

PROTOCOL N° _____ DATE _____

(To be filled out by the Marino Marini Foundation upon receipt of the application)

Dear Marino Marini Foundation

Corso Silvano Fedi 30

51100 Pistoia

APPLICATION FOR INSERTION IN THE ARCHIVE AND IN THE GENERAL CATALOGUE RAISONNÉ

OF THE WORKS OF MARINO MARINI

APPLICANT¹

Surname Name: *(name of company, institution, etc.)*

Address:

Tel: e-mail: PEC:

Tax code/VAT number: ; SDI code:

as: *(owner/owner's delegate)*

ASKS

the inclusion of the following work in the Marino Marini Foundation Archives:

TITLE:

Please provide the exact title, if known. Alternatively, you can provide a brief description of the work.

DATE:

Indicate the year of execution of the work or the year or period (decade, etc.) of presumed execution of the work.

TECHNIQUE:

Indicate all the materials used to create the work.

REGISTRATION:

Accurately transcribe the signature, date, inscription, and any other markings present on the work. Also specify the area where the inscriptions are located.

DIMENSIONS (in cm) : Height: Width: Depth:

For works on paper, please indicate only the surface area of the sheet on which the work is created, excluding matboard, other supports, and frames.

¹The applicant's data will be used to issue the invoice relating to the archiving procedure.

WEIGHT : (in kg. Third decimal place only for sculptures)

CONSERVATION STATUS:

Please indicate any damage to the artwork. Provide information about any restoration work, specifying—where possible—the date and the person responsible for the restoration. Please provide any available information and documentation regarding the technical and conservation aspects of the artwork.

DECLARATIONS AND/OR CERTIFICATIONS OF AUTHENTICITY AND ORIGIN MADE BY THIRD PARTIES:

Describe the nature of any declarations and certifications, which must be attached in scanned copies and provided in originals where requested.

PROPERTY AND ORIGIN:

CURRENT OWNER:

Surname and Name:

Address:

tel.:

e-mail:

purchase date:

PREVIOUS OWNER:

(Please include all known information, including address, contact information, and date of purchase.)

NAME and SURNAME	NATIONALITY and ADDRESS	DATE

PHOTOGRAPHIC IMAGES

Include a photograph of the front and back of the work, as well as a photograph of the signature (if any) and any legible inscriptions on the work. Images submitted must be high-resolution (jpg or tiff format - minimum 300 dpi - at least 3000 pixels on the short side).

PHOTO LIST:

PHOTO N. 1 (BRIEF DESCRIPTION OF THE SUBJECT)

PHOTO N. 2 (BRIEF DESCRIPTION OF THE SUBJECT)
PHOTO N. 3 (BRIEF DESCRIPTION OF THE SUBJECT)
PHOTO N. 4 (BRIEF DESCRIPTION OF THE SUBJECT)
PHOTO N. 5 (BRIEF DESCRIPTION OF THE SUBJECT)
PHOTO N. 6 (BRIEF DESCRIPTION OF THE SUBJECT)
PHOTO N. 7 (BRIEF DESCRIPTION OF THE SUBJECT)
PHOTO N. 8 (BRIEF DESCRIPTION OF THE SUBJECT)

OTHER DOCUMENTATION:

(if the answer is yes, list the attached documents IN DIGITAL FORMAT JPEG; PDF; TIFF)

The APPLICANT DECLARES

the accuracy of the information and data contained in the request and is willing to provide all documentation proving their veracity; aware that anyone making false statements will be punished under the Criminal Code and specific laws on the matter, pursuant to and for the purposes of Article 46 of Presidential Decree No. 445/2000.

