

ANNEX B
DRAFT AGREEMENT

Between

Trentino Marketing S.r.l. with headquarters in Trento, via G. Romagnosi 11, certified email address trentinomarketing@pec.visitrentino.it, VAT number 02341860225, in the name and on behalf of Trentino Sviluppo S.p.A., with headquarters in Rovereto, via F. Zeni 8, VAT number 00123240228, based on a power-of-attorney with signature certified in Trento on 20/12/2017 by Notary Public Dott. Paolo Piccoli, Register No. 40.904, in the person of the Legal Representative Maurizio Rossini, domiciled at the above address for the purposes of this deed (hereafter for the sake of brevity referred to as “TM” or the “Principal”)

and

xxxxxxxxxxxxxx with headquarters in **xxxxxxxxxxxxxx** in the person of its Legal Representative **xxxxxxxxxxxxxx**, domiciled at the above address for the purposes of this deed (hereafter the “Supplier”).

CIG (TENDER IDENTIFICATION CODE) **xxxxxxxxxxxxxxxxxxxx**

CUP (SINGLE PROJECT CODE)

Whereas:

- Trentino Marketing S.r.l. is a special purpose company created by Trentino Sviluppo S.p.A., for the conception, realization and promotion, in Italy and abroad, on behalf of the Autonomous Province of Trento, of activities aimed at developing tourism in Trentino, at marketing the territory and at promoting the image of the region in relation to tourism as well as the socio-economic features of Trentino;
- as a matter of fact, in order to carry out the above activities, Trentino Sviluppo S.p.A. entrusted Trentino Marketing S.r.l. with the task of managing the so-called “Marketing Fund” under paragraph 1 subsection “a bis” of section 33 of Provincial Law 6/1999;
- Trentino Marketing S.r.l. therefore signs this agreement in the name and on behalf of Trentino Sviluppo S.p.A.;
- Trentino Marketing S.r.l. intends to outsource its public relations, communication and relations with the media in the United Kingdom to a specific specialized agency and, for this purpose, has issued a Call for Bids with letter reg. no. **xxxxxxxxxxxx** dated **xxxxxxxx**;
- The Supplier was the successful bidder in the above competitive process;
- The Supplier declares it possesses the organization, means and human resources required to carry out the activities in compliance with the conditions set out in this Agreement.

In view of the above, it is hereby agreed and convened as follows:

ART. 1 - Purpose of the Agreement

The Supplier shall carry out the Public Relations, communication and relations with the media in the United Kingdom, as set out in the Service Organization Plan presented in the tender and included under Annex A) to this agreement, of which it is an integral and substantive part.

ART. 2 – Fees and payment

Trentino Marketing S.r.l. shall pay for the activities set out in art.1 a total fee of Euro xxxxxxxxxxxx excluding VAT.

The Supplier shall issue postponed monthly invoices for the sum of Euro xxxxxxxxxxxx excluding VAT.

Each invoice shall be accompanied by a short report on the activities carried out.

Invoices shall be made out to Trentino Sviluppo S.p.A, with headquarters in Rovereto (TN) via F. Zeni 8, VAT no. And tax code 00123240228 and shall be sent to the premises in Trento, in via Romagnosi 11.

Trentino Sviluppo S.p.A shall pay such fees by bank transfer 30 days after invoice date at month's end, after checking the regularity of the activities carried out under this agreement.

The sums indicated include all amounts owing under the appointment (including management costs, travel expenses, board and lodging for agency personnel and so on), and the supplier shall make no further claims, whether during the period of validity of the agreement or afterwards, for any matter or reason extraneous to the nature of the agreement.

The Supplier shall not have the right to payment of individual invoices until Trentino Marketing S.r.l. has received all the documents proving that the requested activities have been carried out.

ART. 3 - Duration

This agreement is valid for 12 months from the date of its signature. Trentino Marketing S.r.l. may renew the agreement for a further 12 months, giving the supplier notice of renewal at least 3 months in advance.

