

**REGULATIONS FOR CONCESSION FOR THE USE OF THE PREMISES OF THE
ISTITUTO VITTORIANO AND PALAZZO VENEZIA**
(articles 106 et seq. of Legislative Decree no. 42/2004 and subsequent amendments)

Art. 1
Object

- 1) These Regulations indicate the procedures for granting permission for the use of the spaces of the Istituto Vittoriano Institute e Palazzo Venezia, as well as the Library of Archaeology and Art History (hereinafter also “VIVE”), including conducting exclusive guided tours.
- 2) Concession is permitted for the uses and purposes indicated at the time of the request, in keeping with the methods and requirements specified in the document itself.

Art. 2
How to apply

- 1) The application for the concession of premises must be submitted using the appropriate form (**Annex 1**).
- 2) The application must be sent 60 (sixty) days before the start date of occupation of the spaces.
- 3) For the granting of the concession, it is essential that the application contains all the data required by the form annexed to this Regulation, and that it includes a detailed description of the activities for which the concession is requested for use of the premises, as well as the final project of fitting out the premises. It is understood that applications not completed in their entirety cannot be taken into consideration.
- 4) All the data that appear in the application will be used for the institutional purposes of the Institute and processed in accordance with the General Data Protection Regulations (GDPR) approved with Regulations (EU) 2016/679, in keeping with the principles of correctness, lawfulness, transparency and protection of confidentiality and fundamental rights within the limits of what is necessary for the issue of the concession agreement for use of the premises.
- 5) The possible presence of press officers, journalists (and/or any other person who intends to acquire images or perform professional services) within the spaces covered by the concession will be allowed only with the prior authorisation by VIVE and must therefore be stated in the application.

Art. 3
Fees for the concession

- 1) The concession fee is established by VIVE, pursuant to Art. 108 of Legislative Decree no. 42/2004 and subsequent amendments.
- 2) The fee must be paid in advance by bank transfer to the current account specified in the concession agreement.
- 3) The applicant is also responsible for the costs for ministerial staff used on behalf of third parties as determined in the standard clause attached to the concession agreement.
- 4) The payment of charges for ministerial staff used on behalf of third parties must be made to a separate current account specified in the standard clause attached to the concession agreement.
- 5) The receipts of the payment of the fee and the payment of charges for ministerial staff used on behalf of third parties must be sent, together with the signed concession agreement, no later than 35 (thirty-five) days from the requested date of occupation of the premises.
- 6) The applicant – before signing the concession agreement – may charge the payment of the fees indicated in this article to a third party, without prejudice to the applicant’s joint and several liability in the event of non-fulfilment of the contract.
- 7) In this case, the grantor of the concession must secure the acceptance of the obligation of fulfilment by the person indicated by the applicant, whose data must be included in the concession agreement.
- 8) The payments of all the sums quantified in the concession agreement and the conventional clause attached to it must be received by VIVE net of any bank charges or commissions.
- 9) Any additional costs that cannot be quantified when granting the concession – even if due to changes made to the original programme and authorized by the Institute – remain the responsibility of the concession holder.
- 10) The concession holder is also responsible for the costs relating to:
 - a. technical assistance in case of use of the electrical system by the company responsible for the maintenance service of VIVE’s systems;
 - b. technical assistance in case of use of the lifts by the company in charge of the maintenance service of VIVE’s lifts;
 - c. cleaning and operation of the sanitary facilities throughout the period of the concession by the company in charge of VIVE’s cleaning and environmental hygiene service.
- 11) The Grantor will communicate to the concession holder the contact details of the companies for the activities indicated in point 3.10 so that the latter can define the methods for providing the services and the related costs.

Art. 4

Obligations of the concession holder

- 1) The concession holder is required:

- a. to respect the artistic and historical values of the premises whose use is granted;
- b. to accept personal financial responsibility for any damage to persons and/or things on the premises granted in use, even if caused by the participants in the activities for which the concession is issued;
- c. compliance with the legislation to protect public safety, fire safety, and workplace safety under Legislative Decree no. 81/2008 - Consolidated Law on Health and Safety at Work and subsequent amendments;
- d. to use equipment and tools that comply with current regulations;
- e. to strictly comply with the final set-up project approved by VIVE and attached to the concession agreement and submit any changes thereof to the approval of the latter. In no case will it be permitted that the structures of the set-up come into contact with the surfaces of the building, as well as the installation of brackets, nails, cables and other means of anchoring and fixing that may directly affect the surface of the building itself. This also applies to lighting systems and the supply lines of technical equipment specially used by the organisation.
- f. to provide VIVE before the date of occupation of the spaces with the list of its staff and the supplier companies that for various reasons will have access to the premises;
- g. to return the premises granted in use intact, in good condition and free from people or things and in any case in the original state in which they were received. To this end, at the end of the concession, VIVE will ascertain the state of conservation of the spaces and, if it verifies any damage, will notify the concession holder within 15 (fifteen) days.

Art. 5

Concession holder's liability

- 1) Any financial and civil liability charges relating to the use of the premises and the performance of the activities shall be borne by the concession holder.
- 2) The concession holder releases VIVE from any civil and criminal liability for damages of any kind caused by any action or omission, intentional or due to negligence, to itself, to its staff, to third parties, and to the things and premises granted in use.
- 3) To this end, the concession holder must be in possession of a suitable valid insurance policy of civil liability towards third parties and RCO (workers) for damages (to persons and property) with a ceiling commensurate with the extent of the risk not less than Euro 1,500,000.00 (Euro one million five hundred thousand/00) and will present a copy of it with the signing of the concession agreement.

Art. 6

Guarantees

- 1) To guarantee any prejudice that may arise to the spaces granted in use, a deposit will also be required by bank or insurance guarantee, pursuant to Art. 108 of the Code of Cultural Heritage and Landscape, of which a copy will be presented at the signing the concession agreement.
- 2) The deposit will be returned once it has been ascertained that the spaces in concession have not suffered damage and any expenses incurred have been reimbursed.

Art. 7 Revocation

- 1) Any activity not included in the concession agreement and in any case not previously authorised by VIVE may result in the revocation of the concession.
- 2) In this case, no compensation will be due to the concession holder.

Art. 8 Cession

- 1) It is expressly forbidden for the concession holder to transfer the concession to third parties.

Art. 9 Penalty

- 1) In the event of non-use of the premises rented, VIVE will retain the fee established in Art. 3.
- 2) In case of failure to remove the equipment, furnishings and other material in the spaces subject to concession, or their removal beyond the agreed terms, the concession holder will pay a penalty equal to 20% of the concession fee for each day of permanence.

Art. 10 Jurisdiction

- 1) The court of Rome has jurisdiction for any dispute arising from the concession agreement.
- 2) VIVE and the concession holder reciprocally acknowledge that all the clauses of the concession agreement, individually and jointly with each other, are the result of specific and direct negotiation between them and therefore Articles 1341 and 1342 of the Civil Code do not apply.
- 3) These Regulations are governed by Italian law; for anything not expressly established herein, reference is made to the Civil Code and, as far as existing and applicable, to the laws and regulations in force on the subject.

The Director General
Dr. Edith Gabrielli