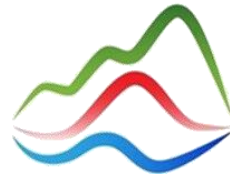




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**MINISTERO  
DEL TURISMO**  
REPUBBLICA ITALIANA



# Public notice for participation in the "Tourism Digital Hub" project by entities operating in the restaurant industry and/or related search and reservation services

Date: 05/12/2022

Public notice for participation in the "Tourism Digital Hub" project by entities operating in the restaurant industry and/or related search and reservation services

VERSION TABLE			
Date	Version	Description	Amended par.
15/09/2022	1.0	First drafting of the document	All
05/12/2022	1.1	Update version (replacement of the new ENIT CEO)	Agreement incipit

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## Public notice for participation in the "Tourism Digital Hub" project by entities operating in the restaurant industry and/or related search and booking services

The National Agency for Tourism, a Public Economic Entity with headquarters in Via Marghera 2/6, 00185 Rome, VAT No. 01008391003, in the person of Ivana Jelinic in the role of Chief Executive Officer, in her 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 just "MiTur")

### WHEREAS.

- Article 54-bis, paragraph 1, of Decree-Law No. 22 of March 1, 2021, establishes the Ministry of Tourism, to which are assigned the functions and tasks incumbent on the State in the field of tourism, except those assigned, by the same decree, to other ministries or agencies, and subject in any case to the functions conferred by current legislation to 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 dated 05/31/2014, converted with amendments by Law No. 106 dated 07/29/2014, 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.
- Art. 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 pursuit of its 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 in order to create and distribute 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."
- Article 16, paragraph 3, of Decree-Law No. 83 dated 05/31/2014, converted with amendments by Law No. 106 dated 07/29/2014, stipulates that ENIT has statutory, regulatory, organizational, asset, 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 2.4 billion euros. The main interventions financed are the Tourism Digital Hub, the Integrated Fund for the 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.

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- ENIT is the entity responsible for the website [italia.it](https://italia.it) of which it takes care of the content management.
- on January 13, 2022, ENIT and MiTur signed 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 cooperation with the Regions and Autonomous Provinces, in the timeframe and 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 envisaged by the National Recovery and Resilience Plan (PNRR).
- MiTur has 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;
- MiTur and ENIT have initiated the public consultation process of the "Guidelines on Technical Interoperability and API Management" (hereinafter also just "TDH022 Guidelines");
- the MiTur and ENIT have in parallel involved, through different accession procedure, the Regions, Autonomous Provinces and other territorial public bodies and Central Public Administrations, for collaboration and cooperation in the Tourism Digital Hub;
- the MiTur and ENIT, in the exercise of their institutional competencies, do not in any case play the role of economic operator and/or intermediary and operate exclusively for the purposes of public interest within their competence;
- 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;
- this procedure does not determine any conditions of favor, priority, exclusivity or competitive advantage for the benefit of any public and/or private entity, membership in the initiative being totally free and open, in compliance with the requirements set out in the dedicated paragraph and aimed, as a priority, at promoting the Italian tourism system as a whole;

### TAKES NOTICE THAT

This notice is intended to collect memberships, from private entities and economic operators, for participation in the "Tourism Digital Hub" project, which is better described below.

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

The purpose of this notice is to collect memberships, on an equal basis, from private entities and economic operators operating in the restaurant sector and/or related search and reservation services, as defined below, interested in participating in the Tourism Digital Hub initiative (hereinafter also just "**TDH**"), as Partners (hereinafter also "**Adherents**") who, by sharing content and data with MiTur and ENIT through special APIs, feed the [italia.it](https://italia.it) portal with content related to their offerings.

The TDH ecosystem is a platform of content and services to profitably match tourist demand to Italy with the relevant Italian supply, linking the following elements: person (tourist), content (from which to infer the person's interest), destinations and supply (hotel; gastronomy, etc.).

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The visibility of content on the portal does not meet criteria of exclusivity or priority in favor of any Partner. The manner in which content is published and the visibility accorded to it is guaranteed equally to all Members.

The TDH interoperability application platform is owned by MiTur, which takes care of its management and evolution. The TDH application platform is equipped with its own technological infrastructure (API Gateway, CMS, DAM, DMS) with which adhering operators will have to interconnect by equipping themselves in turn with a technological infrastructure that allows them to exchange/receive information and content, using an encrypted, authenticated and authorized mode in the manner and according to the TDH022 Guidelines.

The Adherent, therefore, for the purpose of implementing interoperability with the Tourism Digital Hub, is required to equip itself with an interoperable platform that enables the APIs to be managed (invoke/expose) and gives the ability to consult and monitor them by ensuring their operational management as outlined in paragraphs 4.1 and 4.2 of the Interoperability Guidelines (TDH022).

Specifically, through TDH membership each Member will be able to take advantage of the available APIs listed below:

1. Put Destination
2. Delete Destination
3. Put Menu
4. Delete Menu

By means of the APIs just mentioned then, the Catering operator attested to the Tourism Digital Hub (TDH) will be able to export information/content about their business and/or delete it (Put/Delete Destination) as well as export offered menus and/or delete them (Put/Delete Menu).

