

Request for the participation in the WorldWideMetaMuseum

I, as(role)
of(Organization)
(from now “the Organization”)

ask for the participation of the Organization in the WorldWideMetaMuseum project, better described in the annex “A”, for the dissemination via Internet of cultural contents regarding its heritage; the heritage will be consequently made available gratis to anyone is connected to the Internet.

The Organization and Associazione I-Museum ONLUS (from now “I-Museum”) agree the following:

1. The premises above and the annex “A” are part of this agreement.
2. I-Museum puts at disposal of the Organization a space on the server, as a free commodatum, in order to publish on the www.wvmm.org site images and texts referred to the Organization’s heritage, and general information on its activity.
3. In order to reach the objectives described in the annex “a”, I-Museum and the Organization agree that the users of the Internet will consult the www.wvmm.org site completely gratis.
4. The Organization will have at its disposal an unlimited space on the server, unilaterally chosen by I-Museum, and will not consider I-Museum responsible for bad functioning or interruptions of the service that don’t depend on I-Museum.
5. The Organization is from now authorised to insert or remove texts and images (see point 2) in the www.wvmm.org site under its own responsibility, guaranteeing to I-Museum the full availability of the rights of reproduction of the images, the works and the objects inserted in the site; the Organization will not involve I-Museum in any contestation regarding the images.
6. The Organization guarantees that the images it will publish on the www.wvmm.org site will comply the technical requirements described in the annex “b”; the annex “b” is part of this agreement.
7. If the Organization wants to publish on the www.wvmm.org site images for which it hasn’t property, use or publication rights, the Organization will commit itself to obtain for itself and for I-Museum the needed permissions; I-Museum will not be responsible for any consequence of non-permissions.
8. The Organization will insert, with its own means and funds, the images and texts (see point 2); the Organization guarantees from now that images and texts are legal and don’t offend decency, and they comply the project objectives described in annex “a”; anyway if I-Museum deems the inserted contents are not legal or they offend decency or they don’t comply the objectives described in annex “a” or the technical requirements described in annex “b”, it could cancel this agreement or remove all the contents or parts of them without warning and simply communicating it with means that make possible to demonstrate the communication was received.
9. Property and rights regarding images, texts and all information contained in the documents the Organization inserted in the www.wvmm.org site, remain property of the Organization

itself, while the graphic part of the web pages built by I-Museum, and the structure and the architecture of the site itself, remain exclusive property of I-Museum: the Organization from now recognize they are property of I-Museum.

10. The Organization, from now, authorizes I-Museum to use the texts and the images (see point 2) with the only aim of promoting the project described in the annex “a”.
11. The Organization and I-Museum commit themselves to carry out specific projects aimed to exploit the Organization’s heritage through the WorldWideMetaMuseum, to reach jointly the grants needed for them realization and to give each other information regarding these required and obtained grants. The specifications of these projects will be defined and regulated in separate documents.
12. This agreement has unlimited duration and would be cancelled through a communication of one Part to the other, without the need of explanation, with means that make possible to demonstrate the communication was received, with a seven working days warning.
13. In case of disputes on the effectiveness of this agreement or on its interpretation, the parts agree that, before any legal action, an attempt of conciliation will be tried at the “Organismo di Conciliazione Extra Curia”, settled in Desio (Milan), via San Pietro, 32. If this attempt will not be successful, the parts agree to entrust the dispute to an unique arbitrator, that will decide according to the law, according to the article 806 and following articles of the Italian Civil Code of Procedure. The parts will give each other the names of three arbitrators for each part, in order to choose the unique arbitrator; if no agreement is reached on the arbitrator within 10 days from the conciliation attempt, the choice will be made by the President of the Court of Milan, the town where the arbitration will take place.
14. The parts agrees that the law applicable to this agreement is the Italian one and that, in case of translation of this agreement, the only effective version will be the Italian one.

The Organization declares it has read and specifically approved this agreement, in particular regarding clauses described in numbers 4, 5, 6, 7, 8, 12, 13, 14, and in annexes “a” and “b” that are part of this agreement.

Place and date:

Signature: