

Request for examination to the Authentication Committee of Studio Mauri - inclusion in the Catalogue Raisonné / FORM TO BE FILLED

THE UNDERSIGNED

BORN

_____ IN _____

RESIDENT

TAX CODE

INVOICE DATA (if different from above)

VAT NUMBER

TEL.

EMAIL

IDENTITY DOCUMENT

OWNER OF THE FOLLOWING WORK (THE "WORK"):

TITLE

YEAR

SIGNATURE

TECHNIQUE

DIMENSIONS

DATE OF PURCHASE AND PROVENANCE

PREVIOUS PROVENANCES, IF KNOWN

INSCRIPTIONS

PUBLICATIONS (AUTHOR, TEXT TITLE, TITLE OF PUBLICATION, DATE, PAGE)

EXHIBITIONS (CITY, EXHIBITION VENUE, TITLE AND DATE)

PRESENTS THE WORK TO STUDIO MAURI AND REQUESTS THE EXAMINATION TO THE COMMITTEE FOR INCLUSION IN THE CATALOGUE RAISONNÉ.

DATE AND SIGNATURE OF THE OWNER

Request for examination to the Authentication Committee of Studio Mauri - inclusion in the Catalogue Raisonné / CONTRACT TO BE SIGNED

Studio Fabio Mauri Associazione per l'Arte L'Esperimento del Mondo ("Studio Mauri"), in the person of its President Santiago Mauri, carries out study and research into the work of Fabio Mauri to ensure the protection of his artistic heritage.

The Authentication Committee ("Committee") at Studio Mauri was set up with the aim of drawing up, publishing and updating the catalogue raisonné of Fabio Mauri's works (the "Catalogue Raisonné"). The Committee, chaired by Carolyn Christov-Bakargiev, consists of a group of experts who have been appointed to evaluate the works to be included in the Catalogue Raisonné. They are: Carolyn Christov-Bakargiev, Caroline Bourgeois, Laura Cherubini, Francesca Alfano Miglietti e Andrea Viliani.

The request for examination is against payment and complies with a fee scale that depends on the type of work submitted. To submit a request for examination, the Owner must:

1. fill in, sign and send this contract to Studio Mauri;
2. pay the survey costs with regard to the invoice that Studio Mauri shall issue upon receipt of the contract duly signed and filled in;
3. consegnare e ritirare l'opera nei tempi concordati.

Under no circumstances shall Studio Mauri be obliged to proceed with the examination of the Work, which shall be examined at the absolute discretion of the Committee. If the Committee intends to proceed with the examination of the Work, the latter shall be examined under the following general terms and conditions, which are fully accepted by the Owner by signing this contract.

No economic estimates nor sales of the works are made.

1. The Committee shall examine the Work and inform the Owner if: (a) the Work will be deemed authentic, archived by Studio Mauri and included in the Catalogue Raisonné; (b) the Work will not be deemed authentic and therefore not archived; (c) there is no possibility of reaching a decision at the current state of historical-critical knowledge. The certificate will be shown on the back of the photograph and will be sent to the Owner by registered mail/international courier, or delivered to the same.

2. Although Studio Mauri shall have the power to summon the Owner of the Work, it is understood that the latter cannot attend the examination of the Work by the Committee. Studio Mauri does not allow anyone, including collaborators and the members themselves, to express preventive opinions, even oral and informal, on the works that are presented to the examination, even if they do not clearly present any characteristic to be attributed to Fabio Mauri.

3. The Owner declares and guarantees to Studio Mauri that he is the sole and exclusive owner of the Work, of which he also has full possession and availability. In case of co-ownership, the contract will be

signed by all the owners. Requests presented by representatives, agents, merchants, or third persons other than the Owner will not be taken into consideration, unless evidence of a mandate agreement is given and this contract is signed by the Owner.