ART. 4 - Obligations of the Supplier

The Supplier shall take on, being remunerated in full by the fees set out in article 2 above, all risks and charges arising out of the activities and services included in the agreement, including those involving third parties' activities, and any other activity that may be necessary for the proper and full execution of the Supplier's obligations.

The Supplier shall carry out all the activities specified in this Agreement according to the conditions, modalities, terms and prescriptions contained herein and, failing this, Trentino Marketing s.r.l. may terminate the Agreement after notifying the Supplier, by registered letter with advice of receipt, of its intention to apply the advance termination clause, without prejudice to Trentino Marketing s.r.l.'s right to recover any damages incurred.

The Supplier shall follow any instructions given by Trentino Marketing s.r.l. regarding the execution of the Agreement.

The Supplier shall fulfil all of its obligations under Section 3 of Law 136 dated 13 August 2010 and subsequent amendments in order to ensure the traceability of all financial operations arising from this agreement.

At the simple request of the Principal, the Supplier shall provide all the documentation required to prove that it has met its obligations as specified in the preceding paragraph.

ART. 5 - Confidentiality

The Supplier shall treat all the data and information that comes into its possession or of which it becomes aware as a result of the agreement, as strictly confidential and shall not divulge it in any way or form, nor use it for any purposes other than those related to carrying out the Agreement, and shall similarly enforce secrecy on any of its employees/consultants/collaborators who should come into possession of the information in question.

ART. 6 – Personal data processing

The parties, pursuant to Regulation (EU) 2016/679 (GDPR), mutually undertake to process, and to ensure the processing of, the personal data concerning them, and which they exchange between themselves in connection with the fulfilment hereof, in accordance with the above mentioned GDPR. This data – the supply of which is necessary to fulfil the agreement, and which substantially comprises the personal data of the persons acting on behalf of the parties hereto – may be collected, processed and stored by the parties solely for the purposes related to the fulfilment of this agreement, as pursued through the same, and for abiding by the applicable laws.

The data shall be processed using automatic or manual systems and, in any case, in such a manner as to ensure the security and confidentiality thereof. The data may also be disclosed to third parties, albeit solely in relation to the fulfilment of the agreement and, where necessary, disseminated in pursuance of the applicable transparency regulations, as set out in Legislative Decree 33/2013.

By underwriting this agreement, the parties give their consent to the processing of their personal data as above said. For further information, reference should be made to the information notice on www.trentinosviluppo.it.

ART. 7- Rights

The Supplier hereby assigns to Trentino Marketing s.r.l. the ownership and any economic exploitation and free use rights concerning everything produced in execution of this appointment, without limitation and without any fees other than those established for the appointment itself.

Trentino Marketing s.r.l. shall not be liable in cases in which, in execution of this Agreement, the Supplier has made unauthorized use of materials for which third parties hold property rights.

The Supplier shall hold Trentino Marketing s.r.l. harmless from all losses, damages and liabilities claimed by third parties, and from all costs, expenses and liabilities arising from them (including any fees of attorneys-at-law) following any claims concerning copyright violations.

ART. 8 - Penalties

If, during execution of the service, the Supplier fails to comply with the prescriptions set out in this Agreement, the Principal may require the Supplier to comply within 8 (eight) days of receipt of the warning, notified by registered letter with advice of receipt, and apply a penalty of 1% (one percent) of the fee for every day, or part of a day, of delay by the Supplier.

Penalties overall shall not exceed 10% (ten percent) of the fee specified in art. 2 above.

Penalties may be offset against fees invoiced by the Supplier and not yet paid.

Should the delay in compliance exceed 10 (ten) days, the Principal may terminate the agreement forthwith, without prejudice to the application of penalties as set out above.

In all cases, the Principal shall have the right to claim any additional damages incurred.

