



*Ministero dei Beni e delle Attività Culturali e del Turismo*

DIREZIONE GENERALE SPETTACOLO

Repertorio N° 62 del 6/3/2018

**AGREEMENT**

**BETWEEN**

Amman Contemporary Dance Festival / The National Centre for Culture and Arts, Ibn Haytham Street, Building 70 - Amman 11110 Jordan, hereinafter referred to as ACDF

**and**

Italian Ministry of Culture and Tourism - Directorate General for Performing Arts with Head Office in Rome, Piazza Santa Croce in Gerusalemme 9/A 00185, C.F. (fiscal code) 97804160584, represented by dr. Onofrio Cutaia as general director, hereinafter referred to as MIBACT-DGS;

**WHEREAS**

CONSIDERING that the year 2018 will be characterized by the project "Italy, culture, the Mediterranean Sea" which plans a cycle of initiatives in the area of North Africa and the Middle East and which intends to concentrate on the development of their respective cultural identities, while strengthening the cultural relations with the countries of this area,

CONSIDERING that MiBACT-DGS, within the framework of the year "Italy, Culture, the Mediterranean Sea", intends to promote in certain countries of the Mediterranean Sea the initiatives to raise awareness of the Italian creativity in the sector of performing arts, through partnerships with theatres, festivals and local institutions as well as with Italian Cultural Institutes,

CONSIDERING that the performances were chosen by the Artistic direction of the Festival among the companies financed by FUS (Italian Funds for Performing Arts),

CONSIDERING that the artistic creation is characterized by uniqueness, quality, artistic significance and originality of the proposal;

CONSIDERING that ACDF sent to MIBACT-DGS a request of collaboration in February the 2<sup>nd</sup> 2018 prot.n. 1418 in order to realize a focus on Italian dance companies within the 2018 Festival edition.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE ON WHAT FOLLOWS**

**1. SUBJECT MATTER**

ACDF in collaboration with MiBACT-DGS the following performances in the frame of Festival 2018:

*jet*



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**Bolero by Opus Ballet in April 13th 2018**

**Trigger by CAB 008 in April 19<sup>th</sup> 2018**

## **2. THE OBLIGATIONS OF ACDF**

The ACDF shall contribute into the accommodation, per diem, rehearsal venue, local transportation and publicity for all Italian companies, as indicated in the rooming lists agreed with the companies themselves.

The ACDF shall give its theatre spaces, free of charge in conditions suitable for regular operations and for technical and administrative purposes, guarantee the staff for the stage, the house, the box office as well as adequately equipped dressing rooms in the dates scheduled for the performances and stage setting.

The ACDF shall guarantee the compliance with the technical sheets, previously agreed between ACDF and the companies themselves.

The ACDF shall be covered by accident insurance - if the accident is caused by a member of ACDF – for all the members of all the 2 companies, including coverage of companies during performances and rehearsals.

## **3. MIBACT-DGS's OBLIGATIONS**

MIBACT-DGS shall stipulate the contracts as specified above, covering the costs of the fee for the performance and international travel costs.

## **4. RECEIPTS, BOX-OFFICE, TAX OBLIGATIONS AND COPYRIGHTS**

The ACDF shall be the owner of 100% of receipts from the performance, and shall fulfil any tax obligations and make the payment of copyrights and music rights connected to the receipts and other proceeds.

## **5. COMMUNICATION, PROMOTION AND ADVERTISEMENT**

The parties agree that all communication and promotional material shall bear MIBACT's logo as well as the festival one.

At the end of the initiative, the ACDF shall give MIBACT-GDS a copy of the documents produced for the promotion of the performance and shall also provide a copy of the press review concerning the performances they have hosted.



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**6. INTERRUPTION CAUSED BY ACTS OF GOD**

The suspension of the performance by an act of God suspends the contract, without prejudice to what is due for the part of the event already executed and as regards any board and accommodation expenses that are under the responsibility of the theatre, also for the part of the event that has been cancelled.

Both parties shall be under no liability for failure of the Company or the *ACDF* to perform what is stated in this agreement, in the event that such failure is caused by or due to acts or regulations of public authorities, labour difficulties, civil tumult, strike, lockout, failure or delays of scheduled transportation facilities, war, riot, or such acts of force majeure as earthquake, flood, fire, epidemic, hurricane or any other cause beyond the control of both the Company and the *ACDF*. It is understood and agreed that this Contract thereupon shall terminate and that there shall be no claim for damages by either party against the other, if all the 6 members of the Company cannot come.

In the event of any dispute arising between the parties of this Contract in respect of or in connection with the Contract (including the validity, breach or termination of it) the parties shall, without prejudice to any right or entitlement they may have pursuant to the Contract or otherwise, explore whether the dispute can be resolved by agreement between them using informal dispute techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted shall be agreed between the parties or as recommended by an independent person.

**7. PLACE OF JURISDICTION**

The parties state that they have carefully looked over the clauses of this contract, none excluded, which they approve, shall abide by and enforce. In the event that the dispute is not resolved by such agreement within fourteen (14) days of written notice by one party to the other of the dispute (or such other or further period agreed in writing by the parties) either party may refer the dispute to arbitration. Both parties agree that the competent forum shall be the Forum of Rome.

The parties read, approve and sign all pages in two copies on

Rome, .....

MIBACTA Direzione Generale Spettacolo

General Director  
dott. Onofrio Cutaja

Amman, 6 March 2018

Amman Contemporary Dance Festival  
The National Centre for Culture and Arts  
Director  
Rania Kamhawi