

Contract

Between the undersigned:

THE FRENCH ACADEMY IN ROME

A Public administrative institution,
domiciled at viale Trinità dei Monti, 1 - 00187 Rome, Italy,
represented by its Director, Sam Stourdzé,
duly authorised for the purposes hereof,
hereinafter referred to as "the Academy",
on the one hand,

and

xxx
represented by,
duly authorised for the purposes hereof,
hereinafter referred to as "the Agency",

The Academy and the Agency are hereinafter referred to as "the Parties".

Preamble

Founded in 1666 by Louis XIV, the French Academy in Rome is a French institution located, since 1803, in the Villa Medici, a 16th century villa surrounded by a seven-hectare park on Mount Pincio in the heart of Rome.

A national public institution under the Ministry of Culture, the French Academy in Rome now fulfils three complementary missions: to welcome artists, creators and art historians in residence for long stays of one year, or shorter stays; to set up a cultural and artistic programme that integrates all fields of art and creation, aimed at a wide audience; to conserve, restore, study and make known to the public its architectural and landscape heritage as well as its collections.

Within the framework of its cultural and artistic programming mission, the Académie de France in Rome - Villa Médicis has initiated and is organising the second edition of its Festival des Cabanes (referred to below as "the Festival"). The Académie de France in Rome - Villa Médicis has entrusted teams of architects and artists with the design, production and construction of architectural structures (cabins, pavilions) that will be temporarily and publicly installed in its gardens.

Within the framework of of this Festival des Cabanes/huts, the Agency has been invited to take part in and publicly present an architectural project (hereinafter referred to as the "Cabane") for which it is responsible for the design, installation, construction and dismantling.

This preamble forms an integral part hereof and is inseparable therefrom.

ARTICLE 1: PURPOSE OF THE CONTRACT

1.1 The purpose of this contract is, on the one hand, to set out and define the terms and conditions for implementing this partnership and, on the other, to provide for the transfer of the Agency's rights to this participation.

1.2 Hereunder, the Parties define the following elements:

- "The Festival: a public event to be held in the Academy's historic gardens;
- "The Cabane (hut)": for the purposes of this Festival, the productions and constructions carried out by the Agency will be defined as "the Cabane";
- "The Quadrati (squares)": part of the Academy's historic garden in which the Cabane will be built and exhibited;
- The "Site": periods of installation, construction, start-up and dismantling of the Cabane;
- "The Brochure": a brochure, publication or booklet designed for the general public within the framework of the Festival;
- "The Content": the Agency's productions that bear the stamp of their author's personality in the context of the Festival and the Brochure, to which the Agency holds copyright;

ARTICLE 2: TERMS AND DURATION

It is agreed that the Cabane, the details of which are attached as Appendix 1 (an integral part hereof), will be exhibited from May 2026 to October 2026 in one of the Quadrati in the gardens of the Academy. This agreement is concluded for the entire period required to achieve its purpose.

ARTICLE 3: FESTIVAL

3.1 Commitments of the Parties

3.1.1 Commitments of the Academy

The Academy, as the host venue for the Festival and the Cabane, is the project manager for the site and the general coordinator of the Festival.

The Academy shall deliver the Festival and Cabane presentation venue in working order and is responsible for all the following tasks:

- Coordination and organisation;
- Artistic direction and programming;
- Selection and coordination of an Italian inspection office to check that the French structural note complies with Italian standards for the Cabane and

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- to take responsibility for the site;
- Management of authorisations and permits for Italian bodies;
- Appointment of an inspection office for safety and reception of the public;
- Oversight and logistical and technical support for the site;
- Organisation and planning (schedule) of the site;
- Drafting of protocols for the site;
- Communication and press relations;
- Security;
- Monitoring operations;
- Signage;
- Lighting for the Nuit des Cabanes;
- Coverage of running costs (electricity and maintenance) for the *Quadrati*.

