

DEPOSIT NO.

DATE

Esteemed
FONDAZIONE LUCIO FONTANA
Corso Monforte, 23
20122 MILAN

The undersigned applies for the filing in the Archive of **Fondazione Lucio Fontana** of the following work:

TITLE:

MEDIUM:

DIMENSIONS IN CM (h x w):

FRAME (yes/no):

IS THE WORK DATED?: (yes/no):

IS THE WORK SIGNED?: (si/no):

IS THE WORK ACCOMPANIED BY DECLARATION OF AUTHENTICITY OR CERTIFICATIONS BY THIRD PARTIES?: (yes/no):

PROVENANCE:

OWNER'S NAME AND ADDRESS:

APPLICANT'S (DELEGATE, if present) NAME AND ADDRESS:

DATA FOR REGISTRATION IN CASE OF AUTHENTICITY (first name, last name, address, phone no., e-mail, official credit line):

DECLARES

That all the above information are correct and coherent with what stated in the expertise request form, and to entirely acknowledge and accept the following conditions:

1. This application form for filing of the work in the Archive of Fondazione Lucio Fontana must be accompanied by the receipt of the wire-transfer of euro (including VAT if due) as refund of expenses for consulting activities in accordance to the price-list published on <https://www.fondazioneeluciofontana.it/index.php/attivita/autenticazione-opere>, of which the undersigned declares to have full knowledge.
The payment will in no case be refundable.
2. Direct examination of the work and of the documents provided by the owner and related to it, will be carried out collegially by the Artistic Committee and Prof. Luca Massimo Barbero.
3. The insertion of the work in the Archive depends on the positive outcome of such direct and collegial examination, resulting in an unanimous opinion on the attribution of the work to Lucio Fontana.
4. In that case the insertion of the work in the Archive will be certified by the attribution of the archive no. stamped on the authentication certificate delivered to the owner. In no case Fondazione Lucio Fontana will issue copies of the certificate.
5. The rejection of the request of insertion of the work in the Archive will be communicated to the owner by email to the address provided, providing a summary explanation of the reasons the negative opinion is based on, opinion expressed unanimously by the Artistic Committee and by Prof. Luca Massimo Barbero after the direct, collegial examination of the work.
6. The Applicant, at his/her own risk, cure and expense, hereby commits himself/herself to:
 - A) Deliver to Fondazione Lucio Fontana, at its registered office and in accordance to terms indicated by the Fondazione Lucio Fontana, the work in original accompanied by the present document and all documents requested and listed in the Regulation of archiviation of works;
 - B) Keep the work and all relevant documents at Fondazione Lucio Fontana's disposal for the time necessary to complete all verifications that Fondazione Lucio Fontana will deem necessary;
 - C) Withdrawn the work upon invitation by Fondazione Lucio Fontana
7. Compliance to all the above requirements is mandatory for the execution of the direct examination of the work. In default, examination won't be possible.
8. As of now, the owner accepts the positive or negative opinion that will be expressed by Fondazione Lucio Fontana, according to the procedure explained at points 2), 3), 4) and 5), expressly acknowledging the authority, impartiality and expertise of the Artistic Committee, of Prof. Luca Massimo Barbero and of other consultants, who at its own discretion, Fondazione Lucio Fontana may invite to express their opinion on aspects and/or elements of the work necessary to formulate the opinion regarding its authenticity.
9. Each an any claim and/or legal action against Fondazione Lucio Fontana, the members of the Artistic Committee, Prof. Luca Massimo Barbero and other consultants aimed, for mere example, to challenge the opinion released to the Applicant, to obtain compensation for damages deriving from that opinion and every other action related to the denial of the filing of the work in the Archive of Fondazione Lucio Fontana are expressly waived.
10. Each an any claim and/or legal action and/or compensation request against Fondazione Lucio Fontana, the members of the Artistic Committee, Prof. Luca Massimo Barbero and

against its consultants, regarding loss and damages the work can sustain during its permanency in the Fondazione Lucio Fontana's premises are expressly waived.

11. The content of this agreement, the interpretation of all its clauses and all aspects not expressly agreed herewith fall exclusively under Italian material law.
12. Each and every litigation arising from the interpretation or execution of the present agreement, or anyhow related or consequent to claims derived from it will be submitted to Italian jurisdiction, being the Court of Milan exclusively competent.

