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



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02/17/2023

| VERSIONS TABLE | | | |
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| 09/16/2022 | 1.0 | First drafting of the document | All |
| 02/17/2023 | 2.0 | Second edition of the document | All |

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Public notice for participation in the "Tourism Digital Hub" project by subjects operating in the field of tourist services for accommodation facilities

The Ministry of Tourism, with headquarters in Via di Villa Ada, 55, 00199, Rome, T.I.N 96480590585, in person by Dr. Francesco Paolo Schiavo as legal General Director of the "Direzione Generale della Valorizzazione e Promozione Turistica", in his capacity as pro tempore legal representative and/or subject with the necessary powers to sign this Deed (hereinafter also referred to as "MiTur")

WHEREAS

- art. 54-bis, paragraph 1, of Decree-Law no. 22 of March 1, 2021, establishes the Ministry of Tourism, to which are attributed the functions and tasks incumbent on the State in the field of tourism, except those attributed, by the same decree, to other ministries or agencies, and subject in any case to the functions conferred by current legislation to the regions and local authorities;
- with the Decree of the President of the Council of Ministers of May 20, 2021, No. 102 is adopted the Organizational Regulations of the Ministry of Tourism;
- 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;
- on January 4, 2023, it was published in Gazzetta Ufficiale the 16 December 2022 Law, n. 204 "Conversion into law, with amendments, of the decree-law of 11 November 2022, n. 173, containing urgent provisions regarding the reorganization of the attributions of the Ministries", whose art. 10-bis introduces a new paragraph 1-bis in article 54-ter of Legislative Decree no. 300/1999, which establishes that the Ministry of Tourism holds the ownership of the "Italia.it" portal, of the rights connected to the domain itself and of the relative technological platform, in order to coordinate and strategically direct the structuring of the portal itself and the activities, in order to promote national tourism policies carried out through it;
- the MiTur is responsible for the italia.it portal, of which promotion ENIT takes care of;
- 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);
- the 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

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below;

- the MiTur has initiated the public consultation process of the "Guidelines on Technical Interoperability and API Management" (hereinafter also just "TDH022 Guidelines");
- at the same time, the MiTur has involved, through a different adherence procedure, the Regions, the Autonomous Provinces and other territorial public entities, and the Central Public Administrations, for a collaboration and cooperation with the Tourism Digital Hub;
- *Corte dei Conti* has registered the Decree n. 52/23 for the adoption of the TDH022 Guidelines of the Ministry of Tourism, the standards and technologies for interfacing and integrating with Italia.it;
- The MiTur, in the exercise of its institutional competences, does not in any case play the role of economic operator and/or intermediary and operates exclusively for the purposes of public interest within its competence;
- The MiTur therefore intends to promote forms of collaboration and cooperation with all entities - both public and private - interested in the same goals and purposes;
- this procedure does not determine favorable conditions, priority, exclusivity and competitive advantage for the benefit of any public and/or private entity, as membership in the initiative is totally free and open, in compliance with the requirements set out in the dedicated and finalized paragraph, primarily, the promotion of the Italian tourism system as a whole;
- The processing of data collected under the procedure of this Notice is carried out in accordance with the discipline of Regulation (EU) 2016/679 (G.D.P.R.) and as amended.

TAKES NOTICE THAT

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

ART. 1 - Definitions

1. For purposes of this Agreement, the following definitions apply:
 - a) Adherent: the subject who has joined the interoperability infrastructure with TDH through the accreditation process.
 - b) Adherents: the set of all subjects, both public and private, who have joined and/or will join in the future the TDH Interoperability Infrastructure through the accreditation process and the signing of a membership and interoperability agreement with TDH.
 - c) API: a set of procedures, features, operations available to the programmer and usually grouped to form a set of specific tools for carrying out a certain task.
 - d) APP: digital applications created using the APIs published on the TDH and/or italia.it portal.
 - e) Attribute/s: the characteristics possessed by the Adherents. Based on the provisions of the AgID Guidelines, the Attributes can be Certified, Declared and Verified.
 - f) API Catalogue: single and centralized component that ensures Adherents are aware of the available APIs and the methods of use for them, and on which the Interoperability Agreements are also registered, as well as, which provides the necessary advertising in relation to the type of data

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- exchanged and the nature by the Adherents involved.
- g) Channel manager: technological platform that enables the simultaneous sale of rooms in an accommodation facility on all channels (B2C and/or B2B) with which the facility is connected.
 - h) DPIA: Data Protection Impact Assessment.
 - i) Dump: is an element of a database containing a summary of the structure of the tables of the database itself and/or the related data.
 - j) List of Adherents: the list of all the subjects with which an agreement is in progress for adhesion and interoperability with TDH, updated in near real-time by the MiTur, which can be viewed online in the dedicated public area of the ecosystem TDH extension.
 - k) End Users: final recipients of the APPs or APIs or of the italia.it/TDH site.
 - l) Provider: the MiTur in its capacity as developer which makes an E-service available via API on the TDH interoperability infrastructure to allow it to be used and the consequent interoperability of the data by the Adherents.
 - m) E-service: each digital service provided within the Tourism Digital Hub (also "TDH") implemented and made available by the Ministry through the implementation of the necessary APIs compliant with what is indicated in the AgID Guidelines to ensure access to data and/or the integration of their processes to the Adherents, governed by this Agreement.
 - n) User: the Participant in his qualification as a subject who, through the signing of this Agreement, accesses and uses the E-service through the API made available by the Provider on the TDH and/or italia.it portal.
 - o) TDH infrastructure: the technological infrastructure that makes possible the interoperability of the information systems and databases of the subjects referred to in article 2, paragraph 2, of the CAD, through the accreditation, identification and management of the levels of authorization of the subjects authorized to operate on the same, as well as the collection and storage of information relating to accesses and transactions carried out through it pursuant to art. 50-ter, paragraph 2, of the CAD.
 - p) Italia.it: a website created by the Ministry of Tourism, to promote the entire tourism ecosystem of Italy in order to enhance, integrate and favor its offer and which will be enriched with new contents produced by the TDH ecosystem.
 - q) AgID Guidelines: the AgID guidelines on the technological infrastructure for the interoperability of information systems and databases pursuant to art. 50-ter, paragraph 2, of the CAD.
 - r) Interoperability Guidelines (TDH022): the guidelines on technical interoperability and the management of the APIs issued by the MiTur which stands as a reference basis for the Interoperability that the Ministry of Tourism intends to adopt with Institutional and Private Operators, for the exchange of information, data and services with the TDH.
 - s) Service Level Agreement (SLA): the service level agreement agreed between the MiTur and the Adherents as Providers of an API during the delivery of an E-service - consistent with the SLAs declared by the Adherents and related to the TDH operation composed of measurable metrics.
 - t) TDH: the Tourism Digital Hub is a platform of contents and services to profitably match the tourist

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demand towards Italy with the relative Italian offer (provided by both national and international players), by linking the interests of the person (tourist), the destinations and the offer before, during and after the tourist experience, creating added value for all the actors involved.