The Academy also agrees to:

- Provide free accommodation in the Academy's rooms for a maximum of 3 (three) nights in total (subject to availability) for one or more of the Agency's partners or sponsors, at their request;
- To make a space available, free of charge, for a private cocktail party in the Cabane or its *Quadrati* (the organisational costs will be borne by the Agency or its partners or sponsors, as applicable);
- Reserve two free admission tickets for the Agency's partners and sponsors who have contributed directly to the project's funding.

The Academy agrees to make a financial contribution to the production of the Cabane up to a maximum of €20,000 (twenty thousand euros) inclusive of all taxes, under the following terms and conditions:

- Payment of 50% of the production support when signing the agreement, upon presentation of a valid invoice;
- For the balance, production costs will be reimbursed upon presentation of an invoice accompanied by all valid proof of expenditure made out in the Agency's name and paid in advance by the Agency.

The provisional budget and the list of providers and members of the Agency are appended hereto.

As part of the Festival, the Academy agrees to fund the Agency's accommodation and transportation costs to a maximum of €5,000 euros including tax (five thousand euros incl. VAT).

The Academy will make payment by bank transfer within 30 (thirty) days of receipt of the invoice in due and proper form.

3.1.2 Commitments of the Agency

The Agency, in its capacity as project owner and designer, is the owner of the Cabane and in that capacity declares that it holds the rights to use the Cabane.

The Agency agrees to carry out all of the following tasks:

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- Design, production and construction of the Cabane;
- Financing of the Cabane and its construction site and, if necessary, the search for partners and sponsors;
- Keeping to schedules;
- Having the structure of the Cabane certified by an authorised person;
- Sending out the documentation required for administrative procedures, guarantees, certification and validation of structures and safety standards;
- Organising logistics, transport and recruitment of the teams needed to install and build the Cabane;
- Installation, assembly, construction and dismantling of the Cabane;
- Drafting of protocols for visits by members of the public to the Cabane;
- Sending of protocols for the running and maintenance of the Cabane;
- Lighting if necessary (excluding Nuit des Cabanes);
- Technical oversight and site visits for maintenance if necessary;
- Restoration of the *Quadrati*.

The Agency agrees to be present, subject to availability, during visits for Academy guides and the media to promote the Festival and the Academy's activities.

3.2 Calendar

The Parties agree on the following timetable:

- Selection of teams, location scouting and definition of spaces (July 2025);
- Confirmation of projects (July- August 2025);
- Sending out of projects for validation by the structures and applications for authorisation (September – October 2025);
- Return of texts and visuals free of copyright from the Cabane for the Brochure, sending out the compulsory information to appear on the works appear on the billboard of the work or the communication media produced (January 2026);
- Organisation of the site and transport logistics (February 2026);
- Handover of signage elements (March 2026);
- Construction and installation work (April – May 2026);
- Opening of Les Cabanes (End of May 2026);
- Public opening (End of May 2026);
- End of the Festival (late September or early October 2026);
- Dismantling (October 2026).

The Academy reserves the right to modify this entire calendar, in particular the opening date and the Nuit des Cabanes. In this case, it will inform the Agency as soon as possible.

3.3 Conditions of use of areas dedicated to the Festival

3.3.1 Quadrati

The Agency is authorised to occupy the Quadrato xxx to install its Cabane project.

The plan of the *Quadrato* and the space is attached (Appendix 2) hereto.

3.3.2 Allocation and uses

The Academy may access the *Quadrati* or the Cabane without having to request any authorisation from the Agency. The Academy may freely organise visits, private events or demonstrations in the *Quadrati* and the Cabane within the framework of its artistic and cultural programme. The Academy agrees to inform the Agency in advance.

The *Quadrati*, which is the purpose hereof, is dedicated to public use, installation, construction and presentation. Any change of use or any other use, even temporary, will result in the automatic termination of the agreement, unless the Parties agree otherwise.

