

FondazioneBASSIRI

AGREEMENT FOR THE PURPOSES OF THE ISSUE OF THE CERTIFICATION OF AUTHENTICITY [ATTACHMENT 2]

The undersigned

Resident in

Tel. no. and email

Requests the inclusion of the following work in the Bizhan Bassiri Archive:

TITLE:

YEAR:

MEDIUM:

SIZE:

N.B. Please provide the name and address and tel. no./email of the owner, if you are submitting a request on their behalf.

The undersigned hereby confirms that they have read the following contract conditions and accept them in full.

The owner of the work confirms that they have read the information relating to personal data protection enclosed.

The owner of the work gives their consent to the processing and storage of their personal data by the Foundation in accordance with the information enclosed here.

The inclusion of the work in the Archive takes place at the request of the individual concerned and at the discretion of the Bassiri Foundation, after the appropriate checks have been carried out and an opinion of authenticity of the work of the artist has been issued (Certificate of Authenticity); subject to exceptions, the issue of the authentication will take place following the examination of the original work, carried out according to the procedure described below. It will be issued according to the state of art and technical know-how currently available.

1. The Foundation must receive the compiled preliminary technical sheet, photographic documentation, and enclosed forms at least two weeks prior to the authentication process. The applicant undertakes to provide all information in their possession, providing that this is substantiated, and will be held responsible for any inaccurate or incomplete information provided.
The applicant must allow the Bassiri Foundation to keep the work for the time required to carry out further technical analyses, should this prove necessary.
2. When submitting their request, applicants must send the Bassiri Foundation proof of payment (according to the list of fees in the "AUTHENTICATION COSTS" [ATTACHMENT 4] on the Bassiri Foundation website).
3. Should it be necessary to ship the work to the Foundation for the purpose of the issue of the Certificate of Authenticity, the applicant will be expected to take out the necessary insurance to cover the work from the risk of theft, loss, damage and/or destruction throughout the period of shipping and its custody at our premises. The applicant shall therefore exempt the Foundation from all liability.
4. Once a positive opinion has been expressed with regard to the authenticity of the work, the applicant will be sent the relative Certificate of Authenticity and the work will be added to the Archive database. The Certificate of Authenticity will be sent by post or international courier and will be issued as a single copy. The Foundation reserves the right to choose how to present the work and all publication rights with regard to the work.

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It is understood that the Foundation may freely reproduce – at no cost – the photographs of the work evaluated at its discretion, citing the year of the photograph and the name of the photographer, if known.

The work itself must always be accompanied by its Certificate of Authenticity should it be passed on to others, and the new owner's details should be communicated to the Foundation so as to ensure the work's traceability in the public interest. Under no circumstances will duplicate copies of the Declaration of Authenticity be issued with the aim of safeguarding the work from eventual forgeries.

5. Documentation will not be returned in the case of a negative opinion, that is, when no Certificate of Authenticity is issued and the work is not included in the Catalogue. The applicant confirms that they will accept the response – written but not otherwise specified – waiving all claims and/or lawsuits against the Bassiri Foundation and its consultants with regard to the refusal to issue the Certificate of Authenticity. The undersigned also vouches for their assignees and/or transferees of the un-archived work, indemnifying the Bassiri Foundation from third party claims and also undertaking to communicate the negative opinion to all such parties.
6. Should undeclared facts regarding the provenance of the work come to light, the Bassiri Foundation reserves the right to communicate with third parties or competent authorities as it sees fit without any objections being made by the applicant.
7. The Bassiri Foundation does not undertake to provide any opinions whatsoever: should it for any reason refuse to examine the work, it will repay the fee paid; it reserves the right to withhold judgement should it believe that there is insufficient evidence on which to base a decision: in this case, the work will be listed as “under study” in the database.
8. In the event that the Bassiri Foundation should be held responsible for any actions or facts whatsoever arising from its relationship with the applicant, this responsibility shall not exceed the sum paid by the applicant as a fee for the assessment.
9. All certification drawn up by the Bassiri Foundation will be in the Italian language. The parties agree that in the event of any dispute arising in connection with the interpretation and/or execution of this agreement they will submit to the exclusive jurisdiction of the Court of Rome and that it shall be construed in accordance with Italian law.

Place

Date

Signature