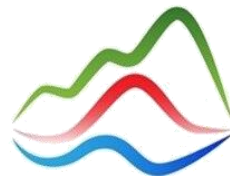




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REPUBLICA ITALIANA

Public notice for participation in the "Tourism Digital Hub" project by subjects operating in the sector of sale, supply and intermediation of tourist services (so- called experiences)

Date:

03/02/2023

VERSIONS TABLE			
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03/02/2023	1.0	First drafting of the document	Everyone

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Public notice for participation in the "Tourism Digital Hub" project by subjects operating in the sales, supply and brokerage sector of tourist services (so-called experiences)

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

- the art. 54-bis, paragraph 1, of Decree Law no. 22 of 1 March 2021, establishes the Ministry of Tourism, to which the functions and tasks pertaining to the State in the field of tourism are attributed, except for those attributed, by the same decree, to other ministries or agencies, and without prejudice to the functions conferred by current legislation on the regions and local entities;
- with the Decree of the President of the Council of Ministers of 20 May 2021, n. 102, the Organizational Regulation of the Ministry of Tourism was adopted;
- by Decision of the EU ECOFIN Council of Ministers of 13 July 2021, the National Recovery and Resilience Plan (PNRR) 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 funded are the Tourism Digital Hub, the Integrated Fund for the Competitiveness of Tourism Enterprises, the Caput Mundi – New Generation EU project for major tourist events and the reform of the Order of the Professions of Tourist Guides;
- on 4 January 2023, Law no. 16 of 16 December 2022 was published in the Official Gazette. 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 to promote national tourism policies carried out through it;
- The Ministry of Tourism is responsible for the [italia.it](https://www.italia.it) portal, of which promotion ENIT takes care of;
- on 13 January 2022, ENIT and MiTur signed the "Agreement between the Ministry of Tourism and ENIT - National Tourism Agency - Three-year period 2022/2024" concerning, among other things, the redefinition and implementation - in full collaboration with the Regions and Autonomous Provinces, within the times and in the manner defined by the MiTur itself, a new promotion strategy, strongly focused on digital and which effectively contributes to the definition of the contents of the Tourism Digital Hub envisaged by the National Recovery Plan and Resilience (PNRR);

- Annex A Part 1 of Legislative Decree no. 79/2011 (so-called Tourism Code) defines the sector legislation applicable to tourist packages and connected tourist services, attributing the relative responsibilities regarding the correct execution of the tourist package, based on the respective competences;
- the MiTur, in the exercise of its institutional powers, in general and, for the purposes and effects of this Notice and of the activities depending on and deriving from it, in particular, cannot and must not play or be considered in any way as tourist enterprise or professional and/or intermediary operator and operates exclusively for the purposes of public interest within its competence, never being a "seller" of tourist services under any circumstances;
- the MiTur has launched an articulated and complex project, aimed at profitably matching the tourist demand towards Italy with the relative Italian offer, according to the objectives and purposes detailed below;
- the MiTur has initiated the public consultation procedure of the "Guidelines on technical interoperability and API management" (hereinafter also referred to as the "TDH022 Guidelines");
- at the same time, the MiTur has involved, through a different adhesion procedure, the Regions, the Autonomous Provinces and the other territorial public entities and the Central Public Administrations, for the collaboration and cooperation with the Tourism Digital Hub;
- *Corte dei Conti* has registered the Decree n. 52/23 for the adoption of the TDH022 Ecosystem Guidelines of the Ministry of Tourism, the standards and technologies for interfacing and integrating with Italia.it;
- therefore, the MiTur 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 subject, as participation 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 as part of the procedure referred to in this Notice is carried out in accordance with the discipline of Regulation (EU) 2016/679 (GDPR) and as amended.

TAKES NOTICE THAT

With this Notice we intend to collect the adhesions, from private subjects and economic operators, for participation in the "Tourism Digital Hub" project, as better described and regulated 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 and the signing of a membership and interoperability agreement with TDH;

- 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 specific 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 exchanged and the nature of the Adherents involved;
- g) DPIA: Data Protection Impact Assessment;
- h) 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;
- i) list of Adherents: the list of all the subjects with whom an agreement is in progress for adhesion and interoperability with TDH, updated in near real-time by MiTur, which can be viewed online in the dedicated public area of the ecosystem TDH extension.
- j) end Users: final recipients of the APP or of the italia.it/TDH site.
- k) provider: MiTur in its capacity as developer who 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;
- l) experience: an activity for tourists and/or end users (e.g. tickets for events, guided tours, participation in courses or demonstrations) accompanied by any ancillary services (e.g. transport functional exclusively for the use of the experience; tourist guide) , with the exception in any case of the services referred to in points 1], 2], and 3] of the aforementioned art. 33 of the Tourism Code referred to in Annex 1 to Legislative Decree 79/2011;
- m) E-service: each digital service provided within the Tourism Digital Hub (also "TDH") created and made available by the MiTur 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) supplier: subject who provides the experience to the tourist, even if deriving from the sale of another professional subject;
- o) user: the Adherent in his qualification as a subject who, through the signing of this Agreement, accesses and uses the E-service through APIs made available by the Provider for the purposes of the TDH ecosystem and/or italia.it;
- p) 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;