The Applicant

Pursuant to artt. 1341 and 1342 of Italian Civic Code the following clauses are herewith expressly acknowledged and approved:

- 9) Renounce to each and all claims, legal actions or recourses related to the denial of the filing of the work in the Archive of Fondazione Lucio Fontana;
- 10) Renounce to each and all claims, legal actions or recourses in case of loss or damages to the work;
- 12) Exclusive competence of the Court of Milan

The Applicant

PRIVACY POLICY

Dear Sir/ Lady,

We'd like to inform you that Regulation (UE) 2016/679 (GDPR) protects the rights and freedoms of natural persons and in particular their right to the protection of personal data.

Pursuant to relevant discipline in force, personal data shall be processed in a lawfully and transparent manner in relation to data subject.

Pursuant to art. 13 of Regulation (UE) 2016/679 (GDPR) we provide you the following information:

- 1 CONTROLLER OF DATA PROCESSING: FONDAZIONE LUCIO FONTANA, Corso Monforte 23, 20122 – MILAN (ITALY), tel. 02.76005885, e.mail: info@fondazioneLucioFontana.it;
- 2 PURPOSES OF THE PROCESSING AND LEGAL BASIS: Personal data you provided by filling the consignment form (name-surname-address-ownership) shall be processed for the following purposes, expressly requested by you: examination of the consigned work for the purpose of its filing in the Archive of Fondazione Lucio Fontana, if deemed as authentic; edition and re-edition of Catalogues Raisonees of the works of Lucio Fontana; Exhibitions in Museums and other institutions and related publications; legal basis for the processing is the consignment agreement you stipulated with Fondazione Lucio Fontana and processing will be functional to the execution of that agreement;
- 3 RECIPIENTS OR CATEGORIES OF RECIPIENTS OF PERSONAL DATA: Personal data shall be disclosed to Curators of Catalogue Raisonnées and their assistants, publishing companies, museums and institutions for exhibitions and related publications and to advisors rendering their services to Fondazione Lucio Fontana (Lawyers, technical consultants etc.);
- 4 TRANSFER OF PERSONAL DATA TO A THIRD COUNTRY OR INTERNATIONAL ORGANISATION: In the course of the processing as above described, your data might be disclosed to third parties resident/established outside of European Union, always in compliance with conditions and requirements under chapter V of Regulation (UE) 2016/679 (GDPR);
- 5 PERIOD FOR WHICH PERSONAL DATA WILL BE STORED: In consideration of the nature of processing, consisting in filing personal data in the Archive curated and kept adjourned by Fondazione Lucio Fontana, data will be stored indefinitely, at least for the whole time of institutional activity of Fondazione Lucio Fontana;
- 6 RIGHTS OF THE INTERESTED PARTY: You have the right to:
 - Access to your personal data;
 - Rectification of your personal data;
 - Erasure of your personal data;
 - Restriction of processing, in compliance with the requirements of the agreement in course of execution (legal basis);
 - Object to processing if not functional to the agreement in course of execution;
 - Portability of your personal data;

- 7 RIGHT TO LODGE A COMPLAINT TO A SUPERVISORY AUTHORITY: In case of violations of legal provisions concerning the processing of your personal data you have the right to lodge a complaint to the Supervisory Authority for personal data protection;
- 8 REQUIREMENT OF PROVIDING PERSONAL DATA AND CONSEQUENCES OF ITS DENIAL: The provision and the processing of your personal data for the purposes above described are necessary conditions for the execution of the pending agreement. Your objection to that provision and processing shall render the execution of the agreement impossible.

CONSENT

Read and understood all the above, I consent to the processing of my personal data for the purposes explained in the present document, with particular reference, if necessary, to the special categories of personal data referred to under art. 9 Regulation (UE) 2016/679 (GDPR)

Milan,

Signature

RECEIPT FOR THE DELIVERING OF THE WORK, KEEP IT AND BRING IT IN ORIGINAL AT THE MOMENT OF COLLECTING THE WORK AFTER THE EXAM BY THE ARTISTIC COMMITTEE.

(to be filled in by the Fondazione Lucio Fontana at the moment of delivering of the work in the premises of Corso Monforte 23 – Milan, Italy)

DEPOSIT NO.

WORK DELIVERED ON

Signature Fondazione Lucio Fontana

Signature Owner / Delegate

WORK WITHDRAWN ON

Signature Fondazione Lucio Fontana

Signature Owner / Delegate