- u) TDH022: standardized communication protocol that allows interoperability between the Digital Tourism Ecosystem (Tourism Digital Hub - TDH) and its Adherents.
- v) User/s: any natural person who accesses the TDH interoperability Infrastructure and is authorized by the Adherents to act on its behalf on the infrastructure itself. Based on the provisions of the AgID Guidelines, Users can be API Operators, Security Operators, Administrative Operators, whose references must be communicated to the MiTur via an electronic accreditation procedure on the platform.
- w) Wholesaler: wholesalers who, thanks to special commercial contracts stipulated with the accommodation facilities, as well as confidential rates and conditions of sale, purchase rooms at prices defined directly by the hotels. Through these contractual concessions, Wholesalers can enter into agreements with other intermediaries (e.g. Tour Operators, Aggregators) who, in turn, offer the structure to the final customer.

Art. 2 – Purpose of the notice

This notice is aimed at gathering adhesions, on an equal basis, from private entities and economic operators operating in the sector of tourist services, for accommodation facilities, as defined below, interested in participating in the Tourism Digital Hub initiative (hereinafter also referred to as "TDH"), as Partners (hereinafter also " Adherent ") who, by sharing content and data with the MiTur through specific APIs, will feed the italia.it portal, and the soon to be released mobile APP, with contents related to their offer. Furthermore, joining the ecosystem guarantees advantages for the accommodation facilities registered on the italia.it portal and whose offer is conveyed through the services made available by the Adherents and through the containment of any fee due to the Adherent, the ceiling of which will be defined through a specific addendum.

The TDH is a platform of contents and services aimed at bringing profitably together the tourist demand towards Italy with the relative Italian offer, by relating the following elements: person (tourist), contents (from which to infer the person's interest), destinations and offers (hotel, gastronomy, etc.).

The visibility of the contents on the portal does not respond to criteria of exclusivity or priority in favor of any Partner. The way the content is published, and the visibility granted to it is guaranteed equally to all Members.

The TDH interoperability application platform is owned by the 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, in turn with a technological infrastructure that allows them to exchange/receive information and content, using an encrypted, authenticated, and authorized method in the manner and according to the TDH022 Guidelines.

Therefore, to implement interoperability with the TDH, the Participant is required to adopt an interoperable platform that allows the management of the APIs (invoke/display) and gives the possibility to consult and monitor them, guaranteeing their operational management as indicated in

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paragraphs 4.1 and 4.2 of the Interoperability Guidelines TDH022.

Partners will have to provide MiTur with the dump containing the detailed master data of all the integrated hotel and other structures, based on the indications contained in the Technical Annex to this Notice. Partners will also need to provide MiTur with detailed information about individual facilities such as: business name, e-mail, VAT number, T.I.N. If these facilities are Italian, information regarding certified e-mail, Region, Province, City and ZIP code will also be required.

Partners will have to adopt the taxonomies and ontologies shared by MiTur, to allow for a homogeneous mapping of the classifications used at the front end to display services, build search filters, and conduct further activities.

For interconnection with the TDH, Partners must expose, as a priority, APIs covering the following functionalities:

1. DB ingestion (including through alternative modes e.g., SFTP area, etc.).
2. Update/Delete/Modify
3. Search for availability based on parameters (by way of example only: location, price range, dates, guest/room number, services offered, etc.)
4. Return best available rate based on defined parameters
5. Return of detail of available offers (rooms, price for each available service bundle) for the individual hotel selected
6. Booking (also via widget or whitelabel)
7. Payment according to the security standards described in detail below
8. Real time/near real time sharing of reservation data and its outcome:
 - a) Reservation ID (includes Hotel ID)
 - b) user data (first name, last name, contact details)
 - c) reservation URL
 - d) Reservation data (date, guest number, room number, etc.)
 - e) Price
 - f) Reservation outcome (OK/KO/modify)

Specifically, the APIs must comply with the technical specifications in the Technical Annex, attached to this Notice.

The booking and payment process will be finalized through the tools made available by the Adherent (widgets/whitelabels) integrated on the TDH, and any aspect related to the subsequent management of the booking (including, but not limited to, any modification, cancellation, or complaint of the same), will take place on the Adherent's portal, relying on services, solutions, tools and functionalities already in the availability of the same.

In this sense, the MiTur will under no circumstances play the role of seller and/or intermediary and in no way be responsible for the economic transaction that has taken place. Under no circumstances will

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the MiTur process and/or store on its own media the data of credit cards or other means of payment used in the purchase of the service.

Membership to the TDH ecosystem will therefore allow the mutual exchange of content and data provided by means of APIs by the Adherents and possibly enriched with navigation data collected during the user-experience on the italia.it portal, in the cases and in the manner allowed by EU Reg. 679/2016 (GDPR). Thereafter, therefore, the acquisition by TDH022 and/or the italia.it portal of specific categories of aggregated digital data may be made available and/or searchable to the relevant Adherents through reporting systems made available by MiTur. The interoperability of return data is therefore also an opportunity for each of the Adherents to increase their information set and optimize their personalized tourism offerings.

Art. 3 – Admitted subjects and subjective requirements

All individuals and private economic operators, in any legal form, who carry out the activity of:

- I. Channel Manager;
- II. Structures and/or hotel chains;
- III. Entities that through their own legal entity can integrate and expose offers from the Channel Managers.

In consideration of the national (offer) and international (demand) dimension that the TDH ecosystem will manage and in consideration of the visibility on an international scale assumed, all Adherent subjects must meet the following requirements:

1. they will have to prove that they have at least one operating office in Italy or within the territory of the European Union;
2. must integrate, through appropriate technologies, the following categories of subjects:
 - a) Hotels (mandatory only for, Channel Managers and entities that through their own legal entity can integrate and expose offers from Channel Managers);
 - b) Channel Manager (mandatory only for entities that through their own legal entity can integrate and expose offers from Channel Managers);
 - c) Non-hotel facilities (optional);
 - d) Wholesalers (optional);
3. they will need to be able to handle payments in euros;
4. must guarantee the double payment method:
 - a) by credit card advance guaranteed by the main payment gateways (compliant with the PCI DSS and PSD2 standards) and/or other digital payment method (digital wallets), in this case acting as a merchant;
 - b) payment in the structure: in this case it is required that, where the credit card is requested as guarantee, the PCI DSS security standard is respected; this standard does not apply where the payment, directly in the structure, must not be guaranteed by credit card;
5. they will have to guarantee after-sales assistance to support the user in the event of changes/cancellations or other types of requests relating to the booking and/or economic transaction;
6. they will have to collect and transmit information relating to the accommodation facilities, in particular for each:
 - a) personal data (Business name, e-mail, certified e-mail, VAT number, T.I.N, Region,

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Province, City and ZIP code);

- b) hotel content, photos, service listings, and descriptions;
- c) categories, rooms and rates;
- d) menus, bed configuration and cancellation policies;
- e) availability and pricing options.

