

Regulations for granting the use of museum spaces

(Articles 106 and 115 of the Cultural Heritage and Landscape Code, approved by Legislative Decree no. 42 of 22.10.2004, as amended)

<u>Art. 1</u>

Object

1.1. These regulations govern the procedures for issuing concessions for the use of museum spaces in consignment to the Uffizi Galleries to third parties.

1.2 The concession for use is granted for the uses and purposes compatible with the cultural destination of the property in consignment to the Institute, in accordance with the provisions of Legislative Decree 42/2004, as amended and supplemented, in accordance with the terms and requirements specified in these regulations and the concession deed.

<u>Art. 2</u>

Method of preparing the application

2.1 Requests for concessions for use of space, addressed to the Management of Le Gallerie degli Uffizi, should be sent using the appropriate form that can be downloaded from the institutional website of Le Gallerie degli Uffizi: <u>https://www.uffizi.it/servizi-professionali/concessione-in-uso-di-spazi-museali</u> or provided by the Concessions Office of Le Gallerie degli Uffizi.

2.2 For the purpose of conducting the administrative procedure aimed at issuing the deed of concession for use, it is necessary that the request contain specifically and punctually the purpose of the event, the program of the event and the end user.

2.3 Requests must be submitted by e-mail to: <u>ga-uff.concessioni@cultura.gov.it</u>, at least forty-five days prior to the date of the event or the date of the start of occupation of space.

2.4 The possible presence of any person who intends to acquire images or perform professional services within the concession spaces (e.g. press officers, journalists, videomakers, etc.) will be allowed only with the permission of the Administration and must therefore be reported at the time of the request.

Drafting an event budget

3.1 The Management of Le Gallerie degli Uffizi, having examined the request and carried out the preliminary evaluations of competence, if it authorizes the request, shall issue an estimate of the costs to be borne by the applicant; the document shall be valid for thirty days from the date of sending.

3.2 The quotations indicated in the estimate are expressed in euros, net of charges (e.g. registration fees, stamps, SIAE charges, etc.) and take into account the indications set forth in the "Guidelines for the determination of the minimum amounts of fees and charges for the concession of use of property on consignment to state institutes and places of culture," as per Ministerial Decree 108 of 21/03/2024 amending Ministerial Decree 161 of 11/4/2023 and their subsequent amendments and supplements.

3.3 Charges and/or taxes due by law, intervened even after the issuance of the estimate, will still remain the responsibility of the applicant.

<u>Art. 4</u>

Acceptance of the estimate by the applicant and payment by down payment

4.1 Acceptance of the quotation by the applicant shall be concurrent with the payment of a deposit in the manner specified in the quotation, however, equal to at least 50% of the amount of the fee provided for the event and/or events requested.

4.2 A copy of the account of payment of the deposit, shall be sent to:

<u>ga-uff.concessioni@cultura.gov.it</u> with express indication in the reason for payment of the date of the event and the name of the concessionaire.

4.3 After the down payment has been made, the event will be included in the Institute's schedule of activities. However, any request to change the confirmed date will result in the loss of the deposit paid.

4.4 If the event is requested with less than forty-five days' notice, the down payment will be equal to the full amount of the fee and any other charges indicated in the estimate.

4.5 It is understood that the actual holding of the event is, in any case, subject to the issuance of the concession deed by the Institute. If, for its own unquestionable organizational and/or institutional needs The Uffizi Galleries is unable to proceed with the granting of the concession, the deposit paid will be returned to the applicant.

<u>Art. 5</u>

Verifications prior to the issuance of the concession act

5.1 The deed of concession will be issued only after the outcome of verifications on the compliance of the documentation produced by the applicant at the request of the Institute (including but not limited to: event program, insurance policy, DUVRI, supplier list, committed personnel).

5.2 If the act could not be issued for reasons attributable to the applicant the deposit paid will not be returned.

<u>Art. 6</u>

Payment of charges related to the concession

6.1 The balance amounts relating to the fee (pursuant to Article 108 of Legislative Decree 42/2004 as amended) and reimbursement of expenses must be paid in full in advance of the date of the event or events for which the concession itself is requested.

6.2 All payments shall be made exclusively through bank transfers the bank details indicated by the Administration.

6.3 Costs referring to the staff of Le Gallerie degli Uffizi involved in the holding of the event(s) and in the related preliminary investigation will also be borne by the applicant, according to the quantification specified in the concession act. The payment of these costs shall be made with the same timing as for the payment of the concession fee and the reimbursement of expenses, and always by transfer to the additional IBAN coordinates specified in the deed, relating to the relevant revenue chapter of the State Budget. This is without prejudice to any reimbursement that the Administration will make with regard to any lower costs referred to the personnel of Le Gallerie degli Uffizi involved in the holding of the event(s).

