

CONCESSION FOR USE OF IMAGES

THE GENERAL DIRECTOR OF THE MUSEO E REAL BOSCO DI CAPODIMONTE

HAVING REGARD TO

Italian Legislative Decree No. 42 of January 22, 2004, bearing the "Code of Cultural Heritage and Landscape" as amended, and, in particular, Article 108, paragraph 6, pursuant to which "The minimum amounts of fees and royalties for the use and reproduction of property shall be fixed by order of the granting administration";

Italian Ministerial Decree of April 20, 2005, on "Guidelines, criteria and procedures for the reproduction of cultural property, pursuant to Article 107 of Legislative Decree No. 42 of January 22, 2004";

Italian Ministerial Decree No. 161 of April 11, 2023, containing Guidelines for the determination of minimum amounts of fees and royalties for the concession of use of property in consignment to state institutes and places of culture

Whereas

From 7 June 2023 to 8 January 2024, major masterpieces from the Museo are exhibited in three different places in the musée du Louvre: this exhibition, entitled "Naples in Paris, the musée du Louvre hosts the Museo di Capodimonte", is hereinafter referred to as "the Exhibition".

The Exhibition is a key opportunity for the economic enhancement of the state's cultural heritage under Article 108 of the Cultural Heritage and Landscape Code. The Louvre Museum, through its commercial offices, made a request to use images of the works on loan for merchandising activities. For the Exhibition, GrandPalaisRmn produces and markets the Products as defined below in article 1. The Products will reproduce images of works belonging to the collections of the Museo and for which the Museo holds the exploitation rights.

The requested use is compatible with the historical-artistic character of the reproduced cultural heritage, pursuant to Article 20 of the Cultural Heritage and Landscape Code;

Between

Museo e Real Bosco di Capodimonte, institute of the Ministry of Culture with special autonomy, established in via Miano 2, CAP 80131, Napoli, Italy, represented for the purposes of the signature of this agreement by its Director, Mr Eike Schmidt,

Hereinafter referred to as the "**Museo**"

And

The Réunion des musées nationaux – Grand Palais, a national public and industrial establishment, registered in France with the Paris Trade and Companies Register under n° B 692 041 585, having its head office at 254/256 rue de Bercy, 75012 Paris, France, acting through its President, Mr Didier Fusillier, represented for the purposes of signature of this agreement by Ms Virginie Perreau, acting in her capacity as Commercial and Marketing Department's Associate Director,

Hereinafter referred to as "**GrandPalaisRmn**"

Hereinafter referred to separately as "**Party**" and jointly as the "**Parties**"

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Now, therefore, it is agreed as follows:

Article 1: Definitions

Images: high-definition photographic files of works belonging to Museo's collections represented on the Products and for which the exploitation rights belong to the Museo. The list of the Images is attached as Appendix 1.

Products: mean the derivatives products listed in Appendix 2

Article 2: Object of the Agreement

This agreement sets out the terms and conditions under which the Museo assigns to GrandPalaisRmn the rights attached to the Images necessary to the production and the exploitation by GrandPalaisRmn of the Products.

Article 3: Grant of rights

3.1 The Museo, as the exclusive owner of the intellectual property rights attached to the Images, authorizes GrandPalaisRmn on a non-exclusive basis, for the duration of this agreement and for the whole world, to reproduce and represent all or part of the Images on the Products and their packaging which shall be sold in all countries, through all channels and over all networks – including any reprinting of the Products – as well as for the purposes of marketing, promoting and advertising the Products by all means and in all forms (press, TV, internet, etc.).

Exclusively for the purposes of the exploitation of the Images on the Products under the terms and conditions set out above, the Museo assigns to GrandPalaisRmn the following intellectual property rights:

- (i) The right of reproduction meaning the right to record or to have recorded, to fix or to have fixed all or part of the Images in any dimension, by any means and process allowing communication to the public in a direct or indirect manner, in particular by printing, photography, recording, digitalization, storage in the form of a computer file in an electronic memory, or by any other similar process, existing or to come, on any medium, in particular paper, magnetic, optical, audiovisual, computer, digital, electronic or other, present or future, in any format, and to have all copies made.
- (ii) The right of representation meaning the right to communicate to the public all or part of the Images in any format by any current or future process of communication to the public whatsoever, in particular to represent or have represented, to broadcast or have broadcast all or part of the Images by public presentation and projection, by any means of remote transmission and/or telecommunication and in particular by radio, satellite, television broadcasting, cable distribution, by any digital network and/or system and in particular via Internet or Intranet type networks and by any current or future similar process of communication to the public.
- (iii) The right of adaptation meaning :
 - the right to add any information to all or part of the Images, in particular any captions and comments, in any language;

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- the right to make minor adaptations, adjustments and modifications to the Images that are justified solely by technical constraints and the needs of the manufacture and/or presentation of the Products;
- the right to incorporate all or part of the Images in any secondary work necessary for the distribution, marketing and promotion of the Products.

