



# Ministry of Cultural Heritage and Activities

## Directorate-General for Museums

HISTORICAL MUSEUM AND PARK OF THE MIRAMARE CASTLE

### ***REGULATION ON THE CONCESSIONS AND REPRODUCTIONS OF CULTURAL HERITAGE***

Specifications and terms for the concession and reproduction of the cultural heritage belonging to the Historical Museum and Park of the Miramare Castle and the respective compensation and minimum fees.

*In consideration of*

- Ministerial Decree of 8 April 1994, published in the Official Gazette of 6/08/1994, no. 104;
- Legislative Decree of 22 January 2004, no. 42, articles 106, 107, 108, 109;
- Decree Law 83 dated 31/5/2014 converted into Law 106 dated 29/7/2014, containing “Urgent regulations on the protection of the cultural heritage, the development of culture and the relaunch of tourism” Cultural goods reproductions;
- Prime Ministerial Decree no. 171 of 29/08/2014 (MiBACT organizational regulation);
- Ministerial Decree of 23 January 2016 no. 44, art. 6, § 1 letter b;



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- Decree Law of 12 July 2018, no. 86 (new MiBAC organization);
- General Management Order of 3 May 2017 (appointment of Ms. Andreina Contessa as Director of the Historical Museum and Park of the Miramare Castle, a non-general level management position);
- Circular Letter no. 16 of 14 February 2018 Directorate-General for Budget, “MiBACT staff services on the occasion of cultural events or other events managed or organized by concession holders or authorized third parties – article 1, § 315, Law of 27 December 2017, no. 205”.

*In view of*

The need to determine the amounts of the compensation and minimum fees for the use and reproduction of the assets under concession

*This regulation determines*

The terms for the concessions concerning the use and reproduction of the assets belonging to the Historical Museum and Park of the Miramare Castle and the adoption of the following fee schedule fixing the related fees and compensations.

## **PART I**

### **GENERAL CONDITIONS**

- Without prejudice to comprehensive protection requirements which concern the cultural assets under the responsibility of the Historical Museum and Park of the Miramare Castle, as well as the rights the respective authors and creators are entitled to, the right to use the state-owned property and the reproduction and use of the assets shall be granted through an official ‘concession of use’ document and/or a specific authorization. The Historical Museum and Park of the Miramare Castle administers all the stages of the concession of the premises.



- The reproduction and use of the cultural assets are subject to the payment of the fees and compensations determined by the management of the institution responsible for the assets, which are fixed in this fee schedule.
- Any initiative falling under the institutional purpose of the Administration is not subject to any fees. Products for which a specific ministerial agreement was entered into are exempt from payments. No fees are due for footage made without stands or tripods (in outdoors areas accessible to the public) by individuals strictly for their personal use or for study or scientific research purposes, as well as by public entities for promotion purposes expressly acknowledged by the Administration. However, the applicants are required to reimburse any expenses the concession provider may incur. In addition, the above is without prejudice to the right of the public to be informed through media coverage.
- The concession is non-transferable, and is issued non-exclusively on a one-time basis, following a check on the compliance with all the requirements specified and subject to the advance payment of the fees and compensations under this fee schedule, which do not include any compensations and copyright royalties due to the creators/authors or third parties. Where required, a security deposit shall be paid as established by the management of the institution.
- Any expenses relating to extraordinary work and/or tasks carried out on behalf of third parties by the personnel involved in the performance of the initiative shall be charged to the concession holder. Such amount, also including the time required for the preparation and the removal as well as any night or holiday surcharge, shall be calculated considering the instructions from the management as well as the type of the event, its duration and the premises involved, with a quotation to be annexed to the authorization letter. The payment of the amounts above shall be made before the event by bank transfer to the revenue account in the name of the Ministry of Cultural Heritage and Activities as per Chapter XXIX – paragraph 2584 article 21, quoting the description of payment as specified by the Department



for Agreements and Concessions of Use. A copy of such transfer shall have to be submitted to the management of the institution and shall be binding for the granting of the concession.