6.4 The applicant/concessionaire, at the time of the request (referred to in art.2) for the concession for use, may instruct a third party to pay the amounts established by Le Gallerie degli Uffizi, without prejudice to its joint and several liability in the event of default. In this case, the Administration will have to acquire the acceptance of the obligation to comply from the party indicated by the applicant/concessionaire, whose details will be included in the deed of concession for use.

6.5 Payments of all amounts quantified in the concession deed must be received by the Administration net of any bank charges or fees.

6.6 Any additional costs that cannot be quantified when the concession is granted, even if due to changes made to the original program and authorized by the Administration, will still be borne by the concessionaire.

6.7 The Administration reserves the right not to proceed with the granting of space to entities that have not fulfilled their obligations in the past.

6.8 In the event that the event does not take place due to force majeure, such as, but not limited to, unforeseeable events related to public health (epidemic or pandemic phenomena), natural disasters, embargoes, insurrections, acts of government, war, acts of terrorism, The Uffizi Galleries shall reimburse the concessionaire for the amount paid.

6.9 To guarantee the coverage of the costs established for the granting of the concession, the Management of The Uffizi Galleries reserves the right, at its sole discretion, to require the activation of a bank or insurance surety policy..

Signing of the deed of grant and acceptance of the conditions stipulated therein

7.1 The concession deed is signed by the concessionaire for acknowledgement and acceptance of all the conditions therein in digital form using PAdES system with visible signature option.

7.2 The concession for use issued by Le Gallerie degli Uffizi is non-transferable, and is subject to the requirements specified below:

- a) that the artistic and historical values of the property and spaces granted for use are respected;
- b) that the concessionaire assumes pecuniary responsibility in its own right for any damage to persons and/or property within the spaces and environments granted for use, even if caused by participants in the event for which the concession is granted;
- c) that the regulations for the protection of public safety, in terms of fire safety, and those on safety in the workplace referred to in Legislative Decree 81/2008 Consolidated Law on Occupational Health and Safety, as amended and supplemented, are observed. It will be the responsibility of the concessionaire to submit, in a timely manner and where necessary, including through a trusted qualified technician, the DUVRI (Single Document for the Evaluation of Risks from Interference) and the emergency plan related to the event. It will also be necessary to fulfill all the provisions contained therein and the fulfillments required by further current regulations (where required, the authorization of the Supervisory Commission for Public Entertainment or other necessary documentation must also be submitted). The Administration will also proceed to send the concessionaire notices pursuant to Article 26 of Legislative Decree 81/2008, as amended;
- d) that the concessionaire, as soon as the occupation of the spaces has ended, clean and keep in order the premises in use at its own expense, providing for the restoration of the environments. In the event of total or partial non-compliance, even if it occurs at the close of the event (or after the release of the spaces granted), the Administration will proceed to charge the concessionaire for the costs incurred for the complete restoration of the rooms and/or museum spaces granted for use;
- e) that an insurance policy is taken out and produced by the concessionaire in accordance with the limits and coverage required by the Administration in the estimate;
- f) in the event of a claim and subsequent partial settlement of damages by the insurance company, even if referring to taxes due by law, any differences will remain the responsibility of the applicant/concessionaire;
- g) that the costs for authorized technical set-up and disassembly, use of materials and labor will remain the sole responsibility of the applicant/concessionaire;
- h) in the event of the absence of the electrician or service elevator attendants, the concessionaire will be able to refer, for the activation of the garrison, to the authorized firms at Le Gallerie degli Uffizi that will be notified as needed.

<u>Art. 8</u>

Conduct of the event

8.1 The organization of the event shall be held in full compliance with the program set forth in the concession deed issued by the Administration and in the manner specified therein.

8.2 If the Administration, also as a result of verifications carried out via the web, through social media, etc., learns that the event is dissimilar (in terms of type, methods of execution, purpose, number and/or type of participants, etc.) to what was declared in the request, or in any case does not

comply with the established prescriptions, the Management of Le Gallerie degli Uffizi may:

- re-quantify the concession fee and other costs already budgeted to the applicant;
- cancel the concession in use, even if already issued, and suspend the event without any possibility of reimbursement of any costs already incurred by the applicant;
- enforce any surety bond required as per Article 6.9 of these regulations.

<u>Art. 9</u>

Access to the places of the event being granted

9.1 During the course of the event for which the concession in use is granted, access to the museum spaces will be allowed only to the concessionaire's staff personnel, equipped with special identification tags to be kept well displayed, the format of which must be anticipated by e-mail to the Concessions Office.

9.2 Inspections prior to events or to the request for concession in use for the organization of events may be agreed upon. In order to obtain the due authorization of the Management of Le Gallerie degli Uffizi for the inspection, it will be necessary to send a written request (also by e-mail) with a minimum notice of 15 days before the date of the inspection. A maximum of no. 5 people are admitted to the inspections, for a maximum stay in the museum environments of 45 minutes. The inspections will always take place in the presence of a representative of Le Gallerie degli Uffizi.