In addition, for the purpose of interconnection with TDH, Catering Partners will be required to exhibit, as a priority, at least the following APIs:

1. Dedicated API to check the availability of tables within the individual facility (e.g., get Availability)
2. Dedicated API to enable reservation of the previously searched table (i.e. put Reservation).
3. API dedicated to return data inherent to reservations from italia.it (e.g. get Reservation: Confirmed / Deleted / Modified / Enjoyed)

Alternatively, the partner will have to guarantee the availability of a widget, which can be integrated on the italia.it website, enabling the activation of the availability check and table reservation. The partner will also have to guarantee the return of booking data according to the examples given in point 3 of the list above.

Regardless of the integration mode activated, the booking process, therefore, will be finalized through the italia.it website, while any aspect related to the subsequent management of the booking, including but not limited to any modification or cancellation thereof, takes place on the Member's portal, relying on services solutions, tools and functionalities already in the availability of the Member.

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Joining the TDH ecosystem will therefore allow the mutual exchange of content and data, not only provided by means of APIs by the Adherents, but also possibly enriched with browsing data collected during the user-experience on the italia.it portal, in the cases and in the manner allowed by EU Reg. 679/2016 (GDPR). Subsequently, therefore, the acquisition by TDH and/or the italia.it portal of specific categories of aggregated digital data may be made available and/or searchable to the relevant Adherents through reporting systems made available by MiTur. The interoperability of return data is therefore also an opportunity for each of the Adherents to increase their information set and optimize their customized tourism offerings.

## Art. 2 - Eligible subjects and subjective requirements

All individuals and private economic operators, in whatever legal form they are constituted, operating in the catering sector and/or related search and reservation services for catering facilities located in Italy that manage reservations in digitized mode are eligible to participate.

In view of the national (supply) and international (demand) dimensions that the TDH ecosystem will manage, and in view of the assumed international-scale visibility, it is stipulated that Adhering entities must meet the following requirements, as defined:

- A. Heterogeneity of supply: the restaurant supply must include at least two different brands;
- B. Scope of supply: the managed restaurant supply must guarantee a minimum of one hundred (100) restaurants.

Possession of all the above requirements must be primarily proven by technical/specific documentation or attested by self-certification of the legal representative in accordance with Presidential Decree No. 445/2000 and digitally signed.

Individuals and private economic operators, interested in submitting an application for admission will also have to certify, by self-certification of the legal representative in accordance with Presidential Decree No. 445/2000 and with digital signature, that they are in good standing with regard to tax, fiscal, 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 about the performance of the activity in question pursuant to Article 53 of Legislative Decree No. 165/2001;
- for which there are grounds for prohibition, disqualification or suspension under Article 67 of Legislative Decree No. 159/2011;
- who have been convicted by a final judgment or have been the recipient 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.

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The absence of causes of incompatibility arising from the previous points must be proved by self-certification of the legal representative in accordance with Presidential Decree No. 445/2000 and digitally signed.

Individuals who are not established in Italy may prove that they meet the above requirements by producing equivalent documents, if any, issued by the competent judicial and/or administrative authorities in their country of origin, or, if not provided for, produce a statement proving that they meet the above requirements and/or stating that they are unable to produce such documents.

The aforementioned requirements must be possessed at the time of signing the application for membership 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 the non-admission of the Adherent or, following the signing of the Adhesion Agreement, cause for its revocation.

### **Art. 3 - Contents, Methods and Deadlines for Submitting the Application**

Interested parties should submit their application for membership, generated in PDF format on which to affix the digital signature of the legal representative or other person with signatory powers, to the following PEC address [comunicazione@cert.enit.it](mailto:comunicazione@cert.enit.it).

Individuals who are not established in Italy and do not have a PEC address may submit their application, generated in PDF format on which to affix the digital signature of the legal representative or other person with signatory powers, to the following email address: [support.tdh@enit.it](mailto:support.tdh@enit.it).

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

Within its application, the partner should also indicate the names of the following contact persons:

- 1) legal representative;
- 2) Signature delegate (*where applicable*);
- 3) technical/operational contact person.

The following biographical data should be reported for each of the individuals listed: first name; last name; social security number; e-mail.

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

The application must be appropriately 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.



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

Only one application may be submitted for each interested party; in case it is necessary to correct the application already submitted, it is still possible to proceed with the submission of a new application via PEC, subject to the cancellation of the previous one, to be communicated always by PEC. Subjects who are not established in Italy and do not have a PEC address can address it to the following email address: [support.tdh@enit.it](mailto:support.tdh@enit.it).

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

Applications must be submitted in Italian or English language only.

In the first application phase, applications can be submitted no later than 11:59 p.m. on 16/12/2022.

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

All membership applications submitted will be subject to verification by the competent structures of MiTur - ENIT in charge of defining strategies and/or technical/functional implementation of the TDH ecosystem.