- Any applications submitted which may refer to cases not expressly covered by this fee schedule shall be examined separately and then subject to specific agreements to be reached from time to time. So far as is compatible with the performance of the tasks of this institution, quotations will be provided on request, with a specification of the validity term and the payment methods. Interested parties shall be required to reimburse any expenses incurred by the Administration, to be established in the quotation.

## **Section A**

### **CONCESSIONS FOR OCCASIONAL USE OF THE PREMISES**

- Any application for temporary concession of use of the premises, for the organization of events, cultural activities, television footage, etc. shall be submitted to the Management of the Historical Museum and Park of the Miramare Castle ([mu-mira@beniculturali.it](mailto:mu-mira@beniculturali.it)), by downloading the application form available on the Museum website and sending it via email completed in its entirety, specifying the type of request.
- Applications must be submitted at least 30 days before the event and/or the start of the preparation, this also being the latest date on which to confirm the event or inform the administration of any variation or postponement.
- Upon submission of the application, the party concerned shall provide any data and information required to evaluate said application and follow it up. In particular, the applicant shall specify:
  - the type of event for which the property is granted for use;



- date and schedule for the event and any preparation and removal phases;
  - the precautions to be taken in relation to the safety of the premises during the period under concession;
  - whether any employees of the Historical Museum and Park of the Miramare Castle should be involved in the activities, which shall be specifically authorized by the Director of the Historical Museum and Park of the Miramare Castle;
- Each area requested is subject to a concession fee, specified in a fee schedule registered in the Department for Agreements and Concessions of Use of the institution, which may vary slightly in relation to the type of event and the duration of the same.
  - The concession fee shall be paid prior to the date of the event/public performance, via bank transfer to the bank account of the Historical Museum and Park of the Miramare Castle (IBAN: IT57 Y 01030 02230 000004167862, Bank: Monte dei Paschi di Siena, branch located in Piazza della Borsa - Trieste) quoting the description of payment as specified by the Department for Agreements and Concessions of Use.
  - In addition to the concession fee and the payment of any expenses relating to extraordinary work and/or tasks carried out on behalf of third parties by any personnel involved, the concession holder shall be charged for:
    - Cleaning expenses for the full restoration of the premises;
    - The costs for technical preparation and removal work (in relation to the use of material as well as labour) carried out by qualified professional staff authorized by the Administration;
    - The reimbursement of electricity and water consumption, quantified as a lump sum;
    - The purchase of a miscellaneous risks third party liability insurance policy covering any accidents and/or damage to persons or goods, including state property, within the spaces granted for use, to be valid



throughout the duration of the event, including the time required for any technical preparation/removal work, with a maximum coverage defined time after time and in any case not less than €2,000,00.00 (two million euros); in addition, the policy shall include a work injuries coverage for anyone involved in the preparation/removal work, as well as the participants in the event/public performance, in order to protect the Administration and hold it harmless from any liability whatsoever during the entire duration of the activities related to the event itself, including the work prior to the preparation and subsequent to the removal for the restoration of the original conditions of the premises.

- A copy of the policy shall be delivered to the Historical Museum and Park of the Miramare Castle prior to the date of the event/activity;
- As a further guarantee for the safety of the state-owned property, the miscellaneous risks third party liability insurance policy shall expressly contain the following collateral guarantees: reimbursement for any damage caused to persons and goods during the event, to the building and the facilities contained therein, even if caused by participants in the event whom the concession of use of the premises is requested for.
- Only insurance coverage provided under the following conditions will be taken into consideration:
  - the insurance company must be enrolled in the “Register of Companies” of IVASS (the Italian Insurance Supervisory Authority), and have its registered office in Italy, or in another country on condition that it is allowed to carry out operations in Italy by IVASS, which must be proved by submitting the relevant record.
  - the policy must be proposed by an intermediary registered with IVASS in one of the sections of the RUI (Single Intermediaries Register), who shall produce the relevant certificate.
- The policy, to be written in the Italian language, shall be submitted with a receipt of payment and in sufficient time before the event.



