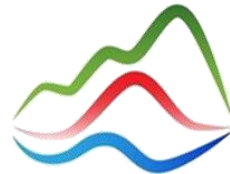




**Finanziato  
dall'Unione europea**  
NextGenerationEU



**MINISTERO  
DEL TURISMO**  
REPUBBLICA ITALIANA



# Public notice for the conclusion of free co-branding agreements aimed at promoting the visibility of the italia.it portal and the "TDH" (Tourism Digital Hub)

Data: 16/01/2023

Public notice for the conclusion of free co-branding agreements aimed at promoting the visibility of the italia.it portal and the "TDH" (Tourism Digital Hub)

TABLE OF VERSIONS			
Date	Version	Description	Modifications
16/06/2022	1.0	First release	All
28/07/2022	1.1	Updated version	Artt. 3-11-12
29/08/2022	1.2	Updated version	Art. 3
02/11/2022	1.3	Update version (new application timeline)	Art. 3-12 Public Notice; Art. 6 Agreement
05/12/2022	1.4	Update version (replacement of the new ENIT CEO)	Agreement incipit
13/01/2023	1.5	Update version (new application timeline)	Conditions, Artt. 3-12 Public Notice; Conditions, Artt. 7-10

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## Summary

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## Public notice for the conclusion of free co-branding agreements aimed at promoting the visibility of the italia.it portal and the "TDH" (Tourism Digital Hub)

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

in collaboration with

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

### WHEREAS

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

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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, within the timeframe and in the manner defined by MiTur itself, a new promotion strategy, strongly focused on digital and effectively contributing to the definition of the contents of the Tourism Digital Hub 2022 (hereinafter also just "**TDH**"), envisaged by the National Recovery and Resilience Plan (PNRR);
- 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;
- MiTur initiated an articulated and complex project aimed at profitably matching tourist demand to Italy with the relevant Italian supply, according to the objectives and goals detailed below;
- the MiTur and ENIT have in parallel involved, through different adhesion procedure, the Regions, Autonomous Provinces and other territorial public bodies and Central Public Administrations, for the collaboration and cooperation to the Tourism Digital Hub;
- the MiTur, in the exercise of its institutional competencies, in no case plays the role of economic operator and operates exclusively for the purposes of public interest within its competence;
- art. 43 of Law no. 449 of December 27, 1997 expressly allows Public Administrations to enter into collaboration agreements geared to the public interest with the aim of innovating administrative organization and achieving greater economies, which may include activities related to collaboration with private parties through co-branding actions to profitably match tourist demand towards Italy with the relevant Italian offer and, in general, for the promotion of the opportunities offered by the TDH
- Article 119 of Legislative Decree No. 267 of August 18, 2000, where applicable, likewise allows municipalities, provinces and other local authorities to enter into sponsorship contracts and collaboration agreements, as well as conventions with public or private entities aimed at providing consultancy or additional services;
- the MiTur and ENIT intend, therefore, to promote forms of collaboration and cooperation through co-branding initiatives with all private entities interested in the same goals and objectives;
- the MiTur and ENIT intend to enter into collaboration agreements through co-branding initiatives with private entities, aimed at promoting the portal [italia.it](https://italia.it) and/or the TDH portal, free of charge and without charge to MiTur and ENIT, in order to ensure the visibility on an international scale of the same, and having the characteristics referred to in this Notice;
- this procedure does not determine conditions of favor, priority, exclusivity and competitive advantage for the benefit of any private entity, nor opportunities for revenue and/or commercial profit, being the adherence to the initiative totally free and open, in compliance

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with the requirements set out in the dedicated paragraph and aimed, as a priority, at the promotion of the Italian tourism system as a whole, without profit and/or for activities in any case of a commercial nature.

### ANNOUNCES THAT

The purpose of this Notice is to collect adhesions, from private entities and economic operators, for the stipulation of collaboration agreements aimed at the conception and execution of co-branding initiatives to promote the portal [italia.it](https://italia.it) and/or the TDH portal, as well as the excellences of Made in Italy, free of charge and without charge to MiTur and ENIT, in order to ensure their visibility on an international scale.