The latter may request clarifications and/or documentary additions, including proceeding to verify the truthfulness of the data indicated and the statements made in the application and to request supporting documents at any time pursuant to Article 71 of Presidential Decree No. 445/2000. The power to verify, check and inspect 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 period of membership.

Acceptance or denial of the application will be followed by an email/PEC notification to interested parties and/or economic operators who have applied within the deadline.

The denial will be communicated, with adequate justification, by email/PEC to the subjects concerned. The latter, within the period of ten days from the receipt of the communication, have the right to submit their comments in writing, possibly accompanied by documents, by PEC. Subjects who are not established in Italy and do not have a PEC address may submit them to the following e-mail address: [support.tdh@enit.it](mailto:support.tdh@enit.it).

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.

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Following the acceptance of the application for membership, the interested party and/or economic operator will be invited by email/PEC to sign the relevant Membership Agreement, which will be made available through the modalities that will be communicated downstream of the inquiry phase.

The actual implementation of the E-services and their publication on the TDH ecosystem will also be subject to a joint testing phase, which, if unsuccessful, should not impose any burden on Mitur/ENIT.

In order to ensure full and effective equality of treatment and the exclusion of favorable conditions, priority, exclusivity and competitive advantage for the benefit of any of the subjects and/or economic operators adhering, the operations of verification of applications and possible admission of the same will be carried out according to the following procedures:

- All applications received by 16/10/2022 will be examined and, if necessary, declared eligible by 16/11/2022. Publication on the TDH, at the same time for all eligible subjects, will take place by the 60th day following the closing of the preliminary investigation, provided that the Accession Agreement is signed by that date and the integration texts with the TDH E-service have been successfully finalized, without prejudice to delays due to technical reasons not dependent on the will of the parties. Applications deemed incomplete and/or ineligible will be excluded, with notice sent to interested parties and/or economic operators.
- All applications received from 17/10/2022 to 16/11/2022 will be examined and, if necessary, declared eligible by 16/12/2022. Publication on the TDH, at the same time for all eligible subjects, will take place by the 60th day following the closing of the preliminary investigation, provided that the Accession Agreement is signed by that date and the integration texts with the TDH E-service have been successfully finalized, without prejudice to delays due to technical reasons not dependent on the will of the parties. Applications deemed incomplete and/or ineligible will be excluded, with notice sent to interested parties and/or economic operators.
- All applications received from 17/11/2022 to 16/12/2022 will be examined and, if necessary, declared eligible by 16/01/2022. Publication on the TDH, at the same time for all eligible subjects, will take place by the 60th day following the closing of the preliminary investigation, provided that the Accession Agreement is signed by that date and the integration texts with the TDH E-service have been successfully finalized, without prejudice to delays due to technical reasons not dependent on the will of the parties. Applications deemed incomplete and/or ineligible will be excluded, with notice sent to interested parties and/or economic operators.

ENIT, subject to the approval of MiTur, reserves the right to extend the terms of this Notice beyond 16/12/2022 or, in the event of changed operational conditions or due to the need to update the TDH itself, to declare the Notice closed on one of the above dates, providing for the issuance of a new Notice on different terms, 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 approval by MiTur, to issue subsequent editions of this Notice.

## Art. 5 - Outline of Accession Agreement

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In order to interoperate with the TDH, each interested party and/or economic operator will have to sign a Membership Agreement according to the attached template.

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

The completion and signing of the Accession Agreement by interested parties and/or economic operators will take place exclusively through the procedure that will be communicated, once the application itself has been declared admissible, in accordance with Article 4.

#### **Art. 6 - Duration of membership**

Membership in the TDH will be for a period of 18 months from the date of signing the Accession Agreement, subject to the obligations to accept the changes that MiTur - ENIT will make mandatory during the course of membership, as better specified in the outline of the Accession Agreement referred to in Article 5 above.

Should the adherent not deem it necessary/able to make the changes that MiTur - ENIT will make mandatory in the course of adhesion, it shall have the right to withdraw from the *inter partes* contract, as better specified in the outline of the Adhesion Agreement referred to in Article 5 above.

#### **Art. 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 in any case lost during the period of membership, the MiTur - ENIT shall order the revocation of the membership itself, and report the irregularities found to the competent Authorities for the assessment 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 above cases, revocation of membership is regulated in the outline of the Membership Agreement referred to in Article 5 above and is possible at any time under the conditions and in the manner specified therein.

#### **Art. 8 - Obligations and responsibilities of the parties**

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

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

At any time, the MiTur - ENIT may carry out unannounced checks and verifications, including spot checks, on the fulfillment of obligations by the Member. 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 Article 5 and to activate any consequent initiative for compensation for any damages suffered.

### **Art. 10 - Organization, management and control model - pursuant to Legislative Decree No. 231 of June 8, 2001.**

Interested parties and/or economic operators must take note of the existence and undertake to operate in compliance with the principles and provisions set forth in Legislative Decree 231/2001 and the Organizational, Management and Control Model ex 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).