9.3 During the event, the concessionaire's staff is required to verify that only those who are actually entitled to participate in the event have access to the museum spaces granted for their use. Those who are entitled to participate in the event and the concessionaire's staff personnel will not be able to evade the security controls arranged by the Management of Le Gallerie degli Uffizi and/or the competent authorities (e.g. metal detectors, etc.).

9.4 The staff of Le Gallerie degli Uffizi is authorized to control the admission tickets and the identity of persons, in order to prevent entry to unauthorized persons, and will not allow access to outsiders (guests and concessionaire's staff personnel, etc.) in areas not directly affected by the event. The concessionaire is required to inform its staff, guests and event participants in advance about the security measures and requirements. The Administration in any case reserves the right to request a list of the names of any external staff and/or participants who will access the spaces of Le Gallerie degli Uffizi.

9.5 Where access to the museum for restricted tours requires division into groups it must be done, by the concessionaire, before entering the museum. The concessionaire's staff personnel shall take care that their designated staff (guides/interpreters/group escorts) prevent visitors from straying from their group.

9.6 The event start time and guest entry time stipulated in the concession must be adhered to with the utmost precision; in case of delay, the Administration reserves the right to adopt any changes to the schedule that it deems necessary for the proper conduct of the event.

<u>Art. 10</u>

Dissemination of materials related to the event

10.1 The dissemination of any type of popular or promotional material (catalogs, brochures,

invitations, menus, etc.), even if transmitted in digital format referring to the event for which the concession in use is stipulated, may only take place with the prior authorization of the Administration: the concessionaire must transmit said material (also via e-mail, in .pdf format) to the Concessions Office, in time to allow its evaluation and authorization by the Management of Le Gallerie degli Uffizi.

10.2 Any photographic and/or video footage taken by the applicant/concessionaire or its appointees during the event and/or throughout the period for which the concession in use is stipulated, where authorized by the Administration, may be used exclusively for internal documentation purposes, or for strictly personal purposes. In order to carry out video photography using drones and/or similar and accessory equipment, a specific authorization must be requested well in advance from the Administration, in which must be contained all the information and authorizations required by law or regulation (by way of example but not limited to: name of the pilot and APR Pilot certificate, CE certifications, flight permit, ENAC regulation, EU regulation 1139, etc.). In the absence of the aforementioned authorization, it is absolutely forbidden to introduce and use drones and their accessories within the spaces pertaining to Le Gallerie degli Uffizi.

10.3 In the event of disclosure of images and/or footage taken during the period of validity of the concession, even if made by the participants in the event, the concessionaire will be held solely responsible for any violations of the privacy regulations set forth in the EU Regulation 2016/679 - General Data Protection Regulation. The concessionaire shall independently and in advance obtain the appropriate releases.

10.4 In the event of ascertained unauthorized dissemination of images and/or footage made during the period of validity of the concession for purposes of promotion and/or marketing of products, or of a company brand, and/or for purposes other than those permitted above, the Management of Le Gallerie degli Uffizi reserves the right to re-quantify, even retrospectively, the concession fee to the concessionaire, also reserving the right to bring appropriate actions for compensation to protect the Administration.

<u>Art. 11</u>

Concession revocation

11.1 Any uses or purposes other than those declared by the applicant, and/or changes in the use or conduct of the event that do not correspond to what was indicated in the application, may result in the suspension of the application for the granting of the concession.

11.2 In the event that the concession has already been issued, the Administration may revoke it by ordering the immediate suspension and cancellation of the event even if it was already in progress. In such a case, no refund of the amount paid under Article 6 will be made.

11.3 Should it deem it necessary, for safety or security reasons (e.g. in the event that the personnel necessary for the organization of the event is not found) and/or in any case in the event of supervening and unforeseeable necessity, the Management of Le Gallerie degli Uffizi shall have full power to suspend at any time the procedure for issuing the concession for use or to revoke any deed already issued, giving notice to the concessionaire. In this case, only the amounts already paid will be returned, without further charge to the Administration.

<u>Art. 12</u>

Variations to the original event program

12.1 Any changes made to the original program of the event for which the space use concession is granted must be requested in good time for approval by the Management of Le Gallerie degli Uffizi.

12.2 In the event that the concessionaire fails to comply with the program or project submitted to and authorized by the Administration, including for the purposes of the DUVRI and/or safety plan, the Management of Le Gallerie degli Uffizi reserves the right to immediately suspend the concession of space and the organization of the event, even if already underway. In this case, no compensation will be due to the concessionaire.

