“**RULES OF PROCEDURE TO AUTHORIZE THE TEMPORARY USE OF PREMISES WITHIN THE ALMA MATER STUDIORUM - UNIVERSITY OF BOLOGNA**” approved by the Board of Governors on the 29/09/2015

**FOREWARD**

These rules of procedure regulate the authorisation for temporary use, to public or private third parties and University bodies, of premises available within the Alma Mater Studiorum - University of Bologna, from now on referred to as the University.

These rules of procedure cannot be applied to regular administrative, teaching and research work which is carried out on a permanent basis at the University during normal opening hours.

The authorisation for the use of these premises is entrusted to the irrevocable decision of the University.

**CLAUSE 1 - Content of the authorization**

The authorisation for temporary use can cover internal (atria, lecture theatres..) or external (courtyards, gardens, car parks..) premises in university buildings, as long as absolute priority is given to institutional activities.

For the purpose of the rules of procedure, the authorisation for temporary use should be no more than 29 days per year and not necessarily consecutive days.

**CLAUSE 2 - Aim of the authorization**

The University premises can be authorised for temporary use:

• to host institutional events or activities promoted or organised, either partially or wholly, by University bodies

• to host events, activities, meetings, photographic, cinema or multimedia shoots by public or private third parties on condition that they are compatible with the university's aims and protect the University's image (a few examples being: conferences, seminars, cinema discussions, conventions, public exams/selections, film productions or those of a cultural nature)

• cultural, sporting or recreational events held by student associations or cooperatives

• to host trade union assemblies for University employees, sponsored by representative trade unions and the Unitary workplace union structure within the terms of the Law. The requests to hold trade union and Unitary workplace union meetings are governed by law and industry regulations and the premises are requested without the formalities cited in the following clauses 4 and 9 of these rules of procedure.

Authorisation cannot be granted for events sponsored by political or party related organisations.

Areas for selling to the public cannot be authorised unless specifically agreed to by the university and subject to authorisation from the Chancellor or a delegate.

Advertising and the displaying of information can be permitted subject to authorisation from the General Affairs Area - Communication Sector, and as long as it is related to a conference or meeting.

Beyond this, it can only be allowed with authorisation from the Chancellor or a delegate.

**CLAUSE 3 - Grantors**

Authorisation for temporary use of the premises is granted by those in charge of the University structures (Dept. Heads, Presidents and Vice-presidents of Schools, Directors of structures mentioned in clause 25 of the University Charter and assimilates) and by the General Administration Managers, for the areas specifically assigned to them.

**CLAUSE 4 - Procedure for presenting a request for authorisation**

The request for authorisation to temporarily use the premises should be sent in writing, or on-line, to the grantor of the premises in question, at least 30 days prior to the starting date.

The request should include:

• kind of space required and desired capacity

• type and content of the event; who it is aimed at and the programme - a provisional version will do, with an idea of speakers and/or guests and any important figures from the world of politics, economics, science, finance or the world of art or sport

• days and times required

• any outfitting required. Should any requests from third parties, either public or private, foresee the use of external outfitters, then proof of appropriate third party liability insurance must be provided

• the days and times foreseen for outfitting and dismantling

• the equipment and technical services needed for the event and what will be supplied by third parties

• an indication of the means that will be used to advertise the event (web, press, fliers, newsletters, posters etc.)

• name and telephone number of a contact person

• any organising agency/administration office

• an indication of whether the event will receive any financing from third parties (any enrolment or registration fees, sponsorship or contributions)

• an indication of whether any patronage is being granted by a University structure or Campus

• if the advertising of any goods/services is foreseen

• if any catering/buffet is planned

• if any photography or filming is foreseen

• if any photographic display or video projection is planned

• invoice details

**CLAUSE 5 - Photography and filming**

The request to take photographs or to film for the cinema or for multimedia purposes, whether it requires the occupation of premises for outfitting or not and/or the mounting of equipment, should be sent in writing and on-line to whoever will grant use of the premises or goods in question and to the General Affairs Area - Communication Sector at least 15 days prior to the start date of filming.

The request should include:

• the premises an/or goods to be shot

• the contents, aims and final use of the shots or reproductions (for financial gain or free of charge)

• the equipment and filming method

• any distribution or advertising means aimed at third parties

• the number of examples produced

• the country / or countries where the material will be distributed

• days and times required for filming

The need for any outfitting and/or positioning of equipment

• the data needed for invoicing in the event that authorisation is granted at a cost.

