

Service Agreement

This Agreement is made on this 3rd day of May, 2018 by and between the Italian Cultural Institute, located at 3000 Whitehaven Street NW, Washington, DC 20008, represented by Emanuele Amendola, Director, hereinafter called "Institute" and Oro Catering, located at 10312 Southard Drive, Beltsville, MD 20705, represented by Pina Dubbio Felaco, Proprietor, hereinafter called "OC"

Whereas:

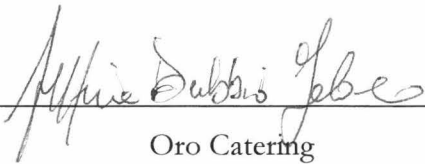
As part of the ongoing program of events commemorating the 150th anniversary of Rossini's death, the Istituto is presenting the event "150 Rossini: A Journey Through the Life and Works of Gioachino Rossini" (the Event), which will take place on May 9, 2018 at 6:00 pm, at the Chancery of the Embassy of Italy, located at 3000 Whitehaven Street NW, Washington, DC (the Premises), and accepts the proposal presented by OC on May 3, 2018 pertaining catering services (the Proposal), which shall constitute an integral part of this Agreement.

The two Parties to this Agreement, as represented above, agree to the following terms and conditions:


- 1) OC shall render catering service according to the Proposal.
- 2) The Institute shall correspond the gross sum of US\$ 1,275.00 (One Thousand Two Hundred Seventy Five US dollars and 0 cents) as payment for the services referenced in article 1 (the Fee). The Fee shall be paid by bank check payable to "Oro Catering" following the satisfactory completion of the services and upon receipt of an invoice.
- 3) OC commits to fulfill any and all tax obligations that may result from the payment of the Fee.
- 4) OC shall be responsible for the compliance with the codes and regulations currently in effect in the United States and the District of Columbia.
- 5) OC shall assume any and all liabilities related to accidents or damages to persons or property, whether of the Institute or of third parties, resulting from negligence that may occur during the performance of the above services mentioned in article 1.
- 6) The non execution of the service under this contract due to force majeure recognized by the laws and customs will not constitute breach of contract.
- 7) OC shall be excused from their obligations in the event of a cancellation of the Event due to proven legitimate condition or occurrence beyond the control of the Institute. In such case, the Institute shall give OC immediate notification of the cancellation of the event.
- 8) In case of any dispute arising from this Agreement, the Parties agree to reach an amicable solution.

- 9) This Agreement does not constitute an employment Agreement between the two Parties.
- 10) This Agreement cannot be automatically renewed.
- 11) The Institute preserve the rights to rescind this Agreement by simple written notification, with no obligation to pay the Fee in the following cases:
 - failure of OC to comply with the terms of this Agreement;
 - evident negligence of OC in the execution of the services.
- 12) OC gives consent to the processing of the information contained in this Agreement in accordance with the law on transparency in the Italian Public Administration (Legislative Decree 33/2013). OC gives consent to the processing of personal information, pursuant to Legislative Decree 196/2003, for the purposes related to the execution of this Agreement.
- 13) The Parties agree to the processing of personal information in compliance with the laws on the right to privacy.
- 14) This Agreement drafted in 2 (two) originals is signed by the parties.

Washington, DC, May 3, 2018



Oro Catering
Pina Dubbio Felaco, Co-proprietor



Italian Cultural Institute
Emanuele Amendola, Director