12.3 In the event that, as a result of verifications by Le Gallerie degli Uffizi, it is ascertained that the actual number of participants does not correspond, in excess, to the number declared by the concessionaire at the time of the application or issuance of the concession for use, the Administration shall proceed to recalculate the costs to be borne by the concessionaire charging to it any adjustments to the concession fee and/or other amounts already quantified in the concession deed and reserving the right, in case of non-compliance, to suspend any future practices of issuing concessions in use to the same concessionaire.

If after ascertaining the number of participants, mentioned above, the number does not match by default the amount of the fee and expenses will remain unchanged as quantified on the concession deed.

<u>Art. 13</u>

Cancellation event after signing the deed

13.1 The cancellation by the concessionaire of an event subsequent to the signing of the concession will not result in the return of the amount paid pursuant to art. 6 of these regulations. This is without prejudice to any reimbursement that the Administration will make with regard to the costs referred to the personnel of Le Gallerie degli Uffizi involved in the holding of the event(s).

<u>Art. 14</u>

Protective actions

14.1 Any disputes that may arise with regard to the subject matter of the concession, should they not be resolved amicably, shall be referred to the exclusive jurisdiction of the administrative judge of the competent court of Florence.

Personal data processing

15.1 All data appearing in the application will be used for the institutional purposes of the Administration, and processed in accordance with the General Data Protection Regulation (GDPR) approved by Regulation EU 2016/679, in accordance with the principles of fairness, lawfulness, transparency and protection of confidentiality and fundamental rights to the extent necessary for the issuance of the deed of concession for the use of space.

<u>Art. 16</u>

Rules of conduct

GENERAL

16.1 All visitors and staff personnel of the concessionaire or assigned by the concessionaire are required to observe, in addition to the rules listed below, all those on www.uffizi.it and to conduct themselves in accordance with the principles of good manners.

16.2 In general, behavior that may endanger the safety of the works or other visitors is not permitted.

16.3 During reserved visits or other events, the checkroom service is not active and therefore it is forbidden to bring in bulky objects such as bags or long umbrellas, which must be deposited outside the museum areas and whose management must be the responsibility of the applicant/concessionaire.

16.4 It is necessary to comply with the general directions given on signs and what is indicated by Le Gallerie personnel on site.

16.5 It is also prohibited to:

- stationing and sitting on the access and escape routes and on any other passage intended as an emergency exit;
- touch works of art or approach objects that could damage them (with the only exception of visually impaired and blind visitors, in relation to the works included in the paths dedicated to them)
- trespass the spacing barriers between the walkways for the public;
- damage or tamper with facilities, infrastructure and services in any way;
- engage in conduct capable of creating dangerous situations, endangering the safety of any person or contrary to public order, such as to disrupt in any way the orderly conduct of an event or prevent its peaceful enjoyment;
- entering and remaining in a state of intoxication or under the influence of drugs;
- displaying material that obstructs visibility to other spectators or interferes with emergency signs or that, in any way, is an obstacle to escape routes to exits;
- engage in aggressive acts towards the staff of Le Gallerie degli Uffizi present on the premises.
- lean against sculpture bases and walls;
- running;
- use trekking poles;
- walk barefoot and bare-chested;

- consume food and drink in the exhibition areas;
- bring in food and liquids except for so-called LAGs (liquids, aerosols and gels) for medical purposes or special dietary regimen (baby food is allowed); for the purposes of security and control operations, it is mandatory to hand over all transported LAGs to the attendants;
- smoking (prohibition includes electronic cigarettes);
- photograph with the use of flash; photograph or take video footage with selfie sticks, stands and professional equipment of any kind;
- talking on cell phones;
- writing or defacing walls;
- abandon papers, bottles, chewing gum or other trash: use the appropriate containers;
- introduce knives and/or metal tools of various kinds, including ritual weapons (e.g., kirpan); introduce any kind of firearm and/or dangerous material; it is also forbidden for armed visitors (even if they have a regular gun permit) to enter: further different conditions will have to be communicated in advance and, if necessary, authorized by the Institute Management;
- introduce animals, with the exception of guide dogs for the blind, "service dogs" for assistance to the disabled (which must compulsorily be kept on a leash) and pets whose support for therapeutic treatment (pet therapy) is certified with certifications issued by doctors from public health facilities. You are kindly requested to notify in advance the presence of "service dogs" and animals for "pet therapy" by sending an e-mail and attaching the relevant certification;
- each visitor will be checked with metal detector portal and through the appropriate tape equipment.

FOR GROUPS.

- Each group, on a reserved tour, may not exceed, 20 people including chaperones, and one guide will be required for each group, unless otherwise determined by the Administration;
- groups must stay together, follow the guide, and maintain a convenient and respectful behavior;
- during the guided tour, the tone of voice must be such that it does not disturb other visitors;
- in the course of the guided tour, groups are required to be equipped with earphones (whisper), which will enable chaperones to keep their tone of voice low;
- the use of laser pointers to point to works of art is prohibited.