



REGULATIONS FOR THE REPRODUCTION OF
ASSETS OF THE HISTORICAL, ARTISTIC,
ARCHAEOLOGICAL AND ARCHITECTURAL
HERITAGE OF THE MUSEUMS APPOINTED TO
THE FONDAZIONE TORINO MUSEI

Article 1 – General principles and objectives

- 1.1 The present Regulations govern the reproduction and the use of assets belonging to the historical, artistic, archaeological and architectural heritage of the Museums managed by the Fondazione Torino Musei, according to the rules in force, of the Law of Cultural and Landscape Heritage (Law by Decree 42/2004) and of the laws of copyright protection (Law 633/1941).
- 1.2 It is the Foundation's interest to promote the enhancement, study and artistic and scientific research, as well as the spread and knowledge of the heritage itself, prompted by principles of transparency and economy.

Article 2 – Field of application

- 2.1 The present Regulations are applied to reproduction requests of any asset, or part of it, belonging to the historical, artistic, archaeological and architectural heritage entrusted to the Foundation.

REPRODUCTION RIGHTS

Article 3 – Procedure for requesting reproduction

- 3.1 The Fondazione Torino Musei is the owner of every right inherent to the reproduction of every asset or part of it belonging to the heritage entrusted to the Foundation as provided by article 2 of the Convention signed with the City of Turin for the "Concession of use of assets entrusted to the management of the museum services".
- 3.2 Ex article 107 of the Law of Cultural Heritage, holding as valid the needs of safeguarding the physical and cultural integrity of the cultural assets entrusted to the Foundation and the provisions in the matter of copyright, the faculty of reproduction with whatever instrument, technique, procedure, even at present unknown, and the instrumental and temporary use of such assets and of the material relative to the same (photographic prints, negatives, slides, digital images, film or television filming, tapes, optical discs, casts, surveys and other) can be the object of concession.
- 3.3 Every request for reproduction, whether formulated by public entities or by private individuals, will be addressed to the Director of the Photographic Archive, and must contain all the necessary data and information for evaluating and fulfilling it. In particular the applicant must indicate: means, modality, place in which the reproduction will be carried out, objectives and destination of the same, the quantity he intends to obtain and to release on the market, as well as the forms of distribution. The Director of the Photographic Archive may, if necessary, ask the opinion of the Director of the Museum to whom the reproduced asset is assigned.

- 3.4 Every request for reproduction must be accompanied by the commitment to respect the Regulations adopted by the Foundation for the concession.
- 3.5 On the basis of the above-mentioned elements, the Director of the Photographic Archive will express his evaluation according to the criteria laid down in the present Regulations and will issue, on the respective merits, an authorization or reasoned refusal.
- 3.6 The present Regulations also allow for the owners' rights or those parties holding the rights regarding those assets conserved in the Foundation on permanent, long- or short-term loan, or deposit. In the case of rights held by third parties existing, these parties must be informed by the user in order to obtain the specific authorization. Eventual different agreements contained in the acts governing the legal regime of loans of the asset in the civic collections will be made known at the moment of application.
- 3.7 The Foundation is not responsible for eventual rights that are due to living authors or their heirs; it is the responsibility of the applicant to obtain the specific authorizations, even on the part of the SIAE or of the publishing houses of the respective countries.

Article 4 – Concession fees, reproduction remuneration

- 4.1 The reproduction of a cultural asset is subject to the payment of concession fees and remuneration as set down in the relevant table of tariffs, enclosed with the present Regulations.
- 4.2 Calculation of the concession fees and remuneration linked to the reproductions allows for:
 - the nature and objectives of the activities that the concessions of use refer to;
 - the modalities and means of execution of the reproductions;
 - the type and time taken of the spaces and assets;
 - the use of the reproductions themselves, with reference also to the economic benefit of the receiver, the modalities of distribution and the quantity that is intended to be released on the market.
- 4.3 Fees are paid in advance, on penalty of the revocation of the authorization.
- 4.4 The Foundation reserves the right to ask for the reimbursement of further costs eventually sustained for research, technical assistance, or for whatever other reason, according to what is set down in the table of tariffs.
- 4.5 Except for different agreements communicated at the moment of authorization, the fees and remuneration for the assets conserved by the Foundation under whatever title (eg, permanent, long- or short-term loan) are paid to the Foundation.
- 4.6 The fees and remuneration present in the enclosed tariff do not include IVA (VAT), where applicable. Likewise, the costs of delivery and packing of the reproductions or in any case of the material requested, bank charges and any other inherent or consequent cost are to be paid by the applicant/s.
- 4.7 In the event of the introduction of an automatized online procedure for submitting the reproduction request of a cultural asset and for effecting the consequent payment of the concession fees, a system of progressive credits will be set up verifiable on the expressly organized site.

