

I the undersigned (name) _____ (surname) _____ ,
born in (place of birth) _____ on (date of birth) _____ ,
fiscal code n.: _____ , address: _____

email: _____ , tel.: _____ ,
pseudonym or pen name (optional): _____ ,
author of the graphic work representing article _____ of the Constitution of the Italian
Republic (the “**Work**”),

1. intend to take part in the project provisionally entitled “La Costituzione più bella del mondo” (the “**Project**”), owned by Marimo S.r.l., with its principal place of business located at Via degli Ausoni, 3, Rome (Italy), VAT n.: 09712941005, represented by Manuela Morpurgo (“**Marimo**”), as described in the website www.designforsocialimpact.marimo.it (the “**Website**”).
2. By uploading the Work on the Website, I hereby grant Marimo, without consideration of any kind, the right to make the Work available through a Creative Commons License CC-BY-NC-ND, i.e. Attribution – NonCommercial - NoDerivatives (the “**License**”), available at the following URL: <https://creativecommons.org/licenses/by-nc-nd/3.0/legalcode> . The License is to be understood as an integral and substantial part of this agreement and to be considered signed by placing the signature at the bottom of this deed; in case of conflict, the provisions of this latter shall prevail. I undertake, in any case, not to make the Work available to third parties in terms other than those indicated in this paragraph without the prior consent of Marimo.
3. I hereby warrant and represent that:
 - a) I am the sole and exclusive owner of all exclusive rights in and to the Work, as I am the sole author of it, or for having acquired them from any co-authors through a deal which is attached to this agreement;
 - b) I have the legal power and authority to enter into this agreement, and I have not assigned/ granted/licensed to any third parties any of the rights in and to the Work;
 - c) the Work is original and does not infringe any third party rights nor any laws including those regarding public order and morality;
 - d) I cannot whatsoever be considered as author of the Project, since I have not taken part in its conception and creation, nor can I claim any right to it.I hereby agree to indemnify Marimo as well as its partners, assignors, assignees, licensors, licensees, from any and against any and all claims whatsoever arising out of any breach or failure of any warranty or representation made hereunder as well as of the License.
4. I also agree that Marimo may decide, in its sole and absolute discretion and at any time, to replace and/or not to make the Work available on the Website, or, more in general, not to make the Work be part of the Project, and I hereby waive any rights to objection and/or claim whatsoever in this regard.
5. I hereby agree that Marimo may decide, in its sole and absolute discretion and at any time, to use the Work for commercial purposes. Marimo undertakes to inform me and to indicate the consideration due to me for the transfer of the related rights. It is understood that the use of sponsorships of any kind, to cover the costs of carrying out the Project in all of its forms, is not intended as use for commercial purposes.
6. This agreement and any claim or dispute arising hereunder shall be subject to the Italian law and the exclusive jurisdiction of the Italian Court of Rome.

Place and date of signature: _____

For acknowledgement and acceptance:

(Signature of the author)



(Marimo S.r.l.)

According to articles 1341 and 1342 of the Italian Civil Code, the following clauses are expressly and specifically approved: art. 2. (subject of the agreement); art. 3. (representations, warranties and indemnification); art. 4. (replacement, removal or non publication of the Work and waiver of claims); art. 5. (approval of the commercial use and non-commercial purpose of sponsorships); art. 6. (applicable law and jurisdiction).

(Signature of the author)