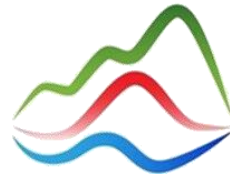




**Finanziato  
dall'Unione europea**  
NextGenerationEU



**MINISTERO  
DEL TURISMO**  
REPUBBLICA ITALIANA



# Public notice for the conclusion of collaboration agreements for the provision of editorial content in the tourism sector free of charge

Data: 28/06/2022



**Finanziato  
dall'Unione europea**  
NextGenerationEU



**MINISTERO  
DEL TURISMO**  
REPUBBLICA ITALIANA





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TABLE OF VERSIONS			
Date	Version	Description	Modifications
16/06/2022	1.0	First release	All





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## Public notice for the conclusion of collaboration agreements for the provision of editorial content in the tourism sector free of charge

The National Agency for Tourism, a Public Economic Entity based in Via Marghera 2/6, 00185 Rome, VAT number 01008391003, in the person of Prof. Roberta Garibaldi with the role of CEO, in his capacity as legal representative pro tempore and/or subject with the necessary powers to sign this agreement (hereinafter also only "ENIT"),

*in collaboration with*

the Ministry of Tourism (hereinafter also only "MiTur")

### WHEREAS

- Article 54-bis, paragraph 1, of Decree-Law No. 22 of March 1, 2021, establishes the Ministry of Tourism, to which are attributed the functions and tasks pertaining to the State in the field of tourism, except those attributed, by the same decree, to other ministries or agencies, and without prejudice, in any case, to the functions conferred by current legislation to the regions and local authorities
- with the Decree of the President of the Council of Ministers of May 20, 2021, No. 102 is adopted the Organizational Regulations of the Ministry of Tourism.
- Article 16 of Decree-Law No. 83 of 31/05/2014, converted with amendments by Law No. 106 of 29/07/2014, in conjunction with Article 16, paragraph 1, letter h of the aforementioned Organizational Regulations of the Ministry of Tourism provides that ENIT is subject to the supervision of the Ministry of Tourism.
- Article 16, paragraph 2, of Decree-Law No. 83 of 31/05/2014, converted with amendments by Law No. 106 of 29/07/2014, provides that ENIT, "in the pursuit of the mission of promoting tourism, intervenes to identify, organize, promote and market tourist, and cultural services and to encourage the marketing of food and wine, typical and artisanal products in Italy and abroad, with particular reference to investments in digital media, technological platform and internet network through the strengthening of the portal "Italia.it," also with the aim of creating and distributing a Tourist Card, even if only virtual, which allows, through digital tools and channels and special agreements with public and private entities, to make payments at reduced prices for the integrated use of public transport services and the institutes and places of culture."
- Art. 16, paragraph 3, of Decree-Law No. 83 of 31/05/2014, converted with amendments by Law No. 106 of 29/07/2014, establishes that ENIT has statutory, regulatory, organizational, patrimonial, accounting and management autonomy.
- By Decision of the EU ECOFIN Council of Ministers of July 13, 2021, the National Recovery and Resilience Plan (NRP) was approved, in which tourism investment projects - Mission 1, Component C3 "Tourism and Culture" - were allocated a total of 2 billion 400 million euros. The main interventions financed are the Tourism Digital Hub, the Integrated Fund for the





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Competitiveness of Tourism Enterprises, the Caput Mundi - New Generation EU project for major tourism events, and the reform of the Order of the Professions of Tourist Guides.

- ENIT is responsible for the website <https://www.italia.it> inside of which manages his content.
- On January 13, 2022, ENIT and MiTur signed the "Convention between the Ministry of Tourism and ENIT - National Tourism Agency - Three-year period 2022/2024" having as its object, among other things, the redefinition and implementation - in full cooperation with the Regions and Autonomous Provinces, within the timeframe and in the manner defined by MiTur itself, a new promotion strategy, strongly focused on digital and effectively contributing to the definition of the contents of the Tourism Digital Hub 2022 (hereinafter also just "TDH"), envisaged by the National Recovery and Resilience Plan (PNRR).
- MiTur initiated an articulated and complex project aimed at profitably matching tourist demand to Italy with the relevant Italian supply, according to the objectives and goals detailed below;
- the MiTur and ENIT have initiated the public consultation procedure of the "Guidelines on Technical Interoperability and API Management" (hereinafter also only "TDH022 Guidelines");
- the MiTur and ENIT have in parallel involved, through different adhesion procedure, the Regions, the Autonomous Provinces and other territorial public bodies and Central Public Administrations, for the collaboration and cooperation to the Tourism Digital Hub;
- the MiTur, in the exercise of its institutional competences, does not in any case play the role of economic operator and operates exclusively for the purposes of public interest within its competence;
- art. 43 of Law no. 449 of December 27, 1997 expressly allows Public Administrations to enter into collaboration agreements geared to the public interest with the aim of innovating administrative organization and achieving greater economies, among which may also include activities related to the provision, free of charge, of editorial and/or publishing content with informational and non-commercial purposes to profitably match tourist demand towards Italy with the relative Italian offer and, in general, for the promotion of the opportunities offered by the TDH
- Article 119 of Legislative Decree No. 267 of August 18, 2000, where applicable, similarly allows municipalities, provinces and other local authorities to enter into sponsorship contracts and collaboration agreements, as well as conventions with public or private entities aimed at providing consultancy or additional services;
- the MiTur and ENIT intend, therefore, to promote forms of collaboration and cooperation with all entities - both public and private - interested in the same goals and objectives;
- the MiTur and ENIT intend to enter into collaboration agreements with private entities relating to the provision, even on a non-exclusive basis, of editorial and/or editorial content for the website <https://www.italia.it> and/or for the TDH portal, free of charge and without charge to MiTur and ENIT, having the characteristics set out in this Notice;
- this procedure does not determine conditions of favor, priority, exclusivity and competitive advantage for the benefit of any party, nor opportunities for revenue and/or commercial





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profit, being the adherence to the initiative totally free and open, in compliance with the requirements set out in the dedicated paragraph and aimed, as a priority, at the promotion of the Italian tourism system as a whole, without profit-making purposes and/or for activities in any case of a commercial nature.