#### 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, on the one hand, interested in entering into collaboration agreements with MiTur and ENIT, on the other hand, aimed at conceiving and carrying out co-branding initiatives designed to promote the portal [italia.it](https://italia.it) and/or the TDH portal, as well as the excellences of Made in Italy, free of charge and without charges to MiTur and ENIT, in order to ensure the visibility on an international scale of the same.

The co-branding agreement will have a twofold function: to provide, on the one hand, content to be published on the italia.it and/or TDH portal through which to enhance a specific theme related to the promotion of tourism in Italy and Made in Italy, as well as, on the other hand, to promote the sharing of this contribution on the Adherent's own channels, under the conditions better explained below, guaranteeing the visibility of the italia.it and/or TDH portal.

Within the framework of the Agreement, the Parties will be entitled to jointly devise co-branding initiatives to be implemented through the portal [italia.it](https://italia.it) and/or all other channels pertaining to TDH, as well as through all physical and virtual channels proposed by the Adherent.

Joining the TDH ecosystem will therefore allow the mutual exchange of content and data which can also be enriched with browsing data collected during the user-experience on the italia.it portal and/or other channels chosen with the co-branding project. Subsequently, therefore, the acquisition by TDH and/or the italia.it portal of specific categories of aggregated digital data may be made available and/or searchable to the relevant Adherents through reporting systems made available by MiTur.

Adherence to this Notice will take place through the submission of a co-branding project proposal, as explained in more detail below, which will be screened and judged by a special Evaluation Committee appointed by the R.U.P. to assess the consistency of the proposals submitted with the content and purposes of this Notice, as well as with those expressly provided for in the technical annex and in coherence with the positioning of the TDH. In its proposal, the Adherent will have to give evidence of distinctive elements such as: the organizational model adopted (resources, professional skills, contact persons); the proposed content; the content promotion and communication strategy; the target audience, the digital and/or physical channels to be used, the formats and/or amplification initiatives (e.g., social posts, influencer marketing, video strategy, podcasts, live streaming...); the expected geographic coverage; the languages used to convey the content; and expected qualitative and quantitative results.

In any case, will be evaluated with preference project proposals of subjects in possession of environmental or accessibility certifications.

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The content object of the Co-branding Agreement in order to be published in the TDH and/or italia.it ecosystem - and consequently shared on the channels proposed by the Adherent - must be suitable to profitably match the tourist demand towards Italy with the relative Italian offer, relating the following elements: person (tourist), content (from which to infer the person's interest), destinations and offer including the enhancement of typical products of Italian excellence (made in Italy).

In no case will be published content with purposes different from those clarified above and/or with content even indirectly advertising and / or promotional logos, trademarks and / or distinctive signs and / or designations of a commercial nature. In any case, copyright will be guaranteed, giving evidence of logos, trademarks and/or distinctive signs and/or denominations of the partners who contributed to the drafting of each specific contribution.

The provision of editorial content will take place through the stipulation of a specific collaboration agreement aimed at defining and implementing a co-branding strategy, in the manner explained below.

## **Art. 2 - Eligible subjects and subjective requirements.**

All private entities and economic operators, in any legal form established and operating in any market sector, are eligible to participate, provided that they are demonstrably active in international markets, on their own and/or through their own investee companies and/or subsidiaries.

Individuals and private economic operators, interested in submitting an application for admission will have to certify, by self-certification of the legal representative pursuant to Presidential Decree No. 445/2000 with digital signature, that they are in good standing with regard to tax, fiscal, insurance and contribution obligations.

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

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

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

The aforementioned requirements must be possessed at the time of signing the application form and must also be possessed by the Adherent throughout the term of the contract and/or provision

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of the service. MiTur and ENIT reserve the right to verify the existence of the aforementioned requirements at any time. The ascertainment of the non-existence of even one of the aforementioned requirements may constitute cause for non-admission of the Adherent or, following the signing of the Collaboration Agreement, cause for its revocation.

