

## Annex 2 – Partnership and Interoperability Agreement template with TDH for an integrated mobility operator

### Partnership and Interoperability Agreement template between

The Ministry of tourism, based in Via di Villa Ada 55, 00199, Rome, Tax Code 96480590585, acting through Atty. Filomena Bilancio, Director General of the Directorate General for Technology, Remuneration, Digitisation and Statistics (hereinafter also “MiTur”)

and

*the private company operating in the integrated mobility sector*

\_\_\_\_\_ with offices in \_\_\_\_\_ (Country), \_\_\_\_\_  
(Town/Province), (address) \_\_\_\_\_ no. \_\_\_\_ - postcode \_\_\_\_\_  
Tax code/VAT number \_\_\_\_\_ digital address (e.g. certified email address) \_\_\_\_\_ acting  
through \_\_\_\_\_ as \_\_\_\_\_, in his/her capacity as *pro tempore*  
legal representative and/or person endowed with the necessary signing authority, (hereinafter also “Partner”).  
MiTur and the Partner shall be referred to as “Party” and together as “Parties”

### WHEREAS

- The Ministry of tourism is the owner of the [italia.it](https://italia.it) website, which is promoted by ENIT;
- on 13 January 2022, ENIT and MiTur signed the “*Agreement between the Ministry of tourism and ENIT - National Tourism Agency for the 2022/2024 period*” concerning, among other things, the redefinition and implementation - in full collaboration with the Regions and Autonomous Provinces, as and when determined by MiTur itself - of a new promotion strategy, highly digitalised and effectively contributing to the definition of the content of the Tourism Digital Hub covered by the National Recovery and Resilience Plan (NRRP);
- on 4 January 2023, Law no. 204 of 16 December 2022 was published in the Official Journal, concerning the “*Conversion into law, with amendments, of Decree-Law no. 173 of 11 November 2022, containing urgent provisions on the reorganisation of the powers of Ministries*”, whose Art. 10-bis introduced a new paragraph 1-bis into Article 54-ter of Legislative Decree no. 300/1999, which provides that the Ministry of tourism owns the “*Italia.it*” portal, the rights connected to the domain itself and the related technological platform, in order to coordinate and strategically direct the structuring of the portal itself and all activities promoting national tourism policies carried out thereon;
- MiTur has launched an articulated and complex project, aimed at profitably matching the tourist demand for Italy with the corresponding Italian supply, creating added value for all the actors involved;
- on \_\_/\_\_/\_\_\_\_, MiTur published a Public Notice for a partnership under the Tourism Digital Hub

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Public notice for a partnership with an integrated mobility operator under the “Tourism Digital Hub” project project in order to offer users of the [www.italia.it](http://www.italia.it) portal the possibility of using an integrated mobility solution on the aforementioned portal;

- the Partner, with reference to the aforementioned Public Notice of \_\_/\_\_/\_\_\_\_, submitted its application for admission on \_\_\_\_\_ (registered with no. \_\_\_\_\_) and, having passed the admission phase [*or, in case of admission of several economic operators and of the comparative evaluation of their illustrative reports: having been ranked first following its admission and subsequent evaluation of its illustrative report*] has been invited by email/certified email to sign the Partnership Agreement;
- in the exercise of its institutional powers, MiTur does not act as an economic operator and/or intermediary and acts exclusively for public interest purposes falling within its remit;
- MiTur has already signed partnership and interoperability agreements in connection with TDH – and may sign new ones in the future - with other public and private Partners;
- the Partner offers an integrated mobility whitelabel mobile app solution that includes the mobility services referred to in Art. 3.2.1 of the Notice. The Partner intends to join the TDH to provide the aforementioned solution, for which it declares it has and/or undertakes to obtain all rights for its use and sharing, and acknowledges that participation in the TDH is voluntary and does not give rise to any direct remuneration for the Parties concerned;
- The Partner, for the purposes of interoperability with the Tourism Digital Hub, will provide a platform that can interoperate with the TDH through the whitelabel mobile app;
- Any further approval steps for the use of the E-Service between MiTur and the Partner, in addition to the signing of this Agreement, will be indicated in specific contractual addenda;
- The TDH uses e technological infrastructure that ensures the interoperability of the information systems and databases of MiTur and the Partners, through the accreditation, identification and management of the authorization levels of the entities authorised to operate on it, as well as the collection and storage of information relating to accesses and transactions carried out through it. Data and information are shared through application programming interfaces made available by MiTur and used by the Partners;
- MiTur has identified a standard communication protocol between the TDH and the outside world, defined as TDH022, which serves as a National Digital Standard, in charge of the exchange of both open data and private data between the Partners, and which also serves as an integration interface between the TDH and all Operators in the Sector intending to join the Ecosystem;
- MiTur adopted the TDH022 Ecosystem Guidelines of the Ministry of tourism, standards and technologies to interface and integrate with Italia.it, registered by the Court of Auditors under Decree no. 52/23;