### ANNOUNCES THAT

The purpose of this Notice is to collect adhesions, from private entities and economic operators, for the stipulation of collaboration agreements relating to the provision, even on a non-exclusive basis, of editorial and/or editorial content for the website <https://www.italia.it> and/or for the TDH portal, free of charge and without charge to MiTur and ENIT, having the characteristics set forth in this Notice, better described below.

#### Art. 1 - Purpose of the Notice

The purpose of this Notice is to collect adhesions, on an equal basis, from private entities and economic operators, interested in entering into collaboration agreements with MiTur and ENIT on the one hand, relating to the provision, also on a non-exclusive basis, of editorial and/or editorial content for the website <https://www.italia.it> and/or for the TDH portal, free of charge and without charges to MiTur and ENIT, having the characteristics set forth in this Notice. The editorial content to be provided to MiTur and ENIT for publication in the TDH ecosystem must have content suitable to profitably match tourist demand towards Italy with the relevant Italian offer, relating the following elements: person (tourist), content (from which to infer the person's interest), destinations and offer. In no case will be published content with purposes different from those clarified above and/or content even indirectly advertising and/or promotional of logos, trademarks and/or distinctive signs and/or designations of a commercial nature. It will be in any case guaranteed the copyright, giving evidence of logos, trademarks and/or distinctive signs and/or designations of the partners who have contributed to the drafting of each specific contribution.

The provision of editorial content will take place through the stipulation of a specific Agreement of adherence to the TDH ecosystem. The TDH interoperability application platform is owned by MiTur, which is responsible for its management and evolution. The TDH application platform is equipped with its own technological infrastructure (API Gateway, CMS, DAM, DMS) with which the adhering operators (Regions, Entities, economic operators) will have to interconnect by equipping themselves in turn with a technological infrastructure that allows them to exchange information and content, using an encrypted, authenticated and authorized mode according to the TDH022 Guidelines.

In particular, the editorial content must comply with the technical specifications provided in the <Technical Annex> and the <Editorial Guidelines> published by Media House, attached to this Notice.

#### Article 2 - Eligible subjects and subjective requirements.

All private subjects and economic operators, in whatever legal form they are constituted, provided that they operate, directly and/or indirectly in the sector of promotion and marketing of the tourism offer, in all its declinations, including related and related sectors, are eligible to participate.

Individuals and private economic operators, interested in submitting an application for admission must certify, by self-certification of the legal representative in accordance with Presidential Decree





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No. 445/2000 with digital signature, that they are in good standing with tax, tax, insurance and social security obligations.

Subjects are not allowed to participate in the procedure covered by this notice:

- who are in situations involving the inability to contract with the Public Administration;
- who are in a situation, even potential, of incompatibility regarding the performance of the activity in question pursuant to Article 53 of Legislative Decree No. 165/2001;
- for whom there are causes of prohibition, disqualification or suspension referred to in Article 67 of Legislative Decree No. 159/2011;
- who have been convicted with a judgment that has become final or have been the recipients of a criminal decree of conviction that has become irrevocable or a judgment of application of the penalty on request, pursuant to Article 444 of the Code of Criminal Procedure, for serious crimes to the detriment of the State or the Community that affect professional morality. In the case of legal persons, this point refers to directors with powers of representation of the applicant;

Individuals not established in Italy may prove possession of the aforementioned requirements by producing equivalent documents, if any, issued by the competent judicial and/or administrative authorities of the country of origin, or, if not provided for, producing a declaration proving possession of the aforementioned requirements and/or stating that it is impossible to produce such documents.

The aforementioned requirements must be possessed at the time of signing the application form and must also be possessed by the Adherent throughout the term of the contract and/or provision of the service. MiTur and ENIT reserve the right to verify the existence of the aforementioned requirements at any time. The ascertainment of the non-existence of even one of the aforementioned requirements may constitute cause for non-admission of the Adherent or, following the signing of the Collaboration Agreement, cause for its revocation.

### **Article 3 Contents, Methods and Deadlines for Submitting the Application**

Interested parties must submit their application for membership, generated in PDF format on which to affix a digital signature of the legal representative or other person empowered to sign, to the following PEC address: [sedecentrale@cert.enit.it](mailto:sedecentrale@cert.enit.it).

In case the signature is delegated to another person, it will be necessary to attach special power of attorney or delegation.

In its application, the partner must also indicate the names of the following contacts:

- 1) the legal representative;
- 2) delegated to signature (*if required*);
- 3) technical/operative referent.

For each of the subjects indicated, the following personal data should be reported: name; surname; tax code; e-mail.

Either party may replace, at any time its Referent by giving written notice to the other party.





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The application must be duly accompanied by the self-declarations and self-certifications regarding the possession of the subjective requirements set forth in Article 2 of this Notice, pursuant to Articles 46 and 47 of Presidential Decree No. 445/2000.

Failure to submit even one of the self-certifications provided as mandatory by this Notice will result in the rejection of the submitted application.