In particular:

7. The Channel manager:

- a) will have to provide services in favor of hotels located throughout the country, that can be booked online;
- b) must ensure that any accommodation facility interested in affiliation has equal access to own platform in order to enable its registration e allow the loading (in compliance with the data model referred to in the Technical Annex) of the information necessary for updating the database.

Any form of subjective discrimination not based on elements is excluded objective and justifiable, the Channel manager however, he will have the right to deny affiliation if the candidacy of the structure does not satisfy him on the road objective the pre-established minimum standards required by the partner itself for the enabling of the partner structures.

8. The entities that through their own legal entity can integrate and expose offers from Channel Managers: will have to integrate at least 15 Channel managers;

- b) will have to provide services in favor of hotels that can be booked online, located throughout the country;
- c) will have to ensure compliance with contractual stipulations regarding the distribution channels of the accommodation facilities' offerings. Under no circumstances will the MiTur be responsible for any violations and/or conducting audits;
- d) must ensure that any accommodation facility interested in affiliation has equal access to the reference platform of the proposing Operator, in order to enable registration and allow uploading (in compliance with the data model referred to in the Technical Annex) of the information necessary for updating the database.

Excluding any form of subjective discrimination not based on objective and justifiable elements, the entities, that through their own legal entity can integrate and expose offers from Channel Managers will nevertheless have the right to deny affiliation where the application of the structure does not objectively meet the pre-established minimum standards required by the partner the same for the enabling of the partner structures.

Possession of all the aforementioned requisites must be proven primarily through technical/specific documentation or certified with self-certification of the legal representative pursuant to Presidential Decree n. 445/2000 and with digital subscription.

Individuals and private economic operators interested in applying for admission must also attest, with self-certification from the legal representative pursuant to Presidential Decree no. 445/2000 and with digital subscription, to be following the obligations in tax, insurance, and social security matters.

Participation in the procedure covered by this notice is not permitted for the following subjects:

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- a) who find themselves in situations involving the incapacity to contract with the Public Administration;
- b) who are in a situation, even potential, of incompatibility regarding the execution of the activity in question pursuant to art. 53 of Legislative Decree No. 165/2001;
- c) for which there are causes of prohibition, forfeiture or suspension pursuant to art. 67 of Legislative Decree No. 159/2011;
- d) who have been convicted with a final sentence or have been the recipients of a penal decree which has become irrevocable or a sentence applying the penalty upon request, pursuant to article 444 of the criminal code, of one of the crimes indicated in the 1st paragraph of the art. 80 of Legislative Decree no. 50/2016, 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 administrators with powers of representation of the Adherent.

The absence of causes of inadmissibility/incompatibility deriving from the previous points must be proven with self-certification from the legal representative pursuant to Presidential Decree n. 445/2000 and with digital subscription.

Persons not established in Italy can prove possession of the aforementioned requirements by producing equivalent documents, where required, issued by the competent judicial and/or administrative authorities of the country of origin, or, where not required, produce a declaration proving the possession of the aforementioned requirements and/or certifying the impossibility of producing such documents.

The aforementioned requirements must be possessed at the time of signing the membership application and must be possessed by the Participant also during the entire period of validity of the contract and/or provision of the service. The Ministry of Tourism reserves the right to verify the existence of the aforementioned requirements at any time. The verification of the non-existence of even just one of the aforementioned requirements may constitute grounds for non-admission of the Adherent or, following the signing of the Adhesion Agreement, cause for its revocation.

Furthermore, the Adherent must ensure the principle of "Do Not Significant Harm" based on what is specified in the Taxonomy for Sustainable Finance (EU Regulation 2020/852).

Art 4 – Contents, Methods, and Terms for submitting the application

Interested parties must submit their application for membership, generated in PDF format, with the digital signature of the legal representative or other person with signatory powers, to the following certified e-mail address dir.promozione@pec.ministeroturismo.gov.it. Subjects not established in Italy and not equipped with a certified e-mail address can submit their application for membership, generated in PDF format, with the digital signature of the legal representative or other subject with signatory powers, to the following email address: supportTDH@ministeroturismo.gov.it.

If the signature is affixed by a person other than the legal representative appearing in the Company Register (or similar Register of the foreign country of residence), it will be necessary to attach a specific power of attorney.

Within its membership application, the partner must also indicate the names of the legal representative and the technical/operational contact person.

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The following personal data must be reported for each of the subjects indicated: name; surname; T.I.N; e-mail.

Each of the Parties may replace its Contact Person at any time by giving it written notice to the other Party.

The application must be suitably accompanied by the self-declaration relating to the possession of the subjective requirements pursuant to art. 2 of this Notice, pursuant to articles 46 and 47 of Presidential Decree no. 445/2000.

In the absence of this self-declaration, the application cannot be accepted.

Only one application can be sent for each interested party; if it is necessary to correct the already submitted application, it is still possible to proceed with the submission of a new application via certified e-mail, after the cancellation of the previous one, which must always be communicated via certified e-mail. Subjects not established in Italy and not equipped with a certified e-mail address can send it to the following email address: supportTDH@ministeroturismo.gov.it.

The MiTur reserves the right to request further documentation to supplement what has already been submitted.

Applications must be presented exclusively in Italian or in English.

In the first application phase - therefore subject to subsequent windows, should this be so arranged - the applications must be presented no later than 11.59 pm on 03/17/2023.

Art. 5 – Admission procedure

All membership applications presented will be subject to verification by the competent MiTur structures responsible for administrative controls and the definition of strategies and/or the technical/functional implementation of the TDH ecosystem.

The latter may request clarifications and/or documentary additions, also proceeding to verify the truthfulness of the data indicated and the declarations made in the application and to request the supporting documents at any time pursuant to article 71 of Presidential Decree n. 445/2000. The right to check, check and inspect the truthfulness of the data indicated and the declarations 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 7 March 1995 n. 82 – Digital Administration Code, may be exercised, even on a sample basis, throughout the membership period.

The acceptance or refusal of the application for membership will be followed by a notification by mail/ certified e-mail to the interested parties and/or economic operators who have submitted the application within the deadline.

The refusal will be communicated, with adequate motivation, by mail/ certified e-mail to the interested parties. The latter, within ten days of receipt of the communication, have the right to submit their observations in writing, possibly accompanied by documents, by certified e-mail. Subjects not established in Italy and not equipped with a certified e-mail address can submit them to the following email address: supportTDH@ministeroturismo.gov.it.

In the event of denial of the application, the subject and/or economic operator concerned may present a new application once the causes of the denial have been remedied, if possible and if the deadlines for presentation are still open.

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Following the acceptance of the application for membership, the individual and/or economic operator concerned will be invited by email/ certified e-mail to sign the relevant Membership Agreement, which will be made available through the methods that will be communicated after the preliminary investigation phase.

The effective implementation of the E-services and their publication on the TDH ecosystem will also be the subject of a joint test phase which, if unsuccessful, must not involve any kind of charges for the MiTur.

To guarantee full and effective equal treatment and the exclusion of favorable conditions, priority, exclusivity, and competitive advantage for the benefit of any of the adhering subjects and/or economic operators, the operations of verifying the requests and eventual admission will be carried out of the same according to the following methods.