### **Art. 11 - Head of the Notice**

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

- e-mail: [support.tdh@enit.it](mailto:support.tdh@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) [www.enit.it](http://www.enit.it) and <https://www.ministeroturismo.gov.it/tourism-digital-hub/>. The publication has the value of notification to interested parties.

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

Any requests for clarification can be sent to the following e-mail address: [support.tdh@enit.it](mailto:support.tdh@enit.it) No later than 16:00 on 30/11/2022. Requests for clarifications received verbally, by telephone and/or by other means and, in any case, after the deadline below will not be considered. Requests for

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clarification that are generic, irrelevant or characterized by absolute uncertainty as to their origin will also not be considered.

Clarifications will be made by 07/12/2022, including by posting on the appropriate page referred to in paragraph 1 above. The clarifications as governed by this Article shall form an integral and substantive part of this Notice.

### **Art. 13 - Protection of Privacy**

The processing of the data collected within the framework of the procedure under this Notice is carried out in compliance with the current legislation on confidentiality (Legislative Decree No. 196/2003 and as amended), as well as in accordance with the discipline of Regulation (EU) 2016/679 (G.D.P.R.) and 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 them 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.

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 below:

Against administrative measures:

- Jurisdictional appeal to the competent TAR within 60 days of receipt of the notice;
- Extraordinary appeal to the President of the Republic, within 120 days of notification.

In all other scenarios:

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

For any disputes that may arise, Rome is elected as the sole place of jurisdiction.

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### **Art. 15 - Final Provisions**

This Notice does not pertain to public contracts under 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 Membership and Interoperability Agreement with TDH for individuals operating in the restaurant industry and/or related search and reservation services

### Outline of Accession and Interoperability Agreement

between

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

e

The National Agency for Tourism, a Public Economic Entity with headquarters in Via Marghera 2/6, 00185 Rome, VAT No. 01008391003, in the person of Ivana Jelinic in the role of Chief Executive Officer, in her capacity as legal representative pro tempore and/or subject with the necessary powers to sign this agreement (hereinafter also only "ENIT"),

On the one hand,

e

*The private company operating in the restaurant industry and/or related search and reservation services*

\_\_\_\_\_ 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 person with the necessary powers to sign this agreement, (hereinafter also only "Adherent"),

on the other side,

ENIT, MiTur and the Adherent hereinafter referred to individually as "Party" and jointly as "Parties"

### WHEREAS.

- ENIT is the entity responsible for the website [italia.it](https://italia.it) of which it takes care of the content management;
- on January 13, 2022, ENIT and MiTur signed 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 cooperation with the

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Regions and Autonomous Provinces, in the timeframe and 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 envisaged by the National Recovery and Resilience Plan (PNRR);

- ENIT and MiTur published on 16/09/2022, a Public Notice for private entities operating in the restaurant sector and/or related search and reservation services to join the Tourism Digital Hub project;
- the Adherent submitted an application for membership on \_\_\_\_\_ 2022, registered with no: \_\_\_\_\_; that it have passed the preliminary investigation on \_\_\_\_\_ 2022;
- this Accession and Interoperability Agreement with TDH (hereinafter also only the "**Agreement**") establishes a cooperation between ENIT and MiTur, on the one hand, and the Adherent, on the other hand, which is aimed at profitably matching the tourism demand towards Italy with the relevant Italian supply, according to the objectives and purposes better detailed below;
- the MiTur and ENIT, in the exercise of their institutional competencies, do not in any case play the role of economic operator and/or intermediary and operate exclusively for the purposes of public interest within their competence;
- ENIT, MiTur and the Adherent intend to promote similar forms of collaboration and cooperation with all entities - both public and private - interested in the same goals and objectives ;
- ENIT and MiTur have already signed-and may sign new ones in the future-with other Adherent entities, both public and private, similar membership and interoperability agreements with TDH;
- the Adherent declares that he/she is fully aware of and accepts the fact that all Adherents to the TDH will be placed on an equal footing with each other, without any pre-eminence, precedence or position of advantage over other Adherents, having joined the TDH aware of this characteristic of the TDH itself;
- the Adherent operates in the restaurant industry and/or related search and reservation services. The Adherent intends to join the TDH for the use of E-Services functional to its social activity and for which it declares that it has and/or undertakes to obtain all rights 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 Adherent, for the purpose of interoperability with the Tourism Digital Hub, is equipped with an interoperable platform that enables the APIs to be managed (invoke/expose) and gives the ability to consult and monitor them ensuring their operational management as outlined in paragraphs 4.1 and 4.2 of the Interoperability Guidelines (TDH022);
- The TDH is a platform of content and services to profitably match tourist demand to Italy with the relevant Italian supply (delivered by both domestic and international actors), linking the interests of the person (tourist), destinations and supply before, during and after the tourist experience, creating added value for all actors involved;
- The TDH rests on a technological infrastructure that makes possible the interoperability of the information systems and databases of the MiTur and the Adherents, 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 carried out 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;