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

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

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

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

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

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

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

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

The application must be properly accompanied:

- by 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;
- from the co-branding project proposal as described in Article 1 of this Notice.

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

Only one application may be sent for each interested party; in the event that it is necessary to correct the application already submitted, it is still possible to proceed with the forwarding of a new application via PEC, subject to cancellation of the previous one, to be communicated again by PEC.

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

Applications must be submitted exclusively in Italian or English.

In the first application, applications may be submitted no later than 11:59 p.m. on 21/01/2023.



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ENIT, subject to the approval of MiTur, reserves the right to extend the terms of this notice beyond 21/01/2023 or, in the event of changed operational conditions or due to the need to update the TDH itself, to declare the Notice closed, providing also for the issuance of a new notice on different terms, following the changes that may occur on the TDH and its Guidelines in the early stages of implementation. Provision is also made for ENIT, subject to the approval of MiTur, to issue subsequent editions of this Notice.

#### **Article 4 Admission procedure**

All applications submitted by private entities will be subject to evaluation and by the competent Commission that will be established by the RUP, subject to the appointment of the MiTur, at the structures of MiTur - ENIT in charge of defining the editorial and promotional strategies of the website [italia.it](http://italia.it) and/or 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 indicated in the application and to request at any time the supporting documents in accordance with Article 71 of Presidential Decree no. 445/2000. The right to verify checks and inspections regarding the truthfulness of the data indicated and the statements made in the application and to request supporting documents pursuant to Article 71 of Presidential Decree No. 445/2000, also taking into account Legislative Decree No. 82 of March 7, 1995 - Digital Administration Code, may be exercised, even on a sample basis, throughout the period of accession.

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

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

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 subject and/or economic operator will be invited by email/PEC to sign the relevant Co-branding Agreement that will be made available through the procedures that will be communicated after the preliminary investigation phase.

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

#### **Article 5 Outline of Collaboration Agreement aimed at establishing co-branding initiatives**

In order to initiate the collaboration, each subject and/or interested economic operator must sign a Co-branding Agreement according to the attached outline.

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

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

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

The Collaboration Agreement aimed at defining co-branding initiatives will have a duration of 18 months from the date of signing, without prejudice to the obligations of acceptance of the changes that MiTur - ENIT will make mandatory during the course of adhesion, as better specified in the outline of the Agreement referred to in Article 5 above.

Should the adherent not deem it necessary/possible to make the changes that MiTur - ENIT will make mandatory during adherence, it may opt to withdraw from the contract as better specified in the outline of the Agreement referred to in Article 5 above.

During the term of the Agreement, the Adherent has the right to transmit to MiTur - ENIT, and/or jointly devise with them, contributions and content that may also be published and/or may remain published after the date of termination or revocation of the Agreement and as long as deemed useful and/or appropriate at the sole discretion of MiTur - ENIT.

#### **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 in which these subjective requirements are in any case lost during the membership period, the MiTur - ENIT shall order the revocation of membership itself, and report the irregularities found to the competent Authorities for the assessment of any criminal, civil and administrative-accounting responsibilities. The revocation will be promptly communicated by email/PEC and will take effect immediately upon receipt of the notification.

In addition to the above cases, revocation of membership is regulated in the outline of the 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 Agreement, subsequent to the acceptance of the application for membership, according to the procedure outlined in Article 4 above.

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

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

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

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

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

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

e-mail: [support.tdh@enit.it](mailto:support.tdh@enit.it)

phone: 06/49711

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

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

ENIT reserves the right to supplement or amend this Notice as a result of supervening changes or modifications to the regulatory framework of reference, subject to the approval of MiTur. In this case, ENIT will publish the changes that have occurred and communicate how to supplement 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](mailto:support.tdh@enit.it) no later than 4:00 p.m. on 19/01/2023. 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 rendered by 21/01/2023, including by publication on the appropriate page referred to in paragraph 1 above. The clarifications as governed by this article form an integral and substantial part of this Notice.

