



**Finanziato
dall'Unione europea**
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**MINISTERO
DEL TURISMO**
REPUBBLICA ITALIANA

Public notice for participation in the "Tourism Digital Hub" project by entities operating in the Vat Refund industry

Date: 19/01/2023



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VERSION TABLE			
Date	Version	Description	Amended par.
21/10/2022	1.0	First drafting of the document	All
05/12/2022	1.1	Update version (replacement of the new ENIT CEO)	Agreement incipit
17/01/2023	1.2	Updated version (subjective changes to Notices and Agreements with partners and in the management of the Tourism Digital Hub project - removal of ENIT)	Public Notice and Agreement's incipit, conditions and articles

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

WHEREAS.

- Article 54-bis, paragraph 1, of Decree-Law No. 22 of March 1, 2021, establishes the Ministry of Tourism, to which are 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, 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."
- 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.
- The Ministry of Tourism is the owner of the website italia.it of which ENIT takes care of its promotion.
- 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).

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- On 4 January 2023 it was published in *Gazzetta Ufficiale* L. 16 December 2022, n. 204 "Conversion into law, with amendments, of Decree-Law 11 November 2022, n. 173, containing urgent provisions on the reorganization of the attributions of the Ministries", art. 10-bis introduces a new paragraph 1-bis in Article 54-ter of Legislative Decree no. 300/1999, which provides that the Ministry of Tourism holds the title of the portal "Italia.it", the rights related to the domain itself and its technology platform, in order to coordinate and strategically direct the structuring of the portal itself and the activities of promoting national tourism policies carried out through it.
- Council Directive 2010/66/EU of October 14, 2010, amending Directive 2008/9/EC, lays down detailed rules for the refund of value added tax, provided for in Directive 2006/112/EC, to taxable persons not established in the member state of refund but in another member state.
- the DPR 26 October 1972, n. 633 with art. 38-quarter lays down the procedures and conditions for granting tax relief to persons domiciled and resident outside the European Community;
- 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 has initiated the public consultation process of the "Guidelines on Technical Interoperability and API Management" (hereinafter also just "TDH022 Guidelines");
- the MiTur has 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, in the exercise of their institutional competencies, does 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 intends, 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

The purpose of this notice is to collect adhesions, from private entities and economic operators operating in the **VAT Refund** industry, as regulated and governed by the EU and national regulations referred to in the foregoing recitals, for participation in the "Tourism Digital Hub" project, better described below.

Art. 1 - Purpose of the notice

This notice is aimed at collecting adhesions, on an equal basis, from private entities and economic operators operating in the **VAT Refund industry** (Vat Refund Player), in accordance with current EU

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and national regulations, interested in participating in the Tourism Digital Hub initiative (hereinafter also only "**TDH**"), as Partners (hereinafter also "**Applicants**") who, by sharing data and services with MiTur through appropriate APIs, integrate the portal of italia.it and the soon-to-be-released mobile APP, with services dedicated to monitoring the process of value-added tax (VAT) refunds to tourists from non-EU countries.

The TDH ecosystem is a platform of content and services to profitably match the tourist demand towards Italy with the related Italian offer, connecting the following elements: person (tourist), content (from which to infer the person's interest), destinations and offer (hotel; gastronomic etc.). In the context of this initiative, through the integration of the VAT Refund Players with the TDH ecosystem and to the **TAX-FREE Shopping** solution, it will be possible to achieve for the non-EU tourist a unified and consistent refund tracking experience on italia.it, improving the travel experience on all steps of the journey. The profiling of the Non-EU Tourist on italia.it, moreover, enables personalization of the experience through the simplification of the invoice data entry process and the ability to monitor the status of VAT refunds from the digital wallet in the personal area.

The visibility of integration services with the Partner on the italia.it portal does not respond to criteria of exclusivity or priority in favor of any of them. The methods of integration and the visibility accorded to them is guaranteed equally to all Partners.