It is allowed to send only one application for each interested party; in case it is necessary to correct the application already submitted, it is still possible to proceed with the forwarding of a new application via PEC, subject to the cancellation of the previous one, to be communicated always by PEC.

The Authority reserves the right to request additional documentation to supplement what has already been submitted, if any.

Applications must be submitted exclusively in Italian or English.

In the first application, applications may be submitted no later than 11:59 p.m. on 31/12/2022.

ENIT, subject to the approval of MiTur, reserves the right to extend the terms of this notice beyond December 31, 2022 or, in the event of changed operational conditions or due to the need to update the TDH itself, to declare the Notice closed early, providing, if deemed useful, to issue a new notice with different conditions, following the changes that may occur on the TDH and its Guidelines in the early stages of implementation. Provision is also made for ENIT, subject to the approval of MiTur, to issue subsequent editions of this Notice.

#### **Art. 4 Admission procedure**

All applications submitted will be subject to verification by the competent structures of MiTur - ENIT in charge of defining the editorial strategies for the website <https://www.italia.it> and/or for the TDH portal.

The latter may request clarifications and/or documentary additions, including proceeding to verify the truthfulness of the data indicated and statements made in the application indicated in the application and to request supporting documents at any time pursuant to Article 71 of Presidential Decree No. 445/2000. The right to verify checks and inspections regarding the truthfulness of the data indicated and the statements made in the application and to request supporting documents pursuant to Article 71 of Presidential Decree No. 445/2000, also taking into account Legislative Decree No. 82 of March 7, 1995 - Digital Administration Code, may be exercised, even on a sample basis, throughout the entire period of membership.

Acceptance or denial of the application for membership will be followed by an e-mail/PEC notification to the interested parties and/or economic operators who have submitted an application within the deadline.

The denial will be communicated, with adequate justification, by email/PEC interested parties. The latter, within the period of ten days from receipt of the notice, have the right to submit their comments in writing, possibly accompanied by documents, by PEC.





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If the application is denied, the interested party and/or economic operator may submit a new application once the causes of the denial have been remedied, where possible.

Following acceptance of the application for membership, the interested subject and/or economic operator will be invited by email/PEC to sign the relevant Membership Agreement, which will be made available through the procedures that will be communicated after the preliminary investigation phase.

Once the Adherence Agreement for the provision of editorial content has been signed, the Adherent will be enabled to transmit editorial content according to the technical characteristics set forth in art. 1 above, i.e., with those that will be, from time to time requested and specified by the structures of MiTur - ENIT in charge of defining the editorial strategies for the website <https://www.italia.it> and/or for the TDH portal. The latter will have 15 days to evaluate the proposals received and communicate to the Adherent the willingness or unwillingness to publish the content transmitted, it being understood that this choice is the exclusive responsibility of MiTur - ENIT, which will have no constraint and/or obligation to publish nor to justify its editorial choices without prejudice, however, to the full and effective equality of treatment and the exclusion of conditions of favor, priority, exclusivity and competitive advantage for the benefit of any of the subjects and/or private economic operators adhering. It is also specified that ENIT may make use of artificial intelligence tools that ensure the most effective placement of content within the pages of the site.

The Adherent will assign the editorial contributions in full right of use, without territorial and/or duration limits and free of charge, declaring that it is the full and exclusive owner of the rights of exploitation, including commercial exploitation by the copyright holders on the contents themselves and that it is, therefore, fully entitled to assign them for use to MiTur - ENIT.

#### **Art. 5 Outline of Subscription Agreement for the provision of editorial content.**

In order to be able to interoperate with the TDH, each interested party and/or economic operator shall sign a Membership Agreement according to the attached outline.

The outline agreement is attached to this Notice for the mere purpose of making it known to each interested subject and/or economic operator already at this stage.

The compilation and signing of the Accession Agreement for the provision of editorial content by the interested subjects and/or economic operators will take place exclusively through the procedure that will be referred, once the application itself has been declared admissible, in accordance with the Article 4.

#### **Article 6 Duration of Membership**

Adhesion to the TDH will have a duration of 18 months from the date of signing of the Adhesion Agreement for the provision of editorial content, without prejudice to the obligations to accept the

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changes that MiTur - ENIT will make mandatory during the course of adhesion, as better specified in the outline of the Adhesion Agreement for the provision of editorial content referred to in Article 5 above.

If the adherent does not deem it necessary/possible to make the changes that MiTur - ENIT will make mandatory in the course of adhesion, it may opt to withdraw from the contract as better specified in the outline of the Adhesion Agreement for the provision of editorial content referred to in Article 5 above.

During the period of adherence to the TDH, the Adherent is entitled to transmit to MiTur - ENIT editorial contributions that may also be published and/or may remain published after the date of termination or revocation of the Adherence Agreement for the provision of editorial content and as long as deemed useful and/or appropriate at the sole discretion of MiTur - ENIT.

### **Article 7 Revocation of Membership**

In the event that the documentation certifying the possession of the requirements for membership contains untrue elements, or in cases where these subjective requirements are otherwise lost during the period of membership, the MiTur - ENIT shall order the revocation of membership itself, and report the irregularities found to the competent Authorities for the investigation of any criminal, civil and administrative-accounting responsibilities. The revocation will be promptly communicated by email/PEC and will take effect immediately upon receipt of the notification.

In addition to the aforementioned cases, revocation of membership is regulated in the draft Membership Agreement for the provision of editorial content referred to in Article 5 above and is possible at any time under the conditions and in the manner specified therein.