4. The Committee's opinion will be issued only after the original of the Work has been examined.

5. The Owner shall deliver or send, by registered mail or courier, to Studio Mauri at least 15 days before the date of the Committee meeting:

(a) a CD/DVD or USB flash drive containing files of professional quality colour photographs on a neutral background of the front and back of the Work in its entirety, without frames and/or display cases, and any other photographs of the signature and significant details on the Work (labels, dates and inscriptions), in tiff format with a minimum resolution of 300 dpi, without cropping, contouring or any kind of photographic retouching. Files may be sent by e-mail to info@fabiomauri.com. Should the Owner wish to commission Studio Mauri to take photographs of the Work, Studio Mauri will offer this additional service through a trusted professional photographer, against payment of a price that will be communicated to the Owner;

(b) this contract duly filled in every part and signed

(c) any information known to the Owner concerning the Work and any document in his/her possession, with particular reference to the provenance, publications and exhibitions, any certificates of authenticity or other opinions of attribution of the Work itself;

(d) information and data concerning restoration and/or conservation interventions on the Work, and any scientific investigations.

(e) if there is a certificate of authenticity or any other opinion attributing the Work, send photocopy recto/verso. The original will be requested at the time of the examination of the Work.

6. Upon receipt of the documentation indicated at point 5, Studio Mauri will confirm to the Owner the date on which the meeting of the Committee for the examination of the Work will be held. The Owner shall deliver the Work without frame and/or display case, with packing, handling, transport and insurance costs at his/her charge, to Studio Mauri in via del Cardello 16/16a, Rome, at least 5 days before the date of the Committee meeting.

7. Studio Mauri shall examine the Work applying the following rates:

300 euro + VAT for editions and works on paper of dimensions equal to or less than 50x35 cm;
500 euro + VAT for all other works.

The fees take into account the commitment required for the examination of each type and the fixed cost of examining the individual works, and include the cost of any in-depth studies and examinations that may be necessary. The examination cost does not, however, include any additional costs for the photographic service, insurance and scientific investigations, which will be estimated separately.

The Owner of the Work shall pay, specifying his/her name in the reason for payment, the examination fee by bank transfer in favour of:

Studio Fabio Mauri Associazione per l'Arte L'Esperimento del Mondo
c/o Unicredit Banca
UniCredit Banca - Piazza San Pantaleo 1 - 00186 Roma
IBAN: IT 92 D 02008 05022 000003106741
BIC Swift: UNCRITM1B92

The Owner will send to Studio Mauri the necessary data for the invoicing and the payment will have to be made following the receipt of the invoice, in any case before the examination of the Work. The Owner will have to send to Studio Mauri a copy of the evidence of the transfer. In case of non-payment within the established terms, Studio Mauri shall refrain from examining the Work and any documentation received. The examination cost will be retained by Studio Mauri in case the Work is examined by the Committee and independently from the outcome of the examination. The examination cost shall be refunded only in the case in which Studio Mauri refuses, at its unquestionable judgement, to examine the Work. Any costs for the photographic service, insurance and scientific investigations will be communicated to the Owner and, in case of acceptance, will have to be paid by the same in advance.

8. The Owner will have to stipulate a suitable insurance coverage with All Risks formula (damage, destruction, disappearance, loss, depreciation) nail to nail at an adequate value (in any case not lower than the market value), for the round trip transport and for the whole duration of the storage of the Work at Studio Mauri. The Owner exonerates Studio Mauri and any of its members, auxiliaries, employees and collaborators from any and all responsibility deriving from any kind of damage to the Work.

9. The Owner will have to collect the Work, with transport costs at his/her charge, within the term that will be communicated, in any case not later than 15 days from the examination date. If the Owner does not collect the Work within the deadline, he/she will have to pay Studio Mauri the deposit costs. However, it will be Studio Mauri's power to keep the Work for the time necessary to carry out further studies and in-depth studies, including, but not limited to, scientific investigations. In case the Work is retained by Studio Mauri, or in case the Owner does not withdraw it within the established term, the Owner will be obliged to extend the insurance coverage for the further duration of the deposit.

10. Within 30 days from the examination of the Work, Studio Mauri will communicate its opinion to the Owner. The certificate issued is unique and Studio Mauri will not issue duplicates or copies. Studio Mauri reserves the right to choose the modalities of presentation of the Work in the Catalogue Raisonné, as well as every right of publication of the same.