All applications received by 03/17/2023 will be examined and possibly declared admissible by 04/17/2023, estimated date for the closure of the investigation; the publication on the TDH, at the same time for all the subjects admitted, will take place within the ninetieth day following the closure of the preliminary investigation, provided that the Membership Agreement is signed by that date and the integration tests with the TDH E-services, except for delays due to technical reasons beyond the control of the parties. Applications deemed incomplete and/or unsuitable will be excluded, with communication sent to the subjects and/or economic operators concerned.

The MiTur reserves the right to extend the terms of this notice beyond 03/17/2023 or, in the event of changed operating conditions or for needs to update the TDH itself, to declare the Notice closed on one of the aforementioned dates, issuing a new notice under different conditions, following the changes that may occur on TDH and the related Guidelines in the early stages of implementation. The possibility is also envisaged for the MiTur to publish subsequent editions of this Notice (conforming or even modified, where necessary).

Art. 6 – Outline of Membership Agreement

In order to be able to interoperate with the TDH, each subject and/or economic operator concerned must sign a Membership Agreement according to the format set out in Annex A.

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

The compilation and signing of the Membership Agreement by the subjects and/or economic operators concerned will take place exclusively through the procedure that will be communicated, once the application itself has been declared admissible, in accordance to article 4.

Art. 7 – Duration of membership

Membership of the TDH will have a duration of 36 months from the date of signing of the Membership Agreement, notwithstanding the obligations of acceptance of the changes that the MiTur may make mandatory during membership, as better specified in the Membership Agreement outline referred to in previous article 5.

If it does not deem it necessary/able to make the changes that the MiTur will make mandatory during the membership, the Adherent will have the right to withdraw from the Agreement itself, as better specified in the outline of the Membership Agreement referred to in article 5 above.

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Art. 8 – Revocation of membership

In the event that the documentation certifying the possession of the requisites required for membership contains untruthful elements, or in cases where these subjective requirements are in any case lost during the membership period, the MiTur orders the revocation of the membership itself, and denounces the irregularities found (if the conditions are met) to the competent Authorities for the assessment of any criminal, civil and administrative-accounting liability. The revocation will be promptly communicated by mail/ certified e-mail and will have immediate effect upon receipt of the notification.

In addition to the cases mentioned above, the withdrawal of membership is regulated in the outline of the Membership Agreement referred to in article 5 above and may therefore intervene at any time under the conditions and in the manner specified therein.

Art. 9 – 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 the previous article 5. It should be noted that these obligations start from the signing of the Accession Agreement, following the acceptance of the application for accession, according to the procedure outlined in the previous art. 4.

Art. 10 – Checks and verifications

At any time, the MiTur may carry out checks and inspections, even on a random basis, on the fulfillment of the obligations by the Participant without notice. Furthermore, the MiTur will be able to make use of advanced technological tools (e.g., social media monitoring) to identify any situations that jeopardize the reputation of the Ministry itself or of the TDH project. In such situations, the MiTur reserves the right to withdraw from the agreement in the forms governed by the Scheme pursuant to art. 5 and to activate any consequent initiative for compensation for any damages suffered, even if only to the image.

Art. 11 – Responsible for the Notice

The sole person in charge of the procedure is Dr. Benedetta Rizzo, which can be contacted for information relating to this Notice at the following addresses:

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

phone: 06/4971 564

Art. 12 – Information and contacts

1. This Notice and all the documentation relating to it can be found on a specific dedicated page on the websites: <https://www.ministeroturismo.gov.it/tourism-digital-hub/>. The publication has the value of notification towards the interested parties.
2. The MiTur reserves the right to supplement or modify this Notice due to changes or amendments to the TDH22 Guidelines or to the reference regulatory framework. In this case, the MiTur will publish the changes that have occurred and communicate the methods for integrating the requests where necessary with the same methods adopted for this Notice.
3. Any request for clarification can be sent to the following e-mail address: supportTDH@ministeroturismo.gov.it no later than 11.59 pm of the 03/03/2023. Requests for clarifications received orally, by telephone and/or in other ways and, in any case, after the deadline indicated below will not be taken into consideration. Furthermore, requests for generic,

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irrelevant, or characterized by absolute uncertainty as to their origin will not be taken into consideration.

4. Clarifications will be made within the day 03/08/2023, also through publication on the specific page referred to in the previous paragraph 1. The clarifications as governed by this article form an integral and substantial part of this Notice.

Article 13 – Protection of privacy

The processing of the data collected as part of the procedure referred to in this Notice is carried out in compliance with the current legislation and in accordance with the provisions of the Regulation (EU) 2016/679 (GDPR) and subsequent amendments.

Personal data will be processed exclusively for the purposes of carrying out the procedure referred to in this Notice according to the provisions contained in art. 22 of Regulation (EU) 2021/241.

The provision of data is mandatory and the refusal to supply the same will make it impossible to complete the presentation of the application.

The personal data in question will be processed, in compliance with the provisions of the law, with the use of security measures designed to guarantee the confidentiality of the interested party to whom the data refer.

The Data Controller is the Ministry of Tourism, in person the Minister pro tempore.

Art. 14 – Jurisdiction and appeals

Interested parties and/or economic operators may appeal to the competent TAR within 60 days of receiving via certified e-mail the notice of rejection of membership

Art. 15 – Final provisions

This Notice does not introduce procedures or refer to transactions attributable or in any way similar to the negotiating procedures governed by Legislative Decree no. 50/2016.

The MiTur_____

(Digitally signed in accordance with the eIDAS regulation, SPID or with Qualified Electronic Signature)

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Annex A - Model of Membership and Interoperability Agreement with TDH for private individuals operating in the sector of tourist services for accommodation facilities

Scheme of Membership Agreement and Interoperability between

The Ministry of Tourism, with headquarters in Via di Villa Ada, 55, 00199, Rome, T.I.N 96480590585, in person by Dr. Francesco Paolo Schiavo as legal General Director of the "Direzione Generale della Valorizzazione e Promozione Turistica", in his capacity as pro tempore legal representative and/or subject with the necessary powers to sign this Deed (hereinafter also referred to as "MiTur")

And

the private company operating in the tourist services sector for accommodation facilities

_____ based in _____ (State), a _____
_____ (City/Province), Street/Square _____ no. _____ -
POSTAL CODE _____ T.I.N/VAT number _____ digital domicile address (e.g.,
certified e-mail) _____ in person of _____ with the role of
_____, in its capacity as pro tempore legal representative and/or subject
with the necessary powers to sign this agreement, (hereinafter also referred to as "Adherent"),

on the other side,

The MiTur and the Adherent hereinafter individually "Party" and jointly "Parties"

WHEREAS

- The Ministry of Tourism is the owner of the website italia.it which promotion, ENIT takes care of;
- 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 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 has published, on 02/17/2023, a public notice for participation in the Tourism Digital Hub project by entities operating in the sector of tourist services for accommodation facilities;
- on January 4, 2023, it was published in Gazzetta Ufficiale the 16 December 2022 Law, n. 204 "Conversion into law, with amendments, of the decree-law of 11 November 2022, n. 173, containing urgent provisions regarding the reorganization of the attributions of the Ministries", whose art. 10-bis introduces a new paragraph 1-bis in article 54-ter of Legislative Decree no. 300/1999, which establishes that the Ministry of Tourism holds the ownership of the "Italia.it"