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- No further approval steps, other than the signing of this Agreement, are necessary for the use of E-Service between MiTur and the Adherent;
- MiTur has identified a standard communication protocol between the TDH and the outside world, defined as TDH022, which stands as a Digital Standard at the National level, in charge of the exchange of both "open" (open data) and "closed" (private data) data and content among the Adherents, also playing the role of integration interface between the TDH and the Sector Operators who wish to be part of the Ecosystem;
- Where falling under the same subject area (e.g., catering), the content and data of different Adherents will be made usable on the TDH on an equal basis, with no primacy and/or priority accorded in any form;
- The Adherent intends to exchange data and information with ENIT and MiTur and through the TDH in accordance with the provisions of this Interoperability Agreement (hereinafter "**Agreement**") and in accordance with the cases and manner permitted by EU Reg. 679/2016 (GDPR).

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

### STIPULATE AND AGREE AS FOLLOWS

#### ART. 1 - Definitions.

1. For the purposes of this Agreement, the following definitions apply:
  - a) Adherent: the entity that has joined the Interoperability Infrastructure with TDH through the accreditation process.
  - b) Adherents: 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 signing a membership and interoperability agreement with TDH.
  - c) API: a set of procedures, features, operations available to the programmer and usually grouped together to form a set of specific tools for performing a given task.
  - d) APPs: digital applications made using APIs published on the TDH and/or italia.it portal.
  - e) Attribute(s): the characteristics possessed by the Adherents. According to the AgID Guidelines, Attributes can be Certified, Declared and Verified.
  - f) API Catalog: a single, centralized component that ensures that Adherents 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 Adherents involved.
  - g) DPIA: Data Protection Impact Assessment.
  - h) Adherent List: the list of all entities with which there is a current adherence and interoperability agreement with TDH, updated on a *near real-time* basis by MiTur, which can be viewed online on dedicated public area of the TDH ecosystem.
  - i) End Users: end users of the APPs or APIs or the italia.it/ TDH website.
  - j) Deliverer: the MiTur in its capacity as a developer who makes an E-service available via API on the TDH Interoperability Infrastructure to enable its use and subsequent interoperability of the data by Adherents.

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- k) E-service: any digital service delivered within the Tourism Digital Hub (also "TDH") implemented 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 integration of its processes to Adherents, governed by this Agreement.
- l) Beneficiary: the Adhering party in its qualification as a party who, through the signing of this Agreement, accesses and benefits from the E-service through API made available by the Provider on the TDH and/or italia.it portal.
- m) 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, by means of the accreditation, identification and management of the authorization levels of the subjects entitled to operate on it, as well as the collection and storage of information relating to the accesses and transactions carried out through it referred to in Article 50-ter, paragraph 2, of the CAD.
- n) Italia.it: a website created by the Ministry of Tourism to promote Italy's entire tourism ecosystem in order to enhance, integrate and promote its offerings and will be enriched with new content produced by the TDH ecosystem.
- o) AgID Guidelines: the AgID guidelines on the technological infrastructure for interoperability of information systems and databases referred to in Article 50-ter, paragraph 2, of the CAD.
- p) 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.
- q) Implementation Recommendations: the document detailing features and technical methods of accessing and using the E-service made available by the Provider.
- r) Interconnection Requirements: the requirements established by the Provider, and that the Beneficial Owners must meet, in order to access a given E-service and to be able to enter into the Interoperability Agreement necessary for the purpose of its fruition as outlined on the document "Guidelines on Technical Interoperability and Bee Management" (hereinafter "Interoperability Guidelines (TDH022)").
- s) Service Level Agreement (SLA): the service level agreement agreed upon between MiTur and Adherents as Consumers of an API when delivering an E-service - consistent with the SLAs stated in the Adherence Letter related to TDH operations composed of measurable metrics.
- t) TDH: The Tourism Digital Hub is a platform of content and services to profitably bring together the demand for tourism to Italy with the relevant Italian supply (delivered by both domestic and international players), linking the interests of the person (tourist), the destinations and the supply before, during and after the tourism experience, creating added value for all involved.
- u) TDH022: standardized communication protocol that enables interoperability between the Tourism Digital Hub (TDH) Digital Ecosystem and its members.
- v) User(s): any natural person who accesses the TDH Interoperability Infrastructure and is authorized by the Adherent to act on its behalf on the Infrastructure. According to the provisions of the AgID Guidelines, Users can be API Operators, Security

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Operators, Administrative Operators, whose references must be communicated to MiTur through the telematic accreditation procedure on the platform.