ACCEPT THE FOLLOWING:

Given that

- A. the Marino Marini Foundation is responsible for archiving the Master's works, deemed autographed by the Committee for Authentication and Archiving;
- B. the Foundation, also at the request of collectors, carries out an activity of control, verification and archiving of works and documents relating to the production of the artist Marino Marini, according to its unquestionable judgment and the unanimous decision of the Committee members;
- C. the activity of evaluating the Work in itself implies the solution of particularly difficult technical problems by particularly qualified subjects, as in the case of art experts, also pursuant to and for the purposes of Article 2236 of the Civil Code;
- D. The evaluation of the Work and the subsequent decision to accept or reject archiving constitute an expression of the right to free expression of critical thought, pursuant to art. 21 of the Constitution, which excludes any consequent liability for contractual or non-contractual damages, except in cases where the review process, based on current knowledge, is flawed by fraud or gross negligence;

E. the Applicant declares to have read and fully accept the Regulations of the evaluation procedure of the Marino Marini Foundation, in the version published on the institutional website of the Foundation on the date of signing this APPLICATION, available at [<https://fondazionemarinomarini.it/autentiche/>].

Having said all this,

considering the premises and attachments to be a substantial and integral part of this Application for inclusion in the archive and catalogue raisonné of Marino Marini's works established and preserved by the Marino Marini Foundation of Pistoia (hereinafter, for brevity, "Application"), the following is agreed.

1. Nature and value of the opinion of the Committee for Authentication and Archiving

The opinion of the Authentication and Archiving Committee is a collegial act. As an expression of critical and scholarly evaluation, it reflects the Committee's shared and unanimous opinion based on the knowledge available at the time of the review.

2. Consideration

The Applicant is required to pay, at the time of the request, a fixed, non-refundable fee for the preliminary processing and examination costs of the work. Failure to pay will result in no application being accepted. If the application is accepted, a fee will be required for issuing a certificate of inclusion of the work in the Foundation's archives and its storage at its headquarters. The fees are indicated in the Cost Table attached hereto as Appendix 1. Payments are to be made to: Beneficiary: Fondazione Marino Marini — IBAN: IT19X0306913830100000001139 — Banca Intesa San Paolo — BIC/SWIFT Code: BCITITMMXXX.

Payments must include the following in the reason for payment:

- “ Fixed investigation costs [applicant name]” for starting the procedure
- “Issuance of certificate [application protocol number]” for issuing any certification of archiving of the work

The fixed processing costs cannot be refunded under any circumstances, not even in the event that the work is denied entry into the Archive of Marino Marini's Autograph Works.

3. Delivery of the Work and deposit report

The Foundation, through its Authentication and Archiving Committee, requires the physical presentation of the original work for the evaluation of the work.

Delivery of the work and documentation is a prerequisite for the direct examination; otherwise, the examination cannot take place.

Original documents or certified copies can be sent by regular mail to the Marino Marini Foundation headquarters. If sent by courier, the material must be delivered Monday through Thursday between 8:30 a.m. and 1:30 p.m. and 3:00 p.m. and 6:00 p.m., or at another time agreed upon with the secretariat by calling 0573 31332.

The direct examination of the work and all related documentation will be carried out collegially by the Pro Tempore Authentication and Archiving Committee of the Marino Marini Foundation only upon physical delivery of the work to the headquarters of the Marino Marini Foundation — Corso Silvano Fedi, 30 - 51100 Pistoia (PT) — or another location indicated for this purpose, on the date of the meeting which will be communicated to the interested parties.

Upon delivery of the work for direct examination, the Applicant is required to present:

(i) n. 4 identical photographs of the entire work, measuring 24x18 cm. Photographs of dimensions other than those indicated will not be permitted;

4. Transport, Storage and Return of the Work

The Applicant undertakes to send, at his/her own expense, to the headquarters of the Marino Marini Foundation, within the terms indicated by the Foundation itself, the original work to be examined contextually with this Agreement, duly signed for acceptance, together with the requested documentation on the work.

The transport of the work will be at the expense of the Applicant and under his exclusive responsibility.