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 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).

For the purpose of interconnection with the TDH, Tax Refund Partners will be required to interconnect, as a priority, via API, with at least the following interfaces:

- get Customer Data: API that allows the adhering VAT Refund Player to ask the TDH if the tourist is already on Italia.it and, if so, returns the data of the same useful to the partnered Shop for pre-filling the billing data.
- get Refund Status: API that queries all participating VAT Refund Players and retrieves all refund requests with their status.

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

The refund process will be searchable through the user's digital "Vat Refund Wallet" on italia.it, while any aspect related to the management of the refund, including but not limited to the

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validation of invoices at the customs office and/or any dispute of the same, takes place on the Member's systems, relying on services solutions, tools and functionalities already in the availability of the Member. Through API integrations with participating Vat Refund Players, the italia.it portal/app ensures a consistent and unified experience in monitoring the refund process for the tourist. Therefore, MiTur will in no case play the role of intermediary and in no way be responsible for the payment and VAT refund processes in the hands of the applicant. MiTur also will process data on refund requests with their status only for the purpose of consultation, without subjecting them to storage on its own media.

Art. 2 - Eligible subjects and subjective requirements

All individuals and private economic operators operating in the **VAT Refund** industry (Vat Refund Player), in any legal form established, who offer, in accordance with Directive 2010/66/EU and Article 38-ter, Presidential Decree No. 633 of October 26, 1972, services dedicated to the refund of value added tax (VAT), paid on purchases that are made in the national territory, by tourists from non-EU countries, 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 equipped with a technology infrastructure that enables them to exchange/receive information by API, using an encrypted, authenticated and authorized mode in the manner and according to TDH022 Guidelines;
- C. be accredited as intermediaries with Otello 2.0 with the Customs and Monopolies Agency.

Possession of all the above requirements must be proven as a priority 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 operating in the **VAT Refund** industry who are interested in submitting an application for admission must also certify, by self-certification of the legal representative pursuant to Presidential Decree No. 445/2000 and with a 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 Applicant throughout the term of the contract and/or provision of the service. MiTur reserves 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 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 dir.promozione@pec.ministeroturismo.gov.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: supportTDH@ministeroturismo.gov.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.

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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: supportTDH@ministeroturismo.gov.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 15/03/2023.

The MiTur reserves the right to extend the terms of this Notice beyond 15/03/2023, 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. The MiTur may also publish subsequent editions of this Notice.

Art. 4 - Admission procedure

All membership applications submitted will be subject to verification by the competent structures of MiTur 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: supportTDH@ministeroturismo.gov.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.

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 applications received by 15/01/2023 will be examined and eventually declared admissible by 31/01/2023, date of closing of the preliminary investigation; the publication on the TDH, at the same time for all admitted subjects, will take place by the thirtieth day following the closing of the preliminary investigation, provided that the Accession Agreement is signed by that date and the integration tests with the TDH E-service have been successfully finalized, subject to delays due to technical reasons beyond the control of the parties.
- All applications received by 15/03/2023 will be examined and eventually declared admissible by 30/03/2023, date of closing of the preliminary investigation; the publication on the TDH, at the same time for all admitted subjects, will take place by the thirtieth day following the closing of the preliminary investigation, provided that the Accession Agreement is signed by that date and the integration tests with the TDH E-service have been successfully finalized, subject to delays due to technical reasons beyond the control of the parties

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 compilation and signing of the Membership 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 will make mandatory during the course of membership, as better specified in the outline of the Accession Agreement referred to in Article 5 above.

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Should the applicant not deem it necessary/able to make the changes that MiTur 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 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.

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 may carry out unannounced checks and verifications, including spot checks, on the fulfillment of obligations by the Member. In addition, MiTur 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 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 - Head of the Notice

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

e-mail: supportTDH@ministeroturismo.gov.it

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tel: 06/4971 564

Art. 11 - Information and contacts

This Notice and all documentation related to it can be found on the dedicated page on the websites: <https://www.ministeroturismo.gov.it/tourism-digital-hub/> and www.enit.it. The publication shall serve as notification to interested parties.

