

**FEDERATION OF EUROPEAN PHILATELIC ASSOCIATIONS**



**AGREEMENT BETWEEN THE FEPA BOARD OF DIRECTORS  
AND THE MEMBER FEDERATION  
"Federazione fra le Società Filateliche Italiane"  
AND POSTE ITALIANE S.p.A.  
(hereafter, jointly, "the Parties")**

**#1 Preamble**

The "International Festival of Philately Italia 2009" (hereafter, Festival) will be held at the Palazzo dei Congressi in Rome from 21 to 25 October 2009. In order to support the organizational and the operational activities of the Festival, Poste Italiane S.p.A. (hereafter "Poste") has resolved on establishing an Organizing Committee (hereafter, "Managing Committee"), composed of representatives of the said Poste, of the Federation of the Italian Philatelic Societies (hereafter, "FSFI"), of the Association of Italian Philatelic Traders (AFIP) and of the Union of the Italian Philatelic Press (USFI).

In the frame of the Festival it will be held the international stamp exhibition "Italia 2009" (hereafter, "Italia 2009" or also "Exhibition"), organized by Poste in cooperation with the FSFI. Poste - in compliance with the provisions of the FIP and FEPA General Regulations for Exhibitions (hereafter referred to respectively as "GREX" and "FREGEX") - has resolved, with reference to "Italia 2009", to constitute an Organizing Committee composed of representatives of Poste itself and of the FSFI (hereafter, "Organizing Committee").

After the request of the FSFI, the Congress of the Federation of European Philatelic Associations (hereafter "FEPA") held in Vienna on 21 September 2008 granted its patronage to "Italia 2009" in accordance with Chapter VII - Article 20.1 - 20.5 of the FEPA Statutes.

**#2 Parties involved**

The Parties involved in the present Agreement are:

2.1 The FSFI,

2.2 The FEPA Board of Directors that, for the aims of this Agreement, is represented by the Consultant appointed by the same Board for "Italia 2009", Mr. José Ramon Moreno (hereafter, "the Consultant") in accordance with Article 14.1 of the FREGEX.

2.3 Poste.

### #3 Stipulation

3.1 The patronage is granted to the FSFI that understand that by delegating their right to organize the exhibition to Poste, is in no way absolved of their responsibilities towards FEPA and agrees to abide by the FEPA Statutes, the FREGEX and the General and Special Regulations of the different competitive classes (hereafter referred to as "GREVs" and "SREVs)", nor will they be absolved of their responsibilities by virtue of any agreement or arrangement arrived at between the Organizing Committee and the Consultant.

3.2 Failure to comply with the FEPA Statutes, FREGEX, the stipulations and other obligations as contained in this Agreement shall result in the enforcement of provisions of Article 6.3 of the FREGEX.

### #4 Obligations

4.1 The Consultant shall render the Organizing Committee all practicable assistance in preparation of and during the Exhibition, up to the completion of the activities related to the same.

4.2 The Consultant shall supply the advice requested by the Organization Committee on all matters concerning the Exhibition and he shall ensure that all the provisions listed in the Preamble are strictly observed, by coordinating towards this goal the necessary activities, and in particular those concerning:

- The display of the exhibits in the best conditions of security and safety
- The selection process of the exhibits
- The expeditious handling of Customs and entry formalities
- Prompt and helpful co-operation between the Organizing Committee and the Commissioners
- The composition of the jury
- The preparatory work of the jury
- Any other request submitted by the Organizing Committee.

4.3 The Organizing Committee shall route all communications intended for the FEPA Board of Directors through the Consultant. The Consultant is obliged to give the necessary information within the timeframe needed for executing the tasks concerned.

4.4 The Consultant, in consultation with the Organizing Committee, shall define the dates of his two visits to inspect and supervise the arrangements being made for the preparation of the Exhibition. All documented expenses for those visits (travel, hotel, meals, etc.) shall be paid by Poste.

*Maria Paula Emanuel*

## #5 Financial obligations of Poste in its capacity of Organizer

### 5.1 Patronage Fee

Poste will pay a Patronage fee of € 5,000.00 (five thousand) to FEPA by 31.12.32008.

### 5.2 Accommodation and Daily Allowance

Poste shall provide accommodation in hotels chosen by the same and pay a daily allowance to the entitled persons listed hereafter, according to the amount and the provisions established in the attached Appendix that represents integral and substantial part of this Agreement. Persons entitled are: the FEPA President, the FEPA Consultant, the Jury and Expert Group members, and the Commissioners of participant federations.

### 5.3 Travel

Poste shall provide the FEPA President, Consultant, Jury members and Expert Group members an air travel ticket (return) in economy class or, upon request, a rail ticket (return). Poste, upon request, might authorize the trip by own car. Reimbursement of travelling costs shall be paid within three days of the arrival on submission of supporting bills.

### 5.4 Local transportation

Poste shall provide free transport between the airport and the hotel and return for all persons mentioned in Art. 5.2 as well as to and from the hotel to the exhibition (and return) for the working days as long as the hotel is not in a walking distance (500 m.) from the exhibition site.