## ART. 2 - Aims and Objectives

1. This agreement regulates the rights of the Parties in relation to membership in the TDH ecosystem, as well as how to use the APIs on the portal. The TDH ecosystem is a content and services platform to profitably match tourist demand to Italy with the relevant Italian supply, connecting the following elements: person (tourist), content (from which to infer the person's interest), destinations and supply. The TDH ecosystem guarantees, through APIs, the interchange of tourism data and content, enriching the italia.it website and all related digital channels (mobile APP, Social Media, etc.), with new content and services produced, produced internally and in collaboration with the Regions, Autonomous Provinces and public entities, but also through integrations with private partners.
2. The booking process, therefore, will be finalized through the italia.it website, while any aspect related to the subsequent management of the booking, including but not limited to any possible modification or cancellation of the same, will take place on the Member's portal, relying on services solutions, tools and functionalities already in the availability of the Member.
3. Joining the TDH ecosystem, which is implemented through the exchange of content and data, is therefore also an opportunity for the Adherent to increase the information set and optimize its personalized tourism offer. 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, Third Parties) will have to interconnect by equipping themselves in turn with a technological infrastructure that allows them to exchange/receive information and content, using an encrypted, authenticated and authorized mode.
4. Specifically, through TDH membership each member will be able to take advantage of the APIs available on the TDH Ecosystem for the transfer or acquisition of data and content, according to the specifications outlined in the Interoperability Guidelines (TDH022) and its annexes.

## ART. 3 - Economic burdens

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 financial charges to be borne by the Parties, nor are there any fees and/or reimbursement of expenses to be paid by one Party and 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, bears its own costs, direct and indirect, none excluded, for participating in the TDH and providing and/or enjoying the E-services.

## ART. 4 - Contact persons

1. Each Party shall designate a Contact Person for this Agreement. The Contact Person shall be responsible for representing the Party that designated him or her for the executive activities

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of this Agreement and reporting internally, as well as for continuously monitoring the progress of the agreed activities.

The MiTur Contact Person is:

Mr/Ms \_\_\_\_\_,

email \_\_\_\_\_.

The Contact Person of ENIT is:

Mr/Ms \_\_\_\_\_,

email \_\_\_\_\_.

The Contact Person for *the Adherent* is.

- Name \_\_\_\_\_
- Last name \_\_\_\_\_
- E-mail \_\_\_\_\_
- Fiscal code \_\_\_\_\_

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

#### **ART. 5 - Obligations and responsibilities of ENIT and MiTur.**

1. It is incumbent on ENIT and MiTur to operate in full compliance with the provisions of the AgID Guidelines, the Interoperability Guidelines (TDH022) and this Agreement.
2. The following obligations fall on ENIT and MiTur, being in their responsibility:
  - a) Carry out the risk analysis on the protection of personal data that will be obtained through the use of E-service (so-called DPIA) referred to in Article 35 paragraph 4 of EU Regulation 679/2016 before proceeding to the provision of services to the tourist. These assessments will be carried out, if the resulting data processing poses high risks to the rights and freedoms of the data subjects, taking into account the Provision of the Data Protection Supervisor on "List of types of processing subject to the requirement of a data protection impact assessment pursuant to Art. 35, paragraph 4, of Regulation (EU) No. 2016/679 - October 11, 2018" and, in any case, always in the expectation that the principle set in data protection from the design phase of service delivery and by default (ex art. 25 of Regulation (EU) No. 2016/679) will also be realized in practice;
  - b) use the data and information provided by the End-user, including personal data necessary for the finalization of reservations and in the process of using the E-service only for the stated purpose(s) and within the limits of the latter, as well as only for the time strictly necessary to carry out the activities for which the use has been requested, that is, for analytical, statistical and profiling purposes, where permitted, in compliance with current legislation and for the time from time to time indicated

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in the relevant information on the processing of personal data provided to the data controller. The aforementioned data, moreover, may be enriched with the browsing data and preferences of end-users expressed while browsing the TDH and/or italia.it portal, in the only cases in which this is legitimately permitted under the GDPR, and then transfer them to the Adherents in aggregate form in order to increase the information set and optimize the personalized tourist offer. Where of interest, the Parties will agree on specific terms and modalities.

- c) Adequately instruct Users, authorized to act on their own behalf, on the proper use of E-service as well as on the processing of personal data, related risks and the rights of data subjects;
- d) Promptly notify the Member of any events and/or conditions modifying this Agreement, requesting acceptance of the clauses being modified;
- e) incorporate any regulatory changes in privacy and security that impact the TDH, ensuring that it is adjusted and making the new version available for use;
- f) notify the Member promptly, no later than within 24 hours, of any events impacting the security related to the integrity and confidentiality of communications required for access to and use of the relevant E-service;
- g) Report to the Member promptly, within 24 hours at the latest, any malfunction or inefficiency encountered when accessing and/or using the E-service;
- h) Make available to the Member and Users an appropriate support service;
- i) in the event of a breach of personal data of which it is the data controller, 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);
- j) Ensure conditions of absolute equality of treatment among Members falling in the same field of activity, without engendering either directly or indirectly competitive advantages for any of them.