3.2 In the context of the exercise of the right of adaptation granted under the terms set out above, the Museo accepts that differences in format and colour of all or part of the Images may appear during the reproduction and/or representation of the Images and waives the right to hold GrandPalaisRmn liable in this respect, subject to a genuine distortion of the Images. The Parties are reminded that the manufactured copies of the Products must comply with their mock-ups as validated by the Museo in application of article 4 hereunder.

3.2 The Museo declares and guarantees that it is the exclusive owner of the exploitation rights attached to the Images and that it has full power and quality to grant the rights assigned herein. The Museo assures that it holds all the rights necessary to the proper performance of this agreement by GrandPalaisRmn. Consequently, the Museo warrants that no authorisation shall be required of GrandPalaisRmn from anyone prior to the exploitations of the Images as provided for herein.

The Museo warrants that GrandPalaisRmn shall have quiet enjoyment of the assigned rights free of any limitations, and that the Images shall contain no content borrowed from another work of whatever nature which may constitute an infringement of laws relating to image rights, privacy or counterfeiting, and for which GrandPalaisRmn may subsequently be held liable.

The Museo shall be held personally liable towards both third parties and GrandPalaisRmn in the event of non-compliance with this article, and guarantees GrandPalaisRmn against any action or claim of whatever nature arising in connection therewith.

The guarantees provided for in the present article remain applicable after termination of the present contract for any reason whatsoever.

3.3 The Museo provided GrandPalaisRmn with the high-resolution files of the Images listed in Annexe 1. The Museo also provided GrandPalaisRmn with the captions and credits for the Images.

3.4 Credits

On each Product shall appear, in the appropriate forms, the credits specified in Appendix 1.

3.5 GrandPalaisRmn shall use due diligence in preventing and prohibiting all forms of abuse or counterfeiting.

Article 4 : Products design and manufacturing

GrandPalaisRmn designs, produces and manufactures all Products at its own expense.

The mock-ups of the Products are submitted to the Museo for prior validation in the form of Bon A Tirer (BAT). It is understood between the Parties that the mock-ups of the Products have already been validated by the Museo.

The Products are manufactured by GrandPalaisRmn in accordance with the mock-ups validated by the Museo.

Once the mock-ups have been validated by the Museo, they may not be modified or adapted by GrandPalaisRmn without the prior written agreement of the Museo. However, in the event that technical difficulties, commercial imperatives or cost prices, presentation requirements or mass production require modifications or developments to be made, the Parties undertake to study the desirable modifications.

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[Handwritten initials]

It is agreed between the Parties that the brand and/or the name of GrandPalaisRmn will appear on the Products as well as, where applicable, the photographic credits and captions communicated by the Museo in accordance with the practice of the profession.

ARTICLE 5: Marketing of the Products

5.1 Only GrandPalaisRmn markets and distributes the Products throughout the world via all circuits, according to all methods and on all networks and in particular in its physical points of sale as well as on its online boutique.

Subject to the provisions of article 6 below, all revenue derived from the sale of Products remains the property of GrandPalaisRmn.

5.2 GrandPalaisRmn alone determines:

- the recommended retail price excluding tax (hereinafter the "Recommended Retail Price excluding tax") of each Product and the date on which it goes on sale
- all decisions relating to print runs, sale on sale or disposal of Products
- all decisions relating to the production and use of any promotional document and, more generally, the scope and timetable of any promotional action.

ARTICLE 6: Financial terms

6.1 In consideration of the grant of rights to the Images, GrandPalaisRmn shall pay the following remuneration to the Museo:

10% (ten per cent) of its net sale turnover excluding taxes resulting from the sales of the Products

The net sales turnover excluding taxes corresponds to the gross sales turnover net of taxes decreased by the rebates, discounts or refunds, immediate or deferred granted by GrandPalaisRmn to its customers.