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

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

Personal data will be processed exclusively for the purpose of carrying out the procedure under this Notice in accordance with the provisions contained in Article 22 of Regulation (EU) 2021/241. The provision of data is mandatory and refusal to provide the same will result in the inability to complete the submission of the application. The personal data in question will be processed, in accordance with the provisions of the law, with the use of security measures to ensure the confidentiality of the data subject to whom the data refer.

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

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

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

Against administrative measures:

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

In all other cases:

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

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

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

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

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

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## Annex A - Outline of Collaboration Agreement for co-branding activities aimed at promoting the visibility of the italia.it portal and the "TDH" (Tourism Digital Hub)

### Among

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

and

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

on the one hand,

### and

the private entity

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

on the other hand,

ENIT, 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 entered into the "Agreement between the Ministry of Tourism and ENIT - National Tourism Agency - Three-year period 2022/2024" having as its object, among other things, the redefinition and implementation - in full collaboration with the Regions and Autonomous Provinces, in the timeframe and manner defined by the MiTur itself, a new promotion strategy, strongly focused on digital and effectively contributing to the definition of the contents of the Tourism Digital Hub envisaged by the National Recovery and Resilience Plan (PNRR);
- The MiTur (in collaboration with Enit) published on 28/06/2022 a Public Notice for the conclusion of collaboration agreements for co-branding initiatives;

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- 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;
- the Applicant submitted an application on \_\_\_\_\_ 2022, registered under no. \_\_\_\_\_; receiving notice of admission on \_\_\_\_\_ 2022;
- this Collaboration Accession Agreement aimed at designing and carrying out co-branding initiatives to promote the portal italia.it and/or the TDH portal (hereinafter also only the "Agreement") establishes cooperation between ENIT and MiTur, on the one hand, and the Applicant, on the other hand, for two purposes: on the one hand, to provide content to be published on the portal italia.it and/or TDH through which to enhance a specific theme related to the promotion of tourism in Italy and of Made in Italy, as well as, on the other hand, to promote the sharing of such contribution on the Applicant's own channels, under the conditions better explained below, guaranteeing the visibility of the italia.it and/or TDH portal;
- the MiTur in no case plays the role of economic operator and operates exclusively for the purposes of public interest within its competence;
- ENIT, MiTur and the Applicant intend to promote similar forms of collaboration and cooperation with all parties interested in the same objectives and purposes;
- ENIT and MiTur have already signed - and may sign new ones in the future - with other Applicant entities, both public and private, similar cooperation agreements for co-branding activities;

*That is,*

- The Applicant intends to collaborate with MiTur/ENIT by devising and implementing co-branding actions, including with its own content, 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 TDH is a platform of contents and services to profitably match the tourism demand towards Italy with the related Italian offer (delivered by both national and international actors), connecting the interests of the person (tourist), the destinations and the offer before, during and after the tourism experience, creating added value for all the actors involved;
- No further approval steps are necessary, other than the signing of this Agreement.

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

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

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

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1. For the purposes of this Agreement, the following definitions shall apply:
  - a) Applicant/Partner: the entity that has applied to participate in the Notice, positively evaluated by MiTur/ENIT.
  - b) Editorial Guidelines: the MiTur/ENIT guidelines for the definition of editorial content falling under co-branding actions.
  - c) TDH: The Tourism Digital Hub is a platform of content and services to profitably bring together the tourism demand to Italy with the related Italian offer (delivered by both national and international actors), linking the interests of the person (tourist), the destinations and the offer before, during and after the tourism experience, creating added value for all actors involved.
  - d) Italia.it: website created by the Ministry of Tourism, to promote the entire tourism ecosystem of Italy in order to enhance, integrate and promote its offer and which will be enriched with new content produced by the TDH ecosystem.
  - e) Co-branding project proposal: the proposal submitted by the Applicant at the same time as the expression of interest aimed at signing the co-branding agreement.