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portal, of the rights connected to the domain itself and of the relative technological platform, in order to coordinate and strategically direct the structuring of the portal itself and the activities, in order to promote national tourism policies carried out through it;

- the Adherent, with reference to aforementioned Public Notice of 02/17/2023, submitted the envisaged application for membership (on _____ 2023, registered with no. _____) which appears to have passed the prescribed investigation dated _____ 2023;
- this Membership and Interoperability Agreement with TDH (hereinafter also referred to as the "Agreement") - which is stipulated directly by the MiTur by reason of the aforementioned paragraph 1-bis of art. 54-ter of Legislative Decree no. 300/1999 - establishes a cooperation between the MiTur and the Adherent, aimed at making the tourist demand towards Italy meet profitably with the relative Italian offer, according to the objectives and purposes detailed below;
- the MiTur, in the exercise of its institutional competences, does not in any case play the role of economic operator and/or intermediary and operates exclusively for the purposes of public interest within its competence;
- the MiTur and Adherent intend to promote forms of collaboration and cooperation with all entities - both public and private - interested in the same goals and purposes;
- the MiTur has already signed - and will be able to sign new ones in the future - with other Adherent entities, both public and private, similar membership and interoperability agreements with TDH;
- the Adherent declares to be fully informed and to accept the fact that all subjects Adhering to the TDH will be placed in an equal position with each other, without any prominence, prevalence or position of advantage with respect to other Adherents, having adhered to the TDH aware of this characteristic of the TDH itself;
- the Adherent operates in the field of tourist services for accommodation facilities. The Adherent intends to join the TDH for the provision of E-Services functional to its activity and for which it declares to have 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;
- For the purposes of interoperability with the Tourism Digital Hub, the Adherent is equipped with an interoperable platform that allows the management of the APIs (invoke/display) and gives the possibility to consult and monitor them, guaranteeing their operational management as indicated in paragraphs 4.1 and 4.2 of the Interoperability Guidelines (TDH022);
- Any further approval steps for the use of the E-Service between the MiTur and the Adherent, in addition to the signing of this Agreement, will be indicated in specific dedicated contractual addendums;
- The TDH is a platform of contents and services aimed at bringing profitably together the tourist demand towards Italy with the relative Italian offer (provided by both national and international actors), by relating the person's (tourist) interests, destinations and offers before, during and after

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the tourist experience, creating added value for all actors involved;

- The TDH rests on a technological infrastructure that makes the interoperability of the information systems and databases of the MiTur and the Adherent possible, through the accreditation, identification and management of the authorization levels of the subjects authorized to operate on the same, as well as the collection and storage of information relating to accesses and transactions made through it. The sharing of data and information takes place through the provision by the MiTur and the use, by the Participants, of application programming interfaces (API);
- The MiTur has identified a standard communication protocol between the TDH and the outside world, defined 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) among the Adherents, also playing the role of integration interface between the TDH and the Sector Operators who wish to be part of the Ecosystem;
- *Corte dei Conti* has registered the Decree n. 52/23 for the adoption of the TDH022 Guidelines of the Ministry of Tourism, the standards and technologies for interfacing and integrating with Italia.it;
- If they fall within the same thematic area (e.g., catering), the contents and data of the various Adherents will be made usable on the TDH in an equal way, without any prominence and/or priority granted in any form;
- The Adherent intends to exchange data and information with the MiTur and through the TDH in accordance with the provisions of this interoperability agreement (hereinafter the "Agreement") and in accordance with the cases and methods permitted by EU Reg. 679/2016 (GDPR).

Having said that, the Parties, as represented in the epigraph,

STIPULATE AND AGREE AS FOLLOWS

ART. 1 - Definitions

2. For purposes of this Agreement, the following definitions apply:
 - a) Adherent: the subject who has joined the interoperability infrastructure with TDH through the accreditation process.
 - b) Adherents: the set of all subjects, both public and private, who have joined and/or will join in the future the TDH Interoperability Infrastructure through the accreditation process and the signing of a membership and interoperability agreement with TDH.
 - c) API: a set of procedures, features, operations available to the programmer and usually grouped to form a set of specific tools for carrying out a certain task.
 - d) APP: digital applications created using the APIs published on the TDH and/or italia.it portal.
 - e) Attribute/s: the characteristics possessed by the Adherents. Based on the provisions of the AgID Guidelines, the Attributes can be Certified, Declared and Verified.
 - f) API Catalogue: single and centralized component that ensures Adherents are aware of the available APIs and the methods of use for them, and on which the Interoperability Agreements are

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- also registered, as well as, which provides the necessary advertising in relation to the type of data exchanged and the nature by the Adherents involved.
- g) Channel manager: technological platform that enables the simultaneous sale of rooms in an accommodation facility on all channels (B2C and/or B2B) with which the facility is connected.
 - h) DPIA: Data Protection Impact Assessment.
 - i) Dump: is an element of a database containing a summary of the structure of the tables of the database itself and/or the related data.
 - j) List of Adherents: the list of all the subjects with which an agreement is in progress for adhesion and interoperability with TDH, updated in near real-time by the MiTur, which can be viewed online in the dedicated public area of the ecosystem TDH extension.
 - k) End Users: final recipients of the APPs or APIs or of the italia.it/TDH site.
 - l) Provider: the MiTur in its capacity as developer which makes an E-service available via API on the TDH interoperability infrastructure to allow it to be used and the consequent interoperability of the data by the Adherents.
 - m) E-service: each digital service provided within the Tourism Digital Hub (also "TDH") implemented and made available by the Ministry through the implementation of the necessary APIs compliant with what is indicated in the AgID Guidelines to ensure access to data and/or the integration of their processes to the Adherents, governed by this Agreement.
 - n) User: the Participant in his qualification as a subject who, through the signing of this Agreement, accesses and uses the E-service through the API made available by the Provider on the TDH and/or italia.it portal.
 - o) TDH infrastructure: the technological infrastructure that makes possible the interoperability of the information systems and databases of the subjects referred to in article 2, paragraph 2, of the CAD, through the accreditation, identification and management of the levels of authorization of the subjects authorized to operate on the same, as well as the collection and storage of information relating to accesses and transactions carried out through it pursuant to art. 50-ter, paragraph 2, of the CAD.
 - p) Italia.it: a website created by the Ministry of Tourism, to promote the entire tourism ecosystem of Italy in order to enhance, integrate and favor its offer and which will be enriched with new contents produced by the TDH ecosystem.
 - q) AgID Guidelines: the AgID guidelines on the technological infrastructure for the interoperability of information systems and databases pursuant to art. 50-ter, paragraph 2, of the CAD.
 - r) Interoperability Guidelines (TDH022): the guidelines on technical interoperability and the management of the APIs issued by the MiTur which stands as a reference basis for the Interoperability that the Ministry of Tourism intends to adopt with Institutional and Private Operators, for the exchange of information, data and services with the TDH.
 - s) Service Level Agreement (SLA): the service level agreement agreed between the MiTur and the Adherents as Providers of an API during the delivery of an E-service - consistent with the SLAs declared by the Adherents and related to the TDH operation composed of measurable metrics.