6.2 The accounts of the remuneration payable to the Museo under article 6.1 shall be settled fifteen days of signature of the present agreement.

Payment of the remuneration shall be made under the following conditions:

- (i) GrandPalaisRmn shall draw up and send to the Museo, fifteen days of signature of the present agreement, a royalties statement which specifies:
 - the number of copies sold by Product reference
 - the total amount of money collected by Product reference
 - the total amount owed to the Museo after deduction of the advance already paid
- (ii) The payment due to the Museo shall be made by PagoPa payment slip and only in case of impossibility by bank transfer within 45 (forty-five) calendar days of the receipt by GrandPalaisRmn of the royalties statement signed by the Museo sent by the Museo together with the item referred to in article 6.3.

6.3 In order for the payment due under this Article 6 to be settled, the Museo must provide GrandPalaisRmn with bank account details headed to Museo e Real Bosco di Capodimonte.

The reporting and payment currency is the Euro.

6.4 No payment other than that provided for in this Article 6 shall be payable by GrandPalaisRmn to the Museo in respect of the present agreement.

ARTICLE 7: Free copies

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GrandPalaisRmn will send to the Museo at its own expense 2 (two) free copies of each Product.

All of these copies are non-transferable.

ARTICLE 8: Duration

This agreement comes into effect from December 15, 2022 and will end on the date of payment of the remuneration provided for in article 6.

ARTICLE 9: Termination

9.1 Except in cases of force majeure, the non-performance by the Museo of its contractual obligations relating to the grant of rights assigned or the guarantees given under the Agreement shall result in the termination of the Agreement. This will take automatically at the end of a period of fifteen (15) calendar days after GrandPalaisRmn has sent to the Museo a registered letter with proof of receipt/REM as a formal notice to perform its obligations which has remained without effect.

Except in cases of force majeure, the non-performance by GrandPalaisRmn of one of its contractual obligations under the Agreement relating to the financial conditions shall result in the termination of the Agreement. This will take automatically at the end of a period of fifteen (15) calendar days after the Museo has sent GrandPalaisRmn a register letter/REM with proof of receipt as a formal notice to perform its obligations which has remained without effect.

9.2 As the services provided under the Agreement find their usefulness as the Agreement is performed, termination pursuant to Article 9.1 shall not entail the return of the services for which consideration has been given.

The termination shall be effective to the detriment of the defaulting Party, without prejudice to the other rights and remedies available to the non-defaulting Party. The defaulting Party shall not be entitled to claim damages.

ARTICLE 10: Effects of Cessation

10.1 In the event of termination of the Agreement, whatever the cause, all the rights and obligations of the Parties shall terminate, with the exception of those obligations provided for in this Agreement which specifically survive termination or which must be fulfilled after termination, and from which the Parties shall not be released.

10.2 Within a period of thirty (30) calendar days from the expiration of the Agreement, GrandPalaisRmn undertakes to establish and communicate to the Museo, an inventory of copies of Products in stock specifying by Product the number of copies not sold in good marketing condition. In case of copies remaining in stock, GrandPalaisRmn may donate these copies.

ARTICLE 12: Unfortunate circumstances

In the event of fire, flood or any other accidental or force majeure event resulting in the deterioration, destruction or disappearance of all or part of the copies of the Products in stock, GrandPalaisRmn may not be held responsible for the deteriorated, destroyed or disappeared copies and GrandPalaisRmn shall not owe the Museo any rights or compensation relating to these copies.

ARTICLE 12: Confidentiality

Each Party undertakes to keep confidential all documents and information of which it becomes aware, in any capacity whatsoever, relating to the activity of the other Party. In addition to this obligation of confidentiality, each Party shall not exploit or use for its own account or for the account of others, in any

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way whatsoever, all or part of the confidential information and documents defined above, during the term of the Agreement and two years after its termination.

Similarly, the Parties are bound by professional secrecy with regard to the Agreement, which may not be communicated to third parties under any circumstances (except in the event of a tax or legal obligation).

The Parties shall each be equally responsible for their employees' compliance with this confidentiality clause.

ARTICLE 13: Assignment

This Agreement or any part of this Agreement may not be assigned or transferred by either Party without a prior written consent of the other Party. Any assignment or transfer without such consent shall be null and void.