- q) Italia.it: website created by the Ministry of Tourism, to promote the entire tourist 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;
- r) 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;
- s) Interoperability Guidelines (TDH022): the guidelines on technical interoperability and the management of APIs issued by the MiTur which stands as a reference base 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;
- t) Service Level Agreement (SLA): the service level agreement agreed between MiTur and the Adherents as Providers of an API during the delivery of an E-service - consistent with the SLAs declared by the Adherent and related to the TDH operation composed of measurable metrics;
- u) 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;
- v) TDH022: standardized communication protocol that allows interoperability between the Digital Tourism Ecosystem (Tourism Digital Hub - TDH) and its members;
- w) user/s: any natural person who accesses the TDH interoperability infrastructure and is authorized by the Adherent to act on its behalf on the infrastructure itself. Based on the provisions of the AgID Guidelines, Users can be API Operators, Security Operators, Administrative Operators, whose references must be communicated to MiTur via an electronic accreditation procedure on the platform;
- x) whitelabel: turnkey platform developed by the Adherent and integrable with the italia.it website, thanks to its ability to enable rebranding while maintaining the original functionalities;
- y) widget: an interface developed by the Adherent, which is integrable with the italia.it website and enables the user to utilize a functionality and/or service (e.g., booking)

Art. 2 – Purpose of the notice

This Notice is aimed at gathering adhesions, on an equal basis, from subjects and private economic operators operating in the sector of the sale, supply and intermediation of tourist services (so-called experiences), as better defined below (including, by way of for example, those referred to in Article 33, paragraph 1, letter a), no. 4] of Legislative Decree no. 79/2011), interested in participating in the Tourism Digital Hub initiative (hereinafter also referred to as "TDH"), as Partners (hereinafter also "Adherents"), who, by sharing content and data with the MiTur through specific APIs, feed the italia.it portal, and the forthcoming mobile APP, with services related to your offer.

For the purposes of the following announcement, experiences mean all tourist experiences that include at least one activity in the sales rate (e.g., entrance to a museum, food, and wine tour, etc.) possibly accompanied by one or more ancillary services (e.g., functional transport exclusively for the use of the experience; tour guide, etc.).

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

The Partners will have to adopt communication and information tools, highlighted and adequately visible in their E-Services, such as to make the End Users aware, in a clear and unequivocal manner, of the role and responsibilities of the MiTur in order to make clear that the MiTur does not pursuant to current sector legislation, it performs the role of tourist company or professional operator and/or intermediary and operates exclusively for the purposes of public interest within its competence, being unable and never being, under any circumstances, a "seller" of tourist services.

The TDH interoperability application platform is owned by MiTur which takes care of its management and evolution. The TDH application platform has 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 Adherent 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 paragraphs 4.1 and 4.2 of the Interoperability Guidelines (TDH022).

Through technological integration, the Adherent must guarantee, through its own E-Services, visibility on the italia.it portal in an equal and non-discriminatory manner, towards the Suppliers and/or sellers of tourist services affiliated to it who supply or provide a service in accordance with current national and regional legislation and in line with the requirements set out in this Notice.

In terms of user experience on the TDH, the integration with the Partner will enable a search and reservation based on the number of people.

The Partners will have 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 this Notice.

Partners must also provide MiTur with the following detailed information relating to individual suppliers:

- Individuals: name, surname, e-mail, VAT number/T.I.N, certified email, Region, Province, City and Post Code
- Companies: company name, e-mail, VAT number/T.I.N, certified email, Region, Province, City and Postal Code, ATECO code (if available);

In detail, for the purposes of interconnection with the TDH, the Partners who offer tourist services:

1. They must guarantee the preliminary sharing, via API or other methods (e.g., availability of data within an SFTP area or an S3 area, through the preparation of data in Json format, etc.), of the data necessary for the first creation of the offer on the TDH, and in particular:
 - any static database of "catalogue" tourist activities and experiences (see data model paragraph, number 4 of this article, for the details of the requested data), available in all the languages supported by the TDH;
 - any transcoding tables of the database itself in order to correctly map the tourist activities and experiences contained therein and the related associated attributes and services (e.g. location coding, coding of the types of tourist activities and experiences, coding of the languages in which it is available experience, coding of suppliers, etc.);
 - any taxonomies and data model (ontologies) used for content classification purposes.
2. They will have to guarantee periodic updating of the database, with sufficient cadence to ensure the updating of the offers as the partner's catalog changes. The update must be in incremental mode (delta mode), and clearly indicate updates, additions, or deletions, in particular:
 - any changes to the information previously shared and detailed in the data model paragraph (e.g., price changes, changes in the services included in the purchased activity, etc.);
 - the addition of new activities and tourist experiences guaranteeing the information detail referred to in the data model paragraph;
 - the possible cancellation of activities and tourist experiences already in the catalogue.
3. The update must be guaranteed, according to the methods described above, also with regard to the supplier master data.
4. They will have to expose, as a priority, APIs that cover the following functionalities:
 - **Research:** guarantee the possibility of consulting the list of tourist activities and experiences available in real time by returning results consistent with the search parameters and metadata associated with the tourist activities and experiences, also guaranteeing faceting & filtering functions. By way of example, the following are some potential parameters and search criteria with which the partner's database can be queried:
 - geographical research;
 - Date

