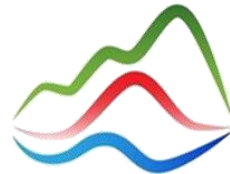




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REPUBBLICA ITALIANA



Public notice for participation in the "Tourism Digital Hub" project by entities operating in the field of Business-to- Business services for accommodation facilities

Date: 16/09/2022

Public notice for membership in the "Tourism Digital Hub" project by entities operating in the field of Business-to-Business services for accommodation facilities

VERSION TABLE			
Date	Version	Description	Amended par.
16/09/2022	1.0	First drafting of the document	All

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Public notice for participation in the "Tourism Digital Hub" project by entities operating in the field of Business-to-Business services for accommodation facilities

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 Prof. Roberta Garibaldi 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 attributed the functions and tasks incumbent on the State in the field of tourism, except those attributed, by the same decree, to other ministries or agencies, and subject 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 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, the technological platform and the 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.
- ENIT is the entity responsible for the italia.it website, the content of which it manages;

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- 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, 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 adhesions, on an equal basis, from private entities and economic operators operating in the sector of Business-to-Business services for hospitality facilities, as defined below, interested in participating in the Tourism Digital Hub initiative (hereinafter also only "**TDH**"), as Partners (hereinafter also "**Applicants**") who, by sharing content and data with MiTur and ENIT through special APIs, feed the italia.it portal, and the soon-to-be-released mobile APP, with content related to their offer. In addition, membership in the ecosystem guarantees advantages for hotels registered on the italia.it portal and whose offer is conveyed through the services made available by the Applicants, through the containment of fees due to the Applicants and the possible recognition of discount and cashback mechanisms better described in the remainder of this Notice and in the Outline of Agreement attached to it.

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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.).

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 Applicant, therefore, for the purpose of implementing interoperability with Tourism Digital Hub 022, is required to have an interoperable platform that allows 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).

Partners will be required to provide the Mitur with the dump containing detailed master data of all integrated hotel and other facilities, available in all languages supported by the TDH, based on the technical guidance contained in the annex to this Notice, and update it at least fortnightly.

For the purpose of interconnection with the TDH, Receptivity Partners will be required to expose, as a priority, APIs that cover the following functionalities:

1. geographical search and according to correlation/similarity criteria;
2. faceting and filtering;
3. Real-time facility/room availability check;
4. reservation;
5. Economic transaction secured by payment gateways in compliance with PCI DSS and PSD2 standards.

Specifically, the APIs should conform to the technical specifications provided in the <Technical Annex>, attached to this Notice.

The partner must also ensure the return of booking data with periodic reporting, at least monthly, along with additional data related to e.g. destinations, hotel rates, cashback, if any, with detail pertaining to the individual hotel facility if available.

The booking and payment 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, cancellation or complaint of the same, will take place on the Applicant's portal, relying on services solutions, tools and functionalities already in the availability of the Applicant. Through the exposure of payment APIs, the partner also ensures a seamless experience for the user who will be able to finalize the payment on italia.it, without therefore having to "leave" the site to make the

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economic transaction, which will be managed on the partner's systems integrated through APIs on the TDH. Therefore, MiTur will in no case play the role of seller and/or intermediary and in no way be responsible for the economic transaction that has taken place. MiTur also will process payment data only for the purpose of their transmission via API to the partner, without subjecting them to storage on its own media.

Joining the TDH ecosystem will therefore allow the mutual exchange of content and data, not only provided by means of APIs by the Applicants, 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 Applicants through reporting systems made available by MiTur. The interoperability of return data is therefore also an opportunity for each of the Applicants to increase the information set and optimize their personalized tourism offerings.

Art. 2 - Eligible subjects and subjective requirements

All individuals and private economic operators, in whatever legal form they are constituted, operating, through their own brand, in the sector of Business-to-Business (B2B) services for accommodation facilities located in Italy and managing 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. Have at least one operational headquarters in Italy or within the territory of the European Union;
- B. Are able to integrate, through appropriate technologies, the following categories of subjects:
 - Hotels (required)
 - Channel Manager (required)
 - Extra-hotel facilities (optional)
 - Wholesalers (optional)
- C. Are already integrated with at least 1 channel manager;
- D. provide services in favor of at least 10,000 facilities (hotel and non-hotel), at least 8,000 of which are hotels, located in the national territory, and for the latter:
 - must be able to provide a cashback service of a portion of the fees to be returned to hotels registered in the program, with respect to services finalized through the italia.it portal;
 - must be able to handle payments in different currencies, including compulsorily euros and dollars;
 - must ensure dual mode of payment: either through gateway (PCI DSS and PSD2 compliant) for advance by credit card and/or other payment method acting as merchant; or directly at the hotel, acting as pure intermediary;