Should the General Affairs Area feel there is no more need for further investigation, it will inform the grantee and the grantor that said authorisation has been granted.

The authorisation to film that does not involve the occupation of premises and is carried out by private individuals for personal use or for academic purposes and by public or private individuals for developmental purposes as long as it does not involve financial gain, is formalised with specific authorisation from the grantor, that sets out the specific conditions under which filming can go ahead, and is granted free of charge, with the exception of the possible request for reimbursement of expenses sustained by the grantor.

The authorisation to film which involves occupying premises and any other aim that differs from those mentioned in the previous comma is formalised with the specific contract mentioned in clause 9 and is normally granted on the basis of a standard rate. As far as the nature of the filming is concerned, including commercial, and/or duration, the grantor can decide on a different specific payment in agreement with the General Affairs Area - Communication Sector.

In specific, justified cases the Chancellor or a delegate can exceptionally grant authorisation free of charge.

Unless otherwise specified by the General Affairs Area, filming must carry the wording "Thanks to /on the authorisation of the Alma Mater Studiorum - University of Bologna" and a warning prohibiting further reproduction or duplication by any means.

The above-mentioned wording should also be added even if the filming is not destined for public distribution and is shot with electronic or on-line equipment.

The University reserves the right to request a copy of material reproduced prior to its distribution.

**CLAUSE 6 - Reproduction of cultural heritage**

In the event that the reproduction of cultural heritage is requested for collection and photographic catalogues and general filming, the contract mentioned in clause 5 foresees:

• handing over a double original copy of the film or photograph to the General Affairs Area - Communications Sector

• the return of the original photocolor after use with relative ID.

In any case, the activities foreseen under clause 108 comma 3 bis of Italian Legislative Decree 42/2004 are free.

**CLAUSE 7 - Journalistic services**

The request to film or take photographs whether it requires premises to be occupied or outfitted or not, and/or the positioning of equipment, for journalistic purposes, should be sent in writing and on-line to the grantor of the premises or goods in question and to the University Press Office.

The request should include:

• the premises and/or goods to be reproduced

• the contents, aims and destination of the films or reproductions

• days and times required for filming

•The need for any outfitting and/or positioning of equipment

**CLAUSE 8 - Paid or free authorisation**

The premises are normally authorised for use under payment, based on the Ordinary Rate.

The premises are authorised for use free of charge for:

- institutional, teaching and research events, organised by University structures and Campus

• to host trade union assemblies for University employees, sponsored by representative trade unions and the Unitary workplace union structure within the terms of the Law.

Furthermore, the premises are authorised for use free of charge but cleaning expenses are to be paid by the grantee as well as the cost of surveillance, should the event be held out-with the premises' normal opening hours for:

A. meetings, conferences, seminars and events, sponsored or organised by University structures, including any collaboration or aid from third parties, or that are part of participated research projects, as long as no enrolment or registration fee, sponsorship and specific contributions from participants or third parties is foreseen

B. masters degrees and professional courses run by the University, including those that issue CME credits in compliance with the relative regulation

C. cultural, sports or recreational events held by student associations or cooperatives authorised by the University

D. events held by Bodies supporting the Campus of an institutional nature and open to the general public or aimed at those attending the university

E. charitable events or ones of social and/or territorial interest that have received the patronage of University structures or Campus.

The premises will be granted for use at a price, based on the Favoured Rate, subject to assessment by the grantor, for:

F. Events mentioned in letter A, should they foresee enrolment or registration fees, sponsorship and specific contributions from participants or third parties as well as CME courses or similar initiatives backed by third parties which foresee enrolment fees

G. events mentioned in the previous letter E if they have received no patronage from University structures or Campus

H. teaching-training activities on behalf of third parties, run by the University and carried out up front, if they are organised out-with the premises' normal opening hours. For the same activities, the premises are authorised for use free of charge, if organised during the premises' normal opening hours.

I. teaching-training activities and scientific events set up by consortia or with the involvement of the University.

The rates carry a 30% discount on the overall amount:

- if the premises are requested for several days, not necessarily consecutive, as long as they are within the limits of the 29 days per year with a single initial booking that pinpoints all the dates immediately

- if several adjacent premises are authorised for use simultaneously in the same location which would reduce management costs.