- Price starting from)
 - Type of experience;
 - Duration;
 - Tourist points of interest;
 - Popular products;
 - Tourist activities and experiences segmented by specific target audiences, if available (e.g., suitable for couples, adults, groups, etc.);
 - Free text search;
 - Other criteria: e.g., price, distance, available languages, services included, bookability, etc.
- **Retrieving detail information:** following the selection of a specific experience by the user, the partner must be able to return, in real time, any dynamic information not shared in the initial database (e.g., reviews, prices, details of the services included in the experience, any available options such as cancellation options, refund policies etc.).
 - **Check availability in real time:** the partner must guarantee the possibility of verifying, in real time, the availability of the selected experience against:
 - A specific selected date;
 - An indicated number of participants, with possible distinction between adults and children;
 - Any time.

It will also have to return, more generally, the dates available starting from the moment of consultation.

The availability check can be enabled via API, or via widget or whitelabel.

- **Booking and payment:** the partner will have to guarantee via API or via widget or whitelabel the possibility for the user to:
 - Indicate, for each experience when booking, the number and type of participants (adults and children);
 - Enter the name (name and surname) and contact details (email and/or telephone) of the person making the reservation;
 - Enter any discount code;
 - Confirm and finalize the economic transaction in compliance with PCI DSS and PSD2 standards. In particular:
 - In case of advance payment, the partner must guarantee:
 - digital payments through the main credit cards guaranteed by payment gateways, in compliance with the PCI DSS and PSD2 standards

- electronic wallets (e.g., Paypall, Amazon Pay, Stripe etc.)
- any other methods (e.g., bank transfer).
- In case of delayed payment, where a credit card guarantee is required, the partner must guarantee compliance with the PCI DSS standards.

The payment must also be supported at least in euros.

It is specified that the economic transaction will be managed on the partner's systems integrated via API or widget/Whitelabel on the TDH. Therefore, 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.

Furthermore, any aspect related to the subsequent management of the reservation, including by way of example any modification, cancellation, or complaint of the same, takes place on the Adherent's portal, relying on services, solutions, tools and functions already available to the Adherent.

- **Booking status and return information:**

Where some of the functions described above are made available through the use of a specific widget, the Partner must guarantee the sharing, at least in near real time, of the data relating to actions and events performed by the user on the widget itself.

More specifically, the tracking must concern at least:

- User name;
- User ID;
- Contact details (email address and telephone if required);
- Booking data (date, number of participants, experience ID, supplier, details of services purchased, etc.)
- No. of participants;
- Price;

The partner will also have to guarantee a return flow to the TDH of the booking data. The intended mode for the return data flow shall be based on the partner's notification mechanism to the TDH systems. Upon completion of the booking, the Partner sends the booking data to an endpoint exposed by the TDH, with details relating to the individual experience. All updates or changes in the status of the reservation must be notified to the TDH.

Therefore, the following are added to the data listed above:

- Outcome of the transaction (OK/KO)
- Booking ID;
- Booking link;
- Booking status (e.g., confirmed, modified, cancelled)

Adherence to the TDH ecosystem will in fact allow the mutual exchange of content and data, not only provided via API by the Adherents, but also possibly enriched with navigation data collected during the user experience on the italia.it portal in the cases and in the manner permitted by EU Reg. 679/2016 (GDPR). Subsequently, therefore, the acquisition by the TDH and/or the italia.it portal of specific categories of aggregated digital data may be made available and/or consultable to the relevant Adherents through reporting systems made available by the MiTur. The interoperability of the return data therefore also represents an opportunity for each of the Adherent subjects to increase the information set and optimize their own personalized tourist offer.

