**Annex 7**

**OUTLINE OF DEMAND GUARANTEE**

**FOR AID ADVANCE FROM THE APULIA FILM COMMISSION FOUNDATION**

*(Resolution of the Regional Council n.1000 / 2016)*

 Apulia Film Commission Foundation

 Cineporti di Puglia - Bari c/o Fiera del Levante

 Lungomare Starita 1

 70132 BARI

Given that:

1. With Resolution Prot. No. ......... .. of ........................ ... of the Director General of the Apulia Film Commission Foundation – granted the concession of subsidies pursuant to the "Apulia Film Fund" Public Notice to the beneficiary company ................................. ..... for the sum of EUR ............. ...... ...
2. The concession and revocation of the financial incentives provided for in the aforementioned Notice are regulated in the Notice and in the Procedural Guideline signed between the Apulia Film Commission Foundation and the beneficiary company, as well as by the legal provisions on the revocation of public subsidies and related explanatory memos
3. The enterprise ............................................................ (hereon referred to as **"Contracting Party"**), with registered office in .........................................., VAT number ......................., tax code ……………………………………registered with the Register of Companies.................................. at No. ......... and/or at No.……….of the Administrative Economic Repertory, with Executive Resolution referred to in point a) above, was admitted to the financial subsidies provided for by the "Apulia Film Fund" Public Notice, for the realization of an investment project in .................. named ………………………………… (CUP …………………….), for which it was awarded a total subsidy of € ..........................
4. The first instalment (equal to 40 per cent of the subsidy granted) may be paid as an advance on request of the Contracting Party, upon presentation of a first demand bank guarantee or insurance policy or surety, which is irrevocable, unconditional and enforceable, of an amount equal to the sum to be paid increased by 5 percent and the duration indicated in the following art. 2, to guarantee any request for the return of the same sum plus interest and expenses that will be due according to the conditions, terms and procedures established by law, in accordance with the aforementioned administrative provisions
5. The Contracting Party intends to request an advance of the first instalment of the subsidy allocated for the amount of € …………………....
6. This deed has been drawn up in compliance with the provisions contained in the rules and in the presupposed acts, as indicated above, as well as with the guarantee guideline provided for by Regional Council Resolution No. 1000 of 7/07/2016 published in the Official Bulletin of the Regione Puglia No. 85 of 20/07/2016.
7. Bank………………………..... / Insurance Company…………………………..... / Financial Institution…………………………….... has examined the investment project approved with the Executive Resolution referred to in point a) above and the related presupposed and consequent acts, and is fully aware of all the conditions for revocation of the subsidy, as reported in the same Resolution, in the relevant regulations, as well as in the Procedural Guideline signed by the Contracting Party on ……………………………………………….
8. The legislation provided for in Article 1 of Law No. 348 of 10 June 1982 and from art. 24, paragraphs 32 and 33, of Law No. 449 of 27 December 1997, as interpreted by art.3, comma 8, of Law No.99 of 23 July 2009 and relative amendments is applied to the guarantees referred to in this deed by the Apulia Film Commission Foundation.
9. The Apulia Film Commission Foundation reserves, at its sole discretion, not to accept the guarantees offered by banks/ insurance companies/financial institutions with which litigations or disputes with the Bank of Italy are ongoing, with which litigations or disputes have arisen in relation to the obligation of restitution to the Apulia Film Commission Foundation itself of advances relating to previous and distinct financing relationships; a similar right is reserved for the Apulia Film Commission Foundation in the event that such litigations have arisen with companies controlled by the aforementioned companies or their controlling companies, or belonging to the same industrial group; in the case of companies that operate under the freedom to provide services, the companies concerned, before obtaining a guarantee, are required to acquire the prior favourable opinion of the approval of the guarantor by the Apulia Film Commission Foundation
10. ………………………….....Bank/ ………………………….....Insurance Company/ ……………………………....Financial Institution has always honoured its commitments with the guaranteed Institution.

**THEREFORE**

The undersigned ……………………………………………………………………………………………….... (1) (from hereon referred to as **"Company"**) with registered office in ......................................................., registered with the Administrative Economic Repertory at No. ................., registered in the register/list .........................(2), by means of:

 .......................................................................................... born in ............................................ on .........................................; .......................................................................................... born in ............................................ on .........................................; in their respective quality as ................................................................................................................................................ domiciled at ……………………………………………………………………………………………….., CEM ………………………………………………….; declares to undertake, by the present deed in the interest of the Contracting Party and by the Regione Puglia - Department of Tourism, Economy of Culture and Valorisation of the Territory – Cultural Economy Sector, (from hereon referred to as "**Guaranteed Institution**"), the restitution of the advance, up to the amount of €..................................(in writing, euro ...................................................................................................... ) corresponding to the 40% advance of the subsidy increased by interest equal to the Official Discount Rate (TUR) in force at the stipulation date of the financing, increased by five percentage points, starting from the date of the advance payment to the repayment, to the following

**GENERAL CONDITIONS**

**ARTICLE 1 – SUBJECT OF THE GUARANTEE**

The premise is an integral part of this act. The Company guarantees irrevocably and unconditionally to the Guaranteed Institute, within the limits of the sum indicated in the conclusions of the premises, the restitution of the total sum of €.................................. received as an advance to the Contracting Party.