### **Article 8 Obligations and responsibilities of the parties**

The obligations and responsibilities of the parties are listed in Articles 5 and 6 in the outline of the Subscription Agreement for the provision of editorial content referred to in Article 5 above. It should be noted that these obligations commence from the signing of the Membership Agreement for the provision of editorial content, subsequent to the acceptance of the application for membership, according to the procedure outlined in Article 4 above.

### **Art. 9 Checks and verifications**

At any time, the MiTur - ENIT may carry out unannounced checks and verifications, including sample checks, on the fulfillment of obligations by the Adherent. In addition, MiTur - ENIT may use advanced technological tools (e.g. social media monitoring) to identify any situations that jeopardize the reputation of the Entity or the TDH project. In such situations, MiTur - ENIT reserves the right to withdraw from the agreement in the forms governed by the Scheme referred to in Art. 5 and to activate any consequent initiative for compensation for any damages suffered.

### **Art. 10 - Model of organization, management and control - ex d.lgs. 8 June 2001, n. 231**



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Interested parties and/or economic operators must take note of the existence and undertake to operate in compliance with the principles and provisions of Legislative Decree 231/2001 and the Organization, Management and Control Model ex Legislative Decree 231/2001 inherent to the administrative responsibility of ENIT. The Organizational, Management and Control Model - ex Legislative Decree No. 231 of June 8, 2001 of ENIT is available on the website: [www.enit.it](http://www.enit.it).

### **Art. 11 Person in charge of the Notice**

The Single Person in charge of the procedure is Dr. Maria Rossi, who can be contacted for information regarding this Notice at the following addresses:

- e-mail: [direzione.marketing@enit.it](mailto:direzione.marketing@enit.it)
- phone: 06/49711

### **Art. 12 - Information and contacts**

This Notice and all documentation related to it can be found on the dedicated page on the website: [www.enit.it](http://www.enit.it). The publication has the value of notification towards the interested parties.

ENIT reserves the right to supplement or amend this Notice as a result of supervening changes or amendments to the TDH22 Guidelines or to the regulatory framework of reference, subject to the approval of MiTur. In such a case, ENIT will publish the intervening changes and communicate how to supplement the requests where necessary in the same manner as adopted for this Notice.

Any requests for clarifications can be sent to the following e-mail address: [direzione.marketing@enit.it](mailto:direzione.marketing@enit.it) no later than 4:00 p.m. on 30/11/2022. Requests for clarifications received verbally, by telephone and/or by other means and, in any case, after the deadline indicated below will not be considered. Requests for clarifications that are generic, irrelevant or characterized by absolute uncertainty of origin will also not be considered.

Clarifications will be rendered by 07/12/2022, including by publication on the appropriate page referred to in paragraph 1 above. The clarifications as governed by this article form an integral and substantial part of this Notice.

### **Art. 13 – Privacy protection**

The processing of data collected as part of the procedure referred to in this Notice shall be carried out in compliance with the current legislation on confidentiality (Legislative Decree No. 196/2003 as amended), as well as in accordance with the provisions of Regulation (EU) 2016/679 (G.D.P.R.) as amended.

Personal data will be processed exclusively for the purpose of carrying out the procedure under this Notice in accordance with the provisions contained in Article 22 of Regulation (EU) 2021/241.

The provision of data is mandatory and refusal to provide the same will result in the inability to complete the submission of the application.

The personal data in question will be processed, in accordance with the provisions of the law, with the use of security measures to ensure the confidentiality of the data subject to whom the data refer.





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The Data Controller is ENIT - National Tourism Agency, in the person of the Chairman of the Board of Directors and Legal Representative pro tempore.

#### **Art. 14 - Jurisdiction and appeals**

Interested parties and/or economic operators may appeal in the manner indicated below:

Against administrative measures:

- judicial appeal to the competent Regional Administrative Court within 60 days of receipt of the notice;
- Extraordinary appeal to the President of the Republic within 120 days of the communication.

In all other cases:

- appeal to the Ordinary Judge within the time limits provided by the Code of Civil Procedure.

For any disputes that may arise, the sole place of jurisdiction shall be Rome.

#### **Article 15 Final Provisions**

This Notice does not pertain to public contracts within the meaning of Legislative Decree No. 50/2016.

For anything not expressly provided for in this Notice, please refer to the relevant EU, national and regional regulations in force.





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## **Annex A - Outline of Agreement of Accession and Collaboration for the provision of editorial content, free of charge, by private entities, aimed at promoting tourism in Italy**

### **Among**

The National Agency for Tourism, a Public Economic Entity based in Via Marghera 2/6, 00185 Rome, Vat No. 01008391003, in the person of Prof. Roberta Garibaldi with the role of CEO, in its capacity as legal representative pro tempore and/or subject with the necessary powers to sign this agreement (hereinafter also only "**ENIT**"),

and

the Ministry of Tourism, headquartered at Via di Villa Ada 55, 00199, Roma, in the person of Secretary-General or his/her delegate, in his capacity as legal representative pro tempore and/or person with the necessary powers to sign this agreement, (hereinafter also only "**MiTur**"),

on the one hand,

### **and**

the private company operating directly and/or indirectly in the tourism sector

\_\_\_\_\_ with registered office in \_\_\_\_\_ (State), at \_\_\_\_\_ (City/Province), Street/Square \_\_\_\_\_ No. \_\_\_\_\_ - Zip Code \_\_\_\_\_ Tax Code/VAT No. \_\_\_\_\_ digital domicile address (e.g., PEC) \_\_\_\_\_ in the person of \_\_\_\_\_ with the role of \_\_\_\_\_, in its capacity as legal representative pro tempore and/or subject with the necessary powers to sign this agreement, (hereinafter also only "**Applicant**"),

on the other hand,

ENIT, MiTur and the Applicant hereinafter individually "**Party**" and jointly "**Parties**"