A 50% discount is given on the rates for usage which does not exceed 6 hours per day.

In the case of usage which extends beyond the premises' opening hours, the costs will be calculated for the entire day and further surveillance costs (required for the closure of the premises after hours) will be directly charged to the third party.

In exceptional, justified cases, considering the specific relevance of the event and the institutional interest, the Chancellor, or a delegate can, on an exceptional basis, authorise free use, even in the cases of application of ordinary or favoured rates, with the exception of cleaning and surveillance expenses, should the event take place out-with the premises' normal opening hours.

Any advertising displays or information unrelated to the meetings or conferences, if permitted, is made official with the specific contract mentioned in clause 9 and is normally granted on the basis of the Ordinary Rate.

As far as the kind of advertising and its duration is concerned, the grantor can decide on a different specific payment in agreement with the General Affairs Area-Communication Sector.

**CLAUSE 9 - Authorization method**

If, within 10 working days of receiving the request, the grantor does not communicate that anything further is required, he sends the grantee:

- communication that the premises have been booked with an indication of any cost, if foreseen

or

- communication that it is impossible to authorise use of the premises.

If the grantee is a public or private third party, including a student association or cooperative - with the exception of the case stipulated in clause 12 below - the grantor draws up a specific contract to cover the authorisation which will be defined in detail within 7 working days prior to the date of use.

Failure by the grantee to sign the contract within these terms will free the University of any obligation regarding the booking of the premises.

If the grantee is a University structure, the authorisation is formalised with specific authorisation from the grantor, who specifies any conditions and regulations which the grantee will be subject to.

Prior to communicating the booking to the grantee, the grantor must:

• find out from the General Affairs Area - Communications Sector whether the authorisation falls within the "free of charge" category

• wait for authorisation from the General Affairs Area - Communications Sectors to see if the request includes taking photographs or any filming

• inform the General Affairs Area - Communications Sector if the request includes advertising activities, and wait for authorisation.

The cancellation of authorisation or the booking of premises should be communicated in writing to the grantor at least 5 days prior to the event.

 Failure to respect this deadline will incur charges for the entire cost, if applicable.

**CLAUSE 10 - How the premises will be used**

Authorising the temporary use of premises within the University involves respecting and correctly using the premises, including the furnishings and equipment provided.

In particular, the grantee must comply with:

- hygiene standards as well as those covering the safety of workers or premises as stipulated in current legislation

- the capacity of individual premises, specific licences and other unique regulations in relation to the kind of activities.

Furthermore, the grantee must ensure that:

- no fixed parts of the property are tampered with

- no posters, fliers or anything else are hung on the walls or doors, nor should any holes be made in the panels, floor or the structure in general

- no furnishings, equipment, ornaments or any other goods made available to them should be damaged or stolen

- emergency exits are kept clear and are plainly visible, as well as fire extinguishers, hydrants and safety signs.

Failure to do so will lead to the grantee being held directly responsible should anything happen.

Any outfitting that requires temporary changes to the layout of the premises must be authorised in advance and must be carried out by, and at the expense of, the grantee, in compliance with safety measures and regulations.

The grantor has the right to carry out spot checks to ensure that current regulations are being complied with and, in the event of non-compliance, adopt the necessary measures.

Smoking is forbidden within the buildings as is the introduction of animals with the exception of guide dogs for the blind as well as flammable or dangerous substances.

The grantee is responsible for meeting any requirements in communicating with Law Enforcement Agencies as well as copyright or any other obligations foreseen under current legislation with the regard to such an event.

In the event of goods subject to protection laws being displayed and which, therefore, require special supervision, this too will be at the expense of the grantee, freeing the University of any responsibility for theft or damage to said goods.

Unless otherwise agreed because favourable to the grantor, the grantee is obliged to use the surveillance services and watchmen for the premises authorised for use, who are already part of the University staff.

When the period of use has expired the grantee will leave the premises and equipment in the same condition as they were found.

Should the premises and relative equipment be damaged, it will be the grantee's full responsibility to meet the cost of repair work.

**CLAUSE 11 - How the equipment will be used**

The direct use of systems and equipment supplied by the University on its premises by external figures is not generally permitted; the presence of technical personnel provided by the grantee as back up for the events should be requested and agreed upon in advance with the grantor.

Any use of equipment belonging to third parties or the grantee, whether replacing or enhancing existing equipment, will not incur a reduction in the cost and must be authorised in advance by the grantor.