- 4.8 The tariffs in the enclosed table can be subject to revision by the Foundation, by means of the specific Provision.

Article 5 – Urgent requests

- 5.1 In the case of requests to be processed with justified urgency, within the next 48 hours, the tariffs will be increased by 100%. The right of news reporting, as under the subsequent article 7.3, is protected.

Article 6 – Rules governing the concession

- 6.1 The concession is not assignable nor transferable and is granted not exclusively and for only the one agreed use, prior to verification of the prescribed requisites, of payment of the fees, of any eventual remuneration and copyrights or the rights of third parties, and of the deposit, where requested.
- 6.2 Each item reproduced must indicate, in the manner envisaged by the case, the specific details of the original work (author, title, dimensions, techniques and materials, provenance and date), the Museum it comes from, and it must bear the phrase “*by courtesy of the Fondazione Torino Musei*”, as well as explicit notice of the ban on further reproduction or duplication by any means whatsoever.
- 6.3 Except for special agreements three copies of the publication or reproduction must be consigned to the Foundation, within a month of its realization or publication.
- 6.4 Any use other than the one expressly authorized is forbidden. For any further and/or different use, new written authorization from the Foundation is necessary and the payment of the relative fees and remuneration.
- 6.5 It is absolutely forbidden to insert the reproductions conceded into autonomous data banks and archives, digital and not.
- 6.6 In compliance with article 109 Law of Cultural Heritage, if the concession has as its object the reproduction of cultural assets or of photographing or filming in general, in whatever form it is realized, whether it is realized for the Foundation or for the applicant himself, this is subject:
- to depositing with the Foundation two original copies of every reproduction or shoot, according to the modalities stated in the subsequent article 9;
 - to the consignment, after use, of the original reproduction (negative, slide, film....) in the times indicated in the subsequent article 8.
- 6.7 In the case of the use of professionals employed by the applicant for the reproduction (subsequent article 9.5), the photographer and/or camera operator, together with the applicant/client, renounce copyright of the image in the moment of executing the shot, leaving a suitable declaration of assignment in favour of the Fondazione Torino Musei of all the inherent rights of use. It is the responsibility of the applicant to produce such a declaration for the Foundation at the moment of consigning the original or the negative, on penalty of the revocation of the authorization.
- 6.8 For photographic prints from an original negative on plate of historical importance, for preservation aims, a duplicate on film or in a digital format (in relation to the condition of the support) of the selected image is due to the Foundation.

Article 7 – Reproductions not subject to the payment of rights

- 7.1 The acquisition of reproductions for strictly personal use or for reasons of study (scholastic and/or university) is subject merely to the reimbursement of costs sustained by the Foundation. In this case the applicant must underwrite a pledge that he will not divulge, publish, or sell to the public the copies obtained.
- 7.2 Reproductions requested by public entities for research, study or promotional purposes are also exempt. Applicants are, however, obliged to reimburse the costs of shooting and of accompaniment foreseen in the case of publication.
- 7.3 The right of news reporting is protected. By right of news reporting, communication to the public undertaken within the limits of the aim of diffusing information in conformity with article 65, paragraph 2, Law 633/1941 is intended.