### **WHEREAS**

- ENIT is the party responsible for the website <https://www.italia.it>, the content of which it manages;
- on January 13, 2022, ENIT and MiTur entered into the "Agreement between the Ministry of Tourism and ENIT - National Tourism Agency - Three-year period 2022/2024" having as its object, among other things, the redefinition and implementation - in full collaboration with the Regions and Autonomous Provinces, in the timeframe and manner defined by the MiTur itself, a new promotion strategy, strongly focused on digital and effectively contributing to the definition of the contents of the Tourism Digital Hub envisaged by the National Recovery and Resilience Plan (PNRR);
- ENIT and MiTur published on 28/06/2022 a Public Notice for the conclusion of adherence and collaboration agreements for the provision of editorial content in the tourism sector free of charge by private entities;





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- the Applicant applied for applicantship on \_\_\_\_\_ 2022, receiving notice of admission on \_\_\_\_\_ 2022;
- this Accession and Collaboration Agreement for the provision of editorial and/or editorial content (hereinafter also only the "Agreement") establishes a cooperation between ENIT and MiTur, on the one hand, and the Applicant, on the other hand, which is aimed at enabling the Applicant to broadcast editorial and/or editorial content, even on a non-exclusive basis, according to the technical characteristics set forth in Art. 1 below, i.e., with those that will be, from time to time requested and specified by the structures of MiTur - ENIT in charge of defining the editorial strategies for the website <https://www.italia.it> and/or for the TDH portal and having contents suitable to profitably match the tourist demand towards Italy with the relative Italian offer, relating the following elements: person (tourist), contents (from which to infer the person's interest), destinations and offer, according to the objectives and purposes detailed below;
- the MiTur in no case plays the role of economic operator and operates exclusively for the purposes of public interest within its competence;
- ENIT and MiTur intend to promote similar forms of collaboration and cooperation with all entities - both public and private - interested in the same objectives and purposes;
- ENIT and MiTur have already signed - and may sign new ones in the future - with other Applicant subjects, both public and private, similar Collaboration Adhesion agreements for the provision of editorial and/or publishing content;
- the Applicant declares that he/she is fully aware of and accepts the fact that all Applicant entities of the TDH will be placed on an equal footing with each other, without any pre-eminence, prevalence or position of advantage over other Applicants, having adhered to the TDH aware of this characteristic of the TDH itself;
- the Applicant operates directly and/or indirectly in the tourism sector and in particular \_\_\_\_\_
- The Applicant intends to join the TDH for the provision of editorial and/or editorial content for which it declares to have and/or undertakes to obtain any right of use and sharing and is aware that participation in the TDH is on a voluntary basis and does not generate any direct remuneration for the Parties involved;
- The Applicant undertakes to provide exclusively editorial and/or editorial content with informative and popular purposes for the promotion of the Italian tourism sector, free of advertising and/or promotional messages of logos, trademarks and/or distinctive signs and/or commercial-type designations;
- The Applicant, for the purpose of interoperability with the Tourism Digital Hub, is equipped with an interoperable platform that allows to manage the APIs (invoke/expose) and gives the possibility to consult and monitor them guaranteeing their operational management as indicated in paragraphs 4.1 and 4.2 of the Interoperability Guidelines (TDH022);



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- The TDH is a platform of content and services to profitably bring together the tourism demand towards Italy with the related Italian offer (delivered by both national and international actors), linking the interests of the person (tourist), the destinations and the offer before, during and after the tourism experience, creating added value for all actors involved;
- The TDH rests on a technological infrastructure that makes possible the interoperability of MiTur and Applicants' information systems and databases, through the accreditation, identification and management of the authorization levels of those entitled to operate on it, as well as the collection and storage of information relating to access and transactions made through it. The sharing of data and information takes place through the provision by MiTur and the use by Adhering parties of application programming interfaces (APIs) developed by MiTur itself;
- No further approval steps are necessary, other than the signing of this Agreement, without prejudice to the discretionary activity in charge of the MiTur - ENIT structures in charge of defining the editorial strategies for the website <https://www.italia.it> and/or for the TDH portal relating to the evaluation of the proposals for editorial and/or editorial content received from time to time by the Applicant, it being understood that such choice is the sole responsibility of MiTur - ENIT, which shall have no constraint and/or obligation to publish nor to justify its editorial choices without prejudice, however, to full and effective equality of treatment and the exclusion of conditions of favor, priority, exclusivity and competitive advantage for the benefit of any of the subjects and/or public and/or private economic operators adhering;
- If falling within the same thematic area (e.g., catering), editorial and/or editorial content, if evaluated as suitable for publication, proposed by different Applicants will be made available on the TDH, where possible, on an equal basis, without any pre-eminence and/or priority accorded in any form or according to discretionary editorial choices competing with the achievement of pre-eminent promotional objectives.

All of the above being stated, the Parties, as hereinafter represented,

### **STIPULATE AND AGREE AS FOLLOWS**

#### **Article 1 - Definitions**

1. For the purposes of this Agreement, the following definitions shall apply:

- (a) Applicant: the entity that has joined the Interoperability Infrastructure with TDH through the accreditation process.
- (b) Applicants: the set of all entities, both public and private, that have joined and/or will join the TDH Interoperability Infrastructure in the future through the accreditation process and the signing of an applicant ship and interoperability agreement with TDH.
- (c) API: a set of procedures, functionalities, operations available to the programmer and usually grouped together to form a set of specific tools for performing a given task.
- (d) APP: digital applications created using APIs published on the TDH and/or italia.it portal.



