



VILLA MÉDICIS  
ACADÉMIE DE FRANCE  
À ROME

French Academy in Rome – Villa Medici

## Ethical Charter

on Patronage, Sponsorship and relations with individuals, companies and foundations  
(approved by the Administrative Board on 9 April 2013)

### Preamble

Villa Medici was built during the Sixteenth century under the direction of the architect Bartolomeo Ammannati according to the wishes of the cardinal Ferdinando de' Medici. From its acquisition by Napoleon Bonaparte in 1803, Villa Medici has remained the seat of the French Academy in Rome.

Villa Medici, seat of the French Academy in Rome is a French public institution under the aegis of the Ministry of Culture. The French Academy in Rome have three main missions:

- 1 - the Colbert mission aims at hosting artists in residence;
- 2 - the Malraux mission aims at promoting artistic and literary creation, organizing cultural events and developing scientific activities about art history;
- 3 - the maintaining, restoring and enhancing heritage purpose.

The French Academy in Rome – Villa Medici has gradually built an active partnership policy and a possibility of renting its venues in order to develop its internal resources. Patronage, sponsorship and rentals are based on an association of public perception between two partners. To settle such an agreement, the French Academy in Rome – Villa Medici wishes to see a certain number of ethical rules set out to guide relations with companies, foundations, and individuals within the scope of this operations.

### Definitions

As part of an act of patronage, sponsorship, sponsoring, or as part of a rental activity, the French Academy in Rome - Villa Medici can settle an agreement with any company or foundation established in France, in Italy or elsewhere.

**Patronage:** Patronage is a skills, material or financial support given by an individual or a company to the French Academy in Rome – Villa Medici for an activity presenting a mutual interest without any direct return from the beneficiary. The French Academy in Rome – Villa Medici may provide the patron with some special benefits (such as communication, venues provision, catalogs of exhibitions in progress, guided tour,...) corresponding to a maximum of 25% of the total amount given.

In France, regarding associations and foundations, patronage shall be under the scope of the Law no. 2003-709 of the 1<sup>st</sup> of August 2003. Article 200 of the CGI (French tax code) set out the tax deductions terms for individuals. As for Italian corporations and foundations, patronage shall fall under the 22<sup>nd</sup> December 1986 n.917 decree of the President of the Republic and the law n.342 of the 21<sup>st</sup> November 2000.

**Sponsorship:** As part of an act of sponsorship, a company or an individual will provide support to an organization with a direct return from the beneficiary. Since sponsorship is based on the general principle of philanthropy, the partnership agreement must respect an effective disproportion between the donation amount and the valuation of special benefits granted by the institution. The sponsorship of French companies shall fall under the terms set out in Article 39-1-7e of the CGI (French tax code).

**Sponsoring:** Within the scope of an act of sponsoring and according to the general spirit of philanthropy, the partnership convention must respect an effective disproportion between the donation amount and the valuation of special benefits granted by the institution. As for Italian companies, the Italian Civil Code defines sponsoring as follows : *"strumento di comunicazione per mezzo della quale uno sponsor fornisca contrattualmente un finanziamento o un supporto di altro genere, al fine di associare positivamente la sua immagine, la sua identità, i suoi marchi, i suoi prodotti o servizi ad un evento, un attività, un'organizzazione o una persona da lui sponsorizzata"* (Codice delle sponsorizzazioni – Camera di commercio internazionale).

## 1. Ethical Principles

- 1.1 The French Academy in Rome – Villa Medici shall refrain from receiving funds or donations under its own and undisputed judgement. The Academy's purpose is to promote the excellence within the fields of research, arts and culture. Therefore the French Academy in Rome shall not authorize any activity as part of a Villa Medici venue rental if it is incompatible with the French Academy's institutional activities or image.
- 1.2 With the recognition of the Ethical Charter, the partner shall declare his activity to be under the scope of the operative laws and regulations. The Academy shall reserve all the right to verify the authenticity of the information given by the partner.
- 1.3 Except with the prior approval of the director during the venues occupancy, under no circumstances may the French Academy in Rome authorize a company to conduct commercial activity for the sale of products or services.

## 2. Free-of-charge Provision

The Academy of France in Rome - Villa Medici may only make its spaces available free of charge to third parties (whether companies, government entities, associations, or any other corporations or individuals) if they are part of a convention, under the condition that this free-of-charge provision objectively serves the interests of French Academy and that it does not result in foregoing paid rentals or compensation for acts of patronage or sponsorship.