This amount will automatically be increased by the interest equal to the Official Discount Rate (TUR) in force on the date the financing is stipulated, increased by five percentage points, starting from the date of the advance payment to the repayment date.

**ARTICLE 2 – DURATION OF THE GUARANTEE AND RELEASE**

The guarantee has a duration and effect until the expiration of the twenty-fourth month following the completion of the activities of the project approved by the Executive Resolution of the Director General referred to in point a) above and therefore until .................. After this final deadline, the guarantee will cease automatically and for all purposes. The guarantee will be released before this deadline by the Guaranteed Institution on the date in which the work completed corresponds to the amount of payments received and the absence of causes and / or appropriate acts to determine the assumption of a revocation order and the Guaranteed Institution will proceed accordingly with the communication of release to the interested parties.

**ARTICLE 3 – REPAYMENT AND WAIVERS**

The Company commits to making the repayment on first and simple written demand of the Guaranteed Institution, formulated with the indication of default found by the same Guaranteed Institution even prior to the adoption of a formal provision for the revocation of the subsidy, not more than 45 (forty-five) days from receipt of said request, to which, moreover, it cannot raise objections, even if the Contracting Party has been declared bankrupt in the meantime, or subject to insolvency or liquidation proceedings. The Guaranteed Institution must make the demand for repayment by certified electronic mail addressed to the Company, as resulting from the premise, or by registered letter with return receipt.

The Company formally and expressly waives the right to enforce prior payment pursuant to art. 1944 of the Civil Code, wanting and intending to remain jointly and severally liable with the Contracting Party and, within the duration of the surety period referred to in Article 2, waives the right to object to the expiry of the term referred to in art.1957 of the Civil Code. In the event of delay in the liquidation of the guaranteed amount, including interest, the Company will pay the related default interest equal to the Official Discount Rate (TUR), increased by five points, starting from the forty-sixth day following the date of receipt of the request of enforcement, without the need for formal notice. Legal actions remain unaffected in the event that the sums paid under this article are partially or totally not due.

**ARTICLE 4 – INEFFECTIVENESS OF RESTRICTIVE CLAUSES OF THE GUARANTEE**

Any restrictions, on first demand, on the irrevocability, absoluteness and enforceability of this guarantee are to be considered ineffective. The clauses referred to in this article, as may be needed, are approved pursuant to articles 1341 and 1342 Civil Code.

**ARTICLE 5 – SUBJECTIVE REQUIREMENTS**

The Company declares, as appropriate:

1. To possess, alternatively, the subjective requirements provided for in accordance with Article 1 of Law No.348 dated June 10th 1982 or art.107 of the Legislative Decree of September 1st 1993, No.385 and subsequent amendments.
* If a Bank, to be registered with the Register of the Bank of Italy
* If an Insurance Company, to be included in the list of companies authorized to exercise demand guarantees at IVASS (formerly ISVAP)
* If a Financial Institution, to be included in the special list referred to in Article 106 of Legislative Decree No. 385/1993 at the Bank of Italy

 b) Not to have been, even temporarily, inhibited from exercising its activity on the national territory by the competent national or EU Authorities.

**ARTICLE 6 – SUBROGATION**

The Company is subrogated, within the limits of the sums paid to the Guaranteed Institute in all the rights, reasons and actions of the latter to the Contracting Party, its successors and assignees in any capacity, pursuant to art.1949, Civil Code.

**ARTICLE 7 – FORMS OF COMMUNICATION WITH THE COMPANY**

All notices, communications and notifications to the Company regarding this deed, to be valid and effective, must be carried out exclusively by certified e-mail or registered letter with return receipt or bailiff, addressed to the Company’s domicile, as it results in the premise, or to the Agency to which the present contract is assigned.

**ARTICLE 8 – JURISDICTION**

 The jurisdiction for any dispute relating to this guarantee is exclusively that of Bari.

 THE CONTRACTING PARTY THE COMPANY

 Signature (3) Signature (3)

 With attached declaration of signing authority

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For the purposes of articles 1341 and 1342 of Civil Code, the undersigned Contracting Party declares to specifically approve the provisions of the following articles of the General Conditions:

Art. 1 – (Subject of the guarantee)

Art. 2 – (Duration of the guarantee and release)

Art. 3 – (Repayment and waivers)

Art. 4 – (Ineffectiveness of restrictive clauses of the guarantee)

Art. 5 – (Subjective requirements)

Art. 6 – (Subrogation)

Art. 7 – (Forms of communication with the Company)

Art. 8 – (Jurisdiction)

 THE CONTRACTING PARTY

 Signature (3)

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(1) Indicate the institution providing the guarantee and its legal conformation: bank, insurance company or financial institution.

(2)For banks: indicate the details of registration with the Bank of Italy for insurance companies: indicate the details of registration in the list of companies authorized to exercise demand guarantees at IVASS (formerly ISVAP); for financial institutions: indicate the details of registration in the special list referred to in Article 106 of Legislative Decree No. 385/1993 at the Bank of Italy

(3) Appended also in accordance with the Prime Ministerial Decree of 30/03/2009 and subsequent amendments, published in the Official Gazette June 6, 2009, No. 129.