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- must provide after-sales assistance to support the user in case of changes/cancellations or other types of inquiries related to the reservation and/or economic transaction.
- E. ensure any interested accommodation facility can log in to register with the partner's platform and upload all the necessary information, including:
 - Content, photos, lists of services, and descriptions of the hotel;
 - Categories, rooms and rates;
 - Menus, bed configuration and cancellation policies;
 - Availability and pricing options.

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.

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 Applicant 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

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the aforementioned requirements may constitute cause for the non-admission of the Applicant 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. Interested parties not established in Italy and without a PEC address may 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 email address: 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 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.

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, after 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.

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 23:59 on 16/11/2022.

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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 interested parties. The latter, within the period of ten days from 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 email address: 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.

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 conditions of favor, priority, exclusivity and competitive advantage for the benefit of any of the subjects and/or economic operators adhering, the operations of verification of the applications and eventual admission of the same will be carried out according to the following procedures. All instances received by 16/11/2022 will be examined and possibly declared eligible by 16/12/2022, the closing date of the preliminary investigation; the publication on TDH, at the same time for all admitted subjects, will take place by the ninety-day following the closing of the preliminary investigation, provided that the Accession Agreement is signed by that date and the integration tests with 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.

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ENIT, subject to the approval of MiTur, reserves the right to extend the terms of this Notice beyond November 16th, 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 with different terms and 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 approval by MiTur, to issue subsequent editions of this Notice.

Art. 5 - Outline of the Accession Agreement

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 applicant not deem it necessary/able to make the changes that MiTur - ENIT will make mandatory in the course of adherence, it shall have the right to withdraw from the *inter partes* contract, as better specified in the outline of the Adherence 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. Revocation will be promptly communicated by email/PEC and will take effect immediately upon receipt of the notification.

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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.

Article 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.

Article 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.

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

phone: 06/49711

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Art. 12 - Information and contacts

This Notice and all documents related to it can be found on the dedicated page on the websites: www.enit.it and <https://www.ministeroturismo.gov.it/tourism-digital-hub/>. The publication shall serve as 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 may be sent to the following e-mail address: support.tdh@enit.it no later than 16:00 on 30/10/2022. 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 clarifications that are generic, irrelevant or characterized by absolute uncertainty of origin will also not be considered.

Clarifications will be made by 07/11/2022, 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.

Article 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.

Article 14 - Jurisdiction and Appeals

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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.

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 area of Business-to-Business services for accommodation facilities

Outline of Accession and Interoperability Agreement

between

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 Prof. Roberta Garibaldi 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 field of Business-to-Business services for accommodation facilities

_____ 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 "**Applicant**"),

on the other side,

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

WHEREAS.

- ENIT is the entity responsible for the italia.it website, the content of which it manages;
- 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

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definition of the contents of the Tourism Digital Hub envisaged by the National Recovery and Resilience Plan (PNRR);

- the ENIT and MiTur published, on 16/09/2022, a Public Notice for membership in the Tourism Digital Hub project by entities operating in the field of Business-to-Business services for accommodation facilities;
- the Applicant submitted an application for membership on _____ 2022, registered under 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 Applicant, 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 public interest purposes within their competence;
- ENIT, MiTur and the Applicant 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 Applicant entities, both public and private, similar membership and interoperability agreements with TDH;
- the Applicant declares that he/she is fully aware of and accepts the fact that all Applicants to the TDH will be placed on an equal footing with each other, without any pre-eminence, precedence or position of advantage over other Applicants, having joined the TDH aware of this characteristic of the TDH itself;
- The Applicant operates in the field of B2B services for accommodation facilities. The Applicant intends to join the TDH for the provision of E-Services functional to its business and 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, 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);
- No further approval steps, other than the signing of this Agreement, are necessary for the use of E-Service between MiTur and the Applicant;
- 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 Applicants, 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 on the accesses and transactions carried out through it. The sharing of data and information is done through the provision by Adhering parties and the use by the Mitur/ENIT of application programming interfaces (APIs);