The work is consigned for storage with the Owner, the Applicant, and any third parties entitled to compensation, including in the event of gross negligence by the Members of the Authentication and Archiving Committee and, in general, by the Foundation and its employees.

The Marino Marini Foundation, in receiving the work for the aforementioned purposes, is expressly exempt from any charges/obligations, including financial ones, inherent in its storage, as well as from any contractual and/or non-contractual liability for direct and/or indirect damages or any damages resulting from any event or cause. The entitled applicant waives any right to claim compensation for damages or indemnity for any reason whatsoever.

Upon delivery and return, a specific report (ANNEX 2) will be drawn up, signed by the Applicant and the Foundation's representative. In the event of delivery and collection of the work by a courier or third-party operator, the transport documents of the appointed company will serve as proof.

If the artwork is not promptly collected by the owner or his/her representative immediately after the session, the Marino Marini Foundation may impose a penalty of €100 for each day of delay, without prejudice to the reimbursement of any costs for the conservation of the artwork.

5. Additional technical investigations

If the Authentication and Archiving Committee deems further evaluation by experts or technicians selected by the Marino Marini Foundation necessary, it will submit a written estimate to the Applicant.

6. Positive outcome: Certificate of Authentic Archiving and obligations in case of transfer

If the approval is unanimous, the Marino Marini Foundation archives the work in the appropriate registers, assigning it a unique archiving code. It also issues the applicant a photo of the work with, on the back, a certificate of archiving showing the unique number, title, date, technique, and dimensions, as well as the date of the Committee meeting.

Duplicates are not issued. In the event of loss or destruction of the original, the applicant or owner may request the Marino Marini Foundation to issue a replacement certificate, subject to approval by the Committee and payment of administrative costs. The replacement certificate will include the date and number of the original certificate and the wording "issued to replace the lost/destroyed original."

Owners of works accompanied by certificates of authenticity signed by Mrs. Marina Marini—which do not have a cataloging number in the archive held by the Foundation—can request that they be included in the archive of Marino Marini's autographed works, following the procedures indicated in the Regulations.

In the event of a subsequent transfer of the Work, the Applicant and/or the owner of the Work undertakes to notify the Marino Marini Foundation of the transfer of ownership. The Applicant and/or the owner of the Work also undertakes to provide their successor with the Marino Marini Foundation's contact information and any other information that may be useful for contacting the Foundation, in order to communicate the acquisition of the Work and update the database accordingly.

7. Suspension of judgment

If there is insufficient evidence to make a judgment, or if there is a lack of unanimity or a shared inability to reach a sound assessment, the Authentication and Archiving Committee reserves the right, at its discretion, to suspend the evaluation process. Suspension does not constitute a negative outcome of the process. The work will be included in the "Works under Study" section of the Marino Marini Foundation Archive.

8. Evaluation execution terms

The Marino Marini Foundation undertakes to communicate the outcome of the archiving request within 15 days of verifying the original work.

9. Review of the judgment in light of new knowledge

In any case, the Marino Marini Foundation reserves the right to modify its opinion on the examined Work in the future in light of new evaluation elements and new technical and scientific knowledge.

The owner is responsible for verifying its relevance after a significant period of time, or in the presence of developments in historical-artistic or technical-scientific knowledge, or other factual elements that warrant a reassessment of the work's authenticity; this notation may also be included in the text of the Certificate itself.

If the Committee unanimously decides to revoke a previously expressed positive opinion, the Marino Marini Foundation will notify the owner of the work registered in the database in writing of the revocation, with a brief explanation and an invitation to return the original certificate. It will update the Register of Autograph Works with a note of the revocation. It will also include the work in the Register of Works Under Study or the Register of Non-Attributable Works, depending on the outcome of the revaluation. The owner has the right to submit written comments and new documentation within 30 days of receiving the notification, before the revocation becomes final.