## Article 2 - Aims and Objectives.

1. This agreement regulates the rights of the Parties in relation to the implementation of a co-branding plan, including the provision, also on a non-exclusive basis, of editorial and/or editorial content by the Partner for the website [italia.it](http://italia.it) and/or the TDH, free of charge and without charge to MiTur and ENIT. The editorial and/or editorial content to be provided to MiTur and ENIT for publication in the TDH ecosystem must have content suitable to profitably match tourist demand towards Italy with the relevant Italian offer, relating the following elements: person (tourist), content (from which to infer the person's interest), destinations and offer. In no case will be published content with purposes different from those clarified above and/or with content even indirectly advertising and / or promotional logos, trademarks and / or distinctive signs and / or designations of commercial type. In particular, editorial and/or editorial content in order to be published on the TDH must comply with the technical specifications provided in the <Co-branding Guidelines> published by the Media House.

2. Joining the TDH ecosystem will therefore allow the mutual exchange of content and data which can also be enriched with browsing data collected during the user-experience on the [italia.it](http://italia.it) portal and/or other channels chosen with the co-branding project. Subsequently, therefore, the acquisition by TDH and/or the [italia.it](http://italia.it) portal of specific categories of aggregated digital data may be made available and/or searchable to the relevant Adherents through reporting systems made available by MiTur.

## Article 3 - Economic charges

1. Participation in the TDH under this Agreement is on a voluntary basis and does not generate any direct remuneration for the Parties involved. There are no economic charges to be borne by the Parties nor are there any fees and/or reimbursement of expenses for the benefit of one of the

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Parties and to be borne by the other, due to the purpose of cooperation between the Parties themselves which is the subject of this Agreement.

2. Each Party, therefore, shall bear its own costs, direct and indirect, none excluded, for publication in the TDH and/or all other channels made available by the Parties.

#### **Article 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/her for the executive activities of this Agreement and reporting internally, as well as constantly monitoring the progress of the agreed activities.

The MiTur/ENIT Contact Person is:

Mr/Ms/Mrs [...],

e-mail [...].

The Partner's Contact Person is:

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

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

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

1. ENIT and MiTur have the obligation to operate in full compliance with the provisions of the AgID Guidelines and this Agreement.

2. On ENIT and MiTur shall bear the following obligations, being in their responsibility:

(a) To participate, either on their own or through ad hoc entities appointed to carry out these activities, in the co-creation sessions of the co-branding plan and its contents based on the project proposal submitted by the Applicant;

b) Implement the actions shared in the co-branding plan regarding the use of the TDH and other tools made available by MiTur/ENIT;

c) Guarantee the recognition of copyright and authorship of the work for the editorial and/or publishing content published on the TDH and other channels pertaining to the co-branding plan, giving evidence, on an equal basis with its own, of logos, trademarks and/or distinctive signs and/or names of the partners that have contributed to the drafting of each specific contribution;



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d) Allow the Applicant to use the editorial and/or editorial content submitted also in other media and/or for other purposes, being expressly excluded the exclusive features of the transfer of use of such content in favor of MiTur - the ENIT.

e) Commit to comply with all the activities agreed upon and detailed within the final co-branding project.

f) Ensure the acquisition by TDH and/or the italia.it portal of specific categories of aggregated digital data that may be made available and/or searchable to the relevant Adherents through reporting systems made available by MiTur.

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

1. The Applicant shall bear the obligation to operate in full compliance with the provisions of the AgID Guidelines, Co-branding Guidelines and this Agreement.

2. The Applicant is responsible for the following obligations, being in their responsibility:

a) To participate, either on their own or through ad hoc persons appointed to carry out such activities, in the co-creation sessions of the co-branding plan and its contents on the basis of the submitted project proposal;

b) Implement the actions shared in the co-branding plan with regard to the use of the tools and/or channels made available by the Applicant;

c) Guarantee the recognition of the copyright and authorship of the work for the editorial and/or publishing content published on its own channels pertaining to the co-branding plan, giving evidence, on an equal footing with its own, of logos, trademarks and/or distinctive signs and/or designations of MiTur and ENIT that have contributed to the drafting of each specific contribution;

d) Allow MiTur/ENIT to use the editorial and/or editorial content submitted also in other media and/or for other purposes;

e) Give the editorial contributions and/or of other nature, connected to the co-branding plan and/or jointly conceived, in full right of use, without territorial and/or duration limits and free of charge, declaring that it is the full and exclusive owner of the rights of exploitation, including commercial exploitation by the copyright holders on the contents themselves and that it is, therefore, fully entitled to assign them for use to MiTur – ENIT;

f) Commit to comply with all activities agreed upon and detailed within the final co-branding project.

