# ***Services agreement***

**Between**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** registered office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Tax Code & VAT number **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

which shall henceforth be referred to, for brevity, as the CUSTOMER

**and**

Mr./ Mrs./Ms./AGENCY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ VAT NUMBER/ TAX CODE \_\_\_\_\_\_\_\_\_\_\_\_\_\_

which shall henceforth be referred to, for brevity, as the PROVIDER

**whereas**

* The COSTUMER involved in this negotiation of behalf of the associated member, the company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, VAT NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_ which exercises the functions of production and both wholesale and retail sale of wine in Italy and abroad.
* That for such above activities the associated company member means to use the professional service of the Provider.

**it is agreed that:**

1. The Supplier undertakes to lend in favour of the Client, and according to his indications, its collaboration aimed at promoting company wines on the market \_\_\_\_\_\_\_\_\_\_\_\_\_ by following the types of expenditure listed in the “**OCM WINE PROMOTION YEAR 2021/2022”**

1. The Supplier will carry out the activities referred to in the previous point in conditions of autonomy and independence, with the freedom to choose the execution methods, without a subordination constraint towards the Customer and without obligation of time, except for the limits necessarily imposed by the need for coordination and by the types and periods of the events involved in the promotion, as well as in compliance with the rules imposed by public
2. bodies providing grants and inherent in the procedures for carrying out the works and reporting on the costs for their eligibility for contribution.
3. The supplier, in the performance of the mandate, has no power of representation of the Client except for those that were strictly necessary to carry out the activities indicated in point 1) and to achieve the promised results.
4. For the performance of its activity, the Supplier will receive a total compensation of **€ \_\_\_\_\_\_\_\_\_\_\_\_\_\_** upon presentation of an invoice by the Supplier. This amount represents the remuneration for the work, including all expenses that the Supplier will have to bear, subject to the approval of the Client
5. The Supplier is required to deliver the supporting material of the promotional action carried out, attached to the invoice (eg report, photographic material of the events, photographic material of the materials created, timesheet, list of names and duties of the operators met etc ...). This supporting material may also be requested by the principal in subsequent periods following requests for control by the control bodies of public tenders, without any time limit
6. The validity of this contract shall be valid as from the **01.04.2021** to the **31.12.2022**.the right of withdrawal may be exercised by either party at any time upon notice of three months to be communicated to the other party by registered letter.
7. For any not expressly referred to herein, the parties shall refer to the Articles. 2222 and following of the Italian Civil Code.

Read, confirmed, subscribed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the …………………

THE CUSTOMER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE PROVIDER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_