NOW, THEREFORE, the Parties, represented as shown above,

**AGREE AS FOLLOWS**

## ART. 1 - Definitions

1. For the purposes of this Agreement, the following definitions shall apply:
  - a) Partner: the entity that has been selected to join the Infrastructure for the interoperability with TDH for the provision of an integrated mobility whitelabel mobile app solution through the accreditation process.
  - b) Partners: all public and private entities who have joined and/or will join the TDH Interoperability Infrastructure in the future through the accreditation process and the signing of a partnership and interoperability agreement with TDH.
  - c) Whitelabel: a technological platform integrating different mobility modes, created by the Partner and customisable according to the needs of MiTur and the Brand Identity of the italia.it platform.
  - d) End Users: end recipients of the APPs or APIs or of the website italia.it/ TDH.
  - e) E-service: any digital service provided as part of the Tourism Digital Hub (also “TDH”), created and made available by the Ministry.
  - f) TDH Infrastructure: the technological infrastructure that ensures the interoperability of the information systems and databases of the entities referred to in Article 2, paragraph 2, of the CAD [Italian Digital Administration Code], through the accreditation, identification and management of the authorization levels of the entities authorised to operate on it, 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.
  - g) Italia.it: the website and mobile APP created by the Ministry of tourism to promote the entire tourism ecosystem of Italy in order to enhance, integrate and promote its offer, to be enriched with new content produced by the TDH ecosystem.
  - h) AgID Guidelines: the AgID guidelines on the technological infrastructure for the interoperability of the information systems and databases referred to in Art. 50-ter, paragraph 2, of the CAD.
  - i) Interoperability Guidelines (TDH022): the guidelines on the technical interoperability and management of APIs issued by MiTur that serve 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.
  - j) TDH: the Tourism Digital Hub is a platform of content and services that is designed to profitably match the tourist demand for Italy with the corresponding Italian supply (provided by both national and international entities), creating a connection between the interests of tourists, destinations and supply before, during and after the tourist experience, creating added value for all the parties involved.
  - k) TDH022: standardized communication protocol that ensures the interoperability between the Tourism Digital Hub (TDH) and its partners.
  - l) User(s): any natural person having access to the TDH Interoperability Infrastructure and who is authorised by the Partner to act on its behalf on the Infrastructure itself. According to the AgID Guidelines, Users may be API Operators, Security Operators, Administrative Operators, whose details must be communicated to MiTur through an electronic accreditation procedure on the platform.

## ART. 2 - Purposes and Objectives

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Public notice for a partnership with an integrated mobility operator under the “Tourism Digital Hub” project

1. This agreement governs the rights of the Parties in relation to the Partner's participation in the TDH ecosystem for the provision of a whitelabel mobile app solution that can:
  - a) offer multimodal mobility solutions including at least the following mobility services:
    - taxis;
    - mobility sharing (electric scooters, bicycles);
    - Local Public Transport (LPT);
    - long-distance transport (buses and trains).
  - b) provide the following services:
    - trip planning services;
    - booking and purchase services, through credit/debit cards, for one or more mobility solutions.
2. The whitelabel app shall be in line with the Brand Identity of the TDH; it shall ensure the activation or deactivation of the mobility services included in the solution and shall be accessible via major app stores (Apple store and Google store).
3. The TDH interoperability application platform is owned, managed and developed by MiTur. The TDH application platform has its own technological infrastructure (API Gateway, CMS, DAM, DMS, etc.) with which the partner operators (Regions, Entities, Third Parties) shall interconnect, with the latter being expected to have, in turn, a technological infrastructure that allows them to exchange/receive information and content in an encrypted, authenticated and authorised manner.