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

Any requests for clarification may be sent to the following e-mail address: supportTDH@ministeroturismo.gov.it no later than 4:00 p.m. on 15/02/2023. Requests for clarifications received verbally, by telephone and/or by other means and, in any case, after the deadline indicated below will not be considered. Requests for clarification that are generic, irrelevant or characterized by absolute uncertainty as to their origin will also not be considered.

Clarifications will be rendered by 22/02/2023, including by publication 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 12 - 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 the Ministry of Tourism, in the person of the Minister pro tempore.

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Article 13 - 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.

Art. 14 - 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.

Annex A - Outline of Membership and Interoperability Agreement with TDH for individuals operating in the VAT Refund industry

Outline of Accession and Interoperability Agreement

between

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

and

the private company operating directly and/or indirectly in the Vat Refund industry

_____ 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**"),

The MiTur and the Applicant hereinafter individually "**Party**" and jointly "**Parties**"

WHEREAS

- The Ministry of Tourism is the owner of the website italia.it of which ENIT takes care of its promotion;
- 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);
- The MiTur (in collaboration with ENIT) published on 15/11/2022, a Public Notice for entities operating in the Tax Refund industry to join the Tourism Digital Hub project;
- On 4 January 2023 it was published in *Gazzetta Ufficiale* the L. 16 December 2022, n. 204 "Conversion into law, with amendments, of Decree-Law 11 November 2022, n. 173, containing urgent provisions on the reorganization of the attributions of the Ministries", in which the art. 10-bis introduces a new paragraph 1-bis in Article 54-ter of Legislative Decree no. 300/1999, which provides that the Ministry of Tourism holds the title of the portal "Italia.it", the rights related to the domain itself and its technology platform, in order to coordinate and strategically direct the structuring of the portal itself and the activities of promoting national tourism policies carried out through it;

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- the Applicant submitted an application for membership on _____ 2022, registered under no. _____; receiving notice of admission on _____ 2023;
- this Accession and Interoperability Agreement with TDH (hereinafter also only the "**Agreement**") - which is stipulated directly by the MiTur pursuant to the aforementioned paragraph 1-bis of art. 54-ter of Legislative Decree no. 300/1999 - establishes a cooperation between the MiTur and the Applicant, which is aimed at profitably matching tourist demand towards Italy with the relevant Italian supply, according to the objectives and goals detailed below;
- the MiTur, in the exercise of its 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;
- 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;
- MiTur has 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 preeminence, precedence or position of advantage over other Applicants, having joined the TDH aware of this characteristic of the TDH itself;
- The Adherent declares that it is accredited as an intermediary with Otello 2.0 with the Customs and Monopolies Agency;
- Council Directive 2010/66/EU of October 14, 2010, amending Directive 2008/9/EC, lays down detailed rules for the refund of value added tax, provided for in Directive 2006/112/EC, to taxable persons not established in the member state of refund but in another Member State;
- the DPR 26 October 1972, n. 633 with art. 38-quarter lays down the procedures and conditions for granting tax relief to persons domiciled and resident outside the European Community;
- the Member operates in the field of services dedicated to the reimbursement of value-added tax (VAT), paid on purchases that are made in the national territory, by tourists from non-EU countries;
- The Applicant intends to join the TDH for the provision of E-Services that are functional to its business 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 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);
- 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 of application programming interfaces (APIs);

- MiTur has identified a standard communication protocol between the TDH and the outside world, termed 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 pertaining to the Tax Refund industry with 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

Article 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) DPIA: Data Protection Impact Assessment.
 - h) 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.
 - i) End Users: end users of the APPs or APIs or the italia.it/ TDH website.
 - j) 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.

