

SPONSORSHIPS REGULATION OF THE SCUOLA INTERNAZIONALE SUPERIORE DI STUDI AVANZATI OF TRIESTE

(Issued with D.D. n. 886 of 15/10/2024)¹

| | |
|---|---|
| Summary | |
| Art. 1 - Object and purpose | 1 |
| Art. 2 - Definitions | 2 |
| Art. 3 - Sponsorship amount..... | 2 |
| Art. 4 - Multiple sponsorships | 2 |
| Art. 5 - Sponsorship procedure and choice of Sponsor | 3 |
| Art. 6 - Contents of the Sponsorship Agreement..... | 3 |
| Art. 7 - Direct Assignment..... | 4 |
| Art. 8 - Right to refuse sponsorship projects | 4 |
| Art. 9 - Tax aspects | 5 |
| Art. 10 - Outsourcing of sponsorship procurement activities | 5 |
| Art. 11 - Entry into force and referral | 5 |

Art. 1 - Object and purpose

- 1.1 The provisions of this Regulation govern the management of Sponsorships of projects and activities promoted by SISSA, ensuring compliance with current legislation and the principles of efficiency, transparency, good performance and impartiality that regulate the activity of the Public Administration and compliance with the institutional purposes of the School.
- 1.2 The use of Sponsorships is aimed at promoting and incentivising the collaboration between the public and private sectors by enhancing the skills, professionalism and availability of people, entities, associations, and companies active in the area, promoting better quality in the services/performances provided to the community and achieving cost savings.

¹ This document is an English translation of the Italian version of DD nr. 886 dated 15/10/2024, which is to be considered the official Regulation.

Art. 2 - Definitions

2.1 For the purposes of this Regulation, the following definitions shall apply:

- a) Sponsorship: any contribution in goods, services, performances, or interventions from third parties, for the purpose of promoting the name and corporate name of the Sponsor. Sponsorships may concern all initiatives, projects, and activities of the School, including events of artistic and cultural relevance organised by the School itself;
- b) Sponsor: the subject who, in order to increase the notoriety of its distinctive signs, donates funds or other benefits to a third party (Sponsee), who promotes its image and visibility. The private or public subjects who have ongoing legal disputes with the School are excluded from the Sponsorship Contracts;
- c) Sponsee: SISSA and/or its structures, beneficiaries of the consideration for the individual Sponsorship, which in exchange undertakes to disclose and convey the Sponsor's brand and name, in the forms and ways provided for by the Sponsorship Contract;
- d) Sponsorship Agreement: an atypical agreement between the parties, for a fee and with equivalent services, through which the Sponsor undertakes to promote, within the scope of its own initiatives aimed at the public, the diffusion of the brand or other distinctive elements of the Sponsor, who in turn undertakes to pay a specific fee, in money or other benefits, with the aim of the Sponsor obtaining an image benefit resulting from the association of its figure with such initiatives by the public;
- e) Advertising space: the physical space or medium used to convey the Sponsor's information to the Sponsee.

Art. 3 - Sponsorship amount

3.1 As amount due by the sponsor, the following may be foreseen:

- a) The giving of sums of money;
- b) The supply of goods, services and works, acquired, or carried out by the Sponsor. The market value of the supply of goods, services or works carried out by the Sponsor is assumed as the monetary value of the contract.

Art. 4 - Multiple sponsorships

- 4.1 Sponsorships are not normally carried out with exclusive rights by the Sponsor and therefore SISSA may receive multiple Sponsorships for the same initiative or object.
- 4.2 If SISSA intends to conclude exclusive Sponsorship Contracts, it highlights the existence of said clause in all preliminary documents to the conclusion of the Contract. The exclusivity clause must be expressly provided for in the Contract.