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(e) Attribute(s): the characteristics possessed by Applicants. According to the AgID Guidelines, Attributes can be Certified, Declared and Verified.

(f) API Catalog: a single, centralized component that ensures that Applicants are aware of the available APIs and how to use them, and on which Interoperability Agreements are also recorded, as well as, which provides necessary publicity in relation to the type of data exchanged and the nature by the Applicants involved

g) Applicant List: the list of all entities with which there is an ongoing agreement of adherence and interoperability with TDH, updated on a near-real time basis by MiTur, which can be viewed online on dedicated public area of the TDH ecosystem and which, therefore, can be E-providers and/or Beneficiary.

h) End Users: final recipients of the APPs or APIs or the italia.it/ TDH portal.

i) Deliverer: the MiTur in its capacity as developer that makes available an E-service through APIs on the TDH Interoperability Infrastructure to enable its use and the consequent interoperability of the data by the Applicants .E-service: any digital service delivered within the Tourism Digital Hub (also "TDH") realized and made available by the Ministry through the implementation of the necessary APIs in accordance with the AgID Guidelines to ensure access to its data and/or the integration of its processes to the Applicants, governed by this Agreement.

j) User: the Applicant subject in its qualification as a subject that, through the signing of this Agreement, accesses and benefits from the E-service through API made available by the Provider on the TDH portal and/or italia.it.

k) TDH Infrastructure: the technological infrastructure that makes possible the interoperability of the information systems and databases of the subjects referred to in Article 2, paragraph 2, of the CAD, through the accreditation, identification and management of the authorization levels of the subjects qualified to operate on it, as well as the collection and storage of information relating to the accesses and transactions made through it referred to in Article 50-ter, paragraph 2, of the CAD.

l) Italia.it: a website created by the Ministry of Tourism to promote the entire tourism ecosystem of Italy in order to enhance, integrate and promote its offer and which will be enriched with new content produced by the TDH ecosystem.

m) AgID Guidelines: the AgID guidelines on the technological infrastructure for the interoperability of information systems and databases referred to in Article 50-ter, paragraph 2, of the CAD.

n) Editorial Guidelines: the guidelines issued by the Media House of MiTur that provide guidance on the content requirements of contributions allowed and/or not allowed for publication on the portal.

o) Interoperability Guidelines (TDH022): the guidelines on technical interoperability and api management issued by MiTur that stands as the basis for the Interoperability that the Ministry of Tourism intends to adopt with Institutional and Private Operators, for the exchange of information, data and services with the TDH.

p) Accession Form: the form signed by the Applicant directly on the dedicated area of the TDH through which the willingness to be accredited on the TDH Infrastructure is expressed.







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q) Implementation Recommendations: the document that describes in detail characteristics and technical modalities of access and use of the E-service made available by the Provider.

r) Interconnection Requirements: the requirements established by the Dispatcher, and to be fulfilled by the Redeemers, in order to access a given E-service and be able to enter into the Interoperability Agreement necessary for the purpose of its fruition as indicated on the document "GUIDELINES ON TECHNICAL INTEROPERABILITY AND API MANAGEMENT" (hereinafter "Interoperability Guidelines (TDH022)").

(s) Service Level Agreement (SLA): the service level agreement agreed between MiTur and the Applicants as Users of an API when delivering an E-service - consistent with the SLAs stated in the Adherence Letter relating to the operation of the TDH consisting of measurable metrics.

t) TDH: The Tourism Digital Hub is a platform of content and services to profitably match the tourism demand towards Italy with the related Italian offer (delivered by both national and international actors), connecting the interests of the person (tourist), the destinations and the offer before, during and after the tourism experience, creating added value for all actors involved.

(u) User(s): any natural person who accesses the TDH Interoperability Infrastructure and is authorized by the Applicant to act on its behalf on the Infrastructure. According to what is provided in the AgID Guidelines, Users can be API Operators, Security Operators, Administrative Operators, whose references must be communicated to MiTur through the telematic accreditation procedure on the platform.

## Article 2 - Aims and Objectives

1. This agreement regulates the rights of the Parties in relation to the provision, including on a non-exclusive basis, of editorial and/or editorial content by the Applicant for the website <https://www.italia.it> and/or for the TDH portal, free of charge and without charge to MiTur and ENIT. The editorial and/or editorial content to be provided to MiTur and ENIT for publication in the TDH ecosystem shall have content suitable to profitably match tourist demand towards Italy with the relevant Italian offer, relating the following elements: person (tourist), content (from which to infer the person's interest), destinations and offer. In no case will be published content with purposes different from those clarified above and/or with content even indirectly advertising and/or promotional logos, trademarks and/or distinctive signs and/or names of a commercial nature. In any case, copyright will be guaranteed, giving evidence of logos, trademarks and/or distinctive signs and/or denominations of the partners who contributed to the drafting of each specific contribution.

2. The TDH application platform is equipped with its own technological infrastructure (API Gateway, CMS, DAM, DMS) with which the participating operators (Regions, Entities, economic operators) will have to interconnect by equipping themselves in turn with a technological infrastructure that allows them to exchange information and content, using an encrypted, authenticated and authorized mode according to the TDH022 Guidelines.

3. In particular, editorial and/or editorial content to be published on the TDH shall comply with the technical specifications provided in the <Technical Annex> and the <Editorial Guidelines> published by the Media House.