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

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

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

1. The Parties are not responsible for the non-publication and/or unavailability of content pertaining to the co-branding plan due to a malfunction or inefficiency of the tools and/or communication channels made available by the Parties themselves.
2. Under no circumstances shall the Parties be liable for any liability arising from undue and unauthorized use by MiTur/ENIT and/or Partner and/or Third Parties of the editorial and/or editorial content.
3. The Applicant assumes total and exclusive responsibility for the quality, nature and quantity of data, and/or editorial contents provided by the Applicant and possibly published by MiTur from any loss or damage arising to the same and/or other Applicants or Third Parties.
4. The Member expressly indemnifies MiTur from any liability for any inaccuracies and/or discrepancies of data and information related to the contents provided, ensure in any event that it is authorised to disseminate such data and information through the TDH.
5. The MiTur/ENIT, 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 maintenance 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.

#### **Article 8 - Intellectual Property**

1. The Partner guarantees that it has full ownership of all intellectual and industrial property rights as well as commercial exploitation rights in relation to the editorial and/or editorial content pertaining to the co-branding plan.
2. The Partner guarantees to ENIT and MiTur the possibility to make use of data even where protected by intellectual property, without any economic charge.
3. The Partner undertakes to hold ENIT and MiTur harmless from any damage or dispute that may come to them from other Partners or third parties for the violation of any right of copyright and/or industrial or intellectual property, as well as commercial exploitation in the ownership of third parties.
4. In the event of any dispute raised with reference to copyright, industrial or intellectual property rights, as well as commercial exploitation, the Partner is required to inform ENIT and MiTur as soon as possible, who reserve the right to remove the disputed content and/or suspend the Partner and what is shared or published on the website italia.it and/or on the TDH portal and/or on the other channels.

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

1. The Parties, as data controllers, are obliged to operate in full compliance with the provisions set forth in the GDPR and Legislative Decree No. 196 of June 30, 2003, as amended and supplemented (hereinafter Privacy Code) - the latter in the following also "personal data protection legislation".
2. The Parties undertake to comply with the current regulatory provisions on the protection of personal data, with particular regard to the adoption of appropriate security measures, and to ensure compliance with them by their employees and collaborators who, appropriately trained, will be authorized to process personal data.
3. The purposes and methods of personal data processing shall comply with the principles of necessity and legality, as well as the other principles and rules contained in the EU Regulation 2016/679. In addition, the processing of personal data will be carried out by the Parties in such a way as to ensure the necessary security and confidentiality and may be implemented by means of manual, paper, computer and telematic tools suitable for processing the data in compliance with current legislation on the protection of personal data. Personal data acquired under this contract through the TDH portal and/or the other channels pertaining to the Co-branding Plan, will be retained for the duration of the Applicant's participation, as well as for the additional time of 24 months, necessary for the fulfillment of the purposes of the TDH.
4. By signing this Agreement, the pro-tempore legal representatives of the Parties expressly consent to the processing of their personal data.
5. The Parties mutually acknowledge that they have read their respective privacy notices.

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

1. This Agreement shall be valid and effective as of the date it is signed by the Applicant registered through TDH, and shall have a duration of 18 months, with no possibility of tacit renewal. After this term has expired, the Parties shall re-sign the then-current version of the Agreement.
2. The Parties reserve the right to terminate this Agreement by communicating such intention to the other Party, via e-mail/PEC, with a minimum notice of 30 (thirty) days.
3. 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 of the Agreement. After a further 30 days, the contract between the Parties shall be deemed terminated.

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

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

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

1. Unless otherwise specified, any communication between the Parties pertaining to this Agreement shall be made, via PEC/e-mail, to each of the Parties.

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

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

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

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

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

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

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