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- 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 Applicants, 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, the content and data of different Applicants will be made usable on the TDH on an equal basis, with no primacy and/or priority accorded in any form;
- The Applicant 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) 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 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 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 of the Applicants involved.
 - g) Channel manager: a technological platform that enables the simultaneous sale of an accommodation facility's rooms on all channels (B2C and/or B2B) with which the facility is connected.
 - h) DPIA: Data Protection Impact Assessment.
 - i) Dump: is an element of a database containing a summary of the structure of the database tables and/or related data.
 - j) Applicant 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.
 - k) End Users: end users of the APPs or APIs or the italia.it/ TDH website.

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- l) Provider: the Applicant and/or MiTur in its capacity as 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 the Mitur or Applicant.
- m) E-service: any digital service delivered as part of the Tourism Digital Hub (also "TDH") implemented and made available to the Mitur/ENIT 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 the Mitur/ENIT, governed by this Agreement.
- n) Benefactor: the Mitur and/or the Applicant in its qualification as a subject who, through the signing of this Agreement, accesses and benefits from the E-service through APIs made available by the Provider for the purposes of the TDH and/or italia.it ecosystem.
- o) 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.
- p) 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.
- q) 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.
- r) 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.
- s) Service Level Agreement (SLA): the service level agreement agreed upon between MiTur and Applicants as the Provider of an API when delivering an E-service - consistent with the Applicant's stated SLAs 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 actors), linking the interests of the person (tourist), destinations and supply before, during and after the tourism experience, creating added value for all actors 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 Applicant to act on its behalf on the Infrastructure. According to the provisions of 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.

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- w) Wholesalers: wholesalers who, thanks to special commercial contracts made with accommodations, as well as confidential rates and sales conditions, purchase rooms at prices defined directly by hotels. Through such contractual facilities, Wholesalers can enter into agreements with other intermediaries (e.g., Tour Operators, Aggregators) who, in turn, propose the facility to the final customer.

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 and payment process will be finalized through the italia.it website but payment will be made on the partner's systems integrated through APIs on the TDH. Any aspect related to the subsequent management of the booking, including but not limited to any modification or cancellation of the booking, will take place on the Member's portal, relying on services solutions, tools and functionalities already available to the Member. Similarly, the economic transaction must be managed by the Partner that makes itself available to the collection of commissions to be returned periodically, according to cashback mechanisms, to the hotels affiliated with the operator through a Channel Manager or in direct form and registered on italia.it. MiTur will in no case play the role of seller and/or intermediary and in no way will be responsible for the economic transaction that has taken place. MiTur will also process payment data only for the purpose of their transmission via API to the partner, without subjecting them to storage on its own media;
3. Joining the TDH ecosystem, which is implemented through the exchange of content and data, is therefore also an opportunity for the Applicant 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 also eventually 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

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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 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 of *the Applicant* 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

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- 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 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 Applicants 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 educate 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 amending this Agreement, requesting acceptance of the clauses subject to change;
 - 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 Applicant to operate in full compliance with the provisions of the AgID Guidelines, the Interoperability Guidelines (TDH022) and this Agreement.
2. The Applicant 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 Applicants.
3. 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

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- 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.
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 Applicant shall provide ENIT and MiTur with a copy of its privacy policy, for publication on the pages relating to the Applicant's content on the TDH involving the acquisition of personal data and their communication. The Applicant warrants that the aforementioned privacy policy contains all the information referred to in Article 13 of the GDPR, also in relation to the subsequent communication to MiTur and ENIT of data related to the reservation (changes, actual use of services, etc.).
 6. The Applicant agrees to identify within its 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:
 - Identify the Users authorized to operate on behalf of the Member with reference to the management of the individual E-service;
 - monitor the list of active users in their organization who are accredited on the TDH and authorized to operate on behalf of the Applicant and promptly notify MiTur of any changes (Ex: replacement of operational contact person, user termination, etc.).
 7. The Applicant 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 Applicant 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 delivery 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 Applicant 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, if necessary, 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