- **data model:**

In order to guarantee a complete user experience, the partner must provide at least the following information, sorted by priority level, for each shared experience:

IT attribute	EN attribute	Priority	Example
Name Experience	Experience Name	High	2-Park 2-Day Universal Studios Park Tickets
Description	Experience Description	High	Enjoy your experience at Universal Studios ... Choose among the 2 or 3 park entrance options ...
Further Info	Additional info	High	Tickets must be used by the same person on all days...you must present the actual Universal Orlando ticket to receive entry to the parks.
Average	Average	High	Links available for download
Languages available	Available Languages	High	List ["en", "es", "fr"]
Withdraw	Pickup options	High	Yes/No Indicates if pickup is available for this product
What it includes	Whats included	High	Entry to both Universal Studios Florida and Universal's Islands of Adventure for 2-days
What it doesn't include	Whats excluded	High	Parking
Experience duration	Experience Duration	High	2.5
Duration of experience - Units	Experience Duration Unit	High	Hour
Cancellation Policy	Cancellation Policy	high	non-refundable
Services	Services	high	Skip the line Entrance tour Instant Confirmation Has pick-up Mobile voucher Free Cancellation
Supplier	Supplier	high	Ticketstation

Supplier Details	Supplier Details	high	Supplier details: - Company name - VAT number - Atheic code - Email - phone - ratings
Supplier certification	Supplier certification	high	Professional license number (if available eg. Tourist guides)
category name	Category Name	high	Culture&History
Type	Type	high	Guided Tours
Available from	Available from:	high	02/01/2023
Until	Available to:	high	09/11/2023
Price (starting price, price range)	Price	high	from 20€
Price Details	Price details/unit	high	for Group up to 10 people
Latitude	Latitude	high	45.466091
Longitude	Longitude	high	9.171187
Destination/Venue	Destinations/Venues	high	Leonardo's Last Supper
		medium	Corso Magenta, 65/69, 20123 Milan MI, Italy
Ratings	Ratings	high	4.4
Number of Reviews	Number of Reviews	high	5 reviews
Offer Options	Rates	high	Small Group Tour of up to 10
Offer Options - Services Included	Rates-included services	high	wheel chair access pick up
Meeting point	Meeting Point	high	Hotel Plaza
Taxonomy	Taxonomy	high	Where to go > Entertainment > Parks
Summary	Summary	medium	The transfer will collect you from the chosen place and time
Driving type	Type of guides	medium	Live tour guides
pick up	Pickup Info	medium	Information about the hotel pickup possibilities
drop off	Drop-off Info	medium	where the tour ends
Price	Detailed price	medium	50€
app only	App only Info	medium	Yes/No
group size	Group size info	medium	10 people

Free cancellation	Free Cancellation	medium	Yes/No
target Audience	Target Audience	medium	Family-friendly activities
Sanitary requirements	health requirements	low	You are required to bring and wear a mask
savings	Saving	low	10%
Discounted	Discounted	low	Yes/No
Best price	Best Price info	low	Yes/No
Giftable	Giftable info	low	Yes/No
Offer Options – availableAudioLang	Rate Option - audioLanguages	medium	available: en audio
Offer Options – availableLiveLang	Rate Option - liveLanguage	medium	available: fr live

Art. 3 – Admitted subjects and subjective requirements

Those eligible to participate are all subjects and private economic operators, constituted in any legal form, capable of presenting their offer according to the technical requirements referred to in Article 2 of this Notice and operating in the sector of the sale, supply, and intermediation of tourist services (so-called experiences) provided on the national territory.

For the purposes of the following announcement, experiences mean all tourist experiences that include at least one activity in the sales price (e.g. entrance to a museum, food and wine tour, etc.) possibly accompanied by one or more ancillary services (e.g. transport exclusively functional to the fruition of the experience; tourist guide, etc.), with the exclusion in any case of the services referred to in points 1], 2], and 3] of the aforementioned art. 33 of the Tourism Code referred to in Annex 1 to Legislative Decree 79/2011.

In consideration of the national dimension (of the offer) and international dimension (of the demand) that the TDH ecosystem will manage and, in consideration of the visibility on an international scale assumed, it is established that the Adherent subjects must possess the following requirements, as defined:

- A. have at least one operational headquarters in Italy or within the territory of the European Union, always without prejudice, for non-EU operators, to the right to participate by virtue of applicable international conventions and/or agreements;
- B. are in possession of suitable insurance coverage for professional liability with a leading international insurance company;
- C. can integrate, through appropriate technologies, only tourist services (so-called experiences), in particular with the following specifications:
 - provided on the national territory;
 - provided by operators equipped with the necessary qualifications and/or licenses, in accordance with current legislation.

For these services it will be necessary to guarantee a suitable after-sales assistance service to support the user in the event of changes/cancellations or other types of requests relating to the reservation and/or economic transaction.

- D. 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, of:
- undertake to provide only the services they broker and/or sell through the use of adequately trained personnel in possession of the authorizations, licenses and/or permits necessary to carry out the activities (so-called experiences) proposed to the end users;
 - undertake to provide and/or intermediate and, in any case, to display on the TDH exclusively tourist services provided in accordance with current sector legislation, also with reference, by way of example, to the guarantees to be provided to End Users and information obligations;
 - be in compliance with the obligations in fiscal, tax, insurance and social security contributions in relation to its employees and collaborators.