10. Negative outcome: archiving in the Register of Non-Attributable Works

In the event of a unanimous negative opinion from the Authentication and Archiving Committee, the Marino Marini Foundation will communicate by email the rejection of the Work's application for inclusion in the Archive, together with a brief explanation of the reasons for the decision, and will proceed to include the Work in the Register of Non-Attributable Works, noting the date of the examination.

In the event of refusal to archive, no code will be placed on the back of the work; no provisional archiving code will be issued in the event of an extension of the evaluation period; the work will receive an archiving code only in the event of a positive outcome of the evaluation, and upon completion of the evaluation.

The Applicant irrevocably undertakes not to place the Work on the market nor to sell it, transfer it in any capacity or advertise it in any manner and/or by any means as an authentic work by Marino Marini, from the date of receipt of the notification of negative outcome.

11. Unlawful origin and reporting obligations

Should the origin of the Work or its production be found to be unlawful, constituting criminal offenses, the Marino Marini Foundation reserves the right to make any necessary and/or mandatory disclosures to third parties and the competent authorities, without the right to raise any objections on the part of the Applicant. Any sums already paid will not be refunded.

The Marino Marini Foundation therefore reserves the right to report to the competent judicial authorities, pursuant to Articles 518- quaterdecies and 709 of the Italian Criminal Code, Legislative Decree 42/2004, and any other applicable law, any works unanimously deemed to be infringing. The Applicant has no right to object to such notification.

12. Catalogue Raisonné

Should the Marino Marini Foundation prepare a new Catalogue Raisonné, it reserves the right to include the Work and to choose its presentation and publication methods. The Applicant may specify how ownership is indicated in the Catalogue Raisonné. Failure to include the Work in the Catalogue Raisonné does not constitute a judgment of its inauthenticity.

Inclusion in the catalogue raisonné is separate from archiving in the Archive of Autograph Works and is part of the editorial and scientific choices of the Marino Marini Foundation.

13. Rights of economic exploitation and reproduction of the Work

The Marino Marini Foundation owns the rights, pursuant to Law 633/41, to the economic exploitation of the works of the aforementioned Artist and therefore has the exclusive right to reproduce the Work in any manner it deems most appropriate, including on its website and social media channels, as well as to allow third parties to reproduce and/or publish it. The Marino Marini Foundation is therefore not required to pay any compensation for the use of the Work's image in catalogs or other publications.

14. Limitation of the Foundation's liability — Indemnity

14.1. Nature of judgment and the non-binding nature of critical evaluation

The Applicant expressly acknowledges and recognizes that:

- the opinion expressed by the Committee for Authentication and Archiving constitutes a collegial critical and scientific opinion adopted unanimously, an expression of the free expression of thought protected by art. 21 of the Constitution, and as such its content cannot be challenged by any judicial authority;

- the performance of the Marino Marini Foundation is classified as an obligation of means, not of result: the Foundation undertakes to carry out the evaluation activity with the qualified diligence required by art. 1176, paragraph 2, of the Civil Code and with the expertise appropriate to the nature of the service, without guaranteeing the achievement of a specific outcome;
- the evaluation activity involves the solution of particularly difficult technical problems, pursuant to and for the purposes of art. 2236 of the Civil Code

14.2. Exemption from liability for slight negligence

To the fullest extent permitted by law, and with the sole exception of cases of willful misconduct and gross negligence—which are expressly excluded from exemption pursuant to Article 1229, paragraph 1, of the Italian Civil Code—the Applicant irrevocably waives any claim, legal action, or recourse, including compensation, against the Marino Marini Foundation, the members of the Authentication and Archiving Committee, its bodies, collaborators, and consultants, for any direct or indirect, contractual, or non-contractual damages arising from:

- from the outcome of the evaluation, positive or negative;
- from the suspension of the judgment;
- from the execution times of the evaluation, within the contractually agreed deadline;
- from the use of the evaluation results by the Applicant, the owner or third parties;
- from any future evaluation by the Foundation that modifies a previously expressed opinion, in the presence of new elements or new technical-scientific knowledge.

