

GENERAL CONDITIONS FOR LICENSING

The use of the rooms and assets of the Museo Galileo – Istituto e Museo di Storia della Scienza for photographs, audio-video recordings, documentaries and for any other activity in line with the institutional purposes of the Museum is granted subject to these General Conditions.

1) DEFINITIONS

For the purposes of this deed, the following words and phrases will have the meaning identified as follows:

Museum: the Museo Galileo – Istituto e Museo di Storia della Scienza, based in Florence, Piazza dei Giudici No. 1, 50122 Florence (ITALY), VAT Identification Number 01346820481.

Licensee: the author of the photographs and/or audio-video footage and/or permitted activities and/or the person authorized by the Museum to carry out said activities.

Activities: taking photographs, making audio-video recordings and documentaries or any other activity granted to the Licensee in accordance with the institutional purposes of the Museum.

Assets: any movable and immovable property owned by the Museum or made available to and/or held in custody and/or on deposit by the Museum, about which the Museum exercises the rights of use and economic exploitation based on the current legislation on copyright and which cannot be used by third parties other than under the terms and conditions set out in these General Conditions.

Photographic Archive: the set of photographic images owned by the Museum and/or about which the Museum has, on an exclusive basis, all or some of the rights of economic exploitation and use provided for by the current legislation on copyright.

Form: the contractual proposal form(s) containing the terms and methods of execution of the Activities and the limits of use of the product of these Activities.

General Conditions: these general conditions governing the contractual relationship, also referred to as Regulations in the Form.

2) PHOTOGRAPHS AND AUDIO-VIDEO RECORDINGS FOR STRICTLY PERSONAL USE

Museum visitors can take photographs and/or make audio-video recordings in the rooms of the Museum concerning the Assets, exclusively for private, strictly personal and non-commercial use, as long as without flash, added lights, tripods or selfie sticks.

Any unauthorized use of these means as well as any different use of photographs and/or audio-video recordings will be sanctioned with the application of a penalty equal to € 200.00 per recording and/or operation, without prejudice to the right for the Museum to request the immediate cessation thereof.

3) PHOTOGRAPHS AND AUDIO-VIDEO RECORDINGS FOR OTHER USES

The taking of photographs and the making of audio-video recordings of the Assets for professional purposes or for any other purpose not falling within private personal use (for example, for inclusion in books, magazines, publications in general, as well as for dissemination on the web or on television or telecommunications networks, for documentary productions, etc.) are subject to the prior authorization of the Museum, the full acceptance of these General Conditions and the payment of reproduction rights and expenses according to the rates indicated below.

The Museum may grant or deny said authorization on the basis of an exclusively discretionary evaluation of the use and the purposes for which the authorization is requested.

The authorization is granted exclusively for the uses and purposes specified in the request, on a one-off basis. Any further use must be the subject of a special further request.

The Museum may revoke the authorization granted in case of breach of any of these General Conditions.

The foregoing shall apply without prejudice to the right for the Museum to request the payment of a penalty equal to three times the royalties and/or the reproduction rights and expenses provided for in the price list for uses and/or purposes not previously authorized or not compliant with these General Conditions, and save for the immediate cessation of any unauthorized use and the compensation for greater damage.

The Licensee has the authorship of the photographs taken and/or footage shot, it being understood that all the rights on the Assets represented in the photographs and in the footage are and will be fully owned by and available to the Museum, which may request the relevant rights for any uses other than

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the use authorized in favour of the Licensee, for which the Museum will have received payment of the reproduction rights and expenses.

In any case, the name of the Museum must be mentioned in full in the credits of the photographs and/or audio-video recordings.

The Museum has the right to receive a free copy of the photographs and/or audio-video recordings for archival purposes and/or for any other use inherent in the activities of the Museum or regarding the Museum itself (other than the use authorized in favour of the Licensee), for which the Museum will not have to pay anything to the author of the photographs and/or footage, provided that the name of the Licensee as the author of the photographs and/or footage is mentioned. The aforementioned copies must be filed with the Museum Library.

The Museum reserves the right to grant exemption from the payment of reproduction rights and expenses for any requests from public bodies for institutional purposes or for non-profit scientific activities and requests from private entities for non-profit study purposes.

Requests for authorization about photographs and recordings in the rooms of the Museum and in the Library and for the use of images from the Photographic Archive must be sent to photolab@museogalileo.it using the appropriate Form.

The Museum refuses any responsibility for the images of any visitors, surveillance personnel or third parties that may appear in authorized photographs and/or audio-video recordings, for the use of which the Licensee undertakes to obtain prior consent from the persons concerned, saving the Museum harmless from all and any prejudicial consequences that may arise therefrom.

The Licensee shall be liable for any damage caused – directly or indirectly – to the Museum by the Licensee's Activity and shall see to the related compensation in accordance with the law. The Museum reserves the right to withhold any amounts due for this purpose from the security deposit paid. The Museum also reserves the right to condition the granting of the authorization on the Licensee's taking out a proper insurance policy for the requested Activity.

4) METHODS OF EXECUTION AND PRICES

The day and the alleged duration of the Activities must be agreed upon with the person responsible for the photographic laboratory of the Museo Galileo, at least three (3) weeks before the scheduled date.

Photographs and recordings can only take place on Tuesday afternoon from 2:00 P.M. to 5:30 P.M., when the Museo Galileo is closed to the public.

Any delay in the agreed time or waiver of the Activity by the Licensee must be notified in writing at the address indicated in the Form, without prejudice to the right of the Museum to charge any expenses that may have already been incurred.

Only the items on display and the exhibition rooms listed in the application form may be photographed or filmed.

Any lamps that will illuminate the items must be placed at a safe distance that will be established by the contact person appointed by the Museum.