- The insurance contract shall be governed by the Italian legislation; the Court of Trieste shall have exclusive jurisdiction to settle any dispute that may arise under this Regulation or in relation to it.
- However, the Administration shall reserve the right to refuse any insurance coverage not deemed compliant with the requirements.
- In the case of complex events, the applicant shall submit—well in advance, for approval—the overall plan for the event, a detailed programme of the planned activities, the safety plan with the identification of the paths and muster points; in addition, they shall provide all the certifications required by the current legislation before the start of the event.
- All the activities to be performed must be compatible with and respectful of the decorum and monumental character of the places that host them.
- Should they be carried out during the opening hours of the Museum, any operations relating to preparation and removal work shall not imply limitations to the regular availability of the areas open to the public.
- The conditions set forth herein also apply to the concessions of use relating to assets for which the payment of a fee is not required, as well as to concessions of use relating to short-term events. On the other hand, this shall not apply to events taking place within a property the Ministry is responsible for which are promoted by the Administration in collaboration with any other partners.
- The concession holder is required to pay the entrance ticket to the requested premises, unless otherwise specified and authorized.
- The concession holder is required to guarantee the cleanliness and restoration of the original conditions of the premises at the end of the event.





No charge can be imposed on the Institution for the realization of an event within the premises granted for use.

- A guarantee deposit may be requested. The amount of such deposit shall be established on the basis of a quotation and according to the quantity of artists involved, the equipment and spaces used, and shall not be less than twice the established fee. The deposit shall be returned after ascertaining that the assets under concession have not been damaged and any expenses incurred by the Administration have been reimbursed.
- The Historical Museum and Park of the Miramare Castle shall be held harmless from any liability for damage to any property or persons caused, arising out of or in any case consequent to the activities carried out by the concession holders relating to a reproduction or presentation to the public not compliant with regulations.
- Any photographs taken and footage filmed during the event may only be used by the concession holder, in particular for internal documentation purposes and/or for strictly personal purposes. No publication or other use whatsoever shall be permitted without the prior authorization of the Director. The concession holder shall be held solely responsible for unauthorized use and violations of privacy regulations.
- The organizational, concession and administrative procedures required by current regulations regarding the occasional use of state-owned areas and/or the historical-artistic heritage under the responsibility of this Administration shall be established by a specific concession deed.
- The concession deed shall enclose a copy of the receipts for the bank transfers relating to the payment of the concession fee for the premises and the staff working on behalf of third parties, the insurance policy marked as paid, as well as the documentation produced by the concession holder and, if necessary, signed by the Security Manager.





- In the event of a public performance, pursuant to article 80 of the TULPS (Consolidated Text of Laws on Public Security) and any subsequent amendments and additions, it is necessary to request the opinion of the Supervisory Committee on the Public Spaces of the Municipality of Trieste and deliver the related authorization to this Administration, together with the receipts of the payments made to the fire protection personnel (Fire Brigade) required and ambulance service under penalty of suspension of the event.
- It shall also be necessary to obtain an authorization of public performance license from the Administrative Police, pursuant to article 68 of the TULPS and any subsequent amendments and additions. The authorization must be delivered the Directorate of the Museum in a timely manner.
- Any failure to settle previous concessions prevents the issuing of any authorization for new events.
- Upon signing the concession deed, the concession holder undertakes to preliminarily fulfil any legal obligations referable to the regulations of S.I.A.E. (Italian Royalties Collection Society) on copyright with reference to the organization of the event/activity for which the premises are granted.
- The Museum management shall have the right to suspend a “concession of use” procedure or terminate an agreement previously entered into, with prior notice to the concession holder, if deemed necessary for security or protection requirements and, in any case, should unexpected and unpredictable needs arise.
- The concession deed shall be signed by the concession holder for acceptance of all the conditions set forth therein.