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

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

- who find themselves in situations involving the incapacity to contract with the Public Administration;
- 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;
- for which there are causes of prohibition, forfeiture or suspension pursuant to art. 67 of Legislative Decree no. 159/2011;
- 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. 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 certified by means of a self-certification from the legal representative, pursuant to articles 46 and 47 of the Presidential Decree n. 445/2000, digitally signed.

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 aforesaid requirements must be possessed at the time of signing the membership application and must be possessed by the Adherent also during the entire period of validity of the contract

and/or provision of the service. MiTur reserves the right to verify the existence of the aforementioned requirements at any time. The 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 Membership Agreement, grounds for revocation of the same.

Finally, the Adherent will have to guarantee the principle "not to cause significant damage" on the basis of 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, using the model published on the site among the attachments to this Notice, to the following certified email dir.promozione@pec.ministeroturismo.gov.it. Subjects not established in Italy and not equipped with a certified e-mail can submit their application for membership, generated in PDF format, with the digital signature of the legal representative, to the following email address: supportTDH@ministeroturismo.gov.it.

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

- 1) legal representative;
- 2) technical/operational contact person.

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 written notice to the other Party.

The application must be accompanied by the self-declaration relating to possession of the subjective requirements pursuant to art. 3 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 request 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, subject to 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 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 04/03/2023.

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 considering 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 can submit them to the following email address: supportTDH@ministeroturismo.gov.it.

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

Following acceptance of the membership application, the individual and/or economic operator concerned will be invited by mail/certified e-mail to sign the relevant Membership Agreement, according to the template attached to this Notice (see below).

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 it gives a negative result, must not entail any kind of charges for 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 04/03/2023 will be examined and possibly declared admissible by 05/03/2023, estimated date for the closure of the investigation; the publication on the TDH, contextual for all the subjects admitted, will take place by 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 have been successfully completed, delays due to technical reasons beyond the control of the set off. 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 04/03/2023 or, in the event of changed operating conditions or for needs to update the TDH itself, to declare the Notice closed in advance, providing, if deemed useful, to issue a new Notice at 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 (compliant 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, pursuant to article 5.

Art. 7 – Duration of membership

Membership of the TDH will have a duration of 36 months from the date of signing the Membership Agreement, notwithstanding the obligations of acceptance of the changes that the MiTur will make mandatory during membership, as better specified in the Membership Agreement outline referred to in previous article 6.

2. The Parties reserve the right to withdraw from this Agreement by communicating this intention to the other Party, via certified e-mail, in the manner specified to art. 12 of the Membership Agreement, with a minimum notice of 6 months.

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 6 above.

Art. 8 – Revocation of membership

If the documentation certifying possession of the requirements needed 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, reporting 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 6 above and is possible 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 6. 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 article 5.

Art. 10 – Checks and verifications

At any time, MiTur may carry out checks and inspections, even on a random basis, on the fulfillment of the obligations by the Adherent 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 referred to in article 6 and to activate any consequent initiative for compensation for any damages suffered, even if only to image.

Art. 11 – Responsible for the Notice

The sole person in charge of the procedure is Dr. Benedetta Rizzo, who 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 integrate or modify this Notice due to changes or modifications to the TDH022 Guidelines or to the reference regulatory framework. In this case, it 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 requests for clarification can be sent to the following e-mail address: supportTDH@ministeroturismo.gov.it no later than 11.59 pm 5:21 of the day 03/16/2023. 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, irrelevant, or characterized by absolute uncertainty as to their origin will not be taken into consideration.
4. Clarifications will be made within the day 03/23/2023, 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 on confidentiality (Legislative Decree no. 196/2003 and subsequent amendments), as well as 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 concerned can appeal to the competent TAR within 60 days of receipt via certified e-mail of the communication of rejection of the adhesion.

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 Ministry of Tourism

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

Annex A - Model of Membership and Interoperability Agreement with TDH for private subjects operating in the sector of sale, supply and intermediation of tourist services (so-called experiences)

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 sector of the sale, supply and intermediation of tourist services (so-called experiences)

_____ with headquarters in _____ (State), in _____ (City/Province), Street/Square _____ n. _____ - Zip Code _____ T.I.N/VAT Number _____ digital domicile address (e.g. certified e-mail) _____ in the person of _____ in the role of _____, in its capacity as pro tempore legal representative (hereinafter also referred to as "Adherent"),