TYPE OF REPRODUCTION

Article 8 – Slides, photographic prints and digital images

- 8.1 For the duplication of transparencies and for photographic prints from negatives belonging to the Foundation, and for new analogical or digital shots the applicant must make use of the services offered by the Foundation.
- 8.2 The costs relative to the duplication, printing and eventual new shots – in two copies – are to be paid by the applicant, according to the conditions established in the tariff enclosed.
- 8.3 To obtain the hire of transparencies and digital images in high resolution that the Foundation has available, the relevant request formulated to the Director of the Photographic Archive in the terms as at the preceding article 3.3 is necessary.
- 8.4 The hire fee must be paid even if it is not used.
- 8.5 Transparencies must be returned within the maximum time of three months from the date they were consigned to the applicant, in their own integral packaging with the original accompanying document.
- 8.6 In the case of delay in the return an additional sum will be due with respect to the established amount for hire, indicated in the enclosed tariff.
- 8.7 For every slide lost or damaged the penalty indicated in the enclosed tariff will be due.
- 8.8 With the payment of the remuneration for hire one has the shared right of use of the image, for a printed edition, in one language, for one television appearance, or for a single website in one language.
- 8.9 For subsequent editions, for further television appearances, as well as for every different use a specific request must be presented and the rights of reproduction as established in the present tariff must be paid. No use that differs from the one declared in the request is legitimate without specific written authorization.
- 8.10 In particular the unauthorized duplication in whatever form (analogical or digital) is forbidden; the images cannot be conserved in any way or archived by the consignee or become part of an archive, whether digital or not.
- 8.11 For the photographic material in the possession of the Fondazione Torino Musei and relative to assets that do not belong to it, but are conceded to it on deposit, loan or other, the present Regulations (point 3.5) apply along with the fees established in the enclosed tariff, prior to agreement with the owner of the asset. The use of the image must however concur in full respect of the copyrights and those of third parties.
- 8.12 It is forbidden to copy, transfer under whatever right to third parties, or to publish online the slides and images obtained by hire.

Article 9 – Photographic, film and television shoots

- 9.1 If images reproducing works, places of exhibition or contexts pertaining to the Museums managed by the Foundation are not available in the formats requested,

the applicant can be authorized, prior to payment of the remuneration, to have new shots, answering his requirements, realized.

- 9.2 The request, formulated according to the indications stated in the preceding article 3.3, must also include an exact list of the works and places that will be subject to the shooting.
- 9.3 The realization of the new image will be effected by the Foundation by accredited photographers and cameramen, according to the modalities and times agreed with the Foundation.
- 9.4 Every new shot will be realized in two copies: the first copy will be immediately consigned to the Foundation; the second copy will be consigned to the applicant, who, after the authorized use, must return it to the Foundation within 3 months of it being consigned.
- 9.5 At the discretion of the Foundation, authorization may be given for photographers not accredited with the Foundation to photograph works, places of exhibition or contexts pertaining to the Museums.
- 9.6 The photograph will be realized in two copies: the first copy will be consigned to the Foundation within 15 days from the shoot, and accompanied by the declaration as at the previous article 6.7; the second copy must be consigned to the Foundation, after the authorized use, within 3 months from the shoot.
- 9.7 In the case of delay or no consignment the penalties established at the preceding points 8.6 and 8.7 will be charged to the applicant.
- 9.8 In both cases the costs of realization and the costs for the assistance and/or accompaniment established in the enclosed tariff will be entirely paid by the applicant and charged separately.

Article 10 – Particular cases

- 10.1 The Foundation can, with good reason, exclude from being reproduced or from specific reproduction techniques those assets that, due to their particular state of conservation, may be damaged by it.
- 10.2 As a rule works to be reproduced must not be removed from their specific place, removed from walls or freed from frames or display cases, unless by authorization of the Foundation and in the presence of employees of the Foundation.
- 10.3 The present Regulations apply also to modalities, techniques, instruments and procedures of reproduction that are not currently known.
- 10.4 Except in particular cases, reproductions and shoots of works under restoration are not allowed.

PUBLICATION RIGHTS OF THE REPRODUCTIONS

Article 11 – Paper publication

- 11.1 For the reproductions destined for publication on paper the right indicated in the tariff must be paid.
- 11.2 The publisher is obliged under the request of advance authorization as at the preceding article 3, for the correct use of the illustrative material, to print on every example reproduced the specific details as at the preceding article 6.2.

- 11.3 The publisher is obliged, where requested by the Foundation, to send a proof in advance.
- 11.4 Theses and all other works useful to the achievement of study qualifications are not considered publications.
- 11.5 The right is considered to be paid for the number of copies declared and for a single edition, in a single language.
- 11.6 In every case the reimbursement of costs is always due.
- 11.7 For every subsequent edition or reprint it is necessary to request the authorization again, prior to payment of the relative rights.