The waiver referred to in this section 14.2 is valid and enforceable only to the extent that it concerns cases of minor negligence, pursuant to art. 1229 of the Italian Civil Code, and cannot be interpreted or applied in such a way as to exclude or limit the Foundation's liability for fraud or gross negligence.

14.3. Quantitative limitation of residual liability

Without prejudice to the mandatory provisions of Articles 1229 and 2236 of the Italian Civil Code, and with the express exclusion of cases of fraud and gross negligence for which no quantitative limit applies, the overall liability of the Marino Marini Foundation towards the Applicant, for any contractual reason, is in any case limited to the lump sum of € [indicate: it is suggested an amount equal to the consideration paid, or a multiple thereof not exceeding three times], inclusive of any item of damages, including consequential damages, loss of profits and non-pecuniary damages where theoretically compensable.

The limit referred to in this point 14.3:

- does not apply in cases of fraud or gross negligence on the part of the Foundation or of the members of the Authentication and Archiving Committee;
- does not apply in cases of personal injury, where abstractly configurable;
- applies to the total amount of all damages attributable to the Foundation in the single evaluation procedure, and cannot be exceeded as a result of the accumulation of compensation claims based on different contractual or extra-contractual titles relating to the same procedure.

14.4. Indemnity for third party claims

The Applicant undertakes to indemnify, hold harmless, and hold harmless the Marino Marini Foundation, the members of the Authentication and Archiving Committee, its bodies, collaborators, and consultants, from any claim, action, demand, or request for compensation made by third parties—including, but not limited to, subsequent purchasers of the Work, galleries, auction houses, intermediaries, and exhibitors—for non-contractual damages, directly or indirectly arising from the judgment expressed by the Marino Marini Foundation in the appraisal process. The indemnity referred to in this section 14.4 applies between the Parties to this Agreement and does not prejudice the right of any injured third parties to take direct action against the Foundation pursuant to Articles 2043 et seq. cc In such case, the Applicant will be required to reimburse the Foundation, within 30 days of the relevant written request, the sums that the Foundation has been ordered to pay to the third party, as well as the legal costs incurred for its defense, unless the damage is attributable to fraud or gross negligence on the part of the Foundation itself.

15. Processing of personal data

Pursuant to the provisions of European Regulation 2016/679 (GDPR), the Applicant declares to have been informed about the purposes and methods of the processing, the nature of the provision, the consequences of any refusal, his/her rights and the exercise of the same, the subjects to whom the data may be communicated and the scope of dissemination of the data themselves, the company name and the headquarters of the Data Controller according to the information attached as ANNEX 3.

16. Language of the Agreement and prevalence of the Italian text

This Agreement and the certification documents are drafted in Italian. In the event of translation of these documents into another language, in the event of any discrepancies in meaning, the Italian version shall prevail.

17. Applicable law

This Agreement, each of its clauses and any aspect not expressly regulated herein, shall be governed by Italian law.

18. Dispute Resolution and Jurisdiction

The Parties will submit all disputes arising from or in connection with this Agreement, including those relating to its validity, interpretation, effectiveness, execution, and termination, to mediation through a mediation body authorized pursuant to Legislative Decree 28/2010, based in Pistoia, in accordance with the relevant regulations, which the Parties declare to know and accept in full. In the event of failure to resolve the dispute amicably, the Court of Pistoia will have exclusive jurisdiction.

Signatures

Date [indicate], Place [indicate]

Applicant

* * *

I declare that I have carefully read all the clauses and contractual conditions above and that I accept and approve them in full, and in particular the clauses:

n. 4) Transport, Storage, and Return of the Artwork (including penalties for failure to collect); n. 5) Additional technical checks and non-recoverability of amounts paid; n. 10) Negative outcome and irrevocable obligation not to place the work on the market as authentic; n. 14) Limitation of the Foundation's liability — Indemnity (sub-clauses 14.1, 14.2, 14.3, and 14.4); n. 18) Mediation clause and exclusive jurisdiction of Pistoia, including the privacy policy;

pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code.