It is however expressly stated that GrandPalaisRmn is entitled to assign, transfer or otherwise dispose of its rights and obligations under the Agreement to any affiliated company in which GrandPalaisRmn owns fifty per cent (50%) or more of the registered capital, without the Company's prior approval.

ARTICLE 14: Severability

If any of the provisions of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced.

ARTICLE 15: Relationship with Parties

Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute or be deemed to constitute a partnership between the Parties or shall constitute either Party as the agent, employee or representative of the other for any purpose whatsoever except as specified by the terms of this Agreement. Nor shall any property belonging to, or any liability of, any Party be taken to be the property or liability of the other Party.

ARTICLE 16: Entire agreement and variation

This Agreement supersedes any arrangement, understanding, promise or agreement made or existing between the Parties hereto prior to this Agreement in relation to the subject matter hereof and constitutes the entire understanding between the Parties.

No addition, amendment to or modification of this Agreement shall be effective unless it is in writing and signed by or on behalf of both Parties hereto.

ARTICLE 17: Governing law

The Parties hereto agree that this Agreement shall be governed by and construed in accordance with the laws of France and the competent courts will be those of the defendant's place of residence.

Language of the Agreement

The text of the present Agreement, as well as the documents derived from it, including those in the Annexes, have been written in English

ARTICLE 18: Notices

The Parties elect domicile at the addresses indicated at the head of the present document.

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Visuel	Artiste	Titre	Technique de l'œuvre	Dimension de l'œuvre	Provenance	© crédit Photo
	TIZIANO VECELLIO dit TITIEN (1488/1490-1576)	Danaë	Huile sur toile	H. 120 ; l. 172 cm	Naples, Museo e Real Bosco di Capodimonte	© Photo Per gentile concessione del Museo e Real Bosco di Capodimonte
	ANNIBAL CARRACHE (1560-1609)	Hercule à la crosée des chemins	Huile sur toile	H. 165 ; l. 239 cm	Naples, Museo e Real Bosco di Capodimonte	© Photo Luciano Romano
	GIOVANNI BELLINI (v. 1430-1516)	La Transfiguration	Huile sur panneau	H. 115 ; l. 152 cm	Naples, Museo e Real Bosco di Capodimonte	© Photo Per gentile concessione del Museo e Real Bosco di Capodimonte
	GUIDO RENI (1575-1642)	Atalante et Hippomène	Huile sur toile	H. 192 ; l. 264 cm	Naples, Museo e Real Bosco di Capodimonte	© Photo Luciano Romano
	Attribué à JACOPO DE' BARBARI (1475-?, v. 1516)	Portrait du frère Luca Pacioli avec un élève	Huile sur panneau	H. 99 ; l. 120 cm	Naples, Museo e Real Bosco di Capodimonte	© Photo Ameco Benestante
	COLANTONIO (sacré à Naples vers 1440-1470)	Saint Jérôme dans son cabinet	Huile sur panneau	H. 126 ; l. 152 cm	Naples, Museo e Real Bosco di Capodimonte	© Photo Laura Eboli
	PIERRE JACQUES VOLAIRE (1729-1799)	L'Eruption du Vésuve depuis le pont de la Madéline	Huile sur toile	H. 130 ; l. 240 cm	Naples, Museo e Real Bosco di Capodimonte	© Photo Per gentile concessione del Museo e Real Bosco di Capodimonte
	ALEXANDRE HYACINTHE DUNOUY (1757-1841)	Vue de Naples depuis Capodimonte	Huile sur toile	H. 129 ; l. 180 cm	Naples, Museo e Real Bosco di Capodimonte	© Photo Ameco Benestante
	ABRAHAM BRUEGHEL (1631-1697) et GIUSEPPE RUOPPOLO (1630 ?-1710)	Nature morte aux fruits et aux fleurs	Huile sur toile	H. 255 ; l. 338 cm	Naples, Museo e Real Bosco di Capodimonte	© Photo Per gentile concessione del Museo e Real Bosco di Capodimonte
	FRANCESCO MAZZOLA dit PARMIGIANINO ou PARMESAN (1503-1540)	Portrait d'une jeune femme appelée « Antea »	Huile sur toile	H. 136 ; l. 86 cm	Naples, Museo e Real Bosco di Capodimonte	© Photo Luciano Romano
	FRANCESCO MAZZOLA dit PARMIGIANINO ou PARMESAN (1503-1540)	Portrait de Galeazzo Sanvitale	Huile sur panneau	H. 108 ; l. 80 cm	Naples, Museo e Real Bosco di Capodimonte	© Photo Per gentile concessione del Museo e Real Bosco di Capodimonte