- k) E-service: any digital service delivered as part of the Tourism Digital Hub (also "TDH") implemented and made available to the MiTur 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, governed by this Agreement.
- l) 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.
- 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) 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.
- r) Affiliated store: commercial establishment affiliated with VAT refund players;
- s) Tax free shopping: a solution implemented on the TDH that allows to streamline the process of VAT refund, paid on purchases that are made in the national territory, by a Tourist coming from a non-EU country.
- 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.

- w) VAT Refund Player: Brokerage firms, accredited as an intermediary with Otello 2.0 with the Customs and Monopolies Agency, that provide a VAT refund service to the non-EU traveler upon payment of a fee directly deducted from the amount of VAT to be refunded.

ART. 2 - Aims and Objectives

1. This agreement regulates the rights of the Parties in relation to joining the TDH ecosystem as part of the Tax free shopping solution, in accordance with Directive 2010/66/EU and Art. 38-ter, Presidential Decree No. 633 of October 26, 1972, as well as the modalities for the use of the related API dedicated to the digitization of the process of Value Added Tax (VAT) refunds to tourists from non-EU countries. The TDH ecosystem is a platform of content and services 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 Tax free shopping solution will offer the Non-EU Tourist a unified and consistent refund tracking experience on the italia.it website and app, enhancing the travel experience across all steps of the journey. The collection of background information of the Non-EU Tourist on italia.it, moreover, will enable personalization of the experience through the simplification of the invoice data entry process by participating partner shops and the ability to monitor the status of VAT refunds from the digital wallet in the personal area on italia.it.
3. The process of VAT refund to the non-EU Tourist will be available for consultation through the digital wallet in the user's personal area on italia.it, while any aspect related to the management of the refund, including but not limited to the validation of invoices at the customs office and/or any possible dispute of the same, takes place on the Member's systems, relying on services solutions, tools and functionalities already in the availability of the Member. Through API integrations with participating Vat Refund Players, the italia.it portal/app ensures a consistent and unified experience in monitoring the refund process for the tourist. Therefore, MiTur will in no way play the role of an intermediary and in no way be responsible for the refund processes in the hands of the member. MiTur also will process the data related to refund requests with their status only for the purpose of their consultation, without subjecting them to storage on its own media;
4. Joining the TDH ecosystem, which is implemented through data exchange, is therefore also an opportunity for the Applicant Vat Refund Player to speed up the activities of the contracted shop thanks to the pre-filling of billing data and to optimize its offer with an additional contact channel for its customers by improving visibility and positioning.
5. 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 the adhering operators (Regions, Entities, Third Parties and Private Operators) will have to interconnect by equipping themselves in turn with a technological infrastructure that allows them to

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exchange/receive information and content, using an encrypted, authenticated and authorized mode. In particular, through membership in the TDH for the Tax Refund industry, each applicant will be able to take advantage of the APIs available on the TDH Ecosystem for the Tax Free Shopping solution for the transfer or acquisition of data, according to the specifications indicated 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 of this Agreement and reporting internally, as well as for continuously monitoring the progress of the agreed activities.

The MiTur Contact Person is:

Mr. Edoardo Merz,

e-mail: supportTDH@ministeroturismo.gov.it.

The Contact Person for *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 MiTur.

1. The MiTur has the obligation to operate in full compliance with the provisions of the AgID Guidelines, the Interoperability Guidelines (TDH022) and this Agreement.
2. The MiTur shall bear the following obligations, being in his 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 32 of EU Regulation

679/2016, and in compliance with the principles laid down in Article 25 of the same Regulation, before proceeding to the provision of services to the tourist. 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, Impact assessment (DPIA) will be carried out in accordance with EU Regulation 679/2016;