#### **ART. 6 - Obligations and responsibilities of the Member.**

1. The obligation rests on the Adherent to operate in full compliance with the provisions of the AgID Guidelines, the Interoperability Guidelines (TDH022) and this Agreement.
2. The Adherent allows MiTur the legitimate use of the data acquired through the E-Services published in the API catalog for all uses compatible with the institutional purposes highlighted in this agreement, including, but not limited to, the publication of additional of its own E-Services for the delivery of new content to Adherents.
3. The Adherent, 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 ex 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).
4. The Member is responsible for risk analysis on the protection of personal data that will be obtained through the use of E-service.
5. The Adherent shall provide ENIT and MiTur with a copy of its privacy policy, for publication on the pages related to the Adherent's content on the TDH involving acquisition of personal data and their communication. The Adherent warrants that the aforementioned privacy policy contains all the information referred to in Article 13 of the GDPR, including in relation to the subsequent communication of personal data to MiTur and ENIT, supplemented by the

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- data of preferences and consumption habits of users guaranteeing the legitimacy of their processing in accordance with the privacy regulations.
6. The Adherent agrees to identify within its own organization and accredit on the TDH the Operational contact person (para. 1, art. 4 of this agreement) who will be responsible for the technical/operational relationship with the TDH ecosystem, as well as responsible for the management of the TDH utilities, and therefore it will be his or her responsibility:
    - a) identify the Users authorized to operate on behalf of the Member with reference to the management of the individual E-service;
    - b) monitor the list of active users in their organization who are accredited on the TDH and authorized to operate on behalf of the Adherent and promptly notify MiTur of any changes (Ex: replacement of operational contact person, user termination, etc.).
  7. The Adherent undertakes, at the request of ENIT and/or MiTur, to adhere to any subsequent versions of the E-service prepared and released on the API Catalog, within six months from the receipt of specific communication from ENIT and/or MiTur, and consequently provide for the divestment of the previous version of the E-service.
  8. The Adherent agrees to notify ENIT and MiTur promptly, no later than 7 days after their emergence, of any changes impacting the stipulation of this Agreement and/or access to and use of the relevant E-service.
  9. The Member agrees to promptly notify ENIT and MiTur of any changes, even if temporary, inherent in the usability of the services underlying the APIs published on the TDH.
  10. The Adherent agrees to notify ENIT and MiTur promptly, no later than within 24 hours, of any events impacting the security related to the integrity and confidentiality of communications necessary to access and use the relevant E-service.
  11. The Member agrees to report to ENIT and MiTur promptly, within 24 hours at the latest, any malfunction or disservice encountered when accessing and/or using the E-service.
  12. In the event of a breach of personal data of which it is the data controller, the Member 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).
  13. The Member undertakes to adequately educate Users, authorized to act on its behalf, on the proper use of E-service as well as on the processing of personal data, related risks, and the rights of data subjects.
  14. The Member undertakes to take technical and organizational measures to ensure a level of security appropriate to the risk, monitor and track the access and activities of its Users for as long as strictly necessary and for the sole purpose of protecting the protection of personal data as defined by Articles 25, 29 and 32 of the GDPR, promptly informing ENIT and MiTur in case of unauthorized access, unlawful processing of data and any threat posing a risk to the security and rights and freedoms of data subjects.
  15. The Adherent agrees to equip itself with the tools and all IT solutions necessary for optimal use of the E-service fruition features;
  16. The Adherent undertakes to control and ensure the security of access to the E-service, taking into account that the application tracking of access and operations performed is also carried out by ENIT and MiTur.
  17. The Member agrees to incorporate any regulatory changes in privacy and security that impact the E-Service, and will adapt it and make the new version available for use.
  18. The Adherent agrees, if applicable, to report to ENIT and MiTur at least monthly data on processes initiated on the TDH and concluded on the Adherent's systems (e.g., booking of services initiated with a search on the TDH and concluded on the Adherent's portal).

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19. The Member guarantees, being responsible for:
  - a) The compliance of the dataset exchanged through E-service with current legislation, including on personal data protection;
  - b) The accuracy, integrity and truthfulness of the data reported to ENIT and MiTur when using the E-service;
  - c) The tracking of access and operations performed, as identified in the AgID Guidelines and associated with the use of E-service, as well as their storage for as long as strictly necessary.
20. With reference to data communications between the Parties, the Parties undertake to fully comply with the EU and national legislation on personal data protection as well as to indemnify and hold each other harmless from any economic loss, dispute, liability, condemnation or sanction, as well as other expenses incurred or costs suffered - including in terms of reputational damage - as a result of an action complaint or procedure undertaken by the Data Protection Supervisor or any other party where such action is a consequence of even a single violation by either Party of the data protection legislation and/or of the obligations undertaken for the purpose of the execution of this Agreement.
21. In case of non-compliance with the obligations under this article by the Adherent and its Users, ENIT and MiTur reserve the right to suspend this Agreement, even with immediate effect, and the provision of E-service and to proceed to the revocation of the membership itself in the most serious cases.