In any case, the grantee is required to only use equipment that complies with current legislation; any support structures used by the grantee must be free-standing.

When the period of use has expired, the grantee must leave the equipment in the same condition as it was found.

Should any equipment be damaged, it will be the grantee's full responsibility to meet the cost of repair work.

**CLAUSE 12 - Further clarifications on granting authorisation to student associations and cooperatives**

The granting of authorisation to University-approved student associations and cooperatives to use premises to set up information or advertising booths, does not require a contract to be drawn up but is subject to approval from the grantor who will specify any conditions and regulations that need to be complied with.

Bearing in mind clause 8, any connections or specific outfitting for events being held in the open-air are at the expense of the student associations and cooperatives.

The student associations and cooperatives are obliged to check if any specific authorisation is required to use university premises open to the public.

**CLAUSE 13 - Come into force**

These regulations will come into force the day after they are published in the University's Official Bulletin.

**Attachment**

 **“LIST OF CHARGES”** approved by the Board of Governors on the 29/09/2015

**"ORDINARY RATE"**

|  |  |  |
| --- | --- | --- |
| **LECTURE THEATRES PER NO. OF SEATS** | FINAL RATE1 day, from 6 to 12 hours of use **during normal opening hours** of the premises | FINAL RATE1 day, from 6 to 12 hours of use **out-with normal opening hours** of the premisesincluding extra surveillance and cleaning expenses |
| Up to 50 seats/m2  | € 132.00 \*\* | € 330.00 \*\* |
| From 51 seats/m2 up to 100 seats/m2  | € 171.00 \*\* | € 371.00 \*\* |
| From 101 seats/m2 up to 150 seats/m2 | € 201.00 \*\* | € 402.00 \*\* |
| From 151 seats/m2 up to 200 seats/m2  | € 327.00 \*\* | € 626.00 \*\* |
| From 201 seats/m2 up to 300 seats/m2  | € 393.00 \*\* | € 694.00 \*\* |
| From 301 seats/m2 up to 400 seats/m2  | € 453.00 \*\* | € 758.00 \*\* |
| From 401 seats/m2 up to 600 seats/m2  | € 574.00 \*\* | € 885.00 \*\* |
| Unequipped external or internal space up to 300m2 | €110.00 \* | €215.00 \*\* |
| Unequipped external or internal space up to 600m2 | € 219.00 \*\* | € 330.00 \*\* |
| Unequipped external or internal space up to 1,000m2 | € 366.00 \*\* | € 484.00 \*\* |
|  | \* All rates are net of VAT\*\* €50.00 is added to each contract for management procedure costs (with the exception of favoured rates) |
| 1. | the use of lecture theatres during opening hours, for a period longer than 6 hours, should be calculated as an entire day's use; if it is for less than 6 hours, a 50% discount is applied. |
| 2. | if it is being used out-with the premises' normal opening hours, the rate for the entire day will be applied, even if for a period of less than 6 hours |
| 3. | fractions of an hour are calculated as a whole hour (e.g.: 45 minutes = 1 hour) |
| 4. | a 30% discount is given on the overall rate when the premises are requested for a prolonged period of use (several days in a single booking) or if the premises granted simultaneously are multiple and adjacent which would partially reduce management costs |
| 5. | If the use of the lecture theatres is out-with normal opening hours the surveillance costs (required for opening and closure) as well as additional cleaning (added to the standard proposal) are directly charged to the third party; the grantor structure can opt for direct management of these services asking for a reimbursement of costs after the event or by asking the grantee to directly manage the whole procedure from the order stage to the final invoicing, contacting only the suppliers indicated by the University |
| 6. | for evening use which extends beyond the premises' normal opening hours, the cost of an entire day will be calculated and additional costs for surveillance (required to close the premises out-with normal opening hours) will be at the expense of the third party; the grantor structure can opt for direct management of these services asking for a reimbursement of costs after the event or by asking the grantee to directly manage the whole procedure from the order stage to the final invoicing, contacting only the suppliers indicated by the University |