11. It being understood that Studio Mauri will be free at its unquestionable judgement to refuse to examine the Work or to express an opinion; the opinions issued by Studio Mauri are formed on the basis of the current state of knowledge from the historical-critical point of view and can therefore be reconsidered and/or modified at Studio Mauri's discretion following the acquisition of further useful elements for the cataloguing of Fabio Mauri's work.

12. Studio Mauri has the right, at its exclusive and unquestionable discretion, to undertake any research of any nature, including but not limited to the investigation on the materials and techniques used to create the Work, on its dating and provenance, by contacting the previous owners or intermediaries. Notwithstanding the above, Studio Mauri has no obligation to proceed with such research, limiting itself to rely on the information provided by the Owner.

13. Studio Mauri has the right, at its exclusive and unquestionable discretion, and without this constituting any obligation for Studio Mauri, to have carried out, at the Owner's expense, any scientific investigation that is deemed useful. An estimate of the costs of the scientific investigations will be given to the Owner. In case the Owner refuses to bear the costs of the scientific investigations, Studio Mauri may decide not to include the Work in the Catalogue Raisonné.

14. The Owner takes note and accepts that the opinion of Studio Mauri may not correspond to his/her expectations and that Studio Mauri may express, at its unquestionable judgement, an opinion of non-authentication of the Work and not to include it in the Catalogue Raisonné of Fabio Mauri. The Owner accepts any opinion expressed by Studio Mauri and acknowledges that Studio Mauri, after having acquired the necessary data and having duly evaluated them, has acted with the professionalism and diligence required in such circumstances and by carrying out the customary research, in-depth analysis and studies necessary to express its opinion. Such activity is the result of prudent, diligent study and examination based on appropriate professional expertise.

15. The Owner declares to know the civil and penal dispositions in force concerning copyright and counterfeiting of works of art and therefore, in case Studio Mauri considers the Work not authentic, he/she will abstain from putting it into circulation, exhibition, publication of the same as a work by Fabio Mauri. The Owner acknowledges and accepts that Studio Mauri may affix on the back of the Work the inscription "This work is not an authentic work by Fabio Mauri, following the examination by Studio Fabio Mauri carried out on [...]". Studio Mauri reserves the right to take legal action asking for precautionary measures on the works.

16. The Owner exonerates Studio Mauri, the Committee and each of their respective members, auxiliaries, employees and collaborators, from any and all responsibility deriving from or connected to the present agreement and to the opinion expressed, renouncing to any contestation, demand, action or exception. Should Studio Mauri be held liable for acts or facts of any nature arising out of or in connection with this agreement and the opinion expressed, such liability shall in no way exceed the amount paid by the Owner as examination costs.

17. The Owner declares and guarantees to Studio Mauri that he/she has communicated to the same any information he/she knows about the Work and that he/she has delivered to the same any document in his/her possession and also declares that any information and document provided is truthful and authentic, and that he/she is not in possession of any other information and/or document with reference to the Work.

18. The Owner declares and warrants that he/she is not aware of any demand, request, dispute or action, whether pending or threatened, with respect to the Work, and that he/she is not aware of any fact or circumstance that may give rise to any demand, request, dispute or action by a third party.

19. The Owner shall hold Studio Mauri fully harmless and indemnified from any demand, request, contestation or action and consequent damage, expense (including legal expenses) or loss of any other kind in which Studio Mauri may incur as a consequence of inaccuracy or non-correspondence to the truth, in whole or in part, of the declarations and guarantees provided for in this contract.

20. Studio Mauri has the right to take photographs or other reproductions of the Work and to keep such reproductions for archive, research, analysis purposes or for the protection of rights. Studio Mauri has the right to keep in its archives the letter of opinion indicated in the present agreement. The documents related to the works that will not be considered authentic will remain kept at Studio Mauri as an instrument of study and for the general protection of Fabio Mauri's work.