#### **ART. 7 - Limits to liability and indemnity**

1. ENIT and MiTur are not responsible for failure to provide or use E-service due to a malfunction or inefficiency of the Member's Interoperability Infrastructure.
2. The Adherent agrees and acknowledges that ENIT and MiTur are not responsible for any missing, incomplete or outdated and/or unlawful disclosure of data by the Adherent.
3. The Member assumes total and exclusive responsibility for the quality, nature and quantity of the data exchanged through API and expressly indemnifies ENIT and MiTur from any loss or damage arising to the same and/or other Members or Third Parties.
4. ENIT and MiTur shall in no event be liable for any liability arising from undue and unauthorized use of the E-Services by Members and/or Third Parties.

#### **ART. 8 - Intellectual Property**

1. The Member warrants that it has full ownership of all intellectual and industrial property rights and commercial exploitation rights in relation to the data shared within the TDH Ecosystem via API;
2. The Adherent guarantees ENIT and MiTur the ability to make use of data interoperated through E-Services, even where covered by intellectual property, at no financial charge;
3. The Subscriber agrees to hold the subscribers harmless from any damage or dispute that may be brought against them by other Subscribers or third parties for infringement of any industrial or intellectual property right, as well as commercial exploitation right in the ownership of third parties;
4. In case of any dispute raised in reference to industrial or intellectual property rights, as well as commercial exploitation, the Adherent is required to inform ENIT and MiTur as soon as

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- possible, who reserve the right to suspend the Adherent and what is shared through the API on the portal;
5. All industrial and intellectual property rights related to the TDH and/or italia.it portal, except for content transmitted by Members, are and will remain the property of ENIT and/or MiTur;
  6. The Member hereby grants ENIT and MiTur the right to use its trademark for the purpose of publication in the Directory as well as in any occasion of promotion or communication of the Ecosystem.

#### **ART. 9 - Processing of personal data**

1. The Parties, in their capacity as data controllers, are obliged to operate in full compliance with the provisions of the GDPR and Legislative Decree No. 196 of June 30, 2003, as amended (hereinafter Privacy Code) - the latter in the following also "personal data protection legislation."
2. The Parties undertake to comply with the current legal provisions on the protection of personal data, with particular regard to the adoption of appropriate security measures, and to ensure that their employees and collaborators who, properly trained, will be authorized to process personal data comply with them.
3. The purposes and methods of personal data processing must 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. The personal data acquired under this agreement through the TDH portal, as well as the data acquired through the E-Services will be retained for a period of time not exceeding the achievement of each specific purpose of use of the E-service, within the scope of this adhesion agreement with the Adherent (18 months from the date of signing ), as well as for the additional time of 24 months, necessary for the fulfillment of the purposes of the TDH and the italia.it portal.
4. By signing this Agreement, the pro-tempore legal representatives of the Parties expressly consent to the processing of their personal data.
5. The Adherent, in its capacity as Data Controller, makes the data accessible to ENIT and MiTur, which will process them, each within its competence, as autonomous Data Controller. Access to the personal data made available through the use of the E-service provided through the Interoperability Infrastructure does not change the discipline regarding the ownership of the processing, pursuant to Article 50-ter, paragraph 6, of the CAD.
6. Data resulting from the enjoyment of TDH content that includes a partner's E-Services will be made available to both ENIT and MiTur and to the partner itself, subject to the need to inform the entitled parties.
7. The Parties mutually acknowledge that they have read each other's privacy policies.

#### **ART. 10 - Duration, renewal, withdrawal and termination.**

1. This Agreement is valid and effective as of the date of its signature by the Member registered through TDH, and has a term 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.



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2. The Parties reserve the right to terminate this Agreement by notifying the other Party, through the TDH, in the manner specified in Article 12, with a minimum notice of 30 (thirty) days.
3. Unless otherwise specified, this Agreement shall also apply if a new version of E-service is prepared and released on the API Catalog.
4. 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 Adherent, including by publication on the website and official notification, and in the event that such changes affect the obligations of the Adherent, the Adherent has the right to terminate the contract with 60 days' notice. The Member must accept the changes through the digital form made available by TDH and accessible through a link from the notification email;
5. In the event of changes that impact the legitimacy of the Adherent to access the E-service and/or the security related to the integrity and confidentiality of the communications necessary to access and use the relevant E-service, ENIT and MiTur will suspend the provision of the E-service, as well as the information set of data that may have already been exchanged and/or terminate this Agreement.
6. In the event of suspension of E-service delivery or termination of this Agreement, ENIT and MiTur will temporarily or permanently disable the Fruitor's ability to access E-service.

#### **ART. 11 - Applicable law and place of jurisdiction**

1. This Agreement is subject to Italian Law. For anything not expressly provided for, express reference is made to the Civil Code, the CAD, the AgID Guidelines, as well as other relevant provisions in force, 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.

#### **ART. 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.

#### **ART. 13 - Registration and fees**

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. Expenses for any registration shall be borne by the requesting Party.

#### **ART. 14 - Final Disposition.**

1. The Background, Interoperability Guidelines (TDH022), Annexes, and all procedures referred to in these documents, form an integral and substantial part of this Agreement and bind the Parties to comply with them.

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

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

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