### 5.5 Sending and Return of exhibits

Poste shall take care of the sole costs of returning the exhibits according to GREX Art. 51.1. The Organizing Committee shall make available on their site [www.Italia2009.it](http://www.Italia2009.it) and directly to national Commissioners all information concerning sending and returning of the exhibits, as well as customs formalities.

### 5.6 Insurance and Security

With reference to the Regulations quoted in the Preamble concerning insurance and security, the Organizing Committee shall pay the expenses related to security as well as those for civil liability insurance.

However, exhibitors are bound to insure their exhibits covering the period from despatch of the exhibit to its return including damage or loss during transportation.

*Amend.*

*Appia Po-*

*CS*

## **#6 Other obligations**

- 6.1 The results of the jury work shall be transmitted to the FEPA Secretariat in such a format that they can be entered into the FEPA files.
- 6.2 The Organizing Committee will discuss with FEPA the feasibility of an appropriate program of training and seminars during the Exhibition to further develop philately.
- 6.3 The Organizing Committee will be available during the 12 months following the closing date of the Exhibition for any queries concerning the Exhibition.

## **#7 Treatment of Personal Data (Information ex Art. Italian Legislative Decree 196/2003)**

- 7.1 As regards as the processing of personal data related with the performance of the activities under this Agreement, the Parties, as autonomous Controllers of the processing of personal data, undertake reciprocally to do the following:
  - To observe and make sure that their employees, consultants and collaborators observe confidentiality in relation to the personal data with which they should become in contact in the performance of the activities related to "Italia 2009", and not to reveal to third parties any information or documentation acquired in relation to the present Agreement;
  - To collect and process personal data for the purpose of, and in the manner necessary for, the performance of such activities, and for the time period strictly necessary for performing such activities;
  - To act in compliance with the stipulations of current European and Italian Legislation concerning the protection of personal data (Directives 95/46/CE and 2002/58/CE, Italian Legislative Decree 196, 30 June 2003) also in reference to the adoption of preventive measures – even minimum measures – of technical, computerized, organisational, logistical and procedural nature, such as to avoid the risk of the loss or destruction (including accidentally) of data, of processing that is unlawful or does not conform to the purposes for which the data have been collected.
- 7.2 Furthermore the Parties represent that they are aware that information and data regarding themselves are processed, also with the help of electronic means, by their respective structures and by the personnel appointed to do so for the purpose of performing the obligations arising from this Agreement and the related regulatory requirements in the way and within the limits laid down in the Agreement.

## **#8 Miscellaneous**

- 8.1 Alterations to the Agreement shall be previously agreed in writing by the Parties-.
- 8.2 Any dispute concerning the interpretation and the execution of this Agreement, that could not be resolved friendly among the Parties, shall be settled exclusively within the jurisdiction of the Tribunal of Rome.

*Maria Paola*  
*Manzoni*

- 8.3 In the event of any discrepancies deriving from translation, the English text shall prevail.
- 8.4 The present Agreement shall be valid and effective starting on 12 October 2008 until 31 October 2009, being understood the provision at Art. 6.3.
- 8.5 Both Parties acknowledge reciprocally that the present Agreement – which represents the substantial will of the Parties – has been negotiated in each part and that all clauses have been specifically approved by each Party. Hence, Art. 1341 of the Italian Civil Code concerning unconscionable clauses does not apply.

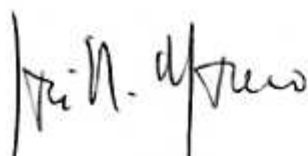
Signed in Roma

Date: 11.10.2008

For and on behalf of FEPA

For and on behalf of the  
FSFI

For and on behalf of  
Poste Italiane



José Ramon Moreno  
FEPA Consultant



Piero Macrelli  
President



Marisa Giannini  
Vice President Business  
Unit Private



## APPENDIX

**International Festival of Philately Italia 2009**  
**Roma 21/25 October 2009**

### **Art. 5.2 - Entitlements to payments and reimbursements**

*The Organizing Committee will define the duration of the activities: according to the plan for mounting/dismounting the exhibits (commissioners) and to the competitive classes to be judged (jurors).*

<b>Beneficiaries</b>	<b>Travel</b>	<b>Accommodation days</b>	<b>Allowance</b>
FEPA President	Economy class	Single/double (7 nights)	30 €. x 7 days
FEPA Consultant	Economy class	Single/double (8 nights)	30 €. x 8 days
Members of the Jury and Expert Group	Economy class	Single/double (7 nights)	30 €. x 7 days
Commissioners	No	Single/double (7-9 nights)	30 €. x 7-9 days

- The daily allowance represents a lump refund, all inclusive, paid by Post for covering each and any expense (excluded those at Art. 5.2, 3, and 4). It shall be paid in cash within three days after the arrival of the said persons and its amount will be based on the number of actual days of activity. In case of shorter staying, the exceeding amount might be returned to Poste.
- The amount of such allowance is 30.- €, tax free. Entitled persons not resident of Italy shall declare such status.
- All qualified persons shall be accommodated preferably in the same hotel close to the exhibition. Accommodation will be in a double or single room (bed and breakfast treatment).

*Maria Paola Emmel*