## Section B

### REPRODUCTIONS OF CULTURAL HERITAGE

- The applicant shall submit a specific application (see form annexed), specifying the means, the methods and the place of production of the reproductions, save for the case in which such reproductions are produced by the Administration, see Part II, Section B, point 1), the purposes and the intended use of the same, the quantities produced and marketed, the forms of distribution, as well as any derivative products.
- Should it be a reproduction for strictly personal use or for study purposes, the applicant shall enter into a legally binding commitment in relation to the non-disclosure and non-dissemination to the public of the copies produced. The violation of such commitment implies the application of sanctions as per the applicable legislation. Unless agreed otherwise between the parties, three copies of each work produced shall be delivered to the Administration.
- No use other than the declared intended one shall be considered legitimate without the written authorization of the Administration.
- Each reproduction specimen shall bear—in the forms suitable for each case—the specifications and the location of the item reproduced and the wording “*su concessione del Ministero per i Beni e le Attività Culturali, Museo Storico e il Parco del Castello di Miramare (Courtesy of the Ministry for the Cultural Heritage and Activities, Historical Museum and Park of the Miramare Castle)*”, as well as the express warning against further reproduction or duplication of the item through any means. Before dissemination to the public, the granting Administration may request a specimen for each reproduction, for the issuing of an authorization to proceed.



- Payments, with a specific description of their purpose, shall be made: a) via bank transfer to the bank account of the Historical Museum and Park of the Miramare Castle (IBAN: IT57 Y 01030 02230 000004167862, Bank: Monte dei Paschi di Siena, branch located in Piazza della Borsa - Trieste) quoting the description of payment as specified by the Department for Agreements and Concessions of Use; b) the MEF (Ministry of Economy and Finance) Circular Letter no. 19 of 19.05.2009 further regulates payments made via bank transfer, including from a foreign bank, to the bank accounts of treasury departments. The Administration shall provide specific information upon request.
- After making a payment, a copy of the related receipt shall be delivered by hand/via email ([mu-mira@beniculturali.it](mailto:mu-mira@beniculturali.it)).
- The fees and compensations fixed in this fee schedule do not include VAT where applicable, and do not include the shipping and/or packaging costs for the reproductions or in any case of the material requested, which shall be borne by the parties concerned.

## **PART II FEES AND COMPENSATIONS**

### **Section A CONCESSIONS FOR OCCASIONAL USE OF THE PREMISES DAILY FEES**

- The concession fees and the compensations related to the use of the premises belonging to the Museum for events/activities are determined by the authority responsible for the assets, also in consideration of:
  - a) the type of activity the concession is granted for;
  - b) the arrangements for the implementation of the event/public performance;



- c) the type and duration of the use of the premises and goods;
- d) the financial benefits obtained by the applicant.

- In the case of concessions of use involving one or more areas of the Museum, this Institution determines that the related fee may not be less than the following amounts, and that the proceeds shall be allocated to the enhancement, maintenance and restoration of the cultural heritage belonging to the Museum itself.

<b>PURPOSE FOR THE USE OF PREMISES</b>	<b>IN THE PARK</b>	<b>IN THE CASTLE</b>
<b>Professional photoshoots</b> (ceremonies, weddings, fashion shoots etc.)	€ 200.00-	€ 800.00-
<b>Event, congress, conference, concert, public performance etc.</b>	€ 2,000.00-	€ 3,000.00-

- The fees above may be reduced proportionally or not applied at all for any initiatives implemented by the Historical Museum and Park of the Miramare Castle in collaboration with other institutions/government bodies.

- For events taking place over more days and/or any preparation and removal work, a fee equal to 50% of the amounts above shall apply to any additional day of occupation of the premises.

- An increase on the fees above may be requested should participants in the event be required to pay an admission ticket. In such a case, a specific agreement shall be reached with the concession holder.



