.

8.4 In the cases referred to in Articles 8.2 and 8.3, the Sponsor shall be entitled to the restitution of any goods already supplied and not yet used, without any further claim on any goods that may have already been used or services that may have already been rendered.

#### **Art. 9 - General provisions**

9.1 The Parties mutually agree that any amendment to the terms and conditions of this contract shall be in writing.

9.2 Should one or more clauses of this contract be invalid, void and/or ineffective in whole or in part, the contract shall remain valid and the invalid clauses shall be replaced with fully valid and effective.



**Art. 10 - Applicable law and jurisdiction**

10.1 This contract is governed by and shall be construed in accordance with Italian law, consistently with local regulations and situations.

10.2 For any dispute that may arise between the Parties regarding the formation, interpretation, execution and/or termination of this contract, jurisdiction shall be vested in the Italian Courts.

Valletta, \_\_\_\_\_ (date)

FOR THE EMBASSY

FOR THE SPONSOR

\_\_\_\_\_  
Valentina SETTA  
Ambassador

\_\_\_\_\_  
Name SURNAME  
(role)