ART. 9 - Termination

With reference to section 1456 of the Italian Civil Code, in cases of serious or repeated non-compliance by one of the parties impacting negatively on the reputation and/or image of the other party, or demonstrating the inability of the party to meet its obligations under this Agreement, the other party may terminate the agreement forthwith by registered letter with advice of receipt, without prejudice to the right to claim damages.

Either party may terminate the agreement in the event of a serious non-compliance by the other party, after specifying the non-compliance in a registered letter with advice of receipt, and after requiring the non-compliant party to meet its obligations within ten days of receipt of the complaint, failing which the agreement shall be deemed terminated by law, without prejudice to the right to claim damages.

Without prejudice to the ordinary termination rights to which each Party is entitled pursuant to section 3 paragraph 9 bis of Law 136/2010, the Agreement may be terminated if bank or post office transfers suitable for fully tracing the transactions are not used for payment.

ART.10 - Liabilities

The Supplier is liable for damages - including those caused by its own employees or collaborators (including reinstatement expenses, penalties, loss of profit, costs and expenses - including legal costs - arising from activity interruptions) incurred directly by Trentino Marketing s.r.l. or which it is obliged to pay to third parties, due to the Supplier's non-compliance or delayed compliance with its obligations under this Agreement.

ART. 10 – Jurisdiction

All disputes concerning the relations between the Supplier and Trentino Marketing s.r.l. shall be settled exclusively by the Court of Trento. The Parties explicitly exclude all alternative Courts specified by Law.

ART. 11 – Applicable Law

This agreement and any subsequent agreements arising therefrom are governed by Italian law, which shall be deemed to all effects the applicable law, thus excluding any regulations under private international law and any specific and exclusive reference to the applicability of other laws.

ART. 12 - Transparency

The Supplier acknowledges and accepts unconditionally and excluding exceptions of any kind that the Principal, as a prevalently public entity, is called upon to apply state and provincial regulations regarding advertising and transparency. All the following information concerning this agreement may therefore be made public on the institutional website of the Company and/or the Autonomous Province of Trento:

- a) the name of the contracting party;
- b) the purpose of the appointment and the relevant fees;

- c) the regulation or entitlement upon which the appointment is based;
- d) the method adopted for choosing the contracting party.

ART. 13 - Miscellaneous

Any exception or amendment or agreement associated with or complementary to this agreement shall be in writing and signed by both parties.

This agreement is drawn up in Italian. In the event of discrepancies with the translation into another language or difficulties in interpretation, the Italian version shall prevail.

ART.14 – Tax and expenses

The Supplier shall pay all taxes arising from this agreement with the exception of those payable under the law by Trentino Marketing s.r.l..

Any registration costs shall be borne by the party which intends to lawfully make use of the agreement.

ART. 15 - Non-application of sections 1341, 1342 of the Italian Civil Code

The parties acknowledge that this agreement was jointly conceived, negotiated, drafted and drawn up by them and reflects their wishes and interests.

In light of the above, sections 1341 and 1342 of the Italian Civil Code governing the specific approval of contractual conditions shall not apply.

ART. 16 – Organisation, management and control model pursuant to Legislative Decree

231/2001, as supplemented by Law 190/2012 – Code of Ethics – Code of Conduct

xxxxxxl, by signing this agreement, represents and warrants that it is acquainted with the offence prevention Protocols under Legislative Decree 231/2001, with the corruption offences referred to in Law 190/2012, as highlighted in the “Summary document of the organisation, management and control model set up in accordance with Legislative Decree 231/2001, as supplemented by Law 190/2012”, with the principles set out in the Code of Ethics and with the rules contained in the Code of Conduct for directors, employees and collaborators, adopted by Trentino Sviluppo S.p.A. and published in the “Transparent Company” section of the website (http://www.trentinosviluppo.it/it/Istituzionale/Società_Trasparente/SocietàTrasparente/Società_Trasparente.aspx), and undertakes not to engage in any behaviour that breaches said codes or instigates the addressees to breach them in any way.

Read, accepted and signed.

Trento,

Trentino Marketing S.r.l.

The Supplier