- b) use the data and information provided by the End-user, including personal data necessary for monitoring the progress of reimbursement on invoices 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 statistical 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;
- c) Process data on claims with their status only for the purpose of consultation, without subjecting them to storage on their own media;
- d) 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;
- e) Promptly notify the Member of any events and/or conditions modifying this Agreement, requesting acceptance of the clauses being modified;
- f) 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;
- g) 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;
- h) Report to the Member promptly, within 24 hours at the latest, any malfunction or inefficiency encountered when accessing and/or using the E-service;
- i) Make available to the Member and Users an appropriate support service;
- j) 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);
- k) 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 Member is responsible for risk analysis on the protection of personal data that will be obtained through the use of E-service.
4. The Applicant shall provide MiTur with a copy of its privacy policy, for publication on the non-EU tourist's digital wallet on italia.it, which implies an acquisition of personal data and their communication to the tourist. The Member warrants that the aforementioned privacy policy contains all the information set forth in Article 13 of the GDPR in relation to the communication to MiTur of the non-EU tourist's personal data and related claims with related status.
5. 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.).
6. The Applicant undertakes, at the request of 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 MiTur, and consequently provide for the divestment of the previous version of the E-service.
7. The Applicant agrees to notify 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.
8. The Member agrees to promptly notify MiTur of any changes, even if temporary, inherent in the usability of the services underlying the APIs published on the TDH.
9. The Applicant agrees to notify 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.
10. The Member agrees to report to MiTur promptly, within 24 hours at the latest, any malfunction or disservice encountered when accessing and/or using the E-service.
11. 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).
12. 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.
13. 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 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.

14. 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 that will have to interconnect with the following interfaces:
- get Customer Data: API that allows the participating VAT Refund Player to ask the TDH if the customer is already on Italia.it and, if so, returns the data.
 - get Refund Status: API that queries all participating VAT Refund Players and retrieves all refund requests with their status.
15. The Applicant agrees to equip itself with APIs that shall conform to the technical specifications provided in the <Technical Annex>, attached to this Agreement.
16. 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 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 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.
19. The Member agrees to manage the acceptance of the terms and conditions in order to ensure the exposure of accommodation facilities on italia.it;
20. The Member agrees to ensure adequate end-user support in the provision of its VAT refund service;
21. 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.
22. In case of non-compliance with the obligations under this article by the Applicant and its Users, MiTur reserves 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. MiTur is 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 MiTur is not responsible for any missing, incomplete or outdated and/or unlawful disclosure of data by the Applicant.

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3. The Member assumes total and exclusive responsibility for the quality, nature and quantity of the data exchanged through API and expressly indemnifies the MiTur from any loss or damage arising to the same and/or other Members or Third Parties.
4. The Member expressly indemnifies the MiTur from any responsibility for any inaccuracies and/or discrepancies of data and information related to the service provided, ensuring in any event that it is authorized to disseminate such data and information through the TDH.
5. 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.
6. The MiTur, while committing itself to make available adequate services of assistance and maintenance in relation to the technological components of its competence of the TDH, it cannot be called to answer (by the Member, the accommodation facilities or the end users, as well as the other subjects of the circuit) of any situations of unavailability of services in the TDH resulting from the need for corrective or adaptive action, or more generically maintainable of the technological components of own competence and however of eventual situations of unavailability of the services for the time necessary to the restoration of the full functionality of the systems.

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 Applicant guarantees 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 MiTur 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 with reference to industrial or intellectual property rights, as well as commercial exploitation, the Applicant is required to inform 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 MiTur;
6. The Member hereby grants 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 regulatory 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 MiTur, which will process them 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 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 if a new version of E-service is prepared and released on the API Catalog.
4. MiTur has 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;
5. In any case, the MiTur may make unilateral changes to the regulations and, where the changes affect the obligations and responsibilities of the Member, he must accept the changes through the digital form made available by the TDH and accessible via link from the notification email. The non-acceptance within the period of 30 days from the communication of the changes will involve in the suspension and the consequent deactivation of access to the E-service. After a further 30 days, the contract between the Parties shall be deemed terminated.
6. 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

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access and use the relevant E-service, 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.

7. 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.

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 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.

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)