Insurance coverage is required for filming: in case of submission of an insurance policy up to a ceiling of € 1,000,000.00, the authorization to shoot is granted. Failing this, the Museo Galileo reserves the right to deny the authorization, except as provided for above in paragraph 3. The submission of the insurance policy exempts the applicant from paying the security deposit.

Prices

Reproduction rights: € 150.00 per hour (VAT included).

Contribution to cleaning costs for the premises and electricity consumption: € 150.00 per hour (VAT included).

Contribution to extraordinary expenses for surveillance personnel: € 150.00 per hour starting from 2:00 P.M. (VAT included).

Security deposit: € 1,000.00.

The Museum has the right to deduct – upon restitution at the end of the activities – any contributions to expenses from the security deposit.

5) LICENSING FOR USE OF IMAGES FROM THE PHOTOGRAPHIC ARCHIVE

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It is possible to request authorization to use the photographic images from the Photographic Archive. The authorization is subject to the full acceptance of these General Conditions and to the payment of reproduction rights and expenses according to the rates indicated below.

The Museum may grant or deny this authorization on the basis of an exclusively discretionary assessment of the purposes for which the authorization is requested.

The authorization is granted exclusively for the use and purposes specified in the request, on a one-off basis. Any further use must be the subject of a special further request.

In the case of reproduction in the press, the authorization is intended to be granted for one single reproduction: each reprint, re-edition or reworking of the photographic material as well as any different or further use must be the subject of a new request for authorization.

In the event of dissemination via the web or other publication, the authorization is intended to be granted for one single operation.

It is forbidden to modify or alter or manipulate the image being reproduced without the prior consent of the Museum.

The image must always be accompanied by the indication of origin and the copyright of the Museum.

The Museum may revoke the licensing for use in case of breach of any of these General Conditions.

The foregoing shall apply without prejudice to the right of the Museum to request the payment of a penalty equal to three times the royalties and/or the reproduction rights and expenses provided for in the price list for uses and/or purposes not previously authorized or not compliant with these General Conditions, and save for the immediate cessation of any unauthorized use and the compensation for greater damage.

A copy of the reproduction and/or publication (both in hard copy and in soft copy) for which the material was requested must be given free of charge and filed with the Museum Library.

Prices:

Prices are VAT free (Article 10 of Presidential Decree 633/72, § 22)

Shipping costs not included

Circulation	1-4,000	4,001-10,000	Over 10,000
Full colour	80.00 €	100.00 €	120.00 €
B&W	50.00 €	70.00 €	90.00 €

Prices for abroad shall be increased by € 10.00 for bank charges.

The total price – if it exceeds € 77.00 – must be increased by € 2.00 for revenue stamp.

Reuse of images:

- reprint of the publication with or without changes and updates: publication rate -40%;
- use for panels in an exhibition: publication rate -50%.

6) OTHER GENERAL PROVISIONS

The Museum does not guarantee the rights that any third parties may claim and/or assert in relation to the contents (photographed and/or portrayed items) of the images that will be subject to authorization. Therefore, all the rights that any third parties may have regarding the reproducibility of tangible and/or intangible assets (including intellectual property or works of art, distinctive signs, trademarks and/or logos, patents, industrial and industrial design models, names including names of legal persons etc. and/or of the persons depicted and/or portrayed in the images) are excluded from the licenses granted by the Museum. The Licensee relieves the Museum of any inherent liability and any litigation that may arise in relation to the breach of the aforementioned rights of third parties, hereby undertaking to hold the Museum harmless from all and any prejudicial consequences. The Licensee remains solely responsible for evaluating the need to require any third parties entitled to the assets or the person(s) depicted, or, after their death, the person(s) indicated in Article 93 of Law No. 633 of April 22, 1941 to obtain any necessary authorizations to lawfully use said images at the Licensee's own expense.

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It is forbidden for the Licensee to use and/or have the trademark and/or logo of the Museum used in Italy and abroad. The authorization for the use of electronic files does not include the authorization for the use of the Museum's trademark and logo.

It is forbidden to transfer the rights acquired through an authorization to third parties.

The Court of Florence shall have exclusive jurisdiction over any dispute regarding the relationship governed by these General Conditions, with the exclusion of any other Courts that may have jurisdiction.

The Museum, as the data controller for any ordinary or common personal data of natural persons who request and obtain authorization, informs the Licensee that the Licensee's data are only the data strictly necessary for the establishment and/or execution of the contractual relationship and, therefore, any personal, identification and tax-related data, e-mail address or telephone numbers for which the Museum is authorized to process (Article 6, letters b) and c) of Regulation (EU) 679/16). The data are processed so as to comply with regulatory and contractual obligations and to inform the Licensee about the Museum's activities (exhibitions, events) and will be kept for the period strictly necessary for these purposes. Processing is carried out in full compliance with the principles set out in Article 5 and with the conditions of lawfulness referred to in Article 6 of Regulation (EU) 679/16, through IT procedures or otherwise by electronic means or paper supports, on the part of internal or external persons specifically appointed to do so in relation to the tasks performed. The data controller has adopted the appropriate safety measures to ensure compliance of the processing with the relevant legislation and the protection of the rights of the data subjects, as provided for by Articles 25 and 32 of Regulation (EU) 679/16. The person whom the personal data refer to has the right to request the Museum to access their personal data or to ensure their correction, cancellation or data processing limitation or to oppose their processing pursuant to Articles 15 *et seq* of Regulation (EU) 679/16. To exercise any of the rights mentioned above, the data subjects can send a simple motivated request, containing the essential elements for the purpose of its handling within 30 days of receipt, using the email address info@museogalileo.it. For more information, please read the relevant regulations on the website www.garanteprivacy.it.