



Subject: Identification of economic operators interested in signing a co-marketing agreement with ENIT- Italian National Tourist Board

Dear Economic Operator

ENIT- Italian National Tourist Board is looking for economic operators, interested in undergoing a co-marketing agreement.

In particular economic operators whose mission consists in supporting and collaborating with US travel advisors in promoting among others Italy as a tourist destination.

This Notice is a fact-finding survey aimed at identifying candidates.

ENIT reserves the right to not sign the co-marketing agreement or to terminate the contract at any time for reasons pertaining to ENIT, without possibility of claim by the requesting economic operators, or for reasons of force majeure, public order and / o unforeseeable events (as an example, but not limited to, the epidemiological emergency COVID-2019).

### **1. Contracting authority**

ENIT – AGENZIA NAZIONALE DEL TURISMO

P. IVA. 01008391003

Via Marghera n. 2/6

Roma, 00185- RM Italia

C/o ENIT- Italian National Tourist Board

686 Park Avenue – 3<sup>rd</sup> Floor

New York, NY

10065

### **2. Object and characteristics of the activities to be performed**

ENIT, as part of its institutional activities, is looking for co-marketing agreement concerning the following activities:

- Advertising on internal platform/website directed to the Travel Agents
- Advertising and native advertorial on periodical e-mails sent to the TA



- Advertising on the on line publication/s directed to the TA
- Webinars and live seminars directed to the TA
- Exposure with organic native post on the social media channels directed to consumers
- Blogpost highlighting new Italian itineraries and promoted via consumers website and or social media channel

### **3. Minimum eligibility requirements:**

The economic operator who intends to submit a co-marketing proposal must have:

- minimum of 5000 Travel Agents adhering to their programs;
- history on promoting Italy as a tourist destination;

Subjects who have legal or judicial disputes with ENIT, and who carry out activities in conflict of interest with the institutional mission of the Agency, cannot participate in the co-marketing activity.

### **4. Available budget, breakdown of costs and payment methods:**

For this specific notice, ENIT will have an overall budget up to USD 140,000.00

This amount is not binding; therefore ENIT reserves the right to sign agreements for even lower amounts.

Please provide terms of payment on your proposal

### **5. Proposals that will be taken into consideration:**

The proposals received will be accepted, where considered suitable, within the limits of the available budget, and must have the following characteristics:

- Compliance with the submission deadlines referred to in point 6 and the eligibility conditions referred to in point 3;
- Consistency with the objectives referred to in this notice and with the mission of the institution;

### **6. Procedures and deadline for submitting offers:**

Interested parties must submit co-marketing proposals to the e-mail address [newyork@enit.it](mailto:newyork@enit.it) no later than **October 10<sup>th</sup> 2020**.

Proposals received after the above mentioned deadline will not be taken into consideration.

Any requests for clarification on the content of this notice can only be submitted using the following e-mail address [newyork@enit.it](mailto:newyork@enit.it).

Requests for clarifications received verbally, by telephone and / or in other ways and, in any case, after the deadline indicated below will not be considered.



The deadline for requests for clarification is **October 9<sup>th</sup> 2020**.

#### **7. Duration:**

The co-marketing activity will have duration of **12 months**, starting from the date of the signature of the co-marketing contract by both parties.

#### **8. Termination:**

ENIT reserves the right to terminate the Agreement, even partially, in the event of non-fulfillment of the obligations related to the above agreement, as will not be liable for claims of compensation filed against ENIT.

#### **9. Withdrawal:**

ENIT reserves the right to withdraw from the contract at any time, with notice of not less than 30 days (thirty days).

In the above case, the Economic Operator will only be entitled to payment for services already regularly performed, and will not be able to make any claims for damages, reimbursement or compensation against ENIT.

#### **10. Liability:**

The Economic Operator will indemnify and will not hold ENIT liable of any claim or actions against it, for any reason and title, including by third parties, for damages or other issues to third parties that may be attributable and related to the execution of this co-marketing activity.

No responsibility can be charged against Enit in the event that the economic operator does not comply with the regulations stated for this activity. The Economic Operator, operating independently and at his own risk, assumes all civil, criminal and administrative liability arising from the execution of the co-marketing activities.

ENIT assumes no responsibility for damages that may arise from the economic operator and/or its employees or agents during or as a result of the execution of the services covered by the co-marketing activity.

#### **11. Penalties**

If it is determined non-compliance or late execution of the provisions of the co-marketing contract, a dispute will be made against the Economic Operator in writing, assigning a term of 30 days for the presentation of any supporting arguments.

Once non-compliance has been definitively determined, ENIT will apply a penalty to the Economic Operator, the amount of which will be retained upon settlement of the invoice.



The amount of this penalty is 0.3 per thousand of the total net amount of the contract for the first day of non-compliance detected. If the non-compliance lasts for several consecutive days, the amount indicated will be increased by 10% for each day of delay following the first.

If the total amount of the penalties applied is above 10% of the contractual amount, ENIT reserves the right, at its sole discretion, to terminate the contract.

## **12. Model 231 and Code of Conduct**

ENIT adopts the organization, management and control model governed by Legislative Decree 231/2001. This model is available on the ENIT institutional website in the "Transparent Administration" section.

The Economic Operator, by signing the co-marketing contract, declares to have read it and to adapt to the model.

The Economic Operator agrees to observe the ethics that comply with the provisions of the Organization, Management and Control Model adopted by ENIT.

The Economic Operator declares to have read and to be aware of the provisions contained in the Code of Ethics and Behavior of the Agency's employees, approved with Council Resolution no. 09 of 1 July 2019, available on the ENIT institutional website in the "Transparent Administration" section.

ENIT reserves the right to terminate the co-marketing contract in the event of non-compliance with the organization, management and control model governed by Legislative Decree 231/2001 and the Code of Ethics and Behavior of the Agency's employees, approved by Resolution Council n. 09 of 1 July 2019.

## **13. Charges, taxes and duties**

All expenses due for drafting, registrations, taxes and fees related to the co-marketing contract are at the sole responsibility of the Economic Operator, with no right for compensation by ENIT.

## **14. Jurisdiction**

The place of jurisdiction for any dispute of a technical, administrative or legal nature that may arise in relation to the interpretation, execution and / or termination of the co-marketing contract, both during construction and at the end of the activities, will be in Rome. (Italy).