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

WHEREAS

- The Ministry of Tourism is the owner of the website italia.it of which promotion ENIT takes care of;
- on 13 January 2022, ENIT and MiTur signed the "Agreement between the Ministry of Tourism and ENIT - National Tourism Agency - Three-year period 2022/2024" concerning, 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 which effectively contributes to the definition of the contents of the Tourism Digital Hub envisaged by the National Recovery Plan and Resilience (PNRR);
- on January 4, 2023, it was published in the 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 into article 54-ter of Legislative Decree no. 300/1999 a new paragraph 1-bis, 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 has published, on 03/02/2023, a public notice (hereinafter also referred to as the "Notice") for participation in the Tourism Digital Hub project by subjects operating in the sector of sale, supply and intermediation of tourist services (so-called experiences);
- the Adherent submitted the envisaged application for membership on _____ 2023, registered with n: _____; receiving notification of admission dated _____ 2023;
- this Membership and Interoperability Agreement with TDH (hereinafter also referred to as the "Agreement") - which is stipulated directly by 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, which is aimed at profitably bringing together the tourist demand towards Italy with the relative Italian offer, according to the objectives and purposes below better detailed;
- Annex A Part 1 of Legislative Decree 79/2011 and subsequent amendments. (so-called Tourism Code) defines the sector legislation applicable to tourist packages and connected tourist services, attributing the relative responsibilities regarding the correct execution of the tourist package, based on the respective competences;
- the MiTur, in the exercise of its institutional powers, in general and, for the purposes and effects of this Notice and of the activities depending on and deriving from it, in particular, cannot and must not play or be considered in any way as tourist enterprise or professional and/or intermediary operator and operates exclusively for the purposes of public interest within its competence, never being a "seller" of tourist services under any circumstances;
- the MiTur and the Adherent intend to promote similar forms of collaboration and cooperation with all subjects - both public and private - interested in the same objectives and goals;
- 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 and, therefore, the Adherent is aware that it does not have any exclusivity or exposure priority on the TDH in the category of the sale, supply and intermediation of tourist services;
- 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, who operates in the sector of sale, supply and intermediation of tourist services, intends to join the TDH for the provision of E-Services functional to their business and for which they declare to have and/or undertake 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);

- By means of technological integration, the Adherent must guarantee, through their E-Services, visibility on the italia.it portal, in an equal and non-discriminatory manner, towards their sub-suppliers of tourist services who supply or provide a service pursuant to national and regional legislation in force and in line with the requirements set out in this Notice;
- The Adherent is aware of having to undertake to adopt communication and information tools for End Users, highlighted and adequately visible in their E-Services, such as to make End Users aware, in a clear and unequivocal manner, of the role and responsibilities of MiTur in order to make it clear that the MiTur does not play the role of tourist company or professional operator and/or intermediary and operates exclusively for the purposes of public interest within its competence, not being able and never being, in any case, a "seller" of tourist services;
- 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 to profitably match the tourist demand towards Italy with the related Italian offer (provided by both national and international players), by relating the person's (tourist) interests, destinations and offers before, during and after the tourist experience, creating added value for all the actors involved;
- The TDH rests on a technological infrastructure that makes the interoperability of the information systems and databases of the MiTur and the Adherents 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 Adherents, 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 falling within the same thematic area, 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 and the signing of a membership and interoperability agreement with TDH;
- b) adherents: the set of all the subjects referred to in the previous line;
- 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 exchanged and the nature of the Adherents involved.
- g) DPIA: Data Protection Impact Assessment.
- h) dump: it is an element of a database containing a summary of the structure of the tables of the database itself and/or the related data.
- i) 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.
- j) end users: final recipients of the APP or of the italia.it/TDH site.
- k) provider: the MiTur in its capacity as developer who makes an E-service available via API on the TDH interoperability infrastructure to allow its use and the consequent interoperability of the data by the Adherents.
- l) experience: an activity for tourists and/or end users (e.g. tickets for events, guided tours, participation in courses or demonstrations) accompanied by any ancillary services (e.g. transport functional exclusively for the use of the experience; tourist guide) , with the exception in any case of the services referred to in points 1], 2], and 3] of the aforementioned art. 33 of the Tourism Code referred to in Annex 1 to Legislative Decree 79/2011.

- m) E-service: each digital service provided within the Tourism Digital Hub (also "TDH") created and made available by the MiTur 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) supplier: entity that provides the experience to the tourist, even where deriving from the sale of another professional entity.
- o) user: the Adherent in his qualification as a subject who, through the signing of this Agreement, accesses and uses the E-service through APIs made available by the Provider for the purposes of the TDH and/or italia.it.
- p) 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.
- q) Italia.it: website created by the Ministry of Tourism, to promote the entire tourist 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.
- r) 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.
- s) Interoperability Guidelines (TDH022): the guidelines on technical interoperability and the management of APIs issued by the MiTur which stands as a reference base 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.
- t) Service Level Agreement (SLA): the service level agreement agreed between MiTur and the Adherents as Providers of an API during the delivery of an E-service - consistent with the SLAs declared by the Adherent and related to the TDH operation composed of measurable metrics.
- u) 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.
- v) TDH022: standardized communication protocol that allows interoperability between the Digital Tourism Ecosystem (Tourism Digital Hub - TDH) and its members.
- w) User/s: any natural person who accesses the TDH interoperability Infrastructure and is authorized by the Adherent to act on its behalf on the infrastructure itself. Based on the provisions of the AgID Guidelines, Users can be API Operators, Security

Operators, Administrative Operators, whose references must be communicated to MiTur via an electronic accreditation procedure on the platform.