The Agency declares that it is familiar with the *Quadrati*, having visited it prior to signing this agreement.

As this contract has been concluded *intuitu personae*, the Agency may not transfer the rights arising from it to anyone whatsoever, nor may it make the premises available to third parties.

3.3.4 Conditions relating to areas dedicated to the Festival

The only public presentation of the Cabane and the activities of the Site must comply with the Academy's by-laws, the rules relating to the use of the *Quadrati* set out below and the Academy's general instructions.

The Academy defines the relative conditions of use of the *Quadrati* as follows:

- The cabane must be self-supporting: it is forbidden to dig in the Academy's gardens;
- The Agency must ensure it respects the material, plant and fruit heritage of the Academy during the period of the construction and operation of the Hut. No relocation, modification or removal is authorised.

The site programme must be approved in its entirety by the Academy.

For the organisation of this Festival, external companies and associations working within the school must be approved in advance by the Academy.

Any work to modify or transform the areas of the *Quadrati* may only be carried out with the written authorisation of the Académie, which will assess the appropriateness of the work envisaged. Any restoration work will be paid for by the Agency.

A technical meeting will be organised with the Agency and the management of the Academy before the Festival is set up at the Academy to examine the technical aspects of the Festival's complete layout and the safety conditions to be provided.

3.3.5 Entry of vehicles from outside the Academy

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Private vehicles are not permitted in the Academy gardens, except in exceptional cases subject to prior authorisation by the Academy.

Only providers' commercial vehicles may enter the Academy's gardens for unloading and loading and must park in the spaces defined and authorised by the Academy.

3.3.6 Restoration of the site

In general, it is understood that when the site closes, the Agency will leave the premises exactly as it found them. The Agency shall ensure that the site does not cause any damage or disturbance to the Academy or to third parties.

In the event of damage to spaces and structures being recorded by the Academy following the Festival, the Academy will bill the Agency for the work or purchases made on the basis of an estimate for restoration.

ARTICLE 4: INSURANCE

The Academy and the Agency agree to take out, with a reputable and solvent insurance company, the insurance necessary to cover the risks associated with the presentation of the Cabane, covering any bodily injury or material damage caused by the Academy or any third party.

The Agency agrees to ensure that its teams working on the site are insured and to provide all supporting documents to the Academy.

The Agency will take out all necessary insurance to cover the risks affecting the Academy's property, with the Academy's policy covering risks affecting individuals (civil liability); it will submit the corresponding documentation to the Academy no later than the day before the Festival opens.

The Agency declares that it holds the Academy harmless against any liability arising from the organisation of the Festival for damage suffered by the Agency, its guests or third parties, including any illness related to the event, with the exception of damage caused by gross negligence and/or acts or facts directly attributable to the Academy's employees, partners or suppliers over whom the Agency has no control.

ARTICLE 5: PERSONNEL

The Academy will pay the salaries, social security contributions and taxes relating to its personnel.

The Agency will pay the salaries, social security contributions and taxes relating to the personnel assigned to the Site. It is incumbent on the Agency to apply, in good time, to the competent authorities for authorisation to employ any minors taking part in the site or the Cabane project.

ARTICLE 6: SAFETY

The Academy is subject to a safety system that the Agency undertakes to respect.

The Academy agrees to provide the Agency with safety instructions, which must be strictly complied with by the Agency.

The Agency may not conduct private visits, film shoots or photo shoots on Academy premises without prior authorisation. It must also request authorization from the production department before letting an outside person into the Academy.

ARTICLE 7: USE OF CABANES AFTER THE FESTIVAL

The Cabane in Appendix 1 is produced for the Festival. Consequently, the Agency may not require the Academy to return it as-new after the Festival.

The Agency is responsible for dismantling its Cabane and transporting it back.

ARTICLE 8: INTELLECTUAL PROPERTY

The Agency is required to produce Content, which may take several forms, characterised by its link with the Festival and the Brochure.