Date [indicate], Place [indicate]

Applicant

COSTS

FIX CONTRIBUTION

For preliminary investigation € 300.00 + VAT

DRAWINGS (paper, card etc.)

Pencil or ink drawing € 500,00 + VAT

Small tempera € 700,00 + VAT

Medium-large tempera € 1.000,00 + VAT

PAINTINGS (canvases, canvas-backed paper, panel etc.)

Small (larger side less than 50 cm) € 1.000,00 + VAT

Large (larger side greater than 50 cm) € 1.500,00 + VAT

Sculptures

Head and busts € 2.000,00 + VAT

Figures (larger side up to 60 cm) € 2.500,00 + VAT

Figures (larger side greater than 60 cm) € 3.000,00 + VAT

Small horses and riders (larger side up to 60 cm) € 2.500,00 + VAT

Medium horses and riders (larger side 60-120 cm) € 3.000,00 + VAT

Large horses and riders (larger side greater than 120 cm) € 5.000,00 + VAT

ANNEX 2

Pistoia, _____

Today the undersigned _____, _____, employee of the Marino Marini Foundation of Pistoia, collects the work _____

The work is delivered by Mr. _____, on behalf of _____ for submission to the Authentication and Archiving Committee of _____.

The terms and conditions set forth in the filing request are hereby confirmed, with particular reference to point 4. Upon receiving the work for the aforementioned purposes, the Marino Marini Foundation is expressly exempt from any charges or obligations, including financial ones, relating to its safekeeping, as well as from any contractual and/or extra-contractual liability for direct and/or indirect damages or any damages resulting from any event or cause. The applicant, who is entitled to file claims for compensation or indemnity for any reason whatsoever, waives all rights to do so.

The recipient

The deliverer

The work is returned on ____/____/____ to Mr. _____, _____

The deliverer

The recipient

ANNEX 3

INFORMATION ON THE PROCESSING OF PERSONAL DATA

Pursuant to Articles 13 and 14 of Regulation (EU) 2016/679 ("GDPR")

1. Data Controller

The Data Controller is FONDAZIONE MARINO MARINI, with registered office in PISTOIA, CORSO SILVANO FEDI, 30 CF/P.IVA 00991570474, contactable at the following addresses:
Email: info@fondazionemarinomarini.it

2. Personal Data Processed

The Data Controller will process your personal data, including, by way of example:

- Personal and contact information (name, surname, address, email, telephone number).
- Administrative and tax data (tax code, VAT number, bank details where applicable).
- Data relating to the work in question

3. Purpose and Legal Basis of Processing

Your personal data is processed for:

- **Execution of the practice:** archiving procedure
- **Legal obligations:** to fulfill obligations under laws, regulations, or EU legislation (e.g., accounting and tax obligations).

4. Processing Methods

Data will be processed using paper, computer, and electronic means, using methods strictly related to the purposes indicated and, in any case, in a way that guarantees the security and confidentiality of the data.

5. Data Retention

The data will be retained for the time strictly necessary to achieve the purposes for which they were collected and, subsequently, for the periods established by current legislation.

6. Data Recipients

The data may be disclosed to third parties acting on behalf of the Data Controller (e.g., committee members, tax advisors, credit institutions, IT service providers), duly appointed as Data Processors. The data will not be disclosed outside the European Economic Area (EEA).

7. Your Rights

At any time, pursuant to Articles 15-22 of the GDPR, you have the right to request access to your data, its rectification, erasure, restriction of processing, or object to its processing. You can exercise these rights by sending a written request to the Data Controller's contact details indicated in point 1 .

You also have the right to lodge a complaint with the Italian Data Protection Authority, which can be found on the official website of the Italian Data Protection Authority.