- x) whitelabel: a turnkey platform developed by the Adherent and integrable with the italia.it website, thanks to its ability to enable rebranding while maintaining the original functionalities.
- y) widget: interface developed by the Adherent, which is integrable with the italia.it website and enables the user to utilize a functionality and/or service (e.g., booking).

ART. 2 - Purposes and Objectives

1. This agreement regulates the rights and obligations 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 Adherent (widget/whitelabel) 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, as well as the provision of related assistance to End Users, takes place on the Adherent's portal, relying on services, solutions, tools and features already available to the Adherent. 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 Adherent will provide the MiTur with the dump containing the detailed personal data of all the tourist service providers affiliated to it, on the basis of the technical indications contained in the Notice. The Adherent will acknowledge to all suppliers affiliated to it - and in possession of the necessary licenses or qualifications required by sector legislation - equal or equivalent visibility on the E-services displayed on the TDH, 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 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 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 equal cooperation that characterizes this Agreement.
2. Therefore, each Party will bear 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 Representatives 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 _____
- Email _____
- T.I.N _____

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

ART. 5 - Obligations and responsibilities of the MiTur

1. The MiTur has the obligation to operate in full compliance with the provisions of the AgID Guidelines, the Interoperability Guidelines (TDH022) and this Agreement.
2. MiTur bears, exclusively, the following obligations, 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 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 available to the Adherent a suitable assistance service relating to the functionality of the TDH/italia.it portal;
- 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 Adherents 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.
2. The Adherent allows MiTur the legitimate use of the data acquired through the E-Services published in the API catalog for all uses compatible with the institutional purposes highlighted in this agreement, including, by way of example, the publication of additional own E -Service for the delivery of new content to Adherents.
3. The Adherent undertakes to provide and/or intermediate and, in any case, to display on the TDH exclusively tourist services provided in accordance with current sector legislation, also with reference, by way of example, to the use of personnel qualified for the role performed and to the guarantees offered to the End Users referred to in Article 3 of the Notice.
4. The Adherent undertakes to adopt and display on all its services (e.g. widgets) communication and information tools to End Users such as to make the latter aware, in a clear and unequivocal manner, of the role of the MiTur in order to make clear that the MiTur does not play the role of tourist company or professional operator and/or intermediary and operates exclusively for the purposes of public interest within its competence, not being able and never being, under any circumstances, a "seller" of tourist services.
5. The Adherent must guarantee visibility on the services displayed on the TDH, in an equal and non-discriminatory manner, towards its own tourist service providers who supply or provide a service in accordance with the national and regional legislation in force and in line with the requirements of to the Notice below.
6. The Adherent must guarantee possession of the insurance documentation in order to protect the tourist in carrying out the activities and in the event of insolvency and/or bankruptcy of the Adherent.
7. 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.
8. The Adherent must provide MiTur with a copy of their privacy information, for publication in the pages relating to the Adherent'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 MiTur of the data relating to the reservation (modifications, actual use of the services, etc.).
9. The Adherent 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:
 - identify the Users authorized to operate on behalf of the Adherent with reference to the management of the single E-service;
 - monitor the list of active users of your organization accredited on the TDH and authorized to operate on behalf of the Adherent and promptly notify MiTur of any changes (e.g., replacement of operational contact person, termination of user, etc.).
10. 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.

11. The Adherent undertakes to promptly notify MiTur, at the latest within 7 days of their emergence of any changes impacting the stipulation of this Agreement and/or access and provision of the related E-service.
12. The Adherent undertakes to promptly notify MiTur of any changes, even if temporary, relating to the usability of the services underlying the APIs published on the TDH.
13. The Adherent undertakes to promptly notify 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.
14. The Adherent undertakes to promptly report to MiTur, at the latest within 24 hours, any malfunction or disservice encountered during access and/or use of the E-service.
15. 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 (hereinafter GDPR).
16. The Adherent undertakes to adequately instruct the 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, on related risks and on the rights of the interested parties.
17. 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.
18. The Adherent undertakes to share with the MiTur the static and dynamic information necessary for viewing and booking the offers on italia.it, on the basis of the technical indications contained in article 2 of the Notice.
19. The Adherent undertakes to equip himself with the tools and all the IT solutions necessary for an optimal use of the E-service delivery functions, in accordance with what is indicated in the technical requirements pursuant to art. 2 of the Notice. The Adherent 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.
20. 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 MiTur.
21. The Adherent undertakes to implement any regulatory changes regarding privacy and security that impact on the E-Service, providing for its adaptation and making the new version available for use.