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### Article 3 - Economic charges

1. Participation in the TDH under this Agreement is on a voluntary basis and does not generate any direct remuneration for the Parties involved. There are no economic charges to be borne by the Parties, nor are there any fees and/or reimbursement of expenses for the benefit of one Party and to be borne by the other, due to the purpose of cooperation between the Parties themselves that is the subject of this Agreement.
2. Each Party, therefore, shall bear its own costs, direct and indirect, none excluded, for the publication in the TDH and for the provision of editorial and/or editorial content by the Applicant.

### Article 4 - Referents

1. Each Party shall designate a Contact Person for this Agreement. The Contact Person shall be responsible for representing the Party that designated him/her for the executive activities of this Agreement and reporting internally, as well as constantly monitoring the progress of the agreed activities.

The MiTur/ENIT Contact Person is:

Mr/Ms/Mrs. [...],

e-mail [...].

The Partner's Contact Person is:

- name \_\_\_\_\_
- surname \_\_\_\_\_
- mail \_\_\_\_\_
- tax code \_\_\_\_\_

2. Either Party may replace, at any time its Referent by giving written notice to the other Party.

### Article 5 - Obligations and responsibilities of ENIT and MiTur.

1. ENIT and MiTur have the obligation to operate in full compliance with the provisions of the AgID Guidelines, the Interoperability Guidelines (TDH022) and this Agreement.
2. ENIT and MiTur shall bear the following obligations, being in their responsibility:
  - (a) to carry out the evaluation of each of the editorial and/or editorial content proposed by the Applicant according to editorial criteria defined from time to time, for each calendar year by the structures of MiTur - ENIT in charge of defining the editorial strategies for the website <https://www.italia.it> and/or for the TDH portal that will be published on the website;
  - b) to notify the Applicant, within 15 days of transmission, by email/PEC of the acceptance or refusal to publish each proposed editorial and/or editorial content, it being understood that this choice is





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the sole responsibility of MiTur - ENIT, which will have no constraint and/or obligation to publish nor to justify its editorial choices;

c) guarantee the conditions so that the editorial and/or editorial content, if evaluated as suitable for publication, falling within the same thematic area (e.g. catering), proposed by different Applicants, will be made available on the website <https://www.italia.it> and/or for the TDH portal, where possible, in an equal manner, without any pre-eminence and/or priority granted in any form or according to discretionary editorial choices competing with the achievement of the pre-eminent promotional objectives. It is also specified that ENIT may make use of artificial intelligence tools that ensure the most effective placement of content within the pages of the website;

d) to use and publish on the website <https://www.italia.it> and/or for the TDH portal, if deemed suitable, the editorial and/or editorial content and the data and information provided by the Applicant in the format and with the characteristics presented by the Applicant itself;

e) ensure the recognition of copyright and authorship of the work for the editorial and/or editorial content published;

f) to avoid the publication of editorial and/or editorial content that contains advertising and/or promotional messages of logos, trademarks and/or distinctive signs and/or trade-type names;

g) allow the Applicant to use the editorial and/or editorial content submitted also on other media and/or for other purposes, being expressly excluded the character of exclusivity of the transfer of use of the same content in favor of MiTur - the ENIT.

#### **Article 6 - Obligations and responsibilities of the Applicant.**

1. The Applicant shall bear the obligation to operate in full compliance with the provisions of the AgID Guidelines, the Interoperability Guidelines (TDH022), the Editorial Guidelines and this Agreement.

2. The Applicant undertakes to cede the editorial and/or editorial contributions in full right of use, without territorial and/or duration limits and free of charge, declaring that it is the full and exclusive owner of the rights of exploitation, including commercial exploitation by the copyright holders of the content itself and that it is, therefore, fully entitled to cede them for use to MiTur and ENIT.

3. The Applicant undertakes not to present and propose content with purposes that differ from those set forth in Article 1, or from the Editorial Guidelines, and/or with content that is even indirectly advertising and/or promotional of logos, trademarks and/or distinctive signs and/or designations of a commercial nature.

4. The Applicant allows MiTur and ENIT the legitimate use, free of charge, of the editorial and/or editorial content submitted also through the E-Services for all uses compatible with the institutional purposes highlighted in this Agreement, including, but not limited to, publication on the website <https://www.italia.it> and/or for the TDH portal or through the communication, institutional and social channels of MiTur and ENIT.





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5. The Applicant, as a result of signing this Agreement, undertakes to operate in compliance with the principles and provisions set forth in Legislative Decree 231/2001 and the Organizational, Management and Control Model pursuant to Legislative Decree 231/2001 inherent to ENIT's administrative responsibility. The Organization, Management and Control Model - ex Legislative Decree No. 231 of June 8, 2001 of ENIT is available on the website: [www.enit.it](http://www.enit.it).

6. The Applicant is responsible for risk analysis on the protection of personal data that may be transferred through the transfer of editorial and/or editorial content and/or with the use of the E-service, filling in all the fields of the tool made available by the application platform with reference to each specific purpose of use of the E-service itself.

7. The Applicant shall provide ENIT and MiTur with a copy of its privacy policy, for the purpose of its publication in the pages relating to the Applicant's content and involving the acquisition of personal data.

8. In the event of a breach of personal data of which it is the data controller, the Applicant shall proceed to notify the Supervisory Authority and, where necessary, to notify the data subjects in application of Articles 33 and 34 of Regulation (EU) 2016/679 (hereinafter GDPR).

#### **Article 7 - Limits to liability and indemnity**

1. ENIT and MiTur shall not be liable for the non-publication and/or removal of editorial and/or editorial content and/or E-service fruition due to a malfunction or inefficiency of the Applicant's Interoperability Infrastructure.