The Agency will retain ownership of the intellectual property rights relating to the Cabane that will be presented or created within the framework of the Festival and/or the Brochure.

The assignment defined herein is intended for the production and distribution of the following elements necessary for the promotion of the Festival and the publication of the Brochure:

- Signage, labels and description of the route;
- Texts accompanying the Festival;
- Still or moving images of the Cabane produced by the Academy (photographs, videos);
- The Brochure;
- Folders for educational workshops;
- Resources available to the public, in paper or digital format;
- Communication and promotional tools for the Festival (press releases and kits, Academy website and social networks, digital newsletters, posters and invitations);
- Any tool or device to promote the Festival.

This assignment also concerns the Academy's annual business report.

To this end, the Agency assigns to the Academy the following economic rights to the Content it produces for the Festival and the Brochure:

- Right of adaptation:
 - o to produce translations into Italian and English for print and digital media: website, social networks, print and digital press releases and press kits, digital newsletters, mobile application or visitor assistance tool, labels, signs and other signage elements on the Exhibition route;
 - o to condense texts for the uses defined above and for use in guides;
 - o to produce audio or video content, including translated texts, used in the following contexts: the Academy's digital newsletters and website, mobile applications or tools to help visitors, and the social platforms and networks of the Parties and their partners.
- The right to reproduce the Content in whole or in part, while ensuring the assignment of the right of adaptation defined above: on paper (press releases, room sheets, labels, panels, posters, invitations, brochures) and digital media (websites, e-communiqués and press kits, e-invitations, publications on social networks, digital newsletters, audio and written descriptions, subtitles of corporate and promotional videos, social media, the Academy's annual business report).
- The right to represent Content that may be adapted for public reading or recitation, particularly during guided tours.

This assignment is non-exclusive and valid for all countries for a period of twenty (20) years.

The Agency guarantees to the Academy a peaceful and free assignment of all third party rights. The Agency declares that its Cabane is entirely original and does not contain any type of loan whatsoever from another work, which would be likely to incur the liability of the Academy.

ARTICLE 9: MANDATORY INFORMATION AND COMMUNICATION

Any depiction or reproduction of the Cabane in any circumstances and on any medium must bear the following wording: "Work presented for the Festival des Cabanes of the Académie de France in Rome - Villa Médicis".

In the case of cinematographic, video or audiovisual productions, the above mention must appear in the credits of the Work.

The Agency agrees to comply with the conditions of use of the Academy's brand and logos in accordance with its graphic design charter.

The Parties may not take any action which (intentionally or otherwise), affects the brand image or reputation of the other Party.

The Parties agree to have any communication media that reproduce their logos or references approved prior to distribution.

The Academy will draw up a communications plan to promote the Festival as a whole. The budget, methods and timing of these communication initiatives are at the discretion of the Academy.

ARTICLE 10: BROCHURE

The Academy reserves the right, if it so wishes, to publish the Brochure in the form of a printed book and to ensure its permanent and ongoing use, in accordance with best practice in the profession. The formats and print runs will be determined by the Academy. The graphic designer will be chosen by the Academy.

Editorial support will be provided by the Academy or by any partner with which it chooses to associate itself. If the Agency publishes an extract from a published or forthcoming work or a text written by a third party, it must ensure that it takes the necessary steps to obtain permission for publication.

ARTICLE 11: APPLICABLE LAW AND JURISDICTION

This contract is subject to and will be interpreted in accordance with French law applicable to agreements concluded in France and performed in France.

In the event of any dispute arising out of or in connection with this agreement or its performance, the Parties hereby submit to the jurisdiction of the Administrative Court of Paris.

ARTICLE 12: APPENDICES

The appendices hereto are contractual in nature and are therefore signed by the Parties. Any amendment requires the agreement of all the Parties.

Done and signed in duplicate in Rome on 30th of September 2025.

For the Academy
Sam Stourdzé
Director

For the Agency
Director