22. The Adherent undertakes to transmit in real time or at least in near real time to the MiTur the data relating to processes started on the TDH and concluded on its own systems (e.g., booking of services started with a search on the TDH and concluded on the Adherent's portal). The partner will have to guarantee the return of the booking data relating to the services sold, as indicated in the art. 2 of the Public Notice in which he participated.
23. The Adherent undertakes to make available, keep updated and shared in the event of significant changes a database of tourist activities and experiences present in accordance with the provisions of art. 2 of the Public Notice.
24. The Adherent guarantees, being responsible for it:
 - the compliance of the data set exchanged through the E-service with current legislation also on the subject of personal data protection;
 - the accuracy, integrity and truthfulness of the data communicated to MiTur during the provision of the E-service;
 - 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.
25. The Adherent undertakes to manage the acceptance of the terms and conditions towards its suppliers and/or affiliated sellers, as well as to promote their registration on italia.it, in order to guarantee the exposure of tourist activities and experiences on the portal;
26. The Adherent, as merchant and/or intermediary of its suppliers and vendors, guarantees full autonomy in the management of economic transactions deriving from the sale of tourist activities and experiences integrated on the TDH, exempting, and indemnifying the MiTur from any pertinent role or responsibility to payments. Furthermore, the Adherent undertakes to guarantee payment through a gateway (compliant with the PCI DSS and PSD2 standards) by credit card advance and/or other digital payment method.
27. The Adherent guarantees that joining the TDH does not lead to an increase in the commissions on the services applied to its suppliers and/or affiliated sellers.
28. The Adherent undertakes to guarantee and provide End users with an after-sales assistance service, in line with the requirements of art. 3 of the Public Notice in which he participated, to support the user in the event of changes/cancellations or other types of requests relating to the booking and/or economic transaction.
29. With reference to data communications between the Parties, they undertake to fully comply with Union 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, conviction 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 subject if such action is the consequence of even a single violation, by 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.
30. In case of non-compliance with the obligations set out in this article by the Adherent and its Users, MiTur reserves the right to suspend this Agreement, even with immediate effect, as

well as the provision of the E-service and to proceed with the withdrawal of membership in the most serious cases.

ART. 7 - Limits to liability and indemnity

1. MiTur is not responsible for the failure to provide or use the E-service due to a malfunction or disservice of the Adherent's interoperability infrastructures.
2. The Adherent accepts and acknowledges that MiTur is not responsible for the missing, incomplete, or outdated data and/or for any unlawful communication of data by the Adherent.
3. The Adherent assumes total and exclusive responsibility for the quality, nature and quantity of the data exchanged via API and expressly indemnifies MiTur from any loss or damage deriving from it and/or from other Adherents or third parties.
4. The Adherent expressly indemnifies MiTur from any liability regarding any inaccuracies and/or discrepancies in the data and information relating to the service provided by the structures affiliated to it, guaranteeing in any case that they are authorized to disseminate such data and information through the TDH.
5. The Adherent expressly indemnifies MiTur from any liability regarding any action against MiTur pursuant to the legislation on the protection of the Tourist and/or the Consumer brought by End Users in relation to the purchase of tourist services through the E-service of the Adherent.
6. In no case will MiTur be liable for any liability deriving from undue and unauthorized use of the E-Services by Adherents and/or Third Parties.
7. 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 Adherent, 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.
8. The Adherent guarantees that it has independently verified the possession, by the suppliers of the tourist activities and experiences of its reference (whether they are agencies or other operators), of any necessary authorization or license, however named and in general of any requirement of law necessary for the exercise of the proposed activity, expressly relieving the MiTur from any liability in this regard, even towards the end user; in the same way, the Adherent provides the broadest indemnification to the MiTur in relation to deficiencies of any kind in the tourist services (so-called experiences) exposed, with respect to which the MiTur remains extraneous to any third party effect.

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 Adherent guarantees to MiTur the possibility of using interoperated data through the E-Services, even where covered by intellectual property, without any economic burden;
3. The Adherent undertakes to indemnify 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 MiTur as soon as possible, which reserves 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 MiTur;
6. The Adherent hereby grants 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 30 June 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".
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 under 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 using the E-service, within the framework of the present Membership Agreement with the Adherent (36 months from subscription), as well as for the additional time of 24 months, necessary for the fulfillment of the purposes of the TDH and the italia.it portal.
4. By signing this Agreement, the pro-tempore legal representatives of the Parties expressly consent to the processing of their personal data.

5. The Adherent, as Data Controller, makes the data accessible to 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 Adherent 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 certified e-mail, in the manner specified to 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, the MiTur may proceed to make unilateral changes to the regulations and, where the changes impact the Adherent's obligations and responsibilities, failure to provide notice of rejection within 30 days of communication of the changes will be considered as acceptance of the same.
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, 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, MiTur will temporarily or permanently disable the possibility of accessing the E-service by the Adherent. At the same time, the Adherent 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, SPID or with Qualified Electronic Signature)

The MiTur _____ (digitally signed in accordance with the eIDAS, SPID or with Qualified Electronic Signature)