FONDAZIONE MARINO MARINI PISTOIA

N. PROTOCOLLO_____DEL_____

(a cura della Fondazione Marino Marini all'atto dell'arrivo dell'istanza alla Fondazione)

Dear Marino Marini Foundation
Corso Silvano Fedi 30
51100 Pistoia

APPLICATION FOR INCLUDING THE ARCHIVE AND THE GENERAL CATALOGUE RAISONNÉ OF MARINO MARINI'S WORKS

THE APPLICANT[1]

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.

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

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.

INSCRIPTIONS:

Accurately record the signature, date, inscription, and any other markings 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 passe-partout, other supports and frames.

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

CONSERVATION STATUS:

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 PROVENANCE MADE BY THIRD PARTIES:

Describe the nature of any declarations and certifications, which must in any case be attached in digital copies and provided in original 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

including 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)

OTHER DOCUMENTATION: ☐ SI ☐ NO

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

1.
2.
3.
4.
5.

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 REQUEST, available at [https://fondazionemarinomarini.it/autentiche/].

F. the preamble and attachments are 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")

Given all of the above, 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 application, 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 to issue a certificate of inclusion of the work in the Foundation's archives and to maintain it at its headquarters. The fees are indicated in the Cost Table attached hereto as Appendix 1. Payments must 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 [*procedure protocol number*]"** for issuing any certification of archiving of the work

The fixed processing fees cannot be refunded under any circumstances, not even if 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, subordinates the evaluation of the work to the physical exhibition of the original 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 sending 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 Authentication and Archiving Committee pro tempore 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:

- n. 4 identical photographs of the entire work, measuring 24x18 cm. Photographs of dimensions other than those indicated will not be permitted;
- This document must be signed in original if not already sent with a certified digital signature.

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 delivered to the storage facility with the Owner, the Applicant, and any third parties entitled to compensation, even in the event of gross negligence by the Members of the Authentication and Archiving Committee and, in general, by the Foundation and its employees.

Upon receiving the artwork 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 entitled applicant waives the right to make claims for compensation or damages 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

The Committee can also avail of the consultancy of restorers specialized in various conservation fields (painting, metals, paper, wood, plaster, and other plastic materials). The Committee may also request specialist services and laboratory tests from the submitter, including but not limited to: X-rays, invasive chemical analyses (non-destructive or destructive), radiocarbon dating, etc.

Specialist investigations and additional laboratory tests must be performed by professionals and institutes of clear and proven reputation with the appropriate certifications.

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 photograph of the work with, on the back, a certificate of archiving, indicating 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

The Foundation and its bodies have a non-enforceable obligation to report to the Judicial Authorities any work unanimously deemed to be counterfeit, as well as any evidence or indication that constitutes criminal offenses relating to cultural heritage or the unlawfulness of the work's provenance and production (pursuant to Legislative Decree 42/2004, Articles 518-quaterdecies and 709 of the Criminal Code, and any other applicable legislation). In such cases, the Foundation will make the necessary communications to the competent authorities and third parties, without the applicant being able to raise objections or demand the return of sums already paid, as expressly declared and signed in the application.

12. Catalogue Raisonné

Should the Marino Marini Foundation prepare a new Catalogue Raisonné, it reserves the right to include the Work and to choose the presentation and publication methods. The Applicant may specify how to indicate ownership in the Catalogue Raisonné:

If not indicated, " *private collection* " will be inserted for private collectors and " *name of institution - Place* " for all institutions such as Foundations and Museums

Failure to include a 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 equal to the consideration paid inclusive of any damages, including consequential damages, loss of profits and non-pecuniary damages where theoretically compensable.

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 evaluation process, all within the limits set forth in the Civil Code.

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, should there be 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.

Date _____, Place _____

Applicant

_____

_____

signature[2]



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

the clauses in the preamble; n. 4) Transport, Storage and Return of the Artwork (including penalty for failure to collect); n. 5) Additional technical checks and non-recoverability of sums 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 _____, Place _____

Applicant

_____

_____

signature[3]



[2]This document can be signed with a certified digital signature
[3]This document can be signed with a certified digital signature

ANNEX 1

COSTS

FIXED CONTRIBUTION

Fixed processing costs	€300.00

ARCHIVAL FEE[4]

DRAWINGS (paper, cardstock, etc.)

Drawing in ink, pencil or pencil	€500.00
Small tempera	€700.00
Medium - large tempera	€1,000.00

PAINTINGS (canvases, canvas papers, boards, etc.)

Small (longest side less than 50 cm)	€1,000.00
Large (longest side greater than 50 cm)	€1,500.00

SCULPTURES

Heads and busts	€2,000.00
Figures (longest side up to 60 cm)	€2,500.00
Figures (longest side over 60 cm)	€3,000.00
Small horses and riders (longest side up to 60 cm)	€2,500.00
Medium horses and riders (longest side between 60 and 120 cm)	€3,000.00
Large horses and riders (longest side over 120 cm)	€5,000.00

[4]In addition to VAT, other taxes and additional charges if applicable

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.