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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 Applicant agrees to equip itself with the tools and all IT solutions necessary for optimal use of the E-service delivery features, ensuring as a priority, APIs covering the following functionalities:
 - geographical search and according to correlation/similarity criteria;
 - faceting and filtering;
 - Real-time facility/room availability check;
 - the best available rates among all integrated suppliers, wholesalers, and directly registered accommodations;
 - Online booking with immediate confirmation;
 - Economic transaction secured by payment gateways in compliance with PCI DSS and PSD2 standards.
16. The Applicant agrees, over the term of this agreement, to work with MiTur to integrate innovative solutions that improve the user experience and ensure greater protections for accommodations and end customers.
17. The Applicant 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.
18. 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.
19. The Applicant agrees to report to ENIT and MiTur at least monthly data on processes initiated on the TDH and concluded on its systems (e.g., booking of services initiated with a search on the TDH and concluded on the Applicant's portal).
20. The Member agrees to make available and keep up-to-date a database of accommodation facilities present in the following ways:
 - must be updated periodically and shared at least fortnightly and/or when necessary in case of significant changes to the database;
 - the structure of the database must be in line with the technical guidance in the annex to the published Notice;
 - must be available and shared in all languages supported by TDH.
21. The Member guarantees, being responsible for:
 - The compliance of the dataset exchanged through E-service with current legislation, including on personal data protection;
 - The accuracy, integrity, and truthfulness of the data reported to ENIT and MiTur when providing E-service;
 - the tracking of access and operations performed, as identified in the AgID Guidelines and associated with the provision of E-service, as well as their storage for as long as strictly necessary.
22. The Member agrees to directly manage the contracting with the accommodations and undertakes to ensure that the accommodations are able to upload all necessary information, including:
 - Content, photos, lists of services, and descriptions of the hotel;
 - Categories, rooms and rates;
 - Menus, bed configuration and cancellation policies;
 - Availability and pricing options.

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23. The Member undertakes to manage the acceptance of the terms and conditions in order to ensure the exposure of the accommodation facilities on italia.it; as well as to promote the registration on the italia.it portal of the accommodation facilities also aimed at the participation in the "italia.it cashback program".
24. The Member, as merchant and/or intermediary, guarantees, on all accommodation facilities, full autonomy in the management of economic transactions resulting from the sale of reservations on the italia.it portal through APIs integrated on the TDH, exempting and relieving MiTur from any role or responsibility pertaining to payments.
25. The Member warrants that membership in the TDH does not result in an increase in service fees charged to accommodations; if anything, discounts and/or cashback may possibly be provided.
26. The Member agrees to collect and return (so-called cashback) part of the revenues generated by the sale of its services, in the form of further discounts on the commissions applied and/or discounts on the fees applied by Channel Managers and/or other mechanisms to be defined, to the hotel facilities registered on italia.it and affiliated with the operator through a channel manager.
27. The Member agrees to ensure dual mode of payment: either by gateway for advance payment by credit card and/or other payment method;
28. 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.
29. In case of non-compliance with the obligations under this article by the Applicant 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 Applicant agrees and acknowledges that ENIT and MiTur are not responsible for any missing, incomplete or outdated and/or unlawful disclosure of data by the Applicant.
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

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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 Applicant guarantees ENIT and MiTur the possibility of using data interoperated through the E-Services, even where covered by intellectual property, at no economic 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 Applicant is required to inform ENIT and MiTur as soon as possible, who reserve the right to suspend the Applicant 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 fruition of the E-service, within the scope of this adhesion agreement with the Applicant (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 Applicant, 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.

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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 the 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.
2. The Parties reserve the right to terminate this Agreement by communicating such intention to the other Party, through the TDH and/or other shared modalities, in the manner specified in Article 12, with a minimum notice of 30 (thirty) days.
3. Unless otherwise specified, this Agreement shall also apply in case of preparation and release on the API Catalog of a new version of E-service.
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 Applicant, including by publication on the website and official notification, and in the event that such changes affect the obligations of the Applicant, the Applicant 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 case of changes that impact the legitimacy of the Applicant 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, MiTur will temporarily or permanently disable the Applicant's ability to access its E-service. At the same time, the Applicant will temporarily or permanently disable MiTur's ability to access its 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, via the TDH and/or other shared modalities, to each of the Parties.

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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, 26.4.1986. Expenses for any registration shall be borne by the requesting Party.

ART. 14 - Final Disposition.

1. The Forewords, 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.

The Applicant _____ (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)