## 3. Location, Hours, Schedule and Capacity

- 3.1 The venues of the French Academy in Rome – Villa Medici available for a private use are: the Grand Salon, the Salon de musique, the Salon de lecture, the Loggia, the Piazzale, the Belvedere, the Terrasse du Bosco, the Ferdinando galleries, the Lemon Garden and the Atelier du Bosco.
- 3.2 Duration and provision of the rental venues are negotiated under specific agreed terms and conditions with the partner on a case-by-case basis.
- 3.3 Under no circumstances may the event at Villa Medici continue after midnight, except for extraordinary cases expressly specified in the agreement.
- 3.4 Private events held at Villa Medici must not interfere with the French Academy in Rome – Villa Medici normal activities or cause disturbance to regular visitors and residents. In the event that this access is nevertheless disturbed for a limited period of time, the French Academy in Rome – Villa Medici shall undertake to provide the public with all the information needed to explain the nature and duration of the disturbance. Similarly, if, as part of an act of sponsoring, patronage or Academy venues rental, the French Academy in Rome – Villa Medici, were to accept a contribution that creates visual or noise disturbance for the immediate surroundings, the Academy shall be committed to providing the necessary information as to the nature and duration of the disturbance.

3.5 Any installation such as lighting, music, furniture and decoration devices, as well as all the interventions of external suppliers must take into account the area, the normal activity and the general spirit of the French Academy in Rome – Villa Medici.

Any decision must be submitted for prior approval by the Villa Medici's Director to be recorded in the corresponding agreements.

At the partner's request, the French Academy in Rome - Villa Medici will be able to provide a non-exhaustive list of companies approved previously by the Direction.

#### **4. Provision on communication**

4.1 The French Academy in Rome - Villa Medici and its partners shall agree on the nature of the communication made around the act of sponsorship, patronage or venue rental. The partner agrees to submit any form and any communication support for prior approval by the Academy's Director.

4.2 Use of the Villa Medici logo and pictures subject to copyright is only permitted upon authorization of the Director.

#### **5. Respect for Artworks, Buildings and Image**

5.1 As part of an act of sponsorship, patronage or venue rental, the French Academy in Rome – Villa Medici shall not authorize any activity that would occur to harm the security of the building.

Similarly, the French Academy shall commit, within the bounds of French copyright law, to ensuring that partners refrain from abusive use of the images of artworks in its collections in terms of their integrity or their meaning.

5.2 Photos and videos taken within the Academy's venues shall be exclusively used for private and event-related purposes and must not be neither released to the public nor commercialized. Photos or videos with a commercial or public aim will have to be billed under the tariff conditions voted by the Executive Board.

#### **6. Hiring priority given to the Academy's employee**

Regarding to the specificity of the area and the presence of artworks, the existing staff of the Academy shall be hired in priority. Any external suppliers must be approved by the Academy's Director or by the Head of Security.

#### **7. Transparency**

As part of the annual report, the French Academy in Rome – Villa Medici shall present to the Executive Board a statement of the actions led within the context of sponsorship or patronage operations. The institution shall commit to providing the Executive Board with the details of the special benefits obtained by all operations from sponsors, patrons, or donors.

On the other hand, the Executive Board shall respect any confidentiality clauses the Academy may have subscribed at the request of its partners, except for the legal need of information.

#### **8. Specific rules applied to Patronage and Sponsoring**

##### **8.1 Special benefits**

The French Academy in Rome - Villa Medici may grant the sponsor some special benefits (communication, venues provision, catalogs, guided tours,...) corresponding to a maximum of 25% of the final amount.

Since sponsorship is based on the general principle of philanthropy, the partnership shall ensure that all contractual relationships with a partner respect a real disproportion

between the donation amount and the valuation of the special benefits granted by the institution.

Any special benefits granted within the scope of communication have to be subjected to a valuation depending on the duration of use of the Academy's image and on the extent of the visibility granted.

#### 8.2 Artistic independence

The French Academy in Rome is committed to not accept any intervention on the artistic content of a project by a company or individual that has provided financial support for the said project in full or in part within the context of patronage or sponsorship. Nevertheless, the partner shall be informed of the development of the project.

#### 8.3 Naming practices

The French Academy in Rome - Villa Medici shall refrain from renaming a venue or an event that has been consecrated by history after a company or an individual donor in acknowledgement of a particularly generous act of sponsorship or patronage.

If a space has no historic name, the Director may suggest the name of a donor to the Academy's Executive Board in acknowledgement of a particularly generous act of sponsorship or patronage for a period of time that is necessarily limited.

#### 9. Applicable law – jurisdiction

This Ethical Charter shall be governed by and construed in accordance with the French law. The Parties agree to use their best efforts to settle any dispute arising from the interpretation in connection with the Ethical Charter through negotiations. In case no settlement can be reached, the proceeding shall be conducted by the French jurisdiction through the Administrative Court of Paris.