Art. 5 - Sponsorship procedure and choice of Sponsor

- 5.1 The choice of the Sponsor for Sponsorship Contracts whose value is greater than €40,000 (excluding VAT) is made, in order to ensure compliance with the principles of transparency, impartiality and equal treatment, through a public selection procedure, preceded by a specific notice announcing the search for Sponsors for specific interventions, published on the School's website for at least thirty (30) days.
- 5.2 The notice must contain, in particular, the following data:
- a) The object of the Sponsorship and the consequent obligations of the Sponsor, according to the contents of the specific terms of contract or the specific Sponsorship project;
 - b) The exact determination of the offer for the Advertising Space;
 - c) Participation requirements;
 - d) The methods and terms for submitting the Sponsorship offer;
 - e) The eligibility criteria for offers;
 - f) The proceeding Office and the person responsible for the procedure.
- 5.3 The offer, to be submitted in written form, must indicate among other things:
- a) The data of the proposer and the legal representative;
 - b) The good, service, activity, or performance that are intended to be sponsored;
 - c) Acceptance of the conditions set out in the specifications;
 - d) Any other clarification expressly requested by the tender notice.
- 5.4 Sponsorship offers are evaluated by the School's Board of Directors in compliance with the criteria defined in the specifications.

Art. 6 - Contents of the Sponsorship Agreement

- 6.1 The Sponsorship Agreement must include the following essential elements:
- a) The object of the Sponsorship;
 - b) The description of how the Sponsorship will be implemented and, where applicable, of the Advertising Space;
 - c) The possible "exclusivity";
 - d) The duration;
 - e) The amount;
 - f) Indication of the procedures for resolving any disputes;
 - g) The Sponsorship Agreement is signed by the Director of the School and the Legal Representative of the contracting party.
- 6.2 Each Sponsorship Agreement must also include provisions:
- a) The termination clause expressed in the event that the Sponsor causes damage to the image of SISSA or its activities are incompatible with the social and public utility purposes to which the School must comply, notwithstanding any compensation for damages. To this end, the Agreement must provide, as

a cause for termination of the same, the failure or partial payment of the fee and, in the event considered, the possibility for the School to obtain compensation for any further damages;

- b) A safeguard clause for SISSA that relieves it from any civil and criminal liability resulting from the setting up and carrying out of any activities carried out by the Sponsor.

Art. 7 - Direct Assignment

7.1 Sponsorship Agreements may be assigned directly only:

- a) In the case of Sponsorships whose value is less than €40,000 (VAT excluded);
- b) In the event that the selection procedure referred to in Article 5 is unsuccessfully attempted twice;
- c) In exceptional cases, duly motivated, in which the nature and particular characteristics of the Sponsorship initiative limit the negotiation to a single specific subject.

7.2 In any case, direct assignment takes place following an assessment of suitability by the School Director.

7.3 In the case contemplated by paragraph 1 letter a) of this article, the formalisation of the Sponsorship may be concluded through an exchange of correspondence between Sponsor and Sponsee, according to commercial use.

Art. 8 - Right to refuse sponsorship projects

8.1 The School reserves the right to refuse any Sponsorship if:

- a) believes that a conflict of interest may arise between the Sponsor's public and private activities;
- b) perceives in the advertising message a possible damage or prejudice to its image and initiatives;
- c) deems it unacceptable for reasons of duly motivated opportunity.

8.2 In any case, Sponsorships related to the following are excluded:

- a) propaganda of political, trade-union and religious nature;
- b) advertising directed or connected to the production or distribution of substances harmful to health or contrary to the ethical principles of the School;
- c) direct or related advertising deemed contrary to morality and public order;
- d) messages containing expressions of racism, fanaticism, hatred or threats and any form of discrimination and violence.

Art. 9 - Tax aspects

- 9.1 The amount deriving from the Sponsorship shall be:
- a) invoiced by the School to the Sponsor and subsequently paid by the Sponsor to the School;
 - b) subject to VAT, standard rate.

Art. 10 - Outsourcing of sponsorship procurement activities

- 10.1 The management of Sponsorships is carried out directly by the SISSA administration according to the provisions of this Regulation.
- 10.2 The School has the right, if it deems it more convenient from an organisational, economic, and functional point of view, to assign the task of finding Sponsorships to subjects to be identified through selection procedures provided for by Legislative Decree 36/2023.

Art. 11 - Entry into force and referral

- 11.1 This Regulation enters into force on the day following the issue of the Director's decree, following approval by the Board of Directors. For anything not provided for in the Regulation, reference is made to the applicable legislation in force.