21. Pursuant to Legislative Decree 10.8.18 no. 101 and Article 13 of the GDPR, please note that:

- * the data provided by the Owner will be used for the purpose and aim of archiving and research;
- * the ways in which personal data will be processed contemplate their storage and processing at Studio Mauri;
- * the provision of data for archiving and research purposes is compulsory and any refusal will result in the opinion not being issued;
- * the data provided will not be subject to communication or diffusion, except for the necessary communications that may involve the transfer of data to public bodies, consultants or other subjects for the fulfilment of legal obligations and/or the protection of Studio Mauri's rights and except when the Work is included in the Catalogue Raisonné and the Owner requests to appear with his/her name; in case of lack of authorisation the wording 'Private Collection' will be used.

The processing shall be carried out in automated and/or manual form in compliance with the above-mentioned safety regulations and exclusively by Studio Mauri staff and, subject to the free and explicit consent expressed by signing at the bottom of this document, the Owner's data shall be stored at Studio Mauri for study and scientific research purposes and for the compilation of the Catalogue Raisonné.

The controller of personal data is Studio Fabio Mauri Associazione per l'Arte L'Esperimento del Mondo. At any time, the Owner may exercise, pursuant to Art. 15-22 GDPR the right to (a) ask for confirmation of the existence or non-existence of his/her personal data; (b) obtain information on the purposes of the processing, the categories of personal data, the recipients or categories of recipients to whom the personal data have been or will be communicated and, when possible, the storage period (c) obtain the rectification and erasure of the data; (d) obtain the restriction of the processing; (e) obtain the portability of the data, i.e. receive them from a data controller, in a structured, commonly used and machine-readable format, and transmit them to another data controller without hindrance (f) object to the processing at any time; (g) object to an automated decision-making process concerning natural persons; (h) request from the data controller access to and rectification or erasure of personal data or restriction of processing concerning him/her, in addition to the right to data portability; (i) withdraw consent at any time without affecting the lawfulness of processing based on consent given before the revocation; (k) lodge a complaint with a supervisory authority.

The Owner may exercise his/her rights with a written request sent to Studio Fabio Mauri Associazione per l'Arte L'Esperimento del Mondo, to the postal address of the registered office or to the email address info@fabiomauri.com.

The Owner declares that he/she has received the foregoing information and, in light of the information:

☐

expresses consent

☐

does not give consent to the processing of personal data

In case of publication of the Work in the Catalogue Raisonné, the Owner requests to appear:

☐

with his/her own name

☐

as private collection

other

.....

Date

.....

Signature of the owner

.....

22. This contract is binding between the parties, the Owner, his/her heirs, successors, legal successors and/or transferees of the Work. This contract is governed exclusively by Italian law and any dispute arising shall be settled by the Court of Rome.

Date

.....

Signature of the owner

.....

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, we hereby declare that we are aware of and specifically approve the following clauses: Article 8 (Obligation to take out insurance - exemption from liability), Article 14 (Acceptance of opinion), Article 15 (SM's right to affix an inscription on the back of the work); Article 16 (Exemption from liability - limitation to indemnity), Article 19 (Obligation to indemnify) and Article 22 (Governing law and competent court) of this agreement.

Date

.....

Signature of the owner

.....

*To the kind attention of
Studio Fabio Mauri
Associazione per l'Arte l'Esperi-
mento del Mondo
via del Cardello 16/16a
00184 - Roma*

ARTWORK SUBMITTED BY AGENTS

THE UNDERSIGNED _____

BORN _____

RESIDENT _____

TAX CODE _____

TEL. _____ EMAIL _____

IDENTITY DOCUMENT (PLEASE ATTACH A COPY OF THE DOC.) _____

OWNER OF THE FOLLOWING WORK:

TITLE _____

YEAR _____

TECHNIQUE _____

DIMENSIONS _____

FULLY AUTHORIZES [INSERT NAME OF THE AGENT, ART DEALER, GALLERY OR AUCTION HOUSE]

TO SUBMIT ON MY BEHALF THE ABOVE ARTWORK TO STUDIO MAURI FOR THE EXAMINATION BY THE AUTHENTICATION COMMITTEE.

YOURS FAITHFULLY,

[DATE AND SIGNATURE]