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- t) TDH: the Tourism Digital Hub is a platform of contents and services to profitably match the tourist demand towards Italy with the relative Italian offer (provided by both national and international players), by linking the interests of the person (tourist), the destinations and the offer before, during and after the tourist experience, creating added value for all the actors involved.
- u) TDH022: standardized communication protocol that allows interoperability between the Digital Tourism Ecosystem (Tourism Digital Hub - TDH) and its Adherents.
- v) User/s: any natural person who accesses the TDH interoperability Infrastructure and is authorized by the Adherents to act on its behalf on the infrastructure itself. Based on the provisions of the AgID Guidelines, Users can be API Operators, Security Operators, Administrative Operators, whose references must be communicated to the MiTur via an electronic accreditation procedure on the platform.
- w) Wholesaler: wholesalers who, thanks to special commercial contracts stipulated with the accommodation facilities, as well as confidential rates and conditions of sale, purchase rooms at prices defined directly by the hotels. Through these contractual concessions, Wholesalers can enter into agreements with other intermediaries (e.g., Tour Operators, Aggregators) who, in turn, offer the structure to the final customer.

ART. 2 - Purposes and Objectives

1. This agreement regulates the rights of the Parties in relation to joining the TDH ecosystem, as well as the methods for using the APIs on the portal. The TDH ecosystem is a platform of contents and services to profitably match the tourist demand towards Italy with the relative Italian offer, by relating the following elements: person (tourist), contents (from which to infer the interest of the person), destinations and offer. The TDH ecosystem guarantees, through APIs, the exchange of data and tourist contents, enriching the italia.it website and all the connected digital channels (mobile APP, social media, etc.), with new contents and services produced, internally produced and in collaboration with the Regions, Autonomous Provinces and public entities, but also through integrations with private partners.
2. The booking and payment process will be finalized using the tools made available by the Adherents (widget/white label) integrated on the TDH. Any aspect related to the subsequent management of the reservation, including by way of example any modification or cancellation of the same, takes place on the Adherent's portal, relying on services, solutions, tools, and functions already available to the Adherent. The MiTur will in no case play the role of seller and/or intermediary and will in no way be responsible for the economic transaction that has taken place.
3. The Participant will provide the MiTur with the dump containing the detailed master data of all the hotel and other structures affiliated to it, on the basis of the technical indications referred to in article 1 of this Notice and of the Technical Annex. The Subscriber will grant all the structures affiliated to it equal or equivalent visibility, in order to guarantee them the exposure of the services on the portal, in compliance with the principles of competition, equal treatment and non-discrimination, without prejudice to the commercial agreements between them.
4. Joining the TDH ecosystem, which takes place with the exchange of content and data, therefore also represents an opportunity for the Adherent to increase the information set and optimize their personalized tourist offer. The TDH interoperability application platform is owned by the MiTur which takes care of its management and evolution. The TDH application platform is

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equipped with its own technological infrastructure (API Gateway, CMS, DAM, DMS) with which participating operators (Regions, Entities, Third Parties) will have to interconnect, in turn acquiring a technological infrastructure that allows them to exchange/receive information and content, using an encrypted, authenticated and authorized method.

5. By joining the TDH each Adherent will also be able to use the APIs available on the TDH Ecosystem for the transfer or acquisition of data and content, according to the specifications indicated in the Interoperability Guidelines (TDH022) and related annexes.

ART. 3 - Economic charges

1. Participation in the TDH referred to in 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 fees and/or reimbursements of expenses in favor of one of the Parties and borne by the other, due to the purpose of cooperation between the Parties themselves which is the subject of this Agreement.
2. Therefore, each Party bears its own direct and indirect costs, none excluded, for participation in the TDH and for the provision and/or use of the E-services.

ART. 4 – Referrals

1. Each of the Parties indicates a Contact Person of this Agreement. The Representative is responsible for representing the Party that designated him for the executive activities of this Agreement and internal reporting, as well as for constantly monitoring the progress of the agreed activities.

The MiTur Rappresentative are:

Dr. Benedetta Rizzo and Dr. Edoardo Merz,

e-mail: supportTDH@ministeroturismo.gov.it dir.promozione@pec.ministeroturismo.gov.it

The Adherent's contact person is:

- First name _____
- Surname _____
- Mail _____
- T.I.N

2. Each of the Parties may replace, at any time, its Contact Person by giving it written notice to the other Party.

ART. 5 - Obligations and responsibilities of the MiTur

- a) The MiTur has the obligation to operate in full compliance with the provisions of the AgID Guidelines, the Interoperability Guidelines (TDH022) and this Agreement.
- b) The following obligations are borne by the MiTur, being in the responsibility of the same:
 - a) carry out the risk analysis on the protection of personal data that will be obtained using the E-service (so-called DPIA) referred to in article 35 paragraph 4 of EU Regulation 679/2016 before proceeding with the provision of services to the tourist. These assessments will be carried out, if

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the resulting data processing presents high risks for the rights and freedoms of the persons concerned, considering the Provision of the data protection guarantor containing the "List of types of processing subject to the requirement of an evaluation of impact on data protection pursuant to art. 35, paragraph 4, of Regulation (EU) no. 2016/679 - 11 October 2018", and, in any case, always in the expectation of also concretely realizing the principle set in data protection from the design stage of service delivery and by default (ex Article 25 of Regulation (EU) No. 2016/679);

- b) use the data and information provided by the Adherent, including the personal data necessary for the finalization of the reservations and during the use of the E-service only for the stated purposes and within the limits of the latter, as well as only for the time strictly necessary to carry out the activities for which its use was requested, or, for analytical, statistical and profiling purposes, where permitted, in compliance with current legislation and for the time indicated from time to time in the relative information on the processing of personal data provided to the owner of the data. Furthermore, the aforementioned data may be enriched with the navigation data and preferences of the end-users expressed during navigation on the TDH and/or italia.it portal, only in cases where this is legitimately permitted pursuant to the GDPR, and therefore transfer them to Adherents in aggregate form in order to increase the information set and optimize the personalized tourist offer. If of interest, the Parties will agree on specific terms and conditions.
- c) adequately instruct Users, authorized to act on their own behalf, on the correct use of the E-service as well as on the processing of personal data, the related risks and the rights of the interested parties;
- d) promptly notify the Adherent of any event and/or condition that modifies this Agreement, requesting acceptance of the clauses subject to modification;
- e) implement any regulatory changes on privacy and security that impact on the TDH, providing to adapt it and making the new version available for use;
- f) notify the Adherent promptly, at the latest within 24 hours, of any events impacting the security relating to the integrity and confidentiality of the communications necessary for accessing and using the related E-service;
- g) report to the Adherent promptly, at the latest within 24 hours, any malfunction or disservice encountered during access and/or use of the E-service;
- h) make a suitable assistance service available to the Adherent and Users;
- i) in case of violation of the personal data of which he is the data controller, proceed with the eventual notification to the Supervisory Authority and, where necessary, with the communication to the interested parties in application of the articles 33 and 34 of Regulation (EU) 2016/679 (hereinafter GDPR);
- j) guarantee conditions of absolute equality of treatment between Adherent who fall within the same sector of activity, without directly or indirectly generating competitive advantages for any of them.