2. The Applicant agrees and acknowledges that ENIT and MiTur are not responsible for any failure to publish, incomplete or outdated and/or unlawful disclosure of data by the Applicant.

3. The Applicant assumes total and exclusive responsibility for the quality, nature and quantity of the editorial and/or editorial and/or E-service content provided by the Applicant and possibly published by ENIT and MiTur from any loss or damage arising to the same and/or other Applicants or Third Parties.

4. ENIT and MiTur shall in no event be liable for any liability arising from undue and unauthorized use by Applicants and/or Third Parties of the editorial and/or editorial and/or E-service content provided by the Applicant and possibly published by ENIT and MiTur.

#### **Article 8 - Intellectual property**

1. The Applicant warrants that it has full ownership of all intellectual and industrial property rights, as well as commercial exploitation rights in relation to the editorial and/or editorial content and/or for the use of E-service transferred to ENIT and MiTur, on a non-exclusive basis, and possibly published on the website <https://www.italia.it> and/or on the TDH portal.

2. The Applicant guarantees ENIT and MiTur the possibility to make use of the data exchanged through the editorial and/or editorial content and/or E-Services, even where covered by intellectual property, without any economic charge.



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3. The Applicant undertakes to hold ENIT and MiTur harmless from any damage or dispute that may come to them from other Applicants or third parties for the violation of any right of copyright and/or industrial or intellectual property, as well as commercial exploitation in the ownership of third parties.

4. In the event of any dispute raised referring to copyright, industrial or intellectual property rights, as well as commercial exploitation, the Applicant is required to inform ENIT and MiTur as soon as possible, who reserve the right to remove the disputed content and/or suspend the Applicant and what is shared or published through the API on the website <https://www.italia.it> and/or on the TDH portal.

#### **Article 9 - Processing of personal data**

1. The Parties, as data controllers, are obliged to operate in full compliance with the provisions set forth in the GDPR and Legislative Decree No. 196 of June 30, 2003, as amended and supplemented (hereinafter Privacy Code) - the latter in the following also "personal data protection legislation".

2. The Parties undertake to comply with the current regulatory provisions on the protection of personal data, with particular regard to the adoption of appropriate security measures, and to ensure compliance with them by their employees and collaborators who, appropriately trained, will be authorized to process personal data.

3. The purposes and methods of personal data processing shall comply with the principles of necessity and legality, as well as the other principles and rules contained in the EU Regulation 2016/679. In addition, the processing of personal data will be carried out by the Parties in such a way as to ensure the necessary security and confidentiality and may be implemented by means of manual, paper, computer and telematic tools suitable for processing the data in compliance with current legislation on the protection of personal data. Personal data acquired under this contract through the TDH portal as well as the data acquired through e-services will be retained for the duration of the Applicant's participation (18 months from the date of subscription), as well as for the additional time of 24 months, necessary for the fulfillment of the purposes of the TDH.

4. By signing this Agreement, the pro-tempore legal representatives of the Parties expressly consent to the processing of their personal data.

5. The Parties mutually acknowledge that they have read their respective privacy notices.

#### **Article 10 - Duration, Renewal, Termination**

1. This Agreement shall be valid and effective as of the date it is signed by the Applicant registered through TDH, and shall have a duration of 18 months, with no possibility of tacit renewal. After this term has expired, the Parties shall re-sign the then-current version of the Agreement.

2. The Parties reserve the right to terminate this Agreement by communicating such intention to the other Party, via e-mail/PEC, with a minimum notice of 30 (thirty) days.

3. ENIT and MiTur have the right to unilaterally supplement and update the rules of the TDH Ecosystem. In the event of updates, it will notify the Applicant, including through publication on the



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website and official notification, and if such changes affect the obligations of the Adherent, the Adherent has the right to terminate the contract with a 60-day notice. The Applicant must accept the changes through the digital form made available by TDH and accessible through a link from the notification e-mail;

#### **Article 11 - Applicable Law and Jurisdiction**

1. This Agreement is subject to Italian Law. For anything not expressly provided for, stated reference is made to the Civil Code, the CAD, the AgID Guidelines, as well as to other applicable provisions in force on the subject, including those on the protection of personal data.
2. Any dispute and/or controversy that may arise between the Parties in relation to the interpretation, validity and/or execution of this Agreement, which is not resolved amicably and in good faith between them, shall be devolved to the exclusive jurisdiction of the Court of Rome.

#### **Article 12 - Communications between the Parties.**

1. Unless otherwise specified, any communication between the Parties pertaining to this Agreement shall be made through the TDH, to each of the Parties.

#### **Article 13 - Registration and Expenses.**

1. This Agreement, digitally signed, is subject to registration only in case of use pursuant to Articles 4, 5, 6 and 39 of Presidential Decree No. 131 of 26.4.1986. The expenses for any registration shall be borne by the requesting Party.

#### **Article 14 - Final Provisions**

1. The Preamble, the Annexes and all procedures referred to in these documents shall constitute an integral and substantial part of this Agreement and shall bind the Parties to comply with them.
2. The Parties, as Applicants, agree to make any changes to this Agreement necessary to adapt its content to any changes made to the Letter of Adherence.

The Applicant \_\_\_\_\_ (digitally signed in accordance with the eIDAS, SPID or Qualified Electronic Signature regulations)

The MiTuR \_\_\_\_\_ (digitally signed in accordance with eIDAS regulation, SPID or with Qualified Electronic Signature)

ENIT \_\_\_\_\_ (digitally signed in accordance with eIDAS regulation, SPID or with Qualified Electronic Signature)