### ART. 3 - Costs

1. Participation in the TDH referred to in this Agreement is on a voluntary basis and does not give rise to any direct remuneration for the Parties involved. No costs shall be charged to the Parties, nor will any fees, reimbursements, indemnities or amounts of any kind be paid by either Party to the other, by reason of the spirit of cooperation between the Parties hereunder.
2. Each Party, therefore, shall bear its own costs, whether direct and indirect, none excluded, for its participation in the TDH and for the provision and/or use of the E-services.

### ART. 4 – Contact persons

1. Each Party indicates a Contact Person for this Agreement. The Contact Person is responsible for representing the Party that appointed him/her for the execution of this Agreement and for internal reporting purposes, as well as for constantly monitoring the progress of activities.

The Contact Person of MiTur is:

Benedetta Rizzo

email: [supportTDH@ministeroturismo.gov.it](mailto:supportTDH@ministeroturismo.gov.it); [dg.trds@pec.ministeroturismo.gov](mailto:dg.trds@pec.ministeroturismo.gov)

The Contact Person *of the Partner* is:

- Name \_\_\_\_\_
- Surname \_\_\_\_\_
- Email address \_\_\_\_\_

- Tax Code \_\_\_\_\_

2. Either Party may replace its Contact Person at any time, notifying the other Party in writing.

#### **ART. 5 - Obligations and responsibilities of MiTur**

1. MiTur shall act in full compliance with the provisions of the AgID Guidelines, the Interoperability Guidelines (TDH022) and this Agreement.
2. MiTur shall have the following obligations, these falling within its remit:
  - a) use the information provided by the Partner, not containing personal data during the use of the E-service, only for the declared purpose(s) and within the limits of the latter, and 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 laws. The aforementioned information may also be supplemented with navigation data and the preferences of end users expressed while browsing the TDH portal and/or italia.it, only where this is permitted under the GDPR, and may then be transferred to the Partners in aggregate form to increase their information package and optimize their customised tourist offering. If interested in doing so, the Parties will agree on the corresponding terms and conditions;
  - b) adequately instruct any User, authorised to act on its 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 data subjects;
  - c) promptly notify the Partner of any event and/or condition amending this Agreement, requesting acceptance of its amended clauses;
  - d) transpose any regulatory changes regarding privacy and security that have an impact on the TDH, adapting it and making its new version available for use;
  - e) promptly notify the Partner, at the latest within 24 hours, of any security incidents affecting the integrity and confidentiality of the communications required to access and use the relevant E-service;
  - f) promptly report to the Partner, at the latest within 24 hours, any malfunction or disruption encountered when accessing and/or using the E-service;
  - g) offer suitable support to the Partner and Users.

#### **ART. 6 - Obligations and responsibilities of the Partner**

1. The Partner shall act in full compliance with the provisions of the AgID Guidelines, the Interoperability Guidelines (TDH022) and this Agreement.
2. The Partner undertakes to ensure that its whitelabel app is in line with the Brand Identity of the TDH.
3. The Partner’s whitelabel app shall ensure the activation or deactivation of the services included in the solution and shall be accessible via major app stores (Apple store and Google store).
4. The Partner shall allow MiTur to rightfully use its mobile app solution.
5. The Partner shall assess all risks to the protection of personal data provided by end users when registering to obtain their whitelabel app access credentials.
6. The Partner warrants that its privacy policy contains all the information referred to in Art. 13 of the GDPR, also in relation to the subsequent communication to MiTur of data concerning the booking/use of services (changes, actual use of services, etc.).