ART. 6 - Obligations and responsibilities of the Adherent

1. The Adherent bears the obligation to operate in full compliance with the provisions of the AgID Guidelines, the Interoperability Guidelines (TDH022) and this Agreement.

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2. The Adherent allows the 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, by way of example, the publication of additional own E -Service for the delivery of new content to Adherents.
3. The Adherent is responsible for analyzing the risk on the protection of the personal data that will be obtained through the use of the E-service.
4. The Participant must provide the MiTur with a copy of their privacy information, for publication in the pages relating to the Participant's contents on the TDH which imply the acquisition of personal data and their communication. The Adherent guarantees that the aforementioned privacy information contains all the information pursuant to art. 13 of the GDPR, also in relation to the subsequent communication to the MiTur of the data relating to the reservation (modifications, actual use of the services, etc.).
5. The Participant undertakes to identify within his own organization and accredit on the TDH the Operational contact person (paragraph 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 TDH utilities, and therefore it will be your responsibility:
 - a) identify the Users authorized to operate on behalf of the Adherent with reference to the management of the single E-service;
 - b) monitor the list of active users of your organization accredited on the TDH and authorized to operate on behalf of the Participant and promptly notify the MiTur of any changes (e.g., replacement of operational contact person, termination of user, etc.).
6. The Adherent undertakes, at the request of the MiTur, to adhere to any subsequent versions of the E-service prepared and released in the API Catalogue, within 6 months of receipt of specific communication from the MiTur, and consequently provide for the disposal of the version precedent of E-service.
7. The Participant undertakes to promptly notify the MiTur, at the latest within 7 days of their emergence of any changes impacting the stipulation of this Agreement and/or the access and provision of the related E-service.
8. The Participant undertakes to promptly notify the MiTur of any changes, even if temporary, relating to the usability of the services underlying the APIs published on the TDH.
9. The Participant undertakes to promptly notify the MiTur, at the latest within 24 hours of any events impacting the security relating to the integrity and confidentiality of the communications necessary for accessing and using the related E-service.
10. The Adherent undertakes to promptly report to the MiTur, at the latest within 24 hours, any malfunction or disservice encountered during access and/or use of the E-service.
11. In the event of a violation of the personal data of which he is the data controller, the Adherent proceeds with the possible notification to the Supervisory Authority and, where necessary, with the communication to the interested parties in application of the articles 33 and 34 of Regulation (EU) 2016/679.
12. The Adherent undertakes to adequately instruct the Users, authorized to act on their own

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behalf, on the correct use of the E-service as well as on the processing of personal data, the relative risks and the rights of the interested parties.

13. The Adherent undertakes to adopt technical and organizational measures aimed at guaranteeing a level of security appropriate to the risk, supervising and tracing the access and activities of its Users for the time strictly necessary and for the sole purpose of protecting the protection of personal data according to what is defined by the articles 25, 29 and 32 of the GDPR, promptly informing the MiTur in the event of unauthorized access, unlawful data processing and any threat that poses a risk to the security and rights and freedoms of the data subjects.
14. The Adherent undertakes to share with the MiTur the static and dynamic information necessary for viewing and booking the offers on italia.it, based on the technical indications contained in article 1 of the Notice and in the Technical Annex.
15. The Participant undertakes, within the period of validity of this agreement, to collaborate with the MiTur to integrate innovative solutions that improve the user experience and ensure greater protection for accommodation facilities and end customers.
16. The Adherent undertakes to control and guarantee the security of access to the E-service, bearing in mind that the application tracking of accesses and operations carried out is also carried out by the MiTur.
17. The Adherent undertakes to implement any regulatory changes regarding privacy and security that impact on the E-Service, adapting it and making the new version available for use.
18. The Participant undertakes to communicate to the MiTur the booking data, following the experience on the TDH, relating to the services sold, in real time or at least in near real time, as described in article 1 of the Notice.
19. The Participant undertakes to make available and keep updated the dump of the accommodation facilities present, referred to in Article 1 of the Notice, in the following ways:
 - a) must be updated and shared when necessary, in case of significant changes to the database;
 - b) the structure of the database must be in line with the indications set out in the Technical Annex to the Notice;
20. The Adherent guarantees, being responsible for it:
 - a) the compliance of the data set exchanged through the E-service with current legislation also on the subject of personal data protection;
 - b) the accuracy, integrity and truthfulness of the data communicated to the MiTur during the provision of the E-service;
 - c) the tracking of accesses and operations carried out, as identified in the AgID Guidelines and associated with the provision of the E-service, as well as their conservation for the time strictly necessary.
21. The Adherent undertakes to directly manage the contracts with the accommodation facilities and undertakes to guarantee them the possibility of uploading all the necessary information, including:
 - a) Personal data (Business name, e-mail, certified e-mail, VAT number, T.I.N, Region, Province,

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City and ZIP code)

- b) Hotel content, photos, service listings, and descriptions;
 - c) Categories, rooms and rates;
 - d) Menu, bed configuration and cancellation policies;
 - e) Availability and pricing options.
22. The Adherent undertakes to manage the acceptance of the terms and conditions in order to guarantee the exposure of the accommodation facilities on italia.it, as well as to promote the registration of the accommodation facilities on the italia.it portal.
23. The Adherent, as a merchant and/or intermediary, guarantees full autonomy in the management of economic transactions deriving from the sale of reservations on the italia.it portal through APIs integrated on the TDH, exempting, and indemnifying the MiTur on all accommodation facilities from any role or responsibility relating to payments.
24. The Participant guarantees that joining the TDH does not lead to an increase in the commissions on the services applied to the accommodation facilities.
25. The Adherent undertakes to guarantee the double payment method:
- by credit card advance guaranteed by the main payment gateways (compliant with the PCI DSS and PSD2 standards) and/or other digital payment method (digital wallets), in this case acting as a merchant;
 - payment in the structure: in this case it is required that, where the credit card is requested as guarantee, the PCI DSS security standard is respected; this standard does not apply where the payment, directly in the structure, must not be guaranteed by credit card.
26. With reference to data communications between the Parties, they undertake to fully comply with EU and national legislation on the protection of personal data as well as to indemnify and hold each other harmless from any economic loss, dispute, liability, sentence or fine, as well as other expenses incurred or costs incurred - also in terms of reputational damage - as a result of an action, complaint or procedure undertaken by the Data Protection Supervisor or by any other person if such action is the consequence of even a single violation, from part of one of the Parties, of the legislation on the protection of personal data and/or of the obligations assumed for the purposes of the execution of this Agreement.
27. In the event of non-compliance with the obligations set out in this article by the Adherent and its Users, the MiTur reserves the right to suspend this Agreement, even with immediate effect, and the provision of the E-service and to proceed with withdrawal of membership in the most serious cases.