Article 12 – Multimedia editions, Internet websites and TV transmissions

- 12.1 For reproductions destined for publication in multimedia editions, in Internet websites and in TV transmissions the right indicated in the tariff for every typology must be paid.
- 12.2 The user is obliged under the request of advance authorization, as at the preceding article 3, for the correct use of the material, to print on every example reproduced the specific details as at the preceding article 6.2, and to indicate that it is forbidden to extrapolate and reuse the images contained in the supports.
- 12.3 Except in specific cases (television filming), the user is obliged to send a reproduction (CD-ROM, DVD, web page, film) to the Foundation.
- 12.4 The payment of reproduction rights gives the right to shared (not exclusive) use, not transferable to third parties, according to the cases: for the number of copies (of CD-ROM or DVD) declared, in a single language, for a single web page in a single language, for a single television appearance, in a single language. For every subsequent use it is necessary to request the authorization again, prior to payment of the relative rights.
- 12.5 The reproduction of images for Internet sites and TV transmissions must be realized in low resolution, so as not to allow a reuse of the image by unauthorized third parties.

SALE

Article 13 – Sale (not finalized to publication)

- 13.1 The price of sale to the public of material that is available to the Foundation (colour or black-and-white photocopies, prints from digitalized images or other) is indicated in the enclosed tariff and does not give the right to reproduction nor include the faculty of reproduction unless explicitly conceded.
- 13.2 The use and publication of the material acquired must be expressly authorized prior to the payment of the relative rights.
- 13.3 The use of the material thus acquired must always occur in full respect of the copyrights and the rights of third parties.
- 13.4 Photocopies, prints from digitalized images, floppy disk, CD-ROM are on sale for strictly personal use and for reasons of study.

FINAL CONDITIONS

Article 14 – Different requests

- 14.1 Requests that refer to hypotheses that are not expressly contemplated will be the object of examination and specific agreements, every time, and must arrive at the Fondazione Torino Musei at least 30 days in advance.
- 14.2 The live reproduction of works (by manual copying onto sheet or canvas and with the use of easels or other material) must be previously authorized by the Direction of the Museum and will follow the same rules as at articles 3 and following; the copy of the work must be of different dimensions from the original (the height or width must be at least 1/5 different from the original) and, independently from the level of quality or of value, must be accompanied by the name of the author, the place, the year and the declaration that it is not authentic, ex article 179 of the Law of Cultural Heritage.
- 14.3 Likewise it is forbidden to take casts, by contact, from sculpture originals and works in relief in general, of whatever material the assets are made of. Normally casts are allowed from already existing copies of the originals. The models of the casts authorized will be consigned after use to the Foundation. If exhibited, the casts must be accompanied by captions specifying the data and the location of the original.
- 14.4 Depending on the institutional activity of the Foundation, estimates can be provided, on request, indicating the period of validity and the modalities of payment, as well as the reimbursement of costs sustained by the Foundation.

Article 15 – Use of the Foundation’s logos

- 15.1 The logo of the Fondazione Torino Musei and the logos of the individual civic Museums can be used to promote knowledge and enhancement of the heritage belonging to the City’s civic collections. The use of logos is granted by the Foundation for a sum.
- 15.2 The use of logos is granted by the President of the Foundation, prior to getting the opinion of the Director of the interested Museum.

Article 16 – Conditions of reciprocity

- 16.1 The Foundation reserves the right to apply conditions of reciprocity to other Museums and cultural institutions and the fees and remuneration for services requested. The principle is realized with the application of rights and fees of equal entity or with the request for analogous counter loans.

Article 17 – Deposit

- 17.1 In the cases in which damage to places or to the cultural assets may derive from the activity of the concession, the Foundation asks for a deposit, to be constituted by bank or insurance guaranty.
- 17.2 The amount of the deposit is determined on the basis of the individual case in hand, and corresponds to at least three times the amount of the concession fee.
- 17.3 The deposit is payable independently from the exemption of payment of the fee.

17.4 The deposit is returned when it has been ascertained that the places and cultural assets have not suffered damage and the eventual costs sustained by the Foundation have been reimbursed.