## Section B

### REPRODUCTIONS OF CULTURAL HERITAGE

#### 1) PRODUCED BY THE ADMINISTRATION

	<b>Reproductions already existing</b>	<b>Reproductions to be produced by the Administration</b>
<b>Reproductions for study and research purposes, including graduate and doctoral theses</b>	Free of charge	+ € 10- per picture
<b>Reproductions for commercial publications</b>	Up to MB € 10- From 2 to 5 MB € 25- From 5 to 10 MB € 50- Over 10 MB € 80-	+ € 15- per picture

- Fees do not include **copyrights**, which shall be fixed at **€ 50.00- for each picture published**. Reproduction authorizations are valid on a one-time basis.
- For publications with high scientific value, the Director reserves the right to cancel the fee or negotiate a special agreement.
- The use of the photographic material belonging to this Administration shall comply with any obligations relating to the rights of authors and third parties.
- Digital-format pictures may be granted free of charge to researchers and students exclusively for scientific purposes, subject to the Director's approval.



- The permission to reproduce / digitize the pictures taken from the historical archive shall be evaluated time after time, based on the state of preservation of the originals. Should the Administration not be able to guarantee the reproduction of archive material with its own means, this service shall be outsourced and the related charges shall be established on the basis of market rates. For the cases in which an exemption applies as per the general conditions, only the reimbursement of the expenses borne by the Institution shall be due.
- Reproductions shall be provided in a digital/de-materialized format. Any printing, shipping, etc. costs shall be borne by the applicant.

## **2) PHOTOGRAPHIC PICTURES NOT TAKEN BY THE ADMINISTRATION**

- Compensation for the reproduction of a single photographic picture published:  
€ 50.00- subject to the obligation of delivering a digital reproduction of each picture published to the Administration. The compensation above includes the reproduction rights for a single photograph published in a single edition. For further editions, please see point 3) below.

## **3) PRINTED EDITIONS AND PUBLICATIONS**

- Further printed editions shall be subject to the following provision:  
Reprints with the same publisher: a reduction of 50% in the copyright fees.
- The Institution may fix a different amount for the compensation, considering the following elements:
  - a) scientific or promotional nature of the publication;
  - b) means and arrangements for the reproductions;



- c) the type and duration of the use of the premises and goods;
  - d) purpose and intended use of the reproductions, as well as the financial benefits obtained by the applicant.
- For serial footage or special needs, specific agreements shall be negotiated by the Administration time after time. For different uses or transfers to third parties, including rental, of the footage which imply commercial use, a specific express authorization of the Administration shall be required.
  - For the production of items to be marketed, the payment of a royalty equal to 15% of the estimated gross amount shall be required.
  - For derivative audiovisual products, in addition to the payment of the fees and compensations above, the payment of a royalty equal to 10% of the estimated gross revenues to be declared in the application shall be required.
  - Except specific agreements, taking photographs of goods under restoration shall not be allowed.
  - In the case of publications, the applicant shall deliver from one to three copies of the publishing product to the Administration, in accordance with the specifications included in each authorization.

#### **4) FILMS AND TELEVISION FOOTAGE**

- Films and television footage with promotional and valorization purposes: free of charge.
- Films and television footage with commercial purposes:  
Reference minimum fee for no. 1-hour footage, under the obligation of delivering a copy of the original to the Administration, unless otherwise agreed.





	<b>IN THE PARK</b>	<b>IN THE CASTLE</b>
<b>Films and television footage for commercial purposes</b>	€ 1,000.00- /h	€ 2,000.00- /h

- Special agreements may be negotiated on the basis of the scientific, informative, promotional nature, the duration of the shoot and intended use of the pictures, as well as the financial benefits obtained by the applicant; the repeated use of the footage implies the doubling of the fee and the obligation to notify the Historical Museum and Park of the Miramare Castle.
- The compensation does not include any additional expenses borne by the Administration for the shooting.
- The application relating to photoshoots and video footage shall be filled in and submitted in accordance with the terms specified in the General Conditions – Section B (see above) at least 30 days prior to the start of the shoot. The amount of the security deposit shall be fixed by the Administration on the basis of the areas used.
- The application form shall be delivered by post or email, or otherwise by hand to the Historical Museum and Park of the Miramare Castle at least 30 days prior to the start of the shoot.