ART. 7 - Limits to liability and indemnity

1. The MiTur is not responsible for the failure to provide or use the E-service due to a malfunction or disservice of the Participant's interoperability infrastructures.
2. The Adherent accepts and acknowledges that the MiTur is not responsible for the missing, incomplete or outdated data and/or for any unlawful communication of data by the Adherent.

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3. The Adherent assumes total and exclusive responsibility for the quality, nature and quantity of the data exchanged via API and expressly indemnifies the MiTur from any loss or damage deriving from it and/or from other Adherents or third parties.
4. The Adherent expressly indemnifies the MiTur from any liability for any inaccuracies and/or discrepancies in the data and information relating to the service provided by the hotels and other structures affiliated to it, guaranteeing in any case to be authorized to disseminate such data and information through the TDH.
5. In no case will the MiTur be liable for any liability deriving from undue and unauthorized use of the E-Services by Adherents and/or Third Parties.
6. The MiTur, while undertaking to make available adequate assistance and maintenance services in relation to the technological components of its competence of the TDH, cannot be held accountable (by the Participant, by the accommodation facilities or by the end users, as well as by the other subjects of the circuit) of any situations of unavailability of the services in the TDH area deriving from the need for corrective, adaptive or more generally maintenance interventions of the technological components under its responsibility and in any case of any situations of unavailability of the services for the time necessary to restore the full functionality of the systems.

ART. 8 – Intellectual property

1. The Adherent guarantees that he has full ownership of all intellectual and industrial property rights, as well as commercial exploitation rights in relation to the data shared within the TDH Ecosystem via API;
2. The Participant guarantees to the MiTur the possibility of using interoperated data through the E-Services, even if covered by intellectual property, without any economic burden;
3. The Adherent undertakes to indemnify the MiTur from any damage or dispute that may arise from other Adherents or third parties for the violation of any industrial or intellectual property right, as well as commercial exploitation in the ownership of third parties;
4. In the event of any dispute raised in reference to industrial or intellectual property rights, as well as commercial exploitation, the Adherent is required to inform the MiTur as soon as possible, which reserve the right to suspend the Adherent and what is shared through the APIs on the portal;
5. All industrial and intellectual property rights connected to the TDH and/or italia.it portal, with the exception of the contents transmitted by Adherents, are and will remain the property of the MiTur;
6. The Adherent hereby grants the MiTur the right to use his own brand for the purposes of publication on the Directory as well as on any occasion for promotion or communication of the Ecosystem.

ART. 9 – Processing Treatment of personal data

1. The Parties, as data controllers, have the obligation to operate in full compliance with the provisions of the GDPR and the legislative decree June 30, 2003, n. 196 and subsequent amendments (hereinafter the Privacy Code) - the latter hereinafter also referred to as the "legislation on the protection of personal data".

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2. The Parties undertake to comply with the regulations in force regarding the protection of personal data, with particular regard to the adoption of suitable security measures, and to have their employees and collaborators observe them who, when suitably instructed, will be authorized to process personal data.
3. The purposes and methods of processing personal data must comply with the principles of necessity and legality, as well as with the other principles and rules contained in EU Regulation 2016/679. Furthermore, the processing of personal data will be carried out by the Parties in such a way as to guarantee the necessary security and confidentiality and can be implemented using manual, paper, IT and telematic tools suitable for processing data in compliance with current legislation on the protection of personal data. The personal data acquired by virtue of this contract through the TDH portal, as well as the data acquired through the E-Services will be kept for a period of time not exceeding the achievement of each specific purpose of use of the E-service, within the framework of the present Membership Agreement with the Adherent (36 months after signing), as well as for the additional time of 24 months, necessary to the fulfillment of the purposes of the TDH and italia.it portal.
4. By signing this Agreement, the pro-tempore legal representatives of the Parties expressly consent to the processing of their personal data.
5. The Adherent, as Data Controller, makes the data accessible to the MiTur, which will process them as independent Data Controller. Access to personal data made available through the use of the E-service provided through the interoperability infrastructure does not change the discipline relating to the ownership of the treatment, pursuant to art. 50-ter, paragraph 6, of the CAD.
6. The data deriving from the use of the contents of the TDH which include the E-Services of a partner will be made available both to the MiTur and to the partner itself, without prejudice to the need to inform those entitled.
7. The Parties mutually acknowledge that they have read the respective privacy policies.

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

1. This Agreement is valid and effective from the date of signing of the same by the Participant registered through the TDH, and has a duration of 36 months, with no possibility of tacit renewal. After this term, the Parties will have to re-sign the version of the Agreement in force at that time.
2. The Parties reserve the right to withdraw from this Agreement by communicating this intention to the other Party, via the TDH and/or other shared methods, according to the methods specified in art. 12, with a minimum notice of 6 months.
3. Unless otherwise indicated, this Agreement also applies in the event of preparation and release on the API Catalog of a new version of the E-service.
4. The MiTur has the right to unilaterally integrate and update the regulations of the TDH Ecosystem. In the event of updates, it will notify the Adherent, also by publication on the website and official notification.
5. In any case, MiTur may proceed to make unilateral changes to the regulations, and if the changes impact the obligations and responsibilities of the Member, failure to provide notice of rejection within 30 days of the notice of the changes will be considered acceptance of the

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

changes.

6. In the event of changes that impact the Adherent's legitimacy to access the E-service and/or the security relating to the integrity and confidentiality of the communications necessary for accessing and using the relevant E-service, the MiTur will suspend the provision of the E-service, as well as any information set of data already exchanged and/or to terminate this Agreement.
7. In the event of suspension of the provision of the E-service or termination of this Agreement, the MiTur will temporarily or permanently disable the possibility of accessing the E-service by the Adherent. At the same time, the Participant will temporarily or permanently disable the possibility of accessing their own E-services by the MiTur.

ART. 11 - Applicable law and competent court

1. This Agreement is subject to Italian law. For anything not expressly provided for, express reference is made to the Civil Code, to the CAD, to the AgID Guidelines, as well as to the other provisions in force on the matter, including those concerning the protection of personal data.
2. Any dispute and/or dispute 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, will 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 relating to this Agreement is made, through certified e-mail, 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 art. 4, 5, 6 and 39 of Presidential Decree 26.4.1986, n. 131. The expenses for any registration are borne by the requesting Party.

ART. 14 - Final provisions

1. The Premises, Interoperability Guidelines (TDH022), the annexes and all the procedures referred to in these documents, constitute an integral and substantial part of this Agreement and bind the Parties to respect them.

The Adherent _____

(Digitally signed in accordance with the eIDAS regulation, SPID or with Qualified Electronic Signature)

The MiTur _____

(Digitally signed in accordance with the eIDAS regulation, SPID or with Qualified Electronic Signature)