7. The Partner undertakes to identify within its organisation and accredit on the TDH an Operational contact person (paragraph 1, Art. 4 of this agreement) who will be responsible for the technical/operational relationship with the TDH ecosystem and for the management of TDH user accounts; the said contact person shall thus:
  - a) identify the Users authorised to operate on behalf of the Partner with regard to the management of each E-service;
  - b) monitor the list of TDH-accredited active users within its organisation, authorised to operate on behalf of the Partner, and promptly notify MiTur of any changes (e.g.: replacement of the operational contact person, user cancellation, etc.).
8. The Partner undertakes, at the request of MiTur, to use any subsequent versions of the E-service, within six months from receipt of a specific notice from MiTur, and thus to cease using the previous version of the E-service.
9. The Partner undertakes to notify MiTur of any changes affecting the stipulation of this Agreement and/or access to and provision of the related E-service. Such notice shall be given promptly, at the latest within 7 days from the said changes.
10. The Partner undertakes to promptly notify MiTur of any changes, even if temporary, affecting the usability of the services offered within the solution.
11. The Partner undertakes to promptly notify MiTur, at the latest within 24 hours, of any security incidents affecting the integrity and confidentiality of the communications required to access and use the relevant E-service.
12. The Partner undertakes to promptly report to MiTur, at the latest within 24 hours, any malfunction or disruption encountered when accessing and/or using the E-service.
13. In the event of a breach of the personal data of which it is the controller, the Partner shall notify the Supervisory Authority of any such breach and, where necessary, it shall notify the data subjects in accordance with Arts. 33 and 34 of Regulation (EU) 2016/679.
14. The Partner undertakes to adequately instruct any User, authorised to act on its behalf, on the correct use of the E-service as well as on the related risks and the rights of data subjects.
15. The Partner undertakes to adopt technical and organisational measures aimed at guaranteeing a level of security appropriate to the risk, to monitor and track Users’ access and activities for the time strictly necessary and for the sole purpose of protecting personal data as defined by Art. 25, 29 and 32 of the GDPR, promptly informing MiTur of any unauthorised access, unlawful processing of data and any threat jeopardising the security and rights and freedoms of data subjects.
16. The Partner undertakes, for the entire term of this agreement, to collaborate with MiTur to integrate innovative solutions improving end user experience.
17. The Partner undertakes to control and ensure the security of accesses to the E-service, taking into account that accesses and operations are tracked on the app also by MiTur.
18. The Partner undertakes to transpose any regulatory changes regarding security that have an impact on the E-Service, adapting it and making its new version available for use.
19. The Partner undertakes to provide MiTur with statistics (duly aggregated and anonymised) relating to the use of the mobility services that come with its solution.

20. The Partner warrants and is responsible for:

- a) compliance of the information exchanged via the E-service with current laws, also on the protection of personal data;
- b) the accuracy, integrity and truthfulness of any information communicated to MiTur during E-service delivery;
- c) the tracking of accesses and operations, as identified in the AgID Guidelines and associated with the provision of the E-service, as well as their storage for the time strictly necessary.

**ART. 7 - Limits of liability and hold harmless clause**

1. MiTur shall not be accountable for the non-provision or non-use of the E-service due to a malfunction or disruption of the Partner's Interoperability Infrastructure.
2. The Partner accepts and acknowledges that MiTur shall not be accountable for the Partner's omitted, incomplete or outdated and/or unlawful communication of information and content.
3. The Partner shall be fully and exclusively liable for the quality, nature and quantity of content exchanged and expressly holds MiTur harmless from and against any loss or damage caused thereto and/or to other Partners or Third Parties.
4. Under no circumstances shall MiTur be liable for any improper and unauthorised use of the E-Services by the Partner and/or Third Parties.
5. MiTur, while undertaking to provide adequate support and maintenance services in relation to the technological components under its responsibility, may not be held liable (by the Partner or by end users or any other party within the system) for the unavailability of TDH services as a result of the need to implement corrective, adaptive or more generally maintenance interventions on the technological components under its responsibility and otherwise for any service unavailability for the time necessary to restore the full functionality of the systems.

**ART. 8 – Intellectual property**

1. The Partner guarantees it has full ownership of all intellectual and industrial property rights, as well as the right to commercially exploit the content shared within the TDH Ecosystem;
2. The Partner guarantees to MiTur that it will be able to use interoperated services through the E-Services, even where covered by intellectual property, at no cost;
3. The Partner undertakes to hold MiTur harmless from and against any damage or claim that may be brought against the same by other Partners or third parties for the violation of any third-party industrial or intellectual property right or any third-party right of commercial exploitation;
4. In the event of any claim brought with reference to industrial or intellectual property rights, as well as rights of commercial exploitation, the Partner shall inform MiTur thereof as soon as possible, which may suspend the Partner and the content shared on the TDH portal;
5. All industrial and intellectual property rights connected to the TDH portal and/or italia.it, except for the content provided by the Partner, are and will remain the property of MiTur;
6. The Partner hereby grants MiTur the right to use its trademark for publication purposes on the Directory as well as for the promotion or communication of the Ecosystem.