TABLE OF TARIFFS

Type of reproduction on paper support

	Exhibition catalogue / Book / Booklet accompanying multimedia support
Edition in one language/ cost per image of size $\leq \frac{3}{4}$ of a page (inside volume)	€ 80,00 colour € 40,00 b/w
Edition in two or three languages cost per image of size $\leq \frac{3}{4}$ of a page (inside volume)	€ 160,00 colour € 80,00 b/w
Edition in one language cost per image of size whole or double page (inside volume)	€ 100,00 colour € 50,00 b/w
Edition in two or three languages cost per image of size whole or double page (inside volume)	€ 200,00 colour € 100,00 b/w
Edition in one language cost per image on the front, or back, cover	€ 200,00 colour € 100,00 b/w

Edition in two or three languages cost per image on the front, or back, cover	€ 400,00 colour € 200,00 b/w
Edition in one language cost per image on the front, or back, cover and inside (same image)	€ 200,00 colour € 100,00 b/w
Edition in two or three languages cost per image on the front, or back, cover and inside (same image)	€ 400,00 colour € 200,00 b/w
Whole image and detail/s of the same image	Tariff applied for whole image
Worldwide distribution	Triple tariff
New editions or reprints	A discount of 25% is granted on the tariff current at the moment of publication

	Promotional publications – postcard / calendar / brochure / leaflet / poster (size <= 50x70 cm)
Print run of 1 to 500 copies	€ 250,00
	€ 350,00
	€ 450,00
	€ 500,00
	€ 750,00
	€ 1.000,00

	€ 1.250,00
	€ 1.500,00

	Poster/panel (size > 50x70 cm and < = 100x140 cm)
Print run of 1 to 500 copies	€ 500,00
	€ 1.000,00
	€ 2.500,00
	€ 5.000,00

	Poster/panel (size > 100x140 cm)
Print run of 1 to 500 copies	€ 650,00
	€ 1.300,00
	€ 3.250,00
	€ 6.500,00

Type of reproduction on non-paper support

Film / Cd-Rom / Dvd / Multimedia programme / Website For advertising or company promotional purposes	The concession is governed by specific contract in relation to the number of appearances in each medium and/or to the distribution
	The concession is governed by specific contract

	Film / Cd-Rom / Dvd / Multimedia programme / Website With cultural objectives
Realization in one language cost per image	€ 80,00 colour € 40,00 b/w
Realization in two or three languages cost per image	€ 160,00 colour € 80,00 b/w
Worldwide distribution	Triple tariff
Distribution/emission on the occasion of exhibition coupled with catalogue of the exhibition and for which rights have already been paid or with the sole promotional aim of the event	Exempt

(Strictly for personal use or for study purposes)

Type of reproduction	Cost per image b/w	Cost per image colour
Print of digital image size A4 on normal paper	€ 0,30	€ 0,60
Print of digital image size A4 on photographic paper	€ 0,60	€ 1,20
Photocopy/Print text file size A4	€ 0,10	€ 0,55
Photocopy size A3	€ 0,16	€ 1,10
CD containing digital images (scans and/or digital photographic shots taken by the applicant)*	€ 3,00	€ 3,00
Document delivery	The cost is applied for the specific types indicated above. Delivery costs must be added to the costs above	

* If the scan and/or photographic shot is realized by employees of the Photographic Archive or of the Art Library the hourly tariff of € 16,00 will be applied, for the assistance and/or accompaniment rendered.

DIFFERENT REQUESTS

PHOTOGRAPHIC OR VIDEO SHOOTS BY THE APPLICANT (exclusively for study reasons, degree or doctoral theses, or scholastic purposes)

Service requested	Hourly tariff due for assistance and/or accompaniment	Material to be consigned to the Photographic Archive
Photographic shoots	€ 16,00	The two original transparencies or negatives realized
Scans		Digital files
Video shoots		One copy of the film

PROFESSIONAL PHOTOGRAPHIC SHOOTS FOR PUBLICATION

Service requested	Hourly tariff for assistance and/or accompaniment. (Remuneration due in addition to the right of reproduction)
Photographic shoots	€ 40,00

FILM AND TELEVISION SHOOTS

Hourly tariff (for a maximum of 3 hours)	€ 200,00
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Daily tariff
€ 1.600,00

(fixed fee for a maximum of 8 hours)

For every transparency returned after the time limit of 3 months from the date of consignment the sum of € 30,00 a month is due.

For every transparency lost or damaged the penalty of € 300,00 is due.