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Visuel	Artiste	Titre	Technique de l'œuvre	Dimension de l'œuvre	Provenance	© crédit Photo
	RAFFAELLO DI GIOVANNI SANTI or RAFFAELLO SANZIO or RAPHAËL (1483-1520)	La Madone du clin amour			Naples, Museo e Real Bosco di Capodimonte	© Photo Luciano Romano
	BARTOLOMEO SCHEDONI (1578-1615)	L'Aumône de sainte Elisabeth de Hongrie	Huile sur toile	H. 180 ; l. 128 cm	Naples, Museo e Real Bosco di Capodimonte	© Photo Amadeo Benestante
	ARTEMISIA GENTILESCHI II (1593-1652/1653)	Judith décapant Holoferne	Huile sur toile	H. 158,8 ; l. 125,5 cm	Naples, Museo e Real Bosco di Capodimonte	© Photo Luciano Romano
	LIONELLO SPADA (1576-1622)	Cain et Abel	Huile sur toile	H. 178,5 ; l. 118 cm	Naples, Museo e Real Bosco di Capodimonte	© Photo Pier gentile concessione del Museo e Real Bosco di Capodimonte
	MICHELANGELO MERISI DA CARAVAGGIO or CARAVAGGIO (1571-1610)	La Flagellation	Huile sur toile	H. 286 ; l. 213 cm	Naples, propriété du Fondo Efeici di Culla, Ministero dell'Interno, en dépôt au Museo e Real Bosco di Capodimonte	© Photo Luciano Romano
	TOMMASO DI SER GIOVANNI DI MONE CASSAI or MASACCIO (1401-1428)	Crucifixion	Tempera et or sur panneau	H. 83 ; l. 63 cm	Naples, Museo e Real Bosco di Capodimonte	© Photo Luciano Romano
	RAFFAELLO DI GIOVANNI SANTI or RAFFAELLO SANZIO or RAPHAËL (1483-1520)	Carton préparatoire pour la figure de Moïse			Naples, Museo e Real Bosco di Capodimonte	© Photo Pier gentile concessione del Museo e Real Bosco di Capodimonte
	MICHELANGELO BUONARROTI or MICHEL-ANGE (1475-1564)	Carton préparatoire pour la chapelle Pauline			Naples, Museo e Real Bosco di Capodimonte	© Photo Luciano Romano
	PIETRO BUONACCORSI or PIERINO DEL VAGA (1500 ?-1547 ?)	Tête de femme vue de trois quarts				
	ANTONIO JOLI (v. 1700-1777)	Ferdinand IV à cheval avec la cour	Huile sur toile	H. 71,5 ; l. 137,5 cm	Naples, Museo e Real Bosco di Capodimonte	© Photo Amadeo Benestante

Visuel	Artiste	Titre	Technique de l'œuvre	Dimension de l'œuvre	Provenance	© crédit Photo
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ANTONIO JOLI (v. 1700-1777)

Départ de Charles de Bourbon pour l'Espagne vu de la mer

Huile sur toile

H. 128,5 ; l. 208,5 cm

Naples, propriété de la Ville de Naples, en dépôt au Museo e Real Bosco di Capodimonte

© Photo Laura Eboli



ANTONIO JOLI (v. 1700-1777)

Départ de Charles de Bourbon pour l'Espagne vu de la terre

Huile sur toile

H. 128,5 ; l. 208,5 cm

Naples, propriété de la Ville de Naples, en dépôt au Museo e Real Bosco di Capodimonte

© Photo Laura Eboli

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All notifications, in order to be valid, must be made to the address of domicile by registered letter with acknowledgement of receipt or registered electronic mail.

ARTICLE 19: Appendixes

The Appendixes are an integral part of the Agreement.

Appendix 1: List of the Images

Appendix 2: Products

In witness whereof, the Parties have executed this Agreement by their duly authorized representatives as of the date first hereunder written.

Made in Paris, in duplicate originals on the

For the Museo



Prof. Eike Schmidt

For GrandPalaisRmn

Virginie Perreau



Virginie PERREAU

Directrice

Direction Commerciale et Marketing



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