#### **ART. 9 - Processing of personal data**

1. The Parties, as data controllers, shall act in full compliance with the GDPR and with Legislative Decree no. 196 of 30 June 2003, as amended (hereinafter Privacy Code) - also referred to hereinafter as “data protection laws”.
2. The Parties undertake to comply with the regulatory provisions in force on the protection of personal data, with particular regard to the adoption of appropriate security measures, and to cause their compliance by their employees and collaborators who, duly instructed, will be authorised to process personal data.
3. The purposes and methods of personal data processing shall comply with the principles of necessity and lawfulness, as well as with the other principles and rules contained in EU Regulation 2016/679. In addition, personal data will be processed by the Parties in such a way as to ensure their necessary security and confidentiality, using manual, paper, computer and electronic tools suitable for processing data in compliance with current data protection laws. All personal data acquired by virtue of this contract via the TDH portal, as well as the data acquired via the E-Services, will be stored for a period of time not exceeding that needed to achieve each specific purpose of the E-service, within the framework of this partnership agreement with the Partner (36 months from the date its signing), as well as for a further 24 months to fulfil 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 Parties mutually acknowledge that they have read their respective privacy policies .

#### **ART. 10 - Term, renewal, withdrawal and termination**

1. This Agreement shall be valid and effective for 36 months from the date of its signing by the Partner, registered via the TDH, and may not be tacitly renewed.
2. MiTur may renew the Agreement for a further 36 months, notifying the Partner at least 20 days before the expiry of this Agreement.
3. Either Party may withdraw from this Agreement by notifying the other Party via the TDH and/or other shared methods, as set out in Art. 12, giving at least a 6-month notice.
4. MiTur may unilaterally supplement and update the TDH Ecosystem regulations. In the event of updates, it will notify the Partner, also by publishing such changes on its website and issuing an official notification.
5. In any case, MiTur may unilaterally change the applicable regulations and, if such changes affect the obligations and responsibilities of the Partner, its non-refusal thereof within 30 days from the corresponding notice will be tantamount to acceptance of the same.
6. In the event of changes affecting the Partner’s right to access the E-service and/or security issues relating to the integrity and confidentiality of the communications required to access and use the related E-service, MiTur will suspend the provision of the E-service, as well as any information package already exchanged and/or terminate this Agreement.
7. If the provision of the E-service is suspended or this Agreement is terminated, MiTur will temporarily or permanently deactivate the Partner’s access to the E-service. At the same time, the Partner will temporarily or permanently deactivate MiTur’s access to its E-services.

**ART. 11 - Governing law and jurisdiction**

1. This Agreement shall be governed by Italian laws. Any issues that are not expressly provided for herein shall be regulated by the Italian Civil Code, the CAD, the AgID Guidelines, as well as other applicable provisions in force, including those on the protection of personal data.
2. Any complaint and/or dispute arising between the Parties in relation to the interpretation, validity and/or performance of this Agreement, which is not resolved amicably and in good faith between them, will fall under the exclusive jurisdiction of the Court of Rome.

**ART. 12 - Notices**

1. Except as otherwise specified, any notice between the Parties relating to this Agreement shall be given by certified email to each Party.

**ART. 13 - Registration and expenses**

1. This Agreement, digitally signed, shall be registered only in case of use pursuant to Arts. 4, 5, 6 and 39 of Presidential Decree no. 131 of 26.4.1986. The costs of any such registration shall be borne by the requesting Party.

**ART. 14 - Final provisions**

1. The Recitals, the Interoperability Guidelines (TDH022), the annexes and all the procedures referred to in these documents, are an integral and substantial part of this Agreement and are binding on the Parties.

The Partner

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(signed digitally pursuant to the eIDAS regulation, via SPID or with Qualified Electronic Signature)

MiTur

DIRECTOR GENERAL

Atty. Filomena Bilancio

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(signed digitally pursuant to the eIDAS regulation, via SPID or with Qualified Electronic Signature)