**FAVOURED RATE\***

|  |  |  |
| --- | --- | --- |
| **LECTURE THEATRES PER NO. OF SEATS** | FINAL RATE1 day, from 6 to 12 hours of use **during normal opening hours** of the premises | FINAL RATE1 day, from 6 to 12 hours of use **out-with normal opening hours** of the premisesincluding extra surveillance and cleaning expenses |
| Up to 50 seats/m2  | € 37.00 \*\* | € 328.00 \*\* |
| From 51 seats/m2 up to 100 seats/m2  | € 75.00 \*\* | € 367.00 \*\* |
| From 101 seats/m2 up to 150 seats/m2 | € 106.00 \*\* | € 397.00 \*\* |
| From 151 seats/m2 up to 200 seats/m2  | € 136.00 \*\* | € 619.00 \*\* |
| From 201 seats/m2 up to 300 seats/m2  | € 201.00 \*\* | € 684.00 \*\* |
| From 301 seats/m2 up to 400 seats/m2  | € 262.00 \*\* | € 745.00 \*\* |
| From 401 seats/m2 up to 600 seats/m2  | € 383.00 \*\* | € 865.00 \*\* |
| Unequipped external or internal space up to 300m2 | € 110.00 \*\* | € 210.00 \*\* |
| Unequipped external or internal space up to 600m2 | € 219.00 \*\* | € 319.00 \*\* |
| Unequipped external or internal space up to 1,000m2 | € 366.00 \*\* | € 466.00 \*\* |

\* All rates are net of VAT

1. the use of lecture theatres during opening hours, for a period longer than 6 hours, should be calculated as an entire day's use; if it is for less than 6 hours, a 50% discount is applied.
2. if it is being used out-with the premises' normal opening hours, the rate for the entire day will be applied, even if for period of less than 6 hours
3. fractions of an hour are calculated as a whole hour (e.g.: 45 minutes = 1 hour)
4. If the use of the lecture theatres is out-with normal opening hours the surveillance costs (required for opening and closure) as well as additional cleaning (added to the standard proposal) are directly charged to the third party; the grantor structure can opt for direct management of these services asking for a reimbursement of costs after the event or by asking the grantee to directly manage the whole procedure from the order stage to the final invoicing, contacting only the suppliers indicated by the University
5. for evening use which extends beyond the premises' normal opening hours, the cost of an entire day will be calculated and additional costs for surveillance (required to close the premises out-with normal opening hours) will be at the expense of the third party; the grantor structure can opt for direct management of these services asking for a reimbursement of costs after the event or by asking the grantee to directly manage the whole procedure from the order stage to the final invoicing, contacting only the suppliers indicated by the University
6. a 30% discount is given on the overall rate when the premises are requested for a prolonged period of use (several days in a single booking) or if the premises granted simultaneously are multiple and adjacent which would partially reduce management costs.

**RATES FOR PREMISES OF PARTICULAR HISTORICAL/ARTISTIC INTEREST\***

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| --- | --- | --- |
| **PREMISES OF PARTICULAR HISTORICAL INTEREST** | FINAL RATE **1 day, from 6 to** **12 hours of use** **during normal opening hours** of the premises | FINAL RATE **1 day**, from 6 to 12 hours of use **out-with normal opening hours** **of the premises** |
|  Prodi Lecture Theatre (San Giovanni in Monte) - approx. 130 seats - **ORDINARY RATE** | € 700.00 \*\* | € 990.00 \*\* |
| Prodi Lecture Theatre (San Giovanni in Monte) - approx. 130 seats - **FAVOURED RATE**  | € 250.00 \*\* | € 550.00 \*\* |
| Santa Lucia Apsidal Lecture Theatre - approx. 200 seats | € 779.00 \*\* | € 1,070.00 \*\* |
| Marescotti Hall - Brazzetti Marescotti Palace - approx. 96 seats | € 401.00 \*\* | € 692.00 \*\* |
| Poets' Hall - approx. 100 seats | € 401.00 \*\* | € 692.00 \*\* |
| Winter Garden (approx. 600m2) | € 401.00 \*\* | € 692.00 \*\* |

\* All rates are net of VAT

\*\* Only in the cases highlighted in the table is €50.00 added to each contract for management procedure costs (with the exception of favoured rates)

1. the use of lecture theatres during opening hours, for a period longer than 6 hours, should be calculated as an entire day's use; if it is for less than 6 hours, a 50% discount is applied.
2. if it is being used out-with the premises' normal opening hours, the rate for the entire day will be applied, even if for period of less than 6 hours
3. fractions of an hour are calculated as a whole hour (e.g.: 45 minutes = 1 hour)
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